

June 30, 1976

Houley Medical Center
Labor Relations

6th Ave & Beagole St.

Flint, MI: 48502

A G R E E M E N T

B E T W E E N

H U R L E Y M E D I C A L C E N T E R
A D E P A R T M E N T O F T H E C I T Y O F F L I N T , M I C H I G A N

A N D

S E N I O R I N S T R U C T O R S
F A C U L T Y S T A F F C O U N C I L

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	Agreement.....1
I.	Purpose and Intent.....1
II.	Recognition.....2
III.	Association Membership and Security.....2, 3
IV.	Payroll Deduction for Association Dues.....3, 4
V.	Management Rights and Responsibility.....4, 5, 6
VI.	Employee Representation.....6, 7
VII.	Negotiation Procedure.....7, 8
VIII.	Special Conferences.....9
IX.	Grievance Procedure.....10, 11, 12, 13
X.	Maintenance of Discipline.....13, 14
XI.	Role of the Faculty.....14, 15, 16, 17
XII.	Salaries.....17
XIII.	Health Program.....17, 18
XIV.	Vacations.....19, 20, 21
XV.	Holidays.....22, 23, 24, 25
XVI.	Leaves of Absence.....25, 26, 27, 28, 29, 30, 31, 32, 33
XVII.	Workmen's Compensation and Supplemental Pay...33, 34
XVIII.	Jury Duty Pay Supplement, Court Time.....34, 35
XIX.	Insurance Program.....35, 36, 37, 38
XX.	Promotions and Evaluations.....38, 39
XXI.	Educational Courses.....39, 40, 41
XXII.	Professional Meetings.....41
XXIII.	Termination of Employment.....41, 42
XXIV.	Other Conditions.....42, 43
XXV.	Savings Clause.....43
XXVI.	Seniority.....44, 45
XXVII.	Teaching Load.....46, 47
	Memo of Understanding.....48
	Term of Agreement49
	Settlement Agreement50
	Senior Instructor Compensation Schedule..51

A G R E E M E N T

This Agreement, entered into this 25th day of June, 1975 by and between HURLEY MEDICAL CENTER, a Department of the City of Flint, Michigan, hereinafter referred to as the "Employer" or the "Medical Center", and THE MICHIGAN NURSES ASSOCIATION, or the "Association", 120 Spartan Avenue, East Lansing, Michigan, 48823, and its affiliate, the SENIOR INSTRUCTORS FACULTY STAFF COUNCIL.

ARTICLE I. PURPOSE AND INTENT

The general purposes of this Agreement are to set forth the parties' agreement in respect to rates of pay, wages, hours of employment, and other conditions of employment; to provide procedures for the adjustment of grievances; and to promote orderly and peaceful labor relations for the mutual interest of the City of Flint, Hurley Medical Center and the Michigan Nurses Association as bargaining agent for the Senior Instructors Faculty Staff Council.

The parties recognize that the interest of the community and the job security of the employees depend upon the Hospital's success in continuing a proper service to the community.

To these ends the Medical Center and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels.

ARTICLE II. - RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining representative, as defined in Act. No. 379, State of Michigan Public Acts of 1965, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment of all of the Professional Registered Nurses classified as Senior Instructors on the teaching faculty at the School of Nursing of Hurley Medical Center, excluding the Director of the School of Nursing, the Associate Director, the Assistant Director and all other employees.

ARTICLE III. - ASSOCIATION MEMBERSHIP AND SECURITY

A. It shall be a condition of employment that all faculty members covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing of the Association.

B. It shall be a condition of employment that all faculty members covered by this Agreement entering into employment on and after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Association.

ARTICLE III. (CONTINUED)

C. Names, addresses and dates of hire of faculty members employed to fill positions covered by this Agreement shall be furnished to the Association by the Employer. Names of faculty members promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.

ARTICLE IV. PAYROLL DEDUCTION FOR ASSOCIATION DUES

A. The Employer agrees to deduct from the salaries of Faculty members, dues for the American Nurses Association, the Michigan Nurses Association and the District Nurses Association in accordance with the standard form used by the Association, provided that the said form shall be executed by the employee and filed with the Employer. The written authorization for Association Dues Deduction shall remain in full force and effect during the period of this Agreement. Failure to execute said form within thirty-one (31) days after beginning employment, as set forth in Section B of Article III, shall result in the termination of the employment of said employee.

ARTICLE IV. (CONTINUED)

B. Dues for the three (3) nurses Organizations shall be deducted together in twelve (12) monthly installments. Appropriate adjustments shall be made for a nurse who is on leave or lay-off or for any other reason no deduction is made in a given thirty (30) day period. Such deductions shall be made from the first (1st) pay check received.

C. The Association shall, thirty (30) days in advance of the start of each fiscal year, give written notification to the Employer of the amount of the dues which are to be deducted. The deduction amounts for these dues shall not be subject to change during the entire fiscal year except for one (1) mid-year adjustment upon the Association providing thirty (30) days notice of such change.

D. All dues so deducted shall be sent to The Membership Department of the Michigan Nurses Association at 120 Spartan Avenue, East Lansing, Michigan, 48823. Michigan Nurses Association shall be responsible for the disbursement of dues received by it to the treasurers of its affiliates.

ARTICLE V. MANAGEMENT RIGHTS AND RESPONSIBILITY

A. The Hospital retains the sole right to manage its business including but not limited to the rights to decide the number and location of its buildings and the services to

ARTICLE V. (CONTINUED)

be rendered and the equipment and supplies to be purchased; to maintain order and efficiency in all of its operations; to hire, lay-off, assign and direct, transfer and promote employees and to determine starting and quitting times and the number of hours to be worked; and all other rights and prerogatives including those normally exercised in the past, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement.

The Hospital retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act in violation of this agreement. Complaints that the Hospital has violated this paragraph may be taken up through the grievance procedure.

The right of the Hospital to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to the Association and the employees, to require compliance therewith by employees, is recognized. The Association reserves the right to question the reasonableness of the Hospital's rules and regulations through the grievance procedure, and may request a joint conference meeting during the fourteen (14) day period mentioned above and before such rules and regulations are to become effective.

ARTICLE V. (CONTINUED)

B. The Employer either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Senior Instructors because of race, color, national origin, religious affiliation, sex, marital status, membership or activity on behalf of the Association.

ARTICLE VI. EMPLOYEE REPRESENTATION

A. The professional Rights and Responsibility Committee, hereinafter referred to as the PR & R Committee, composed of not more than three (3) Senior Instructors and the Michigan Nurses Association shall represent the members of the unit as outlined in the grievance procedure.

