

Tentative Agreement

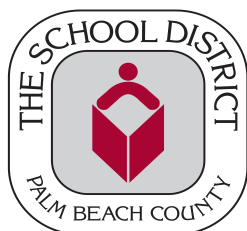
Between

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

And

**Service Employees International Union/Florida
Public Services Union**

SUPERVISORY



January 1, 2026 - December 31, 2028

Negotiations for the
2025-2026 School Year

Service Employees International Union/Florida Public Services Union (SEIU/FPSU)
Collective Bargaining Agreement Negotiations – School Year 2025-2026
Proposed Language by Section for District Management

ARTICLE 1 PREAMBLE

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This Comprehensive Agreement is entered into by the School District of Palm Beach County, Florida and the SERVICE EMPLOYEES INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU), and was ratified by SEIU/FPSU (Supervisory) on the ~~5th~~ day of ~~September~~, 202~~56~~ and adopted by the School Board on the ~~4th~~ day of ~~June~~, 202~~56~~.

The Parties agree that nothing herein prohibits the opening of negotiations by either party in September of 202~~56~~ for ~~successor~~ **reopener** negotiations, to be effective on January 1, 202~~67~~, prior to the expiration of the Agreement. **In September of the second year of the Successor Agreement, during the reopener negotiations, either party may open the contract as follows: Article 9, Salary/Benefits, Appendix A Salary Schedules plus two (2) additional Appendices and select two additional Articles each to negotiate. Any recommendations from any joint study committees will be in addition to the number of Articles allowed during reopeners. Any appendix that has expired may be allowed during reopeners.** The Parties further agree that nothing herein prohibits SEIU/ FPSU from negotiating with the District ~~in 2025~~ on the additional costs of health premiums for calendar year 202~~68~~ and on other mutually agreed upon benefit changes in coalition bargaining with the other employee organizations recognized by the District's School Board as provided herein.

Unless otherwise stated herein, this Agreement shall be effective upon ratification by SEIU/FPSU and approval of the District's School Board and shall continue in effect through December 202~~56~~.

In WITNESS WHEREOF, the aforesaid Parties have hereunto executed this Agreement on the ____ day of ~~June~~**September**, 202~~56~~.

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 6/16/2026

SEIU/FPSU:



Mark Floyd, Chief Negotiator

Service Employees International Union/Florida Public Services Union (SEIU/FPSU)
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ARTICLE 5 / SECTION 11: Employee Information

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The District will provide the Union monthly reports of newly hired employees whose job is included in the SEIU/FPSU Unit Description. The report shall contain contact information, job location and job title of each employee.

The District shall notify the Union of any formal orientation or in-service meeting held by the District. The notice will be sent as soon as such meeting(s) are scheduled but not less than five (5) days in advance and will include the date, time and location of the meetings(s).

~~SEIU/FPSU shall be granted access to new employees at the conclusion of New Employee Orientation as scheduled by the District. If no formal orientation or in-service is held, the District shall allow Union representatives to meet with new hires during their duty day at a District property once per semester on a non-student attendance day for no more than thirty (30) minutes. The Parties agree to work together to determine the best way to schedule the meeting so as to provide the least amount of disruption to the operations of the District.~~

~~SEIU/FPSU shall have the right to provide a video, not to exceed five (5) minutes in length, for inclusion in the onboarding activity guide that all new and rehired employees in the bargaining unit are required to complete. Upon receiving the video, the District will provide an expected go-live date based on the timeline required for the technical team to implement.~~

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ARTICLE 5 / SECTION 10: Surplus District Computers

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~~If it is determined by the District that surplus District Computers can be sold to the Union in keeping with all applicable laws and without violating any contractual agreements with any other agency or any School Board Policy(ies), representatives of the District and the Union will meet to negotiate a sales contract between the Parties relating to the Union's purchase of surplus District computers.~~

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ARTICLE 6 / SECTION 4: Vandalism to Vehicle

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Proposed Language

If an employee's vehicle is vandalized while on the property of the District and the employee is on active duty or is on an approved TDE for District purposes, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Officer, witness testimony or apprehension of the person(s) responsible for the vandalism. As used herein the phrase "vehicle is vandalized" means a willful and malicious act of damaging an employee's vehicle. The maximum total liability of the District under this provision will be ~~five-eight~~ hundred dollars (~~\$500~~) \$800, less any amount reimbursable by insurance. The maximum total liability of the District for the bargaining unit will be ten thousand dollars (\$10,000) per school year (July 1 - June 30).

