

NURSES CONTRACT



Between the Board of School Trustees of

FORT WAYNE

COMMUNITY SCHOOLS

1200 South Clinton Street

Fort Wayne, IN 46802-3594

and

FORT WAYNE

NURSE ASSOCIATION

July 1, 2022– June 30, 2026

CONTRACT
BETWEEN THE
BOARD OF SCHOOL TRUSTEES
OF
FORT WAYNE
COMMUNITY SCHOOLS
1200 South Clinton Street
Fort Wayne, IN 46802-3594
AND
FORT WAYNE NURSE ASSOCIATION

July 1, 2022 – June 30, 2026

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Preamble

This Contract is entered into by and between the Board of School Trustees of the Fort Wayne Community Schools, hereinafter called the "Board," and the Fort Wayne Community Schools Nurses Association, hereinafter called the "Association." The following Contract covering wages, wage-related fringe benefits, and other mutually agreeable areas has been developed through negotiations between the Board and its representatives and the Association and its representatives.

Definitions

1. FWCS Fiscal Year = July 1 to June 30
2. Probationary period = the period of time beginning on a newly-hired employee's first day of work and ending when the employee has satisfactorily passed evaluation by their unit head

Article 1: Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for employees in the unit defined as nurses for the purpose of bargaining.

Article 2: Grievance Procedure

A. Definition

1. A grievance is an alleged violation of an express provision of this Contract, intended by the parties as a limitation of the Board's power and authority to establish the terms and conditions of employment.
2. A grievance, to be eligible for consideration, must state the specific Contract language allegedly not followed by the Board and the relief sought.

B. Process

1. Within ten (10) calendar days of the alleged Contract violation, the grievance shall be signed by the aggrieved employee and submitted in writing to the unit head.
2. If the grievance is not resolved by the response of the unit head, the aggrieved employee may appeal to the Director of Human Resources or his or her designee by submitting, within five (5) calendar days of receipt of the unit head's response, a request for appeal.
3. If the grievance is not resolved, the aggrieved employee may request appointment of an independent hearing officer (IHO) to hear the grievance; such appeal must be filed within five (5) calendar days of receipt of the response of the Director of Human Resources or his or her designee.
4. The IHO shall thereafter hear the grievance and make a decision as to its validity; the decision of the IHO shall be final so long as it is based on specific Contract language. The IHO has no authority to add to, subtract from, or otherwise deviate from specific Contract language. Any costs or fees of the IHO shall be borne equally by the parties.

C. General

1. The time limits specified by this Article must be strictly observed, but may be modified by mutual agreement of the parties.
2. Failure by the aggrieved employee to file or appeal within the time limits shall result in the grievance being resolved by the answer in the previous step.
3. This process is the sole remedy of an employee for an alleged contract violation.
4. A grievant may be represented by an Association representative in the grievance process.

Article 3: Absence and Leave

A. General Provisions

Employees needing to be absent for reasons set forth in this Article shall notify their unit head and specify the category and length of the leave in order that coverage may be obtained.

Employees shall not have any leave days deducted when the District is closed by the Superintendent.

All leave must be taken in four or eight hour increments.

Fort Wayne Community Schools complies with the provisions of the Family and Medical Leave Act and all employees are covered by the Indiana Worker's Compensation Act.

B. Personal Illness

Nurses are allowed up to eighty (80) personal illness hours (10 days) per fiscal year of employment. Unused personal illness hours may be carried over to the next fiscal year and shall accumulate to a maximum of nine-hundred-sixty (960) hours (120 days). New nurses shall be allowed up to eighty (80) hours (10 days) if his/her first date of employment is prior to January 1 (Employment date is July 1 through December 31). New nurses employed after January 1 shall be allowed up to forty (40) hours (5 days) in the first fiscal year of employment (Employment date is January 1 through June 30).

C. Family Illness

Nurses shall be entitled to twenty-four (24) hours (3 days) per year for illness in his/her family. Unused family illness hours may be carried over to the next school year and shall accumulate to a maximum of seventy-two (72) hours (9 days).

An employee who has used all family illness hours/days shall be allowed to use two personal illness hours/days to accommodate family illness. Such requests shall be directed to the Health Services Supervisor.

D. Personal Business

Nurses shall be entitled to sixteen (16) hours (2 days) of paid absence each fiscal year for the transacting of business affairs and/or the conduction of personal or civic affairs. ~~Approval must be obtained from the unit head and s~~
Said days shall not be granted to extend a holiday or vacation period. Unused personal business days shall, at the end of the fiscal year be credited to

cumulative sick leave. Personal business days may only be taken in four (4) or eight (8) hour (1/2 or 1 day) increments.

