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6/30/2001

AGREEMENT
BETWEEN
HURLEY MEDICAL CENTER
AND THE
HURLEY MEDICAL CENTER
NURSE MANAGER / CASE MANAGER II ORGANIZATION

7/1/98 to 6/30/2001

Hurley Medical Center

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Purpose and Intent	1
2	Recognition	1
2	Membership and Security	2
3	Payroll Deduction for HMCNMO	3
4	Management Rights and Responsibilities	4
5	Non-Discrimination	5
6	Representation	5
7	Negotiation Procedure	7
8	Conferences	8
9	Grievance Procedure	10
10	Maintenance of Discipline	13
11	The Role of the Nurse Manager/Case Manager	14
12	Employee Definitions	15
13	Salaries	16
14	Health Program	18
15	Vacations	20
16	Holidays	22
17	Leaves of Absence	24
	(Personal Days, pg. 28)	
18	Worker's Compensation and Supplemental Pay	31
19	Jury Duty, Court Time	32
20	Insurance Program	33
21	Evaluations, Promotions, Seniority and Layoff	38
22	Educational Courses	43
23	Professional Meetings	44
24	Savings Clause	44
25	Maintenance of Benefits	44
26	Withholding of Professional Services	45
27	Other Benefits	45
29	Term of Agreement	49
	<u>Letters of Understanding</u>	
	Orientation Handbook Committee	51
	Advance Educational Agreement	52
	Unresolved Grievances	54
	Ad Hoc Committee/Performance Awards	54
	Settlement/Two Year Contract vs. Reallocation	54
	Scheduling/Overtime Guidelines	55
	Holiday Scheduling	58
	Orientation Program	59

ARTICLE

PAGE

Settlement Agreements

August 13, 1986	60
September 23, 1988	62
August 24, 1989	63
August 13, 1990	64
August 26, 1992	65
January 13, 1995	66
August 23, 1994-Military & Gov. Buy Back	69
April 29, 1997-Clerical Support	70
April 29, 1997	71
April 30, 1999	73

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City of Flint, Hurley Medical Center, in its capacity as an Employer, and the Hurley Medical Center Nurse Manager Organization (HMCNMO), in its capacity as a representative of the employees, so as to serve the best interests of the parties and the people of the City of Flint.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing proper services for the community.

To these ends the Employer and the Hurley Medical Center Nurse Manager Organization (HMCNMO), encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

It is agreed by Hurley Medical Center and the Hurley Medical Center Nurse Manager Organization (HMCNMO) that the Medical Center is legally and morally obligated to provide equality of opportunity and treatment for all employees of Hurley Medical Center and to establish policies and regulations that will insure such equality of opportunity and treatment for all persons employed by the Medical Center in all phases of the employment process.

ARTICLE I. RECOGNITION

A. The Medical Center hereby recognizes the Hurley Medical Center Nurse Manager Organization (HMCNMO) 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 employees of Hurley Medical Center consisting of Registered Professional Nurses in the classification of Nurse Manager and acting or interim Nurse Managers after thirty (30) days of Nursing Service, excluding all other employees.

B. Employees who are awaiting Michigan registration and who are employed as Nurse Managers in the unit described above under a temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

C. The Personnel Department or the Labor Relations Department will notify the labor organization in writing of newly created classifications known to be eligible for membership in the bargaining group. The labor organization may review and discuss the allocation of the classification with the Medical Center. If the labor organization and the Medical Center are unable to agree upon the inclusion of the new classification into the bargaining unit or its allocation, the labor organization may avail itself of the grievance procedure or the procedures afforded by the Employment Relations Commission.

ARTICLE 2. HURLEY MEDICAL CENTER NURSE MANAGER ORGANIZATION (HMCNMO) MEMBERSHIP AND SECURITY

A. It shall be a condition of employment that all Nurse Managers covered by his Agreement who are members of the Hurley Medical Center Nurse Manager Organization (HMCNMO) in good standing on the effective date of this Agreement shall remain members in good standing of the Hurley Medical Center Nurse Manager Organization (HMCNMO) for the duration of this Agreement or any extension thereof.

B. It shall be a condition of continued employment that all Nurse Managers covered by this agreement who are not members of the Hurley Medical Center Nurse Manager Organization (HMCNMO) or who are hired after the effective date of this agreement or the execution date of this agreement shall become a member of the Hurley Medical Center Nurse Manager Organization (HMCNMO) on or before the 31st day after the effective date of this agreement or execution date of this agreement whichever of these occurrences happens first.

The Hurley Medical Center Nurse Manager Organization (HMCNMO) 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 Nurse Manager is entitled to refund of such dues.

C. Any employee who fails to comply with the provisions set forth above, shall have their employment as Nurse Manager terminated immediately upon expiration of the above stated time limits.

D. Names, addresses and dates of hire of nurses employed to fill positions covered by this Agreement shall be furnished to the Hurley Medical Center Nurse Manager Organization (HMCNMO) by the Medical Center. Names of nurses promoted to permanent positions which are excluded from the bargaining unit shall be provided to the Hurley Medical Center Nurse Manager Organization (HMCNMO) so that they are not included in the collective bargaining activities of the Hurley Medical Center Nurse Manager Organization (HMCNMO).

ARTICLE 3. PAYROLL DEDUCTION FOR HURLEY MEDICAL CENTER NURSE MANAGER ORGANIZATION (HMCNMO) DUES

A. The Medical Center agrees to deduct from the salaries of Nurse Managers, dues in accordance with the standard form used, provided that the same form shall be executed by the employee and filed with the Personnel Office of the Medical Center. Failure to execute said form within thirty (30) days after the execution of this Agreement, or after the end of one (1) month's employment shall result in the immediate termination of employment. The written authorization for Hurley Medical Center Nurse Manager Organization (HMCNMO) dues deduction shall remain in full force and effect during the period of this Agreement.

B. Dues shall be deducted in twelve (12) monthly installments from the second pay period of the month. Regular deductions shall not be made for a nurse who is on leave or lay-off or any other reason when such deduction cannot be made from the Nurse Manager's regular pay.

C. The Hurley Medical Center Nurse Manager Organization (HMCNMO) shall, thirty (30) days in advance of the start of each fiscal year, give written notification to the Hospital of the amount of dues which are to be deducted. The deduction amounts for these dues shall not be subject to change more than once during the entire fiscal year with the

Hurley Medical Center Nurse Manager Organization (HMCNMO) providing thirty (30) days written notice of such change.

D. All dues so deducted shall be sent to the Treasurer of the Hurley Medical Center Nurse Manager Organization (HMCNMO) promptly under procedures to be established by the Medical Center.

ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Medical Center 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 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.

B. The Medical Center 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 Medical Center has violated this paragraph may be taken up through the grievance procedure.

C. The bargaining unit recognizes the Medical Center's right to establish reasonable employee conduct rules and regulations not inconsistent with the terms of the collective bargaining agreement between the parties, for the purpose of maintaining order and discipline. The penalties under such rules concerning discipline shall be progressive in scope. The Medical Center shall give the bargaining unit and the employees fourteen (14) days advance notice of the effective date and the content of the rules and regulations. In the event of a grievance concerning the employee conduct rules and regulations, it shall be initiated at the third step of the procedure.

D. All pertinent provisions of the Charter of the City of Flint relating to the Civil Service Commission and which are not in conflict with any provisions of this contract are made a part of this contract.

ARTICLE 5. NON-DISCRIMINATION

A. The Employer either in hiring, promoting, advancing, or assigning to jobs or any other term of condition of employment, agrees not to discriminate against any Registered Professional Nurse because of race, color, national origin, religious affiliation, sex, marital status, height, weight, non-disqualifying handicaps; membership in or activity on behalf of the Hurley Medical Center Nurse Manager Organization (HMCNMO).

B. All references to employees in this contract shall designate both sexes and whenever either gender is used, it shall be construed to include male and female employees.

C. No Nurse Manager shall be required to establish or maintain residency in the City of Flint as a condition of employment, nor shall any discrimination be exercised due to the location of residency.

ARTICLE 6. REPRESENTATION

A. PROFESSIONAL COMMITTEE - Nurse Managers, employed by the Medical Center, shall be represented by a Professional Rights and Responsibility Committee (PR & R Committee) composed of three (3) members. Each will have an alternate who will function only when the regular member is absent. PR & R representatives shall normally retain their assignments. PR & R representatives will be seniority Nurse Managers employed by the Medical Center and their selection will be in any manner determined by the Hurley Medical Center Nurse Manager Organization (HMCNMO).

B. REPRESENTATION - The Employer recognizes the Professional Rights and Responsibilities Committee members as representatives of the Hurley Medical Center Nurse Manager Organization (HMCNMO) in the administration of the provisions of this Agreement.

C. NOTIFICATION TO THE EMPLOYER - The Hurley Medical Center Nurse Manager Organization (HMCNMO) will keep the Employer informed in writing of the nurses names and their alternates who are members of this committee.

D. RELEASE TIME - The Employer agrees to grant reasonable released time off and compensate members of the PR & R Committee or their alternates at their regular hourly rate for any scheduled working hours required in the grievance procedure, and special conferences. The PR & R Committee members shall investigate and process grievances at all levels of the grievance procedure. however, the Committee or the Employer may request participation of a representative(s) of the Hurley Medical Center Nurse Manager Organization's (HMCNMO) office once the grievance reaches Step Three (3) as above.

E. NEGOTIATING COMMITTEE - The Hurley Medical Center Nurse Manager Organization (HMCNMO) will be represented in negotiations by a negotiating committee not exceeding FOUR (4) members or their alternates. The members of the negotiating committee shall be determined by the Hurley Medical Center Nurse Manager Organization (HMCNMO).

F. PROFESSIONAL NEGOTIATIONS - Professional negotiation meetings between the parties may be held at times during the scheduled working hours of the Hurley Medical Center Nurse Manager Organization's (HMCNMO) negotiating committee members. The Employer will arrange to release the nurses from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.

G. CIVIL SERVICE MEETINGS - When meetings with the Civil Service Commission or its representatives are scheduled during regular scheduled working hours, the Hurley Medical Center Nurse Manager Organization (HMCNMO) members selected to constitute the bargaining committee shall be granted leave with pay to participate in such meetings: provided, however, that such leave shall be limited to not more than two (2) representatives at any one (1) meeting.

H. GRIEVANCE ADJUSTMENT - Nurses who are members of the PR & R Committee who must investigate or be present to assist in the processing of grievances shall,

prior to leaving their assigned work area, notify the Labor Relations staff or the Nursing Office if Labor Relations is closed. Additionally, the member shall notify Labor Relations or Nursing Office upon their return to the work area.

I. PRIOR MEETINGS - On grievances starting with Step Two (2), the PR & R Committee members will be allowed to meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.

J. MEDICAL CENTER ACCESS - Representatives of the Hurley Medical Center Nurse Manager Organization (HMCNMO), after first notifying the Employer's Administrator or designated representative, may visit the areas of the Medical Center where the Registered Professional Nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Medical Center.

K. The Hurley Medical Center Nurse Manager Organization (HMCNMO) Chairman will schedule her working week Monday through Friday; however, she may schedule herself to work week-ends when necessary.

ARTICLE 7. NEGOTIATION PROCEDURE

A. PRELIMINARY MEETINGS - A maximum of four (4) representatives shall be granted leave with pay to meet within the Medical Center to formulate requests to be submitted in negotiations. Such meetings shall be limited to two (2) meetings prior to the time proposals must be submitted in years in which such negotiations are to be held, and further such meetings shall be limited to (4) four hours each. The names of the representatives shall be submitted to the Labor Relations Director at least twenty-four (24) hours in advance.

B. 1. The parties undertake to cooperate in arranging meetings, selecting representatives for negotiations, furnishing necessary information and otherwise constructively considering and resolving any such matter.

2. In any contract negotiations neither party shall have any control over the selection of the negotiating representatives from within or outside the Medical Center. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the members of the Hospital Board and the Hurley Medical Center Nurse Manager Organization (HMCNMO).

3. Any Agreement so negotiated shall be reduced to writing and signed by the authorized representatives of the Medical Center Board and the Hurley Medical Center Nurse Manager Organization (HMCNMO) and both parties shall abide by the Agreement.

