

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 192

Farmington, Minnesota

and

FARMINGTON EDUCATION ASSOCIATION NURSE UNIT

The Exclusive Representative For
Nurse Unit Employees
of the School District

Effective

July 1, 2022 – June 30, 2024

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
ARTICLE I	PURPOSE	3
ARTICLE II	RECOGNITION OF THE EXCLUSIVE REPRESENTATIVE	3
ARTICLE III	DEFINITIONS	3
ARTICLE IV	SCHOOL BOARD RIGHTS	4
ARTICLE V	EMPLOYEE RIGHTS	5
ARTICLE VI	BASIC SCHEDULES, JOB CLASSIFICATIONS AND RATES OF PAY	7
ARTICLE VII	INSURANCE	7
ARTICLE VIII	LEAVES OF ABSENCE	9
ARTICLE IX	HOLIDAYS	13
ARTICLE X	PHYSICAL EXAMINATIONS	14
ARTICLE XI	HOURS OF SERVICE	14
ARTICLE XII	TRANSFERS, SENIORITY, LAYOFF AND RECALL	15
ARTICLE XIII	DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD	16
ARTICLE XIV	SEVERANCE	17
ARTICLE XV	GRIEVANCE PROOCEDURES	18
ARTICLE XVI	DURATION	21

ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between Independent School District 192, Farmington, Minnesota, hereinafter referred to as the School District, and the Farmington Education Association, the exclusive representative, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for building nurses, program/1:1 nurses, and other nurses, excluding licensed school nurses (LSN) included in the teacher unit, during the duration of this agreement.

ARTICLE II
RECOGNITION OF THE EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A. the School District recognizes the Association as the exclusive representative of the appropriate unit of nurses employed by the School District as defined in Article III. The exclusive representative shall have those rights and duties prescribed in the provisions of this Agreement.

Section 2. Rights of the Association as Exclusive Representative:

Subd. 1. Pursuant to P.E.L.R.A., the School District shall not meet and negotiate nor meet and confer with any employee or group of employees who are at the time designated as a member or part of an appropriate employee unit except through the exclusive representative.

Subd. 2. Nurses, have the right to meet and confer with the District.

Subd. 3. Any negotiations in violation of Subd. 1 shall be null and void and without force and effect.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation thereof, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2. Appropriate Unit: For purposes of this Agreement, the term "nurse" shall mean any person employed by the School District in a position which includes building nurses, program/1:1 nurses, and other nurses, as certified by the Commissioner of the Minnesota Bureau of Mediation

Services (BMS) Case No. 20PCE2499 within the meaning of MN Stat. 179A.03, Subd. 14, excluding licensed school nurses (LSN), confidential employees, supervisory employees, essential employees, part-time employee's whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal workweek in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 normal working days in any calendar year, and emergency employees. For purposes of this agreement, the term "qualified" shall mean licensed or certified by the appropriate state agency.

Section 3. School Board and the Association: Any reference to School Board or School District in this Agreement shall mean Independent School District #192, Farmington, MN. Any reference to the Association in this agreement shall mean the nurses exclusive representative as defined in Article II.

Section 4. P.E.L.R.A.: P.E.L.R.A. shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined in the P.E.L.R.A..

ARTICLE IV **SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board District rules regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right obligations and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School District, all employees covered by this agreement, and all provisions of this agreement are subject to the laws, rules and regulations of the State of Minnesota, and federal laws, rules, and regulations. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in the agreement are reserved to the School District.

ARTICLE V **EMPLOYEE RIGHTS**

Section 1. Right to View: Pursuant to P.E.L.R.A., nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his/her representatives to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative nor shall it be construed to require any employee to perform medical or health related services outside the scope of their nursing license.

Section 2. Right to Join: Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Personnel Files: All evaluations and the personnel file generated within the School District relating to each individual employee shall be available during regular school business hours to each individual employee upon the employee's written request. A representative of the Association may, at the employee's request, accompany the employee in this review. The employee shall have the right to reproduce any of the contents of the files at the employee's expense. The employee shall have the right to submit for inclusion in his/her file written information in response to any material contained therein in accordance with M.S. 13.04.

