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Extended through 6/30/90

AGREEMENT
between
HURLEY MEDICAL CENTER
SCHOOL OF NURSING
FACULTY
and
HURLEY MEDICAL CENTER

JULY 1, 1986 through JUNE 30, 1988

EXTENDED CONTRACT June 30, 1990
(see revisions last page)

Hurley Medical Center

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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SCHOOL OF NURSING
FACULTY
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JULY 1, 1986 through JUNE 30, 1988

AGREEMENT

This Agreement entered into this 1st day of July 1986, by and between HURLEY MEDICAL CENTER, a department of the City of Flint, hereinafter referred to as the "Employer" or the "Hurley Medical Center" and THE MICHIGAN NURSES ASSOCIATION, or the "Association," 120 Spartan Avenue, East Lansing, Michigan, 48823, and its affiliate, the Hurley Medical Center School of Nursing Faculty Instructors Staff Council.

ARTICLE I. RECOGNITION

The Employer hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Act No. 336 of the Public Acts of 1947, as amended, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other terms and conditions of employment of all School of Nursing Instructors on the teaching faculty at the School of Nursing of Hurley Medical Center, excluding the Director of the School of Nursing, the Associate Director, the Assistant Director, Senior Instructors, and all other employees.

ARTICLE II. 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, dates of hire and wage rate 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 III. 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. 1. 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.

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

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

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

ARTICLE IV. 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, the services to be rendered and the equipment and supplies to be

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

The Medical Center retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act in violation of this agreement. Complaints that the 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 or the handbook, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and after fourteen (14) days advance notice to The 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 shall request a joint conference meeting during the fourteen (14) day period mentioned above and before such rules and regulations are to become effective.

B. The Employer, either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Faculty members because of race, color, national origin, religious affiliation, sex, age, marital status, height, weight, non-disqualifying handicap, membership in or activity on behalf of the Association.

ARTICLE V. EMPLOYEE REPRESENTATION

A. The Professional Rights and Responsibility Committee, hereinafter referred to as the PR & R Committee, composed of three (3) Faculty Members including the Chairperson of the Staff Council, and a representative of the Michigan Nurses Association, shall represent the members of the unit in the grievance procedure. Names of these committee members shall be furnished in writing to the Employer by The Association.

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

C. A representative of the PR & R Committee shall, without loss of time or pay, be permitted to leave work during regular working hours for purposes of investigating and presenting grievances to the Employer, after arrangements have been made with the Director or his/her designee, or Labor Relations Office.

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

E. 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, during working hours, provided that there is no interference with the education program. Arrangements for such meetings shall be made with the Director of the School of Nursing or the Labor Relations Office.

ARTICLE VI. PROFESSIONAL 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 Medical Center's Board of Managers as to both non-economic and economic matters and also by a majority vote of the members of the Hurley Medical Center's School of Nursing 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.

E. When negotiation sessions or meetings with the Employer are scheduled during the regular work schedule of Association members, the Association 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 1974, as amended, may be followed by either party.

ARTICLE VII. SPECIAL CONFERENCES

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

B. Upon request of the Association, or the Director of the Medical Center, the Director of the Medical Center or his designated representatives will meet within ten (10) days at a mutually agreeable time with no more than three (3) representatives of the Association (at least two (2) of whom shall be PR & R members), one (1) of whom shall be chairman and no more than two (2) non-employee representatives of the 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. Agenda must be submitted by requesting party at least twenty-four (24) hours in advance.

C. Association 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 VIII. GRIEVANCE PROCEDURE

A. Statement of Purpose

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

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

confidential as may be appropriate.

B. Definitions

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

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

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

C. Steps in the Grievance Procedure

Step One (1):

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 School of Nursing.

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 One (1), the Chairman of the PR & R Committee or her representative may submit the grievance to the Director of the Medical Center. A meeting between not more than two (2) members of the PR & R Committee, one (1) of whom should be the Chairman, and representatives of the 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's Director. The Medical Center's Director or his designated representative shall submit his written answer to the Chairman of the PR & R Committee within seven (7) days following the meeting. If the Medical Center Director fails to respond to the grievance, the settlement requested shall be implemented.

Step Four (4): Arbitration:

(a) Appeal to the Arbitrator: 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 third step.

