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A G R E E M E N T

between

HURLEY HOSPITAL SCHOOL OF NURSING

FACULTY ORGANIZATION

and

HURLEY HOSPITAL, A DEPARTMENT OF

THE CITY OF FLINT

Flint, Hurley Hospital

Hurley Hospital  
6th Avenue & Beulah  
Labor Relations  
Flint, Michigan

48502

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AGREEMENT  
between  
HURLEY HOSPITAL SCHOOL OF NURSING  
FACULTY ORGANIZATION  
and  
HURLEY HOSPITAL, A DEPARTMENT OF  
THE CITY OF FLINT

This Agreement entered into this 1st day of April, 1974, by and between Hurley Hospital, a department of the City of Flint, hereinafter called the "Hospital", or the "Employer", and the Hurley Hospital School of Nursing Faculty Organization, hereinafter called the "Organization".

ARTICLE I.     RECOGNITION

The Employer hereby recognizes the Organization as the exclusive bargaining representative, as defined in Act No. 336 of the Public Acts of 1947, as amended, 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 School of Nursing Instructors on the teaching faculty at the School of Nursing of Hurley Hospital, excluding the Director of the School of Nursing, the Associate Director, the Assistant Director and all other employees.

ARTICLE II. ORGANIZATION MEMBERSHIP AND SECURITY

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

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 Organization.

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

ARTICLE III. PAYROLL DEDUCTION FOR ORGANIZATION DUES

A. The Employer agrees to deduct from the salaries of Faculty members, dues for the Organization in accordance with the standard form used by the Organization provided that the said form shall be executed by the employee and filed with the Employer. The written authorization for Organization Dues

ARTICLE III. (CONTINUED)

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 II, shall result in the termination of the employment of said employee.

B. 1. Dues for the Organization shall be deducted together in ten (10) monthly installments. Appropriate adjustments shall be made for an instructor 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.

2. The Organization is to hold the employer harmless, if as a result of dues deduction in compliance with this paragraph, any Court, State Board, Commission, or any other authority rules that any Instructor of the School of Nursing is entitled to refund of such dues.

C. The Organization 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 Organization providing thirty (30) days notice of such change.

D. All dues so deducted shall be sent to the Treasurer of the Organization promptly under procedures established by the Hospital.

ARTICLE IV. 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 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, 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 just 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 or the handbook, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to the Organization and the employees, to require compliance therewith by employees, is recognized. The Organization reserves the right to question the reasonableness of the Hospital's rules and regulations through the grievance procedure, and shall request a joint conference meeting during the fourteen (14) day period mentioned above and before such rules and regulations are to become effective.

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 Faculty members because of race, color, national origin, religious affiliation, residency, sex, age, marital status, membership or activity on behalf of the Organization.

ARTICLE V. EMPLOYEE REPRESENTATION

A. The professional Rights and Responsibility Committee, hereinafter referred to as the PR & R Committee, composed of three (3) Faculty Members including the Chairman of the Organization, shall represent the members of the unit in the grievance procedure. Names of these committee members shall be furnished in writing to the Employer by the Organization.

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

C. 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.

D. 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 (1/2) hour immediately preceding the meeting with the Employer representatives.

ARTICLE V. (CONTINUED)

E. Representatives of the Organization may visit the members in this unit for the purpose of representing such members in the grievance or special conference procedures, 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 VI. PROFESSIONAL NEGOTIATION PROCEDURE

A. Two (2) Organization 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 Organization.

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.

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 School of Nursing Organization.



ARTICLE VI. (CONTINUED)

D. Any Agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Employer and the Organization.

E. When negotiation sessions or meetings with the Employer are scheduled during the regular work schedule of Organization members, the Organization 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 VII. 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 Organization and appropriate Hospital officials.

B. Upon request of the Organization, or the Director of the Hospital, the Director of the Hospital or his designated representatives will meet within ten (10) days at a mutually agreeable time with no more than three (3) representatives of the Organization (at least two (2) of whom shall be PR & R members, one (1) of whom shall be chairman and no more than two (2) non-employee representatives of the Organization on matters of

ARTICLE VII. (CONTINUED)

professional working relations, health, safety, nursing standards and other important matters. Such meetings will not exceed one (1) per month except by mutual agreement. Agenda must be submitted by requesting party at least twenty-four (24) hours in advance.