Section 4. Request for Dues Check Off:

Subd. 1: Pursuant to P.E.L.R.A., any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Farmington Education Association, Education Minnesota, the National Education Association and the American Federation of Teachers. When a bargaining unit member has so authorized a dues deduction, such authorization shall continue in effect for that year and from year to year. A member seeking cancellation must provide written notice to the Association President. The Association President, or designee, shall notify the School District, in writing, of all additions and/or changes. Pursuant to such authorization, the School District shall deduct one-fourteenth of such dues for 14 pay periods, beginning October 15 of each year. Members hired after October 15 shall have their deductions divided equally through the May 31 pay date. These

deductions shall also include and coincide with any voluntary deductions requested by the employee as a contribution towards any Political Action Committee (PAC) fund. Such request for a PAC fund contribution must be submitted to the payroll department. Any PAC fund contributions request shall be limited to one enrollment period per year. The Association dues and any additional voluntary deductions for the employee after the commencement of the school year shall be as certified by the Association.

Subd. 2: With respect to all sums deducted by the School District for membership the School District shall remit to the Association within 10 calendar days, the total amount deducted. The Association agrees to advise the School District of all members of the Association in good standing from time to time, and to furnish information needed by the School District to fulfill the provisions of this article not otherwise available to the School District.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and hold the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

Section 5. Communications: The nurses may use the existing Farmington Education Association bulletin board space in each building for posting appropriately identified notices and other material. The Association may use the School District mail, email service and employee mailboxes for communications regarding union business to employees provided said mail is distributed by the Association.

Section 6. Association Representatives: Representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt school operation upon the approval of the Superintendent or designee. Any nonemployee representative of the Association will follow appropriate visitor registration procedures upon entering the building.

Section 7. Information: The School District agrees to furnish to the Association, upon written requests in accordance with the Minnesota Data Practices Act and P.E.L.R.A., all public information pertaining to the School District budget, present and proposed, revenues and other financing information.

Section 8. School Facilities and Equipment: The Association shall have the right to reasonably use school facilities and equipment, computers, copiers, telephones and faxes with no expectation of privacy. The Association shall pay the School District for all school supplies used and shall submit payment to the finance department.

ARTICLE VI
BASIC SCHEDULES, JOB CLASSIFICATIONS AND RATES OF PAY

Section 1. Status of Salary Schedule: Employees having a full-time or part-time employment status shall be compensated for all hours worked in accordance with the following Base Hourly Wage Schedules of their job classification and length of continuous service.

Subd. 1	Hourly Base Rate Building Nurse and Program/1:1 Nurse		
Effective	July 1, 2022	RN \$30.60	LPN \$29.10
Effective	December 18, 2022	RN \$32.45	LPN \$30.85
Effective	July 1, 2023	RN \$32.45	LPN \$30.85
Effective	December 17, 2023	RN \$33.41	LPN \$31.77

Section 2. Experience and Retention Incentive: Effective January 18, 2021, during the indicated years of service, employees will receive the corresponding experience and retention incentive for each hour worked. For a year of service to apply to this section, the employee must be paid for ninety (90) days or more (pro-rated for job shares) as a nurse in the Farmington Schools during a school year.

<u>Years of service</u>	<u>Incentive</u>
6-9	\$.50
10 or more	\$1.00

Section 3. Travel Reimbursement: Reimbursement for travel approved by the District for employees using their private automobile shall be pursuant to the School Board policy.

ARTICLE VII
INSURANCE

Section 1. Health and Hospitalization Insurance: The School Board shall contribute toward the premium for individual or family coverage of all full-time employees of the school district who qualify for and enroll in the school district group health and hospitalization plan on an annual basis as follows:

	<u>2022-2023</u>	<u>2023-2024</u>
	Plan C (high deductible)	
Single	\$ 8,033.00	\$ 8,515.00
Two	\$14,020.00	\$14,861.00
Family	\$14,392.00	\$16,642.00

Subd. 1. Eligibility: Anyone working 30 or more hours per week shall be considered full-time employees for insurance purposes.

