

# **Tentative Agreement**

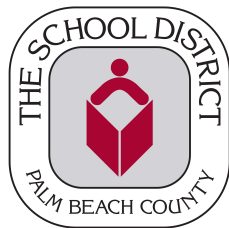
**Between**

**The School Board of  
Palm Beach County, Florida**

**And**

**Service Employees  
International Union/Florida  
Public Services Union (SEIU/  
FPSU)**

(Regular, Para II/ECP, Supervisory)



**Jan 1, 2022 - Dec 31, 2024  
(2023 Modifications)**

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:  Regular  Supervisory  Paraprofessional/ECP

**Article 9 – Salary Plan/Benefits - Section 1 - Wages**

**Proposed Language**

SECTION 1 Wages

The Parties agree to increase the Pay Rates in Appendix A by ~~3.5% to the minimum and~~ 3.5% to the maximum effective January 1, 202~~3~~<sup>2</sup>. ~~The Parties also agree to increase the progression between pay range minimums to at least 3% in Appendix A.~~ The January 1, 202~~3~~<sup>2</sup> minimum-maximum salary schedules are attached as Appendix A. ~~The Parties further agree to increase the Pay Rates in Appendix A to at least a minimum of \$15/hour effective July 1, 2022. The July 1, 2022 minimum-maximum salary schedules are attached in Appendix A.~~ The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 202~~3~~<sup>4</sup> in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.

The Parties agree that effective January 1, 202~~3~~<sup>2</sup>; the annual Pay Rates of all employees shall be increased by ~~the agreed upon percentage in the table below~~ 3.5% with the exception of bus drivers positions. ~~On October 8, 2022, the hourly rate of all current bus drivers was increased by \$2.75 as a result of impact bargaining and subsequent memorandum of understanding between the Parties. The hourly rate of all the bus drivers position was will be increased by \$2.25 \$2.67 effective January 1, 2022 October 8, 2022, resulting in a minimum hourly rate of \$20.00. The Parties further agree that effective July 1, 2022, the annual Pay Rates of all employees shall be increased to at least a minimum wage of \$15/hour.~~ Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid the 3.5% negotiated increase ~~on the minimum-maximum Annual Pay Rate Schedule (Appendix A) effective January 1, 2023. , or the bus driver increase of \$2.25/hour retroactive to effective January 1, 2022. Each employee, who remains an employee of the District in this bargaining unit on July 1, 2022, will be increased to at least the new minimum wage of \$15/hour.~~ Those individuals, who are no longer employees of the District on the date the School Board approves this Agreement, are not entitled to any retroactive pay.


Tier	Years	Percentage Increase
1	0 - 1.99	3.00%
2	2 - 5.99	3.50%
3	6 - 9.99	4.00%
4	10+	4.50%

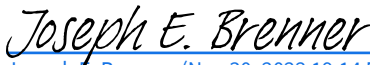
Tentative Agreement:

Date: Nov 30, 2022

School District of Palm Beach County:

SEIU/FPSU

  
Timothy Kubrick (Nov 30, 2022 09:08 EST)

  
Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Tim Kubrick, Director – Labor Relations

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:  Regular  Supervisory  Paraprofessional/ECP

**Article 9 – Salary Plan/Benefits - Section 1 - Wages (cont'd)**

**Proposed Language**

SECTION 1 Wages

The Parties further agree that upon ratification and Board approval of this agreement, each bargaining unit member, who is active as of the date it is approved by the Board, will receive a one-time bonus of \$1,500 or 3% of his/her base salary, whichever is greater, prior to any recurring salary increase.

a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 202~~23~~ ~~and July 1, 2022~~. If after receiving the negotiated wage increase effective January 1, 202~~23~~ ~~or July 1, 2022~~, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 3.5% effective January 1, 202~~23~~, the employee's new Pay Rate will be considered to be red-lined when wage increases are negotiated in the future.

b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum is increased by 3.5% effective January 1, 202~~23~~, will have his/her current annual Pay Rate increased as set forth in applicable subsections A, B, or C effective January 1, 202~~23~~ and will no longer have his/her annual base salary considered to be red-lined.

c) An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased 3.5% effective January 1, 202~~23~~, will continue to have his/her current annual Pay Rate redlined and will not receive an increase to his/her current red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee's current red-lined annual Pay Rate. Said employee will continue to be paid at his/her current redlined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-reoccurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 202~~23~~ through the end of the 202~~23~~ calendar year or the employee's last day of paid employment with the District whichever occurs first. To be eligible for a bonus payment, the employee must remain with the District in this bargaining unit on the date ~~of~~ the School Board approves this Agreement.

Tentative Agreement:

Date: Nov 30, 2022

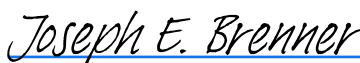
School District of Palm Beach County:

SEIU/FPSU



Timothy Kubrick (Nov 30, 2022 09:08 EST)

Tim Kubrick, Director – Labor Relations



Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:  Regular  Supervisory  Paraprofessional/ECP

**Article 9 – Section 1 - Wages**

**Proposed Language**

SECTION 1 Wages

The Parties agree to increase the Pay Rates in Appendix A by ~~3.5% to the minimum and~~ 3.5% to the maximum effective January 1, 202~~3~~. ~~The Parties also agree to increase the progression between pay range minimums to at least 3% in Appendix A.~~ The January 1, 202~~3~~ minimum-maximum salary schedules are attached as Appendix A. ~~The Parties further agree to increase the Pay Rates in Appendix A to at least a minimum of \$15/hour effective July 1, 2022. The July 1, 2022 minimum-maximum salary schedules are attached in Appendix A.~~ The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 202~~3~~<sup>4</sup> in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.

