

MINUTES

OESPA CBLT

Magic Way, Portable 632

November 12, 2019

Yolanda Anderson	OESPA	Reynaldo Martinez	OESPA	Jim Preusser	District
LeighAnn Blackmore	District	Willson Mendez	OESPA	Ieshee Snell	OESPA
Beth Curran	District	Clyde Mitchell	OESPA	Helen Tyree	OESPA
Temika Hampton	OESPA	Florina Mitchell	OESPA	Julio Vazquez	OESPA
Theresa Harter-Miles	District	Charlotte Nelson	OESPA	Reginald Williams	OESPA
Stephanie Heron	District	Judith Padres	District	Mike Winter	District
Rivers Lewis	District	Ron Pollard	OESPA		

Additional Attendees/Guests

Lisa Shrestha	District	Elizabeth Silva	District	
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Jim Preusser	<p>Good Morning. We have some documents coming around. I want to thank everyone for coming on such short notice.</p> <p>We wanted to talk to you about a couple of things. We came to a Tentative Agreement with CTA and some of the things that were offered to them we would like to offer them to you.</p>
LeighAnn Blackmore	<p>Good Morning, Hope you had a successful start to your year.</p> <p>We met last June and added 4% to the wage structure. We also discussed wages and benefits. We had some increase to plan design with benefits. We figured out how to share the cost. Remember, the District picks up the first 10%. We moved forward, you received your wage increase and put benefits changes on hold. As you know, we have been to the table and reached an agreement with CTA. The Board offered CTA a little more money out of non-recurring. We are here to speak about how we can offer that to OESPA. We came up with a suggestion and we are open to your ideas. Just because we share an example that does not mean we are not open to ideas.</p>

Theresa Harter-Miles	<p>Revised structure and offer sheet being passed out. See Appendix A.</p> <p>We are giving an additional 1.5% in dollars and came up with a proposal. Let me go through the sheet.</p> <p>Top part is the 4% that was paid, Middle section is the bonus that was offered, Reopener language is the bottom section, we adjusted the structure and we landed at \$10.60. We made structure adjustments, you have to work one day over half to get it. You will get either structure change or increase you will not get both.</p> <p>Second sheet is the structure with the changes we proposed.</p>
Jim Preusser	See in middle strike through the \$500 ratification bonus is an error. CTA did not get a bonus. I will let you absorb that piece and talk about benefits.
LeighAnn Blackmore	A moment ago we agreed to insurance but you have been on hold, where we ended with the teachers we keep 2019-20 the same. We are proposing we will not make those changes this year in premiums through September 2020. Beginning September of 2020 you will pay the increase to benefits for the 2020-21 FY. The change is the same we talked about in June just not taking effect until September 2020.
Beth Curran	Passing out the plans, we have now put on your paycheck what plan you are in. The red are the changes. What we have done on the proposed, we rolled together. Still use CVS as our pharmacy and you can still use Publix and Wal-Mart. See Appendices B and C.
Jim Preusser	At the top the dates should represent 2020-21 FY
Beth Curran	Will do enrollment in March before school ends. Plan C and Plan A split the number of employees. More are moving to Plan A. All 3 plans have the same out of pocket maximum. Look at the bottom, these are the monthly costs, split in half it is per paycheck. District does not pay towards family cost. Those are the highlights of the different plans.
Jim Preusser	We wanted to show you one more time, just an overview.
Temika Hampton	These are the proposed and are not going to change for next year.
Beth Curran	This is the same as what was proposed. For 2020-21.
Jim Preusser	If changed it would be for the 2021-22FY.
LeighAnn Blackmore	<p>There has been a structure change for CTA.</p> <p>Sick leave bank language needs changed due to that since the unions are separate. On page 2 of the language, the committee numbers will change to 2, 2 and 2. This was a way to make sure that the committee is equitable. It rarely meets, the committee meets when there are denials. See Appendix D.</p> <p>Working Conditions – on page 4 is the only change regarding ID badges, there is no language but what we have done in the past is if it is lost you pay. With this language you will no longer have to pay for the badge. See Appendix E.</p>

Jim Preusser	Will refund XXXX for her badge. If we see frequent flyers we will have to question it.
Clyde Mitchell	My badge will not work at Pine Hills. How can we clarify that? We have to go to multiple compounds.
LeighAnn Blackmore	Does all drivers go to multiple compounds?
Clyde Mitchell	I may have to go to Pine Hills to use the restroom.
Jim Preusser	Did you tell management?
Temika Hampton	There are issues at Pine Hills.
Jim Preusser	Let me email Bill regarding this issue. Passing out language regarding the wage.
CAUCUS (10:10AM to 11:05AM)	
Temika Hampton	I think one of the questions will be, if they agree to the 1.5% will that retro?
Jim Preusser	Yes
Temika Hampton	When will it hit the paycheck?
Theresa Harter-Miles	When you ratify.
Jim Preusser	What are the payroll cut offs?
Elizabeth Silva	Must do a quick turn around and done by Dec 4 th . December 8 th for the 18 th check. Cut off December 16 th for the December 31 st check. We would try to get it in.
Jim Preusser	Come see me.
Ron Pollard	OESPA decided as a group to accept the whole package. We want the retro in writing.
Theresa Harter-Miles	It will be retro, come see us in compensation.
Jim Preusser	Will sign then you can sign on your side. Let me say congratulations and will get it to the Board tonight to ratify, then OESPA can start the ratification process.

Tentative Agreements – See Appendices F through J.