Subd. 2. Plan Options: Employees are only eligible to participate in the Health Savings Account (HSA) compatible high deductible health and hospitalization insurance Plan C.

Subd. 3. Employee Contribution: Any additional cost of the premium shall be borne by the employee and paid by payroll deductions. The School District's benefits will cease with termination of employment.

Subd. 4. Health Care Reimbursement Account: The district shall pay \$50.00 per month into a Health Care Reimbursement Account to those employees who do not carry single, family, or 2 party coverage.

Subd. 5. Health Saving Account HSA: Active employees who are enrolled in the high deductible health insurance plan (Plan C) have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the HSA with the district. All monthly expenses for the HSA will be paid by the employee.

Full time employees who are enrolled in the district's high deductible health insurance plan will receive a district contribution of \$1,000 per year into the district health savings account plan. Such contribution will be made in a lump sum on or about July 15 each year. Qualified employees hired after the start of the school year will receive a pro-rata contribution for the year shortly after enrollment in the high deductible health insurance plan.

Subd. 6. Preventive Health Examination: Eligible employees who provide approved documentation that the nurse has received a preventive health insurance examination with age appropriate screenings in the previous calendar year, will receive an additional \$200 contribution into the nurse's HSA on the following January 15.

Subd. 7. Combined Insurance Contributions: Effective July 1, 2021, this subdivision shall apply to members of the Association whose spouse is also employed by the School District.

The School District shall allow, upon the married employee's request, the combination of one family contribution and one single contribution toward the premium cost of family insurance. The School District's total contribution shall not exceed the sum of the family and single contribution as defined in each employee's respective working agreement.

The School District shall allow, upon the married employees' request, the combination of two single contributions toward the premium cost of the two-party insurance. The School District's total contribution shall not exceed the sum of the two single contributions.

Section 2. Income Protection Insurance: The school carries income protection group insurance. The School District will pay the entire premium for long-term disability. The members of the group

shall include anyone working 30 or more hours per week, regardless if they are employed by the hour, week, month or year.

Section 3. Worker's Compensation: The policy is carried for all employees and meets the requirements as prescribed by law. An employee shall notify the district within 48 hours of a job incurred injury or loss in benefit could occur.

Section 4. Life Insurance: The School District shall contribute the premium for \$75,000 of term life insurance coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the school district's group term life insurance plan.

Section 5. Dental Insurance: The School District will contribute toward the premium for dental coverage for each full-time employee who qualifies for and is enrolled in the School District's group dental health insurance plan. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. The monthly contributions will be as follows:

Dental \$41.00

Section 6. The Selection of the Insurance Carrier and Policy: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy provided the employee has requested such insurance in writing and the School District has acknowledged receipt of such request in writing, and pay such amounts in premiums as agreed to herein and no claim shall be made against the School Board as a result of denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective the last working day.

ARTICLE VIII
LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of one hour for every eighteen (18) hours in the employ of the school district.

Unused sick leave days previously earned may accumulate to a maximum credit of 1,190 hours sick leave per employee.

Subd. 2. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of the duties on that day or days. The employee must

request/record the absence using the process established by the School District.

Subd. 3. Medical Certificate: The School District may require an employee to furnish a medical certificate from a qualified physician within their scope of practice as evidence of illness or injury in order to qualify for sick leave pay.

Subd. 4. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 6. Spouse's Maternity Disability: An employee is entitled to a maximum of 15 days of leave in the event of temporary maternity disability of their spouse. Available paid days will be deducted from the employee's sick leave accrual.

Subd. 7. Sick leave shall also cover illness or injury of an employee's spouse, children, parents, spouse's parents, (10 days maximum per year for spouse's parents, or step equivalent and persons of legal guardianship), providing the illness or injury is of a nature demanding the employee's presence. A medical certificate from a qualified physician may be requested to verify an absence.

