

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, **2019** by and between the Millard School District No. 17, Douglas County, Nebraska (hereinafter referred to as "District"), and the **Millard Education Association of School Nurses** (hereinafter called "Nurses").

WITNESSETH

WHEREAS, the District has recognized the MEA as the collective bargaining agent for the persons employed in the capacity of full-time "nurses." For purposes of this Agreement, "nurses" shall mean registered nurses ("RNs"), Bachelor of Science nurses (BSNs), and supervisory nurses permanently employed by the District. For purposes of this Agreement, "nurses" shall not include any other health care employees working for the District, including but not limited to those employed as health paraprofessionals, certified medical assistants ("CMAs"), certified nursing assistants ("CNAs") or licensed practical nurses ("LPNs"); and,

WHEREAS, the parties have met from time to time and negotiated the salaries and other terms related to compensation for the school year 2019-20 and 2020-21; and,

WHEREAS, the parties hereto have reached an agreement with respect to the salaries and other terms related to compensation for the school year 2019-20 and 2020-21;

NOW, THEREFORE, in consideration of the covenants and conditions as hereinafter set forth, the parties agree as follows:

1. **Term of the contract:** The term of the contract shall begin on August 1, 2019 and terminate on July 31, 2021 and shall consist of 192 working days.

Nurses may be asked to work additional days. When this occurs, these days will be compensated at the nurse rate set forth in this Agreement.

If upon the expiration of this agreement on the 31st day of July, 2021 the parties hereto have not agreed to a collective bargaining agreement for the school year 2021-22, the terms of this agreement shall continue in full force and effect so long as the parties are continuing to engage in good faith collective bargaining.

2. **Salary:** The salary ranges for shall be:

<u>2019-20</u>		
	Minimum	Maximum
RN/BSN	\$43,600	\$66,600
Supervisory Nurse	\$52,800	\$75,900

2020-21

	Minimum	Maximum
RN/BSN	\$44,500	\$68,100
Supervisory Nurse	\$53,900	\$77,600

Placement on the Salary Range: For the 2019-20 school year, the District shall pay each full-time nurse employed by the District during the 2018-19 school year a 2.69% increase in rate of pay, over and above the rate paid to the nurse during the 2018-19 school year:

For the 2020-21 school year, the District shall pay each full-time nurse employed by the District during the 2019-20 school year a 2.19% increase in rate of pay, over and above the rate paid to the nurse during the 2019-20 school year, except that:

- (a) The balance of the Employee Benefits Fund on May 1, 2020 shall be used to determine the wage increase for the 2020-21 school year. The balance of the Employee Benefits Fund for purposes of this Agreement shall not include any loans into the Fund by the District or any amounts borrowed out of the Fund by the District. In the event the balance of the District Employee Benefit Fund, as measured on May 1, 2020 and communicated to the Association by the District on or before May 30, 2020 is below \$3,000,000, either party may reopen the Agreement for the sole purpose of renegotiating salary and benefits; and/or
- (b) In the event either party reasonably anticipates the District's Grand Total of All Receipts (as defined in the Nebraska Department of Education's Annual Financial Report) will increase from the fiscal year ended 2020 to the fiscal year ended 2021 by less than 2.5%, either party may reopen the Agreement for the sole purpose of renegotiating salary and benefits; and/or
- (c) Should the Association withhold its consent to reopen the Agreement under subsection (a) or subsection (b) of this paragraph; or should the parties reopen talks but fail to reach a tentative agreement on or before August 1, 2020 the District may, beginning in year two of the Agreement, reduce the salary increase to 1.10% instead of 2.19%.

Salary increases shall not result in a salary which exceeds the maximum salary allowed by the schedule above. A nurse's daily rate of pay is his or her annual salary divided by the number of contract days. Any RN/BSN nurse promoted to a Supervisory Nurse shall be placed proportionately along Supervisory Nurse salary range (from minimum to maximum) as that RN/BSN is along their current pay range at time of promotion.