C. Organization 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. Organization representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the Special Conference.

ARTICLE VIII. 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.

ARTICLE VIII. (CONTINUED)

B. Definitions

1. A "Grievance" shall mean a complaint by a Faculty member or a group of Instructors, or the Organization Chairman may file a grievance involving a matter of broad Hospital policy or interpretations not covered in this Article based upon an event, condition or circumstance under which a Faculty member works, allegedly caused by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement.

2. The term "days" shall mean calendar days excluding Saturday, Sunday, and holidays.

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

C. Steps in the Grievance Procedure

Step One (1):

A faculty member with a grievance shall request a PR & R representative through the Personnel Office and shall discuss it with a PR & R representative who may reduce it to writing on the Grievance Form and file it with the Director of the School of Nursing or her designate. When so filed, a meeting between the PR & R Committee member, the grievant (if she so desires), and the Director of the School of Nursing or her designate shall be held to discuss the grievance within five (5) calendar days from

ARTICLE VIII. (CONTINUED)

the date the grievance is submitted to the Director or her designate. The Director or her designate shall submit her answer in writing on the Grievance form and return it to the person who filed it within five (5) 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 not more than two (2) members of the PR & R Committee, one (1) of whom should be the Chairman, and representatives of the Organization 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. If the Hospital Director fails to respond to the grievance, the settlement requested shall be implemented.

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 Organization in strict accordance with the following provisions.

ARTICLE VIII. (CONTINUED)

(b) Selection of Arbitrator - The Organization 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.

(e) Any claims including claims for back wages by an employee covered by this Agreement, or by the Organization against the Hospital shall not be valid for a period prior to the date the grievance was first filed in writing, except that:

1. In cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than seven (7) days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Organization, as the case may be, to know that he, or the Organization had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) days prior to the date the claim was first filed in writing:

ARTICLE VIII. (CONTINUED)

2. In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Organization as the case may be, to know that he, or the Organization had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty (30) days prior to the date the claim was first filed in writing.

(f) 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.

(g) The Arbitrator's decision shall be final and binding on the Organization, all employees covered by this Agreement and the Employer, however, the Employer or the Organization 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.

(h) In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

(i) The fees and expenses of the Arbitrator shall be borne equally by both parties. Any expenses of representatives or witnesses shall be borne by the party requesting their presence.

ARTICLE IX. MAINTENANCE OF DISCIPLINE

A. Each faculty member will abide by such rules of professional conduct which will facilitate the smooth operation of the School of Nursing.

B. Discipline will be of a corrective nature rather than punitive, and will be based on, a step by step, corrective method of verbal warning, counseling and written reprimand before any penalty is assigned, unless the offense is of sufficient seriousness to warrant a greater penalty.

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

D. Existing rules shall be made available, and if 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 Organization believes that the application of an existing rule is unreasonable or arbitrary, the question shall be referred to the grievance procedure at Step Two (2).

ARTICLE X. ROLE OF THE FACULTY

A. Hurley Hospital, 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 pre-professional educational curriculum for nurses.

ARTICLE X. (CONTINUED)

B. The Hospital recognizes that faculty members are responsible for evaluation, enrichment and implementation of the curriculum of the School and have limited and/or indirect responsibility for patient care provided by student nurses.

C. The parties agree that the teaching faculty must, and shall have authority commensurate with their responsibility for directing and supervising the activities and disciplining 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 regularly scheduled nurses and other employees customarily assigned to those Hospital departments so that the instructors 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 declared emergency conditions when all available nursing personnel are called for service except when not working as a faculty member.

E. Non-teaching responsibilities related to members of the faculty, are as follows but are not all inclusive:

1. Faculty members have the obligation to attend Nursing Education Organization and Joint Council on Nursing Meetings when required and notified and to actively participate on committees as assigned.



ARTICLE X. (CONTINUED)

2. Faculty members may be requested to participate in the Student Counseling program.

3. Faculty members may be assigned to participate in recruitment activities, evaluation of applicants for enrollment, and orientation of each class.