The Parties agree that effective January 1, 202~~3~~; the annual Pay Rates of all employees shall be increased by ~~the agreed upon percentage in the table below~~ 3.5%. ~~The Parties further agree that effective July 1, 2022, the annual Pay Rates of all employees shall be increased to at least a minimum wage of \$15/hour.~~ Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid ~~the this 3.5%~~ negotiated increase on the minimum-maximum Annual Pay Rate Schedule (Appendix A), ~~retroactive to effective~~ January 1, 202~~3~~. ~~through June 30, 2022. Each employee, who remains an employee of the District in this bargaining unit on July 1, 2022, will be increased to at least the new minimum wage of \$15/hour.~~ Those individuals, who are no longer employees of the District on the date the School Board approves this Agreement, are not entitled to any retroactive pay.

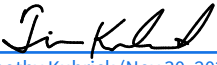
Tier	Years	Percentage Increase
1	0 - 1.99	3.00%
2	2 - 5.99	3.50%
3	6 - 9.99	4.00%
4	10+	4.50%

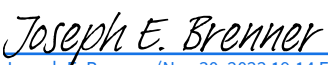
Tentative Agreement:

Date: Nov 30, 2022

School District of Palm Beach County:

SEIU/FPSU

  
Timothy Kubrick (Nov 30, 2022 09:08 EST)

  
Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Tim Kubrick, Director – Labor Relations

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:     Regular                     Supervisory                     Paraprofessional/ECP

**Article 9 – Salary/Benefits - Section 1 - Wages (cont'd)**

**Proposed Language**

SECTION 1 Wages

The Parties further agree that upon ratification and Board approval of this agreement, each bargaining unit member, who is active as of the date it is approved by the Board, will receive a one-time bonus of \$1,500 or 3% of his/her base salary, whichever is greater, prior to any recurring salary increase.

a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 202~~2~~3. If after receiving the negotiated wage increase effective January 1, 202~~2~~3, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 3.5% effective January 1, 202~~2~~3, the employee's new Pay Rate will be considered to be red-lined when wage increases are negotiated in the future.

b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum is increased by 3.5% effective January 1, 202~~2~~3, will have his/her current annual Pay Rate increased as set forth in applicable sub-sections A, B, or C above effective January 1, 202~~2~~3 and will no longer have his/her annual base salary considered to be red-lined.

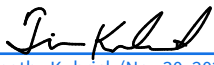
c) An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased 3.5% effective January 1, 202~~2~~3, will continue to have his/her current annual Pay Rate red-lined and will not receive an increase to his/her current red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee's current red-lined annual Pay Rate. Said employee will continue to be paid at his/her current red-lined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-reoccurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 202~~2~~3 through the end of the 202~~2~~3 calendar year or the employee's last day of paid employment with the District whichever occurs first. To be eligible for a bonus payment, the employee must remain with the District in this bargaining unit on the date of the School Board approves this Agreement.

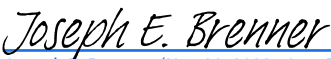
Tentative Agreement:

Date: Nov 30, 2022

School District of Palm Beach County:

SEIU/FPSU

  
Timothy Kubrick (Nov 30, 2022 09:08 EST)  
Tim Kubrick, Director – Labor Relations

  
Joseph E. Brenner (Nov 30, 2022 19:14 EST)  
Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

# FPSU Salary Schedule

**DRAFT**

**APPENDIX A**

**SALARY SCHEDULE <sup>1</sup>**

## Pay Rates by Job Level

**Effective January 1, 2023**

Days	Hrs	6		7		8		9		10		11		12		13		14		15		16		17		Days
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
180	8	21,600	34,418	22,248	37,041	22,910	39,864	23,601	42,889	24,307	46,171	26,078	49,671	28,512	53,464	31,190	57,536	34,099	61,920	37,296	66,633	40,795	71,707	42,835	75,298	180
182	6	16,380	26,101	16,871	28,088	17,373	30,229	17,897	32,523	18,432	35,012	19,776	37,667	21,621	40,548	23,652	43,632	25,858	46,957	28,282	50,529	30,936	54,378	32,483	57,101	182
182	8	21,840	34,801	22,495	37,451	23,164	40,304	23,863	43,364	24,577	46,683	26,368	50,223	28,829	54,063	31,537	58,176	34,478	62,609	37,710	67,372	41,248	72,504	43,311	76,134	182
187	4	11,220	17,878	11,556	19,240	11,900	20,708	12,259	22,278	12,626	23,984	13,546	25,802	14,810	27,773	16,201	29,887	17,712	32,164	19,373	34,612	21,191	37,250	22,250	39,113	187
187	8	22,440	35,756	23,113	38,480	23,801	41,414	24,519	44,555	25,252	47,967	27,093	51,602	29,621	55,545	32,403	59,773	35,425	64,327	38,746	69,223	42,382	74,499	44,501	78,226	187
190	8	22,800	36,364	23,484	39,098	24,183	42,078	24,912	45,271	25,657	48,736	27,527	52,433	30,096	56,438	32,923	60,735	35,994	65,360	39,368	70,332	43,062	75,692	45,215	79,481	190
193	8	23,160	36,903	23,854	39,713	24,565	42,742	25,306	45,986	26,062	49,504	27,962	53,260	30,571	57,328	33,443	61,694	36,562	66,390	39,990	71,443	43,742	76,889	45,929	80,736	193
196	6	17,640	28,109	18,168	30,250	18,709	32,555	19,274	35,026	19,850	37,705	21,297	40,565	23,284	43,665	25,472	46,988	27,847	50,567	30,458	54,416	33,315	58,563	34,982	61,494	196
196	8	23,520	37,478	24,225	40,333	24,946	43,406	25,699	46,701	26,467	50,273	28,396	54,086	31,046	58,219	33,963	62,650	37,130	67,422	40,611	72,554	44,421	78,083	46,643	81,991	196
206	8	24,720	39,388	25,461	42,389	26,219	45,620	27,010	49,084	27,818	52,838	29,845	56,845	32,630	61,190	35,696	65,847	39,025	70,864	42,683	76,254	46,688	82,067	49,022	86,174	206
12 mo	8	31,200	45,103	32,136	48,544	33,092	52,244	34,091	56,226	35,110	60,514	36,171	65,121	37,398	70,082	40,893	75,422	44,741	81,167	48,922	87,348	53,498	94,002	56,160	98,702	12 mo