Subd. 8. Death in the immediate family of the employee may also be included as authorized sick leave. "Immediate family" for this clause is defined as an employee's spouse, children, grandchildren, parents, grandparents, brother or sister, aunt or uncle, or step equivalent or spouses' equivalent to a maximum of five (5) days for spouse, children and parents and up to three (3) days for the other listed categories as needed to make arrangements, travel and/or attend services. Additional leave may be granted by the Superintendent or designee in extenuating circumstances.

In the event of the death of a colleague or student in the district, the administration will make every effort to accommodate those who wish to attend the funeral and the leave day shall not be charged against the employee's sick leave accrual.

Death of a close personal friend of the employee may also be included as authorized sick leave to maximum of one sick leave day per school year. Personal leave may be used if more than one close friend dies within the same school year.

Subd. 9. Injury while on duty: An employee who becomes injured while performing duties of an employee, and thus becomes eligible for benefits under workers' compensation provisions, may elect to use sick leave on a prorated basis in order to maintain the level of income earned prior to the injury. Such use of sick leave shall continue until available sick leave has been exhausted. Such use of sick leave shall not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee.

Section 2. Personal Leave:

Subd. 1. Employees working a minimum of 30 hours per week may be granted leave at the discretion of the School District of no more than five (5) days per year, the days used not to be deducted from any other leave category. These days may be taken as paid days during school breaks. Employees working fewer than 30 hours a week shall receive personal days at a pro-rated amount.

Subd. 2. Requests for personal leave must be made in writing to the supervisor at least three days in advance, except in the event of emergencies. No reason for such leave need be stated. All leaves must have prior approval, but no more than two nurses shall be granted personal leave at the same time.

Subd. 3. Personal leave may not be the first and last day of the school year.

Section 3. Family Medical Leave Act: In accordance with the Family and Medical Leave Act (FMLA), eligible employees are entitled to 12 weeks of unpaid leave in a 12-month period. Non-work days, such as breaks, unpaid holidays, summer break and weekends shall not count toward the 12 weeks.

Subd 1. Eligibility: Employees must have worked for the District for at least 12 months and 1,250 hours in the 12 months immediately preceding the start of the leave to be eligible. For purposes of determining eligibility for hours, all hours paid in the 12 months will be included in the calculation.

Subd. 2. Reasons: Leaves under this section shall be allowed in accordance with the FMLA.

Subd. 3. Employees shall be able to use accumulated personal leave days for unpaid FMLA leave days.

Subd. 4. Eligible FMLA leave will run concurrently with Child Care and Adoption Leave.

Subd. 5. Spouses who work for the District shall be allowed a combined total of 12 weeks unpaid FMLA leave during any 12-month period. However, the combined limitation does not apply to FMLA leave taken by one spouse in the School District to care for the other spouse in the School District who is seriously ill or to care for a child with a serious health condition, or to care for the spouse's own serious illness.

Section 4. Child Care Leave:

Subd. 1. A child care leave shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for a newborn child of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. If an employee elects to utilize sick leave during the period of disability, the employee must submit the pregnancy disability form at least thirty (30) calendar days prior to implementation of the child care leave provided by this section.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, employee may elect to utilize sick leave during the period of the employee's disability in accordance with state and federal law. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. After consultation with the employee, the School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, including sick leave for the period of disability, and for the need to prepare and provide parental care for a newborn child of the employee for an extended period of time, the School District shall not in any event be required to:

1. Grant any leave more than twelve months in duration (including any FMLA or Minnesota state authorized leave).
2. Permit the employee to return to his/her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be re-employed in a position for which the employee is qualified providing the employee returns on the date designated on the request for leave which was approved by the School District.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination in the School District.

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous unused leave accumulated under the provisions of this agreement at the commencement of the beginning of the leave.

Subd. 9. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave unless otherwise provided by law. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 10. Leave under this section shall be without pay or fringe benefits.

Section 5. Adoption Leave:

Subd. 1. The School District shall grant an adoption leave to any employee who makes a written application for such leave. Adoption leave benefits shall apply to both married and unmarried employees regardless of sex.

