

AGREEMENT

Between

BROOKFIELD BOARD OF EDUCATION

AND

**BROOKFIELD PROFESSIONAL SCHOOL NURSES' ASSOCIATION
CHAPTER 136-10 OF LOCAL 136,
INTERNATIONAL FEDERATION OF PROFESSIONAL &
TECHNICAL ENGINEERS, AFL/CIO, CLC**

July 1, 2013- June 30, 2017

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The Brookfield Board of Education (the “Board”) and the Brookfield Professional School Nurses’ Association, Chapter 136-10 of Local 136, International Federation of Professional & Technical Engineers, AFL/CIO, CLC (the “Association”) agree as follows:

ARTICLE I - RECOGNITION AGREEMENT

Section 1.1. The Board recognizes the Association as the exclusive representative, except as noted herein, of the school nurses under the provisions of Connecticut Statute 7-468. Excluded from this representation are nurses who work less than 16 hours per week.

ARTICLE II - BOARD OF EDUCATION RIGHTS

Section 2.1. The Association recognizes that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

ARTICLE III – QUALIFICATIONS FOR SCHOOL NURSES

Section 3.1. Professional School Nurses shall meet the qualifications for a School Nurse in compliance with Connecticut General Statutes regulations adopted by the Connecticut State Board of Education.

ARTICLE IV - SALARIES/PAY RATES

Section 4.1. The Professional Nurses’ Salary Scale for the period of July 1, 2013 through June 30, 2017 shall be that set forth as “Exhibit A” attached hereto and made a part hereof.

ARTICLE V - DURATION OF CONTRACT

Section 5.1. The provisions of this Agreement shall be effective from the date of signing through June 30, 2017. If this Agreement expires during negotiations for a new agreement, the terms and conditions of the existing agreement will continue until a new agreement is established.

ARTICLE VI - INSURANCE BENEFITS

Section 6.1. Long-Term Disability Coverage.

- A. Eligible Nurses who become totally and permanently disabled are entitled to monthly benefit payments equal to sixty-six and two-thirds percent (66-2/3%) of their monthly salary in effect on their last day worked (i.e., the then current annual salary divided by twelve) up to a maximum benefit payment of \$2,500 per month, in accordance with the policies and rules of the insurance provider and plan.
- B. Benefit payments to eligible Nurses will begin after the expiration of six (6) months following the Nurse's last day worked.
- C. Upon commencement of disability payments the disabled nurse may apply any unused accumulated sick leave days and receive payment thereof at the rate of two (2) sick days per calendar week during the period of disability as a supplement to the long term disability payments until the remaining accumulated sick leave is exhausted or the long term disability-payments cease. At no time shall the nurse's gross pay from the above sources, calculated on an annual basis, exceed the nurse's annual salary as of the last day worked or as adjusted above.
- D. In no event shall long-term disability benefits be paid beyond the month in which the disabled nurse reaches age 62.

Section 6.2. The Board shall pay the cost of \$1,000,000 per incident of malpractice insurance while nurses are performing duties for the Board. Additional insurance will be provided under the District's Excess Liability policy.

Section 6.3. Life Insurance: The Board will pay 100% of the cost of Group Life Insurance coverage for each employee covered by this Agreement in the amount of one (1) times their current salary.

Section 6.4. The Board shall provide individual, two-person (for contract year 2013-14 only) or family managed care health insurance coverage, for each full-time employee who wishes to participate.

- A. Effective for the 2013-14 contract year, all employees shall participate in the Open Access Plus "Comprehensive Mix" Insurance Plan with the benefits and costs outlined in the attached Benefits Summary.
- B. Effective July 1, 2014, all employees shall participate in the High Deductible Health Plan
 1. In-Network:
 - Deductible \$2,000/\$4,000

- In-Network Coinsurance All services covered at 100% after deductible
- Preventive Services Covered at 100%, not subject to deductible
- Office Visit Co-pay Subject to deductible, then 100%
- Emergency Room Co-pays Subject to deductible, then 100%
- In-Patient Co-pays Subject to deductible, then 100%
- Outpatient Co-pay Subject to deductible, then 100%

The Board shall fund the participating employee’s deductible by deposit to an HSA in the following percentage amounts of the total in-network deductible in each year:

Effective July 1, 2014	50%
Effective July 1, 2015	45%
Effective July 1, 2016	40%

2. Out-of-Network

- Deductible \$2,000/\$4,000
- Coinsurance All services covered at 80% after deductible
- Out of Pocket Max \$4,000/\$8,000
(incl. deductible)

3. Pharmacy Benefits

- Retail Co-pay Subject to deductible
- Mail Order Co-pay Subject to deductible
- Maximum None

C. Dental coverage with the following features: Diagnostic and preventive services payable at 100%. \$50 Individual and \$100 Family deductible per calendar year shared between Basic and Major services. Basic services payable at 80% and subject to deductible. Major services payable at 50% and subject to deductible. Maximum benefit of \$1,200 per person per calendar year.