### Starting Pay If Above Range Minimum

<u>School Bus Drivers</u>		
<u>Hourly Min</u>	<u>Job Title</u>	<u>New Annual</u>
\$20.00	Bus Driver I	\$28,800

<u>Mechanics</u>	<u>Annual Min</u>
Trans Equipment Mech I	\$38,616
Trans Equipment Mech II	\$42,233
Trans Equipment Mech III	\$46,192

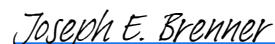
<u>Educational Interpreters</u>	<u>Annual Min</u>
Educ Interpreter I <i>For 190 days @ 7.5 hours:</i>	\$28,334 <b>\$26,563</b>
Educ Interpreter II <i>For 190 days @ 7.5 hours:</i>	\$33,997 <b>\$31,872</b>
Educ Interpreter III <i>For 190 days @ 7.5 hours:</i>	\$42,906 <b>\$40,224</b>
Educ Interpreter IV <i>For 190 days @ 7.5 hours:</i>	\$52,824 <b>\$49,523</b>
BA/S & RID - Educ Interpreter IV <i>For 190 days @ 7.5 hours:</i>	\$59,807 <b>\$56,069</b>

<sup>1</sup> Salary Schedule changes to reflect:

- Increases such that at least 3% progression between pay range minimums
- Increases of 3.5% all pay range maximums
- Addition of new pay grade level 17

Nov 30, 2022

  
Timothy Kubrick (Nov 30, 2022 09:08 EST)

  
Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:  Regular  Supervisory  Paraprofessional/ECP

**Article 10 – Section 2 - Food Service Manager Supplements**

**Current Language**

School Food Service Managers, who successfully complete the sixteen (16) week Manager Intern Program , or employees who are working in the capacity of a School Food Service Manager, and whose job assignment includes additional responsibilities associated with a specific service delivery activity, will receive supplemental pay as authorized by the School Food Services Department:

Manager Trainer	\$750.00 Rotation
Secondary School Engineering/All Special Population	\$500.00 Monthly

*\*amounts will be prorated when working less than a full month*

**Proposed Language**

School Food Service Managers, who successfully complete the sixteen (16) week Manager Intern Program , or employees who are working in the capacity of a School Food Service Manager, and whose job assignment includes additional responsibilities associated with a specific service delivery activity, will receive supplemental pay as authorized by the School Food Services Department:

Manager Trainer	<del>\$750.00 Rotation</del> \$30 per day
Secondary School Engineering/All Special Population	\$500.00 Monthly

*\*amounts will be prorated when working less than a full month*

Tentative Agreement:

Date: Nov 30, 2022

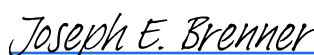
School District of Palm Beach County:

SEIU/FPSU



Timothy Kubrick (Nov 30, 2022 09:08 EST)

Tim Kubrick, Director – Labor Relations



Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:  Regular  Supervisory  Paraprofessional/ECP

**Article – Health, Life, Dental and Vision Insurance**

**Recommendation**

As a result of coalition bargaining, replace existing language with the Tentative Agreement for Health, Life, Dental and Vision Insurance Benefits reached on September 30, 2022 and approved by the School Board on October 19, 2022.

**Regular:** Article 36

**ECP/Paraprofessional II:** Article 33

**Supervisory:** Article 34

Tentative Agreement:

Date: Nov 30, 2022

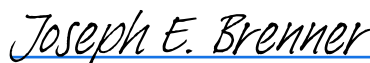
School District of Palm Beach County:

SEIU/FPSU



Timothy Kubrick (Nov 30, 2022 09:08 EST)

Tim Kubrick, Director – Labor Relations



Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator



Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:  Regular  Supervisory  Paraprofessional/ECP

**Article 5 – Union Rights and Privileges (Dues Deductions)**

**Section 6 (Regular & Supervisory) and Section 3 (Paraprofessional/ECP)**

**Proposal**

**Dues Deductions**

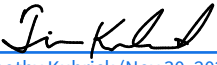
A. For an annual fee of \$100.00, the District agrees to deduct membership dues, Committee on political Education (COPE) payments, and/or other uniform assessments to SEIU/FPSU from the wages of ~~non-instructional personnel who are members of SEIU/FPSU the dues of SEIU/FPSU as such~~ employees in the bargaining unit who voluntarily and individually authorize on forms provided by SEIU/FPSU and consistent with the requirements of the automated payroll system. **Such authorization is revocable at the employee's request upon 30 days' written notice to the District and Union.** In addition to the Dues Deduction form in Appendix B, the District shall accept valid telephonic and electronic authorizations from SEIU/FPSU. The Union agrees to provide evidence of such authorizations to the District upon request.

B. SEIU/FPSU recognizes this is a privilege granted by the District, and agrees that the District has full authority to discontinue this service at any time if SEIU/FPSU violates the laws of the State of Florida in connection with their activity as representatives of employees of the Palm Beach County Schools. SEIU/FPSU and the District recognize that this is a voluntary action on the part of the employees, and that neither Party recognizes this as a dues check off plan. The Parties agree to discuss and set-up checkoff in levels or percentage.

