

Master Agreement
between
Registered Nurses of District 112
and
Independent School District 112
Effective: July 1, 2016 through June 30, 2018

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ARTICLE I PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District 112, Chaska, Minnesota, hereinafter referred to as the School District or District, and the Registered Nurses of District 112, hereinafter referred to as the Association or exclusive representative, 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 registered nurses for the duration of the Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes the Registered Nurses of District 112 as the exclusive representative for all registered nurses employed as building nurses by the District and which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such registered nurses of the District contained in the appropriate unit as defined in ARTICLE III, Section 2 below and P.E.L.R.A. and in certification by the Bureau of Mediation Services (BMS), Case No. 05-PCE-87.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits other than District payment of, or contributions to premiums for group insurance coverage of retired registered nurses or severance pay, and the District's personnel policies affecting the working conditions of the registered nurses. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term, "appropriate unit" shall mean all registered nurses in the appropriate unit employed by the District in such classification excluding the following; confidential employees, supervisory employees, essential employees, part-time registered nurses whose service does not exceed the lessor of 35% of the normal work week in the registered nurses bargaining unit or 14 hours per week, registered nurses who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all registered nurses exceeds 67 calendar days in that year, and emergency employees.

Section 3. District or School District: For purposes of administering this Agreement, the term/word "School District/District" shall mean the School Board or its officials designated to act on its behalf.

Section 4. Other Terms: Other terms not specifically defined in this Agreement shall have the meaning given them under P.E.L.R.A.

Section 5. Anniversary Date: For the purpose of determining years of service, registered nurses anniversary dates shall be calculated as follows: Registered nurses hired prior to January 1 shall use the preceding July 1 as their anniversary date, and registered nurses hired on or after January 1 shall use the succeeding July 1 as their anniversary date.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the 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 District, its overall budget, utilization of technology, the organizational structure and the selection, direction, and number of personnel.

Section 2. School Board Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, Regulations, Directives and Orders: The exclusive representative recognizes that all registered nurses covered by this Agreement shall perform the duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and subject to School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated official to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as much rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and functions not specifically included in this Agreement are reserved to the District.

ARTICLE V REGISTERED NURSE RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any registered nurse or his/her representative 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.

Section 2. Request for Dues Check off: Pursuant to P.E.L.R.A. the Association shall have dues checkoff. Upon receipt by the School District of a properly executed authorization card of the registered nurse involved, the School District will deduct in equal installments from the registered nurse's paycheck the dues that the registered nurse has agreed to pay to the Association during the period provided in said registered nurse's authorization beginning with the first paycheck after receipt of the executed authorization card.

Section 3. Fair Share Fee:

Subd. 1. Pursuant to P.E.L.R.A. any registered nurse included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered by the Association. The fair share fee for any registered nurse shall be in an amount equal to the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues.

Subd. 2. The Association shall provide written notice of the amount of the fair share fee assessment to the District, and written notice of the amount to each registered nurse to be assessed the fair share fee.

Subd. 3. A challenge by a registered nurse or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services (Commissioner), the District, and the Association within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the Association. The District shall deduct the fee from the earnings of the registered nurse and transmit the fee to the Association within thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the District pending a decision by the Commissioner, or by a court. Any fair share challenge shall not be subject to the grievance procedure and any dispute thereon shall be between the Association and the affected registered nurse.

Section 4. Access to Information: Upon written notice, the District shall provide access to District financial information, budgets and such other information necessary to the effective performance of the duties of the exclusive representative.

Section 5. Personnel Files: A registered nurse, upon written request to the supervisor having custody of the personnel files, shall have the right to review the contents of his/her own personnel file. A registered nurse shall have the right to reproduce any of the contents of his/her file. The registered nurse may submit any information in

response to material in his/her file and such information shall become part of the registered nurse's file.

ARTICLE VI DUTY YEAR AND DUTY WEEK

Section 1. Work Year: Duty days for registered nurses shall be set by the District school calendar (example: student contact days, workshop day, etc.).

Section 2. Hours of the Day: Hours of the day and days of the week that registered nurses are to work shall be scheduled by the District. The District, may provide a thirty (30) day notice if there is to be a permanent change in the work schedule.