D. Annual premium sharing will be made by the eligible employee through payroll deduction of 21 equal payments, whereby the eligible employee will contribute the following sums toward premium costs of the applicable medical and dental coverage:

<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
7%*	11%	12%	13%

*Effective upon signing of the Agreement, increase to 10%.

These premium share rates shall be based on the allocation rates if self-insured or premium rates if fully insured, in effect on July 1st of each year of the contract.

- E. Eligible employees wishing to participate in the medical insurance program must complete and sign a participation agreement and payroll deduction form.

Section 6.5. The insurance coverage shall be provided by the Board and the provided plan must be fully complied with by employees and health benefit participants. All applicable disincentives and penalties will be enforced.

Section 6.6. The Board shall adopt an I.R.S. Section 125 Plan for Board provided health benefit premium sharing by employees. This plan shall be part of one (1) Brookfield School District-wide plan. I.R.S. regulations shall govern the administration of this plan. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

Section 6.7. Election Not to Participate.

- A. Members of the Association who participated in the medical insurance program in 1998-1999 and newly hired nurses may elect on an annual basis not to participate in the medical insurance program as described in this Article. Members who elect not to participate must sign an affidavit indicating that they are declining medical coverage for the year and that they are covered by other medical insurance. Those members who elect not to participate will be compensated at a rate of \$1,000. The benefit is payable in one lump sum no later than the last scheduled workday. Participating nurses who terminate their employment during the course of the year will be compensated on a prorated basis at the time of termination.
- B. Members who elect not to participate in the medical insurance program may re-enroll in the medical program during the year if they provide evidence to the Board that they are no longer covered by other medical insurance. The member would make the annual premium sharing contribution, pro-rated for the number of months of medical coverage. Re-enrolled members may not elect out of the medical insurance program again until July 1st.

Section 6.8. If the Board wishes to change the carriers or administrators of the health insurance benefits listed in this Article, it must offer employees a plan with coverage substantially equivalent or better to that described in this Article and a network

that includes at least 90% of the current network providers. The employee Association will be consulted regarding any proposed insurance carrier coverage and the Board will provide to the Association, upon request, an analysis of the similarities and differences between the current and proposed carriers in order to substantiate that the two are substantially equivalent or better. Any dispute regarding substantial equivalency or increase of coverage shall be resolved in accordance with Article IX, Step Four (Arbitration) before the American Arbitration Association (AAA), in accordance with AAA labor rules, prior to implementation of any such change, provided the Association files for arbitration within ten (10) working days of being provided the insurance comparison by the Board.

Section 6.9. The Board will provide an Employee Assistance Program for eligible bargaining unit employees.

ARTICLE VII - PENSION PLAN

Section 7.1. Nurses working a minimum of 1000 hours in a calendar year must join the Town of Brookfield Employee Pension Plan. Contributions shall commence on January 1, after the completion of a minimum of 1,000 hours of service or 12 months of continuous service. The Plan is a tax-qualified Section 414h plan. Pension eligibility and benefits are governed by the rules of the plan.

Section 7.2. A summary Plan Description will be distributed to all employees. Participants shall receive a Pension Plan Benefit Statement each year by January 31st.

Section 7.3. The Board shall implement and maintain a salary reduction plan pursuant to the applicable provisions of the internal revenue code which plan shall be designed to permit exclusion from taxable income of the employees' pension contribution.