20 Year Career Service Stipend: In each year covered by the terms of this Agreement, each employee who has accumulated 20 years or more of service in the District shall receive a stipend of \$1,200 as flat salary. The stipend shall be prorated for FTE and length of contract less than 192 days. The Career Service Stipend shall be paid on a monthly basis, and for ease of administration, will be calculated separately from the employee's base salary. The Career Service Stipend will not be considered part of salary for the purposes of determining future salary computations.

Additional Days: Any nurse who is required to work extra days beyond the contracted days specified in this agreement will be compensated at \$264 per day (or portion thereof at \$33 hourly). Each nurse may be required to work up to five additional days, provided that the nurse is given a minimum of 90 days written

advance notice. A nurse may be excused without pay from working the additional day(s) by providing good cause; good cause shall include any of the leave of absence reasons set forth in Board Policy and Rule. Failure to show good cause may result in disciplinary action. In determining how many additional days the District may require of an employee, the District shall disregard work offered and voluntarily accepted by the employee.

3. **Extra Duty Compensation:** The employee designated as Head Nurse shall receive additional compensation at the rate of \$3,550. Extra duty may be paid proportionately over the remaining contract beginning when the extra duty is assigned and when the District Human Resources office is notified of the extra duty assignment and ending in August. In the event a nurse is permitted to withdraw from an extra duty assignment, any payments previously paid will be deducted from the employee's compensation. The District may, with input from the Association, create, assign, and compensate new extra duty positions at its sole discretion during the term of this Agreement. Any new extra duty positions so created shall be subject to the normal terms of collective bargaining between the District and the Association for the 2021-2022 contract year.
4. **Benefits and Coverage, Premiums:** The District shall provide each full-time nurse with health, dental, life, and long-term disability coverage and benefits. Health plan benefits are outlined in Appendix A, which is attached hereto and by reference incorporated in and made a part of this Agreement. The multiple plans listed in Appendix A are available to employees at the employee's option during the employer designated open enrollment period or at the time of other qualifying events (e.g., marriage, childbirth, etc.). The employee may choose only one plan.

Rights Waived by the Association: Except as provided for in the "Fiscal Conditions Benefit Reopener" of the Agreement, the Association shall waive its right to negotiate health and dental plan design provisions until January 1, 2022. The District may, therefore, under the terms of this Agreement, set or negotiate the benefit premiums for current employees and adopt, at its sole discretion, a distinct rate schedule and benefits for qualifying retirees. The Association shall not unreasonably withhold consent to reopen the Agreement for the purposes of incorporating the benefits structure changes in the event that the District chooses a new carrier.

District Obligation to Disclose: During the term of this Agreement, the amounts of the District's premium contributions shall be made available to the Association and nurses upon request. The District shall also disclose to the Association plan design provisions, or anticipated modifications to those provisions.

Specific Plan Design Powers of Management: Specifically, until January 1, 2022, the District, at management's discretion, may alter or amend health and dental plan provisions through the adoption of a fully funded insurance plan or by changing the terms of a self-funded insurance plan. Those health or dental plan design provisions so maintained or amended under this Agreement may include the termination of the District's contract with its insurance carrier and the adoption of a self- or fully-funded plan with a new carrier, the auditing of dependent eligibility, enrolling employees or their eligible dependents in the insurance plan contrary to the carrier's policy guidance, adjusting lists of drug formularies, adopting mandatory generic drug programs, revising the dollar amounts associated with emergency room or urgent care co-pays, changing drug co-pay amounts, limiting the number of certain enumerated medical procedures, determining the medical necessity of procedures (including whether a procedure is deemed experimental or investigational), revising the list of authorized network providers, instituting a multi-tiered network for the health plan, setting dental coverage parameters, and other plan changes not specifically contained in Appendix A.