Subd. 2. Upon learning of the actual date of home placement, the employee shall submit a written application for adoption leave to the School District, including commencement date and return date. Adoption leave will commence on the date of home placement, and may be for a period of up to one year (including any FMLA or Minnesota state authorized leave), as mutually agreed upon between the employee and the district prior to such leave.

Subd. 3. The provisions of Article VIII, Section 3, Subds. 4, 5 (subset 1 and 2 only), 6, 7, 8, 9 and 10 shall apply

Section 6. Jury Duty: Employees called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors. Employees who are dismissed for a partial day from jury duty service are expected to report to work for the remainder of the day.

Section 7. Association Leaves: In each school year, the School District will allow paid leave up to a maximum of 16 hours for nurses in this bargaining unit to participate in official business of the Association as it relates to the on-going implementation of this nurse's agreement provided a substitute nurse is available if the absence is during student instructional time. No more than one nurse may use association leave at the same time if the absence is during student instructional time.

ARTICLE IX
HOLIDAYS

Effective July 1, 2020, the following five (5) days shall be paid holidays for all full-time nurses.

Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Subd. 1. Less than full-time: An employee who is less than full-time, shall be paid for each holiday on a prorated basis.

Subd. 2. If a designated holiday falls on a Saturday, the holiday will be recognized on Friday. If the designated holiday falls on a Sunday, the holiday will be recognized the following Monday.

ARTICLE X **PHYSICAL EXAMINATIONS**

All employees are subject to annual mantoux tests or other screenings and vaccinations as required by Minnesota Statutes. If associated costs are not covered by insurance or other reimbursement, the district will, if requiring the test, screening, or vaccination, cover the cost to the employee.

ARTICLE XI **HOURS OF SERVICE**

Section 1. Work Year: The Director of Special Services shall disseminate a work year calendar for building nurses no later than June 1 immediately preceding each school year based on individual building/program design. Each calendar will include negotiated holidays, plus seven days scheduled during non-student contact days to be used by nurses before, during or after the school year for the purpose of in-service, professional development or coordination of nurse office operations. The schedule for the additional days shall be determined by administration in consultation with the nurses. Additional work days may be scheduled if needed for the completion of job-related duties as determined by the school District.

The regular work year for program/1:1 nurses shall be the instructional days when the student(s) he/she works with are physically present in the building. Additional days needed for in-service or professional development will be determined by administration.

Section 2. Work Week: A regular work week shall consist of at least 35 hours per week, exclusive of lunch for full-time employees. Working hours shall be determined by the School District and shall consider the needs of students in individual school sites

Section 3. Duty Free Lunch: The schedule for nurses who work five (5) or more hours per day will include an unpaid 30-minute duty free lunch period. A nurse and supervisor may agree to allow the nurse to forgo the duty-free lunch period and work a straight shift if it makes sense for the work flow of the school and students. When a full duty-free lunch period is not possible because of attending to a health need, the actual lost lunch time shall be paid at the regular rate of pay if the lost time is ten (10) minutes or less. The full lunch period shall be paid at the regular rate of pay if the lost time is more than ten (10) minutes. The duty-free lunch period shall be scheduled based on the needs of the students and work flow.

Section 4. Over Time: Over time shall be defined as hours assigned and worked in excess of forty (40) hours per week and shall be compensated at one and a half (1.5) the hourly rate.

Section 5: Emergency School Closing: In the event school is closed due to a short-term emergency (inclement weather, energy shortage, breakdown of equipment, disease outbreak, etc.), the employee has the following options for up to ten (10) days:

- reporting to work or, after working it out with building administrator, working remotely
- substituting personal leave rather than unpaid time
- unpaid time with no leave used
- making up the hours at another time within the same fiscal year that is mutually agreeable with the nurse's supervisor.

Subd. 1. Reporting to Work: When the option is reporting to work, the employees will work with their administrator to determine which of the following duties will be performed:

- regular duties
- district training sessions or nurse meetings
- personal professional development

Subd. 2. Shortened Day: In the event that school has an unscheduled late start or early release due to an emergency, employees will receive compensation for their regular workday.