B. The Association will furnish the Employer with the names and representatives and their alternates.

C. On all grievances appealed to Step Two (2), or above, non-employee representatives of the Association may participate at the request of either party.

D. A representative of the PR & R Committee shall, without loss of time or pay, be permitted to leave work during regular working hours, for purposes of investigating and presenting grievances to the Employer, after arrangements have been made with their Supervisor.

ARTICLE VI. (CONTINUED)

E. On grievances beginning with Step Two (2), the PR & R Committee representatives may meet at a place designated by the Employer on the Employer's property for at least one-half ($\frac{1}{2}$) hour immediately preceding the meeting with Employer representatives.

F. Representatives of the Association may visit the members in this unit for the purpose of representing such members in the grievance or special conference procedures, at reasonable times during working hours, provided, that there is no interference with the educational program. Arrangements for such meetings shall be made with the Personnel Office.

ARTICLE VII. NEGOTIATION PROCEDURE

A. Two (2) Staff Council members (or alternates) shall compose the Bargaining Committee for purposes of negotiating with the Employer. The names of the representatives shall be provided to the Employer by the Association.

B. The parties undertake to cooperate in arranging meetings, selecting representatives for negotiations, furnishing necessary information and otherwise constructively considering and resolving any such matters.

ARTICLE VII. (CONTINUED)

C. In any contract negotiations neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or outside the City. It is recognized that no final agreement between the parties may be executed without ratification of the Hospital Board of Managers as to both non-economic and economic matters and also by a majority vote of the members of the Hurley Hospital Faculty Staff Council with the approval of the Michigan Nurses Association.

D. Any agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Employer and the Association. All members of the bargaining unit shall abide by the Agreement.

E. When negotiation sessions or meetings with the Employer are scheduled during the regular work schedule of Staff Council members, the Staff Council members selected to constitute the bargaining committee shall be granted leave with pay to participate in such negotiation sessions.

F. In the event the parties hereto reach an impasse in any negotiations and are unable to reach agreement, the procedures described in Act 336 of the Michigan Public Acts of 1947, as amended, may be followed by either party.

ARTICLE VIII. SPECIAL CONFERENCES

A. The parties recognize that from time to time important matters will arise that can best be resolved by a meeting between representatives of the Association and appropriate Hospital officials.

B. Upon request of the Senior Instructors Faculty Staff Council or Michigan Nurses Association, the School's Director and/or the Hospital's Labor Relations Director will meet at a mutually agreeable time with no more than three (3) representatives of the Faculty Staff Council (at least two (2) of whom shall be PR & R members, one of whom shall be chairman or her alternate and no more than two (2) non-employee representatives of the Association on matters of professional working relations, health, safety, nursing standards and other important matters. Such meetings will not exceed one (1) per month except by mutual agreement. An agenda must be submitted by either party at least twenty-four (24) hours in advance. Special conferences will be scheduled within seven (7) weekdays of the date they are requested. Any extension of this time limit shall be by mutual agreement only.

C. Staff Council representatives, if scheduled to work at the time of a Special Conference, shall be granted leave with pay for the purpose of participating in the Special Conference. Association representatives may meet at a place designated by the Employer on the Employer's property for at least one-half ($\frac{1}{2}$) hour immediately preceding the Special Conference.

ARTICLE IX. GRIEVANCE PROCEDURE

A. Statement of Purpose

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of normal operations.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

B. Definitions

"Grievance" shall mean a complaint by a Senior Instructor or a group of Senior Instructors based upon an event, condition or circumstance under which a Senior Instructor works, allegedly caused by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement. The term "days" shall mean calendar days excluding Saturday, Sundays, and holidays.

Time limits defined are to be considered as maximum, but may be extended by mutual agreement.

ARTICLE IX. (CONTINUED)

C. Steps in the Grievance Procedure

Step One (1):

A faculty member with a grievance shall discuss it with a PR & R representative who shall reduce it to writing on the Grievance Form within fifteen (15) days of the occurrence or her knowledge of such occurrence and file it with the Director of the School of Nursing. When so filed, a meeting between the PR & R Committee member and the Director of the School of Nursing shall be held to discuss the grievance within five (5) calendar days from the date the grievance is submitted to the Director. The Director shall submit her answer in writing on the Grievance Form and return it to the person who filed it within three (3) days after the meeting.

Step Two (2):

If the grievance is not resolved at Step One (1), the Chairman of the PR & R Committee or her representative may submit the grievance to the Director of the Hospital. A meeting between the PR & R Committee and representatives of the Association and the Hospital Director and/or his representative will be arranged to discuss the grievance within seven (7) days from the date the grievance is filed with the Hospital Director. The Hospital Director or his designated representative shall submit his written answer to the Chairman of the PR & R Committee within seven (7) days following the meeting.

ARTICLE IX. (CONTINUED)

Step Three (3): Arbitration:

(a) Within thirty (30) days any unresolved grievance which has been fully processed through the last level of the grievance procedure may be submitted to arbitration by the association in strict accordance with the following provisions.

(b) Selection of Arbitrator - The Association and the Employer shall attempt to select an arbitrator. If unable to do so, the Federal Mediation and Conciliation Service will be requested to appoint an arbitrator.

(c) Arbitration shall be invoked by written notice to the other party of intention to arbitrate.

(d) The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power and authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement. Any retroactivity involving pay shall be limited to six (6) months prior to the date of filing the grievance.

(e) The Arbitrator may conduct such investigations as he may consider appropriate. At the Arbitrator's hearing, each party shall have the option of presenting witnesses to matters ruled admissible by the Arbitrator and such witnesses may be cross-examined by the Arbitrator or opposing party.

ARTICLE IX. (CONTINUED)

(f) The Arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement and the Employer, however the Employer or the Association may challenge the award if it was not made in accordance with the Arbitrator's jurisdiction and authority under this Agreement. It shall be stipulated in the request for arbitration that a decision is desired within fifteen (15) days after the hearing.

(g) The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Association.

ARTICLE X. MAINTENANCE OF DISCIPLINE

A. Each faculty member will abide by such rules of professional conduct which will facilitate smooth operations.

B. Discipline will be of a corrective nature rather than punitive, and will be based on the Hurley Medical Center guidelines for disciplinary action.

C. Individual discipline penalties shall be for just cause, and may become subjects for the grievance procedure.

D. Existing rules in conflict with this Agreement shall be modified to conform to it by mutual agreement of the parties. When either party believes an existing rule conflicts with this Agreement or when the Association believes that the application of an existing rule is unreasonable or arbitrary, the question

ARTICLE X. (CONTINUED)

of changing the rule shall be subject for discussion under the provisions of Article VIII, Special Conferences, prior to its becoming an appropriate subject for the grievance procedure.