E. Bereavement

Nurses that have passed their probationary period and who are absent due to a death in their family shall be allowed up to forty (40) work hours (5 work days) of bereavement leave. Such hours will normally begin immediately following the death, but may be taken within a sixty-day period following the death.

For the purposes of bereavement leave only, family shall be defined as an employee's:

- spouse,
- children (including children of whom the employee has legal guardianship),
- step-children,
- parent,
- step-parent
- grandparent,
- grandchild,
- brother/sister,
- step-brother/step-sister
- parents-in-law,
- brother-in-law/sister-in-law
- grandparent-in-law

Twenty-four (24) hours (3 work days) shall be allowed per fiscal year for the death relatives not included in the definition of family above.

F. Court Responsibilities

Nurses who are called for jury duty will receive regular pay.

A nurse that is subpoenaed as a witness by a third party for a work related matter, shall receive regular pay, except those subpoenaed by the Association in a suit against the Board.

G. Pay for National Guard or Reserve Duty

All employees of the Fort Wayne Community Schools who are members of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training. Such an employee shall be paid at a regular rate of pay for a period not to exceed one hundred-twenty (120) calendar hours (15 calendar days) each year. It shall be the obligation of the employee to furnish acceptable evidence of

training time and payment therefore to the payroll department and to reimburse the District for payment.

H. Pregnancy and Parental Leave

a. Childbirth

1. Paid leave for childbirth

- i. Pregnancy of the employee. Pregnancy of the employee is considered a period of temporary physical disability entitling the employee to use their accumulated personal illness or personal business hours for paid leave.
- ii. Birth of an employee's child. For the birth of an employee's child, up to five days paid leave shall be available to an employee immediately following the birth of the employee's child.

b.

1. Unpaid leave for childbirth. When employees have used all of their accumulated personal illness, family illness, and personal business hours, they are entitled to unpaid leave as required by FMLA. The Board complies with all applicable provisions of the FMLA. Male and female employees have the same right to take FMLA leave to bond with their child, but it must be taken within one year of the child's birth and must be taken as a continuous block of leave. FMLA provides up to twelve weeks (60 business days) of unpaid, job-protected leave per year for qualifying employees after their first year of employment with FWCS if they worked at least 1250 hours during their first year.

c. Adoption

1. Paid Leave for Adoption. Employees may use their accumulated personal business hours for paid leave for the adoption of his or her child. Additionally, employees are eligible for up to 40 hours of paid leave for adoption after they have used their personal business hours.
2. Unpaid leave for Adoption/Foster Parenting. When employees have used all of their accumulated personal business hours and paid adoption leave, they are entitled to unpaid leave as required by FMLA. The Board complies with all applicable provisions of the FMLA with respect to the adoption/foster parenting of an employee's child.

I. Association Days

The Association shall be afforded twenty-four hours (3 days) each year to be used for joint lobbying with Fort Wayne Community Schools and/or for official Nurses Association business. These days can only be used by the Association officers and/or designee(s) for conducting lobbying business. These days do not accumulate and cannot be used in conjunction with any individual absences. Advanced approval must be granted by the Director of Human Resources.

J. Paid Professional Leave

The Board will allow, upon approval by the unit head, two (2) paid days each fiscal year per employee for Professional Enrichment of the employee. These days must be scheduled at least thirty (30) calendar days in advance, if possible, of the absence; and a response shall be provided to the employee within fourteen (14) calendar days of the employee's request. The employee must provide verification of his/her attendance at the professional conference(s), meeting(s), or workshop(s).

Article 4: Insurance

A. General Statement

The exact benefits provided and effective dates of group coverage under insurance plans are set forth in the insurance policies and individual booklets, which become a part of this Contract booklet by reference.