(b) 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 strict accordance with the following provisions.

(c) 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.

(d) The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power and authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

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

1. In cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than seven (7) days prior to the date the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or for the Association as the case may be, to know that he or the Association had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of ninety (90) days prior to the date the claim was first filed in writing:

2. In cases based on a violation which is continuing, if the

circumstances of the case made it impossible for the employee, or for the Association as the case may be, to know that he or the Association had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period ninety (90) days prior to the date the claim was first filed in writing.

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

(g) The Arbitrator's decision shall be final and binding on the 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.

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

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

ARTICLE IX. MAINTENANCE OF DISCIPLINE

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

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

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

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

procedure at Step Two (2).

ARTICLE X. ROLE OF THE FACULTY

A. Hurley Medical Center, in providing a School of Nursing to service the community, and the teaching faculty, as a professional group, share their common goal and common responsibility of providing a quality educational program to prepare registered nurses.

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

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

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

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

1. Faculty members have the obligation to attend Nursing Education Organization meetings when required and notified and to actively participate on Medical Center committees as appointed.

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

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

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

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

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

ARTICLE XI. ACADEMIC FREEDOM

A. Academic freedom shall be guaranteed to the instructor, and no special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to the following standards of professional responsibility:

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

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

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

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

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

ARTICLE XII. SALARIES

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

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. Such physical examinations shall include the following laboratory and X-Ray Tests:

- (a) Large Chest X-Ray
- (b) Serological Study
- (c) Urinalysis
- (d) CBC
- (e) Screening T.B. Test
- (f) EKG if desired
- (g) Profile Studies - report provided to individual's own physician upon request of the physician

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

3. Faculty members, upon their request, may receive a large chest x-ray and TB screening test annually, unless previous tests indicate a positive reaction, in which case the test will be conducted in not less than six (6) month intervals. In every case, the x-ray and TB screening test shall be given 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 Immunization
- (c) Rubella
- (d) Hepatitis

(e) Others, as required by medical indications

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

C. Illness on Duty

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

ARTICLE XIV. 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 Faculty member who is injured and draws Worker's Compensation as a result of her employment by Hurley Medical Center receives 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 of not more than twenty-six (26) weeks during a twelve (12) month period following the date of the original injury. 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 XV. JURY DUTY PAY SUPPLEMENT, COURT TIME

A. Jury Duty Pay Supplement

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

2. If a Faculty member serves on jury duty during days when she would normally be scheduled to work, the Medical Center will provide a jury duty pay supplement to make up the difference between the jury duty earnings and her normal weekly check upon her presentation to the Personnel Office a written statement of her jury duty earnings from the proper court official.

B. Court Time

1. If a Faculty member 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.

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

ARTICLE XVI. INSURANCE PROGRAMS

A. Hospital, Medical and Surgical Insurance

The Medical Center will provide without charge to each faculty member and her family the option to participate in the 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 5/1/83), 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 an option for such an employee to enroll for health care coverage through the carrier providing such coverage, subject to the availability and enrollment

requirements of such optional plans. (Eligibility - Employees regularly working thirty (30) hours or more per week).

B. Discount Policy

Faculty members who do not elect medical and surgical insurance 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 medical/surgical MVF 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 serum, 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-out patient) 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 Faculty member who has completed six (6) months service, life insurance and dismemberment coverage in the amount of not less than ten thousand (\$10,000) dollars and double indemnity coverage in this amount in the event of accidental death.

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

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

D. Liability Coverage

The Medical Center shall provide liability coverage for all Faculty

members who may be subject to liability claims for incidents arising out of their employment of at least one million (\$1,000,000) dollars per incident.

E. Retirement Program

Faculty members in this bargaining unit shall be participants in the Retirement Program with the City of Flint as established by the City Charter, Ordinance #1949, as amended. The benefits under this program shall be the two (2%) percent multiplier for the first twenty-five (25) years and one (1%) percent for each year thereafter, retirement at any age with twenty-five (25) years of service, or retirement at age fifty-five (55) with ten (10) years of service. All accumulated sick days shall be paid off upon retirement; however, this terminal pay will be excluded from the computation of the employee's final average compensation.