Section 3. Breaks: Registered nurses who work at least six (6) hours per day in a regularly scheduled position shall receive a thirty (30) minute paid/on call lunch break and two (2) fifteen (15) minute paid/on call breaks within the scheduled work time. Registered nurses may not leave the building during their paid/on call breaks.

Section 4. Emergency/Weather Closing: Registered Nurses shall receive their full pay for any emergency school closings due to inclement weather, power outages, etc. If the student school day is subsequently rescheduled and made up, registered nurses will perform their regular assignment without additional compensation. In the case of a late start or early release to a work day due to an emergency/weather condition, registered nurses will adjust their hours to the announced starting time on late start days and the announced closing time on early release days (i.e. On an announced two (2) hour late start the registered nurse's work day begins two (2) hours later than normal and ends at the regular time. On an announced two (2) hour early release the registered nurse's work day ends two (2) hours earlier than normal or after all busses have departed. If circumstances necessitate the supervisor to require the registered nurse to work when school is closed (i.e. late bus) the registered nurse will be paid at his/her regular rate of pay for the additional time.

Section 5. Overtime: Hours worked in excess of the regular hours of the registered nurse must be approved in writing and advance by his/her immediate supervisor. Hours worked in excess of the regular hours of the registered nurse up to forty (40) hours per week shall be paid at the registered nurse's regular rate of pay. Hours worked in excess of forty (40) hours per week shall be paid at the rate of one and a half (1½) times the registered nurse's regular wage.

Section 6. Compensatory Time: Upon mutual agreement between a registered nurse and his/her immediate supervisor, the registered nurse may be granted compensatory time off for overtime worked pursuant to Section 5 above. Registered Nurses may accumulate up to, but not more than, sixteen (16) hours of compensatory time. Compensatory time must be used during the fiscal year in which it is earned.

Section 7. Call Back Pay: One and one-half (1½) hours minimum pay shall be compensated if a registered nurse is called back to work under conditions other than those described in Section 5 above at time and one-half (½).

**ARTICLE VII
RATES OF PAY**

Section 1. Successor Agreement: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a registered nurse shall be compensated according to the employee's then rate of pay until a successor Agreement is approved by the School Board.

Section 2. Basic Rates of Pay:

July 1, 2016 through June 30, 2017 – Hourly Wage = \$27.92

July 1, 2017 through June 30, 2018 – Hourly Wage = \$29.39

Section 3. Initial Placement and Longevity: The initial placement and acceptance of prior nursing experience of newly hired registered nurses on the longevity schedule shall be at the sole discretion of the superintendent/designee. A registered nurse who is initially placed or serves in the District is eligible for longevity compensation based on the schedule below. Longevity becomes effective July 1 according to a-registered nurse's anniversary date.

<u>Years of Service</u>	<u>Additional Longevity Compensation</u>
Beginning year 1 through 4	= no additional compensation
Beginning year 5 through 8	= \$1.00
Beginning year 9 through 12	= \$2.00
Beginning year 13+	= \$3.00

**ARTICLE VIII
HOLIDAYS AND PERSONAL LEAVE DAYS**

Section 1. Threshold for Holiday Pay: Registered nurses who work at least twenty (20) hours per week in a regularly scheduled position shall earn holiday pay.

Section 2. Holidays: Registered nurses who meet the threshold for holiday pay receive the following eight (8) days as paid holidays:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Memorial Day

Section 3. Personal Leave Days: Personal leave days shall be available to registered nurses who work at least twenty (20) hours per week in a regularly scheduled position and who are employed by the District as of December 31.

Limitations and conditions:

- a. Two (2) personal days per school year are awarded to each registered nurse pursuant to the definition provided in this section. The maximum number of

personal days that a registered nurse may accrue/use in a contract year is five (5). Beginning July, 2017 a registered nurse that accumulates personal leave days in excess of the total accumulation limit of five (5) days shall be compensated \$160 per day (based on an eight (8) hour work day)/twenty dollars (\$20.00) per hour for such days/hours in excess of five (5) days).

- b. Three (3) days' written notice to the supervisor is required prior to the use of a personal leave day.
- c. A personal day(s) may not be used in the first two (2) weeks of school or the last two (2) weeks of the school year unless prior written approval is received from the Director of Administrative Services/designee.
- d. If a substitute is required for the registered nurse, one must be secured prior to the awarding of the personal day.
- e. Personal leave days are awarded in .50 (half) or 1.00 (full-day) increments.