ARTICLE VIII - RETIREMENT BENEFIT

Section 8.1. Any employee covered by this Agreement who is at least 55 years of age and who has completed a minimum of twelve (12) years of continuous full-time service with the Brookfield Public Schools shall, upon termination of employment, receive compensation for all unused and accumulated sick leave, which in any event shall be not more than one hundred and fifty (150) days, at the rate of thirty (30.00) dollars per accumulated day.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 9.1. A grievance shall mean a complaint by a member and/or the Association that there has been to her/him a personal loss, injury or inconvenience because of a violation or misinterpretation-of any provision of this Agreement, except that the term grievance shall not apply to:

- Any matter for which a method of review is prescribed by law, or

- Any rule or regulation of the State Commissioner of Education, or
- Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

Section 9.2. A grievance, to be considered under this grievance procedure, must be filed in writing on a form provided by the Board at Step 1 or subsequent appropriate Step of the procedure within twenty (20) working days after occurrence. “Working days” means work days of the bargaining unit, except during the time between school years when it means days on which the Board’s offices are open for business.

Section 9.3. Failure of the Administration to respond at any step of the grievance procedure shall be considered a denial of the grievance.

Section 9.4. Procedure for handling any grievance or complaint:

- A. **Optional Informal Solution:** Any employee considering himself or herself aggrieved may first discuss the matter informally with his or her immediate supervisor for the purpose of resolving complaints on an informal basis, but such informal process shall not impact the grievance timelines.
- B. **Step 1 – Building Principal:** The grievant shall present his or her grievance in writing to the Building Principal setting forth the grounds upon which the grievance is based and the suggested remedy sought. The Building Principal shall provide a written response to the employee within five (5) working days of receipt of the grievance.
- C. **Step 2 - Superintendent:** If the grievance is not resolved at Step 1, the Grievant shall present the grievance in writing to the Superintendent or his designee within five (5) working days of receipt of the response from the principal. The Superintendent shall reply in writing to the employee within ten (10) working days of receipt of the grievance.
- D. **Step 3 - Arbitration:** If the grievance has not been resolved at Step 2, the Association may, within fifteen (15) working days after receipt of the Step 2 written decision, submit the grievance to the State Board of Mediation and Arbitration in accordance with Connecticut General Statutes. The decision of the Arbitrator shall be final and binding, to the extent provided by law. The Arbitrator shall have no power to add to, subtract from or change any provision of this Agreement.

Section 9.5. The Association may participate in any and all steps of the grievance procedure and may file grievances with the Superintendent or his designee, except as specifically prohibited by Sec. 7-468(d). In the event of any adjustments to grievances presented under Sec. 7-468(d), such adjustments must be consistent with the terms of the Collective Bargaining Agreement and shall not apply to Step 4 - Arbitration. The Association shall be given the opportunity to be present at any such adjustment and should be given copies of those adjustments.

Section 9.6. Time limits referenced herein may be extended by mutual agreement. The Association will be provided copies of all grievances and written responses given during the grievance procedure. Such copies will be provided in a timely manner. Grievants, witnesses and Association representatives representing the grievant shall be deemed in a paid work status if any of the meetings or hearings specified in this Article occur during working hours.

Section 9.7. In the event the Association representative shall be of the opinion that the employee's grievance is without merit, the Association shall not be required to process the matter any further. The Union shall hold the Board harmless for any damages that accrue to the Board as a result of such decision.

ARTICLE X - PAID TIME OFF BENEFITS

Section 10.1. Leaves of absence for illness and other emergencies serve not only the welfare of the individual but the school system as well. An adequate policy for such absences for professional staff members is twofold.

- It is a safeguard for pupils against the presence of a nurse incapable of performing duties.
- It provides a measure of security for a nurse who is ill.

The success of a sound policy requires staff members to bear in mind their professional responsibilities. Time earned under this policy should never be construed as accumulated "time off" to be taken at the discretion of a staff member.

Section 10.2. Sick Leave.

- A. An employee may be absent from work with pay only during such period as actual illness or injury prevents him/her from performing his/her duties. Each nurse shall be allowed leave with full pay each school year according to the following plan:
1. Nurses hired on a full-time basis shall receive 16 days paid sick days each school year.
 2. Association members who are employed less than full-time shall receive sick leave benefits on a pro-rated basis.
- B. A full-time nurse with 5 or more years of service in the Brookfield School System, shall be allowed 20 days paid sick leave each school year. This provision does not apply to nurses hired after 7/1/10.
- C. Sick leave shall be cumulative to 150 days for full-time members and 100 full-time equivalent (FTE) days for members working less than full-time.

- D. Absence due to illness from a communicable disease shall not be deducted from sick leave, if in the opinion of the school physician the disease was contracted in school.
- E. A nurse may be required, if requested by her principal, to present a Doctor's certificate for absence due to illness.