F. Dental Plan

Each full-time employee, upon completion of six (6) months of service and regularly working thirty (30) hours or more per week, shall be eligible for dental insurance coverage provided by Hurley Medical Center as follows: 100% treatment cost for preventive diagnostic (except radiographs) and emergency palliative (Class I) services and 90% of the balance of Class I services; 50% of the treatment costs paid by the program on Class II benefits with a \$750 maximum per person per contract year on Class I and II benefits; 50% of treatment cost paid by the program on Class III (orthodontic) benefits, with a \$650 lifetime maximum.

G. Optical Plan

Effective 5/1/83, 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 (\$30 maximum). 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 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. (Eligibility - Employees regularly working thirty (30) hours or more per week upon completion of six (6) months of service).

Forms are available at the Personnel Office, Insurance Section.

ARTICLE XVII. EDUCATIONAL COURSES

A. If a Faculty member desires to enroll in one (1) or more courses in an accredited educational institution in courses which the Director of the School of Nursing and the Medical Center Administrator agree would aid her in her practice and performance of her services and will contribute to her professional growth, she may submit, in advance to her commencing such course or courses, a letter of application to the Director for reimbursement of costs of her tuition, books, and supplies.

B. The letter of application shall list the course or courses to be taken by title and course number, along with a short description of the course content, 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 fourteen hundred (\$1,400) dollars per two year period, provided the Faculty member agrees in writing to remain an employee for a period of six (6) months following completion of the course, and likewise agrees that if she leaves the Hospital's employment before the six (6) month period, she will repay the educational course reimbursement to the extent of one-sixth (1/6th) of such sum for each month she is short of meeting the six (6) month requirement.

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

E. A faculty member shall be granted release time without loss of pay to attend an educational course only offered during the scheduled work day (exclusive of student contact hours).

ARTICLE XVIII. PROFESSIONAL MEETINGS

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

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

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

ARTICLE XIX. TERMINATION OF EMPLOYMENT

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

ARTICLE XX. LEAVES OF ABSENCE

A. Sick leave

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

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

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

Full-time and part-time faculty members who regularly work thirty (30) hours or more per week, shall accumulate sick days at a rate of one day per 173 hours of work.

4. Faculty members will not be required to obtain a physician's certificate for sick days unless an illness extends for more than three (3) consecutive days, provided that the Medical Center 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, Faculty Instructors shall retain all prior fiscal years' sick day accrual. The then current fiscal years' accrual shall be credited according to the applicable

group's sick day accrual. However, no employee shall be credited with a negative balance.

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 (1) semester, the individual shall be entitled at the termination of such leave to be re-employed in the same classification she held at the time the leave was granted. Seniority and longevity shall be retained and accumulated during this period of leave. Sick leave 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 (1) semester, the employee's position will not automatically be held open for her. If her position is not being held open, she shall be so advised at the time that determination is made. The faculty member shall be entitled to be re-employed in her original position if she is able to return within one (1) week of the notification. If the Faculty member is unable to return at that time, she may be re-employed when a position is available at the level and type of position previously held, or in such other position and level in which there may then be an opening for which she is qualified. During such leave, an employee's seniority, longevity and sick leave shall be retained but not accumulated.

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

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

C. Emergency and Bereavement Leave

Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death in the employee's immediate family or for any other situation considered an emergency by the employee's Department Head who shall allow the application for the leave in accordance with this paragraph. 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 within the employee's home. Employees shall also be granted leave with pay up to one-half (1/2) day for the purpose of attending funerals of other close relatives. Total paid leave as outlined in this paragraph shall not exceed a total of five (5) working days. Emergency leave may be extended through the use of personal leave as elsewhere provided, upon the request of the employee. Reasonable travel time will be granted to those employees who must travel in excess of 300 miles to attend a funeral of any immediate family member. One 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 leave of absence under the sick leave provision of this contract.

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

3. Leave of absence for the purpose of child rearing shall be governed under the provisions of the Personal Leave of Absence language.

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 Faculty member on military service leave shall retain any unused sick leave 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, 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 appropriate department head. Before such payment shall be made, the employee shall furnish the Personnel Director of Hurley Medical Center with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other governmental authority for such

service.