Additional Personal Day Schedule based on years of service in District 112:

Years of Service Additional Personal Leave Days

Beginning year 1 through 4 = no additional personal leave days

Beginning year 5 through 8 = registered nurse receives one (1) additional personal leave days

Beginning year 9 through 12 = registered nurse receives two (2) additional personal leave days

Beginning year 13+ = registered nurse receives three (3) additional personal leave days

**ARTICLE IX
INSURANCE AND BENEFITS**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Section 2. Eligible Registered Nurses: Only registered nurses regularly employed for thirty (30) hours or more per week in a regularly scheduled position shall receive group insurance benefits provided in this article.

Section 3. Health-& Dental Insurance: The District shall contribute the sum of four hundred dollars (\$400.00) per month (\$4800 per year) for the 2016-2017 fiscal year and four hundred dollars (\$400.00) per month (\$4800 per year) for the 2017-2018 fiscal year toward the premium for health insurance for each eligible registered nurse who elects to enroll in the District's health insurance plan. A registered nurse electing more expensive coverage than the District's contribution will pay the additional premium cost through payroll deduction.

The District shall contribute the sum of sixteen dollars and sixty-six cents (\$16.66) per month (\$200 per year) for each eligible registered nurse who elected dental insurance for the duration of this agreement. The balance of any premium costs shall be borne by the registered nurse and paid by payroll deductions.

Section 4. Long-Term Disability Insurance: The School District shall pay the full premium for coverage in the long-term disability insurance plan for eligible registered nurses.

Section 5. Life Insurance: Life insurance in the amount of \$50,000 will be provided by the District for each eligible registered nurse. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

Section 6. Claims Against the School District: Any description of insurance benefits in this article are intended to be informational only and eligibility of any registered nurse for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this article. The District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: A registered nurse is eligible for the District contribution as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 8. Insurance Coverage After Retirement: Retiring registered nurses who are enrolled in the District's insurance plans may continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the registered nurse pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the registered nurse to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the registered nurse to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

Section 9. Flex Benefit Plan: Eligible registered nurses regularly employed for thirty (30) hours or more per week in a regularly scheduled position will have access to a flex benefit plan addressing insurance, health and child care benefits.

Section 10. Professional Development Fund: A professional development fund of two hundred fifty dollars (\$250) per fiscal year (July 1-June 30) shall be provided for each registered nurse. A registered nurse may carry over her/his professional development fund into the next fiscal year, but the amount of carry-over is limited to the annual benefit (\$250). Professional development funds may be used for the following items with the approval of the registered nurse's supervisor.

- a) Conventions, seminars and workshops related to the registered nurse's position (Federal per diem guidelines shall apply).
- b) Tuition and materials for training or college courses related to the-registered nurse's position and/or advancement.

c) Dues for membership in professional organizations related to the registered nurse's position.

Section 11. Deferred Compensation Program: All registered nurses may participate in the Deferred Compensation Program through School Board approved investment providers.

Section 12. Deferred Compensation – District Matching Program: Eligible registered nurses regularly employed for thirty (30) hours or more per week in a regularly scheduled position shall be eligible for a District match according to the following schedule:

<u>Years of Service</u>	<u>Maximum Matching contribution</u>
Beginning year 1 through 3	= not eligible
Beginning year 4 through 9	= up to \$400
Beginning year 10 through 19	= up to \$600
Beginning year 20+	= up to \$800

Subd. 1. Eligible registered nurses must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible registered nurses may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 2. Registered nurses on unpaid leave may not participate in the Deferred Compensation Matching Program in the provisions of this section.

Subd. 3. The provisions of this article are subject to all limitations relating to such plans as provided by law.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All registered nurses shall be credited with nine (9) days of sick leave per fiscal year. However, if a registered nurse leaves the District without having earned on a pro rata basis, the number of sick leave days the registered nurse has used, the District shall reduce the registered nurse's final paycheck for any unearned sick leave days.

Subd. 2. Unused sick leave days, or pro rata days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per registered nurse. The yearly sick leave credit shall be in addition to the total accumulation of the available days as defined by this subdivision.