C. IMPASSE SITUATION

1. If the parties hereto reach in impasse in any contract negotiations and are unable to reach agreement, the procedure described in Act 336 of the Michigan Public Acts of 1947, as amended may be followed by either party.

2. If mutual agreement has been reached to reopen negotiations on non-economic provisions, any such supplementary agreement reached during the term of this Agreement shall be made a part of it.

ARTICLE 8. CONFERENCES

A. SPECIAL CONFERENCES

1. Regular employee special conferences for the discussion of important matters will be held on the first Wednesday of each month or a mutually agreed upon date. Such meetings will be attended by at least two (2), but not more than four (4) representatives of the Hurley Medical Center Nurse Manager Organization (HMCNMO) employed by the Medical Center, at least one (1) of whom shall be a member of the Bargaining Committee. At least twenty-four hours notice of the agenda will be given by each party and the discussion in these meetings will be limited to those items included in the agenda, except by mutual agreement. These meetings will be held between the hours of 9:00 a.m. and 4:00 p.m. Hurley Medical Center Nurse Manager Organization (HMCNMO) representatives will not lose time or pay spent in such meetings. These meetings may be

attended by a non-employee representative of the Hurley Medical Center Nurse Manager Organization (HMCNMO).

2. Special conferences for important matters that may arise between such regular meetings may be arranged between the bargaining committee chairperson, or his/her designated representative from the bargaining committee, and the Director of the Medical Center, or his/her designated representative. The same rules shall apply as outlined in number one (1) above.

3. The above Hurley Medical Center Nurse Manager Organization (HMCNMO) members may meet at a place designated by the appropriate Medical Center officials for at least one-half ($\frac{1}{2}$) hour immediately preceding special conferences.

B. NURSE MANAGER AND CASE MANAGER MEETINGS

A Nurse Managers meeting shall be scheduled monthly with the Vice President for Nursing and/or Vice President for Operations and/or such other person as appropriate. This meeting shall serve as a forum for problem solving, to facilitate information flow pertinent to the performance of the nurse manager duties, and discussion of issues that need not be discussed in a special conference or processed through the grievance procedure. The Vice President for Nursing or Vice President for Operations will provide such facilitation and organizational support as may be necessary to insure that issues are addressed and that follow-up occurs. Issues may be brought either by Nurse Managers or Administration via submission of agenda items to the designated Nurse Manager of the group. Agenda and minutes will be distributed at least three days prior to the meeting by the Administrative Secretary.

Case Managers meeting shall be scheduled monthly with the Director of Case Management or other such person as appropriate. This meeting serves as a forum for problem solving and to facilitate information flow pertinent to the performance of the Case Manager's duties, and discussion of issues that need not be discussed in a special conference or processed through the grievance procedure.

ARTICLE 9. GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

1. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise in order to prevent the disturbance of normal operations.

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

B. DEFINITIONS

1. "Grievance" shall mean a complaint by a nurse manager or a group of nurse managers based upon an event, condition or circumstance under which a nurse manager works, allegedly caused by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement, and which has been submitted within thirty (30) days of the date of the occurrence of that event, condition or circumstance. However, any wage or pay claim may be submitted within thirty (30) days of the employee or organization having actual knowledge of the wage or pay claim.

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

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

4. If the subject matter of a grievance shall involve the employees of more than one department or if it is mutually agreed that such subject is of an emergency nature or involves a matter of broad Medical Center policy, the grievance shall be initiated at 3rd step and processed accordingly.

C. STEPS IN THE GRIEVANCE PROCEDURE

1. STEP ONE

(a) A nurse manager with a grievance shall first discuss it with her immediate supervisor either individually or with her PR & R Committee representative, to

try to resolve the matter informally. Should the matter be resolved, the basis for the resolution shall be set forth in writing and signed by all parties.

(b) If the grievance is not satisfactorily resolved by the Supervisor's answer at Step One (a) the PR & R representative shall submit it in writing within three (3) days of the conclusions of Step One (a) on the grievance from and the PR & R representative shall present it to the immediate supervisor who shall submit a written answer to the PR & R representative within three (3) days.

2. STEP TWO

If the Supervisor's written answer is not satisfactory, the PR & R Committee member may file it with Nursing Administration within seven (7) days from the date it is returned at Step 1. When so filed, a meeting between PR & R Committee member and the Nursing Administration designate will be held to discuss the grievance within seven (7) days from the date the grievance is submitted to Nursing Administration. The grievant may attend the meeting if requested by either party. The Nursing Administration designate shall submit her answer to the grievance in writing on the grievance form and return it to a PR & R representative within seven (7) days after that meeting.

3. STEP THREE

If the grievance is not resolved at Step Two, the Chairperson of the PR & R Committee or his/her representative may submit the grievance to the Director of the Medical Center or his/her designate, within seven (7) days from the date it is returned at Step Two.

A meeting between not more than two (2) members of the PR & R Committee and the Director of the Medical Center and/or his/her designated representative, will be held to discuss the grievance within seven (7) days from the date the grievance is filed with the Medical Center Director. An outside representative of the Hurley Medical Center Nurse Manager Organization (HMCNMO) may attend the meeting. The Medical Center Director or his representative shall submit his written answer to the Chairman of the PR & R Committee within seven (7) days following the meeting.

4. STEP FOUR

(a) Appeal to the Arbitrator - Any grievance which is unresolved at Step Three of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice to the Employer from the organization no more than thirty (30) days after the grievance has been answered at Step 3, provided, however, the time limitations set forth herein may be extended by mutual agreement in writing.

(b) The Hurley Medical Center Nurse Manager Organization (HMCNMO) and the Employer shall attempt to select an arbitrator. If unable to do so, the parties may request a panel of arbitrators from the Federal Mediation and Conciliation Service or request them to appoint an Arbitrator. (See Letter of Understanding, page 47).

(c) Powers of an Arbitrator - The Arbitrator shall be empowered to hear, investigate, and decide any difference between the parties which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement subject to the limitations stated below. The arbitrator shall have full discretion to uphold or rescind or modify disciplinary measures imposed by the Employer. The arbitrator may conduct such investigations as may be considered appropriate. At the arbitration 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 the opposing party. The arbitrator shall have no power to:

1. Add to, subtract from, or otherwise modify any of the provisions of this Agreement.
2. Establish or modify any salary rate or plan.
3. To award any retroactive economic settlement in excess of thirty (30) days prior to the date the grievance was filed in writing.

(d) Arbitrator's Decision - There shall be no appeal from an arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Hurley Medical Center Nurse Manager Organization (HMCNMO), on all bargaining unit employees and on the Employer. It shall

be stipulated in the request for arbitration that a decision is desired within thirty (30) days after the hearing.

(e) Fees and Expenses - The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses shall be borne by the party incurring such expenses.

ARTICLE 10. MAINTENANCE OF DISCIPLINE

A. Each Nurse Manager will abide by such rules of professional conduct, as will facilitate the operations of the Hospital.

B. Discipline will be of a corrective nature rather than punitive, and will be based on verbal warnings followed by a written warning recorded on the form used by the Medical Center before any penalty is assigned, however, flagrant violation of rules of professional conduct may merit immediate discharge or suspension.

C. Disciplinary penalties shall be for just cause and may become subjects for the grievance procedure, including all suspensions and discharges; provided however that in cases of suspension of thirty (30) days or more, the grievance shall be initiated at the third step. In case of a suspension of less than thirty (30) days, the grievance shall be initiated at the second step unless mutually agreed that it can go to the third step.

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 the Agreement or when the Hurley Medical Center Nurse Manager Organization (HMCNMO) believes that the application of an existing rule is unreasonable or arbitrary, the question of changing the rule shall be subject for discussion under the provisions of Article 8, Special Conferences, prior to its becoming an appropriate subject for the grievance procedure.

E. Changes or additions to existing Hurley Medical Center employee conduct rules and/or Medical Center Guidelines for the conduct of Nurse Managers, when drafted by the Medical Center, shall be presented to and reviewed by the Hurley Medical

Center Nurse Manager Organization (HMCNMO) fifteen (15) days prior to their being placed in effect. If the Hurley Medical Center Nurse Manager Organization (HMCNMO) disagrees with the proposed rules, they shall be proper subjects for discussion under the provisions of Article 8, Special Conferences, prior to their becoming appropriate subjects for the grievance procedure.

ARTICLE 11. THE ROLE OF A NURSE MANAGER/CASE MANAGER

A. The City in providing a Medical Center to serve the community and the Nurse Manager Organization as a professional group share the common goal and the common responsibility of providing to the citizens who require quality nursing care that is safe, and to define and recognize the proper role of the Nurse Manager and RN Case Manager II in the operation of the Medical Center.

B. Nursing care which is consistent with current practice requires the direct assistance of various ancillary personnel and services to the nurses in order to provide adequate nursing care to the patient. The parties agree that the Nurse Manager must and shall have the authority commensurate with her/his responsibility of the general management of patient care, and the nursing unit, including directing the work of the ancillary nursing personnel who are to be employed in a sufficient number so as to adequately assist with the various nursing functions and services on all shifts which are recognized and required as a part of total nursing care.

C. The parties further agree that certain support services which are necessary for providing total patient care and which are customarily assigned to other hospital departments should be provided by the employees assigned to those departments, in order to free the Nurse Manager for his/her primary responsibility of supervising nursing staff in the delivery of patient care. Except in an emergency, the duties of Nurse Managers shall not include functions of support services. Support services which are necessary for providing a Case Management program and which are customarily assigned to other hospital departments should be provided by the employees assigned to those departments, in order to free the Case Manager II for his/her primary responsibility of coordinating patient

services to assure optimal clinical outcomes and efficient resource utilization. Except in an emergency, the duties of Case Manager II shall not include those support services functions.

D. The Medical Center agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities of various departments by the adoption of suitable policies and job descriptions so that Nurse Managers and the Case Managers II's skills can be fully utilized in supervising and coordinating resources in the delivery of patient care.

E. The parties further agree that it is the Medical Center's responsibility to provide adequate nursing and ancillary personnel on all shifts seven (7) days a week and to fill vacancies as soon as possible in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

ARTICLE 12. EMPLOYEE DEFINITIONS

A. FULL-TIME EMPLOYEES

1. Full-time employees are those who are regularly scheduled to work forty (40) hours per week/five (5) eight (8) hours days.

2. Nurse Managers who regularly work at least thirty-two (32) hours shall be considered as full-time employees for a period not to exceed six (6) months, at which time they will either become full-time employees, revert to a lower classification or return to leave status until they can take full-time duties, provided that the leave status shall not exceed one (1) year unless extended.

B. PROBATIONARY EMPLOYEES - New employees shall be on probationary status for the first six (6) months of their employment.

C. ORIENTATION

1. Employees covered by this Agreement shall participate in a Medical Center orientation and instruction program designed to acquaint them with distinctive hospital procedures and techniques and to familiarize them with the various administrative duties including the Nurse Manager administration and proper disciplinary procedures.

2. New equipment utilized by the Medical Center shall not be put into operation until employees concerned have been trained in its use.

3. Employees covered by this Agreement shall be notified in writing prior to the institution of any new Medical Center policies and/or procedures. (See Letter of Understanding, page 49).

ARTICLE 13. SALARIES

A. The parties agree that the salary schedule for Nurse Manager in this Bargaining Unit shall be as set forth in the Hurley Medical Center Pay Schedule attached hereto and made part of this Agreement. The salary schedule is based upon eighty (80) hours in a pay period.

B. Each Nurse Manager shall be placed on the salary schedule on the basis of the number of months or years of her employment with the City of Flint, Hurley Medical Center. Thereafter, when a Nurse Manager reaches her anniversary date, she shall advance to the next level on the schedule, according to the Compensation Pay Plan.

Beginning July 1, 1988, employees in the bargaining unit who completed fifteen (15) or more years of credited service (31,200 hours) between July 1st and June 30th of the previous fiscal year shall receive a lump-sum longevity payment. The payment shall be based upon the straight wage and hours paid by Hurley Medical Center up to 2080 in the fiscal year and the following formula:

<u>Years</u>	<u>Percent</u>
15	4% lump sum
16	"
17	"
18	"
19	"
20 & over	6% lump sum

The payment shall be made on a separate check issued the first full pay in July following the completion of the fifteenth year. Employees must be employed at Hurley

Medical Center as of June 30th of the fiscal year in order to receive payment for longevity in the fiscal year.