E. As adequate procedures provide for the equitable settlement of grievances arising under this Agreement, Staff Council members will not engage in or encourage strikes, slow downs, or other similar actions which would interfere with the educational program of the Medical Center School of Nursing. The Hospital will not engage in any lockout of Faculty members.

F. The Hospital shall have the right to discipline or discharge any Faculty member participating in a strike, slow-down, or other such interference. However, the Association shall have recourse to the Grievance procedure as to matters of fact in the alleged actions of such employees.

ARTICLE XI. ROLE OF THE FACULTY

A. Hurley Medical Center, in providing a School of Nursing to serve the community, and the teaching faculty, as a professional group, share the common goal and common responsibility of providing a quality educational curriculum for nurses.

B. The Hospital recognizes that Senior Instructors are responsible for assisting in the formation of the curriculum of the School and are responsible for its evaluation, enrichment and implementation. The Senior Instructors have limited and/or indirect responsibility for patient care provided by student nurses.

ARTICLE XI. (CONTINUED)

C. The parties agree that the teaching faculty must, and shall have authority commensurate with their responsibility for directing and supervising the activities and discipline for nursing students who are assigned to classrooms and to clinical areas for practical experience, and other educational activities which are an integral part of the curriculum.

D. The nursing services and certain ancillary services that are necessary for providing total patient care in the Hospital should be provided by the regular scheduled nurses and other employees customarily assigned to those Hospital departments so that registered nurses of the teaching faculty are left free to perform their primary responsibility of providing nursing education to the students. Members of the teaching faculty shall not perform nursing or ancillary services except under emergency conditions when all available nursing personnel are called on for service.

E. The teaching faculty shares, with the administrative faculty, the development, implementation, and evaluation of the total curriculum.

F. The Hospital accepts the code for Nurses and interpretive statements and will support the Senior Instructor in her compliance with the code. The code is out-lined as follows:

1. The nurse provides services with respect for the dignity of man, unrestricted by considerations of nationality, race, creed, color or status.

ARTICLE XI. (CONTINUED)

2. The nurse safeguards the individual's right to privacy by judiciously protecting information of a confidential nature, sharing only that information relevant to his care.

3. The nurse maintains individual competence in nursing practice, recognizing and accepting responsibility for individual actions and judgments.

4. The nurse acts to safeguard the patient when his care and safety are affected by incompetent, unethical or illegal conduct of any person.

5. The nurse uses individual competence as a criterion in accepting delegated responsibilities and assigning nursing activities to others.

6. The nurse participates in research activities when assured that the rights of individual subjects are protected.

7. The nurse participates in the efforts of the profession to define and upgrade standards of nursing practice and education.

8. The nurse, acting through the professional organization, participates in establishing and maintaining conditions of employment conducive to high-quality nursing care.

9. The nurse works with members of health professions and other citizens in promoting efforts to meet health needs of the public.

ARTICLE XI. (CONTINUED)

10. The nurse refuses to give or imply endorsement to advertising, promotion or sales for commercial products, services or enterprises.

ARTICLE XII. SALARIES

A. The parties agree that the salary schedule for faculty members in this bargaining unit shall be as set forth in the pay plan as outlined herein and made a part of this Agreement.

ARTICLE XIII. HEALTH PROGRAM

A. Physical Examinations

1. At time of hiring, all employees shall receive a physical examination by a licensed physician and at the Hospital's expense, or the Senior Instructor may use her own physician at her own expense. Such physical examination shall include the following laboratory and X-Ray tests:

- (a) Large Chest X-Ray
- (b) Serological Study
- (c) Urinalysis
- (d) CBC
- (e) Screening T.B. Test

ARTICLE XIII. (CONTINUED)

2. Similar physical examinations shall be provided when recommended by the examining physician, or when an employee is continued in employment beyond age sixty-five (65), or when requested by the Hospital's Administration.

3. Senior Instructors in all areas may receive large Chest X-Rays and T.B. Screening Tests on an annual basis. In every case, the X-Ray and T.B. Screening Test shall be provided by the Hospital.

B. IMMUNIZATIONS

1. The Hospital shall provide each employee with the opportunity for obtaining the following immunizations, without charge:

- (a) Small pox vaccination
- (b) Tetanus Toxoid Series, or Booster
- (c) Influenza immunizations
- (d) Rubella
- (e) Others, as required by medical indications

C. ILLNESS ON DUTY

Emergency treatment for a Senior Instructor who becomes ill while on duty shall be provided by the Hospital without charge to the Senior Instructor except for those items which are covered by her Blue Cross/Blue Shield Insurance (or which would have been covered in the case of an eligible but non-participating instructor.)

ARTICLE XIV. VACATIONS

A. Vacations for Senior Instructors employed by Medical Center shall be computed on the basis of time worked each fiscal year; a fiscal year is defined as commencing the first of July and ending the following June 30.

B. Vacations shall accrue as follows:

<u>Years of Service</u>	<u>Days Accrued</u>	<u>Per Hours Worked</u>	<u>Maximum Number Days per Calendar Year</u>	<u>Maximum Accumulation Days</u>
After one year and				
Less than 5	.92	173	11	22
5 through 9	1.34	173	16	32
10	1.42	173	17	34
11	1.50	173	18	36
12	1.59	173	19	38
13	1.67	173	20	40
14	1.75	173	21	42
15	1.84	173	22	44

On July 1st of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding fiscal year.

ARTICLE XIV. (CONTINUED)

C. In the event the instructor suffers a compensable injury or illness and is, therefore, unable to use her accumulated vacation time, such vacation time may be retained as accumulated and used in accordance with XIV G. Within the discretion of the Department Head, any employee may be required to take, during the year, vacation leave equivalent to one-half ($\frac{1}{2}$) of the vacation leave accumulated in the preceding year.

D. Consecutive service for purposes of administering this article shall mean employment uninterrupted by resignation or discharge. However, a Senior Instructor shall not receive vacation credit for any absences without pay of two (2) calendar weeks or longer. Vacations may be taken at any time during the fiscal year with the approval of the Hospital.

E. A Senior Instructor whose vacation period contains a holiday shall have one (1) day added to her vacation, or may schedule one (1) vacation day at a subsequent time.