Subd. 3. Sick leave shall be allowed by the District when a registered nurse's absence is found to have been due to illness which prevented his/her performance

of duties on that day or days. Medical and dental appointments should be scheduled outside of the work day whenever possible.

Subd. 4. Sick leave pay shall be approved only upon submission of such request through the District's leave approval system.

Subd. 5. In an absence for personal illness of three (3) or more consecutive working days the District may require a registered nurse to furnish a medical certificate from the attending physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability in order to qualify for sick leave pay. The District may require a registered nurse who has taken sick leave for his/her and/or disability to furnish a fitness for duty certificate prior to the registered nurse's return to work. In the event that a medical certificate and/or fitness for duty certificate will be required, the registered nurse will be so advised.

Subd. 6. A registered nurse may use personal sick leave up to the amount accumulated for serious illness of the registered nurse, or the registered nurse's spouse or child. A registered nurse may also use sick leave not to exceed five (5) days per year for serious illness involving the registered nurse's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in the registered nurse's household. In extenuating circumstances, a registered nurse may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. A registered nurse may also use sick leave in accordance with Minn. Stat. 181.9413 (2016) as amended (see District 112 website, Human Resources for a complete description on use of sick leave).

Subd. 7. A registered nurse giving birth shall be able to use accumulated sick leave for the registered nurse's duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. A registered nurse adopting a child may use up to six (6) continuous calendar weeks/thirty (30) continuous days of accumulated sick leave and/or personal days following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. Accumulated sick leave may not be used on non-duty days. Up to ten (10) consecutive accumulated sick leave days and/or personal days may be granted to a registered nurse whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of a child. Non-duty days such as breaks, holidays and summer will be considered in the determination of the number of accumulated sick leave days and/or personal days granted for reasons of childbirth and/or adoption.

Subd. 8. When sick leave has been exhausted, the Superintendent shall be authorized by order of the School Board to grant an extended leave of absence without pay to satisfy the requirements of Public Employees Retirement Association for disability and death benefits.

Subd. 9. Eligible registered nurses (registered nurses regularly employed for thirty (30) hours or more per week in a regularly scheduled bargaining unit position) may turn in sick days at their daily rate of pay (at the time of open enrollment) to distribute among benefits (health insurance, dental insurance, supplemental life insurance, accidental death or dismemberment insurance, long term disability insurance, flex) or cash. A registered nurse who has twenty (20) days of accumulated sick leave may turn in up to two (2) future days. A registered nurse that has thirty (30) days of accumulated sick leave may turn in up to five (5) future days. A registered nurse who has sixty (60) days of accumulated sick leave may turn in up to eight (8) future days of sick leave.

Subd. 10. Any registered nurse covered by the terms of this agreement may contribute a total of two (2) days per fiscal year (July 1-June 30) of his/her accumulated sick leave and/or personal time off days, to another employee (second donated day must go to a different employee) for the following reasons:

- a) The employee receiving the donation is being placed on long term disability (LTD) and has insufficient sick leave and/or personal time off days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
- b) The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's sick leave and/or personal time off days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District 112 Human Resource Department.

Section 2. Bereavement Leave:

Subd. 1. All regularly scheduled registered nurses may be granted with supervisor approval up to five (5) bereavement days, non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave.

Subd. 2. Part-time registered nurses shall have available bereavement leave on a pro-rata basis.

Subd. 3. Should additional time away from work be needed as the result of a death, sick leave and/or personal leave may be used by the registered nurse to meet the need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Director of Administrative Services.

Section 3. Child Care/Adoption Leave:

Subd. 1. A child care/adoption leave may be granted by the District, subject to the provisions of this section, to one (1) registered nurse parent of a child, provided such registered nurse parent is caring for the child on a full-time basis.

Subd. 2. A registered nurse making application for child care/adoption leave shall inform the superintendent/designee in writing of the intention to take the leave at least three calendar months before commencement of the intended leave. An employee will also provide at the time of the leave application, a statement from the physician or adopting agency indicating the expected date of delivery or adoption

Subd. 3. A registered nurse may utilize sick leave pursuant to the sick leave provisions of the document for a child care/adoption leave.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care/adoption leave so that the dates of the leave are coincident with some natural break in the school year. The availability of a substitute registered nurse may also be considered by the District in the granting of a child care/adoption leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care/adoption leave, the District shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration.
- b. permit the registered nurse to return to employment prior to the date designated in the request for child care/adoption leave.