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ARTICLE 6 / SECTION 6: Quality Public Service Counsel

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The Union will select from among its three (3) representatives a co-chair and management will also select a co-chair from among its three (3) representatives. The co-chairs will be jointly responsible for establishing the agenda for each Council meeting in advance and shall alternate each meeting as the Chair of the Council. The Co-chair who is not chairing the Council meeting will be responsible for taking the minutes of that Council meeting. After the meeting, the co-chairs will review, finalize and will both sign those minutes and then share them with the Council members, with the employees and managers being represented by that Council as well as with the Chief Operating Officer and the Superintendent of Schools.

To ~~assure~~ ensure those appointed have the authority to make decisions concerning topics that may be on the Council's agenda, either the Director or a manager who is a direct report to the Director will be appointed by management as one of its three (3) appointees to serve on the Council.

The Councils may discuss issues, which could result in an improved quality of work life both on the job and after work hours, as well as improving the quality of work performed and employee training programs. The Councils may also discuss other matters mutually agreed upon by the Parties; however, Council meetings are for the purpose of positive programs and results and are not meant to become gripe sessions for either workers or managers. Whoever is serving as Chair of a Council meeting shall admonish and declare out of order any member who would use a Council meeting as a forum to criticize an employee or a manager. In addition, there will be no retaliation taken against a Council member for ~~the~~ reason of that member expressing in good faith his/her ideas and opinions to promote the functions of the Council. Council meetings are not intended to bypass the Collective Bargaining process or the Grievance Procedure; however, a Council has the right to jointly develop written bargaining proposal(s) on relevant subjects along with written rationale for the proposal(s) and may request the Union and the District to place such joint proposal(s) on the bargaining agenda for the next round of bargaining between the Parties.

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ARTICLE 9 / SECTION 1: Wages

Pages: 23-24

Proposed Language

The Parties agree to continue maintaining the progression between pay range minimums of at least 3.25% in Appendix A. The January 1, 202~~5~~⁶ minimum-maximum salary schedules are attached as Appendix A. The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 202~~6~~⁷ 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~~5~~⁶; the annual Pay Rates of all employees shall be increased by ~~3.5%-\$1.00 per hour or 4%, whichever is greater.~~ 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 negotiated increase effective January 1, 202~~5~~⁶. 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.

- 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~~5~~⁶. If after receiving the negotiated wage increase effective January 1, 202~~5~~⁶, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased effective January 1, 202~~5~~⁶, 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 effective January 1, 202~~5~~⁶, will have his/her current annual Pay Rate increased as set forth in applicable subsections A, B, or C effective January 1, 202~~5~~⁶ 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 effective January 1, 202~~5~~⁶, 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

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will be paid a one-time and non-recurring 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, 2025⁵⁶ through the end of the 2025⁵⁶ 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 the School Board approves this Agreement.

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ARTICLE 9 / SECTION 3: Use of Personal Car

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Proposed Language

All employees authorized to use personal cars for approved transportation in the course of District business shall be reimbursed for mileage in accordance with established School Board policies. **If the District makes a vehicle available for use and the employee chooses to drive their own vehicle, they will forfeit the mileage reimbursement.**

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ARTICLE 9 / SECTION 8: Certain Facilities Service Employees

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Proposed Language

~~The Parties agree there is a need to address the salary levels of certain 3 positions assigned to the Department of Facilities Services, especially as it relates to the responsibilities and the requirements of these positions as well as the relative difficulty the District faces in being able to attract and retain qualified employees in these positions. Therefore, the Parties agree to conduct annually a compensation study including School Districts and large municipalities in South Florida that have positions that are comparable to identified positions in the Department of Facilities Services. The Parties agree to complete this compensation study by August 1 of each year. The Parties agree to meet to discuss the issues on or about January 8, 2020, April 8, 2020 and June 29, 2020. The Union will provide the list of no more than five (5) employees who will participate in the discussion at least five (5) business days prior to the meeting. The Parties further agree that the findings of this study shall be given priority consideration when the District's budget stabilizes and resources become available to address any identified pay inequities.~~

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ARTICLE 10 / SECTION 2: Food Service Manager Supplements

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Dual Managers are selected by the Director or designee based on performance, ability, location, and programs at current and covering schools. If performance of the Dual Manager is not acceptable or the Dual Manager position has been deemed operationally inefficient, the School Food Service Director may change who is dual managing or discontinue the dual management of the school.