4. Upon student request, Faculty members may act in advisory capacities to the student Organization.

F. The teaching faculty shares with the administrative faculty, the development, implementation, and evaluation of the total curriculum. Committee activities related to planning and evaluation, and major revisions of the curriculum should be limited whenever possible, to those periods when students are not in attendance, specifically summer and winter recesses. Instructors shall not be required to work in nursing service during those periods of recess in which students are not in attendance but, however, shall be allowed to utilize the time necessary during this period to fulfill their functions as faculty members as outlined in the time schedules developed.

G. The Hospital agrees that it will implement the above definitions of functions and responsibilities so that the teaching faculty can be fully utilized to provide nursing education for students formally enrolled in the School of Nursing.

ARTICLE XI. ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to the instructor, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society,

ARTICLE XI. (CONTINUED)

the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:

1. The instructor shall encourage the student to study varying points of view and respect her right to form her own judgment.

2. The instructor may assume full political and citizenship responsibilities but shall refrain from exploiting the institutional privileges of her professional position to promote candidates or partisan activities.

3. The instructor shall protect the educational program against undesirable infringement.

4. The instructor shall be allowed to interpret and use the writings of others and educational research with intellectual honesty.

B. Academic freedom exercised by an instructor requires that the instructor be cognizant of the maturity of the students and that this be recognized in the instructional presentations; and further, that the attitudes, beliefs, and aspirations of parents and the convictions of the citizenry and the goals of the school be considered carefully in the exercise of academic freedom.

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 in Schedule A.

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. Such physical examinations 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
- (f) EKG if desired
- (g) Profile Studies - report provided to individual's own physician upon request of the physician.

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 required by law.

3. Faculty Members in the Emergency Room, Clinic, Surgery, Intensive Care or Psychiatric Department shall receive a large Chest X-Ray and T.B. Screening, at six (6) month intervals. Faculty members teaching in the Isolation Unit shall receive large Chest X-Rays every three (3) months and T.B. Screening every six (6) months. Faculty members in all other areas shall receive large Chest X-Rays and T.B. Screening Tests on an annual basis or as often as required by law. In every case, the X-Ray and T.B. Screening Test shall be provided by the Hospital.

ARTICLE XIII. (CONTINUED)

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 Immunization
- (d) Others, as required by medical indications

2. Employees working the Isolation Unit shall receive triple Typhoid, Smallpox, Diptheria and other such immunizations as may reasonably be required based on exposure and past record of need.

C. Illness on Duty

Emergency treatment for a faculty member who becomes ill while on duty shall be provided by the Hospital without charge to the faculty member except for those items which are covered by her Blue Cross/Blue Shield Insurance.

ARTICLE XIV. 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 Faculty member who is injured and draws Workmen's Compensation as a result of her employment by Hurley Hospital 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 of not more

ARTICLE XIV. (CONTINUED)

than twenty-six (26) weeks during a twelve (12) month period following the date of the original injury.

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 XV. JURY DUTY PAY SUPPLEMENT, COURT TIME

A. Jury Duty Pay Supplement

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

2. If a Faculty member 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 weekly check upon her presentation to the Personnel Office of a written statement of her jury duty earnings from the proper court official.

ARTICLE XV. (CONTINUED)

B. Court Time

1. If a Faculty member 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.

2. The Hospital shall pay all necessary expenses provided receipts are furnished whenever possible, incurred by a Faculty member while performing her duty as part of her job in court appearances.

ARTICLE XVI. INSURANCE PROGRAM

A. Hospital Medical and Surgical Insurance

The Hospital will provide without charge to each faculty member and her family Blue/Cross - Blue/Shield Hospital Medical and Surgical Insurance coverage MVF-1, ward coverage with \$2.00 Co-Pay prescription rider if the Faculty member elects to accept this optional benefit by completing the necessary enrollment forms. The Blue Cross option must be exercised within thirty (30) days of

ARTICLE XVI. (CONTINUED)

an employee's date of hire or during the annual enrollment period.

B. Discount Policy

Faculty members 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 M-VF 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 serum, appliances, braces, etc., which must be purchased by the Hospital for the patient, shall not be included in the amount subject to Courtesy Discount.

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 (or 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.