Subd. 6. A registered nurse returning from child care/adoption leave shall be reemployed in a position for which qualified unless previously terminated or laid off.

Subd. 7. Failure of the registered nurse to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the registered nurse mutually agree in writing to an extension in the leave.

Subd. 8. Leave under this section may be without pay or fringe benefits.

Subd. 9. An registered nurse on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance

coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

Section 4. General Leave: Request for a "leave of absence" without pay or benefits may be presented in writing to the Superintendent/designee. The administration of the District reserves the right to grant or deny such a request, at its discretion. An unpaid leave request will not be more than twelve (12) months in duration.

Subd. 1. In making a determination concerning the commencement and duration of a General leave, the School District shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration,
- b. permit the registered nurse to return to employment prior to the date designated in the request for the leave.

Subd. 2. A registered nurse returning from a general leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd. 3: A registered nurse on general leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the registered nurse to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/General Leave, long term disability insurance coverage is not available.

Section 5. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 6. Workers' Compensation:

Subd. 1. When a registered nurse is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the registered nurse and the registered nurse's regular rate of pay to the extent of the registered nurse's earned accrual of sick leave and/or personal leave.

Subd. 2. A deduction shall be made from the registered nurse's accumulated personal Leave or sick leave accrual time according to the portion of days of personal leave or sick leave which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the registered nurse only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the registered nurse by virtue of sick leave or personal leave result in the payment of a total daily, weekly or monthly compensation that exceeds the compensation of the registered nurse.

Subd. 5. A registered nurse who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or personal leave pursuant to this section shall submit his/her worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to Subds. 1-4 above.

Subd. 6. A registered nurse shall not be entitled to sick leave or personal leave benefits under this section if he/she is injured while in the employment of another employer nor shall any accrual of such sick leave or personal leave occur during the period of convalescence from the injury.

Section 7. Jury Duty: A registered nurse who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other expenses as regulated by State guidelines. To qualify for this payment, the registered nurse must return to his/her regular duties on being dismissed from jury duty.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Religious Leave: Registered nurse's shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Director of Administrative Services that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. Additional leave with pay may be granted by the Director of Administrative Services.

ARTICLE XI VACANCIES AND JOB POSTING

Section 1. Posting and Vacancies: A position vacancy is defined as one in which a position has been vacated by a registered nurse who is not returning to said position. -A temporary or substitute vacancy is defined as one in which a substitute registered nurse replaces an incumbent registered nurse who is returning to his/her position.

Subd. 1. All position vacancies will be posted for a two (2) week period. The posting time may be shortened as unexpected vacancies occur especially prior to the start of the school year.

Subd. 2. If a temporary vacancy becomes a position vacancy, it will be posted and filled in accordance with the provisions of this Agreement.

Section 2. Application for Vacancies: All registered nurses under this Agreement may submit an application for any vacancy which is posted pursuant to this article.

Section 3. Administrative Transfer: The District may transfer a registered nurse to a like position. Transfers of this nature will be discussed with the registered nurse prior to final disposition.

ARTICLE XII SENIORITY

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement concerning reduction of force.

Section 2. Date: Registered nurses shall acquire seniority upon completion of the probationary period as defined in this Agreement. The seniority date shall relate back to the date of the first day of work to a regularly assigned position as defined in ARTICLE IX above. Seniority is based on continuous employment in a registered nurse position.

Section 3. Discontinuance/Layoff of a Position/Recall and Reduction in Hours:

Subd. 1. In the event the District shall determine a discontinuance/layoff of a position is necessary, the incumbent in that position shall be provided no less than two (2) weeks' written notice.

Subd. 2. A registered nurse who has sufficient seniority to avoid a discontinuance/layoff of a position may displace the least senior registered nurse in a position of like status, i.e., like hours, benefits, responsibilities, qualifications. The registered nurse may choose to take voluntary layoff rather than follow this practice.

Subd. 3. A registered nurse on layoff shall retain his/her seniority and right to recall to a position for which he/she is qualified in seniority order for a period of one (1) year after the date of layoff. Registered nurses on recall will be notified of open positions during this one (1) year period. Registered nurse on recall must leave a current mailing address and phone number with the Human Resources Office to assure such notification.