Dual Management Temporary Coverage (defined as coverage of a second school in the temporary absence of the permanent School Food Service Manager **and will not exceed 10 working days**) - School Food Service Managers (or employees who are working in the capacity of a School Food Service Manager) temporarily assigned to a school where the Manager position is occupied, will not be eligible for the 50% supplement, however they will be eligible for the per meal supplement (percentage of the days worked during the month as a dual Manager will be applied to the average daily participation (ADP) of the school being covered and added to their base site school's ADP). **If the assignment exceeds 10 working days, the Manager will be eligible for the 50% supplement retroactive to the first day.**

Additionally, they will be eligible for travel reimbursement if they are driving their own vehicle to and from the schools.

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ARTICLE 11 / SECTION 6: Meetings

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Attendance at **inservice** programs requiring employee's attendance beyond the forty (40) hour work week in any regularly scheduled work week will be compensated at one and one-half (1.5) times the employee's regular hourly rate.

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ARTICLE 15 / SECTION 7A: Discipline of Employees (Progressive Discipline)

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Proposed Language

- A. Verbal Reprimand with a Written Notation: Such written notation shall be placed in the employee's personnel file and shall not be used to the further detriment of the employee, unless there is another reasonably related act by that same employee within ~~a twenty-four (24) month period~~ a twelve (12) month period.
- B. Written Reprimand: A written reprimand may be issued to an employee when appropriate in keeping with provisions of this Article. Such written reprimand shall be dated and signed by the supervisor/designee before it is provided to the employee. If the employee chooses not to sign to acknowledge receipt of the reprimand, it shall be witnessed to document that the employee received the same. Such reprimands shall be filed in the affected employee's personnel file.

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ARTICLE 20 / SECTION 10: False Claims

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Proposed Language

A ~~F~~alse claim for sick leave shall be grounds for dismissal by the School Board, **if investigated and substantiated by the Office of Professional Standards, the Office of Inspector General, or the District's designee.**

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ARTICLE 20 / SECTION 15: Paid Bereavement Leave

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Proposed Language

An employee who is absent from work due to the death of a member of his/her immediate family (spouse, sibling (**step**), child (**adopted, foster, or step**), parent (**foster or step**), parent-in-law, grandparent, grandparent-in-law or domestic partner) may use up to three (3) days of paid bereavement leave each school year. The use of bereavement leave shall not count against the employee's sick leave. If an employee requires additional time off for bereavement purposes beyond these three (3) days, the employee may use his/her sick leave for a reasonable number of additional days.

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ARTICLE 30 / SECTION 1 & 2

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Proposed Language

SECTION 1 Facilities Services Employees

The School District shall provide and maintain uniforms for the employees in Facilities Services with no cost to the employee. Employees shall be required to wear uniforms during the workday. Uniforms will be replaced on an as needed basis due to normal wear and tear or if lost through no fault of the employee. For replacement purposes, employees must turn in the appropriate garments. Any employee issued a uniform(s), who is leaving employment, will be required to turn in his/her uniform(s) prior to receiving his/her last check. ~~The District will establish procedures for cleaning and maintaining rented uniforms.~~ Employees will be responsible for cleaning any uniform(s) provided by the District.

SECTION 2 Custodial Employees

The School District may provide and maintain uniforms for Custodial employees at no cost to the employee. If the uniforms are provided, the following requirements shall then apply. Employees shall then be required to wear uniforms during the workday. Uniforms will be replaced on an as needed basis due to normal wear and tear or if lost through no fault of the employee. For replacement purposes, employees must turn in the appropriate garments. Any employee issued a uniform(s), who is leaving employment, will be required to turn in his/her uniform(s) prior to receiving his/her last check. ~~The District will establish procedures for cleaning and maintaining rented uniform(s).~~ Employees will be responsible for cleaning any uniform(s) provided by the District.

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ARTICLE 34 HEALTH, LIFE, DENTAL AND VISION INSURANCE

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Effective January 1, 2025, 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. During coalition negotiations for the 2025 - 2027 plan years, employee contributions towards premiums were increased by \$18.00 in 2025, \$18.00 in 2026, and \$6.00 in 2027 per pay period per each of the calendar years, which equals \$36.00, \$36.00, and \$12.00 per month each year respectively.

District contributions towards premiums were increased by the following amounts: \$55.00 in 2025, \$25.00 in 2026, and \$11.00 in 2027 per pay period per each of the calendar years, which equals \$110.00, \$50.00, and \$22.00 per month each year respectively. In addition, the District agrees to contribute one-time funds in the total amount of thirty (30) million dollars.

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).

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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 of nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

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- ▶ \$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 needs to be taken if the eligible employee enrolls within the first thirty (30) days of employment and 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 the IRS Code Section that defers taxation until retirement or other severance from employment, permits the employee to forfeit, and allows 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.