Section 10.3. Workers' Compensation

- A. If a nurse is disabled to the extent that she cannot perform her nursing duties as a result of injuries or illness received in the performance of professional duties arising out of and in the course of her employment in the Brookfield School System, and such nurse is eligible to receive Workers' Compensation Lost Time Benefits, the Board shall pay the difference between Workers' Compensation Benefits and the nurse's regular base salary for not more than 13 weeks provided that no nurse shall receive an aggregate income from Workers' Compensation and the amount the Board pays in excess of the net compensation she would receive if she were not disabled.
- B. A nurse disabled under Workers' Compensation for more than 13 weeks may, at his or her option, elect to receive makeup pay to the extent that such employee has accumulated sick leave. Such makeup pay shall be prorated and chargeable against the employee's accumulated sick leave.

Section 10.4. Paid Time Off

- A. All nurses shall be entitled to use five (5) days in any one year (but not cumulative from year to year) as paid time off for the following reasons:
 - 1. Marriage (Self, children, parents, siblings and siblings of spouse).
 - 2. Non-FMLA qualifying illness in the immediate family.
 - 3. Death in the family.
 - 4. Attendance at graduation exercises (Self, spouse, son, daughter).
 - 5. Personal matter.
 - 6. Religious holidays which occur while school is in session (with at least one week prior notice).
 - 7. Other emergency and/or legal reason as approved by the Building Principal and Superintendent.
- B. Request for paid time off must be submitted at least 24 hours prior to the requested leave. If 24-hours' notice is impossible under the particular circumstances, the request shall be made by telephone to the principal with as much advance notice as possible.
- C. Additional emergency days may be granted in extenuating circumstances subject to approval of the Building Principal and Superintendent. Such leaves shall be deducted from accumulated sick leave.

Section 10.5. Jury Duty

- A. Any nurse called for jury duty shall promptly notify her principal, who will notify the Superintendent. The Superintendent and principal shall decide whether or not the duty will interfere with the school program seriously enough to warrant a request for exemption or postponement, and if desirable, make such a request in writing to the proper authorities.
- B. If the nurse performs jury duty, he or she shall receive leave and benefits in accordance with state laws.
- C. When a nurse who reports for jury duty is dismissed from jury duty for the day, the nurse shall report back to her building if the dismissal from jury duty occurs early enough to provide for at least one-half a day in the nurse's building.

Section 10.6. Non-Medical Leave of Absence

- A. Leave of absence without pay, for a period of up to one (1) year, may be granted at the discretion of the Board for valid non-medical reasons, such as family crisis, or to further education, without loss of current position on the salary schedule prior to such leave.
- B. During a leave of absence, the nurse may be given the option of maintaining all insurance benefits at the individual's own expense. Malpractice insurance will be paid by the individual nurse during the leave of absence.
- C. Authorized unpaid leaves of absence shall not be considered a break in continuous service. However, when such leave exceeds six (6) months, such unpaid leave shall not accrue toward existing seniority or longevity.

ARTICLE XI - HOURS AND WORKING CONDITIONS

Section 11.1. The nurse's workday shall be defined as fifteen (15) minutes before the normal start of the school day and ends fifteen (15) minutes after the normal school day. In a school with more than one nurse, the building administrator may stagger the start of the work year, based on the needs of the school after consultation with the nurses.

Section 11.2. Nurses, as professionals, will remain in their schools long enough after classes are dismissed to fulfill their professional demands, which may include individual help to students.

Section 11.3. The normal employment year shall be defined as two (2) days beyond the student school year. Work beyond the normal employment year or day shall be paid at the nurses' regular hourly rate. Prior permission is required from the building administrator to work in excess of the regularly scheduled work year or day. In a school

with more than one nurse, the building administrator may stagger the start of the work year, based on the needs of the school after consultation with the nurses.

Section 11.4. Bargaining Unit Members will receive a one-half (1/2) hour uninterrupted lunch period. If a Bargaining Unit member is directed to work or gain approval to work during their lunch by the building administrator, the employee will, at the employees option, be paid for one-half (1/2) hour of work or receive one-half (1/2) hour of compensatory time. In the event of an emergency where prior approval to work during the lunch hour was not practical, then the member must notify the building administrator as soon as possible after the emergency, but no later than the end of the workday. Work during the lunch period that is not directed or approved by the building administrator will result in no pay or compensatory time.

Section 11.5. Bargaining unit members working less than full-time will be paid at their per diem rate (pro-rated by hours worked) of pay when performing duties as a substitute.

