

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of August, 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 31<sup>st</sup> 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>		
	<b>Minimum</b>	<b>Maximum</b>
<b>RN/BSN</b>	\$43,600	\$66,600
<b>Supervisory Nurse</b>	\$52,800	\$75,900

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 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-

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 \_\_\_\_\_

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.