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AGREEMENT
between
HURLEY MEDICAL CENTER
and
SENIOR INSTRUCTORS
FACULTY STAFF COUNCIL

July 1, 1986 - June 30, 1988

Flint, Hurley Medical Center

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement	1
I.	Purpose and Intent	1
II.	Recognition	1
III.	Association Membership and Security	2
IV.	Payroll Deduction for Association Dues	2
V.	Management Rights and Responsibility	3
VI.	Employee Representation	4
VII.	Negotiation Procedure	4
VIII.	Special Conferences	5
IX.	Grievance Procedure	6
X.	Maintenance of Discipline	8
XI.	Role of the Faculty.....	9
XII.	Salaries.....	10
XIII.	Health Program.....	11
XIV.	Leaves of Absence	11
XV.	Worker's Compensation and Supplement Pay	16
XVI.	Jury Duty Pay Supplement, Court Time	16
XVII.	Insurance Program	17
XVIII.	Promotions and Evaluations.....	19
XIX.	Educational Courses	19
XX.	Professional Meetings.....	20
XXI.	Termination of Employment	20
XXII.	Other Conditions.....	21
XXIII.	Savings Clause.....	23
XXIV.	Seniority.....	23
XXV.	Teaching Load	24
XXVI.	School Year	24
XXVII.	Term of Agreement	25
	Schedule C	26
	Schedule D	28
	Settlement Agreement.....	30
	Salary Schedule	31

AGREEMENT

This Agreement, entered into this 1st day of July, 1986, by and between HURLEY MEDICAL CENTER, a Department of the City of Flint, Michigan, hereinafter referred to as the "Employer" or the "Medical Center," and THE MICHIGAN NURSES ASSOCIATION, or the "Association," 120 Spartan Avenue, East Lansing, Michigan, 48823, and its affiliate, the SENIOR INSTRUCTORS FACULTY STAFF COUNCIL.

ARTICLE I. PURPOSE AND INTENT

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

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

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

ARTICLE II. RECOGNITION

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

ARTICLE III. ASSOCIATION MEMBERSHIP AND SECURITY

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

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

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

ARTICLE IV. PAYROLL DEDUCTION FOR ASSOCIATION DUES

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

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

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

adjustment upon the Association providing thirty (30) days notice of such change.

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

ARTICLE V. MANAGEMENT RIGHTS AND RESPONSIBILITY

A. The 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.

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.

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

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

ARTICLE VI. EMPLOYEE REPRESENTATION

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

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

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

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

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

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

ARTICLE VII. NEGOTIATION PROCEDURE

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

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

C. In any contract negotiations, neither party shall have any control over

the selection of the negotiation representatives of the other party and each party may select its representatives from within or outside the City. It is recognized that no final agreement between the parties may be executed without ratification of the Hospital Board of Managers as to both non-economic and economic matters and also by a majority vote of the members of the Hurley Hospital Faculty Staff Council with the approval of the Michigan Nurses Association.

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

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

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

ARTICLE VIII. SPECIAL CONFERENCES

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

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

C. Staff Council representatives, if scheduled to work at the time of a

Special Conference, shall be granted leave with pay for the purpose of participating in the Special Conference. Association representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the Special Conference.

ARTICLE IX. GRIEVANCE PROCEDURE

A. Statement of Purpose

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

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

B. Definitions

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

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

C. Steps in the Grievance Procedure

Step One (1):

The aggrieved nurse shall, within fifteen (15) calendar days of the occurrence of the event forming the basis for the grievance, or within fifteen (15) calendar days after the grievant(s) obtained actual knowledge or could reasonably have obtained knowledge of said event, discuss the matter and submit the grievance in writing to the immediate supervisor, as herein defined, either individually or with a PR & R Committee Representative attempting to resolve the matter informally. The immediate supervisor will respond in writing within five (5) calendar days of the First step meeting with copies to the PR & R

Representative, the grievant and the Director of the Medical Center.

Step Two (2)

If the grievance is not resolved by the immediate supervisor, it will be submitted in writing to the Director of the Nursing School within fifteen (15) calendar days. The grievant(s) and the PR & R Representative shall meet with the Director of the Nursing School. The Director shall submit her answer in writing on the grievance form and return it to the grievant(s) within three (3) days after the meeting.