ARTICLE XVI. (CONTINUED)

C. Life Insurance

The Hospital shall provide each full-time Faculty member who has completed six (6) months service, life insurance and dismemberment coverage in the amount of not less than Six Thousand (\$6,000.00) Dollars and double indemnity coverage in this amount in the event of accidental death.

1. A Faculty member 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.

D. Liability Coverage

The Hospital shall provide liability coverage for all Faculty members 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

Faculty members in this bargaining unit shall be participants in the Retirement Program of the City of Flint as established by the City Charter and Ordinances, #1949, as amended.



ARTICLE XVII. EDUCATIONAL COURSES

A. If a Faculty member desires to enroll in one (1) or more courses in an accredited educational institution in courses which the Director of the 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 to 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 One Hundred Fifty (\$150.00) Dollars per fiscal year; provided, that the Faculty member agrees in writing to remain an employee for a period of six (6) months following completion of the course, and likewise agrees that if she leaves the Hospital's employment before the six (6) month period, she will repay the educational course reimbursement to the extent of one-sixth (1/6th) of such sum for each month she is short of meeting the six (6) month requirement.

D. A Faculty member 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 XVIII. PROFESSIONAL MEETINGS

A. The Employer will encourage attendance at professional meetings sponsored or co-sponsored by the Organization or other professional associations or institutions, where attendance is likely to increase the competency of a faculty member in her professional capacity.

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

C. Faculty members 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 XIX. TERMINATION OF EMPLOYMENT

A. Instructors on Faculty at the School of Nursing shall give written notice of termination to the Hospital at least one (1) month, or one (1) academic term, prior to the termination date except in cases of emergency. Whenever possible, Faculty members shall not terminate during an academic term.

B. At least one (1) month or one (1) academic term, whichever is applicable, written notice of termination by the Hospital shall be given to nurses on Faculty at the School of Nursing. The Hospital will not impose any automatic or unusual penalties upon Faculty members who terminate or are terminated.

ARTICLE XX. VACATIONS

A. Vacations for Instructors employed by Hurley Hospital shall be computed on the basis of time worked each fiscal year; a fiscal year is defined as commencing the first (1st) 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 XX. (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 XX G. Within the discretion of the Director of the School, any employee may be required to take, during the year, vacation leave equivalent to one-half (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, an 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. An 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 an 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. 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 XX. (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. An 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 an 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 School of Nursing.

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

ARTICLE XXI. HOLIDAYS

A. Regular Holidays

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

1. Each full-time Faculty member will be paid for each of the above holidays at her regular straight time 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 works on a regular holiday shall be paid at the rate of one and one-half (1½) 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. Also, an instructor may be scheduled another day off without pay on a date mutually agreed upon with the Director of the School of Nursing.

B. Special Holidays

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

1. Full-time faculty members 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.

ARTICLE XXI. (CONTINUED)

2. A full-time 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 Faculty member.

3. In the event that a special holiday occurs on a day not scheduled for work by an 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 Faculty member.

C. General Provisions

1. A Faculty member who is scheduled to work on a regular or special holiday but who fails to report for 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 Faculty member'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.

ARTICLE XXI. (CONTINUED)

4. If any regular holiday falls on a Faculty member's scheduled day off, such day shall be paid as a holiday and another day off without pay may be scheduled at the mutual convenience of the appropriate Director and the Faculty member.

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

ARTICLE XXII. LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be paid at the Faculty member's regular rate of pay at the time the sick leave is used.

2. Payment for sick leave shall only be paid for time lost for which the Faculty member normally would have been required to work and for which she would have been paid.

3. Faculty members are expected to use sick leave only for the purpose herein provided. A Faculty member 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 an employee 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 Faculty member 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.



ARTICLE XXII. (CONTINUED)

5. When a Faculty member 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.

6. Faculty members 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.

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 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 Faculty member's request.

ARTICLE XXII. (CONTINUED)

(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 being held open, she shall be so advised at the time that determination is made. The Faculty member 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 then be an opening. During such leave an employee's seniority and longevity shall be retained but not accumulated; 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 Faculty member's request.

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

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

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.