B. Group Health Benefits

1. A full-time employee is eligible to receive group health benefits provided by the benefit plans of the Corporation. Those employed as of December 31, 2011 may continue in the current PPO plan (the "Buy-Up Plan"). Those employed after December 31, 2011 may enroll in the corporation's revised PPO plan (the "Core Plan") or in the Corporation's High Deductible Health Plan (the "High Deductible Plan"). The Corporation shall pay 80% of the cost of the Core Plan. The balance of any cost shall be paid by the employee.
2. Employees and eligible dependents on the Comprehensive Major Medical plan will also have use of the two FWCS Health and Wellness Centers. The clinics offer appointments with a doctor, physician assistant or nurse practitioner for health issues, blood draws, prescription refills and wellness coaching.
3. In the event two employees are married and both spouses are employed by FWCS and eligible for health benefits, they are ineligible for single plans and must select one employee/spouse or employee/family plan.
4. An annual open enrollment period will be held each fall based on Affordable Care Act (ACA) requirements.
5. The child of an employee who is retired shall be eligible to continue coverage in the Core Plan or High Deductible Plan at his/her own expense through COBRA until said child is ineligible for coverage.
6. Eligible family members of deceased employees shall have the option of continuing in the Core Plan or High Deductible Plan at his/her own expense through COBRA until coverage eligibility ends.
7. The spouse of a retired employee shall be eligible to continue in the Core Plan or High Deductible Plan at his/her own expense until eligible for Medicare.
8. Spouses of employees hired after January 1, 2014, who are eligible for health insurance coverage from their own employer are not eligible for Corporation group health benefits.

C. Group Term Life Insurance

Each full-time employee shall receive convertible term life insurance in the amount of one and one-half (1.5) times the employee's yearly salary as specified in Article 6, Compensation, Section A, with the cost borne by the Board. Such term life insurance shall include accidental death and dismemberment; and in the event of accidental death, the benefit shall be double the specified amount.

D. Liability Insurance

1. The Board shall provide comprehensive general liability insurance for both bodily injury and property damage covering all employees while performing normal work assignments. The Board purchases liability insurance for all owned, non-owned, and hired vehicles including the employee's vehicle used for travel between work location for accidents for which they may become liable and such liability shall be secondary coverage. In the event that the employee's personal liability coverage does not provide needed coverage for a claim, the Board's insurance shall become primary.
2. The Board shall provide liability insurance for any nurse who, in the course of his/her employment obligations, transports students, including members of athletic teams, in the nurse's private motor vehicle.

E. Insurance While on Extended Leave

An employee on an extended leave granted by the Board shall be afforded the opportunity to continue participation in any insurance program for which he/she was entitled as an employee prior to the commencement of said leave at the employee's own expense through COBRA, unless the insurance carrier objects to such a procedure.

F. Section 125 Flexible Benefit Plan

1. Section 125 Flexible Benefit Plans shall be offered to all bargaining unit members on a yearly basis in compliance with Internal Revenue Service regulations. The Administration shall, through payroll deduction, assure this option.
2. The amount paid to the Public Employees' Retirement Fund (PERF) for each employee covered by the Public Employees' Retirement Fund and who participates in Section 125 shall be based on the employee's gross earnings before the Section 125 deductions are made and shall not cause such employee's PERF contributions to be reduced as a result of participation in Section 125.

G. Employee Assistance Program

The Employee Assistance Program will be available to all employees and their eligible dependents. The Program shall be evaluated annually. Additional information regarding the Program is available through Human Resources

H. Disability Insurance

The Board shall provide a group disability insurance policy, which shall be available for each full-time employee. Short-term disability benefits will begin after the greater of thirty (30) calendar days from the date of injury/disability or the exhaustion of all paid leave and will continue until the employee is able to return to work or up to a maximum of nine (9) weeks. Benefits will be two thirds (2/3) of the employee's weekly salary, up to a maximum payment of \$750 per week.

Long-term disability benefits will begin after ninety (90) calendar days and continue until the employee is able to return to work, or up to a maximum of two (2) years. Benefits will be two-thirds (2/3) of the employee's monthly salary, up to a maximum payment of \$3,250 per month.

The Board shall pay the full premium for each participating employee.

Benefit provisions are outlined in a separate insurance booklet.

Article 5: Retirement

A. Retirement Savings 401(a) Annuity Plan

The retirement match is suspended and will only be available when it is included in the Board approved budget.

B. Public Employees' Retirement Fund

1. All eligible employees shall be included in the Public Employees' Retirement Fund (PERF) Program. New employees must begin to participate in Public Employees' Retirement Fund when initially employed. If the new employee has been covered previously under Public Employees' Retirement Fund, he/she must participate immediately upon being employed.
2. The Fort Wayne Community Schools shall pay, in the employee's name, the three percent (3%) employee PERF contribution required of the employee by statute commencing January 1, 1993.

C. Early Retirement

An employee retiring prior to Medicare eligibility shall be eligible to continue participation (family or single) in health and medical insurance (specified in Article 4, Insurance, Section B) at his/her own expense

D. Buy Out of Retirement Benefits

This benefit only applies to employees who received the buyout of severance benefits under a prior agreement. The school corporation established a qualified retirement plan as described in Section 401(a) of the Code. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

1. The amount calculated for each employee will be invested in a separate account. Each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.
2. Until such time that an employee has retired and satisfied the eligibility requirements set forth by PERF, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
3. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth by PERF, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts

shall not be returned to the school corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner determined by the Actuary.

