

## COLLECTIVE BARGAINING AGREEMENT

**THIS AGREEMENT** made and entered into this 15<sup>th</sup> day of August 2011 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 Nurses as the collective bargaining agent for the full-time nurses permanently employed by the District; and,

**WHEREAS**, the parties have met from time to time and negotiated the salaries and other terms related to compensation for the school year 2011-2012; and,

**WHEREAS**, the parties hereto have reached an agreement with respect to the salaries and other terms related to compensation for the school years 2011-2012;

**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, 2011 and terminate on July 31, 2012 and shall consist of 193 working days.

If upon the expiration of this agreement on the 31<sup>st</sup> day of July, 2012 the parties hereto have not agreed to a collective bargaining agreement for the school year 2012-13, 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 **2011-12** shall be:

	Minimum	Maximum
<b>RN</b>	\$35,032	\$51,110
<b>BSN</b>	\$36,032	\$52,127

**Placement on the Salary Range:** For the 2011-12 school year, the District shall pay each full-time nurse employed by the District during the 2010-11 school year an increase in daily rate of pay, over and above the daily rate paid to the nurse during the 2010-11 school year, of 0.75%. Such increase 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.

**Additional Days:** Any nurse who is required to work extra days beyond the contracted days specified in this agreement will be compensated at his or her regular daily rate of pay (or portion thereof). Each nurse required to work additional days shall be given a minimum of 90 days written advance notice.

3. **Extra Duty Compensation:** The employee designated as Head Nurse shall receive additional compensation at the rate of \$3,503.

4. **Training Incentive:** Beginning September 1, 2000, each nurse who completes 36 clock hours of District approved training shall receive a one percent (1%) salary increase; provided, however, such increase shall not result in a salary which exceeds the maximum salary allowed by the salary schedule.

A nurse may request the training stipend by completing the District's *Application for Training Stipend for Nurses*. Training hours must have been completed within 48 months of the date of application. Each nurse is limited to one training incentive salary increase every school year. Each nurse who is required by his or her supervisor to attend training shall be paid while at training. If the supervisor-required training is scheduled outside the employee's normal work hours, the employee may receive additional pay or the supervisor may flex the employee's schedule. Each nurse who elects to attend training which is not required by the supervisor shall do so on his or her own time and shall not be paid for this time by the district. A nurse and a supervisor may agree in advance that the nurse will participate in training off-the-clock (without pay) with the cost of the tuition paid by the supervisor. In these cases, the nurse must agree to reimburse the District should he or she fail to complete the training. The procedures and rules for administration and payment of the training incentive shall be the sole responsibility of the District.

5. **Insurance:** The District shall provide each full-time nurse with health, dental, \$50,000 term 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 Contract. Dental plan benefits are outlined in Appendix "B". The District may set the District's contribution amounts towards Benefit Premiums. The amount of the District Premium contributions shall be made available to nurses.

**Health Insurance:** For each eligible full-time nurse who participates in the employee wellness plan, the District shall pay the full cost for single or family health coverage. For each full-time employee who does not participate in the wellness plan or who does not meet the criteria in the wellness plan, the District may charge the employee a maximum of 10% of the District designated premium amount for the single or family health coverage. The District may deduct the wellness charge beginning in September for each full time employee who elects to not participate in the wellness plan. The District may deduct the wellness charge beginning in March for any participant in the wellness plan who has not, as of February 10, met the criteria of the wellness plan. The District shall rebate the deducted amount(s) upon verification that the employee has fully participated in the plan by July 10.

**Emergency Room:** The District may change the terms of the plan to include a penalty of up to \$100 for each non-qualified emergency room visit.

**Wellness Program:** The District may develop a wellness program. The policies, procedures, implementation and all decisions related to wellness program shall be the responsibility of the District; provided, however, that the District will develop the program with input from the Association. Any employee who is exempted from the wellness program 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.

**Dental Insurance:** The District shall pay the full cost of single dental coverage; the nurse may purchase family 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.

**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, at his or her option, 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 discontinues cash-option 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 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.

**Direct Bill:** In order to be eligible for the Direct Bill Plan as an early retiree, 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

6. **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 ninety-two (92) 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.

**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 one business and emergency leave day 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. In addition to the sufficient grounds currently listed in Board Rule, Business and Emergency Leave may be approved for: (a) District approved college course work; (b) graduations, college visits, or competitions in which the employee's children participate; (c) serious illness of a friend or non-immediate family member; and (d) weddings of a friend or non-immediate family member (subject to single day restrictions in Board Rule). Additional clarification of business and emergency leave consistent with these parameters may be established in Board Policy or Rule.

8. **Voluntary Early Separation Program:** The District's policies for Voluntary Early Separation for teaching staff shall be applicable to the Nurses.
9. **Duties and Responsibilities:** The Nurses shall perform the duties as assigned by the District and pursuant to schedules established by the District.
10. **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.
11. **Grievance procedure:** Any grievance arising under this Contract shall be processed in accordance with the District's grievance policy.
12. **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

Benefit Overview	MPS PPO Plan Effective January 1, 2012
<b>Annual Deductible</b> In-network Individual Family  Out-of-network Individual Family	   \$500 \$1,000  \$1,000 \$2,000
<b>Co-insurance %</b> In-network Out-of-network	 80% 60%
Out-of Pocket Max, NOT including deductible In-network Individual Family  Out-of-network Individual Family	   \$2,000 \$4,000  \$4,000 \$8,000
<b>Prescription Drug Copay</b>	Generic                \$10 Preferred Brand     \$35 Non-Preferred Brand \$60  Mail Order: 2.5 copays for 90 day supply
<b>Lifetime Maximum</b>	none

## Appendix B

### MPS Dental Plan for 2011-12

Benefit Overview		
	<u>In-Network</u>	<u>Out-of-Network</u>
<b>Annual Deductible</b>		
Individual	\$25	\$25
Family	\$75	\$75
<b>Individual Annual Maximum</b>	\$1,500 combined	
<b>Diagnostic &amp; Preventive</b> (no deductible)		
Exams	100%	90%
Cleanings	100%	90%
X-rays	100%	90%
Fluoride Treatment	100%	90%
Sealants	100%	90%
Space Maintainers	100%	90%
<b>Regular Restorative Services</b> (deductible applies)		
Emergency treatment to relieve pain	80%	70%
Fillings, stainless crowns	80%	70%
Simple extractions, surgical services	80%	70%
<b>Major Services</b> (deductible applies)		
Endodontics – root canal therapy	80%	70%
Periodontics – treatment of gum disease	80%	70%
Crowns, inlays, onlays	50%	40%
Bridges and dentures	50%	40%
Repairs and adjustments	50%	40%
<b>Orthodontics</b>	N/A	N/A