F. If a Senior Instructor makes a request to take a vacation prior to July 1st and the Hospital approves the vacation, the amount of vacation time allowed with pay is the number of days credit earned as of the beginning date of the vacation. Senior Instructors who take their vacation prior to July 1st, may anticipate maximum vacation time; if taken prior to July 1st, the Hospital will give that instructor additional pay on the first (1st) pay day following July 1st in an amount

ARTICLE XIV. (CONTINUED)

equal to the difference between the amount of vacation time paid at the time the vacation was taken and the amount of vacation credit as of July 1st.

G. A Senior Instructor who is on leave of absence because of illness and has exhausted her sick leave accumulation shall have the option of either going on leave of absence without pay or using her currently earned vacation days for the remaining period when she is off ill.

H. If a Senior Instructor's service with the Hospital is terminated at any time after she has completed one (1) year of service, or if she enters the Armed Forces of the United States regardless of her length of service, she shall receive vacation pay accumulated up to the date of termination. In case of her death, the proportionate share of her unused vacation pay will be paid to the instructor's estate.

I. Whenever possible, vacations will be scheduled at the convenience of the instructor. However, the Hospital reserves the right to approve vacation schedules in accordance with the needs of the Hospital and patient care.

J. If a regularly scheduled pay-day falls during a Senior Instructor's vacation, she may receive her check in advance before going on vacation.

ARTICLE XV. HOLIDAYS

A. Regular Holidays

The Hospital recognizes the following regular holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

1. Each full-time Senior Instructor will be paid for each of the above holidays at her regular straight rate of pay, provided: that she has worked on her last scheduled working day prior to the holiday and her next scheduled working day after the holiday, or has had her absence for either or both of such days excused by the Hospital.

2. Any full-time instructor who is required to work on a regular holiday shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times her regular rate of pay for the hours actually worked. In addition any full-time instructor will receive any holiday pay she may be entitled to under the above provision.

3. A full-time instructor who works a full holiday shift, at her request and with the approval of the Department Head, may receive time and one-half for that work plus holiday pay, and receive a compensatory day off without pay.

4. Senior Instructors at the School of Nursing will not be required to work on the above holidays. A Senior Instructor may be allowed to work on a holiday at her straight

ARTICLE XV. (CONTINUED)

time rate of pay, with approval of the Director of the School of Nursing, and will have a compensatory day off.

B. Special Holidays

The Hospital recognizes, as Special Holidays, the day after Thanksgiving, the day before Christmas and the day before New Year's Day.

1. Full-time Senior Instructors who would otherwise have been required to work on a special holiday shall be entitled to a day off or that portion of a day off with pay at their regular rate of pay for each special holiday.

2. A full-time Senior Instructor who is required to work on a special holiday shall receive time off equal to the time worked on the particular day in question. Such additional time off shall be at straight time and shall be taken as mutually agreed upon by the appropriate Director and the instructor.

3. In the event that a special holiday occurs on a day not scheduled for work by a Senior Instructor, the instructor shall be entitled to a day off or portion of a day off at her regular rate of pay at a time to be scheduled by mutual agreement of the appropriate Director and the Instructor.

C. General Provisions

1. A Senior Instructor who is scheduled to work on a regular or special holiday but who fails to report for

ARTICLE XV. (CONTINUED)

work shall not be entitled to any holiday pay or compensatory time off, unless her absence is excused by the Hospital.

2. In all cases where benefits are received under this Article, the hours worked on a regular holiday shall not be considered in computing any further overtime pay.

3. When a holiday falls within a Senior Instructor's vacation period, or during an approved leave of absence with pay, she will be paid for that holiday in lieu of her vacation pay or leave of absence pay for that day. If on vacation, she may have one (1) additional day added to her vacation, upon request.

4. A Senior Instructor who terminates her employment prior to the completion of six (6) months of employment, and who has received holiday pay or compensatory time off, shall have an amount equal to that previously received as holiday pay or compensatory time off deducted from her separation pay.

5. If any regular holiday falls on a Senior Instructor's scheduled day off, such day shall be paid as a holiday and another day off may be scheduled at the mutual convenience of the appropriate Director and the Instructor.

ARTICLE XV. (Continued)

6. All work performed shall be considered as accomplished on the date during which the majority of hours are worked.

ARTICLE XVI. LEAVES OF ABSENCE

A. Sick Leave

1. All regular, full-time employees shall accrue one day of "sick leave" for each 173 hours of credited service, but not to exceed twelve (12) days for fiscal year. No sick leave shall accrue while an employee is on unpaid leave for two weeks or more.

2. Sick leave shall be paid at the Senior Instructor's regular rate of pay at the time the sick leave is used.

3. Senior Instructors are expected to use sick leave only for the purpose herein provided. An Instructor who becomes ill or is injured and who expects to be off work so as to use her paid sick time should notify the appropriate office as promptly as practical under the circumstances.

4. If a Senior Instructor becomes seriously ill or injured during her vacation with vacation time left, she may, at her option, and upon submitting medical verification, complete her vacation time credit or may suspend her vacation and use her paid sick time thereafter. In such circumstances, the Senior Instructor should immediately notify the appropriate office of the situation. Her failure to do so may result in denial of her claim against paid sick time.

5. When a Senior Instructor is on sick leave which extends beyond the time when she has exhausted her sick leave accumulation, she may, at her discretion, have additional days charged against her vacation days then accrued or take a leave without pay for the remaining period of that illness.

ARTICLE XVI. (Continued)

6. Senior Instructor's will not be required to obtain a physician's certificate for sick days unless an illness extends for more than three (3) consecutive days; provided, that the Hospital may require a physician's certificate in cases of repetitive absences following proper notification to the individual Instructor by the Hospital.

7. Any employee who retires from the City of Flint, Hurley Medical Center, under provisions of the Retirement Ordinance, shall be compensated in cash for any accumulated unused sick leave days up to sixty (60) days of such accumulated leave plus one-half ($\frac{1}{2}$) day for each day of unused sick leave in excess of 120 days.

Dependent survivors of an employee, whose death was in the line of duty, shall be paid in cash for each day of unused and accumulated sick leave on the same basis as though retired. Dependent survivors of an employee, whose death is non-duty connected, shall be paid in cash for one-half ($\frac{1}{2}$) day for each day of unused and accumulated sick leave. A living spouse will automatically be determined a bona fide dependent. No payments against unused or accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide. Payment shall be made at start of the fiscal year, subsequent to death.

B. PERSONAL LEAVES OF ABSENCE

1. Personal Leaves of absence, without pay, for reasons other than those specified elsewhere in this Agreement, but not for the purpose of looking for, seeking, or securing work elsewhere, may be granted by the Hospital upon written application by the employee.