Subd. 4. If a registered nurse on layoff is not available at the address or phone number provided, he/she must contact the Human Resources Office at least once every three (3) business days during the layoff period. Failure to comply will count as a refusal.

Subd. 5. During this one (1) year period, the District has the right to recall a registered nurse to an open position of like status as defined in Subd. 2 above for which he/she is qualified. The registered nurse has the right to refuse one (1)

recall. Such a refusal shall not impact the one (1) year recall period. A second such refusal shall terminate the registered nurse's recall rights. If a position has been offered, the registered nurse has forty-eight (48) hours to notify the Human Resources Office in writing.

Subd. 6. In the event the District shall determine a reduction of hours of a position is necessary, the incumbent in that position shall be provided no less than two (2) weeks' written notice.

Section 4. Seniority List: The District shall publish a seniority list by December 1 or as soon thereafter as possible.

Subd. 1. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the Director of Administrative Services.

Subd. 2. In the event two (2) or more registered nurses share the same seniority date, the tie shall be broken by the last four (4) digits of the social security number (higher the number, higher the seniority number). Once the tie is broken, the relative seniority ranking shall remain constant for the duration of the affected registered nurse's term of employment.

Subd. 3. Within twenty (20) days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall be prepared by the District.

Section 5. Voluntary Termination: In the event that a registered nurse voluntarily terminates employment and is subsequently reemployed by the District as a registered nurse with a time period of no greater than twelve (12) months after the date of termination, the registered nurse may, at the discretion of the District:

- a. be reinstated without loss of seniority or benefits and the years of service credit earned and accumulated as of the date of voluntary termination.
- b. be reinstated without having to serve a new probationary period notwithstanding any other provision to the contrary.
- c. be reinstated to a similar vacant position but not to displace any other bargaining unit member.

ARTICLE XIII
PROBATIONARY PERIOD/DISCIPLINE/DISCHARGE/RESIGNATION

Section 1. Probationary Period:

Subd. 1. A registered nurse in a regularly scheduled position under the provisions of this Agreement shall serve a probationary period not to exceed one hundred and twenty (120) working days of continuous service in the District.

Subd. 2. During this probationary period, the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such registered nurse. During this probationary period, the registered nurse shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned.

Subd. 3. A probationary registered nurse shall have the right to bring a grievance on any other provision of the Agreement alleged to have been violated.

Subd. 4. Registered nurses serving in a temporary or long-term substitute position shall be subject to the provisions of this section if a regular position is assumed even if their temporary term of employment exceeds one hundred and twenty (120) days.

Subd. 5. A registered nurse who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. A registered nurse who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 2. Employee Discipline:

Subd. 1. The District shall have the right to impose discipline on non-probationary registered nurses. Discipline may consist of a verbal warning, written warning, suspension without pay, and termination. The District reserves the right to impose discipline at any level as it determines on the circumstances surrounding the situation. The causes for discipline include but are not limited to:

- a. Unsatisfactory job performance
- b. Stealing
- c. Intoxication or using mood altering chemicals on the job
- d. Insubordination
- e. Failure to report to work without proper notification
- f. Misuse of benefits defined in this Agreement
- g. Misuse of the leave provisions of this Agreement, and
- h. Violation of any District policy.

A meeting between the registered nurse and District representative would usually precede discipline.

Subd. 2. A meeting between a non-probationary registered nurse and his/her supervisor during which a written warning is presented to the registered nurse will entitle the registered nurse to be informed of his/her right to have Association representation present.

If the registered nurse requests the presence of an Association representative, the District will honor the request.

No more than two (2) Association representatives may be present.

Any registered nurse receiving written notification of unsatisfactory job performance may be suspended or terminated if the deficiencies in performance are not rectified within a reasonable length of time.

Subd. 3. A registered nurse may be suspended without pay or terminated for good and sufficient reason. Any such suspension or termination is subject to the grievance procedure.

The suspension or termination shall take effect upon receipt by the registered nurse of the written notice from the Superintendent/designee. The suspension or termination shall continue to be in effect for the time period provided in the written notice or as otherwise decided by the School Board.