ARTICLE XXII. (CONTINUED)

Immediate family shall be defined to include Parents, Parents-in-law, Grandparents, Grandparents-in-law, Grandchildren, Husband, Wife, Children, Step-Children, Brother, Sister, Step-Brother, Step-Sister, Brother-in-law and Sister-in-law or other relatives living in the Faculty member's home. Faculty members 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 for any one (1) bereavement or emergency as outlined in this paragraph shall not exceed a total of five (5) working days. Emergency leave may be extended through use of vacation leave as elsewhere provided, upon request of the employee.

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.

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

ARTICLE XXII. (CONTINUED)

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 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.

3. Employees returning to work following a pregnancy leave must make application to the Personnel Office at Hurley Hospital 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.

ARTICLE XXII. (CONTINUED)

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 member is notified of her acceptance in military service and in any event not less than two (2) weeks prior to her departure. A Faculty member on military service leave shall retain any unused sick leave or vacation time accrued, 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, she shall be paid, during the time of such service, the difference between her 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

ARTICLE XXII. (CONTINUED)

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 Hospital 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 Faculty members accrued sick 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 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 Faculty member 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 (1/2) of the period of her continuous employment by the City of Flint.

ARTICLE XXII. (CONTINUED)

2. A Faculty member 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. Organization Business Leave

1. A Faculty member who is selected or elected by the Organization for official Organization 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 assignment. She shall retain her seniority and all other rights of accrued longevity, vacation time and sick leave, but shall not accrue longevity, vacation, and sick leave during such leave.

2. Faculty members who are certified by the Organization's President as officially authorized representatives 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

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. Personal business use

ARTICLE XXII. (CONTINUED)

of sick time shall be authorized by the Department Head for matters important to the Faculty member such as real estate transactions, attendance at graduations of relatives or close friends, attendance at educational programs not otherwise authorized or attending the funeral of a close friend, but shall not be authorized for recreational or vacation purposes.

ARTICLE XXIII. POSTING, PROMOTIONS, SENIORITY, LAYOFF AND RECALL

A. Posting and Promotions

1. Newly appointed instructors shall have a written evaluation of their work performance by their supervisor at intervals of two (2), four (4), six (6) and twelve (12) months and annually thereafter. The instructors shall acknowledge such evaluation by signature; however, such signature will imply neither agreement nor disagreement with the evaluation.

2. No evaluation shall be used to delay any increase in pay due to an employee as provided in the compensation schedule.

3. Instructors who are on staff shall be given every possible consideration for promotion or to open positions where vacancies exist. All such promotional openings and vacancies shall be posted and prior to the postings an announcement shall be made at a staff meeting followed by a two (2) week posting.

4. A complete current seniority list shall be given to the Chairman of the Organization annually and the Personnel Office shall provide information relative to changes on a bi-weekly basis.



ARTICLE XXIII. (CONTINUED)

5. In order to implement the promotional policy, a notice of promotional opportunity shall be submitted to the Chairman of the Organization in advance of posting. The notice of a promotional opportunity or a vacancy shall be posted not less than two (2) weeks prior to filling such openings. Such promotional or vacancy posting shall include the promotional opening and vacancy and the necessary qualifications. All employees on staff and members of the bargaining unit may apply for such openings.

6. In cases of promotion or vacancies in the bargaining unit, seniority and the ability to do the job will be given preference for such openings, and when the ability to do the job is equal, the employee with the most seniority shall be given preference. The promoted employee shall be granted a trial period of no more than six (6) months during which time the School of Nursing will assist in the development of any necessary skills.

7. No vacancies, promotional or other vacancies shall be filled from outside the bargaining unit unless no qualified employee in the bargaining unit has made application for any of the openings.

8. When a vacancy occurs such vacancy shall be filled by the School from within the bargaining unit, pending completion of the posting procedure. The employee that fills such vacancy shall be paid the rate of the higher classification during the period of such temporary appointment.

ARTICLE XXIII. (CONTINUED)

9. Employees covered by this contract shall not be required to take a Civil Service examination at the time of their original appointment to the Faculty of the School of Nursing.

B. Seniority

1. A seniority list shall be maintained based on hours worked for certified employees and all hours shall be credited while filling temporary appointments.

2. Seniority shall be defined as continuous length of Service as an employee in the School of Nursing as a member in this bargaining unit; provided that any member of the Faculty hired prior to the effective date of this Agreement shall be granted seniority from her original employment as a member of the Faculty. Continuous service shall mean employment with the School of Nursing without interruption by termination.