Section 11.6. Any member of the Association who is required to perform nursing duties before or after school hours shall be paid at their regular hourly rate of pay up to 40 hours in any workweek. Any work beyond a nurse's regularly scheduled hours must be approved by the building administrator. All work beyond 40 hours in any workweek shall be paid at one and one half times the nurse's regular hourly rate of pay.

ARTICLE XII - RESIGNATION

Section 12.1. A nurse may resign in good standing by submitting at least 30-days written notice at any time, unless the contract has been terminated by mutual consent or Board action. Any nurse who resigns without such notice or by mutual agreement shall forfeit entitlement to the sick leave payout in Article 8, Section 8.1.

ARTICLE XIII - TERMINATION OF EMPLOYMENT

Section 13.1. Employees shall be reprimanded in writing, suspended or discharged for just cause. If there is a dispute between the Board and the Association as to the existence of just cause, such dispute shall be subject to the grievance procedure of this Agreement. Prior to initiating any action under this Article, the Board will provide written notice to the employee and, upon written request of the employee, the President of the Association. The notice shall specifically state the allegations being investigated.

ARTICLE XIV – LONGEVITY

Section 14.1. Nurses, hired prior to July 1, 2013, shall earn longevity payments for years of completed service as active employees in the bargaining unit according to the following schedule:

8 years through 10 years - \$500

11 years through 13 years - \$1,000
14 years or more - \$1,600

Section 14.2. Such longevity payments shall be made no later than fifteen (15) days after his or her anniversary date in the bargaining unit.

Section 14.3. In the event of retirement or resignation prior to the employee's anniversary date of hire and after a minimum of six (6) months into the work year, the employee shall receive a prorated amount of longevity payment as per above for those months worked.

Section 14.4. Longevity payments listed above will be granted over and above annual salaries contained in Exhibit A, attached hereto.

ARTICLE XV - PAYMENT PLAN OPTION

Section 15.1. Nurses shall receive their pay by direct deposit over a period of 21 paydays. All employees shall timely complete such forms as are necessary to authorize such deposits. Paydays for nurses will commence on the second payroll of the school year.

ARTICLE XVI - SENIORITY

Section 16.1. Seniority shall be defined as the length of an employee's continuous employment service.

Section 16.2. Newly hired employees will serve a 90 calendar day probationary period. During the probationary period, the employee may be disciplined and/or terminated without recourse to the grievance procedure.

ARTICLE XVII - ASSOCIATION SECURITY

Section 17.1. All employees who are covered by this Agreement shall become a member of the Association or, in lieu thereof, shall pay an Association service fee toward the costs of collective bargaining, contract administration and grievance resolutions.

Section 17.2. The Board agrees to deduct from the wages of all employees covered herein who authorize such deductions in writing from their wages such membership dues or service fees as may be fixed by the Association. The Board will remit to the Association amounts collected.

Section 17.3. The Association shall indemnify and hold the Board harmless against any liability, claim or cost, excluding reasonable attorneys' fees, which may arise by reason of action taken by the Board in complying with the provisions of this Article.

Section 17.4. The Board shall supply the Association at reasonable times at the request of the Association with a list of all employees in the bargaining unit, showing their

dates of hire, job classifications and titles, rates of pay, list of new employees, dues and/or service fee deductions.

Section 17.5. Whenever it is necessary for official representation of the Association to engage in union business limited to arbitration, grievance or negotiations, representation of employees such as exercising Weingarten rights, one (1) representative of the Association will be released without loss of regularly scheduled wages.

ARTICLE XVIII – NON-DISCRIMINATION

Section 18.1. The Board shall not discriminate against employees in ways prohibited by federal and state employment and labor laws.

ARTICLE XIX - SAVINGS CLAUSE

Section 19.1. In the event any Article, Section, or portion thereof of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force and effect. The Board and the Association agree that within a reasonable time after any portion of this Agreement has been declared invalid by a tribunal or court of competent jurisdiction, the Board and the Association shall meet for the purpose of negotiating a substitute for the portion(s) ruled to be invalid.

ARTICLE XX -PROFESSIONAL NURSES' LABOR CONTRACT

Section 20.1. The Board shall provide each nurse with a copy of the complete text of this agreement including a salary schedule.