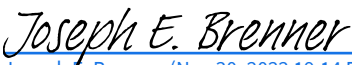
Contract:  Regular  Supervisory  Paraprofessional/ECP

Tentative Agreement: Date: Nov 30, 2022

School District of Palm Beach County: SEIU/FPSU

  
Timothy Kubrick (Nov 30, 2022 09:08 EST)

Tim Kubrick, Director – Labor Relations

  
Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

**Article 10 – Section 2 - Custodial**

**Current Language**

SECTION 2 Custodial

The School Board agrees to provide salary supplements to compensate leadership responsibilities of a person designated to assist a Custodial Foreperson in custodial staff management as follows:

- Leadperson (as Foreperson II) Supplement \$550
- Leadperson (as Foreperson III) Supplement \$650
- Leadperson (as Foreperson IV) Supplement \$1000
- Leadperson (as Foreperson V) Supplement \$1500

Such supplements shall not be removed for arbitrary or capricious reasons.

**Proposed Language**

SECTION 2 Custodial

~~The School Board agrees to provide salary supplements to compensate leadership responsibilities of a person designated to assist a Custodial Foreperson in custodial staff management as follows:~~

To compensate for additional responsibilities, Lead Custodians are tasked with completing additional training and are responsible for team building and coaching of staff. Lead Custodians are also responsible for ensuring that the District's enhanced maintenance standards are reached and maintained. For these responsibilities, the District agrees to provide salary supplements to an employee designated to assist a Custodial Foreperson in custodial staff management as follows:

- Leadperson (as Foreperson I) Supplement \$750
- Leadperson (as Foreperson II) Supplement ~~\$550~~ \$1,000
- Leadperson (as Foreperson III) Supplement ~~\$650~~ \$1,250
- Leadperson (as Foreperson IV) Supplement ~~\$1000~~ \$1,500
- Leadperson (as Foreperson V) Supplement ~~\$1500~~ \$1,850

Such supplements shall not be removed for arbitrary or capricious reasons.

Tentative Agreement:

Date: Nov 30, 2022

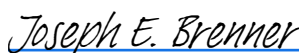
School District of Palm Beach County:

SEIU/FPSU



Timothy Kubrick (Nov 30, 2022 09:08 EST)

Tim Kubrick, Director – Labor Relations



Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

Service Employees International Union/Florida Public Services Union  
(SEIU/FPSU) – Regular/Supervisory/Paraprofessional II & Early Childhood Professional

Collective Bargaining Agreement Negotiations  
Proposed Language by School District of Palm Beach County Management  
Limit: Salary (excluding Bus Drivers) plus 2 Articles

Contract:     Regular                     **Supervisory**                     Paraprofessional/ECP

**Article 10 – Section 7 - Custodial Foreperson Supplements (New)**

**Proposed Language**

**SECTION 7    Custodial Foreperson Supplements**

To compensate for additional responsibilities, Custodial Forepersons are tasked with completing additional training and are responsible for team building and coaching of staff. Forepersons are also responsible for ensuring that the District’s enhanced maintenance standards are reached and maintained. For these responsibilities, the District agrees to provide salary supplements to an employee designated as a Custodial Foreperson as follows:

Foreperson I Supplement	\$900
Foreperson II Supplement	\$1,200
Foreperson III Supplement	\$1,400
Foreperson IV Supplement	\$1,700
Foreperson V Supplement	\$2,000


Such supplements shall not be removed for arbitrary or capricious reasons.

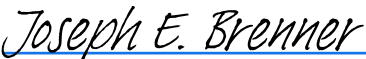
Tentative Agreement:

Date: Nov 30, 2022

School District of Palm Beach County:

SEIU/FPSU

  
Timothy Kubrick (Nov 30, 2022 09:08 EST)

  
Joseph E. Brenner (Nov 30, 2022 19:14 EST)

Tim Kubrick, Director – Labor Relations

Joseph Brenner, Deputy Chief of Staff/Chief Negotiator

## ARTICLE \_\_\_ HEALTH, LIFE, DENTAL AND VISION INSURANCE

Effective January 1, 2023, the following provisions shall supersede all previous Articles/Sections regarding health/medical, dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement or negotiated modifications hereto, upon ratification by each respective employee organization and approval of the School Board.

1. (a) The District will provide a choice of benefits to eligible employees under a cafeteria plan hereinafter referred to as a "Flexible Benefits Plan."
- (b) Full-Time Eligible Employees: A full-time eligible employee is defined as a non-temporary employee who is in a regular established position and works six (6) or more hours per day.
- (c) Part-Time Eligible Employees: A part-time eligible employee is defined as a non-temporary employee in a regular part-time position who falls within one of the following two classifications:
  1. Employee who works three and three quarter (3.75) or more hours, but less than six (6) hours per day and is included in the job classifications under the CTA Bargaining group or:
  2. Employee who works four (4) or more hours per day, but less than six (6) and was hired prior to January 1, 2012 and remains continually employed in such position.

Any employee who is hired or rehired into a part-time position or transfers from a full-time into a part-time position on or after January 1, 2012, will not be eligible under this definition, except for those in the CTA bargaining group.

2. (a) Within the Flexible Benefits Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical plans shall consist of a High Option Health Maintenance Organization (HMO) Plan, a Low Option HMO Plan and a Consumer Driven Health Plan (CDHP).

The medical plan enrollment choices include: Low Option HMO Plan or the CDHP for the first eighteen (18) months of active eligible employment. Thereafter, any elected medical plan changes will be effective the first day of the plan year occurring at least eighteen (18) months after the date the employee became eligible for insurance coverage.

- (b) DENTAL PLANS: The District will also make available choices of dental plans, including a Managed Dental Plan and a Preferred Provider (PPO) Plan to be paid by the employee with pre-tax dollars through payroll deduction.
- (c) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction

(d) GROUP TERM LIFE INSURANCE: Basic Term Life Insurance will be provided and paid by the District for eligible employees in the following amounts:

- ▶ \$20,000 face value for full-time eligible employees.
- ▶ \$10,000 face value for part-time eligible employees.