3. The following shall not be considered as breaks in employment; however, during the listed absences seniority will be retained but not accrued.

- (a) Leaves of absence without pay (other than educational, military or for organization business) which extend for two (2) weeks or more
- (b) Layoff not to exceed two (2) years
- (c) Upheld Suspensions
- (d) Non-duty disability retirement as provided in Ordinance 1860, City of Flint, as amended

ARTICLE XXIII. (CONTINUED)

- (e) Any unauthorized absence of fourteen (14) consecutive days or longer which does not result in the employee's separation from service

4. The following shall not be considered as breaks in employment and seniority shall continue to accrue during such periods of absence.

- (a) Any military leave, as approved by law
- (b) Any educational or sick leave not to exceed one (1) year
- (c) Any leave for organization business not to exceed one (1) year

C. Layoff Procedure - Recall

1. An employee may be laid off by the Hospital when there is a lack of work.

2. Layoffs shall be made in reverse order of accrued seniority. Recalls shall be made in order of accrued seniority.

3. When the least senior employee is scheduled for layoff such an employee may opt to revert to a former classification.

4. No instructor shall be displaced by any employee from any classification outside the bargaining unit unless such employee has previously held the bargaining unit classification and has held enough seniority within the bargaining unit to qualify.

5. Provisional or temporary employees shall not be utilized while there are bargaining unit employees on layoff.

ARTICLE XXIII. (CONTINUED)

6. Laid-off employees' names shall remain on an appropriate list for two (2) years from the effective date of layoff. However, if employees on layoff do not respond within three (3) days after recall, such employees shall be removed from the recall list.

7. No new employee shall be hired into the bargaining unit classifications or any teaching position if employees in the bargaining unit are on layoff and their names appear on a recall list for the department.

8. Employees on layoff from the bargaining unit classifications shall be referred for vacancies for which they possess basic requirements in classifications previously held. Such employees shall be given a reasonable period of time, but not less than six (6) months for on-the-job training and development of specific skills and the acquisition of knowledge for such work.

9. The Organization shall, whenever possible, be given at least two (2) terms advance notice of pending layoffs and the individual involved shall, whenever possible, also be given two (2) terms advance notice of layoff.

ARTICLE XXIV. MAINTENANCE OF BENEFITS

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.

ARTICLE XXV. USE OF FACILITIES

The Organization shall have the right to use designated bulletin boards, furnished and maintained by the Employer, in mutually agreeable places to be used by the Organization.

The Organization may use available rooms at the School or the Hospital for Organization meetings. Requests for use of rooms shall be submitted to the Personnel Office one (1) week prior to the date the Organization has requested the use of the facility. Such requests shall be granted unless conditions make such permission impossible. The granting of such requests shall not be unreasonably withheld.

ARTICLE XXVI. CONFORMITY TO LAW

A. This Agreement is subject in all respects to the Laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Union, and employees in the Bargaining Unit.

B. In those instances where any applicable state law is contested, the provisions of that law shall be in effect until such time as a court of competent jurisdiction declares it to be unconstitutional, null, or void.

C. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose

ARTICLE XXVI. (CONTINUED)

of rewriting the voided and any other directly affected provisions and those provisions only.

D. All pertinent provisions of the Charter of the City of Flint pertaining to Civil Service, not in conflict with any article of this contract; are made a part of this contract, except that the grievance procedure shall be the sole and exclusive remedy in any and all complaints regarding disciplinary actions initiated by the Hospital. Any changes in existing classifications or adoption of new classifications affecting the membership of this organization shall be processed only with the full knowledge and consultation of the Organization.

ARTICLE XXVII. OTHER CONDITIONS

A. Employees shall 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.

B. A mileage allowance of ten (10) cents per mile will be paid by the Hospital to Faculty members using their own automobile in the performance of their duties.

C. Maintenance of Registration - Registration as a Nurse in the State of Michigan is a condition of employment. In order to continue employment, all Registered Nurses must furnish the Personnel Office with the renewal of their Registration Serial Number each year.

