

Nurses

Section 1. Unit Determination. This guideline applies to all Nurses. For the purposes of this guideline, the term "Nurse" means a registered nurse licensed in the State of Indiana and "Healthcare Aide" means a licensed practical nurse licensed in the State of Indiana.

Section 2. Evaluation. Each Nurse's performance will be evaluated by the building administrator. The evaluation will be signed and dated by the Nurse. The evaluation, and the Nurse's written response to the evaluation, will be placed in the Nurse's personnel file.

Section 3. Work Year. The following work days/year are established:

Nurses will work 188 days per school year beginning with the 2012-13 school year - the number of days students are actually in attendance plus five (5) days, plus one (1) day floating (either before or after the school year) scheduled by mutual agreement between the Nurse and the building administrator, and two (2) training/in-service days scheduled on days students are not in attendance. Five (5) additional days shall be added to the work year for all high schools. Additionally, one day will be added for mandatory district training.

On days schools are cancelled due to inclement weather prior to the start of the Nurse's regular work day, the Nurse may work up to four (4) hours, at the Nurse's discretion. On days the student attendance day is shortened due to inclement weather or other emergency, the Nurse may, at the Nurse's discretion, work either the Nurse's regularly scheduled hours or the hours of student attendance. On late arrival or early dismissal collaboration days, the Nurse may, at the Nurse's discretion, work either the Nurse's regularly scheduled hours or the hours of student attendance. On student make-up days, Nurses will be assigned their normal hours.

Section 4. Work Day. The normal hours/day for each position will be determined by the Human Resources Department prior to the start of the school year. The building administrator will designate the hours for the beginning and ending of any work day. A building administrator may modify any established work day upon twenty-four (24) hours notice to the Nurse.

Section 5. Extra Hours/Overtime. One and one half times the regular straight time hourly rate will be paid for any hours over forty (40) hours in a single work week. Nurses requested to work extra hours either immediately prior to, or immediately after, the Nurse's normal work day will be paid at the Nurse's regular straight time hourly rate for any additional hours up to eight (8) hours per day.

Section 6. Personal Illness Leave. A Nurse with at least one year's service will be credited with ten (10) days new personal illness leave each fiscal year (July 1 - June 30). Unused personal illness leave will accumulate on a yearly basis to a total of ninety-eight (98) days. Personal illness leave may be used because of illness, disability, medical appointments or quarantine that substantially prevents the Nurse from carrying out the Nurse's duties. For Nurses hired prior to January 1, 2006, unused personal illness days in excess of the maximum number of personal illness days will be credited to the Nurse's Supplemental Retirement Account and will be unavailable for use for regular personal illness leave.

During the first year of employment, personal illness leave eligibility will be based on a rate of one (1) day per month up to a maximum of ten (10) days. During the first year of employment, a Nurse may use personal illness leave as needed up to the Nurse's maximum eligibility without loss of compensation.

Personal illness leave may be taken in one-half (1/2) day units. One day's pay will be the Nurse's regular straight time hourly rate times the number of hours the Nurse is regularly scheduled to work. Personal illness leave will not be paid where social security, state or any other insurance benefits are payable. Misuse of personal illness leave will result in disciplinary action.

Section 7. Family Illness Leave. If an employee's spouse, child, stepchild, parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, grandchild or another person living in the employee's household as a part of the family suffers from an illness and that illness calls for the employee to be absent from work, he/she will be permitted up to three (3) days off with pay per year. These days are non-accumulative from year to year (July 1-June 30). A Nurse may elect to use ten (10) days of accumulative personal illness leave for family illness. One (1) day's pay will be the Nurse's regular straight time hourly rate times the number of hours the Nurse is regularly scheduled to work.

Section 8. Personal Leave. A Nurse with prior approval of the building administrator/immediate supervisor, will be allowed three (3) working days off per year (July 1 - June 30) with pay for personal leave. Personal leave days unused in any one school year (July 1 - June 30), may be carried over to the following school year, except that no more a total of two (2) days may be accumulated from earlier school years to use as personal leave, so that the maximum total personal leave available in any one year (July 1 - June 30) would be five (5) days. If an unused personal leave day cannot be carried over as a personal leave day, it will be added to the Nurse's accumulated personal illness leave days. Personal leave may be taken in one-half (1/2) day units. One (1) day's pay will be the Nurse's regular straight time hourly rate times the number of hours the Nurse is regularly scheduled to work. Personal days must be used prior to requesting unpaid days.