The Group Term Life Policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within thirty (30) days of their first date of hire at the same rates the Board pays in \$20,000 increments, up to \$100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (1/2) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in \$10,000 increments. If an employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase group term life for their dependent children.

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent children, who are under the age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

- ▶ \$5,000 coverage on all dependent children over six (6) months of age, or
- ▶ \$10,000 coverage on all dependent children over six (6) months of age.

All voluntary group term life purchased coverage will be paid through payroll deduction and no medical questionnaire or physical exam need to be taken if the eligible employee enrolls within the first thirty (30) days of employment and ~~for less than~~ **not in excess of** \$100,000 coverage. Rates for optional employee coverage will not be more than the rates that the District pays for the basic coverage described above.

Group Term Life Insurance coverage in excess of \$100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability by the insurance carrier.

(e) CLAIMS ADMINISTRATION: An employee will be required to comply with any and all rules and regulations and/or limitations established by the carrier or applicable third party administrator and contained in the policy, and employees and their dependents shall look solely to such carrier or third party administration for the adjudication of the payment of any and all benefits claims.

3. The District has established a retirement program under IRS Code Section that defers taxation until retirement or other severance from employment and permits the employee to forfeit and allow the District to contribute each year all of his/her benefit dollars to this retirement plan. This program is called the Special Retirement Plan. At the option of the District, additional contributions may also be made by the District. Any contributions to the Special Retirement Plan shall be made as an employer contribution to such eligible retirement program. Account values under this Plan shall be available to the employee only as permitted under, and in accordance with applicable Federal and Internal Revenue Service regulations governing such programs.
4. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.
5. Those eligible employees who elect not to participate, as an employee or dependent, in any of the Medical Plans (High Option HMO, Low Option HMO or CDHP), and who complete an online election form indicating other medical coverage, will receive contributions to the Special Retirement Plan as follows:

- ▶ \$100.00 monthly for each full-time eligible employee.
- ▶ \$ 50.00 monthly for each part-time eligible employee.

- 6.(a) Effective January 1, ~~2021~~ 2023 and thereafter, the District will pay the following towards monthly medical insurance premium cost for employees enrolled in the High Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$540	<del>\$540</del> 440
Employee plus children	\$810	<del>\$780</del> 680
Employee plus spouse	\$880	<del>\$850</del> 750
Employee plus full family	\$1,080	<del>\$1050</del> 950

- (b) Effective January 1, ~~2021~~ 2023 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the Low Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$490	\$490
Employee plus children	\$760	\$730
Employee plus spouse	\$835	\$805
Employee plus full family	\$981	\$951

- (c) Effective January 1, ~~2021~~ 2023 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the CDHP Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$370.00	\$370.00
Employee plus children	\$630.00	\$600.00
Employee plus spouse	\$670.00	<del>\$630</del> 640.00
Employee plus full family	\$810.00	\$780.00

- (d) In addition to the premiums funded above in (c), for each employee enrolled in the CDHP, the District will also fund a Health Savings Account (HSA) for each employee who meets the eligibility criteria established by the IRS. It is the employee's responsibility to elect and complete an

enrollment process directly with the bank that administers the HSA offered through the District. Funding can only occur once the District receives confirmation from the bank that an account has successfully been opened. The District funding will be in the following monthly amounts:

<u>Tiers</u>	<u>Amount</u>
Employee only	\$60.00
Employee plus children	\$90.00
Employee plus spouse	\$90.00
Employee plus full family	\$120.00

- (e) The Parties agree to reopen coalition negotiations in ~~2021~~2023 on any additional premium increases and/or plan design changes for calendar year ~~2022~~2024. Coalition bargaining will begin no later than April 15. ~~All parties will meet at least once a month until such time as an agreement is reached.~~ The District agrees to be available for meetings on a monthly basis if requested by coalition members.

7. (a) All eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars when legally eligible:

- ▶ The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans for themselves and their eligible dependents. Eligible children may be enrolled until their 26<sup>th</sup> birthday.
- ▶ Eligible employees who waive medical coverage or enroll in an HMO medical plan may also contribute pre-tax dollars to a medical Flexible Spending Account, and/or to a Dependent Care Flexible Spending Account through payroll deductions up to the maximums permitted by law.
- ▶ Eligible employees who enroll in a CDHP, may also contribute pre-tax dollars to a Health Savings Account and/or to a Dependent Care Flexible Savings Account through payroll deductions up to the maximums permitted by law.

(b) Eligible employees may purchase other optional Benefits through payroll deductions with post-tax dollars such as medical coverage for children ages 26-30, Disability Income Protection and Optional Group Term Life Insurance. Optional Group Term Life Insurance may also be purchased for eligible dependents.

(c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms or on-line process within 30 calendar days of employment or during required annual enrollment periods, he/she will automatically be enrolled in a default benefit plan (Low Option HMO with employee only coverage). If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during annual enrollment periods, the employee will be denied dependent and/or domestic partner coverage as applicable.

(d) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

8. (a) The High Option HMO Plan will cover in-network physicians and hospitals with deductibles, co-payments and/or coinsurance.