Appendix A

DISTRICT PROPOSAL #1
Wages
November 12, 2019

Article XV
Wages

- A. This wage schedule shall be for the 2019-20 contract year and represents a **4% 5.5 percent (5.5%)** increase to payroll. The specifics of this compensation package are outlined below.
1. The classified salary structure was adjusted as follows:
 - a) Increase to the minimum hourly rate of all paygrades, 03 – 18
 - b) Adjusted employee's hourly rate so their percentage above the minimum in the new structure will be the same as their percentage above the minimum in the current structure. No adjustment will exceed 5% above the employee's paygrade minimum, in accordance with up to 5% work experience credit practice.
 - c) Raise the new minimum wage for OCPS employees in a benefited position to **~~\$10.60~~10.75** per hour.
 - d) Increase the range maximum for all paygrades.
 2. Add **4% 5.5 percent (5.5%)** increase to the hourly rate of pay for all classified employees.
 3. The implementation of the salary structure adjustment plus the increase to the hourly rate will result in:
 - a) Minimum increase would be **~~\$~~.40.51** per hour
 - b) Maximum increase would be **~~\$~~1.221.69** per hour
 - c) To receive the structure adjustment and/or the **4% 5.5 percent (5.5%)** increase, employees must be in a benefited position, worked one-day over half the 2018-19 school year and be in an active employment status on the day the raises are paid.
- B. Individual Wage Determination
- a. For employees whose position changed effective July 1, 2019 or later,

the annual raise will be calculated on the job held as of June 30, 2019. The respective pay for the position change will be recalculated in accordance with Article X, D, 1.

Classified Pay Schedule Effective July 1, 2019

[illegible]

Orange County Public Schools (OCPS) – The District reserves the right to change, modify, introduce, amend or rescind any proposals without establishing practice or prejudice as to its right to negotiate an agreement.

Job Grade	Range Minimum (Less than 1 full year of related exp)	Range Minimum (1 full yr less than 2 full yrs of)	Range Minimum (2 full yrs less than 3 full yrs of)	Range Minimum (3 full yrs less than 4 full yrs of)	Range Minimum (4 full yrs less than 5 full yrs of)	Grade Range Minimum	Grade Range Maximum	Range
3	\$10.30	\$10.71	\$10.81	\$10.92	\$10.91	\$16.51	\$16.51	\$6.56
4	\$10.40	\$10.82	\$11.03	\$11.13	\$10.82	\$16.51	\$16.51	\$6.56
5	\$10.71	\$11.03	\$11.35	\$11.46	\$11.14	\$16.51	\$16.51	\$6.56
6	\$10.97	\$11.35	\$11.63	\$11.74	\$11.41	\$16.51	\$16.51	\$6.56
7	\$11.42	\$11.87	\$12.11	\$12.23	\$11.88	\$16.51	\$16.51	\$6.56
8	\$11.94	\$12.41	\$12.66	\$12.78	\$12.42	\$16.51	\$16.51	\$6.56
9	\$12.57	\$13.06	\$13.32	\$13.45	\$13.07	\$16.51	\$16.51	\$6.56
10	\$13.45	\$13.95	\$14.27	\$14.41	\$14.00	\$16.51	\$16.51	\$6.56
11	\$14.09	\$14.61	\$14.93	\$15.08	\$14.65	\$16.51	\$16.51	\$6.56
12	\$14.79	\$15.33	\$15.60	\$15.75	\$15.30	\$16.51	\$16.51	\$6.56
13	\$15.50	\$16.06	\$16.32	\$16.48	\$16.01	\$16.51	\$16.51	\$6.56
14	\$16.24	\$16.79	\$17.05	\$17.21	\$16.73	\$16.51	\$16.51	\$6.56
15	\$17.01	\$17.56	\$17.81	\$18.01	\$17.50	\$16.51	\$16.51	\$6.56
16	\$17.83	\$18.38	\$18.63	\$18.83	\$18.31	\$16.51	\$16.51	\$6.56
17	\$18.68	\$19.23	\$19.48	\$19.68	\$19.16	\$16.51	\$16.51	\$6.56
18	\$19.54	\$20.09	\$20.34	\$20.54	\$20.02	\$16.51	\$16.51	\$6.56

Appendix B

DISTRICT PROPOSAL #2
Insurance Benefits (2019-20)
November 12, 2019

Article XVI
Fringe Benefits

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the OCPS Employee Benefits Trust. A plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10 percent over the prior year may require plan changes to maintain a no cost (to the employee) health plan option.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and in Sections 3 and 4 below.
 - a. The program shall include a plan with a contracted provider network a plan that provides in-network only coverage and a plan that provides both in-and out-of-network coverage. Such plan(s) are to be negotiated with the Union prior to implementation.
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Section 18 below.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be able to choose from an in-network only option OR in-network and out-of-network for doctors, hospitals and pharmacies. The Health Reimbursement Account (Plan B) product is the option with in-network and out-of-network coverage. The deductible in the Health Reimbursement Account plan (Plan B) will be \$2,000 individual/\$4,000 family in-network and \$3,000 individual/\$6,000 family out-of- network for medical.

In-network deductibles and out-of-pocket medical maximums shall accumulate together and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, September) shall apply toward the next plan year for all plans, In-Network coverage. Deductibles and Maximum out of pocket are on a plan year basis for all plans. In-Network deductibles apply towards the medical maximum out of pocket in compliance with the Affordable Care Act.

4. In the Health Reimbursement Account (Plan B) product the in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

In the Local Plus, OAP In-Network (Plan A), contracted provider network shall require a ~~\$3520~~ co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a ~~\$3025~~ co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. The employee shall be responsible for payment of all specified deductibles, co-insurance and copayments and premium costs as specified in the Plan Document.

5. Beginning with plan year 2019-20 the Health Reimbursement Account (Plan B) and the OAPIN (Plan C) shall provide a prescription plan with a ~~\$97~~ charge for generic drugs for a 30-day supply; a ~~\$5540~~ charge for formulary drugs for a 30-day supply and a ~~\$9075~~ charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for a \$60 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

The Local Plus OAP In-Network (Plan A) product shall provide a prescription plan with a ~~\$97~~ charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$5540~~ co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$9075~~ co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$60 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

6. In the Health Reimbursement Account (Plan B) product, hospice treatment in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.
7. Second opinions are covered as outlined in the plan.

8. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
9. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a 10-month employee resigns or retires at the end of the previous school year.
10. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.
11. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health plan insurance contributions and apply the same toward family coverage.
12. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
13. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, seven business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and shall be subject to a \$500 penalty if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
14. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, five business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
15. In cases involving life-threatening illnesses where a recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.
 - a. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or

procedure. The five members of the panel shall be a representative from the Union, a representative from the Board and three medical representatives agreed to by the parties. The Union and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.

b. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:

(1) The illness is life-threatening

(2) The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as, but not limited to, the National Institute of Health, the American Medical Association, or the Food and Drug Administration.

c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist. The panel shall make a case management recommendation to the Trustees of the Benefits Trust for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

B. All three health plans have an annual \$1,000 individual/\$2,000 family maximum out-of-pocket for in-network pharmacy. In addition, there will be a hearing aid benefit of \$3,000 per hearing aid per ear every three (3) years.

C. TeleMedicine Benefits

Effective October 1, 2016, CIGNA introduced a new program called CIGNA MDLive. This program provides physician consultations for certain illnesses either by phone or by online video, thereby providing 24/7 access for plan members. The co-pay for this service is \$10 per consultation. Important program benefits include the following.

- It is provided by CIGNA
- Plan members can contact a provider either by phone or online video chat.
- Providers are available 24 hours a day, 7 days a week, 365 days a year.
- The copay for the online consultation is \$10 per consultation versus the regular office visit co-pay under certain plans.
- The provider can prescribe prescription drugs, if needed. (Prescription co-pay will apply.)

The program provides treatment for minor non-emergency conditions. (See Glossary for a list of some of the non-emergency conditions covered by this program.)

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Appendix C

DISTRICT PROPOSAL #3
Insurance Benefits (2020-21)
November 12, 2019

Article XVI
Fringe Benefits

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the OCPS Employee Benefits Trust. A plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10 percent over the prior year may require plan changes to maintain a no cost (to the employee) health plan option.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and in Sections 3 and 4 below.
 - a. The program shall include a plan with a contracted provider network a plan that provides in-network only coverage and a plan that provides both in-and out-of-network coverage. Such plan(s) are to be negotiated with the Union prior to implementation.
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Section 18 below.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be able to choose from an in-network only option OR in-network and out-of-network for doctors, hospitals and pharmacies. The Health Reimbursement Account (Plan B) product is the option with in-network and out-of-network coverage. The deductible in the Health Reimbursement Account plan (Plan B) will be \$2,000 individual/\$4,000 family in-network and \$3,000 individual/\$6,000 family out-of- network for medical.

In-network deductibles and out-of-pocket medical maximums shall accumulate together and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, September) shall apply toward the next plan year for all plans, In-Network coverage. Deductibles and Maximum out of pocket are on a plan year basis for all plans. In-Network deductibles apply towards the medical maximum out of pocket in compliance with the Affordable Care Act.

4. In the Health Reimbursement Account (Plan B) product the in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

In the Local Plus, OAP In-Network (Plan A), contracted provider network shall require a \$35 co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. The employee shall be responsible for payment of all specified deductibles, co-insurance and copayments and premium costs as specified in the Plan Document.

5. Beginning with plan year ~~2019-20~~2020-21 the Health Reimbursement Account (Plan B) and the OAPIN (Plan C) shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a \$55 charge for formulary drugs for a 30-day supply and a \$90 charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for a \$60 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

The Local Plus OAP In-Network (Plan A) product shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$55 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum \$90 co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$60 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

6. In the Health Reimbursement Account (Plan B) product, hospice treatment in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

7. Second opinions are covered as outlined in the plan.
8. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
9. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a 10-month employee resigns or retires at the end of the previous school year.
10. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.
11. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health plan insurance contributions and apply the same toward family coverage.
12. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
13. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, seven business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and shall be subject to a \$500 penalty if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
14. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, five business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
15. In cases involving life-threatening illnesses where a recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.
 - a. Such requests shall be referred to a medical review panel to review the

recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be a representative from the Union, a representative from the Board and three medical representatives agreed to by the parties. The Union and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.

b. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:

(1) The illness is life-threatening

(2) The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as, but not limited to, the National Institute of Health, the American Medical Association, or the Food and Drug Administration.

c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist. The panel shall make a case management recommendation to the Trustees of the Benefits Trust for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

B. All three health plans have an annual \$1,000 individual/\$2,000 family maximum out-of-pocket for in-network pharmacy. In addition, there will be a hearing aid benefit of \$3,000 per hearing aid per ear every three (3) years.

C. TeleMedicine Benefits

Effective October 1, 2016, CIGNA introduced a new program called CIGNA MDLive. This program provides physician consultations for certain illnesses either by phone or by online video, thereby providing 24/7 access for plan members. The co-pay for this service is \$10 per consultation. Important program benefits include the following.

- It is provided by CIGNA
- Plan members can contact a provider either by phone or online video chat.
- Providers are available 24 hours a day, 7 days a week, 365 days a year.
- The copay for the online consultation is \$10 per consultation versus the regular office visit co-pay under certain plans.
- The provider can prescribe prescription drugs, if needed. (Prescription co-pay will apply.)

The program provides treatment for minor non-emergency conditions. (See Glossary for a list of some of the non-emergency conditions covered by this program.)