Employer Paycheck Errors In the event there is an error of two (2) days or more on an employee's paycheck (employer error), an exact check will be issued. For employer errors involving less than two (2) days pay, a special check will be made, specifying both the gross and net amount. When the Medical Center develops the appropriate computer capabilities, a regular check will be issued in place of the errored check. Any overpayment to employees will be collectible in full by the Medical Center. The employee will be notified in writing of the overpayment and will be instructed to contact the Payroll department with regards to working out a repayment program. However, if the employee fails to cooperate, the Medical Center will have the right to withhold payment from the employee's paycheck not exceeding 10% of the employee's overpayment until repayment is made. Any underpayment/overpayment shall be limited to the previous twenty-four (24) calendar months. Any disagreement may be taken up through the normal grievance procedure.

C. The standard shift shall consist of not more than eight and one-half (8 1/2) hours consecutive in a twenty-four (24) hour period, including an unpaid lunch period of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods.

D. The salary schedules establish the salaries of Nurse Manager working on a day shift. Each nurse manager employed on any regular shift and who work a majority of hours between 4:00 p.m. and 11:30 p.m. will be entitled to additional remuneration over that set forth in the Salary Schedule, at the rate of 6.5 per cent per hour for all time worked during such shift. Each Nurse Manager who works a majority of hours between 11:00 p.m. and 7:30 a.m., will be entitled to a shift differential of eight (8) percent for all hours worked during such shift.

E. Nurse Managers except by mutual Agreement shall only be assigned to the day shift. It is recognized that a Nurse Manager may occasionally work parts of other shifts in order to fulfill her responsibilities. Whenever such work is performed on other than the

day shift, the appropriate differential shall be paid. Nurse Managers who work on Saturday and/or Sunday shall receive 8% weekend differential for each such day worked.

F. Premium payments are not to be duplicated.

G. New hires may and rehires shall qualify for past service experience credit at a maximum rate of one hundred (100%) percent for recent work experience at a comparable hospital. However, no starting rate of pay in excess of the sixth (6) step of the compensation scale may be granted for such experience. The intent of this paragraph is limited to pay purposes only.

H. WORK SCHEDULE

1. Each Nurse Manager will complete work schedules for her unit, covering a four (4) week period which will be posted at least one (1) week in advance of the time covered by such schedule. Upon completion of the unit work schedule, the Nurse Manager will submit it to Nursing Administration for review and mutual agreement.

2. No Nurse Manager shall be scheduled to work more than eight (8) hours in any twenty-four (24) hour period or more than seven (7) consecutive days in a fourteen (14) day period.

3. Except in emergencies or unusual circumstances, Nurse Manager will not work weekends.

1. Nurse Managers who receive MSN degrees shall receive a thirty-three cent (33¢) per hour wage differential over that of the differential for BA degree.

ARTICLE 14. HEALTH PROGRAM

A. PHYSICAL EXAMINATIONS:

1. At the time of hiring, all employees shall receive a physical examination by a licensed physician and at the Medical Center's 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

2. All Nurse Managers may receive diagnostic laboratory work as needed with the approval of employee health services. Nurse Managers shall receive a chest x-ray and T.B. screening test annually, upon request. If previous chest x-rays have been positive, x-rays will be repeated at six (6) months intervals, upon request.

3. Following surgery of any duration requiring a leave, or any illness leave of ninety (90) days or longer, a Nurse Manager will have a physical examination form supplied by the Medical Center, completed by her physician or a physician selected by the Medical Center.

B. IMMUNIZATIONS:

1. The Medical Center shall provide each Nurse Manager with the opportunity of obtaining the following immunizations without charge:

- a. Tetanus Toxoid Series or Booster
- b. Influenza Immunization
- c. Diphtheria Series or Booster
- d. Polio Series or Booster
- e. Hep Vax

2. Nurse Managers shall receive such immunizations or prophylactic treatment as may reasonably be required based on exposure and past record of need.

3. The parties agree to comply with the health related requirements of any regulatory agencies effecting the Medical Center.

C. ILLNESS ON DUTY:

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

ARTICLE 15. VACATIONS

A. Vacations for nurses employed by Hurley Medical Center shall be computed on the basis of total paid hours (exclusive of the premium portion) in each fiscal year.

B. Vacations shall accrue as follows:

Year of Service	Days Accrued	Per Hours Worked	Maximum No. of Days Per Calendar Year	Maximum Accumulation Days
Less than 5	1.25	173	15	30
5 thru 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 and over	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.

C. In the event the nurse 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 Article 15.G. Within the discretion of the Department Head, 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, a nurse 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 Medical Center. Accrued vacation time may be requested and if granted, may be taken in two (2) hour increments.

E. A nurse 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 nurse makes a request to take a vacation prior to July 1st and the Medical Center approved 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. Nurses who take their vacation prior to July 1st, may anticipate maximum vacation time; if taken prior to July 1st, the Medical Center will give that nurse additional pay on the first (1st) pay day following July 1st in an amount 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 nurse 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 nurse's service with the Medical Center 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 death, the proportionate share of a member's unused vacation pay will be paid to the named beneficiary on the member's life insurance policy provided by the hospital. If there is no such named beneficiary, or if the beneficiary has predeceased the member, unused vacation time will be paid to the member's estate.

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

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

ARTICLE 16. HOLIDAYS

A. Regular Holidays observed by the Medical Center are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1. Each full-time Nurse Manager will be paid for each of the above listed 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 Medical Center.

2. Each full-time Nurse Manager who is required to work on a regular holiday shall be paid at the rate of one and one-half times (1 1/2) her regular rate of pay; or a full-time Nurse Manager who works on a holiday at her request shall receive one and one-half times (1 1/2) her regular rate of pay for the hours actually worked (i.e. premium pay) plus receive a compensatory day off with pay, not to exceed eight (8) hours as scheduled by the Nurse Manager within four (4) weeks of the holiday.

B. Special holidays observed by the Medical Center are the day before Christmas, the day before New Year's, the Nurse Manager's birthday and the day after Thanksgiving.

1. Nurse Managers who are not scheduled to work on a special holiday shall be paid for such holiday or be entitled to a compensatory day off with pay at their regular straight time rate of pay for such special holiday. Such compensatory days off, not to exceed (8) eight hours shall be scheduled by the Nurse Manager.

2. A full-time Nurse Manager who is scheduled to work, or who works on a special holiday at her request, shall receive her regular rate of pay for the hours worked and an equal amount of compensatory time off with pay. Such compensatory time is not to exceed eight (8) hours as scheduled by the Nurse Manager within four (4) weeks of the Holiday.

C. General Provisions:

1. A Nurse Manager 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 Medical Center.

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 benefit accruals.

3. When a holiday falls within a Nurse Manager'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 her request.

4. Nurse Managers may schedule themselves to work either Christmas or New Year's and may schedule themselves to work either Memorial Day or the 4th of July and may schedule themselves to work either Labor Day or Thanksgiving.

5. If any regular holiday falls on a Nurse Manager'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 Nurse Manager.

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

7. A Nurse Manager who separates from the service of the Medical Center prior to the completion of six (6) months of service credit and who has received holiday pay or compensatory time off in lieu thereof, shall have deducted from her separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

8. A Nurse Manager who is drawing sick and accident benefits at the time a holiday falls, is not entitled to holiday pay.

ARTICLE 17. LEAVES OF ABSENCE

Employees shall agree when a leave of absence of any type is granted, to keep Nursing Administration informed on a quarterly basis of the status or condition, or any change in their condition or status, that caused the employee to request the leave.

A. SICK LEAVE

1. Each full time Nurse Manager shall accumulate sick leave at the rate of one (1) day of "sick leave" for each 173 hours of credited service but not to exceed nine (9) days per year. Such sick leave may accumulate without limitation.

2. No sick leaves shall be credited during the probationary period, but at the end of the probationary period the Nurse Manager will be given credit for sick days earned and will thereafter earn additional credit as described above. Nurse Managers who have been employed at the Hurley Medical Center and been promoted into the unit from a position within another bargaining unit shall be allowed to utilize sick time earned as an employee of another bargaining unit employed in the Hurley Medical Center.

3. Sick leave shall be paid at the Nurse Manager's regular rate of pay at the time the sick leave is used.

4. Payment for sick leave shall only be paid for the time lost for which the Nurse Manager normally would have been required to work and for which she would have been paid. Accrued sick leave time if requested appropriately and granted, may be taken in two (2) hour increments.

5. Nurse Managers are expected to use sick leave only for the purpose herein provided. A nurse 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. Such notice should in all cases except extreme emergency, be given in advance of the start of a Nurse Manager's scheduled work shift, one-half (1/2) hour on first shift; one and one-half (1 1/2) hours on second shift and at least three (3) hours on third shift.

6. If an employee becomes seriously ill or injured during her vacation she may at her option and upon submitting medical verification complete her vacation time

before using her paid sick time credit or may suspend her vacation and begin to use her paid sick time thereafter. In such circumstances the Nurse Manager should immediately notify the office, unless her condition prevents her from doing so.

Employees with more than twenty (20) days accumulated sick days shall have the option of receiving payment for unused days (to be paid at the base rate of pay in effect on June 30) in accordance with the following formula:

No. Earned Sick Days	Maximum No. Days Emp May Be Paid	Minimum No. Days Emp May Bank
9	7	2
8	6	2
7	5	2
6	4	2
5	3	2
4	2	2
3	1	2

Request for payment must be submitted to the Personnel Department no later than May 30 of each year. Payment will be by separate check in the payroll covering the first full pay period in July. Sick days that are not used or paid shall accumulate to the next year.

7. (a) When a Nurse Manager is on sick leave which extends beyond the time when she has exhausted her sick leave accumulation, she may, in her discretion, have such additional days charged against her vacation days then accrued or request an unpaid sick leave for the remaining period of that illness, upon her written request to the Director of Nursing Service.

(b) Thereafter, a leave of absence without pay because of illness following the exhaustion of a Nurse Manager's accrued sick leave may be granted for a period up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave. Said request shall be accompanied by a physician's certification as to the necessity of the requested leave.

(c) A Nurse Manager will be allowed to return to her former position and unit from a medical leave of absence if she returns within six (6) months from the first (1st) day of the leave. For a Nurse Manager who returns to work after six (6) months but prior to the exhaustion of her accrued sick leave, she will be allowed to return without loss of employment status or accrued benefits, but will not be guaranteed her previous assignment.

8. Sick leave for a Nurse Manager who works less than her regularly scheduled shift as a result of an illness shall be computed as follows:

a. If she discontinues work before having worked two (2) hours, sick leave for the entire day is granted.

b. If she works more than two (2) hours but less than six (6) hours before discontinuing work as a result of illness, she will receive regular pay for four (4) hours and sick leave pay for the remaining four (4) hours of that day.

c. Sick leave pay granted after the employee works six (6) hours or more shall be made at the discretion of the department head.

9. Nurse Managers 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 Medical Center may require a physician's certificate in cases of absences in excess of the number of days specified in Hurley Medical Center policies and following proper written notification to the individual nurse.

10. Paid sick leave will be granted for emergency visits to a physician or dentist which is required because of symptoms that arose on the same day the appointment was made or the day immediately prior thereto. Administration may request verification of such visits.

11. An employee who participates in the American Red Cross Blood Program at Hurley Medical Center shall receive time off with pay for purposes of making a blood donation. Such paid time shall be limited to four (4) hours per appointment if complications arise.

12. Any employee who retired from the City of Flint, Hurley Medical Center, under the provisions of the retirement ordinance, shall be compensated in cash for any accumulated unused sick leave days. This compensation shall be excluded from the calculation of the employee's final average compensation.

13. Upon the death of an employee whose death is duty or non-duty related, the named beneficiary on the member's life insurance policy provided by the hospital shall be paid in cash for each day of unused and accumulated sick leave. If there is no such named beneficiary, or if the beneficiary has predeceased the member, payment for unused and accumulated sick days shall be made to the member's estate. No payment against unused and accumulated sick leave shall be made if death is determined by a medical examiner to have been caused by suicide.