The High Option HMO Plan is defined as an HMO with a primary care provider office visit copay of \$30, a specialist office visit copay of \$40. For Primary Care and Specialist categories that are designated as Tier 1 providers, the above copays will apply. For these same Primary Care and Specialist categories, the copay for non-tier 1 providers will be \$ \$40 for Primary Care and \$50 for Specialists. Other copays are as follows: an urgent care copay of \$50, an out-patient rehabilitation therapy copay of \$20 per visit, and a mental health and substance abuse out-patient copay of \$20 per individual session and a copay of \$15 per group session. Virtual office visits, where available, will have a copay of \$25. Emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing will have coinsurance of 10% after an annual deductible of \$400 individual/\$800 family. Emergency room expenses will have coinsurance of 15% after the \$400 individual/\$800 family deductible. Out-of-pocket maximums will be applied per policy language with an annual calendar year maximum of \$4,000 per individual and \$8,000 per family.

- (b) Prescription coverage in the HMO plans will require a separate \$100 annual deductible per individual with a maximum of \$200 per family as well as various copayments for Tier I, Tier II, Tier III and Tier IV prescriptions. There will be no annual deductible for mail order maintenance prescriptions. The carrier will determine tier placement of all drugs covered under the Outpatient Prescription Drug coverage. ~~Beginning~~ As of January 1, 2019, the standard Rx plan ~~will be in place~~ was implemented and it excluded Walgreens. Additionally, the following language ~~will be~~ was included in our Summary Plan Description (SPD):

**Exclusions:**

- ▶ A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.
  - ▶ A Prescription Drug Product contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.”
- (c) In the HMO plans, the prescription copay for up to a 30-day supply will be \$10 for Tier I prescriptions, \$30 for Tier II prescriptions, \$60 for Tier III prescriptions and \$100 for Tier IV prescriptions. Mail order will be available for 2.5 times the copays previously listed for up to a 90-day supply of maintenance prescriptions.
- (d) The Low Option HMO Plan’s copays are as follows:  
A primary physician’s office visit copay of \$40, a specialist office visit copay of \$60. For Primary Care and Specialist categories that are designated as Tier 1 providers, reduced copays will apply. For these same Primary Care and Specialist categories, the copays for tier 1 providers will be \$30 for Primary Care and \$55 for Specialists. Other copays are as follows: an emergency room copay of \$250, an urgent care copay of \$75, an emergency ambulance copay of \$150. Virtual office visits, where available, will have a copay of \$25. In-patient hospitalization, outpatient hospitalization, approved durable medical equipment and diagnostic testing will have 20% coinsurance after a plan deductible. Out-of-pocket maximums for this percentage coinsurance will be applied per policy language with an annual calendar year maximum of \$6,000 per individual and \$12,000 per family. Outpatient rehabilitation therapy will have copays of \$35 per individual session and copays of \$25 per group session.



- (e) The Consumer driven Health Plan (CDHP) will have in network and out of network coverage. The is \$3,000 individual/\$6,000 family with 30% coinsurance applying after satisfaction of deductibles. The in-network annual out-of-pocket maximums will be \$6,350 individual/\$12,700 family. The annual out-of-network deductible is \$4,500 individual/\$9,000 family with 40% coinsurance applying after satisfaction of the deductibles. The out-of-network annual out-of-pocket maximums will be \$10,000 individual/\$20,000 family. Pharmacy benefits are subject to medical deductible and coinsurance. Beginning January 1, 2019, the standard Rx plan will apply, which excludes Walgreens from in network coverage.

As part of the CDHP, a Health Savings Account (HSA) will be funded by payroll contributions in the amounts listed in 6 (d) above, for any eligible employee who activates an account. This HSA will be funded by the District.

- (f) Prior authorization and medical necessity programs as administered by the medical plan carrier or administrator for their fully funded plans apply.

9. An employee eligible for benefits is eligible to enroll his/her eligible domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to enroll in a medical plan:

- Must both be at least 18 years of age and mentally competent.
- Must not be related by blood in a manner that would bar marriage under the law of the State of Florida
- Must be considered each other's sole domestic partner and not married to or partnered with any other spouse, spouse equivalent or domestic partner.
- Must have shared the same regular and permanent residence in a committed relationship for at least one year and intend to do so indefinitely.
- Neither partner can have had another domestic partner at any time during the 12 months preceding this enrollment.
- Must provide proof of registration with the Palm Beach County Clerk & Comptroller's Office.

A signed affidavit attesting to the above will be required by both partners as well as proof that both are financially interdependent and living together. Premiums will be paid on a post-tax basis and will be subsidized by the District to the same extent as other eligible employees; however, the amount of premium paid by the District towards dependent coverage for an employee's domestic partner will be considered imputed income and will be subject to Federal Withholding, FICA, Social Security and Medicare taxes. In other words, the premium for domestic partner benefits is the same as the premium for the Employee Plus Spouse option except that the domestic partner benefits premium will be taxed on a post-tax basis and any District-paid contribution will be taxed as imputed income to the employee as set forth above. A domestic partner is not considered a qualified beneficiary under COBRA. In those cases, when an employee elects to cover a domestic partner and any child(ren), including his/her own or the partner's child(ren), the employee will pay the premium of the Employee Only/Single premium option on a pre-tax basis. Additionally, premiums on a post-tax basis will be required for the domestic partner and/or partner and child(ren) set forth above.

10. (a) Payroll deductions for benefits will be made as follows:

- For employees on a 24 to 26-pay cycle, annual premiums will be spread equally over 24 pays.
- For employees on a pay cycle having fewer than 24 pays, annual premiums will be equally spread over 22 pays.
- For employees on other pay cycles, annual premiums will be spread as equally as possible over their pay cycle.

All premiums to medical, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan, when legally allowed, i.e. with pre-tax dollars.

(b) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

11. The Parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.

12. Any changes or modifications to the provisions under this Section shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions as provided herein. In addition to the limited re-opener provision contained in 6(e), all Parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the following occurs:

- Whenever the Parties mutually agree to reopen negotiations on this Section; or
- Whenever more than three years (36 months) have lapsed since the Parties reopened negotiations and had the opportunity to negotiate on all aspects of this Section.