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Appendix D

DISTRICT PROPOSAL #4
Sick Leave Bank Committee
November 12, 2019

APPENDIX C
SICK LEAVE BANK

The OCPS Employees Sick Leave Bank, hereinafter referred to as the SLB, is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness shall be defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the majority of the Activities of Daily Living (ADL). This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

1. The SLB shall have two enrollment periods yearly, during the first 30 calendar days of the first and second semesters.
2. Any employee with one or more years of service and having at least six days accrued sick leave may enroll in the SLB. The employee shall complete a SLB enrollment form and contribute one sick leave day to the SLB at the time of enrollment. Membership is effective immediately following the close of the enrollment period. The six days accrual may occur at any time during the enrollment period.
3. Sick leave days contributed to the SLB shall be deducted from the accrued sick leave balance of the member. Such days shall not be returned except as a benefit as set forth in Section C.
4. All members shall contribute an additional sick leave day if the balance of the SLB is diminished below 300 days. Assessment shall be automatic and each member shall be sent a notice of such. If a member is unable to contribute an assessed day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the SLB.
5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the SLB.
6. Any member who wishes to discontinue membership in the SLB may

do so during any enrollment period by submitting a withdrawal form prior to the end of the enrollment period. Receipt of the withdrawal form shall terminate all rights and obligations under the rules of the SLB as of the end of the enrollment period.

7. If the SLB cannot maintain a balance of at least 300 days after replenishment, it will be terminated when the total number of days has been exhausted.
8. Members shall not have to pay back in any manner the number of days used from the SLB except as outlined in the Abuse of Benefits Section and Eligibility Section.

B. Administration and Governance

1. A SLB Committee designated by the Superintendent will administer the SLB and determine the validity of claims against the SLB. The SLB Committee shall include health care professionals (two non-voting) from the plans in the Benefits Trust, the CTA president ~~or and~~ designee, the OESPA president ~~or and~~ designee, ~~the Orange County Service Unit Executive Director~~ and ~~threetwo~~ District administrators. Such determination shall be expedited in cases of extreme hardship.
 - a. Step 1: The initial decision is made by a designee(s) of the committee and sent to the employee.
 - b. Step 2: If the claim of the member is denied, an employee may request, in writing, an appeal of the decision within five duty days of receipt of the denial. Such decisions will be appealed to the full Committee. The decision of the full Committee is final.
2. Quarterly reports of usage of the SLB shall be available to members. A copy shall be provided to the Union and the Fringe Benefits Committee. The report shall include the number of days used and the reasons for usage.

C. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 duty days of absence within a thirty duty day period.
2. Subject to Section A.7. above, a member may draw from the SLB up to a maximum of 100 paid sick leave days per twelve-month period commencing on the first day of paid sick leave from the SLB. The

lifetime maximum for any one illness, accident or injury shall be 100 days.

3. In the event a member draws a total of 100 days over any period of time from the SLB, such members shall reinstate their membership by re-establishing eligibility per section A.2.
 4. Illness or conditions which were known to exist prior to an employee becoming a SLB member shall not be covered for the first twelve months of membership.
 5. A member shall be eligible for the use of sick leave from the SLB if the member is on Workers' Compensation. Sick leave days drawn from the SLB shall be prorated downward according to the percentage of the daily rate not paid through Workers' Compensation.
 6. The SLB will not provide benefits to those members having surgery which is not medically necessary, as defined by the OCPS medical plans.
 7. The SLB shall not provide benefits for normal maternity-related cases where being homebound is recommended as a precaution to bring the pregnancy to full term.
 8. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within 20 workdays, SLB benefits shall continue until retirement benefits begin, subject to Section B.2 above. If the employee does not apply for retirement benefits, SLB benefits shall cease as of the 21st day.
 9. If active service is terminated by death, SLB benefits shall cease upon the day that death occurs.
 10. The SLB shall not cover any unauthorized leaves.
- D. Use of Benefits - A member may receive benefits from the SLB to cover an extended absence as follows:
1. All accumulated sick leave must first be expended, except that an application for SLB days may be submitted at any time during an illness.
 2. Any sick leave drawn from the SLB must be used for a member's personal illness, accident or injury and shall only be for days which would normally be scheduled for duty during their primary contracted term/year.

3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request shall have attached a doctor's statement on a form provided by the appropriate District department, attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to the SLB Committee rendering a decision as to the number of days to be granted.
4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following review by designee(s) of the SLB committee meeting.

E. Abuse of Benefits

1. Reported abuse of the SLB shall be investigated by the Superintendent or his designee and, on a finding of wrong doing, the member shall be denied and/or shall repay all of the sick days drawn from the SLB. A requirement for repayment shall be subject to the grievance procedure, however, the arbitrator shall limit his decision to whether or not the finding was justified. The decision shall not be split.
2. Proven abuse of the SLB shall result in permanent termination of membership from the SLB.
3. Alleged abuse of the Bank may be considered grounds for disciplinary action in accordance with Article XII.

Appendix E

DISTRICT PROPOSAL #5

Article XIV

Working Conditions

- A. Employees shall be permitted the use of telephones at their worksites provided such use does not interfere with the operation of the school or department. Telephones are not to be used for personal calls except in situations which affect the health, safety and welfare of the employee or his/her immediate family.
- B. All facilities that house students shall furnish non-student restrooms for OCPS employees and visiting adults.
- C. Maintenance employees shall be required to provide their own set of hand tools normally used to fulfill their job responsibilities.
 - 1. The Board shall be responsible for the replacement of hand tools that are stolen from Board-owned property, including vehicles, provided the employee shows that s/he used reasonable diligence in the care and protection of the tools.
 - 2. No replacement shall be made unless the tools had been inventoried with the employee's supervisor and the claim is made within 24 hours of the discovery of the loss. Replacement shall be of equal quality and completed within a reasonable time, which normally does not exceed ten duty days.
- D. Uniform for Maintenance Employees
 - 1. Employees that fall under the Maintenance job family, as designated in Appendix A-1 shall be required to wear a district provided uniform during their work day.
 - 2. The School Board will provide employees with the required uniforms at no cost to the employee. Each employee will receive an initial allotment of six (6) shirts and six (6) pants/**shorts***. In the second and subsequent years four (4) replacement pieces will be provided, two (2) of which may be substituted for a jacket. The employee shall be responsible for the proper laundering and care of the uniforms they receive.
 - 3. A report evidencing the number of uniform pieces provided to the employee shall be maintained by management and signed annually

by the employee. The maintenance department shall keep a supply of emergency uniforms available for situations where an employee's uniform is damaged as a result of work related accidents or events.