Subd. 3. Credit for Leave Days: In the event an employee has requested personal or sick leave and school is closed for the entire day, the personal or sick leave, upon request, will be credited back to the appropriate leave hour category and the employee may complete their duty day using another option in this section.

ARTICLE XII **TRANSFERS, SENIORITY, LAYOFF AND RECALL**

Section 1. Definitions: Seniority shall be defined as the length of continuous employment with the School District in a full-time or part-time job position covered by this agreement.

Section 2. Seniority Date: Following the completion of the probationary period, as provided by Article XIII, an employee's seniority date shall be established as the first day of continuous employment in a position covered by this contract.

Section 3. Break in Seniority: Employees shall not earn seniority credit during periods of suspension, or an Unpaid Leave of Absence of more than one year in duration.

Section 4. Reduction in Work Force: A reduction of work force shall be defined as the elimination of a job position or positions, or the reduction of a position of more than two hours per day. Employees in affected job positions shall be given thirty (30) days prior written notice of a work force reduction in the inverse order of their seniority.

Section 5. Transfers: A transfer is a change in job position or work site.

Subd. 1. Involuntary Transfer: The School District may transfer a nurse within the same classification for performance. The district shall seek voluntary transfers before making an involuntary transfer but the final right of assignment remains with the district.

Subd. 2. Voluntary Transfer: Employees may submit an application in writing for any vacancy posted. All current employees who apply shall receive an interview. The District shall consider the applicant's experience, seniority, qualifications, aptitude, past evaluations and other relevant factors in making its determination and will fill the position with the most qualified candidate. In such cases where an outside applicant is hired, the internal applicant and the Association President will be notified in writing or via e-mail as soon as possible.

Section 6. Layoff and Recall:

Subd. 1. Building Nurse: In the event of job elimination(s) requiring layoff, the employee with the least seniority in the job classification will be laid off first. If the seniority date is the same, the tiebreaker will be the lowest value of the last 3 digits of the TRA number of the employee.

Subd. 2. Program Nurse: In the event of a job elimination requiring layoff of an employee who is specifically responsible for providing for the 1:1 health care needs of individual student throughout the school day in order to attend school, the employee laid off first within the job classification will be at the District's discretion.

Subd. 3. Recall List: An employee who has been displaced due to a layoff will be placed on a recall list. When a position becomes available, the most senior qualified employee in the job classification will be recalled first. If the employee fails to report to work with the District or accept an offer with the district upon two (2) weeks' notice of recall, the employee loses all recall rights.

Subd. 4. Recall Period: An employee will be kept on the recall list up to eighteen (18) months after the layoff if no position has been offered.

ARTICLE XIII

DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of twelve (12) months of continuous employment during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. Alternatively, if performance does not meet district expectations, the District may request an extension of the probationary period for an additional six (6) months and such request will be granted. During such

extension, the District has the unqualified right to suspend without pay, discharge or otherwise discipline the probationary employee.

Section 2. Successful Completion of Probationary Period: An employee successfully completes the probationary period unless terminated or resigns during the probationary period (including any period of extension). An employee who successfully completes the probationary period may be suspended without pay, discharged or otherwise disciplined only for just cause.

Section 3. Evaluation: After completion of the probationary period, it is the expectation that all employees will receive regular evaluation of their performance. Administrators will sit down privately with employees to review their performance evaluation. The employee will have a right to attach a response to the evaluation that is stored in the employee's personnel file.

Section 4. Probationary Period, Change of Classification: An employee transferred or promoted to a different classification shall serve a new probationary period of 60 calendar days in any such new classification. During this 60-day probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to his/her former classification.

Section 5. Discipline: The disciplinary process is designed to utilize progressive steps, when appropriate, to produce positive corrective action except in cases of termination. Discipline shall normally occur in the following sequence; however, the School District may use other forms of discipline and can apply appropriate levels of discipline when egregious acts occur.