The 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- i. Employees who have forfeited their 401(a) plan accounts in the same year.
- ii. Employees who previously forfeited their 401(a) plan accounts;
- iii. Employees who have attained age sixty (60) and terminated employment in or before the year of the reallocated forfeiture.

Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to begin distributions from his or her 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his or her 401(a) plan account.

Article 6: Compensation

A. Salary Schedule

	7/1/22 to 6/30/23
1	\$43,470
2	\$44,424
3	\$45,368
4	\$46,328
5	\$47,265
6	\$48,226
7	\$49,175
8	\$50,123
9	\$51,422
10	\$52,753
11	\$54,084

Forty hours per week – 190 days for pay computation.

*Travel/Mileage allowance = \$1040.00

B. Step Placement

Initial step placement shall be determined at the time of employment at the discretion of the unit head after consultation with the Association President.

C. Increments

Annual increments are granted July 1. Employees who have not reached the top step (Step 10) are subject to the following restrictions:

- a. A new employee whose first workday is July 1 through December 31 will move to the next step of the salary schedule the following/next July 1. Example: First day worked is September 1, 2018. Your first step increase will happen July 1, 2019.
- b. A new employee whose first workday is January through June 30 will move to the next step July 1 of the following calendar year. Example: First day worked is March 20, 2019. Your first step increase will happen July 1, 2020.

D. Classification Change

An employee who changes classification shall be placed on the same step number as held in the previous classification and shall be granted future increments on each July 1 until the employee reaches the top step (step 11).

E. Registration

Nurses working Registration will be paid for four hours preparation at regular hourly rate.

F. Two-Year License Renewal

Nurses will be reimbursed for their two-year license renewal up to \$60.00.

Article 7: Employee Hours and Working Conditions

A. Probationary Period

Newly hired employees shall be considered probationary for the purposes of evaluation for a minimum period of sixty (60) workdays up to a maximum of ninety (90) workdays as determined by the unit head. Newly hired employees are ineligible for benefits during their probationary period with the exception of PERF and Group Health Insurance Benefits.

B. Duration of Work Year

All employees shall be scheduled to work five (5) days before school opens in addition to the regular school year, except for two (2) teacher professional development days, which will be considered no work/no pay days. All nurses will work the day after the last student day of the school year.

C. Additional Work

In the event additional work is offered prior to and/or after the work year involving a specific school(s), said work shall be offered through Health and Wellness as follows, in order of priority:

- a. to the employee assigned to the affected school(s),
- b. to the employee with the greatest seniority.

Compensation for any such additional work prior to and/or after the work year shall be an hourly rate determined by dividing the employee's current salary step by 1520 hours and paid within thirty-five (35) calendar days following such work.

D. Work Week

The workweek shall consist of forty (40) hours, Monday through Friday.

The workday shall consist of eight (8) consecutive hours commencing no earlier than 7:00 a.m. and ending no later than 4:30 p.m. with the exact schedule approved by the Director, Health and Wellness with a minimum of thirty (30) consecutive minutes for lunch.

E. No-Work Vacation Period

As reflected within the school calendar, all days occurring within spring vacation and winter vacation shall be no-work days.

F. Travel Time

A minimum of fifteen (15) minutes travel time shall be allowed for travel between each school. Travel time shall be counted as time worked and included in the employee's workday. The employee shall be covered by Workers' Compensation insurance during such travel.

G. Mileage Allowance

An employee whose work assignment involves more than one (1) school shall be paid the yearly mileage allowance as reflected in Article 6: Compensation, Section A.

H. Pay Schedule

Each employee shall have the option of year-round pays or school year pays.

I. Conferences, Meetings and Workshops

1. Expenses for conferences, meetings, and workshops shall be provided for as approved by the Director of Health and Wellness.
2. The parties shall meet prior to September 1 of each year to determine the availability of funds and the procedures to be used for the allocation of such funds.
3. Based on the availability of funding, the employee is eligible for reimbursement of appropriate conference, meeting and workshop expenses. Additionally, reimbursement for continuing education, not to include college credit hours, shall be up to two hundred dollars (\$200.00) per fiscal year per employee. The established meal allowance for employees shall be in accordance with the Fort Wayne Community Schools Travel Guidelines.