Step Three (3):

If the grievance is not resolved at Step Two (2), the Chairman of the PR & R Committee or her representative may submit the grievance to the Director of the Medical Center. A meeting between the PR & R Committee and representatives of the Association and the Medical Center Director and/or his representative will be arranged to discuss the grievance within seven (7) days from the date the grievance is filed with the Medical Center Director. The Medical Center Director or his designated representative shall submit his written answer to the Chairman of the PR & R Committee within seven (7) days following the meeting.

Step Four (4): Arbitration:

The sole and exclusive manner for appeal of any grievance except those involving suspension, discharge, or reclassification which is unresolved at Step Three (3) of the grievance procedure or the appropriate procedure shall be arbitration, if the case is of the type an arbitrator is empowered to rule. Arbitration shall be invoked by written notice of the Employer or Association within thirty (30) consecutive days after the grievance is answered at the third step.

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

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

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

(d) The Arbitrator shall limit his decision strictly to the interpretation,

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

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

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

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

ARTICLE X. MAINTENANCE OF DISCIPLINE

A. Each faculty member will abide by such rules of professional conduct which will facilitate smooth operations. Wage increases or decreases shall be addressed solely through contract negotiations/bargaining.

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

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

D. Existing rules in conflict with this Agreement shall be modified to conform to it by mutual agreement of the parties. When either party believes an existing rule conflicts with this Agreement or when the Association believes that the application of an existing rule is unreasonable or arbitrary, the question of changing the rule shall be subject for discussion under the provisions of Article VIII, Special Conferences, prior to its becoming an appropriate subject for the grievance procedure.

E. As adequate procedures provide for the equitable settlement of

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

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

ARTICLE XI. ROLE OF THE FACULTY

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

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

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

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

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

F. The Medical Center accepts the code for Nurses and interpretive

statements and will support the Senior Instructor in her compliance with the code. The code is outlined as follows:

1. The nurse provides services with respect for the dignity of man, unrestricted by considerations of nationality, race, creed, color or status.
2. The nurse safeguards the individual's right to privacy by judiciously protecting information of a confidential nature, sharing only that information relevant to his care.
3. The nurse maintains individual competence in nursing practice, recognizing and accepting responsibility for individual actions and judgments.
4. The nurse acts to safeguard the patient when his care and safety are affected by incompetent, unethical or illegal conduct of any person.
5. The nurse uses individual competence as a criterion in accepting delegated responsibilities and assigning nursing activities to others.
6. The nurse participates in research activities when assured that the rights of individual subjects are protected.
7. The nurse participates in the efforts of the profession to define and upgrade standards of nursing practice and education.
8. The nurse, acting through the professional organization, participates in establishing and maintaining conditions of employment conducive to high-quality nursing care.
9. The nurse works with members of health professions and other citizens in promoting efforts to meet health needs of the public.
10. The nurse refuses to give or imply endorsement to advertising, promotion or sales for commercial products, services or enterprises.

ARTICLE XII. SALARIES

A. The parties agree that the salary schedule for faculty members in this bargaining unit shall be set forth in the pay plan as outlined herein and made a part of this Agreement. Wage increases or decreases shall be addressed solely through contract negotiations/bargaining.

B. After January 1, 1977, any Senior Instructor enrolling in a Master's program at an accredited educational institution in the field of Nursing or in a field in which the Director of the School of Nursing feels would aid her in the practice and performance of her services, and therefore approves, will be entitled to receive the pay differential.

ARTICLE XIII. HEALTH PROGRAM

A. Physical Examinations

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

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

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

3. Senior Instructors in all areas may receive large chest x-rays and T.B. screening tests on an annual basis. In every case, the x-ray and T.B. screening test shall be provided by the Medical Center.

B. Immunizations

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

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

C. Illness on Duty

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

ARTICLE XIV. LEAVES OF ABSENCE

A. Sick Leave

1. All regular, full-time employees shall accrue one day of "sick

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

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

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

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

5. If for any reason the Hurley Medical Center's School of Nursing is closed, Senior Faculty Instructors shall retain all prior fiscal years' sick day accrual. The then current fiscal years' accrual shall be credited according to the applicable groups sick day accrual. However, no employee shall be credited with a negative balance.

6. Any employee who retires 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.

A named beneficiary or dependent survivor, as defined by the IRS, of an employee whose death is duty or non-duty related, shall be paid in cash for each day of unused or accumulated sick leave. A living spouse will automatically be determined a bona fide dependent. No payment against unused, accumulated sick leave shall be made if death is determined, by a medical examiner, to have been caused by suicide.