B. Personal Leave of Absence

1. Personal leave of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Medical Center upon written application by the employee.

a. When a personal leave of absence under this provision is granted for a period of not more than six (6) months, the individual shall be entitled at the termination of such leave to be re-employed in the same position she held at the time the leave was granted. Seniority, longevity, 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 nurse's request.

b. When a personal leave is granted for a period of more than six (6) months, the employee's position will not automatically be held open for her. If her position is not to be held open she shall be so advised at the time the determination is made.

The nurse 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 nurse is unable to return at that time, she will be re-employed when a position is available at the level and type of position previously held if she has notified the Hospital in writing of her desire to return; or in such other position and level in which there may then be an opening. During such leave an employee's seniority, longevity, 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. If a subsequent vacancy occurs in the Nurse Manager's original classification, the Nurse Manager will be restored to her previous classification.

c. A personal leave may be extended for a maximum of two (2) years.

2. The nurse shall when personal leave is granted keep the Hospital informed of any change in her status or conditions causing the employee to request leave.

3. Extensions of a nurse's personal leave of absence may be granted, when requested in writing.

4. Personal Days

Each Nurse Manager is granted a total of five (5) personal days per fiscal year. Effective 7/1/88, four (4) non-chargeable and one (1) chargeable to sick days or accumulated compensatory time at employee's option. Personal Days may be carried over to a maximum of two years accumulation. Personal days will be granted upon twenty-four (24) hours advance notification. The time limits outlined above may only be waived in cases of emergency or unusual/extenuating circumstances. (if chargeable to sick time, employee must have accrual of sick days, or if chargeable to compensatory time, employee must have accrual of overtime hours).

C. Emergency and Bereavement

Leave with pay of not more than three (3) days plus not more than two (2) days travel time shall 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, Grandparents, Grandchildren, Husband, Wife, Children, Step-Children, Brother, Sister, Step-Brother, Step-Sister, all in-laws in the same relationship, or other relatives living in the Nurse Manager's home. Nurse Managers 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. Any request for an extension will be approved and processed under provisions of Paragraph B above.

Reasonable travel time will be granted to those individuals who must travel in excess of three hundred (300) total miles to attend the funeral of any immediate family member. One paid day shall be granted for a minimum of each 300 miles traveled. However, under no circumstances will such time exceed two (2) paid days.

D. Maternity Leave

In compliance with State and Federal Statutes, the Medical Center and the Union agree to treat all maternity related health problems as normal sicknesses and disabilities. Provision of the sick leave section will then be applied.

Adoption:

Adoption shall be handled in the following manner: The Nurse Manager should notify her supervisor as far in advance as possible of confirmation of the adoption.

The Nurse 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 nurse on such leave status may be able to return to work in the same job and classification held by her before going on such leave, within three (3) months from the date of adoption. One (1) extension of ninety (90) days may be granted. Otherwise, the employee's return to duty shall be handled in accordance with Article 17(B)(1)(b) (Personal Leave of Absence).

A: FMLA

"The parties mutually agree that eligible bargaining unit employees will be accorded Family and Medical Leave in accordance with the provisions of the Family and Medical Leave Act of 1993, provided, however, that when contract language exceeds such provisions, the contract language shall be followed."

Vacations, holidays, sick leave and other fringe benefits shall not accumulate during such leave. However, the employee shall retain any benefits accrued up to the date of the leave.

F. Military Service Leave

1. Whenever an employee who is a member of the National Guard, Naval Reserve, Marine Reserve, Air Force 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 single calendar year and in case of compulsory reserve training, the period of payment shall be determined by the Personnel Director. 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.

2. Requests for military leave of absence by reservists who are activated for summer training or other military services shall be made to the Medical Center in writing as soon as the employee is notified and not less than three (3) working days after receipt of notice from the military. The three (3) working days notice will be waived for unusual extenuating circumstances including late notice from the military and emergency situations preventing the employee from providing timely notification. A Nurse Manager 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.

G. Educational Leave - Upon written application, a Nurse Manager may be granted a leave of absence to pursue a full time education program in nursing or a related field until completion of her degree without the loss of employment status or accrued benefits provided, however, that the length of the time of education leave shall not be more

than two (2) years. Requests for extension leave beyond two (2) years will be reviewed by a committee of four (4) members, two (2) of which shall be selected by the bargaining unit.

H. Association Business Leave

1. A Nurse Manager who is selected or elected by the Hurley Medical Center Nurse Manager Organization (HMCNMO) for official Hurley Medical Center Nurse Manager Organization (HMCNMO) business that will require absence from work, shall be granted a leave of absence without pay and loss of status for one (1) year and said leave may be renewed upon request. Such Nurse shall retain seniority and all other rights of accrued longevity, vacation time and sick leave.

2. Two (2) delegates elected by the Hurley Medical Center Nurse Manager Organization (HMCNMO), and employed by the Medical Center shall be granted leave with pay to attend official meetings, other than conventions. Such meetings shall be limited to not more than twenty (20) hours pay per delegate per meeting, and shall not exceed three (3) meetings in any one (1) calendar year. The names of the delegates, together with the time, date, place and purpose of such meeting shall be submitted to the Labor Relations Director of the Medical Center by the Chairperson of the Hurley Medical Center Nurse Manager Organization (HMCNMO) at least fifteen (15) days prior to the date of such meeting.

ARTICLE 18. WORKER'S COMPENSATION AND SUPPLEMENTAL PAY

A. The Medical Center shall provide coverage for all Nurse Managers under the Michigan Worker's Compensation Act.

B. A Nurse Manager who is injured and draws Worker's compensation as a result of her/his employment by Hurley Medical Center will, except where the injury is due to intentional and willful misconduct on the part of the Nurse Manager, receive from the Medical Center a supplemental payment equal to the difference between the weekly Worker's Compensation received and her/his normal take-home pay. These supplementary payments will be made bi-weekly for time actually lost for not more than twenty-six (26) weeks, within a twelve (12) month period following the date of 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 Nurse Manager is able to return to work.
 3. If the Nurse Manager is permanently disabled and receives a disability retirement under the City of Flint Pension Program and/or disability benefits under Social Security.

ARTICLE 19. JURY DUTY, COURT TIME, CIVIL SERVICE MEETINGS

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

2. If a Nurse Manager serves on jury duty during days when she would normally be scheduled to work, the Medical Center will provide a jury duty pay supplement to make up the difference between the jury duty earnings and her normal weekly 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 - If a Nurse Manager is called as a witness in a judicial proceeding for reasons arising out of her Medical Center's employment, she shall:

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

2. Be paid at one and one-half (1 1/2) times her normal rate of pay for such court time when it occurs during hours when she is not scheduled for work.

3. Any subpoena fees paid by the court to the employee shall be turned in to the Medical Center payroll office before the above payments will be made.

C. The Medical Center shall reimburse Nurse Managers for actual and necessary parking lot fees, local transportation fees, and such other expenses subject to the conditions listed below, incurred as a direct result of being required to appear in court in relation to the performance of professional duties. Claims for reimbursement of such charges shall be supported by receipts, ticket stubs, or other evidence of payment.

D. Civil Service Hearings - Nurse Manager required by the Medical Center to attend Civil Service hearings during off duty hours (i.e., as a witness/ representative of the Medical Center) shall be compensated at the rate of one and one-half times their hourly rate of pay for time spent at the hearing.

ARTICLE 20. INSURANCE PROGRAM

A. Hospital Medical and Surgical Insurance

The Medical Center will provide without charge to eligible Nurse Managers and their families medical and surgical insurance coverage at the same or comparable level as outline in the Comprehensive Group Hospital Preferred Benefits (MVF-1) for full family ward coverage with a \$2.00 co-pay prescription rider. This option must be exercised within 30 days of the employee's date of hire, or during the enrollment period of April to May. Changes such as marriage, death, birth, divorce, etc., should be reported to the Personnel Office within thirty (30) days of the effective date of change.

Effective upon date of ratification of the contract between both parties, all new employees in the bargaining unit eligible for health care insurance who select Blue Cross/Blue Shield shall receive the Blue Cross/Blue Shield PPO rather than the traditional plan.

B. Discount Policy

1. Nurse Managers who do not elect medical and surgical coverage shall receive the Medical Center's discount policy. The Medical Center will provide a discount on Medical Center inpatient 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 inpatient charges not covered by the Medical and Surgical coverage described above. The Medical Center will provide a similar discount for out-patient services, which will be limited to not more than sixty-five (65%) per cent of the total charge.

2. Employees requesting a discount for outpatient service, other than emergency service, should obtain a Discount Certificate from the Personnel Office prior to

such service. It shall be the responsibility of the Personnel Office to check the Admission Sheet (including In and Outpatients) 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 Outpatient clerk). It will be the responsibility of the employee involved to notify the Personnel Office when a member of their immediate family has received Medical Center service.

C. In the event the GLS area becomes serviced by a group medical practice plan (or individual practice association), the Medical Center will make arrangements to provide annually for such employees to enroll for health coverage through the carrier providing such coverage, subject to the availability and enrollment requirements of such optional plan. Additionally, effective January 1, 1998, M-Care will be offered as an additional hospitalization coverage.

Effective January 1, 1998, all employees in the bargaining unit who receive Blue Cross/Blue Shield or Health Plus insurance coverage will have inserted in their policy a \$500 inpatient co-payment waived for treatment received at Hurley, or treatment which is not part of Hurley's services, or treatment which is provided on an emergency basis, or out of Hurley's service area (i.e.: the GLS region). Members and their covered spouses/dependents who are inpatients at Hurley Medical Center will not be charged additional fees for basic telephone service, basic television service, or for private rooms when available.

The Hurley Medical Center Nurse Manager Organization (HMCNMO) agrees that the Medical Center will not incur the cost of double coverage should they be in a situation where both spouses are employed by the Medical Center. They agree that should a situation of this nature arise that the parties will call a conference and it will be determined at such time which individual will carry insurance coverage.

D. Life Insurance

1. The Medical Center shall provide to each full-time Nurse Manager, without charge, life insurance and dismemberment coverage in the amount of \$45,000.00 with double indemnity coverage in the event of accidental death.

2. The Medical Center will make arrangements to provide annually, for full time employees, the opportunity to secure additional life insurance, at the employee's own expense and will make payroll deduction for payment of these premiums upon the employee's authorization. The Medical Center will provide the Hurley Medical Center Nurse Manager Organization (HMCNMO) with a description of the optional coverage in writing.

E. Liability Coverage - The Medical Center shall provide liability coverage for all Nurse Managers working for the Medical Center who may be subject to liability claims for incidents arising out of their Medical Center employment. The Medical Center will provide the Hurley Medical Center Nurse Manager Organization (HMCNMO) with a description of this coverage and the limitations of it in writing. Nurse Managers may want to carry additional, personal liability coverage.

F. Retirement Program - Only Nurse Managers who hold a probationary or permanent status with the Medical Center shall participate in the retirement system of the City of Flint. Retired Nurse Managers may have their Hospital Group Blue Cross/Blue Shield policies transferred to the Group Blue Cross/Blue Shield contract administered by the Retirement Office of the City of Flint and have the monthly premium therefore deducted from their monthly pension check. (See settlement agreement language of 8/13/86).

All employees who qualify for membership shall have their pensions determined in accordance with the modified contributory plan as set forth herein. Employees hired after January 1, 1987, shall have an option, exercisable within thirty (30) days, to elect to participate in the Hurley alternative pension plan or the modified program. A detailed description of both plans shall be made available to employee/members.

Effective: 1/1/87

1. Current Program Modification

<u>Multiplier</u>	<u>Service Years</u>
2.0%	1st through 15th
2.2%	16th through 25th
1.0%	Beyond 25th

Employee Contribution to 7.0%.

Best 3 out of 5 years for FAC.

All other provisions as in current system including 15 year vesting.

Full retirement with 25 years of service or 10 years of service and age 55.

