

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 21 day of August, 2012 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 years 2012-2013 and 2013-14; and,

WHEREAS, the parties hereto have reached an agreement with respect to the salaries and other terms related to compensation for the school years 2012-2013 and 2013-14;

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, 2012 and terminate on July 31, 2014 and shall consist of 193 working days.

Nurses may be asked to work additional days. When this occurs, these days will be compensated at the nurse's daily rate.

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 shall be:

2012-13		
	Minimum	Maximum
RN	\$35,505	\$53,000
BSN	\$36,505	\$54,000

**2013-14**

	<b>Minimum</b>	<b>Maximum</b>
<b>RN</b>	\$36,659	\$56,000
<b>BSN</b>	\$37,659	\$57,000

**Placement on the Salary Range:** For the 2012-13 school year, the District shall pay each full-time nurse employed by the District during the 2011-12 school year an increase in daily rate of pay, over and above the daily rate paid to the nurse during the 2011-12 school year, of 2.35%. For the 2013-14 school year, the District shall pay each full-time nurse employed by the District during the 2012-13 school year an increase in daily rate of pay, over and above the daily rate paid to the nurse during the 2012-13 school year, of 4.25%. 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 \$3,550.
4. **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 Returning Nurses:** For each eligible full-time nurse who was employed by the District in the prior contract year and who did not participate in the employee wellness plan in the prior year, the District shall pay 90% of the cost for single or family health coverage provided, however, that the nurse elects coverage and pays the balance of the premiums for such coverage. For each full-time employee who voluntarily participates in the wellness plan and meets the criteria in the wellness plan in the prior year, the District shall pay an additional 10% of the District designated premium amount for single or family health coverage. Any returning nurse who did not participate in the wellness plan in the prior year and elects a change to coverage at open enrollment or due to a qualifying event shall pay 10% of the premium. Any returning nurse who did participate in the wellness plan in the prior year and elects a change to coverage at open enrollment or due to a qualifying event shall be entitled to a fully paid premium by the District. The District may deduct the employee's 10% premium contribution beginning in September for each full time employee who elects health coverage but did not participate in the wellness plan or who did not meet the criteria of the wellness plan in the prior year.

**Health Insurance for New Nurses:** For each eligible full-time nurse newly hired to the District in the first year of this agreement (2012-13), the District shall pay 100% of the cost for single or family health coverage for one year only. The District will pay 90% of the cost in subsequent years, subject to the conditions for returning nurses described in the previous section. For each eligible full-time nurse newly hired to the District in the second year of this agreement (2013-14), the District shall pay 90% of the cost for single or family health coverage, subject to increase to 100% in subsequent years, provided the

employee participates in the wellness program as described in the previous section.

**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, and implementation, amendments to, and all decisions related to 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 certificated staff enrolled in the wellness program; (ii) the number of certificated staff not meeting the participation criteria; and (iii) aggregate data setting forth the reasons the certificated 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) The 2012-13 school year Wellness Plan participation shall be limited to a health screening and an individual health survey similar to the 2011-12 school year;

f) Beginning in the 2013-14 school year, the District may:

i. expand the wellness program to include participation elements (e.g. seminars and on-line activities) for meeting the criteria of the wellness plan; or

ii. maintain the same methodology as 2012-13; or

iii. discontinue the wellness program (if the District discontinues the wellness program, premiums shall be calculated as if the nurse had completed the wellness program);

g) The District shall not include a mandatory health score for participation during this Agreement.

**Emergency Room Co-Pay:** The District may include a co-pay of up to \$100 for each non-qualified emergency room visit.

**High Deductible Health Plan:** The MEA and the District shall establish a study committee for the purposes of evaluating a high deductible health plan with possible District contributions to a corresponding Health Savings Account. The advisory study committee shall submit its findings to the MEA and the District for possible (but not mandatory) inclusion in the 2014-15 Negotiated Agreement.

**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 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 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 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

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 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.

**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 eighty (80) days and further shall have his or her accumulated paid leave allotment reduced to eighty (80) days. Each part-time nurse shall receive reimbursement for each unused day of accumulated unused leave in excess of that portion of eighty (80) 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 \$100 per day. The District shall establish procedures for the leave reimbursement program.

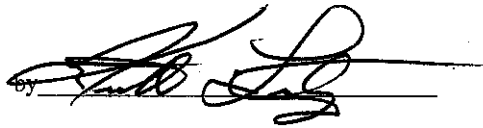
**Business and Emergency Leave:** Up to three days of a nurse's accumulated paid leave per year may be used for business and emergency leave; and a maximum of one business and emergency leave day per year may be taken for any or no reason whatsoever; subject to limitations on permissible dates of leave, 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.