Specific Limitations on the Plan Design Powers of Management: The only limitations on the District's discretion to manage and institute the benefit plan design changes are set forth in this paragraph and shall operate regardless of whether the insurance plan is administered under a self-funded employer-carrier arrangement or a fully funded plan to which the District subscribes. Specifically, (1) the District may not unilaterally alter those terms specifically set forth in Appendix A of this Agreement detailing deductibles, co-insurance percentages, health savings account contributions, in- and out-of-network percentage costs,

and maximum out-of-pocket amounts; (2) the District may not alter the eligibility criteria of qualified dependents (spouses and children) currently provided coverage; (3) the District may not, without the Association's consent, enter into an agreement with a new insurance carrier which fails to credit employees' and dependents' deductible usage and of credit towards out-of-pocket maximums from the old carrier to the new; (4) the District shall seek in its negotiations with any prospective carrier the consultation and input, though not the direct participation of the Association, for the purpose of determining the comparability of the new carrier's health insurance plans to the coverage in effect at the adoption of this Agreement; provided that such consultation shall not be construed by the Association as limiting the District's final power to adopt a new carrier; (5) the District may not limit the appeal rights of plan participants as provided for in the coverage documentation of any current or prospective insurance carrier; (6) the District may not rescind, overrule, or modify the insurance carrier's decisions regarding payment or non-payment of claims; (7) the District may not limit the appeal rights of covered employees or their dependents within the plan documents of the insurance carrier; and, (8) the District may not eliminate the insurance plan altogether.

Employee Health Insurance Premium Contributions: For each eligible full-time nurse, the portion of monthly health insurance premiums paid by the employee for the 2019-20 and the 2020-21 school year shall be as follows:

COVERAGE TIER	CONVENTIONAL DEDUCTIBLE		HIGH DEDUCTIBLE	
	for wellness participants	for non-participants	for wellness participants	for non-participants
EMPLOYEE ONLY	15%	25%	0%	10%
EMPLOYEE + CHILDREN	15%	25%	0%	10%
EMPLOYEE + SPOUSE	15%	25%	0%	10%
EMPLOYEE + SPOUSE + CHILDREN	15%	25%	0%	10%

The District may deduct an employee's premium share contribution beginning in September for each full time employee who elects health coverage but did not participate in the wellness plan in the prior year, or who did not meet the criteria of the wellness plan in the prior year.

Health Insurance for New Nurses: Premium contribution levels for each eligible full-time nurse newly hired to the District shall be calculated as a non-wellness amount, unless the nurse participated as a spouse of another District employee in the prior year.

Beginning in the 2020-21 school year, the District may, at its sole discretion, eliminate the conventional deductible (MPS Plan #1) plan design option for new nurses with a start date on or after July 1, 2020.

Wellness Program: The District may continue to develop and amend the wellness program, provided that the District seeks input from the Association. The policies, procedures, implementation, amendments to, and all decisions related to the wellness program shall be the responsibility of the District; subject only to the following limitations:

- a) In each year, the District shall provide the Association with a written description of the terms and conditions of the wellness program including: (i) enrollment procedures; (ii) minimum participation criteria; (iii) scoring methodology; (iv) any appeals process; and (v) a list of all laboratory tests used as a part of the health screening;
- b) The District shall communicate annually to the Association: (i) the number of nurses enrolled in the wellness program; (ii) the number of nurses not meeting the participation criteria; and (iii) aggregate data setting forth the reasons the nurses did not meet the participation criteria;
- c) The District and the District's agent(s) shall maintain the confidentiality of all private health information in accordance with applicable federal, state, and local laws;
- d) Employee participation in the wellness program shall be voluntary. The wellness program shall provide an alternative participation standard in compliance with applicable law for any employee who, due to a medical condition and / or disability, is unable to meet the wellness program's criteria. Any employee completely exempted from any participation in the wellness program, including inability to meet any alternative participation standard, due to requirement of law (e.g. Americans with Disabilities Act), will not be charged designated premium amounts for non-participation or failure to meet the criteria of the wellness plan;
- e) For the 2020-21 school year, the District may:
 - i. maintain a health screening and individual health survey requirement for the premium incentive; or
 - ii. discontinue the wellness program and calculate premiums for the 2020-21 year based on the employee's 2019-20 participation or non-participation in the program.

Dental Insurance: The District shall pay the full cost of single dental coverage; the nurse may purchase additional dental coverage by paying the additional premium through payroll deduction.

Life Insurance: The District shall pay the full cost of \$50,000 term life coverage.

Long-Term Disability Plan: Each full-time nurse shall participate in the long-term disability plan and the nurse shall pay the full premium through payroll deduction; the premium shall not be paid through the District's Section 125 plan.