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6. (a) Effective January 1, 2025, and through December 31, 2025, the District and employee will pay the following towards monthly medical insurance premium cost for employees enrolled in the **High Option HMO Plan**:

HIGH OPTION HMO PLAN

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$560 \$ 670	\$110 \$146	\$460 \$ 570	\$210 \$246
Employee plus children	\$830 \$ 940	\$290 \$326	\$700 \$ 810	\$420 \$456
Employee plus spouse	\$900 \$ 1,010	\$340 \$376	\$770 \$ 880	\$470 \$506
Employee plus full family	\$1,100 \$ 1,210	\$480 \$516	\$970 \$1,080	\$610 \$646

- (b) Effective January 1, 2026 and through December 31, 2026:

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$720	\$182	\$620	\$282
Employee plus children	\$990	\$362	\$860	\$492
Employee plus spouse	\$1,060	\$412	\$930	\$542
Employee plus full family	\$1,260	\$552	\$1,130	\$682

- (c) Effective January 1, 2027 and through December 31, 2027:

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part-Time Employee Rate</u>
Employee only	\$742	\$194	\$642	\$294
Employee plus children	\$1,012	\$374	\$882	\$504
Employee plus spouse	\$1,082	\$424	\$952	\$554
Employee plus full family	\$1,282	\$564	\$1,152	\$694

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7. (a) Effective January 1, 2025, and through December 31, 2025, the District and employee will pay the following towards monthly medical insurance premium cost for employees enrolled in the **Low Option HMO Plan**:

LOW OPTION HMO PLAN

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$510 -\$620	\$70 \$106	\$510 -\$620	\$70 \$106
Employee plus children	\$780-\$890	\$156 \$192	\$750 \$860	\$186 \$222
Employee plus spouse	\$855-\$965	\$198 \$234	\$825-\$935	\$228 \$264
Employee plus full family	\$1,001 \$1,111	\$322 \$358	\$971 \$1,081	\$352 \$388

- (b) Effective January 1, 2026 and through December 31, 2026:

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$670	\$142	\$670	\$142
Employee plus children	\$940	\$228	\$910	\$258
Employee plus spouse	\$1,015	\$270	\$985	\$300
Employee plus full family	\$1,161	\$394	\$1,131	\$424

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(c) Effective January 1, 2027, and through December 31, 2027:

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$692	\$154	\$692	\$154
Employee plus children	\$962	\$240	\$932	\$270
Employee plus spouse	\$1,037	\$282	\$1,007	\$312
Employee plus full family	\$1,183	\$406	\$1,153	\$436

8. (a) Effective January 1, 2025, and through December 31, 2025, the District and employee will pay the following towards monthly medical insurance premium cost for employees enrolled in the **CDHP Plan**:

CDHP PLAN

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$390 \$500	\$80 \$116	\$390 \$500	\$80 \$116
Employee plus children	\$650 \$760	\$176 \$212	\$620 \$730	\$206 \$242
Employee plus spouse	\$690 \$800	\$218 \$254	\$660 \$770	\$248 \$284
Employee plus full family	\$830 \$940	\$352 \$388	\$800 \$910	\$382 \$418

(b) Effective January 1, 2026 and through December 31, 2026:

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$550	\$152	\$550	\$152
Employee plus children	\$810	\$248	\$780	\$278
Employee plus spouse	\$850	\$290	\$820	\$320
Employee plus full family	\$990	\$424	\$960	\$454

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(c) Effective January 1, 2027, and through December 31, 2027:

<u>Tiers</u>	<u>Full-Time District Rate</u>	<u>Full-Time Employee Rate</u>	<u>Part-Time District Rate</u>	<u>Part Time Employee Rate</u>
Employee only	\$572	\$164	\$572	\$164
Employee plus children	\$832	\$260	\$802	\$290
Employee plus spouse	\$872	\$302	\$842	\$332
Employee plus full family	\$1,012	\$436	\$982	\$466

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 2027 on any additional premium increases for calendar year 2028. Coalition bargaining will begin no later than April 15. The District agrees to be available for meetings on a monthly basis if requested by coalition members throughout the term of this agreement.

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 the end of the month in which their 26th birthday occurs.

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- ▶ 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 online processes 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, copayments, 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 co-pay of \$15 per group session. Virtual office visits, where available, will have a co-pay 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

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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. As of January 1, 2019, the standard Rx plan was implemented and it excluded Walgreens. Additionally, the following language 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.

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- (e) The Consumer driven Health Plan (CDHP) will have in network and out of network coverage. The annual individual medical expense deductible 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,

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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.