In the event the Parties fail to reach agreement during negotiations of this Section, the impasse process outlined in Florida Statutes Chapter 447 will be utilized to resolve any dispute or impasse.

13.(a) The effective date of the District's insurance coverage for those employees who are less than twelve-month employees who are newly hired in August and are scheduled to work and are on a paid status at least fifteen (15) work days in August, will be September 1. New employees hired in August, but who are not scheduled to work and on a paid status at least fifteen (15) workdays in August will have their District insurance coverage effective October 1. Otherwise, benefits for benefit eligible employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.

(b) An employee who is not a twelve-month employee whose employment ends with the District at the end of any school year and who is on a paid status through the last day of his/her contract year will continue to be covered by the District's insurances (except for term life and/or income protection insurances which end June 30) through July 31 of that calendar year provided the employee makes proper payment of his/her share of the insurance premiums through payroll deductions or other means of payment mutually agreed to by that employee and the District. Otherwise, benefits will end the last day of the month in which the employee's active paid employment or FMLA leave with the District ends provided all employee required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing

his/her insurance(s) as provided under Federal COBRA rule and regulations.

Notwithstanding any other provisions in the Contract, the provisions contained in this Section supersede any bargaining unit contract language relating to continuing insurance coverage for employees on an unpaid leave of absence.

**14. Health Rewards with Outcomes**

- (a) All parties are desirous of a program that allows partial premium discounts (within all legal parameters of IRS Section 125 plans and the Affordable Care Act). This Section spells out the program requirements, required dates for completion, and the corresponding dates for the premium discount to begin to apply.
- (b) An employee who is enrolled in a District medical plan, for which both the District and the employee are contributing toward the premium, is eligible to earn rewards. Each eligible employee and his/her covered spouse or domestic partner who actively participates in and completes the health reward required activities listed below between January 1 and August 31, will be eligible for an employee health rewards beginning with the first premium in the following January and continuing through the calendar year, as long as the employee remains eligible throughout this time period. The credit amounts are listed in section d below. Those described above, who complete the health rewards required activities after August, but on or before December 31 will be eligible for the health rewards credit beginning with the first premium in the following June and continuing through the calendar year, as long as the employee remains eligible during this time period.
- (c) All health care information and results remain confidential. Federal laws protect an individual's privacy. The School District will only be notified if an employee and/or his/her spouse/domestic partner has been awarded 100% for completing the required activities listed below.
- (d) Monthly credits for health rewards program completion depends on the tier of medical coverage in which the employee enrolls. For those employees on a 26 annual pay cycle, the credit is as follows:

Employee Only Coverage \$50 per month

Employee plus child(ren) \$50 per month

Employee plus Spouse \$25 per month for employee and/or \$25 per month for Spouse/DP

Employee plus Family \$25 per month for employee and/or \$25 per month for Spouse/DP

These monthly reward credits will be prorated for those on other pay cycles so that the annual amounts are the same.

### Required Activities

1. Biometrics measuring blood pressure, weight and height for BMI, fasting cholesterol (total and LDL) and fasting glucose 33%
2. Completion of the online Health Survey 33%
3. Meet 4 out of 5 of the targeted outcomes (see chart below) 34%

†	<b>Achieve Target Total Cholesterol Value</b>	<b>Less than 200 mg/dl</b>
†	<b>Achieve Target Blood Pressure Value</b>	<b>Less than or equal to 140/90</b>
†	<b>Achieve Target Body Mass Index (BMI) Value</b>	<b>Less than or equal to 27.5 Or a decrease of 2 points from The prior year BMI as measured From the District's program</b>
†	<b>Achieve Target LDL Cholesterol Value</b>	<b>Less than 130 mg/dl</b>
†	<b>Achieve Target Blood Sugar Value</b>	<b>Less than 100 mg/dl</b>

Biometric results may be reported by an in-network physician or in-network convenience care clinic on a personalized MD form which the employee/covered spouse or domestic partner must print prior to visiting his/her physician or convenience care clinic and ensure that it is completed, signed, and faxed to Optum at the fax number on the form. Additionally, it is the employee's responsibility to review their completion status on the designated website within 45 calendar days of completion deadlines in order to have their claims of errors reviewed and/or corrected.

~~In calendar year 2018, 2019, and 2020~~ On-site biometric screenings will also be a method for employees/covered spouses or domestic partners to have their biometrics measured and reported. There will be no cost to employees/covered spouses or domestic partners for on-site biometric screenings.

### Reasonable Alternatives

For those that do not meet 4 out of the 5 requirements above, a reasonable alternative in the form of a Telephonic Coaching Program will be available to earn their final 34%. These programs will take a minimum of 8-12 weeks to complete. Beginning in January 2020, additional reasonable alternative choice may be provided and will listed in the official rules published each year by the benefits section of the Risk & Benefits department. The official rules for the health rewards program will be published on the District's employee website under the Department of Risk & Benefits Management. Additionally, there may be specific lifestyle programs offered as reasonable alternatives. There are some requirements that need to be met to be eligible for specific programs such as Real Appeal. These specific programs will only be allowed to be completed once by any covered member. Once an employee or covered dependent has taken either of these courses and received points towards the Health Rewards with Options program, they will not be eligible to receive credit for these programs in future years.

The plan time frame for completion is the entire calendar year for employees and their covered spouses/domestic partners to complete the Health Rewards requirements for the discount to apply at a specific point in the following calendar year.

- If the required activities are completed by August 31, the discount will start with the first premiums effective on or after the following January 1. ¶
- If the required activities are completed by December 31, the discount will start with the first premiums effective on or after the following June 1.