7. Extended Illness Leave

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

B. Personal Leaves of Absence

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

(a) When a personal leave under this provision is granted for a period of not more than one semester, the individual shall be entitled at the termination of such leave to be re-employed at the beginning of the next school semester, in the same classification she/he held at the time the leave was granted. Seniority and longevity shall be retained and accumulative during this period of leave. Sick leave shall be retained but not accumulated during this period of leave.

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

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

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

C. Emergency and Bereavement Leave

Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death in the employee's immediate family or for any other situation considered an emergency by the employee's department head who shall allow the application for the leave in accordance with this paragraph. Immediate family shall be defined to include: parents, step-parents, grandparents, grandchildren, husband, wife, children, step-children, brother, sister, step-brother, step-sister, or in-laws in the same relationship or other relatives living in the employee's home. Employees shall also be granted

leave with pay up to one-half (½) 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.

Reasonable travel time will be granted to those individuals who must travel in excess of 300 total miles to attend a funeral of any immediate family member. One (1) paid day shall be granted for a minimum of each 300 miles traveled. However, under no circumstances shall such time exceed two (2) paid days.

D. Maternity Leave

1. When an employee becomes disabled due to pregnancy, they will be eligible for a leave of absence under the Sick Leave provisions of the contract.

2. Leave of absence for an adoption shall be governed under the provisions of the Personal Leave of Absence section of this contract.

E. Military Service Leave

Application for military service leave of absence shall be made to the Medical Center in writing as soon as the faculty member is notified of her acceptance in military service and in any event not less than two (2) weeks prior to her departure. A Senior Instructor on military service leave shall retain any unused sick leave accrual, and her rights under such leaves shall be governed by applicable federal and state statutes and court decisions.

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

F. Educational Leave

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

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

G. Association Business Leave

1. A Senior Instructor who is selected or elected by the Association for official association business that will require absence from work shall be granted a leave of absence without pay and without loss of status for the duration of the assignment. She shall retain her seniority and all other rights of accrued longevity, vacation time and sick leave.

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

H. Personal Leave Days

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

2. Sick leave with pay of up to three (3) days per fiscal year may be utilized by the faculty member for personal business use, upon reasonable notice to her department, provided she has sick leave accumulation of at least six (6) days.

I. Administrative Leave

Administrative leave with pay for attendance at job related meetings or activities may be granted of Senior Instructors with the approval of the departmental director.

ARTICLE XV. WORKER'S COMPENSATION AND SUPPLEMENTAL PAY

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

B. A Senior Instructor who is injured and draws Worker's Compensation as a result of her employment by the Medical Center will receive from the Medical Center a supplemental payment equal to the difference between the weekly Worker's Compensation received and her normal take-home pay. These supplementary payments will be made bi-weekly for time actually lost for a period not to exceed twenty-six (26) weeks. Supplementary payments for time lost in excess of twenty-six (26) weeks may be paid by the Medical Center solely at the discretion of the Medical Center's Director.

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

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

ARTICLE XVI. JURY DUTY PAY SUPPLEMENT, COURT TIME

A. Jury Duty Pay Supplement

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

2. If a Senior Instructor 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 pay check upon her presentation to the Personnel Office of a written statement of her jury duty earnings from the proper Court Official.

B. Court Time

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

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

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

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

ARTICLE XVII. INSURANCE PROGRAM

A. Hospital, Medical and Surgical Insurance

The Medical Center will provide, without charge, to each Senior Instructor and their family, medical and surgical insurance coverage at the same or comparable level as outlined in the comprehensive group, hospital preferred benefits, MVF-1, including Master Medical Coverage, Option 4 (effective July 1, 1981), or semi-private coverage with a two dollar (\$2.00) co-pay prescription rider. This option must be exercised within thirty (30) days of the employee's date of hire or during the enrollment period of April/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.

In the event that the GLS area becomes serviced by a group medical practice plan (or individual practice association), the Medical Center will make arrangements to provide annually such employees to enroll for health coverage through the carrier providing such coverage, subject to the availability and the enrollment requirements of such optional plan.

B. Discount Policy

Senior Instructors who do not elect medical and surgical insurance coverage shall receive the Medical Center 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 insurance coverage described above. A similar discount for outpatient services shall be limited to not more than fifty percent (50%) of the total charge.

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

2. Employees requesting a discount for outpatient service, other than emergency service, should obtain a Discount Certificate from the Personnel Office prior to obtaining the service. It shall be the responsibility of the

Personnel Office to check the Admission Sheet (including In and 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 hospital service.