Section 9. Bereavement Leave. For the death of a spouse, child, step-child, parent, parent-in-law, step-parent, brother, sister, grandchild or a person living in the Nurse's home as part of the family, a Nurse will be allowed five (5) days off with pay per death. The five (5) days must be taken within two (2) calendar weeks of the day of death. Under special circumstances the two (2) calendar week window may be extended with approval of the Director of Human Resources.

For the death of a grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, a Nurse will be allowed three (3) days off with pay per death. The three (3) days must be taken within one (1) calendar week of the day of death.

One (1) work day with pay per death, prior to, or the day of, a funeral will be allowed for members of the Nurse's family, not included above.

One (1) day's pay will be the Nurse's regular straight time hourly rate times the number of hours the Nurse is regularly scheduled to work.

Section 10. Legal Leave. Each employee who is subpoenaed to appear in court on behalf of the EACS Corporation during any work day shall receive full compensation for the time absent from work. Legal leave only applies to scenarios in which employees are representing the EACS Corporation on official business. Each Nurse who is called to jury duty during any one work day, will receive the difference in pay for time lost and the amount received as jury pay. When a Nurse is released from jury duty before the end of the Nurse's work day, he/she must report to his/her work assignment for the remainder of the work day.

Section 11. Unpaid Leave Of Absence. The Board, where unusual circumstances warrant, may grant a Nurse a leave of absence without pay upon written request and upon good cause being shown for a period not to exceed one (1) year. A Nurse returning to work, after a Board-approved leave, will be returned to the Nurse's former job, if such position exists. If the Nurse's job no longer exists, the Nurse will have the reassignment rights outlined in Section 20. An eligible Nurse is not required to use the Nurse's available paid leave in Family and Medical Leave Act (FMLA) leave situations.

Section 12. Time Off Without Pay. Each Nurse's request for time off without pay will be considered on an individual basis according to the situation. Nurses wishing to request time off without pay must do so in advance, unless it is an emergency and unforeseen, with a full explanation regarding the request. The request should be submitted to the Nurse Coordinator for initial approval. Requests will then be forwarded to Human Resources and the Superintendent for approval. All requests are submitted to the Board for final approval.

The failure on the part of any Nurse to comply with this regulation shall be considered an act of insubordination and appropriate disciplinary action will be taken.

Section 13. Insurance. The Corporation will provide a plan of group insurance for Nurses and their dependents. Nurses that are classified as full time in accordance with the Affordable Care Act are eligible to participate in Corporation group health insurance programs listed below.

The plan for eligible Nurses will consist of:

1. A Comprehensive Hospital/Medical Program.
2. A Vision Care Program.
3. A Prescription Program.
4. A Dental Insurance Program.
5. A Group Life Insurance Program.

The manner in which these benefits are provided, the benefits levels to be provided, and the deductible and co-pays to be charged, will be a matter of Corporation discretion.

1. The same contribution level paid by the Corporation for Administrators Group Health insurance for Employee only, Employee plus spouse, employee plus child(ren), or Family coverage.

All Nurses are eligible for group life insurance coverage regardless of date of hire or hours worked. Nurses eligible for group health insurance coverage may select life insurance coverage without selecting group health insurance coverage.

Continuation of health insurance coverage upon separation from Corporation employment will be governed by COBRA rules and regulations and state law requirements. Continuation of health insurance coverage after retirement, at any age, will require the retiree to pay the full cost of the selected coverage level. Those employees leaving employment, because of retirement, may remain part of the group plan by paying the full premium. However, coverage under the EACS plan will terminate on the last day of the month in which the member (retired employee or dependent spouse) becomes eligible for Medicare whether through age or disability. The spouse, and eligible dependents, may remain on the EACS plan until the spouse becomes eligible for Medicare. Continuation of life insurance after retirement will be at the retiree's cost and will be dependent upon the conversion policies of the group life insurance carriers.

Continuation of insurance coverage during a Corporation-approved unpaid leave, including a medical leave, will require the Nurse to pay the full premium for the selected coverage level unless the leave is a FMLA leave. If the leave is a FMLA leave, then the FMLA rules and regulations will govern the Nurse's obligation to pay insurance premiums.

Section 14. Long-Term Disability Insurance. The Corporation will provide for those who are eligible and elect to enroll, a long-term disability income protection plan which after ninety (90) calendar days of disability will provide a benefit of sixty percent (60%) of regular pay up to fifty-two (52) weeks per year with a maximum benefit of \$2,500 per month continuing for the period of disability or up to age sixty-five (65), whichever occurs sooner. Effective January 1, 2008, the Corporation shall pay all but \$1.00 of the premium toward the Nurse's full long-term disability insurance annual premium. The monthly benefit will be calculated including any benefits received from Worker's Compensation, Social Security, or any other disability payments, and will be payable based upon the terms and conditions of the policy in effect when the claim is filed.