- 1) Oral reprimand
- 2) Reprimand
- 3) Suspension
- 4) Termination

ARTICLE XIV SEVERANCE

Section 1. Severance:

Subd. 1. Full-time nurses who have completed at least 20 years of continuous service with the school district who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of the Article upon submission of a written resignation accepted by the school board. A leave of absence shall not count toward the 20 years of continuous service as set forth in this section.

Subd. 2. This Article shall apply only to nurses whose service is full-time as defined by this handbook.

Subd. 3. A nurse shall be eligible to receive severance pay upon his/her retirement in the amount obtained by multiplying 90% of his her/unused sick leave days, but in any event not to exceed 120 days, times his/her daily rate of pay.

Subd. 4. In applying these provisions, a nurse's daily rate of pay shall be the basic daily rate at the time of retirement as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for other activities, extended employment or extra compensation.

Subd. 5. Nurses who retire from the district and qualify for severance shall have the total severance amount as determined reduced by the total amount contributed by the School District into the nurse's 403 (b) Tax Sheltered Annuity.

Subd. 6. The School District will match eligible employee contributions to a 403B Tax Sheltered Annuity according to the following schedule.

<u>Effective each July 1 after:</u>	<u>Maximum Annual Contribution</u>	
	July 1, 2022	July 1, 2023
Completion of one full school year	\$ 300	\$ 500
Completion of five full school years	\$ 550	\$ 700
Completion of eight full school years	\$ 800	\$1,000
Completion of seventeen full school years	\$1,050	\$1,250
Completion of twenty-seven full school years	\$1,650	\$1,850

Subd 7. Nurses on leave for one or more years may not participate in the district's 403 (b) Tax Sheltered Annuity Matching program while on leave.

Subd. 8. As of July 1, 2010, the district will contribute \$900.00 per year into a Health Care Reimbursement Account for those full-time nurses employed by the district prior to July 1, 1996. As of July 1, 2010, the district will contribute \$400.00 per year into a Health Care Reimbursement Account for those full-time nurses employed by the districts after July 1, 1996.

ARTICLE XV
GRIEVANCE PROCEDURES

Section 1. Grievance Procedure: A grievance shall mean an allegation by an employee or the Association resulting in a dispute or disagreement between the employee or the Association and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. When the grievances are filed by the Association, the sole authority for processing such grievances rests with the Association. A grievance, when filed at Level I by an employee, shall be defined as an employee grievance. When filed at Level I by the Association, it shall be defined as an Association grievance.

Section 2. Representative: The employee or School District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement. By mutual agreement, parties may waive any of the levels specified in Section 5.

Subd. 2. Days: Reference to days, regarding time periods in this procedure, shall refer to working days, A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday,

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period,

Section 4. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the teacher and the School District.

Section 5. Adjustment of Grievance: The School District and the nurse shall attempt to adjust all grievances, which may arise during the course of employment of any nurse within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within 10 days after receipt of the decision in Level I. If a grievance is properly appealed the superintendent or designee shall set a time to hear the grievance within 10 days after receipt of the grievance. After the appeal is heard, the superintendent or designee shall issue a decision in writing, to the parties involved within 10 days.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board provided such appeal is made in writing within 10 days after receipt of the decision in Level II. If a grievance is properly appealed

to the School Board, the School Board shall set a time to hear the grievance within 30 days after receipt of the appeal. Within 15 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the employee/Association and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be signed in writing by the aggrieved party/Association, and such request must be filed with the superintendent within 10 days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2. providing such request is made within 10 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate; the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written argument relating to the issues before the arbitrator.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. of 1971 as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The cost of the

transcript or recording if requested will be paid by the requesting party. The parties shall share equally fees and expenses of the arbitrator. Any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally by both parties.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matter of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection and direction and number of personnel. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of public-school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XVI **DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended, except until a new Agreement has been reached. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than May 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Association representing the nurses of the School District. The provisions herein relating to the terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For:
FARMINGTON EDUCATION ASSOCIATION

For:
INDEPENDENT SCHOOL DISTRICT 192

President

Chairperson

Lead Nurse Negotiator

Clerk

Dated this 24th day of July 2023

Dated this 24th day of July 2023.