J. Emergency Closing of Schools

Employees will be paid for all canceled work days. In the event the canceled work day(s) is rescheduled, employees previously paid for said canceled work day(s) shall work the rescheduled day(s) without additional compensation. Pay for canceled work days will be deducted from the employee's last pay if the employee quits prior to the rescheduled day(s) or if the employee fails to work the reschedule day(s). Pay shall not be deducted if the employee is unable to work and qualifies for paid leave for the reschedule day(s) in accordance with Article 3: Absence and Leave; however, such paid leave shall not result in additional compensation for such employee. Any rescheduled workday occurring on a paid holiday shall not affect the employee's holiday pay.

K. School Delays/Early Dismissals

If the start of a school day is delayed, or if a school day for students is ended early, the employee's workday shall be adjusted accordingly without loss of compensation.

L. Uniform Allowance

Each nurse shall be reimbursed of up to one hundred dollars (\$100) per fiscal year toward the cost of lab jackets and/or other appropriate clothing including work-related shoes. Receipts of purchase will be required and may be submitted to the Director of Health and Wellness.

Article 8: Paid Holidays

1. The following paid holidays for the calendar year apply to each employee who has passed his/her probationary period. Presidents' Day* shall be substituted as a paid holiday during any calendar year when Good Friday occurs during Spring Break.
2. If a holiday occurs on a Saturday, for purposes of this Contract, Friday becomes the holiday. If a holiday occurs on a Sunday, for purposes of this Contract, Monday becomes the holiday.
3. The number of paid holidays listed below shall not change due to such days being scheduled student attendance days. If the specific day on which the paid holiday is to be celebrated, in accordance with the preceding paragraph, is a scheduled student attendance day, then the Association members will work the holiday and after consultation with the Association, the specific day celebrated shall be changed to a day, which is not a scheduled student attendance day.

HOLIDAYS

Martin Luther King Jr. Day	Labor Day
President's Day*	Fall Break
Good Friday**	Thanksgiving
Memorial Day	Friday after Thanksgiving
Day Prior to Thanksgiving	

*President's Day will be substituted as a paid holiday if Good Friday occurs during Spring Break. If Presidents' Day is used as a snow make-up day, nurses will be allowed to have a "floating holiday." The "floating holiday" may be used at any time after obtaining approval from the unit head.

**Good Friday will be observed as a paid holiday in the years when it occurs outside Spring Break.

Article 9: Effect and Term of Contract

A. Copies

The Board agrees to supply at Board expense six (6) copies of the Contract for original execution by the parties (three [3] for each) and in addition, the Board shall reproduce forty-five (45) copies of the Contract in booklet form at its sole expense for Association distribution to employees of the unit.

B. Effect of Master Contract

- a. The Board and Association agree that the terms and conditions set forth in this Contract represent the understanding and the commitment between them for the duration of this Contract. Only with the mutual consent of both parties can the negotiation process be reopened to alter or change this Contract during its duration.
- b. Any contract between the Board and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Contract.
- c. Should any Article or portion thereof be declared illegal by a court of competent jurisdiction or be in conflict with any state or federal statute or regulation that has the effect of statute, such Article or portion thereof shall be deleted from the Contract to the extent it violates the law but the remainder of this Contract shall remain in full force and effect.
- d. This Contract shall supersede any policies or procedures of the Board which shall be contrary to or inconsistent with its terms.
- e. Nothing of this Contract abrogates the rights of the individual under existing laws.
- f. By entering into this Contract, all prior agreements of any nature whatsoever are hereby terminated and are of no force or effect, the parties having had the right to present any and all issues in bargaining prior to this agreement.

C. Term of Master Contract

1. This Contract shall be effective on July 1, 2022 and shall continue in effect through June 30, 2026. Provided, however, that it shall reopen exclusively for negotiation of wages on or before June 30, 2023, and again on or before June 30, 2025.

2. This Contract is made and entered into at Fort Wayne, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of the Fort Wayne Community Schools Corporation and the Fort Wayne Community Schools Nurses Association. This Contract is so attested to by the parties whose president and designated members' signatures follow.

Fort Wayne Nurses Association

By: [Signature]
Its President

By: [Signature]
Its Secretary

By: [Signature]
Its Chairperson
Negotiations Committee

Board of School Trustees of Fort Wayne
Community Schools

By: [Signature]
Anne Duff
Its President

By: [Signature]
Rohli Booker
Its Secretary

By: [Signature]
Dr. Mark Daniel
Its Superintendent

By: [Signature]
Charles Cammack, Jr.
Its Chief Operations Officer
Negotiation Committee

By: [Signature]
David Amen
Spokesperson
Negotiation Committee

Dated this 13th day of June, 2022.