(a) When a personal leave under this provision is granted for a period of not more than thirty (30) days, the individual shall be entitled at the termination of such leave to be re-employed in the same classification she held at the time the leave was granted. Seniority and longevity

ARTICLE XVI (continued)

shall be retained and accumulated during this period of leave. Sick leave and vacation shall be retained but not accumulated during this period of leave, except that accumulated vacation with pay may be used in addition to or in lieu of personal leave at the instructor's request.

(b) When a personal leave is granted for a period of more than thirty (30) days, the employee's position will not automatically be held open for her. If her position is not held open, she shall be so advised at the time that determination is made. The Senior Instructor shall be entitled to be re-employed in her original position if she is able to return within one (1) week of the notification. If the faculty member is unable to return at that time, she may be re-employed when a position is available at the level and type of position previously held, or in such other position and level in which there may be an opening. During such leave an employee's seniority and longevity shall be retained and accumulated, but sick leave and vacation shall be retained but not accumulated, except that accumulated vacation with pay may be used in addition to or in lieu of personal leave at the nurse's request.

2. The Senior Instructor shall agree when personal leave is granted to keep the Hospital informed of any change in her status or condition that caused the Instructor to request the leave.

3. Extensions of a Senior Instructor's personal leave of absence may be granted, if requested, in writing.

ARTICLE XVI. (CONTINUED)

C. Emergency and Bereavement Leave

Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death in the employee's immediate family or for any other situation considered an emergency by the employee's department head who shall allow the application for the leave in accordance with this paragraph. Immediate family shall be defined to include Parents, Step-parents, Grandparents, Grandchildren, Husband, Wife, Children, Step-Children, Brother, Sister, Step-Brother, Step-Sister, or in-laws in the same relationship or other relatives living in the employee's home. Employees shall also be granted leave with pay up to one half (1/2) day for the purpose of attending funerals of other close relatives. Total paid leave as outlined in this paragraph shall not exceed a total of five (5) working days. Emergency leave may be supplemented by use of vacation leave as elsewhere provided.

D. Maternity Leave

1. An employee who becomes pregnant shall be entitled to a maternity leave without pay. Such leave may commence at any time after her physician has confirmed pregnancy. Upon confirmation of pregnancy, the employee shall notify her supervisor. Permission to continue working shall be granted when requested by the employee and when supported by a physician's statement.

ARTICLE XVI. (CONTINUED)

2. (a) An employee will have the right to remain on leave status for not more than two (2) years, beginning from the date she enters such status. The employee on such leave may not return to work sooner than eight (8) weeks after termination of pregnancy, however, she may return sooner if certified by her physician. Maternity leave shall end three (3) months following termination of her pregnancy after examination by her personal physician and she is reported physically able to work. If, however, further leave due to pregnancy is recommended by her physician, an additional leave of absence may be granted. The employee will be able to return to work in the same job with shift preference and classification held by her before going on such leave, within three (3) months after termination of pregnancy. Two (2) extensions of ninety (90) days may be granted. Otherwise, she shall return to work in a similar job in the bargaining unit in the next lower classification, if any, where a vacancy exists until such time as she can be reinstated in her original classification and job.

In cases where pregnancy is terminated by abortion or non-viable birth, or in cases of infant mortality, time limits specified in Two (2) (a) above, may be waived upon recommendation of the employee's attending physician.

ARTICLE XVI. (CONTINUED)

3. Employees returning to work following a pregnancy leave must make application to the Personnel Office at Hurley Medical Center so that arrangements can be made for re-employment.

4. Vacations, holidays, sick leave and other fringe benefits shall not accumulate during such leave. However, a Maternity Leave shall not be considered as an interruption of continuous service for the purpose of eligibility for benefits and she may maintain Hospitalization and Insurance coverage during such leave for a maximum of six (6) months and by making proper payments to the Hospital for hospitalization insurance. After return to work the employee shall retain any benefits accrued up to the date of the maternity leave.

5. A maternity leave shall not ordinarily be considered as sick leave under the sick leave policy. However, sick leave and/or unemployment compensation may be paid under circumstances as provided by State and/or Federal laws and/or regulations, or proper legal interpretation by an appropriate official.

6. Adoption shall be handled as a Maternity Leave, except for paragraph five (5) above.

E. Military Service Leave

Application for military service leave of absence shall be made to the Hospital in writing as soon as the faculty

XVI. (CONTINUED)

member is notified of her acceptance in military service and in any event not less than two (2) weeks prior to her departure. A Senior Instructor on military service leave shall retain any unused sick leave or vacation time accrual, and her rights under such leaves shall be governed by applicable Federal and State Statutes and Court decisions.

Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corps Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in the case of active service the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in case of compulsory reserve training, the period of payment shall be determined by the appropriate Department Head. Before such payment shall be made, the employee shall furnish the Personnel Director of Hurley Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other Governmental authority for such service.

F. Extended Illness Leave

A leave of absence without pay granted because of illness following the exhaustion of instructor's accrued sick

XVI. (CONTINUED)

leave may be granted for a period of up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave and may be extended for one (1) additional year. Said request shall be accompanied by a physician's certification as to the necessity of the requested leave.

G. Educational leave

1. Upon written application, a Senior Instructor may be granted a leave of absence to pursue a full-time education program in nursing or a related field for up to two (2) years without the loss of employment status or accrued benefits; provided, however, that the length of the time of educational leave shall not be more than one-half ($\frac{1}{2}$) of the period of her continuous employment by the City of Flint.

2. A Senior Instructor who successfully pursues an educational program for which the educational leave was granted shall upon her return to employment be granted longevity or seniority for the period of such educational leave in determining her advancement on the salary schedule.

H. Association Business Leave

1. A Senior Instructor who is selected or elected by the Association for official association business that will require absence from work shall be granted a leave of absence without pay and without loss of status for the duration of the

XVI. (CONTINUED)

assignment. She shall retain her seniority and all other rights of accrued longevity, vacation time and sick leave.

2. A Senior Instructor who is certified by the Hurley Medical Center Staff Council's President as officially authorized representative shall be granted leave without pay to attend meetings, either State or National, as hereinafter provided, and no more than two (2) representatives shall be certified to the Hospital Administrator and the Director of the School of Nursing as to the time, date and purpose of such meetings, such notice to be submitted at least ten (10) days prior to the date of such meeting.

I. Personal Leave Days

1. Not more than two (2) paid personal leave days may be used during the fiscal year; provided forty-eight (48) hours advance notice is given. Such leave is not to be cumulative.

2. Sick leave with pay of up to two (2) days per fiscal year may be utilized by the faculty member for personal business use, upon reasonable notice to her department, provided she has sick leave accumulation of at least six (6) days.