Married Employees both Employed by the District: When two District employees are married to each other and each qualifies for District paid family health insurance, the District shall provide and pay the premium for one family health plan as set forth above, and the District shall not provide multiple health plans or multiple HSA contributions. When employees are married to each other and each would otherwise qualify for full District benefits, the District shall waive the wellness participant employee premium share; provided that neither of the employees elects to participate in "cash option." Also, the District shall provide and pay the premium for one family dental plan; provided neither of the employees elects to participate in "cash option."

Part-time nurses: The District shall provide the same health, and dental insurance coverage and benefits for part-time nurses (who are employed as one-half F.T.E. or more, defined as at least 20 hours per week) as for full-time nurses. The District shall contribute an amount equal to one-half of the amount it contributes on behalf of a full-time nurse; provided, however, that the part-time nurse elects coverage and

pays the balance of the premiums for such coverage through payroll deduction. The District shall provide each part-time nurse with a \$50,000 term life insurance policy and will pay the full premium. Additionally, each part-time nurse who is employed at least 20 hours per week or more shall participate in the District's long-term disability plan and the nurse shall pay the premium.

Cash Option: Each full-time nurse who was employed by the District during the 1996-97 school year and who has been continuously employed by the district thereafter, shall be eligible to exercise a cash option of \$325.28 per month in lieu of health and dental insurance in accordance with the cash option plan adopted by the District. Any such nurse electing cash option may purchase single or family dental coverage. Any such nurse electing cash option may, at his or her option, receive a reduced cash option of \$157.40 per month and the district will pay the premium for single health and dental. Continuous service shall include school-years during which a nurse was on an approved leave of absence. Any nurse who does not receive cash-option as of January 1, 2013 or subsequent date shall not be allowed to elect cash-option at a later date, even if the nurse was continuously employed from the 1996-97 school year. Any nurse who elects cash-option of \$157.40 per month as of January 1, 2013 or subsequent date may not elect cash option of \$325.28 at a later date even if the nurse was continuously employed from the 1996-97 school year. As a condition of continued eligibility for cash option payments, the District may require proof of health insurance from employees exercising cash option.

Direct Bill: In order to be eligible for the Direct Bill Plan as an early retiree, the employee must be at least 55 years old with at least 20 years of service. In addition, to be eligible, the employee, the spouse and dependents each must have had a minimum number of months of continuous coverage under the District's Health and/or Dental Plan at the time continued coverage begins. The minimum number of months of continuous coverage required is 60 months.

Other Insurance/Benefit Offerings: The District may offer or cancel any other benefit offerings, such as vision insurance, at its sole discretion at any time during the term of this contract.

5. **Paid Leave:** During each school year covered by this contract, each full-time nurse shall receive twelve (12) days leave, and further be allowed any unused and accumulated leave from the previous year to a maximum total of eighty seven (87) days of leave at full pay. Such leaves shall be taken only for reasons of: personal illness, family illness, family death, and business and emergency. The rules for use of leave are established in Board Policy and Rule.

Annual Reimbursement for Unused Paid Leave: At the conclusion of each school year covered under this agreement, each full-time nurse will receive reimbursement for each unused day of accumulated unused leave in excess of seventy five (75) days and further shall have his or her accumulated paid leave allotment reduced to seventy five (75) days. Each part-time nurse shall receive reimbursement for each unused day of accumulated unused leave in excess of that portion of seventy five (75) days which is equal to the portion of his or her full-time equivalency and further shall have his or her accumulated paid leave allotment reduced by the number of reimbursed leave days. The rate of reimbursement shall be at \$150 per day. The District shall establish procedures for the leave reimbursement program.

Career Reimbursement for Unused Paid Leave: Each nurse concluding his or her District employment after at least 20 years of service in the District and who is at least 55 years of age shall be reimbursed for each day of unused accumulated paid leave, with the reimbursement to be rendered at the conclusion of the contract year in which the nurse's District employment ends. To the degree permitted by law, such payments may be made as "employer contributions" to a 403(b) / TSA account established for the employee by the District, unless the District decides, at its sole discretion, to pay said amounts as cash or to a health savings account. The rate of reimbursement shall be \$195. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District; provided however, the District will review the program with the Association prior to implementation.