C. Life Insurance

The Medical Center shall provide each full-time Senior Instructor who has completed six (6) months service life insurance and dismemberment coverage in the amount of fifteen thousand dollars (\$15,000) and double indemnity coverage in this amount in the event of accidental death.

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

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

D. Liability Coverage

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

E. Retirement Program

Senior Instructors in this bargaining unit shall be participants in the Retirement Program of the City of Flint as established by the City Charter and Ordinances. The retirement benefit will be voluntary retirement after twenty-five (25) years of service or age fifty-five (55) with ten (10) years of service. The factor will be a two percent (2%) multiplier for the first twenty-five (25) years of service and one percent (1%) for each year of service thereafter.

F. Dental Plan

Each full time employee, upon completion of six (6) months of service, shall be eligible for dental insurance coverage provided by Hurley Medical Center as follows: 50/50 co-pay for Class I benefits - basic dental service (100/90% co-payment effective 7-1-81); 50/50 co-payment for Class II benefits - prosthodontic dental services, and 50/50 co-payment for Class III benefits - orthodontic dental services.

G. Vision 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, contact lenses (regular frame and lenses allowance), and frames: Once during any period of 12 consecutive months for children under age 18; once during any period of 24 consecutive months for adults (18 and over). The limitations 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.

ARTICLE XVIII. PROMOTIONS AND EVALUATIONS

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

B. Whenever a vacancy exists, or a newly created position is about to be established, a notice of the vacancy or newly created position will be posted on the Faculty and Medical Center's bulletin boards for a period of not less than ten (10) working days. Any faculty member qualified for the position may file a written request with the Personnel Office. The most qualified applicant shall be appointed to the vacancy or newly created position. However, when two or more instructors are equally qualified, the instructor with the most seniority shall be moved into the new or vacant position.

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

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

ARTICLE XIX. EDUCATIONAL COURSES

A. If a Senior Instructor desires to enroll in one (1) or more courses in an accredited educational institution in the field of nursing or in courses which the Director of the School of Nursing and the Hospital Administrator agree would aid

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

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

C. Upon proof of satisfactory completion of the course or courses and the amount expended for tuition, books and supplies, the faculty member shall be reimbursed for such expenses up to \$1,200.00 per two (2) fiscal years period; provided that the faculty member agrees in writing to remain an employee for a period of 24 months following exhaustion of the \$1,200.00 limit, and likewise agrees that if he or she leaves the Medical Center's employment before the twenty-four (24) month period has expired, she will repay the educational course reimbursement to the extent of one-twenty-fourth (1/24) of such sum for each month short of meeting the twenty-four (24) month requirement.

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

ARTICLE XX. PROFESSIONAL MEETINGS

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

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

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

ARTICLE XXI. TERMINATION OF EMPLOYMENT

A. Senior Instructors on faculty at the School of Nursing shall give written

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

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

ARTICLE XXII. OTHER CONDITIONS

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

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

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

4. A mileage allowance consistent with Hurley Medical Center's Standard Practice will be paid by the Medical Center to Senior Instructors using their own automobile for assigned Medical Center duties.

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

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

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

8. Inclement Weather Agreement (attached).

HURLEY MEDICAL CENTER
INCLEMENT WEATHER AGREEMENT

between

SENIOR STAFF FACULTY, MNA and HURLEY MEDICAL CENTER

The undersigned parties acknowledge and agree to amend the collective bargaining agreement between the parties as it pertains to Article XXII, paragraph 8, Inclement Weather:

If a snow emergency exists, the following will apply:

- a. The Director of the School of Nursing will determine if the weather condition is such that it warrants closing the school.
- b. Closing of the school will be considered official when it is announced over local radio and television stations.
- c. At this time, instructors need not report for work; however, in order to receive the regular rate of pay, all missed class or clinical time must be made up.
- d. In the event the school is not closed and an instructor is unable to come to work, the instructor may choose to use a personal leave day or take a day without pay.
- e. If an instructor does not hear the announcement regarding closing of the school and reports for work, he/she at their option may return home or may be allowed to work up to 4 hours. The instructor will be allowed to take an equal amount of time off in lieu of payment for such hours worked. Comp time is to be taken during the school year in which the inclement weather either occurs and/or at a time that is convenient for the School of Nursing and the instructor.

This language change will supercede what is contained in the present contract and will become effective February 1, 1983.