Section 15. Public Employees' Retirement Fund Participation. Any Nurse serving in a position requiring one thousand (1000) hours or more per year will become a member of the Public Employees' Retirement Fund (PERF) at the time of hire. Any Nurse in a position requiring at least six hundred (600) hours but less than one thousand (1000) hours per year will have the option of becoming a member of PERF at the time of hire subject to all applicable PERF rules and regulations.

Effective January 1, 2019 for any Nurse participating in PERF, the Board will contribute that percentage of gross salary designated by PERF as the "employee's share" and the Board will contribute that percentage of gross salary designated as the "employer's share" under the laws, rules and regulations governing PERF contributions.

Section 16. Supplemental Retirement/Severance Compensation. This benefit is available only to Nurses last hired by EACS prior to January 1, 2006.

Any Nurse who qualifies in accordance with one of the following:

1. Has a minimum of ten (10) years of service as a Corporation non-management and non-teaching employee, and who has attained at least age 62; or
2. Has a minimum of fifteen (15) years of service as a Corporation non-management and non-teaching employee, and who has attained at least age 50; or
3. Is eligible and has applied for retirement benefits under the Public Employee's Retirement Fund (at least 50 years of age and 15 years of creditable service in PERF), Will receive, at the time of severance, a lump sum severance payment equal to \$150 times the number of years of service within the Nurse's unit contributed to a 403(b) post-separation account. In the event the last year prior to retirement is not a full work year, he/she will receive a prorated amount for that year.

Additionally, any such qualifying severed Nurse (as specified in the preceding paragraph) will have added to his/her 403(b) account at the time of severance, an amount equal to the following:

1. The number of days in his/her Supplemental Retirement Account times two (2) hours based upon his/her present (at the time of retirement/severance) hourly rate, and
2. The number of days above seventy (70) in his/her sick leave accumulation including any unused sick days from his/her last year's allotment times two hours of pay based on his/her present (at the time of retirement/severance) hourly rate.

Any Nurse with a minimum of fifteen (15) years of service as a Corporation non-management and non-teaching employee who severs regardless of age, because of physical reasons will be eligible at the time of severance for the 403(b) contribution provided for in this Section.

In the event of the death of a Nurse who has at least fifteen (15) years of service as a Corporation non-management and non-teaching employee, the 403(b) contribution specified in this Section will be paid, at the earliest possible date, in the following order:

1. To the widow(er).
2. To dependents.
3. To the executor, administrator, or personal representative of the employee's estate, if an executor, administrator, or personal representative has been designated by the court.

A Nurse will become ineligible for a 403(b) contribution specified in this Section if he/she is discharged for just cause.

Section 17. Worker's Compensation. In the event a Nurse is drawing temporary total disability benefits under the Indiana Worker's Compensation statute, he/she will receive the difference in total amount between such temporary total disability benefits and the Nurse's regular straight hourly rate times the number of hours the Nurse is regularly scheduled for each day he/she receives such benefits up to a maximum of thirty (30) working days, and such amount will not cause the Nurse's regularly accumulated sick leave to be reduced.

If the Nurse continues beyond the aforementioned thirty (30) days to qualify for benefits under the Indiana Worker's Compensation statute, commencing with the thirty-first (31st) day, the Nurse may elect to be compensated the difference between Worker's Compensation and the Nurse's regular daily wage.

Payments made by the Corporation commencing with the thirty-first (31st) day will be charged against the Nurse's accumulated sick leave on a basis of one-third (1/3) sick leave day until the Nurse's accumulated sick leave days will be exhausted. Such sick leave deduction will be rounded to the nearest half-day upon the return of the Nurse to work. The Nurse may elect not to receive sick leave pay from the Corporation, and as a result, such time will not be charged against the Nurse's accumulated sick leave. After the first thirty (30) day period, the Corporation may request a second doctor's opinion.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the Nurse's responsibilities will be allowed without a loss of pay or reduction of sick leave benefits for thirty (30) days after the Nurse returns to work. After the thirty (30) day period, the Nurse may use his/her sick leave in full or half-day units for such physician required appointments for follow-up care relative to the work-related injury. The Corporation may require that the Nurse provide verification of such physician required appointment for follow-up care.