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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

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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 3 out of 5 of the targeted outcomes (see chart below) 34% 

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T	Achieve Target Total Cholesterol Value	Less than 200 mg/dl
T	Achieve Target Blood Pressure Value	Less than or equal to 140/90
T	Achieve Target Body Mass Index (BMI) Value 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	
T	Achieve Target LDL Cholesterol Value	Less than 130 mg/dl
T	Achieve Target Blood Sugar Value	Less than 100 mg/dl

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.

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 3 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.

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- 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;

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- 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”).

(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 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. The DOC provides primary health services for employees and any dependents covered under the District’s medical plan at lower co-pays. 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 2025 - 2027, or until the conclusion of the contract with Marathon Health, if this occurs during the period of this Agreement, the co-pay will be \$10

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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.

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FPSU Salary Schedule
Pay Rates by Job Level

PROPOSED

APPENDIX A

SALARY SCHEDULE ¹

Effective January 1, 2026

	6		7		8		9		10		11		12		13		14		15		16		17	
Days	Hrs	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Days
180	8	22,579	38,930	23,313	41,896	24,070	45,071	24,852	48,499	25,660	52,195	26,493	53,756	29,626	59,268	32,760	63,785	35,819	69,990	39,170	75,311	43,057	81,049	180
182	6	17,123	29,523	17,679	31,772	18,254	34,179	18,846	36,779	19,459	39,582	20,091	40,785	22,467	44,946	24,843	48,371	27,162	53,076	29,704	57,111	32,851	61,463	182
182	8	22,830	39,363	23,572	42,362	24,338	45,572	25,128	49,038	25,945	52,775	26,788	54,353	29,956	59,927	33,124	64,494	36,216	70,768	39,605	76,148	43,535	81,950	182
187	4	11,729	20,222	12,110	21,772	12,503	23,412	12,910	25,182	13,329	27,112	13,762	27,923	15,390	30,787	17,017	33,133	18,606	36,356	20,347	39,120	22,366	42,101	187
187	8	23,457	40,444	24,219	43,543	25,006	46,824	25,819	50,384	26,658	54,224	27,524	55,846	30,779	61,573	34,034	66,266	37,211	72,712	40,694	78,239	44,731	84,201	187
190	8	23,833	41,093	24,608	44,224	25,408	47,574	26,232	51,193	27,085	55,095	27,965	56,742	31,272	62,561	34,590	67,326	37,809	73,879	41,347	79,495	45,448	85,552	190
193	8	24,209	41,742	24,996	44,922	25,808	48,326	26,648	52,001	27,513	55,964	28,407	57,638	31,766	63,550	35,126	68,392	38,405	75,045	42,000	80,750	46,167	86,902	193
196	6	18,440	31,794	19,039	34,215	19,658	36,808	20,297	39,607	20,956	42,626	21,636	43,901	24,195	48,403	26,754	52,092	29,252	57,159	31,989	61,505	35,163	66,190	196
196	8	24,586	42,391	25,385	45,620	26,210	49,077	27,062	52,809	27,941	56,834	28,848	56,534	32,260	64,537	35,672	69,455	39,003	76,212	42,652	82,006	46,884	88,253	196
206	8	25,840	44,553	26,680	47,948	27,547	51,581	28,442	55,503	29,367	59,733	30,320	61,521	33,905	67,830	37,492	72,998	40,992	80,100	44,828	86,189	49,276	92,756	206
12 m	8	32,614	56,221	33,674	60,497	34,768	65,086	35,988	70,035	37,085	75,386	38,269	75,431	39,513	77,679	42,861	83,598	47,004	91,739	51,397	98,724	56,476	106,245	12 m

Starting Pay If Above Range Minimum

School Bus Driver	
Hourly Minimum:	\$21.37
Annual Pay	\$30,776
Student Transport Driver	
Hourly Minimum:	\$18.17
Annual Pay	\$26,160

Educational Interpreter	
Educ Interpreter I	\$30,284
Educ Interpreter II	\$36,340
Educ Interpreter III	\$45,858
Educ Interpreter IV	\$56,477
EI IV with BANS & RID	\$63,950

- ¹ Salary Schedule changes to reflect:
- Minimum 3.25% progression between grades
 - Increase overall 3.5% to salary pay ranges

Tentative Agreement:
School District of Palm Beach County:

Tim Kubrick

Tim Kubrick, Chief Human Resources

Date: 6/16/2026
SEIU/FPSU:

Mark Floyd

Mark Floyd, Chief Negotiator