4. The employee shall have the right to wear jean pants with their uniform shirt on Friday's.
5. Employees with medically diagnosed sensitivity to certain clothing fabrics shall be required to provide documentation from a physician in order to be provided with an alternative material for their uniforms.
6. Uniforms for new employees shall be ordered within fifteen days (15) of the employees start date. If uniforms are found to be defective, they will be exchanged for appropriate ones as soon as possible. Similar clothing to the uniforms shall be worn by employees who have not received their uniforms.
7. Employees reserve the right to wear union insignia, (i.e. pins, lanyards, etc.) should they choose to do so.

*** Employees who work on/with construction projects must keep a pair of long pants in his/her office in the event they are required to visit a construction site. Short pants are not permitted on construction sites.**

- E. It is the intent of the Board to provide lockable storage areas for custodians' equipment and supplies with limited access by persons other than the custodial staff and administration. No custodian shall be held responsible for the loss or misuse of custodial equipment and supplies in cases where there has been unlimited access by students and/or other employees.
- F. The Board shall establish and maintain a maintenance schedule for Board-owned vehicles, including school buses. Documentation relating to the reporting of needed repairs and any repair work done shall be provided to the driver, if requested.
- G. Health and Safety
 1. The Board shall furnish protective clothing/equipment to employees who are required to wear/use them in the performance of their assigned duties, in accordance with state law and state Board rules.
 2. The Union and the Board agree that careful observance of safe working practices and written Board safety rules is a primary responsibility of all employees. The Board agrees that there will be uniform enforcement of such rules.

3. Natural or mechanical ventilation shall be provided in school kitchens.
4. The supervisor shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety. If an employee is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group of individuals while on duty, s/he shall immediately notify the supervisor as soon as possible, with a written report to follow, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent. The Superintendent shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him/her with legal counsel, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.
5. The parties agree to maintain a joint safety committee to review current safety rules and practices at the various worksites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions.
6. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation, where there is an imminent danger to the employee's health, safety or wellbeing, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention. No employee shall be required to search for bombs or remain in an evacuated building.
7. The use of physical force by an employee as may be necessary to protect him/herself, or students, or other employees from disruptive students shall not be construed as corporal punishment.
8. The payments of any medical expenses incurred as a result of an assault on an employee by a student, or other injury sustained in the line of duty shall be subject to the medical schedule and regulations governing Workers' compensation.
9. An employee who observes a condition which s/he considers a health or safety hazard shall report same, either verbally or in writing, to the supervisor.

H. Commercial Driver's License (CDL)

1. No employee shall be required to obtain a higher level CDL than that required to perform his/her duties.

2. If an employee assumes a different position requiring a higher level CDL, the Board shall assist the employees by providing opportunities for training to prepare for acquiring that CDL.
 3. Failure to maintain a required CDL may subject the employee to disciplinary action.
-
- I. The Safe Driver Plan as set forth in Appendix D covers all employees who operate a District-owned/leased vehicle and are covered by the Omnibus Transportation Testing Act (OTETA).
 - J. **All employees shall be provided an identification badge upon employment. The Board will, at no cost to the employee, replace badges damaged through normal wear and tear including a faded photograph, or badges which are lost or stolen.**

Appendix F



Orange County Public Schools

445 W. Amelia Street • Orlando, Florida 32801 • (407) 317-3200 • www.ocps.net

November 12, 2019

Mr. Ron Pollard, President
Orange Educational Support Professionals Association (OESPA)
5122 Edgewater Drive, Suite 100
Orlando, Florida 32810

RE: The Additional 1.5 Percent (1.5%) Average Increase to Wages in the 2019-2020 School Year
and Payment of 4 Percent (4%) average increase following July 24, 2019, Ratification


Dear Mr. Pollard:


Pursuant to our discussion on November 12, 2019, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange Educational Support Professionals Association (hereinafter the "Union"). This document memorializes our discussion during bargaining regarding the additional 1.5 percent (1.5%) average increase above the 4 percent (4%) average increase to the 2019-2020 salaries of classified personnel previously ratified by the parties. The District and the Union acknowledge the following points:

- The original 4 percent (4%) average increase was paid out following the July 24, 2019, ratification of the agreement.
- The additional 1.5 percent (1.5%) comes from the non-recurring 2019-20 fund balance.
- In the 2020-2021 school year budget, the additional 1.5% average increase to wages by the District will be funded through recurring, unrestricted revenues from the State, or if necessary, reductions to the operational budget.
- Both parties maintain their right to negotiate an agreement with respect to wages for the 2020-2021 school year.