F. Extended Illness Leave

A leave of absence without pay granted because of illness following the exhaustion of Faculty member's accrued sick leave may be granted for a period of up to six (6) months without loss of employment or any benefits accrued at the date of commencement of leave. This leave shall be extended for an additional eighteen (18) months, with the employee being placed at the top of the eligibility list.

G. Educational Leave

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

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

H. Association Business Leave

1. A Faculty member 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 and sick leave, but shall not accrue longevity and sick leave during such leave.

2. Faculty members who are certified by the Association's President as officially authorized representatives shall be granted leave without pay to attend meetings, either state or National, as hereinafter provided, and no more than two (2) representatives shall be certified to the Medical Center. Administrator and the Director of the School of Nursing should be notified as to the time, date and purpose of such meetings, such notice to be submitted at least ten (10) days prior to the date of such meeting.

I. Personal Leave Days

1. Not more than two (2) paid personal leave days (non-chargeable) may be used during the fiscal year provided forty-eight (48) hours advance notice

is given whenever possible. 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.

J. Administrative Leave

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

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

A. Posting and Promotions

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

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

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

4. A complete current seniority list shall be given to the Chairperson of the Staff Council annually and the Labor Relation Office shall provide information relative to changes on a bi-weekly basis.

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

6. In cases of vacancies in the bargaining unit, seniority and ability

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

7. Positions that are to be filled outside the bargaining unit will be filled pursuant to Hurley Medical Center's personnel rules and regulations.

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

B. Seniority

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

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

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

- (a) Leaves of absence without pay (other than educational, military or for organization business) which extend for two (2) weeks or more
- (b) Layoff not to exceed two (2) years
- (c) Upheld Suspensions
- (d) Non-duty disability retirement as provided in Ordinance 1860, City of Flint, as amended
- (e) Any unauthorized absence of fourteen (14) consecutive days or longer which does not result in the employee's separation from service.

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

- (a) Any military leave, as approved by law

- (b) Any educational leave not to exceed one (1) year
- (c) Any leave for Association business not to exceed one (1) year
- (d) Any period of regular school recess

C. Layoff Procedure - Recall

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

2. Layoffs shall be made in reverse order of accrued seniority. If layoffs necessitate a faculty member being required to teach in a new area, the employee will be given two weeks to orient themselves to the new area. The employee will be given a trial period of no more than six (6) months. Recalls shall be made in order of accrued seniority.

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

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

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

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

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

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

9. The Association shall, whenever possible, be given at least one (1) term advance notice of pending layoffs, and the individual involved, whenever possible, will also be given one term advance notice of layoff.

10. No Faculty Instructor covered by this bargaining unit will have

their employment at the Medical Center terminated as a result of the closing of the School of Nursing. Faculty members will be offered other positions in the Medical Center. They will be eligible to apply, and will be given consideration, for positions for which they meet the qualifications when they become available.

ARTICLE XXII. 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 XXIII. USE OF FACILITIES

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

The Association may use available rooms at the School or the Medical Center for Association meetings. Whenever possible, requests for use of rooms should be submitted to the Director of the School of Nursing one (1) week prior to the date the Association has requested the use of the facility. Such requests shall be granted unless conditions make such permission impossible. The granting of such requests shall not be unreasonably withheld.

ARTICLE XXIV. CONFORMITY TO LAW

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

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

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

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

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

ARTICLE XXV. OTHER CONDITIONS

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

B. A mileage allowance in accordance with current Medical Center Policy will be paid by the Medical Center to the faculty member using their own automobile in the performance of their duties.

C. Maintenance of Registration - Registration as a Nurse in the State of Michigan is a condition of employment. In order to continue employment, all registered nurses must provide the Director of the School of Nursing with a renewal of their registration serial number each year. The Director of the School will then forward the information to the Personnel Office.

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

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

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

G. Language attached on next page - Inclement Weather Agreement.

H. The school year for 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, an Instructor may be required to work up to eight (8) additional days.

The school year will encompass the following breaks and holidays:

Labor Day

Thanksgiving + Day After

Christmas Break

Spring Break

HURLEY MEDICAL CENTER
INCLEMENT WEATHER AGREEMENT

between

LOCAL 2927, AFSCME and HURLEY MEDICAL CENTER

The undersigned parties acknowledge and agree to amend the collective bargaining agreement between the parties as it pertains to Article XXIV, paragraph G, 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.