SR. STAFF FACULTY/MNA

HURLEY MEDICAL CENTER

Mary Lou Devlin

/s/

David R. Barton

1/28/83

/s/

Georgina E. Davidek /s/

Dated: Feb. 3, 1983

ARTICLE XXIII. SAVINGS CLAUSE

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

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

ARTICLE XXIV. SENIORITY

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

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

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

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

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

E. If there is a lack of work or other justifiable reason for layoff, layoffs within classification and department shall be made in reverse order of total accrued seniority unless an employee with more seniority is not qualified for a position held by an employee with less seniority. Recalls shall be made in order of total accrued seniority within classification and department unless an employee is not qualified to fill an open position. Names of employees who are laid off shall be placed on a re-call list for the appropriate classification and department. Names shall remain on the appropriate list for the amount of their seniority or a

maximum of two (2) years from the effective date of the layoff. No new employees may be hired if a recall list exists for the classification. Employees on layoff from one department will be referred for vacancies for which they possess basic requirements in other departments. Such employees will be given a reasonable period of time (usually six (6) months) for on-the-job training and development of specific skills and/or knowledge. If such employees are available for referral, no new applicant shall be employed from outside the Medical Center.

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

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

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

H. No Senior Instructor covered by this bargaining unit will be terminated as a result of the closing of the School of Nursing of Hurley Medical Center. Senior Instructors shall be placed in other existing positions at a level at least equivalent to their respective position, if available. If no such positions are available, Senior Instructors will be placed temporarily in other positions, with preference for the first equivalent available position.

Senior Instructor's salary levels shall be determined by the appropriate contract, or if not applicable, at the appropriate rate for that position in accordance with the Senior Instructor's seniority. Their seniority shall be preserved and applicable for qualification for fringe benefits.

ARTICLE XXV. TEACHING LOAD

Language to be submitted later.

ARTICLE XXVI. SCHOOL YEAR

A. The school year for Senior Instructors (1616 hours) shall be from the official opening of the school year (for students) and shall extend to the official

close of the school year for students. However, a Senior Instructor may be required to work up to eight (8) additional days.

B. Work required beyond the school year will be paid at the individual's base hourly rate.

ARTICLE XXVII. TERM OF AGREEMENT

1. This Agreement shall be in effect and become operative on July 1, 1986, and shall continue in operation and effect until June 30, 1988. If either party hereto desires to terminate, modify, or amend this Agreement, it shall at least sixty (60) days prior to June 30, 1988, give notice in writing to the Employer or to the Association, as the case may be, of its intention to modify or terminate this Agreement. In the event that notice is given, such notice shall include the modifications desired; however, such list of modifications shall not preclude the negotiation of other items that may arise during such negotiations. If neither party shall give notice to terminate, change or modify this Agreement as provided, the Agreement shall continue in operation and effect after June 30, 1988, subject to termination or modifications thereafter by either party upon sixty (60) days written notice.

2. The term of this agreement will be for a period of two (2) years commencing July 1, 1986, and expiring June 30, 1988. If during the term of this agreement either party chooses to discuss adjustments in the rate of pay or wages and/or improvements in fringe benefits, it shall give the other party written notice of its desire to negotiate such adjustments. The parties will meet within thirty (30) working days of the receipt of said notice for discussion and the parties will endeavor in good faith to reach an agreement. This right to request a wage reopener is limited to the extent that it can only be exercised one time by each party during the calendar period commencing January 1, 1987, through December 31, 1987; and likewise may only be exercised one time by each party in the calendar period commencing January 1, 1988, through the expiration of the Agreement.

The foregoing however, does not limit either of the parties' right to meet from time to time for the purpose of assessing economic conditions within the community and/or the Medical Center, upon written notice by either party, during the life of this agreement.

SCHEDULE C
WORKLOAD

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

A. Each Sr. Instructor shall have a teaching load consisting of lecture hours, clinical laboratory, classroom laboratory, or special assignment.

B. In computing each Sr. Instructor's teaching load, the following rates are recommended:

Lecture - Weight of 6% per period per week

Clinical - Weight of 4% per period per week

Administrative & Special Assignment - Weight of 4% per pay period
per week

One period = 60 minutes

C. The following can serve as an example of a scheduled teaching load for an Instructor:

Lecture - 4 periods per week	24%
Clinical - 18 periods per week	72%
Special Assignment - 1 period per week	4%

Total	100%
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D. The formula is based on a 100% average teaching load per academic year. It is computed so any teaching load included preparation time for student conferences, committee meetings, etc.

