

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 1 day of August, 2021 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 2021-22; and,

WHEREAS, the parties hereto have reached an agreement with respect to the salaries and other terms related to compensation for the school year 2021-22;

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, 2021 and terminate on July 31, 2022 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, 2022 the parties hereto have not agreed to a collective bargaining agreement for the school year 2022-23, 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 shall be:

2021-22		
	Minimum	Maximum
RN/BSN	\$44,850	\$68,600
Supervisory Nurse	\$54,350	\$78,150

Specific Plan Design Powers of Management: Specifically, until January 1, 2023, 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 2021-22 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%

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.

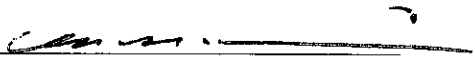
Direct Bill: In order to be eligible for the Direct Bill Plan as an early retiree, the employee must be at least 55 years old with at least 20 years of service. In addition, to be eligible, the employee, the spouse and dependents each must have had a minimum number of months of continuous coverage under 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.

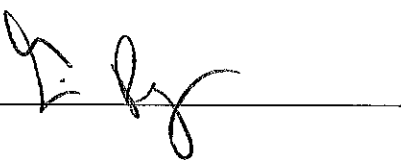
Millard School District
School District No. 17
Douglas County, Nebraska

by

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Millard Education Association of Nurses

by

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