LOCAL 2927, Instructor
AFSCME

Sally Bolen /s/

HURLEY MEDICAL CENTER

David R. Barton /s/

Date: 2/2/83

Date: 1/28/83

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE - FACULTY INSTRUCTORS

7/1/86 4%

LEVEL	1st 6	2nd 6	2nd	3rd	4th	5th	10th	15th	20th
	MONTHS	MONTHS	YEAR	YEAR	YEAR	YEAR	YEAR	YEAR	YEAR
I	\$9.097	\$9.207	\$9.319	\$9.544	\$9.768	\$9.987	\$10.240	\$10.499	\$10.859
II	\$9.359	\$9.471	\$9.582	\$9.806	\$10.031	\$10.251	\$10.505	\$10.757	\$11.122
III	\$9.620	\$9.733	\$9.839	\$10.064	\$10.300	\$10.511	\$10.780	\$11.055	\$11.433
B.A. + 15 Credit Hours (\$400)									
III	\$9.812	\$9.925	\$10.031	\$10.256	\$10.492	\$10.703	\$10.972	\$11.247	\$11.625
Masters Degree (\$500) + the (\$400) from Level III									
IV	\$10.053	\$10.166	\$10.272	\$10.497	\$10.733	\$10.944	\$11.213	\$11.488	\$11.866

I	=	Jr. Instructors	Schedule A
II	=	90 Credit Hours	B.A. + 15 hrs.
III	=	Instructor Degree	Masters
			\$400 Incentive - Nursing
			\$500 Incentive - Nursing

7/1/86 4%

LRE:014:1
9/18/86

HURLEY MEDICAL CENTER COMPENSATION SCHEDULE - FACULTY INSTRUCTORS (PART-TIME)

7/1/86 4%

LEVEL	1st 6	2nd 6	2nd	3rd	4th	5th	10th	15th	20th
	MONTHS	MONTHS	YEAR	YEAR	YEAR	YEAR	YEAR	YEAR	YEAR
I	\$11,709	\$11,851	\$11,995	\$12,284	\$12,573	\$12,855	\$13,180	\$13,514	\$13,977
II	\$12,046	\$12,190	\$12,333	\$12,622	\$12,911	\$13,194	\$13,521	\$13,846	\$14,315
III	\$12,382	\$12,528	\$12,664	\$12,954	\$13,257	\$13,529	\$13,875	\$14,229	\$14,716
B.A. + 15 Credit Hours (\$400)									
III	\$12,629	\$12,775	\$12,911	\$13,201	\$13,505	\$13,776	\$14,122	\$14,476	\$14,963
Masters Degree (\$500) + the (\$400) from Level III									
IV	\$12,940	\$13,085	\$13,221	\$13,511	\$13,815	\$14,086	\$14,433	\$14,787	\$15,273

FT Hurley Rate X 2080 + 1616 = Current

7/1/86 4%

LRE:014:2
9/18/86

SCHEDULE B

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

* See Salary Schedule A

LRE:014:3
1/2/85

SCHEDULE C
WORKLOAD

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

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

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

- Lecture - Weight of 6% per period per week
- Laboratory - Weight of 4% per period per week
- Special Assignment - Weight of 4% per 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/week	25%
Laboratory - 18 periods/week	72%
Special Assignment - 1 period/week	<u>4%</u>
Total	<u>100%</u>

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

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

F. In the event an 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. Part-time Instructors working 3 days per week will have a teaching load based on a 72% workload.
- H. The teaching load for part-time instructors working 2 days per week is based on a 40% workload.
- I. A part-time 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.
- J. 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.
- K. Whenever possible, before the end of the academic year, each employee shall receive notification in writing of their assignments for the following academic year.
- L. Management reserves the rights to make assignments in accordance with the preparation, experience, and preference for such teaching assignments.
- M. The normal work day shall be 8 hours in a 24 hour period beginning with the employees regular shift, with a 1/2 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.
- N. 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.
- O. 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.

Part-time Instructors work and contact hours will be determined mutually by the Director of the School of Nursing and the involved Instructor.