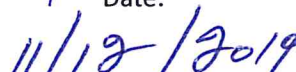
Regards,

James Preusser
Senior Executive Director
Human Resources Division


Union


District


Date:


Date:

TENTATIVE AGREEMENT #1 -- Wages
Article XV, Appendix A-3
November 12, 2019

Article XV
Wages

- A. This wage schedule shall be for the 2019-20 contract year and represents a **4% 5.5 percent (5.5%)** increase to payroll. The specifics of this compensation package are outlined below.
1. The classified salary structure was adjusted as follows:
 - a) Increase to the minimum hourly rate of all paygrades, 03 – 18
 - b) Adjusted employee's hourly rate so their percentage above the minimum in the new structure will be the same as their percentage above the minimum in the current structure. No adjustment will exceed 5% above the employee's paygrade minimum, in accordance with up to 5% work experience credit practice.
 - c) Raise the new minimum wage for OCPS employees in a benefited position to ~~\$10.60~~**10.75** per hour.
 - d) Increase the range maximum for all paygrades.
 2. Add **4% 5.5 percent (5.5%)** increase to the hourly rate of pay for all classified employees.
 3. The implementation of the salary structure adjustment plus the increase to the hourly rate will result in:
 - a) Minimum increase would be **\$40.51** per hour
 - b) Maximum increase would be **\$1,221.69** per hour
 - c) To receive the structure adjustment and/or the **4% 5.5 percent (5.5%)** increase, employees must be in a benefited position, worked one-day over half the 2018-19 school year and be in an active employment status on the day the raises are paid.
- B. Individual Wage Determination
- a. For employees whose position changed effective July 1, 2019 or later, the annual raise will be calculated on the job held as of June 30, 2019. The respective pay for the position change will be recalculated in accordance with Article X, D, 1.

APPENDIX A-3
Classified Pay Schedule Effective July 1, 2019

[illegible]

TENTATIVE AGREEMENT #1 -- Wages
Article XV, Appendix A-3
November 12, 2019

Job Grade	Range Minimum (Less than 1 full year of related exp.)	Range Minimum (1 full yr but less than 2 full yrs)	Range Minimum (2 full yrs but less than 3 full yrs)	Range Minimum (3 full yrs but less than 4 full yrs)	Range Minimum (4 full yrs or more)	Grade Range Minimum (16 full yrs of related exp.)	Grade Range Maximum	Range
3 N03	\$10.30	\$10.71	\$11.03	\$11.35	\$11.68	\$11.13	\$16.51	\$6.31
4 N04	\$10.40	\$10.81	\$11.13	\$11.45	\$11.78	\$11.35	\$16.61	\$6.41
5 N05	\$10.71	\$11.12	\$11.44	\$11.76	\$12.08	\$11.68	\$16.71	\$6.51
6 N06	\$10.97	\$11.38	\$11.69	\$12.01	\$12.33	\$11.93	\$16.81	\$6.61
7 N07	\$11.42	\$11.83	\$12.14	\$12.46	\$12.78	\$12.34	\$16.91	\$6.71
8 N08	\$11.94	\$12.35	\$12.66	\$12.98	\$13.30	\$12.85	\$17.01	\$6.81
9 N09	\$12.57	\$12.98	\$13.29	\$13.61	\$13.93	\$13.48	\$17.11	\$6.91
10 N10	\$13.45	\$13.86	\$14.17	\$14.49	\$14.81	\$14.00	\$17.21	\$7.01
11 N11	\$14.09	\$14.50	\$14.81	\$15.13	\$15.45	\$14.65	\$17.31	\$7.11
12 N12	\$14.71	\$15.12	\$15.43	\$15.75	\$16.07	\$15.23	\$17.41	\$7.21
13 N13	\$15.24	\$15.65	\$15.96	\$16.28	\$16.60	\$15.75	\$17.51	\$7.31
14 N14	\$15.76	\$16.17	\$16.48	\$16.80	\$17.12	\$16.26	\$17.61	\$7.41
15 N15	\$16.28	\$16.69	\$17.00	\$17.32	\$17.64	\$16.78	\$17.71	\$7.51
16 N16	\$17.00	\$17.41	\$17.72	\$18.04	\$18.36	\$17.50	\$17.81	\$7.61
17 N17	\$17.43	\$17.84	\$18.15	\$18.47	\$18.79	\$18.03	\$18.34	\$7.71
18 N18	\$18.62	\$19.03	\$19.34	\$19.66	\$19.98	\$19.33	\$19.64	\$7.81

TENTATIVE AGREEMENT #1 -- Wages
Article XV, Appendix A-3
November 12, 2019

STATUS: As of 11/12/19, tentatively agreed to and closed.

For Orange County Public Schools:



James Preusser
Senior Executive Director, Human Resources



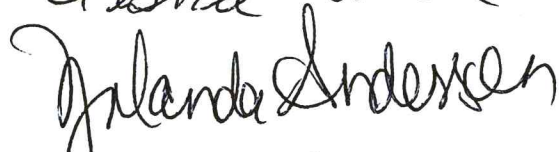
Ronald Martin

Wilson Mendez

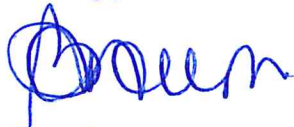
Clyde Mitchell



Leshee Snell



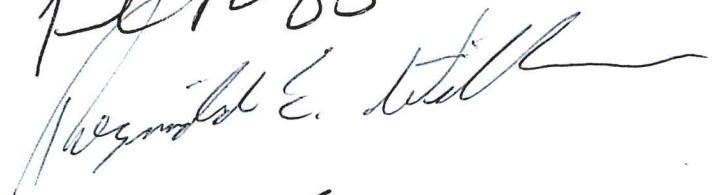
Charlotte Nelson



For Orange Education Support
Professionals Association:



Ron Pollard
President



Appendix G

TENTATIVE AGREEMENT #2 – INSURANCE (2019-20)

Article XVI

November 12, 2019

Article XVI Fringe Benefits

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the OCPs Employee Benefits Trust. A plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10 percent over the prior year may require plan changes to maintain a no cost (to the employee) health plan option.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and in Sections 3 and 4 below.
 - a. The program shall include a plan with a contracted provider network a plan that provides in-network only coverage and a plan that provides both in-and out-of-network coverage. Such plan(s) are to be negotiated with the Union prior to implementation.
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Section 18 below.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be able to choose from an in-network only option OR in-network and out-of-network for doctors, hospitals and pharmacies. The Health Reimbursement Account (Plan B) product is the option with in-network and out-of-network coverage. The deductible in the Health Reimbursement Account plan (Plan B) will be \$2,000 individual/\$4,000 family in-network and \$3,000 individual/\$6,000 family out-of- network for medical.