ARTICLE XXI - REDUCTION IN STAFF

Section 21.1. In the event that layoffs become necessary, the employee with the least seniority shall be laid off first. Recall shall be to the same position in the reverse order of layoff. Recall rights shall be retained for a period of twelve (12) months following layoff. In the event the nurse is rehired off the recall list, seniority shall be restored. All available full or part-time bargaining unit positions shall be offered first to bargaining unit members on the recall list before the position is filled in any other manner. A full-time nurse who refuses recall to a full-time position or a part-time nurse who refuses recall to a part-time position shall be placed off the recall list and shall have no further recall rights. A full-time bargaining unit member may refuse a part-time position and a part-time member may refuse a full-time position without any impact on his or her future recall rights. The employee and the Union President will be informed in writing prior to any layoff. The notice shall specify the reason(s) for the layoff.

ARTICLE XXII - PROFESSIONAL DEVELOPMENT

Section 22.1. The Board shall provide up to \$2500 to the bargaining unit per school year for nursing professional development costs approved in advance by the Superintendent, excluding licensing and exams. The Board shall pay the full licensing and exam fees. The bargaining unit shall be responsible for determining the distribution of these professional development funds to the members, but no costs will be paid by the Board without submission of receipts documenting costs consistent with the Superintendent’s prior approval. This provision shall not be subject to the grievance or arbitration provisions of this Agreement.

IN WITNESS WHEREOF, the Brookfield Board of Education and Brookfield Professional Nurses’ Association have considered this Agreement to be executed by their proper officers.

Representative
Brookfield Professional School Nurses’
Assoc. Chapter 136-10 of Local 136
International Federation of
Professional & Technical Engineers,
AFL/CIO, CLC

Chairperson
Brookfield Board of Education

Local Union President

Witness

Date

**EXHIBIT A
BROOKFIELD PROFESSIONAL NURSES
HOURLY WAGE SCHEDULE**

	<u>2013-2014*</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
G.W.I.	(2.75%*)	(2.5%**)	(2.25%**)	(2.0%**)
Minimum	\$32.18	\$32.98	\$33.72	\$34.39
Maximum	\$39.57	\$40.56	\$41.47	\$42.30

*increase effective January 1, 2014 for those hired prior to July 1, 2013
**increase effective July 1 of each applicable contract year

NOTES:

- (1) The above figures do not include longevity payments
- (2) Nurses, hired prior to July 1, 2013, holding a Bachelors degree will receive an additional \$850 in compensation for the 2013-14 contract year only. The balance of \$575 to be paid within 30 days of signing this contract. Effective July 1, 2014, \$850 will be rolled into the base wage. No separate Bachelors stipend will be paid thereafter.
- (3) Nurses, hired after July 1, 2013, holding a Bachelors degree will receive an additional \$275 in compensation. Effective July 1, 2014, \$275 will be rolled into the base wage. No separate Bachelors stipend will be paid thereafter.
- (4) Nurses serving as Coordinator will receive an additional \$4,500 stipend annually. Effective January 1, 2014, this amount will increase to \$4,624; effective July 1, 2014, this amount will increase to \$4,740; effective July 1, 2015, this amount will increase to \$4,847; and effective July 1, 2016, this amount will increase to \$4,944.

EXHIBIT B

**OPEN ACCESS PLUS MEDICAL BENEFITS
[Health Savings Account]
Effective July 1, 2014**

BENEFIT HIGHLIGHTS	In Network	Out of Network
Lifetime Maximum	Unlimited	
The Percentage of Covered Expenses the Plan Pays	100%	80% of the Maximum Reimbursable Charge
Note: "No charge" means an insured person is not required to pay Coinsurance		
Contract Year Deductible		
Individual	\$2,000 per person	\$2,000 per person
Family Maximum	\$4,000 per family	\$4,000 per family
Family Maximum Calculation Collective Deductible: All family members contribute towards the family deductible. An individual cannot have claims covered under the plan coinsurance until the total family deductible has been satisfied		
Out-of-Pocket Maximum		
Combined Medical/Pharmacy Out-of-Pocket: includes retail and mail order drugs	Yes	Yes
Mail Order Pharmacy Costs Contribute to the Combined Medical/Pharmacy Out-of-Pocket Max	Yes	Yes
Physician's Services		
Primary Care Physician's Office visit	100% after plan deductible	80% after plan deductible
Specialty Care Physician's Office visits	100% after plan deductible	80% after plan deductible
Consultant and Referral Physician's Services		
Note: OB/GYN providers will be considered either as a PCP or Specialist, depending on how the provider contracts with the Insurance Company.		
Surgery Performed In the Physician's Office	100% after plan deductible	80% after plan deductible
Second Opinion Consultations (provided on a voluntary basis)	100% after plan deductible	80% after plan deductible
Allergy Treatment/Injections	100% after plan deductible	80% after plan deductible
Allergy Serum (dispensed by the Physician in the office)	100% after plan deductible	80% after plan deductible