D. Any Nurse may review relevant official materials in her file by submitting a written request to the Personnel Office.

ARTICLE XXVII. (CONTINUED)

E. The Hospital will pay authorized expense incurred by an employee in the performance of her duties. Legitimate claims for personal property losses or damages are included in the provision. Such expenses are usually covered by liability insurance.

F. Under normal circumstances an instructor will not be assigned to cover more than one (1) assignment at the same time period or in different areas. A substitute list will be developed to use to cover situations as outlined above.

ARTICLE XXVIII. TERM OF AGREEMENT

This Agreement shall be in effect and become operative January 1, 1974, 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 \_\_\_\_\_.

HURLEY HOSPITAL SCHOOL OF NURSING  
FACULTY ORGANIZATION

EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
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SETTLEMENT AGREEMENT - APRIL 1st, 1974

It is agreed between the parties that a settlement, both economic and non-economic, has been reached today. Non-economic items are as outlined in the minutes of the preceding meetings. New economic items are as follows: Sick pay as is, Vacation Pay as offered by Management providing an additional day for certain employees as outlined in the minutes, and other Leaves of Absence as at present. Pay increase \$ .24 per hour retroactive to January 1st, 1974, an increase of \$ .26 per hour effective July 1, 1974 through June 30th, 1975, and a wage and fringe benefits reopener May 1, 1975, to establish rates of pay and benefits to be effective July 1, 1975.

This Agreement is subject to ratification by the Membership of both parties.

FOR THE FACULTY

Jaqueline S. Lindat  
Lena A. Crawford  
Judith Minshall

FOR THE HOSPITAL

Robert E. White  
Don Woodard  
P. Davis Petross

Jim Bonfield  
MEDIATOR

SCHEDULE A  
1-1-74

HURLEY HOSPITAL NURSING INSTRUCTORS COMPENSATION SCHEDULE

<u>Level*</u>		<u>1st Step</u>	<u>2nd</u> <u>1040 hrs.</u>	<u>3rd</u> <u>2080 hrs.</u>	<u>4th</u> <u>4160 hrs.</u>	<u>5th</u> <u>6240 hrs.</u>	<u>6th</u> <u>8320 hrs.</u>	<u>10th yr.</u> <u>18,720 hrs.</u>	<u>15th yr.</u> <u>29,120 hrs.</u>	<u>20th</u> <u>39,520 hrs.</u>
I	A	\$11,099	\$11,249	\$11,399	\$11,699	\$11,999	\$12,299	\$12,638	\$12,987	\$13,466
	H	5.336	5.408	5.480	5.625	5.769	5.913	6.076	6.240	6.474
II	A	\$11,449	\$11,599	\$11,749	\$12,049	\$12,349	\$12,649	\$12,988	\$13,337	\$13,816
	H	5.506	5.578	5.650	5.795	5.939	6.083	6.246	6.410	6.644
III	A	\$11,799	\$11,949	\$12,099	\$12,399	\$12,699	\$12,999	\$13,359	\$13,729	\$14,238
	H	5.673	5.745	5.817	5.961	6.105	6.250	6.423	6.601	6.845
IV	A	\$12,299	\$12,449	\$12,599	\$12,899	\$13,199	\$13,499	\$13,859	\$14,229	\$14,738
	H	5.913	5.985	6.057	6.201	6.345	6.490	6.663	6.841	7.085

7-1-74 - An additional \$0.26 (twenty-six cents) will be added to the schedule, per hour

\* See Schedule B

SCHEDULE B

<u>LEVEL</u>	<u>EDUCATION REQUIREMENTS</u>	<u>ASSIGNMENTS</u>	<u>SALARY RANGE *</u>
I.	Current Faculty and new hires who have completed less than thirty (30) credit hours beyond licensure.		I
II.	Current Faculty and new hires who have completed at least thirty (30) credit hours beyond licensure will be placed in Level II as long as they continue to earn the minimum of twelve (12) credit hours for each two (2) year period or reach the next level. Temporary waivers may be granted to an Instructor by the Director of the School of Nursing or her designate.	All classroom and/or clinical assignments will be made to meet course needs.	II
III.	Nursing Instructors with a Baccalaureate Degree.  Those Nursing Instructors who joined the Faculty prior to July 1, 1971, and who have been receiving pay in Level III, shall continue at such status providing they earn a minimum of twelve (12) credit hours in each two (2) year period or until they have earned the Baccalaureate Degree. Temporary waivers may be granted to an Instructor by the Director of the School of Nursing or her designate.		III
IV.	Nursing Instructors who have earned a Master's Degree.		IV

\*  
See Salary Schedule A

SCHEDULE C

WORK LOAD

A. During the school year, the teaching load for each Nursing Instructor shall be based on a formula shown on page fifty-two (52) of Schedule D.