Section 18. Compensation. The following hourly rates will be paid to Nurses, beginning January 1, 2018:

<u>Years of Service</u>	<u>2018</u>	<u>2019</u>
Start	\$20.61	\$20.61
1	\$20.83	\$20.83
2	\$21.07	\$21.07
3	\$21.31	\$21.31
4	\$21.55	\$21.55
5	\$21.79	\$21.79
6	\$22.02	\$22.02
7	\$22.50	\$22.50
8	\$22.98	\$22.98
9	\$23.46	\$23.46
10	\$23.94	\$23.94
11	\$23.94	\$23.94
12	\$23.94	\$23.94
13	\$23.94	\$23.94
14	\$23.94	\$23.94
15	\$23.94	\$23.94
16	\$23.94	\$23.94
17	\$23.94	\$23.94
18	\$23.94	\$23.94
19	\$23.94	\$23.94
20	\$23.94	\$23.94
25	\$23.94	\$23.94
	<u>2018</u>	<u>2019</u>
Healthcare Aide	\$16.16	\$16.48

Years of service will be calculated as of each January 1. For calendar year 2007, a Nurse will be credited, as of January 1, 2007, with the years of service the Nurse would have been credited on the Nurse's 2007 anniversary date. The minimum amount of service, in a prior calendar year, to be counted as one (1) year of service would be one hundred twenty (120) days.

Hourly rate advancements based on years of service will be made at the start of the first pay period following the Nurse's completion of the years of service required for the advancement. "Years of service" will mean the number of years of work in a Nurse position covered by this guideline.

Section 19. Filling Vacancies. Vacancies will be posted for not less than five (5) working days by the Human Resources Department.

If there are Nurses on the recall list, the position must be offered to all Nurses on the recall list, in order of seniority, before the position is offered to any other applicant. If the vacancy is not filled through recall, the vacancy will be filled at the building administrator's discretion unless:

1. A part-time EACS Nurse applies; or,
2. Three (3) or more EACS nurses apply.

If three (3) or more EACS Nurses apply, the position must be offered to at least one (1) internal applicant before an outside applicant can be hired to fill the vacancy.

If a part-time EACS Nurse applies and there are at least two (2) internal applicants, the position must be offered to at least one (1) internal applicant before an outside applicant is hired. If the part-time EACS Nurse is the only internal applicant, the position can be filled with an outside applicant.

All internal applicants must be interviewed before the vacancy is filled regardless of the number of internal applicants.

Section 20. Reduction in Force. Displaced Nurses will be offered any vacant Nurse position in order of Corporation seniority.

If there are no vacant Nurse positions at the time of the Nurse's displacement, the displaced Nurse may bump the least senior Nurse.

Displaced Nurses not placed into a new position under the provisions of this Section will be placed on the Nurse's unit recall list for a period of one (1) year. Nurses on the recall list may respond to any posting. Nurses on the recall list will be offered, in order of seniority, any vacant position. Nurses on the recall list may reject, or waive, recall without losing their position on the recall list.

Section 21. Summer School Assignments. Summer School assignments will be offered first to the building Nurse in the building where the assignment exists. If the assignment is not filled by the building Nurse, the assignment will be filled at the building administrator's discretion.

Section 22. "Work-Related" Assault and Battery Income Protection. In the case of absence of a Nurse due to a compensable injury under Worker's Compensation resulting from an assault or battery arising out of, and in the course of, the Nurse's employment with the Corporation, the Nurse will be compensated the difference between Worker's Compensation payments and the Nurse's regular salary for as long as Worker's Compensation payments continue, but not to exceed 160 working days. Sick leave need not be used in such a situation during the first 160 working days after the assault or battery.

Should the Nurse be unable to return to work by the 160th working day after the assault or battery as a result of any compensable injury sustained, the Nurse may do either of the following:

1. If still receiving Worker's Compensation payments after the 160th working day, the Nurse will be compensated the difference between Worker's Compensation payments and the Nurse's regular salary provided the Nurse uses 1/3 sick day for each day so compensated.
2. If Worker's Compensation payments have terminated, the Nurse may take regular sick leave, if eligible. Nurses absent due to such a compensable injury may be required to provide medical proof of the Nurse's anticipated "return to work" date or may be required to perform "light duty", if available and medically authorized.

Section 23. Miscellaneous. New hires and those rehired after a break in service will be considered probationary Nurses for the first sixty (60) working days. Probationary Nurses may be transferred, disciplined, suspended, or discharged as exclusively determined by the Board and will have no recourse under the Corporation's Classified Employee Complaint and Review Process.

All non-probationary employees within this unit may exercise any and all rights and privileges available under the Corporation's Classified Employee Complaint and Review Process.

All Nurses may participate in the Corporation's Section 125 plan. All administrative costs or fees associated with the Section 125 plan will be paid by the Corporation.