In-network deductibles and out-of-pocket medical maximums shall accumulate together and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, September) shall apply toward the

TENTATIVE AGREEMENT #2 – INSURANCE (2019-20)

Article XVI

November 12, 2019

next plan year for all plans, In-Network coverage. Deductibles and Maximum out of pocket are on a plan year basis for all plans. In-Network deductibles apply towards the medical maximum out of pocket in compliance with the Affordable Care Act.

4. In the Health Reimbursement Account (Plan B) product the in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

In the Local Plus, OAP In-Network (Plan A), contracted provider network shall require a ~~\$3520~~ co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a ~~\$3025~~ co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. The employee shall be responsible for payment of all specified deductibles, co-insurance and copayments and premium costs as specified in the Plan Document.

5. Beginning with plan year 2019-20 the Health Reimbursement Account (Plan B) and the OAPIN (Plan C) shall provide a prescription plan with a ~~\$97~~ charge for generic drugs for a 30-day supply; a ~~\$5540~~ charge for formulary drugs for a 30-day supply and a ~~\$9075~~ charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for a \$60 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

The Local Plus OAP In-Network (Plan A) product shall provide a prescription plan with a ~~\$97~~ charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$5540~~ co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum ~~\$9075~~ co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$60 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

6. In the Health Reimbursement Account (Plan B) product, hospice treatment in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.
7. Second opinions are covered as outlined in the plan.
8. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
9. Health plan insurance coverage shall terminate at the end of the month in which

TENTATIVE AGREEMENT #2 – INSURANCE (2019-20)

Article XVI

November 12, 2019

employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a 10-month employee resigns or retires at the end of the previous school year.

10. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.
11. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health plan insurance contributions and apply the same toward family coverage.
12. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
13. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, seven business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and shall be subject to a \$500 penalty if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
14. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, five business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
15. In cases involving life-threatening illnesses where a recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.
 - a. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be a representative from the Union, a representative from the Board and three medical representatives agreed to by the parties. The Union and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties

TENTATIVE AGREEMENT #2 – INSURANCE (2019-20)

Article XVI

November 12, 2019

who might be needed to resolve each special case.

- b. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:

- (1) The illness is life-threatening
- (2) The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as, but not limited to, the National Institute of Health, the American Medical Association, or the Food and Drug Administration.

- c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist. The panel shall make a case management recommendation to the Trustees of the Benefits Trust for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

- B. All three health plans have an annual \$1,000 individual/\$2,000 family maximum out-of-pocket for in-network pharmacy. In addition, there will be a hearing aid benefit of \$3,000 per hearing aid per ear every three (3) years.

C. TeleMedicine Benefits

Effective October 1, 2016, CIGNA introduced a new program called CIGNA MDLive. This program provides physician consultations for certain illnesses either by phone or by online video, thereby providing 24/7 access for plan members. The co-pay for this service is \$10 per consultation. Important program benefits include the following.

- It is provided by CIGNA
- Plan members can contact a provider either by phone or online video chat.
- Providers are available 24 hours a day, 7 days a week, 365 days a year.
- The copay for the online consultation is \$10 per consultation versus the regular office visit co-pay under certain plans.
- The provider can prescribe prescription drugs, if needed. (Prescription co-pay will apply.)

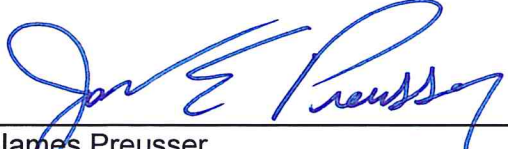

The program provides treatment for minor non-emergency conditions. (See Glossary for a list of some of the non-emergency conditions covered by this program.)

TENTATIVE AGREEMENT #2 – INSURANCE (2019-20)

Article XVI

November 12, 2019

STATUS: As of 11/12/19, tentatively agreed to and closed.

For Orange County Public Schools:  James Preusser Senior Executive Director, Human Resources	For Orange Education Support Professionals Association:  Ron Pollard President
--	--

Joe A. V. O.
Lemuel S. Martin
William Alexander
Clyde Mitchell
John (Tubert)
Leshee A.
Zulanda Anderson
Gulen Tyree
Charlotte Nelson
Riviera Lerner
Dreun
Stephanie Allen
Theresa Harts Mib
Debra Blackman

Charles
Lester
Le Poo
Jill
M. St.

Appendix H

TENTATIVE AGREEMENT #3 – INSURANCE (2020-21)

Article XVI

November 12, 2019

Article XVI Fringe Benefits

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the OCPS Employee Benefits Trust. A plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10 percent over the prior year may require plan changes to maintain a no cost (to the employee) health plan option.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and in Sections 3 and 4 below.
 - a. The program shall include a plan with a contracted provider network a plan that provides in-network only coverage and a plan that provides both in-and out-of-network coverage. Such plan(s) are to be negotiated with the Union prior to implementation.
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a major case management review may be required after a review by a medical panel as set forth in Section 18 below.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be able to choose from an in-network only option OR in-network and out-of-network for doctors, hospitals and pharmacies. The Health Reimbursement Account (Plan B) product is the option with in-network and out-of-network coverage. The deductible in the Health Reimbursement Account plan (Plan B) will be \$2,000 individual/\$4,000 family in-network and \$3,000 individual/\$6,000 family out-of- network for medical.