B. In the event an Instructor is scheduled for a teaching load totaling more than 100% of her assigned workload, she shall be paid for any additional hours worked on the Hospital premises at the applicable rate.

C. The formula is based on a 100% average teaching load per academic year. It is computed so any teaching load includes preparation time for Student Conferences, Committee Meetings, etc.

D. Proctoring exams, or showing films will be included in the regular teaching load as special assignment weight.

E. A part-time employee with 75% teaching load (three (3) days per week) may work a schedule whereby the employee may work a combination of lecture, clinical laboratory, classroom laboratory, or special assignment; however, it is not management's desire to schedule such employees for more than an average of a 75% teaching load.

F. A part-time employee with a 50% teaching load (two (2) days per week) may work a schedule whereby the employee may work a combination of lecture, clinical laboratory, classroom laboratory or special assignment; however, it is not management's desire to schedule such employees for more than an average of a 50% teaching load.

WORK LOAD (CONTINUED)

G. A part-time employee may, at her own request and by written agreement work schedules consistent with the terms outlined in this Agreement other than those outlined above. Such schedules shall be provided to the Organization.

H. Employees who work a majority of hours on the second (2nd) shift shall be paid six and one-half (6½) per cent in addition to their rate of pay, and employees who work a majority of hours on the third (3rd) shift shall be paid eight (8%) per cent in addition to their rate of pay for all hours worked on such shifts.

I. Whenever possible, before the end of the Academic School Year each employee shall receive notification in writing of their assignments for the following Academic School Year.

J. Management reserves the right to make assignments in accordance with the preparation, experience and preference for such teaching assignments.

K. The normal work day shall be eight (8) hours in a twenty-four (24) hour period beginning with the employee's regular shift, with a half hour (1/2) unpaid lunch period and two (2) rest periods of fifteen (15) minutes each - one (1) in the first (1st) half of the shift and the other in the second (2nd) half of the shift; such rest periods shall not be cumulative. The normal work period of a full-time employee shall be eighty (80) hours in a work period of fourteen (14) days.

L. Emergency coverage call-ins shall be a minimum of four (4) hours. Unscheduled meetings, or other reasons as required by management, shall be a minimum of two (2) hours.

SCHEDULE D  
 FORMULA FOR DETERMINING TEACHING LOADS FOR INSTRUCTORS  
 PART AND FULL TIME

Type of Class	Lecture	Planned Learning Activity or Laboratory	Special Assignment
Periods*per Week Equal to 100% Load	16	25	35
Total periods*per Week Assigned	% Load	% Load	% Load
1	6	4	3
2	13	8	6
3	19	12	9
4	25	16	11
5	31	20	14
6	38	24	17
7	44	28	20
8	50	32	23
9	56	36	26
10	63	40	29
11	69	44	31
12	75	48	34
13	81	52	37
14	88	56	40
15	94	60	43
16	100	64	46
17	106	68	49
18	113	72	51
19	119	76	54
20	125	80	57
21	----	84	60
22	----	88	63
23	----	92	66
24	----	96	69
25	----	100	71
26	----	104	74
27	----	108	77
28	----	112	80
29	----	116	83
30	----	120	86
31	----	124	89
32	----	----	91
33	----	----	94
34	----	----	97
35	----	----	100

\* One period is considered as 50 minutes

See next page for examples of computation of formula

EXAMPLE FOR:

NUMBER OF PERIODS  
PER WEEK FOR  
TERM OR SEMESTER      PERCENT

INSTRUCTOR - FULL-TIME

Lecture	4	25
Laboratory	18	<u>72</u>
		97 %

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INSTRUCTOR - PART-TIME (75%)

Lecture	2	13
Laboratory	15	<u>60</u>
		73 %

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INSTRUCTOR - PART-TIME (50%)

Laboratory	12-14	50
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