2. Alternative Pension Program Effective 1/1/87

Under City of Flint Retirement System Administration

No Employee Contributions

Employee Contributions Returned

4% Interest on Withdrawn Funds

1.5% Multiplier for All years of service

Ten Year Vesting

Age 60 for Full Retirement

Actuarially Reduced Pension for Early Retirement at Age 55

Actuarially Reduced Pension for Disability at Any Age with Ten Years of Service

Switching by 12/31/87 for those Choosing to Switch

New Employees May Take Alternative System

75 Points for Health Care

Pop-Up-Option

All other Provisions as in Current System

Members of the contributory pension system who retire may select the pop-up-option funded by a reduction in the retiree's monthly pension.

Management may implement an optional defined contribution pension program for new employees hired after ratification of the contract. Employees who choose this program will not be allowed to participate in either of the current City of Flint Retirement Programs, i.e., (Contributory or Non Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be in five years and employee contributions will be determined by the parties considering applicable laws. The remainder

of the program to be developed by the parties including the possibility of other members opting into the new system.

G. Sick & Accident Plan

All full-time Nurse Managers who have completed six (6) months probation (1040 hours) of work with the Medical Center are eligible for sick and accident insurance. An employee known to be ill or injured resulting in disability as evidenced by a statement from their attending physician attesting to such condition will be placed on sick and accident leave status commencing on the 15th day of hospitalization or fifteen (15) days following the last day worked for illness or accident without hospitalization. Sick/Accident leave benefits consist of sixty (60) percent of employees base weekly wage rate for a period of up to twenty-six (26) weeks, with a maximum benefit of \$350.00 per week. Effective July 1, 1993, the weekly maximum benefit cap will be raised to \$500.00.

Nurse Managers may use two (2) sick days per week or two (2) vacation days if there are no sick days available to supplement her pay during sick leave covered by S&A benefits. A leave form must be submitted at the time. Forms will be available through the Personnel Department. These forms are to be completed by the employee's physician and shall be returned to the Personnel Department within fifteen (15) calendar days of the occurrence of the first (1st) day of disability in order for the employee to qualify for sick/accident benefits.

H. Deferred Compensation

Deferred Compensation Plan to cover employees in this bargaining unit shall be made available by the Medical Center.

I. Dental Plan

Each full time Nurse Manager and eligible dependents, upon completion of six (6) months of service, shall be eligible for dental insurance coverage provided by Hurley Medical Center as follows: 100/90% co-pay for Class I benefits - basic dental service; 50/50% co-pay for Class II benefits - prosthodontic dental services; and 50/50% co-pay for Class III benefits - orthodontic dental services - maximum contract benefit per person: \$1,000 maximum per person per contract year on Class I and II benefits, Class III, \$1,000

lifetime maximum. Eligibility - Regularly working 100 hours or more per four week schedule.

J. Optical Plan

For each eligible individual, there are the following limitations on the frequency with which charges for certain services and materials will be considered Covered Expenses.

Reasonable and customary charges for examinations, lenses and contact lenses (\$150 maximum) and frames: (Maximum \$50.00 for frames) Once during any period of twelve (12) consecutive months for children under age eighteen (18); once during any period of twenty-four (24) consecutive months for adults (18 & over). Also, up to age 19 and solely dependent upon employee (parent) for support. The limitation on lenses, contact lenses and frames apply whether or not they are a replacement or lost, stolen, or broken lenses, contact lenses, or frames.

Forms are available at the Personnel Office, Insurance Section.

K. Hearing Aid

A rider is added to the Blue Cross and Blue Shield policies. The rider provides hearing aid coverage no more than once every three years and requires medical clearance.

ARTICLE 21. EVALUATIONS, PROMOTIONS, TRANSFERS, SENIORITY AND LAYOFFS

A. Newly appointed Nurse Managers shall have a written evaluation of their work performance by their supervisor at intervals of 2, 4, 6, and 12 months and annually thereafter. They shall acknowledge such evaluation by signature; however, such a signature will imply neither agreement nor disagreement with the evaluation. On request a copy of such evaluations shall be given to the Nurse Managers at the time the evaluations are made. If a Nurse Manager is in disagreement with the evaluations, a grievance may be filed through the grievance procedure.

B. Before any Nurse Manager can be rated either "questionable" or "unsatisfactory," he/she must have been advised in writing of the deficiencies in her/his performance and of the steps necessary to correct the deficiencies. A Nurse Manager will be allowed at least sixty (60) days in which to obtain satisfactory performance, during which time Management will keep the Nurse Manager informed of her progress towards obtaining acceptable performance levels.

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

D. A copy of each announcement for a vacancy in this unit shall be given to the Chairman of the Council.

E. Nurse Managers on staff who meet the minimum qualifications for promotion to other positions in the Nursing Department shall be given every possible consideration for promotion. Such qualifications will include education, training, and nursing experience

F. In order to implement the above promotion policy, a notice of promotional opportunity will be submitted to the Chairman of the Hurley Medical Center Nurse Manager Organization (HMCNMO) in advance of posting. The notice of promotional vacancy will be posted not less than ten (10) consecutive days prior to any such promotional vacancy being filled. Such posting will include the promotional vacancy and necessary qualifications.

G. When a promotional vacancy occurs such vacancy shall be temporarily filled by the Medical Center from within pending completion of the above promotional procedures. The Nurse who fills such vacancy shall be paid the rate of the higher classification during the period of such temporary appointment.

H. Seniority:

1. A seniority list will be maintained for certified employees who have attained permanent status.

2. Seniority shall be defined as continuous length of service as a Nurse Manager in the Medical Center without interruption or break. 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 Hurley Medical Center Nurse Manager Organization (HMCNMO) 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.

(e) Any unauthorized absence of fourteen (14) consecutive days or longer which does not result in the employees separation from service.

3. 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 approved educational leave not to exceed one (1) year.

(c) Any leave for Hurley Medical Center Nurse Manager Organization (HMCNMO) business not to exceed one (1) year.

(d) Periods covered by Worker's Compensation or duty disability retirement.

(e) Any unpaid sick leave not to exceed one (1) year; however, such approved leaves will not be credited for pay step increases or vacation and sick leave accumulations.

4. Complete current seniority lists shall be submitted to Hurley Medical Center Nurse Manager Organization (HMCNMO) annually and the Medical Center will provide information relative to changes on a bi-weekly basis.

I. Lay-off Procedure - Recall

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

2. Layoff will be made in reverse order of accrued seniority in the Bargaining Unit. However, when layoffs/reductions are required, members may be offered positions outside of the inpatient operations by seniority, i.e., to positions within the Medical Center's outpatient care operations (for which they qualify), without loss of accrued seniority for pay or retirement or accrued benefits, i.e., accrued leave days. This avenue will be pursued via a special conference held between the bargaining unit and Administration. In the event that no nurse manager wishes to be reassigned or no position vacancy exists: the employee to be laid off will be referred to other vacancies per Article 21 I.7. Basic requirements are defined as meeting the minimum entrance requirements of the position vacancy. Additionally, no Nurse Manager may be hired in the Nursing Department/Service Line or outpatient operations if a recall list exists in the department/service line or outpatient operations for the Nurse Manager classification.

3. When the least senior employee is scheduled for layoff such employee may opt to revert to a former classification held by that employee. A vacancy is defined as a position which is declared as vacant by the Medical Center.

4. No Nurse Manager shall be displaced by any employee from any classification outside the Bargaining Unit.

5. Whenever possible the HMCNMO will be given four (4) weeks advance notice of pending layoffs and individual Nurse Managers will be given two (2) weeks advance notice.

6. Nurse Managers on layoff shall remain on an appropriate list for two (2) years from the effective date of layoff.

7. Employees on layoff from the Nurse Manager Classification shall be referred for vacancies for which they possess basic requirements in other classifications. Such employees, if appointed, 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.

8. A written layoff notice shall be presented to the employee and a copy of the notice will be given to the Chairperson of the Hurley Medical Center Nurse Manager Organization (HMCNMO).

J. The Nurse Manager may return to a previously held classification providing that a vacancy exists in that classification. Said member may elect to return to a vacancy for which no other groups' member(s) have contractual or other rights. The Nurse Manager may elect to be placed in a vacancy for which they qualify. If this should occur, then the former member shall receive seniority credits and benefits as determined by the new classifications, union contract or handbook, whichever is applicable.

Lateral Transfers - Nurse Managers who have successfully completed a probationary period as a Nurse Manager may apply for any posted vacancy for a Nurse Manager. Such applications to the Human Resources Department shall be considered a request for lateral transfer.

Requests for transfer to another position as a Nurse Manager will be actively considered regardless of posted experience and educational requirements for the vacancy. Nurse Managers who request such transfers will not be required to participate in any testing process conducted by the Human Resources Department and will be automatically certified to the Nursing Department along with other candidates from the eligibility list. Nurse Managers certified to the Nursing Department as transfer requests will be included in the interview/selection process conducted by the Nursing Department. Any selection made to fill such vacancies shall be made from among those certified from the eligibility list and those Nurse Managers requesting transfer.

Alternatively, Nurse Managers who wish to be considered for other Nurse Manager vacancies may elect to participate in the formal testing process for the position as administered by the Human Resources Department. If this avenue is selected, the Nurse Manager must meet all posted minimum entrance requirements and will only be considered for the vacancy based upon normal placement on the eligibility list.

A Nurse Manager or Nurse Case Manager II who has been selected to fill a new position under these provisions will be given a trial period in the new position. The trial period will start with the first day in the new position and end two (2) weeks after receipt of the first performance evaluation in the new position (probationary or special). During the trial period, the Nurse Manager or Nurse Case Manager II who accepted the new

position may elect to return to their previous position as a Nurse Manager or Nurse Case Manager II. The right to return to a previous position under this paragraph, however, does not abridge Management's right of assignment based on the needs of the Medical Center.

Should nursing administration wish to fill a Nurse Manager vacancy through a transfer within the bargaining unit without the usual posting process, a special conference will be held between the parties prior to such a transfer taking place.

ARTICLE 22. EDUCATIONAL COURSES

A. If a full-time Nurse Manager desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Director of Nursing Services and the Hospital Administration agree would aid her in the practice and performance of her services at the Medical Center and will contribute to her professional growth, may submit in advance of commencing such course or courses, a letter of application to the Director for reimbursement of the cost 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 of the amount expended for tuition and books, the Nurse Manager shall be reimbursed for such expenses up to \$1,800.00 within two years; provided, however, that the Nurse Manager agrees in writing to remain a full-time 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-months (6) period, she will repay the education course reimbursement to the extent of one-sixth (1/6th) of such sum for each month she is short of meeting the six (6) months requirements. (See Letter of Understanding Agreement of Advance Educational Reimbursement in Personnel).

ARTICLE 23. PROFESSIONAL MEETINGS

A. The Medical Center will encourage attendance by Nurse Managers at professional meetings sponsored or co-sponsored by the Hurley Medical Center Nurse Manager Organization (HMCNMO) or other professional associations or institutions, when in the opinion of the Medical Center, attendance is likely to increase the competency of a Nurse Manager in her professional capacity and, hence, benefit the Medical Center.

B. Nurse Managers desiring to attend professional meetings shall submit requests to the Associate Director for Nursing Affairs or designee.

C. Nurse Managers may be given time off, without loss of pay, to attend such professional meetings, and, within the limitations of the Medical Center's funds for employee attendance at the professional meetings, may also be reimbursed for reasonable and necessary expenses incurred in such attendance.

D. Civic Activities - A paid leave may be granted to a Nurse Manager who is required to be absent from work because of her involvement in Civic activities (e.g. United Fund, Red Cross, Schools, etc.) Such leave must not exceed four (4) hours and must be applied for not less than forty-eight (48) hours in advance.

ARTICLE 24. SAVINGS CLAUSE

Should any provision of this Agreement be determined to be in conflict with the Constitution of the United States, or the State of Michigan or the laws of the United States or the State of Michigan, that provision shall be null and void and the remaining provisions shall remain in full force and effect.

ARTICLE 25. 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 26. WITHHOLDING OF PROFESSIONAL SERVICES

A. It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

B. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Hurley Medical Center Nurse Manager Organization (HMCNMO), and the members of the Bargaining Unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients.