ARTICLE XVII. WORKMEN'S COMPENSATION AND SUPPLEMENTAL PAY

A. The Hospital shall provide coverage for all faculty members under the Michigan Workmen's Compensation Act.

B. A Senior Instructor who is injured and draws Workmen's Compensation as a result of her employment by the Medical

ARTICLE XVII . (CONTINUED)

Center will receive from the Hospital a supplemental payment equal to the difference between the weekly Workmen's Compensation received and her normal take-home pay. These supplementary payments will be made bi-weekly for time actually lost for a period not to exceed twenty-six (26) weeks. Supplementary payments for time lost in excess of twenty-six (26) weeks may be paid by the Hospital solely at the discretion of the Hospital Director.

C. Supplementary payments provided for in Paragraph B above shall cease:

1. When the employee returns to work.
2. If the attending physician certifies that the faculty member is able to return to work.
3. If the faculty member is permanently disabled and receives a disability retirement under the City of Flint Pension Program and disability benefits under Social Security.

ARTICLE XVIII. JURY DUTY PAY SUPPLEMENT, COURT TIME

A. Jury Duty Pay Supplement

1. A Senior Instructor who is called for jury duty shall notify her immediate supervisor immediately upon receiving notice of such call.

ARTICLE XVIII. (CONTINUED)

2. If a Senior Instructor serves on jury duty during days when she would normally be scheduled to work, the Hospital will provide a jury duty pay supplement to make up the difference between the jury duty earnings and her normal pay check upon her presentation to the Personnel Office of a written statement of her jury duty earnings from the proper Court Official.

B. Court Time

1. If a Senior Instructor is called as a witness in a Judicial Proceeding for reasons arising out of her Hospital employment she shall:

(a) Receive leave with pay for such attendance if it arises during a period when she is scheduled for work, or

(b) Be paid at one and one-half (1½) times her normal rate of pay for such Court time when it occurs during hours when she is not scheduled for work.

(c) Any subpoena fees paid by the Court to the Employee shall be turned in to the Hospital Cashier's Office before the above payments will be made.

ARTICLE XIX. INSURANCE PROGRAM

A. Hospital Medical and Surgical Insurance

The Hospital will provide without charge to each Senior Instructor and her family Blue Cross/Blue Shield Hospital

ARTICLE XIX. (CONTINUED)

Medical and Surgical Insurance coverage, MVF, ward coverage, with \$2.00 Co-Pay Prescription Rider if the instructor elects to accept this optional benefit by completing the necessary enrollment forms.

1. The Blue Cross option may be exercised within thirty (30) days of an employee's date of hire or during the annual enrollment period. Employees who are on an authorized leave of absence without pay for not more than thirty (30) days shall have the full cost of whatever contract they have in the Hospital Group continued by the Hospital for a maximum period of thirty (30) days.

B. Discount Policy

Senior Instructors who do not elect Blue Cross coverage shall receive the Hospital discount policy. The Hospital will provide a discount on Hospital in-patient charges for the employee, the employee's spouse and dependent minor children and any other dependent person living in the employee's household, in an amount which is or would be equal to any in-patient charges not covered by Blue Cross/Blue Shield MVF coverage described above. A similar discount for out-patient services shall be limited to not more than fifty per cent (50%) of the total charge.

1. In the computation of the Courtesy Discount, the charge for special serums, appliances, braces, etc., which must be purchased by the Hospital for the patient, shall not be included in the amount subject to Courtesy Discount.

ARTICLE XIX. (CONTINUED)

2. Employees requesting a discount for out-patient service, other than emergency service, should obtain a Discount Certificate from the Personnel Office prior to obtaining the service. It shall be the responsibility of the Personnel Office to check the Admission Sheet (including In and Out-Patients) daily to determine services given to employees. From the Admission Sheet the Personnel Office will complete discount slips and forward them to the Cashier's Office (of the Out-Patient Clerk). It will be the responsibility of the employee involved to notify the Personnel Office when a member of their immediate family has received hospital service.

C. Life Insurance

The Hospital shall provide each full-time Senior Instructor who has completed six (6) months service life insurance and dismemberment coverage in the amount of six thousand dollars (\$6,000) and double indemnity coverage in this amount in the event of accidental death.

1. A Senior Instructor can designate a beneficiary on life insurance coverage by completing the appropriate form in the Personnel Office. In the event that no beneficiary is designated, the policy will be payable to her estate.

2. It is agreed that such life insurance coverage will be continued for a faculty member who is on leave of absence for a period of up to six (6) months.

ARTICLE XIX. (CONTINUED)

D. Liability Coverage

The Hospital shall provide liability coverage for all Senior Instructors who may be subject to liability claims for incidents arising out of their employment of at least one million (\$1,000,000.00) dollars per incident.

E. Retirement Program

Senior Instructors in this bargaining unit shall be participants in the Retirement Program of the City of Flint as established by the City Charter and Ordinances.

ARTICLE XX. PROMOTIONS AND EVALUATIONS

A. A Senior Instructor who demonstrates potential ability and aptitude for positions of increased responsibility shall be given every possible consideration for promotion when vacancies occur.

B. Whenever a vacancy exists, or a newly created position is about to be established, a notice of the vacancy or newly created position will be posted on the Faculty and Hospital's bulletin boards for a period of not less than ten (10) working days. Any faculty member qualified for the position may file a written request with the Personnel Office.

ARTICLE XX. (CONTINUED)

The most qualified applicant shall be appointed to the vacancy or newly created position. However, when two or more instructors are equally qualified, the instructor with the most seniority shall be moved into the new or vacant position.

C. Each Senior Instructor shall read the written evaluation of her performance made by the Director of the School of Nursing or her representative. A faculty member may submit written comments concerning her evaluation and such comments will be filed with the evaluation. Employees shall sign the evaluation form. The employee's signature is not intended to mean that she necessarily agrees with the rating, but merely that she has had an opportunity to review it with one (1) of the raters.

D. Written evaluations will be completed by her immediate supervisor each two (2) months for the first six (6) months following a Senior Instructor's employment, and on her annual anniversary date from that time on.

ARTICLE XXI. EDUCATIONAL COURSES

A. If a Senior Instructor desires to enroll in one (1) or more courses in an accredited educational institution in the field of nursing or in courses which the Director of the

ARTICLE XXI. (Continued)

School of Nursing and the Hospital Administrator agree would aid her in her practice and performance of her services and will contribute to her professional growth, she may submit, in advance of her commencing such course or courses, a letter of application to the Director for reimbursement of costs of her tuition, books, and supplies.