Subd. 4. At the time that the written statement of suspension or termination is issued to the registered nurse, he/she will be notified that he/she may make a written request for a hearing before the School Board to review the suspension or termination. This written statement requesting a hearing must be made to School Board within ten (10) days after the receipt of the notification of suspension or termination. If no hearing is requested within the ten (10) day period, it shall be deemed acquiescence by the registered nurse to the suspension or termination.

After a hearing before the School Board, the Board shall have five (5) days to either reverse and set aside the suspension or termination or uphold the suspension or termination.

If the suspension or termination is reversed, the employee shall be reinstated and compensated for salary lost during the period suspension or suspension.

If the suspension or termination is upheld, the registered nurse shall have the right to invoke the grievance procedures set forth in the Agreement at the arbitration level. In order to move to arbitration, the registered nurse must provide written notification of the intention to do so to the School Board or Superintendent within five (5) days after receipt of the School Board's decision following the hearing.

Section 3. Resignation: When a registered nurse wishes to terminate his/her employment, he/she shall give a two (2) week notice to the Human Resource

department. The written notice shall state the reason for the resignation and also state the last day of employment.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: The word "grievance" shall mean a-written allegation by a-registered nurse resulting in a dispute or disagreement between the registered nurse 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.

Section 2. Representation: The registered nurse, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Time limits specified in this Agreement may be extended by written mutual agreement.

Subd. 2. Reference to the word "days" regarding time periods in this procedure shall refer to working days. The term "working day" is defined as all weekdays not designated as holidays by state law.

Subd. 3. In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which designated period of time begins to run shall not be included.

Subd. 4. In filing or service of any notice or document required by this agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the first event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the registered nurse and the School District's designee.

Section 5. Resolution of Grievance: The School District and the registered nurse shall attempt to resolve all grievances which may arise during the course of employment within the School District in the following manner:

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

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 five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent/designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent/designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board reviews a grievance under this section, the Board reserves the right to affirm, reverse or modify such decision. 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 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided in this article shall constitute a denial of the grievance and the registered nurse may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the registered nurse and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined below:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 above.

Subd. 2. 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. Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 the Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within thirty (30) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternatively strike names, and the remaining name shall be the arbitrator to hear the grievance. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided in this article shall constitute a waiver of the grievance.

Subd. 4. Upon appointment of the arbitrator, the Association shall, within five (5) days after notice of appointment, forward to the District submission of the grievance which shall include the following:

- a) the issues involved;
- b) statement of the facts;
- c) position of the grievant;
- d) the written documents relating to Section 5 above

If, upon review of the material submitted above, the position of the Association is unclear to the District, the District may request clarification of the Association's position.

The District may make a similar submission of information relating to the grievance either before or at the time of hearing.

Subd. 5. 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, and 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 arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decisions by the arbitrator in cases properly brought before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A.

Subd. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and the cost of the transcript or recordings if the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. 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 contained in this 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 this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**ARTICLE XV
MISCELLANEOUS**

Section 1. Pay Dates: Pay dates shall be on the fifteenth (15th) and last day of each month. The timing of the payment of wages is governed by state law Minn. Stat. § 181.101.

Section 2. Direct Deposit: All registered nurses shall be paid through direct deposit.

Section 3. Per Diem and Mileage Reimbursement:

The District shall reimburse registered nurses for eligible per diem business and mileage expenses incurred as a result of performing job related responsibilities. Reimbursement shall be consistent with District School Board policy.

**ARTICLE XVIII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement will remain in full force and effect for a period commencing on July 1, 2016 through June 30, 2018 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement, at its expiration, it should give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.


Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District 112 and the Association. The provisions of this agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District polices, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

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


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

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

Registered Nurses of District 112




Sarah Prescher
Negotiator



Deb Kelly
Negotiator

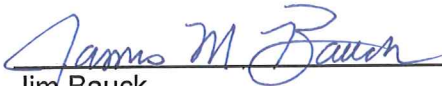
School District



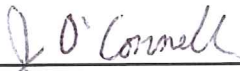
Lisa Anderson
School Board Chair



Tim Klein
School Board Clerk



Jim Bauck
Superintendent



Jim O'Connell
Director of Administrative Services

Board Approval: November 14, 2016