EXHIBIT B

**OPEN ACCESS PLUS MEDICAL BENEFITS
[Health Savings Account]
Effective July 1, 2014**

BENEFIT HIGHLIGHTS	In Network	Out of Network
Preventive Care Routine Preventive Care - all ages Immunizations - all ages	No charge No charge	80% after plan deductible 80% after plan deductible
("Immunizations" include immunizations specific for travel)		
Mammograms, PSA, PAP Smear Preventive Care Related Services (i.e. "routine" services) Diagnostic Related Services (i.e. "non-routine" services)	No charge Subject to the plan's x-ray & lab benefit; based on place of service	80% after plan deductible Subject to the plan's x-ray & lab benefit; based on place of service
Inpatient Hospital - Facility Services Semi-Private Room and Board Private Room Special Care Units (ICU/CCU)	100% after plan deductible Limited to the semi-private room negotiated rate Limited to the semi-private room negotiated rate Limited to the negotiated rate	80% after plan deductible Limited to the semi-private room rate Limited to the semi-private room rate Limited to the ICU/CCU daily room rate
Outpatient Facility Services Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room	100% after plan deductible	80% after plan deductible
Inpatient Hospital Physician's Visits/Consultations	100% after plan deductible	80% after plan deductible
Inpatient Hospital Professional Services Surgeon Radiologist Pathologist Anesthesiologist	100% after plan deductible	80% after plan deductible
Outpatient Professional Services Surgeon Radiologist Pathologist Anesthesiologist	100% after plan deductible	80% after plan deductible

EXHIBIT B

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BENEFIT HIGHLIGHTS	In Network	Out of Network
<p>Emergency and Urgent Care Services</p> <p>Physician's Office Visit</p> <p>Hospital Emergency Room</p> <p>Outpatient Professional services (radiology, pathology and ER Physician)</p> <p>Urgent Care or Outpatient Facility</p> <p>X-ray and/or Lab performed at the Emergency Room/Urgent Care Facility (billed by the facility as part of the ER/UC visit)</p> <p>Independent x-ray and/or Lab Facility in conjunction with an ER visit</p> <p>Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, PET Scans etc.)</p> <p>Ambulance</p>	<p>100% after plan deductible</p>	<p>100% after plan deductible</p>
<p>Inpatient Services at Other Health Care Facilities</p> <p>Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities</p> <p>Contract Year Maximum: 180 days combined</p>	<p>100% after plan deductible</p>	<p>80% after plan deductible</p>
<p>Laboratory and Radiology Services (includes pre-admission testing)</p> <p>Physician's Office Visit</p> <p>Outpatient Hospital Facility</p> <p>Independent X-ray and/or Lab Facility</p>	<p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p>Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans and PET Scans)</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p>	<p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>

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BENEFIT HIGHLIGHTS	In Network	Out of Network
<p>Outpatient Short-Term Rehabilitative Therapy and Chiropractic Services Contract Year Maximum: 50 days for all therapies combined Includes: Physical Therapy Speech Therapy Occupational Therapy Pulmonary Rehab Cognitive Therapy Chiropractic Therapy (includes Chiropractors)</p>	100% after plan deductible	80% after plan deductible
<p>Outpatient Cardiac Rehabilitation Contract Year Maximum: 36 days</p>	100% after plan deductible	80% after plan deductible
<p>Home Health Care Contract Year Maximum: 200 days (includes outpatient private nursing when approved as medically necessary)</p>	100% after plan deductible	80% after plan deductible
<p>Hospice Inpatient Services Outpatient Services</p>	100% after plan deductible 100% after plan deductible	80% after plan deductible 80% after plan deductible
<p>Bereavement Counseling Services provided as part of Hospice Care Inpatient Outpatient Services provided by Mental Health Professionals</p>	100% after plan deductible 100% after plan deductible Covered under Mental Health Benefits	80% after plan deductible 80% after plan deductible Covered under Mental Health Benefit