B. The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and the name of the educational institution, and the cost thereof.

C. Upon proof of satisfactory completion of the course or courses and the amount expended for tuition, books and supplies, the Faculty member shall be reimbursed for such expenses up to \$450.00 per two (2) fiscal years period; provided that the faculty member agrees in writing to remain an employee for a period of 24 months following exhaustion of the \$450.00 limit, and likewise agrees that if he or she leaves the Medical Center's employment before the twenty-four (24) month period has expired, she will repay the educational course reimbursement to the extent of one-twenty-fourth (1/24) of such sum for each month short of meeting the twenty-four (24) month requirement.

ARTICLE XXI. (CONTINUED)

D. A Senior Instructor enrolled in an educational course which requires a reduction in her work week of not to exceed four (4) hours shall retain her full-time status.

ARTICLE XXII. PROFESSIONAL MEETINGS

A. The Employer will encourage attendance at professional meetings sponsored or co-sponsored by the Association (to include clinical sessions held in conjunction with the annual meeting) or other professional associations or institutions, where attendance is likely to increase the competency of a faculty member in her professional capacity.

B. Senior Instructors desiring to attend professional meetings shall submit requests to the Director of the School of Nursing for approval to attend.

C. Senior Instructors receiving approval to attend professional meetings shall be given time off, without loss of pay, to attend such meetings, and, may also be reimbursed for necessary out-of-pocket expenses incurred in such attendance. A record of such expenses shall be submitted in voucher form to the Hospital Director for his approval.

ARTICLE XXIII. TERMINATION OF EMPLOYMENT

A. Senior Instructors on faculty at the School of Nursing shall give written notice of termination to the Hospital at

ARTICLE XXIII. (CONTINUED)

least three (3) months prior to the termination date except in cases of emergency. Whenever possible, and except in cases of emergency, instructors shall not terminate during an academic year.

B. At least three (3) months or one (1) academic term, whichever is applicable, written notice of termination by the Hospital shall be given to Senior Instructors on faculty at the School of Nursing. The Hospital will not impose any automatic or unusual penalties upon instructors who terminate or are terminated.

ARTICLE XXIV. OTHER CONDITIONS

1. Employees should report any change of home address or telephone number to the Personnel Office so that records may be corrected accordingly. Changes in the status of dependents on the withholding exemption certificate should also be reported.

2. The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Council.

3. The Hospital shall pay all necessary expenses incurred by a Senior Instructor while performing her duty as part of her job in court appearances.

ARTICLE XXIV. (CONTINUED)

4. A mileage allowance of twelve (12) cents per mile will be paid by the Hospital to Senior Instructors using their own automobile for assigned Hospital duties.

5. Except for specific provisions made elsewhere in this Agreement, all privileges and benefits will be maintained during the term of this Agreement at not less than the current minimum standard in effect.

6. Practices and procedures now in effect shall not be changed except following a joint conference.

7. The Hospital shall supply to each Senior Instructor in this unit a copy of this Agreement.

ARTICLE XXV. SAVINGS CLAUSE

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan.

To the extent that any provisions in this Agreement conflicts with any provisions of any law or government guidelines, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, court decision, rules and regulations or government guidelines, state or federal, now in effect or passed in the future, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, or Provision which is deemed invalid.

ARTICLE XXVI. SENIORITY

A. The Hospital agrees that only full-time employees will be used in the classification of Senior Instructor. However, temporary full-time employees may be used when permanent full-time employees are on a leave of absence.

B. Seniority is defined as the length of a nurse's continuous employment with the Hospital.

C. The leaves of absence outlined in Article XVI (Leaves of Absence) shall not be considered as breaks in continuous employment. It shall not be considered a break in continuous service whenever a Senior Instructor is not scheduled to work (during regular school recesses) and seniority shall be retained and accumulated during such periods.

D. A Senior Instructor shall lose seniority for any of the following reasons:

1. Discharge for just cause
2. Retirement
3. Resignation not withdrawn before its effective date.

E. If there is a lack of work or other justifiable reason for layoff; layoffs within classification and department shall be made in reverse order of total accrued seniority, unless an employee with more seniority is not qualified for a position held by an employee with less seniority. Recalls shall be made in order of total accrued seniority within classification

ARTICLE XXVI. (CONTINUED)

and department unless an employee is not qualified to fill an open position. Names of employees who are laid-off shall be placed on a re-call list for the appropriate classification and department. Names shall remain on the appropriate list for the amount of their seniority or a maximum of two (2) years from the effective date of the layoff. No new employees may be hired if a recall list exists for the classification. Employees on layoff from one department will be referred for vacancies for which they possess basic requirements in other departments. Such employees will be given a reasonable period of time (usually six (6) months) for on-the-job training and development of specific skills and/or knowledge. If such employees are available for referral, no new applicant shall be employed from outside the hospital.

F. If an employee is to be laid off from a higher classification within a department, the employee will be demoted and any other employee with less seniority in the lower classification shall be laid off first, if the employee with more seniority is qualified to fill the position of the employee with less seniority.

G. Layoffs within classification and department will be made in the following order:

- a. Temporary or emergency employees
- b. Provisional employees
- c. Seasonal employees
- d. Part-time employees
- e. Full-time employees

ARTICLE XXVII. TEACHING LOAD

During the school year the teaching load for each Senior Instructor shall be based on the following:

A. Each Senior Instructor shall have a teaching load consisting of Lecture Hours, Laboratory Hours, Administrative Duty Hours, and Office Hours.

B. In computing each Senior Instructor's Teaching load, the following weights is recommended:

Lecture - Weight of 6%/ hour per week

Laboratory - Weight of 4%/ hour per week

Administrative - Weight of 3%/ hour per week

Office - Weight of 2%/ hour per week

C. In scheduling the teaching load for each Senior Instructor, the following schedule is recommended:

Lecture - 3 hours/wk =	18%
Laboratory - 12 hours/wk	48%
Administrative - 9 hours/wk	27%
Office - 3 hours/wk	6%

Total 99%

D. In the event that a Senior Instructor is scheduled for a teaching load totaling more than 100% average over the semester, the Senior Instructor shall be paid for the additional teaching load pro-rated on the basis of the number of extra teaching load hours the Senior Instructor is required to work.

ARTICLE XXVII. (CONTINUED)

E. As used in this Article, each contact hour is equal to fifty (50) minutes.

F. As scheduled by the Director of the School of Nursing, Senior Instructors may not be required to be present at the School of Nursing when not scheduled for teaching load hours as described in paragraph A of this Article.