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

Type of Class	Lecture	Planned Learning Activity Or Laboratory	Special Assignment
Periods* Per Week Equal to 100% Load	16	25	35
Total Periods* Per Week Assigned	% Load	% Load	% Load
1	6	4	4
2	13	8	8
3	19	12	12
4	25	16	16
5	31	20	20
6	38	24	24
7	44	28	28
8	50	32	32

*One period is considered as 60 minutes.
 See next page for examples of computation of formula

<u>EXAMPLE FOR:</u>	<u>NUMBER OF PERIODS PER WEEK FOR TERM OR SEMESTER</u>	<u>PERCENT</u>
<u>INSTRUCTOR-FULL-TIME</u>		
Lecture	4	25
Laboratory	18	<u>72</u>
		97%
<hr/>		
<u>INSTRUCTOR - PART-TIME (75%)</u>		
Lecture	2	13
Laboratory	15	<u>60</u>
		73%
<hr/>		
<u>INSTRUCTOR - PART-TIME (50%)</u>		
Laboratory	12-14	50

TERM OF AGREEMENT

This Agreement shall be in effect and become operative 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.

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.

5. Language modifications as tentatively agreed to.

6. Contract Expiration: 6/30/88.

HMC FACULTY STAFF COUNCIL

....HURLEY MEDICAL CENTER

Catherine Opdyke /s/ 8/13/86

Charley J. McClendon /s/

Margot Barker /s/

Booker Brown /s/

Sally Bolen /s/

LRE:013

9/18/86

HURLEY MEDICAL CENTER
SETTLEMENT AGREEMENT
FACULTY, SCHOOL OF NURSING

August 15, 1988

1. Two year contract expiring June 30, 1990
 - A. Effective 7/1/88 -- Two (2%) percent increase to all members.
 - B. Wage Reopener 7/1/89
2. All other previously TA'd items.

FACULTY ORGANIZATION

MARGOT E. BARKER /S/

HURLEY MEDICAL CENTER

CHARLEY MCCLENDON /S/

CM/bmc;LRE;0004E

REVISIONS/CHANGES SETTLEMENT
between
SCHOOL OF NURSING FACULTY STAFF and HURLEY MEDICAL CENTER

Article I, Recognition, Page 1:

Substitute (clinical) Instructors working less than four (4) days per month shall not be recognized as dues paying members. Said language to be in the form of a Letter of Understanding.

Article XX. Leaves of Absence, Page 18, Paragraph C:

(see attached language)

Article XX. Leaves of Absence, Page 21, Paragraph J:

Change heading to School Business Leave.

Schedule C. Workload, Page 32, Paragraph O:

Full-time faculty are required to be on school premises five (5) days a week for a minimum of three (3) hours per day: e.g., for scheduled student contact hours, scheduled office hours and for scheduled meetings each week.

1 and 2 to remain as written.

LRE:Faculty

SETTLEMENT AGREEMENT
JUNIOR FACULTY INSTRUCTORS
July 7, 1988

Article XX-C - Leaves of Absence, Emergency/Bereavement

Leave with pay of not more than three (3) days plus not more than two (2) days travel time may be granted for death or critical illness in the employee's immediate family. The immediate family shall be defined to include parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, husband, wife, children, step-children, brother, sister, step-parents, step-brother, step-sister, brother-in-law, sister-in-law, step-parent-in-laws or other relatives living in the employee's home. An emergency leave shall also be granted in the event that an employee's residence is on fire or substantially damaged by one. Employees shall also be granted leave with pay up to one-half (1/2) day for purposes of attending funerals of other close relatives. Total paid leave for any one bereavement or emergency as outlined in this paragraph shall not exceed a total of five (5) working days. An emergency leave may be supplemented through the use of personal days and/or vacation leave as elsewhere provided upon written request of the employee.

Reasonable travel time will be granted to those individuals who must travel in excess of 300 total miles to attend a funerals 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 paid days.

An employee may be entitled to use one (1) emergency day when required to take or accompany an immediate family member to a hospital for emergency care services. Proper verification must be provided to substantiate the hospital care rendered.

Other situations considered an emergency by the employee's department head may be covered by accumulated paid time off benefits including sick days. In such cases, the department head shall waive any restrictions concerning advance scheduling of paid time off days.

LRE:Settlement