Business and Emergency Leave: Up to three days of a nurse's accumulated paid leave per year may be used for business and emergency leave; and a maximum of two business and emergency leave days per

year may be taken for any or no reason whatsoever; subject to limitations on permissible dates of leave, limitations on number of nurses eligible for leave on any given day, and application procedures developed by the District. Any changes to Board Rule that would limit the grounds for Business and Emergency Leave shall be negotiated with the Association prior to implementation.

6. **Duties and Responsibilities:** The Nurses shall perform the duties as assigned by the District and pursuant to schedules established by the District.
7. **Management:** It is understood and agreed that the District reserves the right to employ Nurses under part-time contracts or to contract for nursing services with organizations providing nursing services; provided further, that any Nurse employed by the District at the time any such contract is made shall continue to be employed by the District in accordance with the terms and conditions in this Contract.
8. **Grievance procedure:** Any grievance raised by an employee or the Association shall be pursued in accordance with:
 - (a) Board Rule 4001.2 for allegations of Non-Discrimination and Harassment;
 - (b) State Law for suspension without pay, contract amendment, contract non-renewal, contract termination, or contract cancellation; or
 - (c) Board Rule 4325.1 for all other grievances.

If the District amends Board Rule 4325.1 after May 1, 2019, the Association may, in its sole discretion, accept the amendments or retain the former version of the Board Rule for purposes of its member grievances. The Board may amend Board Rule 4001.2 at any time at its sole discretion at any time and such amendments will become immediately effective for persons covered by this Agreement.

10. **Agreement:** This contract constitutes the entire agreement between the District and the Nurses.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

Millard School District
School District No. 17
Douglas County, Nebraska

by _____

Millard Education Association of Nurses

by _____

Appendix A
MPS Health Plan

Notwithstanding the term of the contract set forth in this Agreement, the provisions contained in this Appendix A of this Agreement shall become effective on January 1, 2020 and continue until December 31, 2020.

Benefit Overview	MPS Plan #1	MPS Plan #2 (non-embedded)	MPS Plan #3 and/or MPS Plan #4
Annual Deductible In-network Individual Family	\$1,050 \$2,100	\$3,700 \$7,400	District Discretion
Co-insurance % In-network	75%	n/a	District Discretion
Out-of Pocket Max, including deductible In-network Individual Family	\$5,000 \$10,000	n/a	District Discretion
Health Savings Account District contribution:	n/a	Single : \$1,100 Family : \$2,200	District Discretion

Notwithstanding the term of the contract set forth in this Agreement, the provisions contained in this Appendix A of this Agreement shall become effective on January 1, 2021 and continue until December 31, 2021.

Benefit Overview	MPS Plan #1	MPS Plan #2 (non-embedded)	MPS Plan #3 and/or MPS Plan #4
Annual Deductible In-network Individual Family	\$1,050 \$2,100	\$3,700 \$7,400	District Discretion
Co-insurance % In-network	75%	n/a	District Discretion
Out-of Pocket Max, including deductible In-network Individual Family	\$5,000 \$10,000	n/a	District Discretion
Health Savings Account District contribution:	n/a	Single : \$1,100 Family : \$2,200	District Discretion

Health Savings Account contributions made by the District, when applicable, shall be contingent upon the employee qualifying for a tax free HSA contribution under applicable laws.

Two-thirds of the District Health Savings Account contribution, when applicable, shall be made with the first payroll in January of each year for qualifying employees actively employed on that date. One-third of the District Health Savings Account contribution, when applicable, shall be made with the first payroll in September each year for qualifying employees actively employed on that date. Therefore, a qualifying nurse separating from employment at the end of the year will not receive the final one-third contribution in September and a qualifying nurse starting at the beginning of the year will get an initial one-third contribution in September.

The District may offer a third and/or fourth health insurance plan option including, but not limited to, a high performance network plan at its sole discretion. The policies, procedures, implementation and all decisions related thereto, including but not limited to, deductibles, employee premium share percentages, and out of pocket maximums shall be the sole responsibility of the District; provided however, the District will review the program and receive input from the Association prior to implementation.