E. Additional duties performed will be included in the regular teaching load as special assignment weight.

F. In the event a Sr. Instructor is scheduled for a teaching load totalling more than 100% of her assigned workload based on an average for the current school year (1,616 hours), she shall be paid for any additional hours worked on the hospital premises at the applicable rate.

G. An employee may, at her/his own request and by written agreement, work schedules consistent with the terms outlined in this agreement other than those outlined above. Such schedules shall be provided to the Association.

Schedule C: Workload (continued)

H. The employees who work the majority of hours on 2nd shift shall be paid 6.5% in addition to their rate of pay, and employees who work a majority of hours on 3rd shift shall be paid 8% in addition to their rate of pay for all hours worked on such shifts.

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

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

K. The normal work day shall be 8 hours in a 24 hour period beginning with the employees regular shift, with a one half hour unpaid lunch period and 2 rest periods of 15 minutes each - 1 in the first half of the shift and the other in the 2nd half of the shift; such rest periods shall not be accumulative. The normal work period of a full time employee shall be 80 hours in a work period of 14 days.

L. An emergency coverage call-in shall be a minimum of 4 paid hours. Unscheduled meetings, or other reasons as required by Management shall be a minimum of 2 paid hours.

M. Full Time Faculty will be required to be on school premises five (5) days a week for a minimum of three (3) hours per day only, for scheduled student contact hours, for scheduled office hours, and for scheduled meetings each week.

1. Scheduled student contact time will include scheduled classroom lectures and clinical experience time.

2. Faculty will provide a minimum of three (3) scheduled office hours per week. Additional times should be available to students by appointment.

SCHEDULE D

Formula for Determining Teaching Loads for Senior Instructors

Full Time

TYPE OF CLASS	LECTURE	CLINICAL	SPECIAL ASSIGNMENT

Periods* per Week			
Equal to 100% Load	16	25	35

Total Periods* Per			
Week Assigned	% Load	% Load	% Load

1	6	4	3
2	13	8	6
3	19	12	9
4	25	16	11

5	31	20	14
6	38	24	17
7	44	28	20
8	50	32	23

9	56	36	26
10	63	40	29
11	69	44	31
12	75	48	34

13	81	52	37
14	88	56	40
15	94	60	43
16	100	64	46

17	106	68	49
18	113	72	51
19	119	76	54
20	125	80	57

Schedule D (continued)

TYPE OF CLASS	SPECIAL LECTURE	CLINICAL	ASSIGNMENT

Periods* per Week			
Equal to 100% Load	16	25	35

Total Periods* Per			
Week Assigned	% Load	% Load	% Load

21	---	84	60
22	---	88	63
23	---	92	66
24	---	96	69

25	---	100	71
26	---	104	74
27	---	108	77
28	---	112	80

29	---	116	83
30	---	120	86
31	---	124	89
32	---	---	91

33	---	---	94
34	---	---	97
35	---	---	100

*One period is considered as 60 minutes.

HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
SENIOR STAFF FACULTY
8/13/86

1. Wages: Effective 7/1/86 4.0%
 Effective 7/1/87 3.75%

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 equalling 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 \$200.00 per month to age 65. If additional dependent coverage is required, the Medical Center will only provide coverage up to the above \$200 per month to age 65. At 65 and over, Hurley Medical Center will pay the complementary portion to Medicare not to exceed \$100 per month. The retiree will be responsible for the difference between Hurley Medical Center's payment and the premium charge, if any.

3. All other previously Tentatively Agreed to items.

4. Contract Expiration: 6/30/88

SENIOR INSTRUCTORS

HURLEY MEDICAL CENTER

Catherine Opdyke /s/ _____
Representative/MNA
Georgina Davidek /s/ _____
Senior Faculty

Charley J. McClendon, Jr. /s/ _____
Booker Brown /s/ _____

Dated 8/13/86

dmp:LRE:007

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE - SENIOR INSTRUCTORS

7/1/86 4%

BASE:	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	10th Year	15th Year	20th Year
H	\$10.826	\$10.915	\$11.023	\$11.209	\$11.404	\$11.653	\$11.905	\$12.162	\$12.368

B.A. + 15 Credit Hours:

H	\$11.120	\$11.205	\$11.314	\$11.500	\$11.694	\$11.942	\$12.197	\$12.453	\$12.658
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Masters Degree:

H	\$11.410	\$11.498	\$11.618	\$11.793	\$11.987	\$12.238	\$12.489	\$12.745	\$12.950
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7/1/86 4%

dmp:LRE:007a