C. The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Hurley Medical Center Nurse Manager Organization (HMCNMO) agrees not to oppose such action. It is understood, however, that the Hurley Medical Center Nurse Manager Organization (HMCNMO) shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

D. The Employer will not lock out any employees during the term of this Agreement.

ARTICLE 27. OTHER BENEFITS

A. 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.

B. The Medical Center agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Hurley Medical Center Nurse Manager Organization (HMCNMO). All notices shall be delivered by the Hurley Medical Center Nurse Manager Organization (HMCNMO) to the Labor Relations Office of the Medical Center. The Labor Relations Office shall stamp and post the notices on the bulletin boards without delay. The Medical Center will not in anyway censor or edit notices presented by the Hurley Medical Center Nurse Manager Organization (HMCNMO). However, the Hurley Medical Center Nurse Manager Organization (HMCNMO) will not post anything

that is detrimental or derogatory to the Medical Center, and such material will be signed by the Chairman of the Hurley Medical Center Nurse Manager Organization (HMCNMO).

C. All employees will be issued an identification card by the Personnel Office as soon after employment as possible. While the card is being processed (or when lost) the employee will be given a temporary pass. Employees should carry the card on their persons at all times while on duty. Employees may be required to show their cards regularly or periodically when entering or leaving the Medical Center and when receiving their pay checks.

D. A mileage allowance consistent with the standard practice of the Medical Center shall be paid to nurses using their own automobiles for Medical Center related obligations.

E. The Hurley Medical Center Nurse Manager Organization (HMCNMO) may use available rooms at the facility during off duty hours for Hurley Medical Center Nurse Manager Organization (HMCNMO) meetings, with the prior consent of the Medical Center.

F. The Medical Center shall supply to each Registered Professional Nurse Manager in the Hurley Medical Center Nurse Manager Organization (HMCNMO) a copy of this Agreement.

G. A safety program shall be formulated with the consultation of the nurses and implemented as soon as possible. The Safety Advisory Committee's purpose is to provide a forum for the identification and analysis of safety problems, and to recommend and help implement solutions to such problems. The Chairman, or her designate, will be a member of the committee.

H. Nurse Managers may release themselves to prepare reports and document materials they need in order to fulfill their role as Nurse Managers. The Nurse Manager shall appoint another nurse to act in her behalf if she is to be gone more than four hours of her shift.

I. Hurley Medical Center agrees to schedule an appointment with the Personnel Department upon the request of any Nurse Manager to review their own accumulation of sick, personal, and vacation days, and personnel records. Such requests will be made once

per fiscal year except as to the Nurse Manager's personnel records which may be requested twice each fiscal year. Following such an appointment, if there is no disagreement as to the number of sick, personal, or vacation days, the employee will indicate such agreement by executing a document acknowledging the employee concurs in the accumulated number of sick, personal, and vacation days. In the event of a disagreement, the employee shall invoke the grievance procedure to resolve any disagreements with respect to the number of sick, personal, or vacation days.

ARTICLE 28. PERMANENT UNIT CLOSING/CONSOLIDATION

1. When unit(s) are to be closed/consolidated, Management will so notify the Nurse Manager(s) and the Bargaining Unit Chairperson by giving at least four (4) weeks notice, in advance. A special conference will be scheduled for the purpose of implementing Article 21 I-2 (proposed language.)

2. In the event of said unit closure/consolidation, the employer will permit the employee(s) to retain the Nurse Manager classification, remain a member of the bargaining unit, and retain all rights and benefits previously provided to the employee(s) as a Nurse Manager, and as prescribed by the collective bargaining agreement between the employer and the bargaining unit as long as the Nurse Manager is employed and functioning as a Nurse Manager.

3. If a Nurse Manager position (unit assignment) becomes available current Nurse Managers will be offered placement first, Nurse Managers on current layoff status will be offered secondly, before all other applicants or candidates for the vacancy.

4. The individuals mentioned in this Article shall have first preference over those who may be off on personal leave as mentioned in Article 17, paragraph B, sub-paragraph I-b; i.e., employees who have been granted a personal leave for more than six (6) months, whose position(s) are not being automatically held open.

5. Management will not require the effected Nurse Manager(s) to participate or be subjected to an assessment process for validation of managerial skills when the Nurse Manager(s) is/are subsequently assigned to a particular Nurse Manager position(s).
6. Nurse Managers shall fill vacancies in sub-classes as outlined and listed below:
 - (a) Critical Care: Burn Unit, Transition Unit, ICU, CCU, NVU-11C, ER
 - (B) Maternal - Child Health: NICU, PICU, L&D, Post Partum, NBN, Ante-Partum, Clinic, 1E, 2E
 - (C) Psych - Substance: 3D, 2C, Peds.-Psych., 2D, Invol.Psych., 9C, Geri-Psych, 7C
 - (D) OR / RR
 - (E) Medical - Surgical: 7E, 6C, 6E, 4C, 5C, 5A-Hemo, 9E, RDC Clinics,

Should a unit assignment become available where a Nurse Manager was last assigned, he/she shall be reassigned to said vacancy.

Should a unit assignment become available, which was not the Nurse Managers last unit assignment, but within the same sub-class to which the Nurse Manager was previously assigned as determined by the separate sub-classes listed above, the Nurse Manager will be assigned to said vacancy. Should there be more than one (1) employee without an assignment, where both were last employed within the same sub-class, the most senior employee shall receive the assignment.

If a Nurse Manager position (unit assignment) becomes available external to the employee's last sub-class assignment, the employee may apply and be considered for the position along with all other applicants or candidates for the vacancy.

7. Notification to all such Nurse Managers shall announce the vacancy and indicate that the Nurse Manager must apply, if interested, within ten (10) days and that the interest must be in written format. Should the individual(s) be on vacation, the

chairperson of the Council may express a desire on behalf of the employee. Once the Special Project Nurse Manager(s) have expressed interest in the vacancy, a date will be established for interviews, which will be conducted by the Assistant Medical Center Director for Nursing and the Director for the Nursing unit involved.

8. After the interview process is completed, the Nurse Manager shall be notified within ten (10) days in writing relative to acceptance or non-acceptance for the position. Should she/he not be accepted, documentation shall be provided explaining why the individual was not selected.

9. A Nurse Manager who has been selected to fill a new position (outside the original sub-class) under these provisions will be given a ninety (90) day trial period. During the ninety (90) day period, he/she will be evaluated twice; upon completion of each forty-five (45) day period. During the first sixty (60) days of the trial period, the Nurse Manager may elect to return to special projects voluntarily. However, upon successful completion of the ninety (90) day trial period, the individual shall become the permanent Nurse Manager for the unit involved

10. Nothing in this agreement will restrict Management's rights to lay-off or determine the number of Nurse Manager positions.

ARTICLE 29. TERM OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 1998, and shall continue in operation and effect until June 30, 2001. If either party hereto desires to terminate, modify, or amend this Agreement, it shall, at least ninety (90) days prior to June 30, 2001, give notice in writing to the Employer or to the Hurley Medical Center Nurse Manager Organization (HMCNMO) as the case may be of its intention to modify or terminate this Agreement. However, the proposal shall be provided seventy (70) days prior to the termination of the Agreement. Such notice to include language and modification desired; however, such notices shall not preclude other items not included in the notice. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. If neither party shall give notice to terminate, change or

modify this Agreement as provided, the Agreement shall continue in operation and effect subject to termination or modification thereafter by either party upon sixty (60) days written notice.

**LETTER OF UNDERSTANDING
ORIENTATION HANDBOOK COMMITTEE
1984**

The above parties have reached an understanding of the above regarded subject matter and agrees to have a committee consisting of two nursing administrative/management representatives and two bargaining unit representatives, who shall meet for the purpose of preparing an orientation handbook for Nurses Managers. The committee shall also consider and report on any changes in orientation contents and procedures, including the advisability of implementing a "mentor system" for new Nurse Managers.

The Hurley Medical Center Nurse Manager Organization (HMCNMO) hereby agrees to meet with the Nursing Administration to determine dates and the number of meetings the parties believe are necessary to accomplish the herein mentioned objective. However, the overall goals and objectives for establishing such orientation handbooks will be determined by both the Nursing Administration and the Bargaining Unit representatives.

**HURLEY MEDICAL CENTER
HEAD NURSE STAFF COUNCIL**

/s/ Magdalene Mitchell

/s/ Erna M. Smigiel

/s/ Richard S. Richardson

/s/ Agnes A. Woodward, Secretary

HURLEY MEDICAL CENTER

/s/ Booker Brown

**LETTER OF UNDERSTANDING
ADVANCE EDUCATIONAL REIMBURSEMENT
FEBRUARY 21, 1985**

In recognition of the needs for increased human resource development and in light of current economic constraints, the Hurley Medical Center Head Nurse Staff Council and the administration of Hurley Medical Center hereby agrees to provide the Nurse Managers with an alternate plan to avail themselves of the necessary educational opportunities to develop advance clinical and managerial skills to aid them in their role at the Medical Center.

This plan will allow all actively working employees of the bargaining unit to apply for educational reimbursement in advance to the completion of an educational course by using their currently accrued vacation days as collateral with the Medical Center. The use of these days as collateral shall be an option to the choice of being reimbursed as prescribed in the current labor/management agreement between the two aforesaid parties. An employee electing the option of advance educational reimbursement in the manner mentioned above shall be required to meet the following conditions:

1. The employee must agree that they will allow the Medical Center to set aside the number of days based on the cost of such advance tuition and required withholding taxes on the following formula:

\$0.00 - \$200.00 = Two (2) days
\$201.00 - \$400.00 = Four (4) days
\$401.00 - \$600.00 = Six (6) days
\$601.00 - \$800.00 = Eight (8) days
\$801.00 - \$1000.000 = Ten (10) days
\$1001.00 - \$1200.00 = Twelve (12) days

2. The procedure for utilizing vacation days as collateral for the specific purpose as mentioned above shall be as follows:

A. The employee will be required to provide, to the Personnel department, the estimated cost of tuition, books, and supplies and the names of course or courses to be taken by completing the Medical Center's form for application for reimbursement of educational course fees.

B. The employee must fill out the advance tuition/collateral agreement based on the formula listed in number (1) above, which shall be developed by the Personnel department.

C. Upon completion of the above steps, the Personnel department shall issue a letter of credit in the name of the employee to the institution/school to be attended in the amount specified in the collateral agreement.

D. Upon registration, the employee will present to the specified institution the letter of credit in their name. The institution shall then proceed to bill the Medical Center for a cost not to exceed the amount authorized by the Medical Center in the letter of credit granted to the employee. Upon receiving a copy of the student's tuition bill from the school, the Medical Center will issue a check made out to the student and the school, and will deliver the check to the accounting office.

3. Upon proof of satisfactory completion of course or courses, the employee's collateral vacation days will be returned to their respective bank for their use as provided per contractual language.

4. If there is an absence of satisfactory completion of course or courses, the employee shall be required to repay the Medical Center monies owed in full, through arrangements of payroll deduction of the total amount paid to the institution or school on their behalf, or repay the total amount in cash payments for the specified amount, and after such total payment is made, the agreed upon collateral days shall be released for the employee's use. Employees who have an outstanding debt are not eligible to participate in the tuition reimbursement program or the advance tuition reimbursement program until all tuition monies owed to the employer have been paid.

5. The parties recognize that this understanding is a new approach and that concerns relative to the implementation of this agreement may develop from either side. In the event there are such concerns, either party may request a review of any or all of the foregoing at any time during the term of the current contractual agreement between the parties. The parties also agree that this letter of understanding will remain in effect only through the term of the contract year(s) unless specifically agreed upon afterwards.

6. This agreement shall be in compliance with all City, State, and Federal tax laws, and will not allow employees of the bargaining unit any other advantages for educational reimbursement than it has through the past practice of the parties for granting such, except as specifically herein mentioned.

**HURLEY MEDICAL CENTER
HEAD NURSE STAFF COUNCIL**

/s/ Magdalene Mitchell

/s/ Erna M. Smigiel

HURLEY MEDICAL CENTER

/s/ Booker Brown

/s/ P. Doris Petross

LETTERS OF UNDERSTANDING

Re: Unresolved Grievances

The above parties hereby agree that the Nurse Manager organization will submit unresolved grievances to a mutually agreed upon arbitrator; except that the organization may, if they desire, submit suspensions, terminations, Unit Closings language, Article 28, to the Flint Civil Service Commission.