6. **Voluntary Early Separation Program:** The District's policies for Voluntary Early Separation for teaching staff shall be applicable to the Nurses as set forth in Appendix "C" and as set forth in Board Policy/Rule.
7. **Duties and Responsibilities:** The Nurses shall perform the duties as assigned by the District and pursuant to schedules established by the District.

8. **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.
9. **Grievance procedure:** Any grievance arising under this Contract shall be processed in accordance with the District's grievance policy.
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**

<b>Benefit Overview</b>	<b>MPS PPO Plan Effective January 1, 2013</b>
<b>Annual Deductible</b> In-network Individual Family  Out-of-network Individual Family	 \$600 \$1,200  \$1,200 \$2,400
<b>Co-insurance %</b> In-network Out-of-network	 80% 60%
<b>Out-of-Pocket Max, NOT including deductible</b> 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 2012-14**

<b>Benefit Overview</b>		
	<b><u>In-Network</u></b>	<b><u>Out-of-Network</u></b>
<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

**Appendix C**  
**Schedule of Payments - Voluntary Separation Program (2012-13)**

An eligible employee who has been approved by the Board for participation in the Voluntary Separation Program shall receive a total benefit equal to his or her final salary times years of credited service times the salary factor indicated in the table below. The total benefit shall be divided into equal monthly payments as indicated in the table below:

<b>Year of Plan Eligibility</b>	<b>Total Benefit Formula</b>	<b>Number of Equal Monthly Payments</b>
1	Salary x Years x .070	60
2	Salary x Years x .065	60
3	Salary x Years x .060	60
4	Salary x Years x .055	60
5	Salary x Years x .050	60
6	Salary x Years x .045	60
7	Salary x Years x .040	48
8	Salary x Years x .035	36
9	Salary x Years x .025	24
10	Salary x Years x .015	12
11	Eligibility Ends	

**Definitions:**

**Salary** shall mean the employee's final school-year annual salary including longevity pay but not including payments for extra-duty, performance bonus, cash-option or hourly paid work.

**A year of credited service** shall mean:

- (a) any school year in which the employee is paid by the district for at least 135 days of full-time work; or
- (b) any two school years in which the employee is paid for the equivalent of at least 135 days of part-time work each year; or
- (c) any two school years in which the employee is paid for the equivalent of at least 67.5 days of full-time work each year.

Years of employment as a substitute shall not be counted toward years of service under this plan.

**Monthly Payment Amount** is the total benefit divided by the number of monthly payments

**Age** shall mean an employee's age on June 1 of any given school-year.

**Year of Plan Eligibility** is determined by the school year when the employee is first eligible to participate. When an employee first meets the qualifications described in the eligibility section of this agreement, the employee is in year one (1) of his or her eligibility. The following school-year is the employee's second year of eligibility; this pattern continues until the employee elects to participate or until the 11<sup>th</sup> year when the employee is no longer eligible to participate.



**Appendix C (continued)**  
**Schedule of Payments - Voluntary Separation Program (2013-14)**

An eligible employee who has been approved by the Board for participation in the Voluntary Separation Program shall receive a total benefit equal to the lesser of: (1) his or her final salary times years of credited service times the salary factor indicated in the table below; or (2) \$20,000 per year. The total benefit shall be divided into equal monthly payments as indicated in the table below:

Year of Plan Eligibility	Total Benefit Formula	Number of Equal Monthly Payments
1	Salary x Years x .070	60
2	Salary x Years x .060	60
3	Salary x Years x .050	60
4	Salary x Years x .030	60
5	Salary x Years x .010	60
6	Eligibility Ends	

Definitions:

**Salary** shall mean the employee's final school-year annual salary including longevity pay but not including payments for extra-duty, performance bonus, cash-option or hourly paid work.

**A year of credited service** shall mean:

- (a) any school year in which the employee is paid by the district for at least 135 days of full-time work; or
- (b) any two school years in which the employee is paid for the equivalent of at least 135 days of part-time work each year; or
- (c) any two school years in which the employee is paid for the equivalent of at least 67.5 days of full-time work each year.

Years of employment as a substitute shall not be counted toward years of service under this plan.

**Monthly Payment Amount** is the total benefit divided by the number of monthly payments.

**Age** shall mean an employee's age on June 1 of any given school year.

**Year of Plan Eligibility** is determined by the school year when the employee is first eligible to participate. When an employee first meets the qualifications described in the eligibility section of this agreement, the employee is in year one (1) of his or her eligibility. The following school year is the employee's second year (2) of eligibility; this pattern continues until the employee elects to participate or until the sixth (6<sup>th</sup>) year when the employee is no longer eligible to participate.