In order to earn the premium reward discount anytime in a plan year, the employee will need to fully complete the Health Rewards required activities within the required time frame in the prior plan year. If the employee also elects coverage for a spouse or domestic partner, the covered adult would also need to fully complete the required activities within the established time period in order for the premium reward discount to be awarded to the employee. Effective for the plan year 2021, the covered spouse or domestic partner will earn the Health Rewards credit independently and separate from the employee.

Completion of all Health Rewards required activities resulting in an award of 100% would be necessary for the employee and/or a covered spouse or domestic partner.

#### 15. Engagement/Greater Rewards with Next Steps

(a) During 2014 and thereafter, the District and its recognized Employee Unions and Associations agree to explore and implement other wellness rewards to encourage and support active employee participation in the District's Health and Wellness efforts. It is agreed opportunities will be provided to help employees avoid any future financial penalties and to provide financial incentives to employees. It is also agreed that incentive requirements will change every few years and will be bargained two years in advance where practical.

In addition, the District and the Coalition Bargaining groups agree to meet 4 times throughout the year to discuss additional wellness initiatives and medical plan issues and design changes to understand and/or achieve a balance of benefits and cost containment. This will be accomplished in partnership with the District, its Employee Unions and Associations and the insurance providers to create intense communication efforts, community resource information, and support tools well in advance. The subject matter of the Committee will include, but is not limited to, the following issues:

¶

- Programs providing employees with information on negotiated price, and the quality, of particular health care services provided by particular providers, together with incentives to obtain services from higher-value providers (“transparency”);
- The contractual provisions and financial performance of the District's contract for pharmacy benefit management (“PBM”);
- The establishment and operation of one or more on-site or near-site clinics or health centers to serve District employees and dependents, operated under contract with the District;
- Wellness program design and administration, including requirements and incentives;
- Health plan benefit design, including but not limited to infertility diagnosis and treatment;
- Health plan utilization issues, including but not limited to potential over-utilization of urgent care, emergency room and C-section deliveries;

- Total well-being of employees and dependents, including financial stress and worksite environment;
- 24-hour physician access by telephone or computer “telemedicine”).
- Onsite Employee Health Clinic

(b) The bargaining units agree that participation in the District’s health rewards program is beneficial to the employee as it brings awareness to each member’s personal health situation and awareness is a first step to understanding healthy and effective lifestyle habits. To help increase participation, each bargaining group agrees to work towards increasing participation through promotions and discussions at meetings as well as in newsletters, emails and other correspondence to their members. Each bargaining group will strive to increase participation by 10 % beginning in 2020.

### **16. Tobacco Surcharge**

Employees who use tobacco products will be required to pay an additional monthly surcharge of \$50 for their medical insurance. An employee who has used a tobacco product(s) anytime within the last 60 days will be considered to be a user of tobacco products. The tobacco surcharge (\$50 a month) will be enforced throughout the entire plan year unless the employee meets the requirements of the Affordable Care Act for a change in his/her status. Employees are required to complete an affidavit that indicates their status within 30 days of their hire date. Employees will be able to update their tobacco status between January 1, and October 15 of each year. Changes made during this period will apply for the entire next plan year. By choosing not to disclose tobacco status or by not completing the form, employees will be assessed the \$50 monthly default charge, the same as a tobacco user.

### **17. On-site Employee Clinic**

The District ~~will establish~~ **has established** an onsite health clinic, **known as the District Occupational Clinic, or “DOC”,** to be located adjacent to **the** Fulton-Holland Educational Services Center. ~~This clinic will provide~~**The DOC provides** primary health services for employees and any dependents covered under the District’s medical plan at lower co-pays. ~~The clinic is expected to open by July 2020 and will operate for two years as a trial run. Use and outcomes will be examined at that time. Due to the COVID-19 pandemic, the trial run for the clinic will be extended through Plan Year 2023. Use and outcomes will be examined at that time.~~ For calendar year ~~2020-2022~~ and ~~2021-2023~~, the co-pay will be \$10 per visit for employees and dependents enrolled in the HMO medical plans. For the same time period, those employees and dependents enrolled in the CDHP medical plan will have a cost share of \$25. This amount must be an amount equal to fair market value as required by the IRS.


Pre-employment and random drug testing as well as CDL and other required employee physicals will be handled through the clinic at the discretion of the District.

The signatures below denote a tentative agreement has been reached on this proposal to amend the Health, Life, Dental and Vision Insurance provisions to be effective January 1, 2023.

Tentative Agreement Date: 9/30/2022

---

**For the Association of Educational Secretaries and Office Professions (AESOP):**

  
Robert Addicott (Oct 4, 2022 12:43 EDT)  
Robert Addicott, President

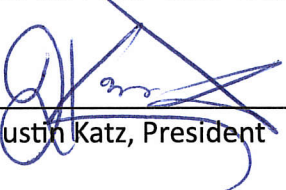
---

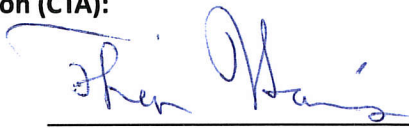
**For the Service Employees International Union-Florida Public Services Union (SEIU/FPSU):**

Joseph Brenner  
Joseph Brenner (Oct 5, 2022 12:31 EDT)  
Joseph Brenner, Chief Negotiator

---

**For the Palm Beach County Classroom Teachers Association (CTA):**

  
Justin Katz, President  
9/30/2022

  
Theo Harris, Executive Director

---

**For the Palm Beach County Police Benevolent Association (PBA):**

Katie Mendoza  
Katie Mendoza (Oct 5, 2022 13:55 EDT)  
Katie Mendoza, PBA Legal Counsel

---

**For the School District of Palm Beach County, Florida**

Nancy Bolton  
Nancy Bolton (Oct 10, 2022 09:02 EDT)  
Nancy Bolton, Director, Risk & Benefits Management

  
Tim Kubrick, Director, Labor Relations