Re: Ad Hoc Committee/Performance Awards

The parties agree to meet and discuss the issue of merit/performance increase within the format of a special ad hoc committee. There shall be no more than three (3) representatives of each side who shall begin meeting within ninety (90) days from the date of contract settlement at mutually agreeable dates and times to discuss and formulate possible criteria and methodologies for performance awards. Mutually agreed upon methods shall be implemented in accordance with the committee's recommendation through a letter of understanding.

Re: Settlement/Two Year Contract vs Reallocation

Two (2) year contract with the understanding that this settlement resolves present claims for reallocation. All tentative agreements are included as part of this agreement and concludes negotiations. The parties further agree that they will recommend to their respective constituents ratification of all of the terms and conditions of this settlement agreement.

**LETTER OF UNDERSTANDING
SCHEDULING/OVERTIME GUIDELINES FOR NURSE MANAGERS
JULY 8, 1992**

I. APPROPRIATE USAGES OF OVERTIME/COMPENSATORY TIME

- A. Discipline/counseling meetings (primarily off-shift staff)
- B. Performance appraisal meetings (primarily off-shift staff)
- C. Staffing emergencies
- D. Patient care problems
- E. Scheduled off-shift in-service/staff meetings
- F. Scheduled off-shift administrative meetings
- G. "Catch-up" with prior approval from Nurse Administrator

II. INAPPROPRIATE USAGES OF OVERTIME/COMPENSATORY TIME

- A. Recruitment dinners and other social occasions
- B. Peer counseling
- C. Negotiations/union business
- D. Personal convenience - Example: Working over eight (8) hours in one (1) day (and collecting pay or compensatory time at time and one-half) in order to leave early another day for personal reasons

III. PROPOSED ALTERNATE (FIXED) SCHEDULES

- A. Four (4) ten-hour days per week
- B. Four (4) eight-hour days per week (presently in contract)
- C. Five (5) eight-hour days per week to include weekend shifts

- D. Above schedules subject to the following:
 - 1. Limited to six (6) months out of any twelve (12) month period.
 - a. Selected for educational purposes
 - o BSN, MSN, Doctorate in Nursing only
 - o Two occurrences per degree
 - b. Selected subsequent to maternity leave
 - o No limit in occurrences
 - c. Request for purposes other than A or B above are subject to special conference.
 - 2. If four (4) ten-hour days are chosen, overtime will be paid for over ten (10) hours in a day or for over forty (40) hours in a week.

IV. ADJUSTED SCHEDULES

- A. Changes to routine schedule of Monday through Friday first shift (formerly called "Flex Time")
- B. Overtime (cash or compensatory time) will not be paid for over eight (8) hours/day
- C. Prior authorization of Nurse Administrator
- D. Appropriate for such activities as:
 - o Off-site meetings
 - o Lectures
 - o Fund-raising activities
 - o Public relations events
 - o School
 - o Staffing needs -- none-emergent/elective
 - o Observation, teaching or problem-solving on off-shifts
 - o Personal convenience
- E. Schedule adjustments (such as working six (6) hours one day and ten (10) hours another) must be accomplished within the same pay period so that the regular hours paid on any check reflect the actual number of regular hours worked in the pay period.

**LETTER OF UNDERSTANDING
ORIENTATION PROGRAM
AUGUST 12, 1992**

The above parties have reached an understanding of the above subject and agree to develop and implement an orientation program for all new Nurse Managers and transferring Nurse Managers.

Program content will include, but not be limited to, general orientation to the classification and specific orientation to the unit or service based on performance expectations and defined responsibilities. A preceptorship will be one of the orientation methods employed in all instances for newly appointed Nurse Managers and by mutual agreement for transferring Nurse Managers.

The orientation period for new Nurse Managers will be six (6) weeks. Nurse Managers transferring to new areas will also participate in the orientation program for up to six (6) weeks. The actual length of an orientation period for a transferring Nurse Manager will be decided by mutual agreement between the parties. All orientees will receive written feedback concerning their progress at the end of the orientation period.

Hurley Medical Center Nurse Manager Organization and Nursing Administration agree to initiate the program planning upon ratification of the 1993 contract with program implementation within 90 days.

NURSE MANAGER ORG.

/s/ Mary Powell

/s/ Cynthia Jones

HURLEY MEDICAL CENTER

/s/ Jay Kitson

/s/ Charley McClendon

/s/ Samuel Blevins

**SETTLEMENT AGREEMENT
AUGUST 13, 1986**

1986-1987

1. Wages: Effective July 1, 1986, the following pay plan will be implemented:

1st 6 mos	\$13.589
2nd 6 mos	\$13.909
2nd yr	\$14.40
3rd yr	\$15.06
4th yr	\$15.81
5th yr	\$16.36
10th yr	\$16.57
15th yr	\$16.72
10th yr	\$16.96

2. Wages: Effective 1/1/87

1st 6 mos	\$13.91
2nd 6 mos	\$14.32
2nd yr	\$14.72
3rd yr	\$15.51
4th yr	\$16.28
5th yr	\$16.86
10th yr	\$17.06
15th yr	\$17.22
10th yr	\$17.46

3. Increase Educational Reimbursement from \$1,200 over two (2) year period to \$1,400.
4. Dental Upgrade - Increase maximum per person per contract year on Class I and Class II benefits to \$850 effective 1/1/87, and Class III lifetime maximum to \$750, effective 1/1/87.

1987-1988

1. Wages: Effective July 1, 1987 - 4.0%
2. Hospitalization insurance for employees retiring after 7/1/87:

- A. Eligibility - 25 years of service and age 50 at time of retirement, or any combination of service and age equaling 75 at time of retirement, as long as the minimum full retirement criteria are met. Medical disability retirement and all other retirements are excluded.

Employees who meet the above requirements and who are re-employed by an employer who provides Blue Cross coverage will not be entitled to the benefit until such time as they are no longer covered.

- B. Benefit level - Equal to the benefit level last held as an active employee. Additional benefits will be at the employee's expense.
- C. Payment level - Hurley Medical Center will provide single coverage up to \$225.00 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$225.00 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion to Medicare not to exceed \$110 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any. The above payment level to be effective 7/1/87 and applicable to employees retiring after 7/1/86, said payment not to be applied retroactively.
3. Optical Upgrade - Maximum amount of \$18.00 for frames increased to \$30.00 effective 7/1/87.
4. Sick and Accident Upgrade to maximum of \$350 per week with option to use up to two (2) sick days per week upon return to work.

HEAD NURSE STAFF COUNCIL

/s/ Magdalene Mitchell
/s/ Linda Bryson
/s/ Phillip Cartwright

HURLEY MEDICAL CENTER

/s/ Booker Brown
/s/ Charley McClendon

**SETTLEMENT AGREEMENT
SEPTEMBER 23, 1988**

1. Two Year Contract (July 1, 1988 to June 30, 1990)
One (1) Year Wage Re-opener: 7/1/89

2. Wages Effective 7/1/88

1st 6 mos	\$14.611
2nd 6 mos	\$15.042
2nd year	\$15.639
3rd year	\$16.291
4th year	\$17.185
5th year	\$17.797
10th year	\$18.250

3. Longevity Bonus

15 - 19 year:	1%
20 & Over:	3%

Payable at time of approval by both parties (no later than first full pay period following final approval by both parties).

4. Comp Time - HMC Proposal acceptable
Civil Service - HMC Proposal acceptable
Sick Day Pay Off - HMC Proposal acceptable
Pop-Up-Option - HMC Proposal acceptable
Personal Day Accrual - HMC Proposal acceptable
Retirement Benefits - HMC Proposal acceptable
Supplemental Life - HMC Proposal acceptable
Sick Day Charge - HMC Proposal acceptable
Emergency Leave - Keep current language

HEAD NURSE STAFF COUNCIL

/s/ Kendall B. Williams
/s/ Phillip Cartwright
/s/ Linda Kay Bryson

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson
/s/ Charley McClendon
/s/ Rick Carter

**SETTLEMENT AGREEMENT
AUGUST 24, 1989**

1. Lump Sum Longevity Increases as follows:

15 Year - Increase from 1% to 4%
20 Year - Increase from 3% to 6%
2. 2% Across-the-Board Increase to base (non-BSN: non-MSN) rates retroactive to 7/1/89.
3. 5th Personal day may be charged to sick or compensation time at employees option (if accruals available).
4. Compensation time language in contract through expiration on 6/30/90.
5. All increases including longevity payments to be paid with the first full payroll period following approval by both parties.

HEAD NURSE STAFF COUNCIL

/s/ Linda Bryson

/s/ Phillip C. Cartwright

/s/ Mary Powell

HURLEY MEDICAL CENTER

/s/ Jay C. Kitson

/s/ Charley McClendon

**SETTLEMENT AGREEMENT
AUGUST 26, 1992**

1. Two year contract expiring June 30, 1994.
2. Economics

Across the board increases as follows:

- o Effective July 1, 1992 4.0%
- o Effective July 1, 1993 2.2%

3. Benefits

Effective upon ratification of the contract:

- o Retiree Health Insurance - The cap of \$225/\$110 per month is raised to \$325/\$140 (for employees who retire after 7/1/92).
- o Life Insurance - Raised from \$39,500 to \$45,000 for full-time employees.
- o A Hearing Aid Rider will be added to the Blue Cross and Blue Shield policies. The rider will provide hearing aid coverage no more than once every three years and will require medical clearance.
- o Dental Insurance - Class I and II annual benefit maximum increased from \$850 to \$1,000. Class III lifetime benefit maximum increased from \$650 to \$1,000.

Effective July 1, 1993, the sick and accident program weekly maximum benefit will be increased from \$350 to \$500.

4. All tentative agreements to date.

FOR THE UNION

/s/ Mary Powell

/s/ Donna Fonger

FOR THE MEDICAL CENTER

/s/ Jay Kitson

/s/ Charley McClendon

/s/ Sam Blevins

/s/ Sue Wright

**SETTLEMENT AGREEMENT
WITH
HURLEY MEDICAL CENTER
AND
HURLEY MEDICAL CENTER NURSE MANAGER ORGANIZATION
January 13, 1995**

1. Two (2) year contract expiring June 30, 1996.
2. Across-the-board retroactive wage increase as follows:

July 1, 1994	-	3.0%
January 16, 1995	-	2.0%
July 1, 1995	-	2.0%
3. Article 21 J - The Nurse Manager may return to a previously held classification providing that a vacancy exists in that classification. Said member may elect to return to a vacancy for which no other groups' member(s) have contractual or other rights. The Nurse Manager may elect to be placed in a vacancy for which they qualify. If this should occur, the then former member shall receive seniority credits and benefits as determined by the new classifications, union contract or handbook, whichever is applicable.
4. Article 21 I 2 - Management's proposal, see attachment
5. Article 21 I 3 - Add the following as new second sentence: A vacancy is defined as a position which is declared as vacant by the Medical Center.
6. Voluntary Retirement Incentive Program as offered in 1992 (see attachments, dates revised as required.) Window period for opting for/selecting the incentive program shall begin 90 days after ratification by both parties and end 120 days after said ratification.
7. Article 28 - Permanent Unit Closing/Consolidation
See attachment
8. Full time members may choose one of the following healthcare choices effective 60 days from the first of the month following ratification.
 - a. Blue Cross PPO with ER rider. This is the standard option and will require employee monthly premiums as follows:

Ward Coverage	- \$0 for single coverage, \$0 for couple coverage, and \$0 for family coverage.
Semi-Private Coverage	- \$2.81 for single coverage, \$6.05 for couple coverage, and \$6.76 for family coverage.