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BENEFIT HIGHLIGHTS	In Network	Out of Network
<p>Maternity Care Services</p> <p>Initial Visit to Confirm Pregnancy</p> <p>Note: OB/GYN providers will be considered either a PCP or Specialist depending on how the provider contracts with the Insurance Company.</p> <p>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)</p> <p>Physician's Office Visits in addition to the global maternity fee when performed by an OB/GYN or Specilaist</p> <p>Delivery - Facility (Inpatient Hospital, Birthing Center)</p>	<p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p>Abortion</p> <p>Includes elective and non-elective procedures</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Physician's Services</p>	<p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>
<p>Family Planning Services</p> <p>Office Visits, Lab and Radiology Tests and Counseling</p> <p>Note: The standard benefit will include coverage for contraceptive devices (e.g. Depo-Provera and Intrauterine devices (IUDs)). Diaphragms will also be covered when services Are provided in the physician's office. Surgical Surgical Sterilization Procedures for Vasectomy/Tubal Ligation</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Physician's Services</p>	<p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>

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<p>Infertility Treatment Coverage will be provided for the following services:</p> <ul style="list-style-type: none"> • Testing and treatment services performed in connection with an underlying medical condition. • Testing performed specifically to determine the cause of infertility. <p>Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct infertility condition). Artificial Insemination, In-vitro, GIFT, ZIFT, etc.</p>				
<p>Physician's Office Visit (Lab and Radiology Tests, Counseling)</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Physician's Services</p>	<p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p> <p>100% after plan deductible</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p>		
<p>Organ Transplants Includes all medically appropriate, non-experimental transplants</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Physician's Services</p> <p>Lifetime Travel Maximum: \$10,000 per transplant</p>			<p>100% after plan deductible</p> <p>100% at Lifesource center after plan deductible, otherwise 100% after plan deductible</p> <p>100% at Lifesource center after plan deductible, otherwise 100% after plan deductible</p> <p>No charge (only available when using Lifesource facility)</p>	<p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>80% after plan deductible</p> <p>In-Network coverage only</p>
<p>Durable Medical Equipment Contract Year Maximum: Unlimited</p>			<p>100% after plan deductible</p>	<p>80% after plan deductible</p>
<p>External Prosthetic Appliances Contract Year Maximum: Unlimited Wigs for Cancer Patients Contract Year Maximum: \$350 per insured</p>			<p>100% after plan deductible</p>	<p>80% after plan deductible</p>
<p>Hearing Aid Maximum Up to \$1,000 every 24 months for dependent child under age 13.</p>				
<p>Diabetic Equipment Contract Year Maximum: Unlimited</p>			<p>100% after plan deductible</p>	<p>80% after plan deductible</p>

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<p>Nutritional Evaluation Contract Year Maximum: 3 visits per person however, the 3 visit limit will not apply to treatment of diabetes. Physician's Office Visit Inpatient Facility Outpatient Facility Physician's Services</p>	<p>100% after plan deductible 100% after plan deductible 100% after plan deductible 100% after plan deductible</p>	<p>80% after plan deductible 80% after plan deductible 80% after plan deductible 80% after plan deductible</p>
<p>Dental Care Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth. Physician's Office Visit Inpatient Facility Outpatient Facility Physician's Services</p>	<p>100% after plan deductible 100% after plan deductible 100% after plan deductible 100% after plan deductible</p>	<p>80% after plan deductible 80% after plan deductible 80% after plan deductible 80% after plan deductible</p>
<p>Routine Foot Disorders</p>	<p>Not covered except for services associated with foot care medically necessary for an illness including, but not limited to, diabetes and peripheral vascular disease.</p>	<p>Not covered except for services associated with foot care medically necessary for an illness including, but not limited to, diabetes and peripheral vascular disease.</p>
<p>Mental Health Inpatient Outpatient (Includes Individual, Group and Intensive Outpatient) Physician's Office Visit Outpatient Facility</p>	<p>100% after plan deductible 100% after plan deductible 100% after plan deductible 100% after plan deductible</p>	<p>80% after plan deductible 80% after plan deductible 80% after plan deductible 80% after plan deductible</p>
<p>Substance Abuse Inpatient Outpatient (Includes Individual and Intensive Outpatient) Physician's Office Visit Outpatient Facility</p>	<p>100% after plan deductible 100% after plan deductible 100% after plan deductible 100% after plan deductible</p>	<p>80% after plan deductible 80% after plan deductible 80% after plan deductible 80% after plan deductible</p>