

Article 20A - Staffing Adjustments

A. The Hospital and VFNHP recognize that variations in census and acuity occur daily in response to health needs of patients in our community and region. Daily staffing levels in all units will be managed according to changes in volume, acuity and nurse skill level in addition to established unit nurse/patient ratios. During periods of high census and/or high acuity and when there is a need for additional bargaining unit RN and/or LPN staffing, the following priority will be used:

1. Resource Department bargaining unit employees;
2. Bargaining unit employees with the necessary skill and ability may volunteer to float after considering the needs of the unit to which the volunteer was originally assigned. Such volunteers will receive the “float differential” if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen;
3. Travelers with the necessary skill and ability will be floated after considering the needs of the unit to which the traveler was originally assigned;
4. Available per diem and/or part-time bargaining unit employees will be asked to work additional shifts;
5.
 - a. Available bargaining unit volunteers from within the home unit who are currently working will be asked to work overtime/premium pay on a seniority basis.
 - b. If no one volunteers, overtime/premium pay will be offered to others within the home unit on a first come, first served basis.
 - c. If, within a reasonable amount of time following recruitment calls, no one from the home unit volunteers, overtime/premium pay will be offered to the resource department and other bargaining unit employees with the appropriate skill and ability, with preference going to a resource nurse currently working on the unit and then a float nurse currently working on the unit.

Any unit with an existing process in place for purposes of continuity of care may continue to utilize their process.

6. Temporary staff from external agencies with skill and ability may be recruited.

B. During periods of low census, the normal workday and/or workweek may be decreased. The following priority will be used.

1. **Volunteers to Float:** Bargaining unit employees with skill and ability may volunteer to float to another unit to take a full patient assignment. Such volunteers will receive “float differential” if they qualify in accordance with the requirements of Article 23 Differentials. If there is more than one volunteer, the bargaining unit employee with the greatest unit seniority will be chosen.

2. **Travelers Required to Float:** Travelers will be floated if a need has been identified and the traveler has the necessary skill and ability.

3. **Urgent Shifts Cancelled:** Bargaining unit employees working urgent pay shifts will be cancelled. Order of cancellation will be: (1.) Float nurses, (2.) Resource nurses, (3.) Home Unit nurses. If more than one float nurse is working for urgent, cancellation will be by seniority. If more than one Resource nurse is working for urgent, cancellation will be by seniority. If more than one home unit nurse is working for urgent, cancellation will be by seniority. Prior to being cancelled, any home unit nurse may choose to forego urgent pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below. Any nurse cancelled may check in with the staffing office to see if there are other work opportunities available where the RN has skill and ability.

Employees who do not receive a cancellation notice and show up to work the urgent shift will be paid two (2) hours of courtesy urgent pay.

4. **Other Incentive Shifts (if in effect):** Bargaining unit employees working any other incentive shift will be cancelled. Order of cancellation will be as described in 20A.B.3. Prior to being cancelled, any home unit nurse may choose to forego incentive pay and remain at work for the appropriate pay category. This may be straight pay, but could also be overtime or another pay category. Cancellation will then continue as described in the sections below.

Employees who do not receive a cancellation notice and show up to work the incentive shift will be paid two (2) hours of courtesy incentive pay.

5. **Called In-On Call and Called in- Not On Call Cancelled:** Bargaining unit employees working on call shifts will be cancelled, but shall remain on call. Order of cancellation will be as described in 20A.B.3. Bargaining unit employees working a Called In-On Call shift for double time may be cancelled before one working for time and a half.

6. **Extra Shift at OT Cancelled:** Staff working an extra shift other than scheduled committed hours and who will be paid at the overtime rate during that shift will be cancelled. Order of cancellation will be as described in 20A.B.3.

7. **Volunteers – Committed Hours:** Committed hours bargaining unit volunteers will be asked to take time off. Volunteers will have the opportunity to use CTO or take time off without pay. If there is more than one volunteer, selection will be by unit seniority. Time off will not affect benefit status. Before any committed hours employees are cancelled, employees will be offered the opportunity to complete non clinical work, including but not limited to NPG task force/council work, studying for first time specialty certifications, competencies, and mandatories.

8. **Volunteers – Per Diem:** Per Diem bargaining unit volunteers will be asked to take time off. If there is more than one volunteer, selection will be by unit seniority.

9. **Travelers Mandated:** Travelers will be mandated to take time off.

10. **Committed Hours Shift at OT Cancelled:** Staff working a committed-hours shift who are also incurring overtime will be cancelled. Order of cancellation will be as described in 20A.B.3.

11. **Extra Shifts Not in OT Cancelled:** Extra shifts greater than committed hours will be cancelled. Order of cancellation will be as described in 20A.B.3.

12. Per Diem Cancelled:

- a. Per Diem bargaining unit employees will be cancelled as determined by unit seniority. The lowest seniority per diem will be cancelled first. A rotation will then be established in reverse order of seniority.
- b. If a per diem employee is cancelled after reporting to work, she or he will be cancelled for the entire shift, but may volunteer to return if needed. If a per diem employee is cancelled prior to reporting to work, the hours of cancellation will be determined by management at the time of the notification.

13. Committed Hours Shifts Mandated:

- a. Bargaining unit employees will be mandated to take time off as determined by unit seniority.
- b. If an employee is mandated after reporting to work, she or he will be mandated for the entire shift, but may volunteer to return if needed. If an employee is mandated prior to reporting to work, the hours of mandate will be determined by management at the time of the notification.
- c. The lowest unit seniority bargaining unit employee will be assigned to take time off first. A rotation will then be established in reverse order of seniority.
- d. Bargaining unit employees have the option of using CTO time, or taking time off without pay. Mandated time off will not affect benefit status.

- e. No individual bargaining unit employee will be mandated off more than twice per calendar month.