November 21, 1973

MEMO OF UNDERSTANDING

A two (2) year Agreement has been reached between Hurley Hospital, the Employer, and the Senior Instructors Faculty Staff Council, the Council affiliated with the Michigan Nurses Association, to be effective July 1, 1973. The compensation Agreement provides the following:

- a. A base rate increase of .24 per hour
- b. A "catch-up" increase for four(4) members of the Council of .28 per hour.
- c. Establishment of a Master's Degree classification at least \$650.00 above the basic rates.
- d. An additional "catch-up" increase for members of the Council of .29 per hour, effective July 1, 1974.

Negotiations shall be reopened on May 1, 1974, on the following:

- a. Basic wage rates and differentials.
- b. Establishment of an academic year and an annual salary.
- c. Any residual "catch-up" adjustment due members of the Council.

The above Agreement is subject to ratification by both parties.

FOR THE COUNCIL

Mary L. Devlin

Mary J. Smith

William Allen, M.N.A.

FOR THE HOSPITAL

Ben Woodard

J. Doris Petross

ARTICLE XXVIII. TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1975, and shall continue in operation and effect until June 30, 1976. If either party hereto desires to terminate, modify, or amend this Agreement, it shall, at least sixty (60) days prior to June 30, 1976, give notice in writing to the Employer or to the Association as the case may be of its intention to modify or terminate this Agreement. In the event that notice is given, such notice shall include the modifications desired; however, such list of modifications shall not preclude the negotiation of other items that may arise during such negotiations. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after June 30, 1976, subject to termination or modifications, thereafter by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of June, 1975.

SENIOR INSTRUCTORS STAFF COUNCIL

MICHIGAN NURSES ASSOCIATION

W. J. Allen /s/

Mary Lou Devlin /s/

Mary Jean Smith /s/

HURLEY MEDICAL CENTER

EMPLOYER

D. J. Neilson /s/

Ben Woodard /s/

Al Pryor /s/

Mary Ann Vetter /s/

HUPLEY MEDICAL CENTER

SETTLEMENT AGREEMENT

between

SENIOR STAFF FACULTY M.N.A.

and

HURLEY MEDICAL CENTER

JULY 1, 1975 THRU JUNE 30, 1976

1. \$0.36 per hour across the board plus catchup of \$0.28 for Category II.
2. 1800 hours paid (45 weeks) need not be consecutive.
3. 1840 Hours base for individual at 20 year level.
4. Work required beyond the School year will be paid at individual's base hourly rate.
5. Senior Instructors working with 3rd year students will be given the appropriate amount of release time during the School year for contact hours after May 21, 1976, to the extent that release time is not given, the Senior Instructor will be paid for the additional hours.
6. Masters Degree incentive pay will be \$300.00 annually for Bachelors plus fifteen (15) credit hours; and \$800.00 differential for Masters Degrees in fields relative to Nursing and/or Education.
7. Add Section 24, paragraph M & L from Local 825 Contract.
8. All other areas of Agreement as reflected in minutes of June 4, 1975, and June 11, 1975.
9. Overload based on semester average.

FOR THE ORGANIZATION

FOR MEDICAL CENTER

W. J. Allen, Field Representative/s/ D. J. Neilson /s/

Mary Lou Devlin /s/ Ben Woodard /s/

Mary Jean Smith /s/ Al Pryor /s/

Mary Ann Vetter /s/

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE - SENIOR INSTRUCTORS

JULY 1, 1975

	<u>1st 6 Months</u>	<u>2nd 6 Months</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>10th Year</u>	<u>15th Year</u>	<u>20th Year</u>
1800 Hr Rate	\$7.512	\$7.572	\$7.647	\$7.791	\$7.778	\$8.083	\$8.261	\$8.438	\$8.579
2080 Hr Annualized Rate	\$6.50	\$6.552	\$6.617	\$6.742	\$6.730	\$6.994	\$7.148	\$7.302	\$7.424

One individual at 20 year level will be paid on the basis of 1840 hours for July 1, 1975 thru June 30, 1976

Masters Degree incentive pay will be \$300.00 annually for Bachelors + 15 Credit hours;
and \$800.00 differential for Masters Degrees in fields relative to Nursing and/or Education.

ADDENDUM TO CONTRACT

HURLEY HOSPITAL SENIOR INSTRUCTORS FACULTY

COUNCIL

This addendum to the Council's Agreement shall be effective as of July 1, 1974 and shall remain in full force for the length of the contract.

1. Memorandum of Understanding dated June 19th, 1974.
2. Deletion of ARTICLE XIV - VACATIONS: Remaining vacation earned prior to July 1, 1973, will be paid in a lump sum. Vacation earned after July 1, 1973, is included in the salary effective July 1, 1974.
3. New Article, SCHOOL YEAR:
 - A. The school year for Senior Instructors shall be from the official opening of the school year for students and shall extend to the official close of the school year for students. However, a Senior Instructor may be required to work up to five (5) additional days.
 - B. Any Senior Instructor whose service are required at times other than when the students are in attendance shall be paid for that period of time at the rate of \$6.50 per hour.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of June, 1974.

FOR THE COUNCIL

Mary Jean Smith
Mary Jean Smith
Mary Lou Devlin
Mary Lou Devlin
Mary Louise Myrkle
Mary Louise Myrkle
William J. Allen

FOR THE HOSPITAL

Ben Woodard
Ben Woodard
P. Doris Petross
P. Doris Petross
D. H. MacDermaid
D. H. MacDermaid

MEMORANDUM OF UNDERSTANDING

between

HURLEY HOSPITAL, THE EMPLOYER, and
THE HURLEY HOSPITAL SENIOR INSTRUCTORS FACULTY
STAFF COUNCIL, the Council

June 19th, 1974

An understanding has been reached between the parties encompassing the following economic benefits to be effective July 1, 1974:

1. All members of the Council will receive an increase of \$0.36 per hour; and
2. An additional \$250.00 per year will be paid to members who have earned at least fifteen (15) credit hours towards a Master's Degree; and
3. The differential for the Master's Degree will be increased to \$683.00 per year; and
4. All members will be paid on the basis of a school year, but in twenty-six (26) equal payments; and
5. The following articles of the contract are superseded by this understanding:

ARTICLE XIV
ARTICLE XV (except paragraph C-6)

The above Understanding is subject to ratification by both parties.

FOR THE COUNCIL:

Mary Jean Smith
Mary Lou Dewlin
William J. Allen

FOR THE EMPLOYER

Ben Woodard
Robert E. White
J. Davis Petross
W. Mac Dermid