- b. Blue Cross Traditional with ER rider. Employee pays monthly premiums as follows: Ward - \$17.42 for single coverage, \$36.22 for couple coverage and \$40.92 for family coverage. Semi-private - \$17.63 for single coverage, \$36.76 for couple coverage, and \$41.41 for family coverage.
 - c. HealthPlus - Employee pays the difference between the cost of this option and Blue Cross PPO (ward coverage.)
 - d. Blue Care Network - Employee pays the difference between the cost of this option and Blue Cross PPO (ward coverage.)
 - e. Hospital Discount Program - As currently exists.
 - f. Employees will pay for insurance through payroll deduction. If earnings are insufficient to cover premiums, the shortage will go into arrears. The Medical Center may then bill the employee. If payment is not made by the due date of the bill, the insurance will be canceled, and the insurance cannot be re-purchased until the next open enrollment period.
9. The Medical Center will pursue the necessary approvals (IRS Section 125) to offer to buy back Healthcare Insurance (effective January 1, 1996), from employees who do not choose to enroll in a hospitalization program offered by the Medical Center. Employees will receive \$45.00 per pay period taxable income in exchange for choosing no healthcare coverage. Changes in healthcare coverage (such as re-enrollments) will be allowed based on changes in family status (such as marriage, death, birth, divorce, etc.), per IRS Section 125 regulations.
10. Effective February 1, 1995, and subject to final approval by the Federal Government, employee pension contributions will be paid in pre-tax dollars.
11. All previously TA'd items.
12. The Medical Center may change the payroll periods to end on Saturday. Those adversely affected on the day of transition (first Sunday of the change) may use any accumulated benefit day to ensure a full check. Any disagreement may be taken up through the normal grievance procedure.
13. Article 13 Salaries - Paragraph A. Change last sentence to read: The salary schedule is based upon eighty (80) hours in a pay period.
14. Elimination of OT/Comp., with the following changes. Add 8.0% to base rate effective upon date of ratification. Current compensatory time shall be paid or scheduled/used by July 1, 1995. Said compensatory time shall be paid at the pay

rate in effect prior to ratification. The current letter of understanding re: Scheduling/Overtime Guidelines for Nurse Managers will be modified to retain sections III, IV, and VI. For all intents and purposes, Nurse Managers shall be considered salaried employees under the Fair Labor Standards Act. (Delete all provisions regarding compensatory time and overtime/premium pay from contract.

15. Increase tuition reimbursement to \$1,800.00 per two year period, effective January 1, 1995.

Philip Cartwright

Charley McClendon

Meegan Ellis

Sue Wright

Mildred Evans

Sam W. Blevins

.....

Brenda Hardy

**LETTER OF UNDERSTANDING
BETWEEN
HURLEY MEDICAL CENTER
AND
NURSE MANAGER'S ORGANIZATION**

REGARDING: CLERICAL SUPPORT

In the spirit of cooperation, the parties listed below have reached the following agreements regarding:

1. The Medical Center will schedule each Nurse Manager with clerical support of a minimum of eight (8) hours per week.
2. Additional hours of clerical support above the minimum eight (8) hours will be scheduled as needed and as mutually agreed upon by the Nurse Manager and the Nursing Financial and Operations Manager.
3. Any disagreement that arises under this Letter of Understanding will be the subject of a Special Conference between the parties.
4. Should the Medical Center experience unforeseen financial difficulties which impacts its ability to the agreed upon minimum scheduled hours of clerical support, the Medical Center reserves the right to modify the agreement through the Special Conference procedure.
5. This agreement expires June 30, 1998.

The items listed above constitute the full agreement between the parties and there are no additional understandings between the parties on this matter which are not included in this Letter of Agreement.

<u>Mildred Evans, President</u>	<u>04/29/97</u>	<u>Jay C. Kitson</u>	<u>04/29/97</u>
<u>Cynthia Jones</u>	<u>04/29/97</u>	<u>Charley McClendon</u>	<u>04/29/97</u>
<u>Mary Lyn Wilson</u>	<u>04/29/97</u>	<u>Lisa D. Smith</u>	<u>04/29/97</u>
<u>Philip Cartwright</u>	<u>04/29/97</u>	_____	_____

**SETTLEMENT AGREEMENT
BETWEEN
HURLEY MEDICAL CENTER
AND
NURSE MANAGER ORGANIZATION**

April 29, 1997

1. Two year contract July 1, 1996, through June 30, 1998.
2. 1% salary increase effective July 1, 1996.
3. 3% salary increase effective July 1, 1997.
4. Nurse Managers will receive compensatory time accumulation for hours worked over 40 hours in a week at the rate of one (1) hour for each one (1) hour or its equivalent worked. The conditions are as follows:
 - A. The maximum amount of compensatory time that can be accumulated at one time is two hundred and forty (240) hours
 - B. Compensatory time off shall be scheduled through mutual agreement between the Nurse Manager and his/her appropriate supervisor, prior to the nurse manager taking the day(s) off.
 - C. Should the request for compensatory time off be denied, the Nurse Manager, she/he shall be paid for the hours requested that were denied.
 - D. Compensatory time shall be counted as hours worked in the week in which it is given/paid
 - E. Upon leaving the bargaining unit, or upon termination of the Nurse Manager's employment status with the Medical Center, the nurse shall be paid for accrued compensatory time at the employee's then current rate of pay.
 - F. No more than two (2) compensatory days (per employee) may be granted per payroll period.
5. Health Care for non-hospital usage will be at \$500.00, effective 01/01/98.
6. M-Care offered as an additional hospitalization insurance coverage, i.e., as Hurley PHO, effective 01/01/98.
7. Retirees may have the option to select traditional B.C. or PPO, HMO, or M-Care through open enrollment.
8. Increase glass frames to \$50.00, cost to be deducted from the wage increase, effective 07/01/97.
9. Article 17 - Nurse Managers may use two (2) sick days per week or two (2) vacation days if there are no sick days available to supplement her pay during sick leave covered by S&A benefits. Leave forms must be submitted at the time.
10. A mileage allowance consistent with the standard practice of the Medical Center shall be paid to members using their own automobiles for Medical Center related obligations, effective upon ratification.

11. Increase the insurance to cover mammography and pap smears for Blue Cross PPO and traditional policies; cost to be deducted from the wage increase, effective 01/01/98.
12. Hurley Medical Center will make available at least 13 Nursing CEU's (contact hours) per year.
13. Paragraph addition to Article 21-J - This will become the fifth paragraph: A Nurse Manager or Nurse Case Manager II who has been selected to fill a new position under these provisions will be given a trial period in the new position. The trial period will start with the first day in the new position and end two (2) weeks after receipt of the first performance evaluation in the new position (probationary or special). During the trial period, the Nurse Manager or Nurse Case Manager II who accepted the new position may elect to return to their previous position as a Nurse Manager or Nurse Case Manager II. The right to return to a previous position under this paragraph, however, does not abridge Management's right of assignment based on the needs of the Medical Center.
14. The Medical Center agrees that the following units, as well as any new inpatient care units owned and operated by Hurley Medical Center will be under the management of a Nurse Manager: (this item applies to Nurse Managers only.)
1E, 2E-Peds, 2E-PICU, 2APG, Labor & Delivery, 2C/2D, OR/RR, Same day Surgery/IV Team, ICU, PCU, CCU, PCU, BU, Ortho/trauma, Neuro/trauma, Rehabilitation, 7IM, 7FP, 9E-Oncology/Chemo Clinic, 9W, RDC, Park Plaza
15. See attached Letter of Understanding - Re: Clerical Support (applied to Nurse Managers only)
16. All references to Nurse Managers includes Nurse Case Managers II's, unless specifically noted.
17. All previous Tentative Agreements remain as is.

<u>Millie Evans</u>	<u>04/20/97</u>	<u>Jay C. Kitson</u>	<u>04/29/97</u>
<u>Cynthia Jones</u>	<u>04/29/97</u>	<u>Charley McClendon</u>	<u>04/29/97</u>
<u>Mary Lyn Wilson</u>	<u>04/29/97</u>	<u>Lisa D. Smith</u>	<u>04/29/97</u>
<u>Phillip Cartwright</u>	<u>04/20/97</u>		

**HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
BETWEEN
HMCNM/CMO AND HURLEY MEDICAL CENTER**

1. Three (3) year contract effective July 1, 1998, through June 30, 2001.
2. Wages:
 - a. Retroactive to July 1, 1998, 3.0% across the board increase
 - b. Retroactive to January 1, 1999, 1.0% across the board increase
 - c. Effective July 1, 1999, 3.0% across the board increase
 - d. Effective July 1, 2000, 3.0% across the board increase
3. Article 20 F. Retirement - Add the following: Management may implement an optional defined contribution pension program for new employees hired after ratification of the contract. Employees who choose this program will not be allowed to participate in either of the current City of Flint Retirement Programs, i.e., (Contributory or Non Contributory.) For the new defined contribution program, the Medical Center will contribute 4.5%. Vesting will be in five years and employee contributions will be determined by the parties considering applicable laws. The remainder of the program to be developed by the parties including the possibility of other members opting into the new system.
4. Clerical support for each of four (4) current complexes of Nurse Managers will be provided.
5. A special conference will be scheduled within 60 days of ratification by both parties to discuss the configuration of multiple units.
6. A special conference will be scheduled within 60 days of ratification by both parties to discuss the management of overflow units.
7. Same AFLAC agreement as between Hurley Medical Center and the RN & RPh's of Hurley Medical Center.
8. Accrued leave, exclusive of personal days, may be requested and if granted, taken in two (2) hour increments.
9. If a nurse manager is required to work in the capacity of a staff nurse, i.e., (take a patient care assignment, based on his/her level of competency in the provision of safe patient care) due to a critical staffing shortage, the Nurse Manager will be given

the option of working in the R.N. capacity during his/her normal schedule while maintaining the Nurse Manager classification.

It is recognized that a required patient care assignment may impact the Nurse Manager's ability to perform his/her required managerial responsibilities and will be taken into consideration before any disciplinary action is assessed.

/s/ Mildred Evans 4/30/99

/s/ Jay C. Kitson 4/30/99

/s/ Philip Cartwright 4/30/99

/s/ Charley McClendon 4/30/99

/s/

/s/ Sue Wright 4/30/99

/s/

/s/ Melany Gavulic 4/30/99

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
 NURSE MANAGER ORGANIZATION
 EFFECTIVE 7/01/98

1.03

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR	6YR	10YR+
NURSE MANAGER	22.0798	22.7319	23.6343	24.6198	25.9721	26.8967	27.4321	28.1325
W/BSN (+.330)	22.4098	23.0619	23.9643	24.9498	26.3021	27.2267	27.7621	28.4625
W/MSN (+.330)	22.7398	23.3919	24.2943	25.2798	26.6321	27.5567	28.0921	28.7925
NURSE CASE MANAGER II W/BSN	21.3115	21.9312	22.7883	23.7245	25.0091	25.8876	26.3963	27.0617
NURSE CASE MANAGER II W/MSN	21.6472	22.2670	23.1240	24.0602	25.3449	26.2234	26.7320	27.3975

3% EFFECTIVE 7/1/98

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
 NURSE MANAGER ORGANIZATION
 EFFECTIVE 1/01/99

1.01

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR	6YR	10YR+
NURSE MANAGER	22.3006	22.9592	23.8706	24.8660	26.2318	27.1657	27.7064	28.4138
W/BSN (+.330)	22.6306	23.2892	24.2006	25.1960	26.5618	27.4957	28.0364	28.7438
W/MSN (+.330)	22.9606	23.6192	24.5306	25.5260	26.8918	27.8257	28.3664	29.0738
NURSE CASE MANAGER II W/BSN	21.5246	22.1505	23.0162	23.9617	25.2592	26.1465	26.6603	27.3323
NURSE CASE MANAGER II W/MSN	21.8637	22.4897	23.3552	24.3008	25.5983	26.4856	26.9993	27.6715

1% EFFECTIVE 1/1/99

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE
 NURSE MANAGER ORGANIZATION
 EFFECTIVE 7/01/99

1.03

	1/6MOS	2/6MOS	2YR	3YR	4YR	5YR	6YR	10YR+
NURSE MANAGER	22.9696	23.6480	24.5867	25.6120	27.0188	27.9807	28.5376	29.2662
W/BSN (+.330)	23.2996	23.9780	24.9167	25.9420	27.3488	28.3107	28.8676	29.5962
W/MSN (+.330)	23.6296	24.3080	25.2467	26.2720	27.6788	28.6407	29.1976	29.9262
NURSE CASE MANAGER II W/BSN	22.1703	22.8150	23.7067	24.6806	26.0170	26.9309	26.4301	28.1523
NURSE CASE MANAGER II W/MSN	22.5196	23.1644	24.0559	25.0298	26.3662	27.2802	27.8093	28.5016

3% EFFECTIVE 7/1/99