In-network deductibles and out-of-pocket medical maximums shall accumulate together and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, September) shall apply toward the

TENTATIVE AGREEMENT #3 – INSURANCE (2020-21)

Article XVI

November 12, 2019

next plan year for all plans, In-Network coverage. Deductibles and Maximum out of pocket are on a plan year basis for all plans. In-Network deductibles apply towards the medical maximum out of pocket in compliance with the Affordable Care Act.

4. In the Health Reimbursement Account (Plan B) product the in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

In the Local Plus, OAP In-Network (Plan A), contracted provider network shall require a \$35 co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a \$30 co-payment for each in-network Primary Care Physician visit. The employee shall be responsible for payment of all specified deductibles, co-insurance and copayments and premium costs as specified in the Plan Document.

5. Beginning with plan year ~~2019-2020~~2020-21 the Health Reimbursement Account (Plan B) and the OAPIN (Plan C) shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a \$55 charge for formulary drugs for a 30-day supply and a \$90 charge for drugs more than \$1,500 for a 30-day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for a \$60 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

The Local Plus OAP In-Network (Plan A) product shall provide a prescription plan with a \$9 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$55 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum \$90 co-pay for medications more than \$1,500 for a 30 day supply at participating network pharmacies. (Certain non-formulary drugs may be provided at a participating network pharmacy for 50% coinsurance/minimum \$60 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company.)

6. In the Health Reimbursement Account (Plan B) product, hospice treatment in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.
7. Second opinions are covered as outlined in the plan.
8. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 59 days from the date of hire.
9. Health plan insurance coverage shall terminate at the end of the month in which

TENTATIVE AGREEMENT #3 – INSURANCE (2020-21)

Article XVI

November 12, 2019

employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a 10-month employee resigns or retires at the end of the previous school year.

10. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.
11. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health plan insurance contributions and apply the same toward family coverage.
12. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
13. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, seven business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and shall be subject to a \$500 penalty if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
14. A pre-certification/utilization review program shall be utilized, requiring the submission of a written form to the third party administrator, five business days prior to non-emergency surgery (in or out-patient). Concurrent review shall be performed during admission to a hospital. Pre-certification shall be mandatory of non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
15. In cases involving life-threatening illnesses where a recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.
 - a. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be a representative from the Union, a representative from the Board and three medical representatives agreed to by the parties. The Union and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties

TENTATIVE AGREEMENT #3 – INSURANCE (2020-21)

Article XVI

November 12, 2019

who might be needed to resolve each special case.

- b. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:
 - (1) The illness is life-threatening
 - (2) The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as, but not limited to, the National Institute of Health, the American Medical Association, or the Food and Drug Administration.
- c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist. The panel shall make a case management recommendation to the Trustees of the Benefits Trust for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees will take final action in an expeditious manner.

B. All three health plans have an annual \$1,000 individual/\$2,000 family maximum out-of-pocket for in-network pharmacy. In addition, there will be a hearing aid benefit of \$3,000 per hearing aid per ear every three (3) years.

C. TeleMedicine Benefits

Effective October 1, 2016, CIGNA introduced a new program called CIGNA MDLive. This program provides physician consultations for certain illnesses either by phone or by online video, thereby providing 24/7 access for plan members. The co-pay for this service is \$10 per consultation. Important program benefits include the following.

- It is provided by CIGNA
- Plan members can contact a provider either by phone or online video chat.
- Providers are available 24 hours a day, 7 days a week, 365 days a year.
- The copay for the online consultation is \$10 per consultation versus the regular office visit co-pay under certain plans.
- The provider can prescribe prescription drugs, if needed. (Prescription co-pay will apply.)

The program provides treatment for minor non-emergency conditions. (See Glossary for a list of some of the non-emergency conditions covered by this program.)

TENTATIVE AGREEMENT #3 – INSURANCE (2020-21)

Article XVI

November 12, 2019

STATUS: As of 11/12/19, tentatively agreed to and closed.

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Reginald E. Hill



Appendix I

TENTATIVE AGREEMENT #4 – SICK LEAVE BANK COMMITTEE

Appendix C

November 12, 2019

APPENDIX C

SICK LEAVE BANK

The OCPS Employees Sick Leave Bank, hereinafter referred to as the SLB, is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, serious automobile accident or major surgery. Serious illness shall be defined as being hospitalized, homebound under psychiatric care, temporarily totally disabled, and/or not able to perform the majority of the Activities of Daily Living (ADL). This definition shall be applicable to all references to illness/accident/injury throughout this appendix.

A. Membership

1. The SLB shall have two enrollment periods yearly, during the first 30 calendar days of the first and second semesters.
2. Any employee with one or more years of service and having at least six days accrued sick leave may enroll in the SLB. The employee shall complete a SLB enrollment form and contribute one sick leave day to the SLB at the time of enrollment. Membership is effective immediately following the close of the enrollment period. The six days accrual may occur at any time during the enrollment period.
3. Sick leave days contributed to the SLB shall be deducted from the accrued sick leave balance of the member. Such days shall not be returned except as a benefit as set forth in Section C.
4. All members shall contribute an additional sick leave day if the balance of the SLB is diminished below 300 days. Assessment shall be automatic and each member shall be sent a notice of such. If a member is unable to contribute an assessed day, assessment will occur as soon as a sick leave day is earned unless a member is receiving benefits from the SLB.
5. Members who are retiring shall be permitted to donate any portion of their unused sick leave days to the SLB.
6. Any member who wishes to discontinue membership in the SLB may do so during any enrollment period by submitting a withdrawal form prior to the end of the enrollment period. Receipt of the withdrawal form shall terminate all rights and obligations under the rules of the SLB as of the end of the enrollment period.
7. If the SLB cannot maintain a balance of at least 300 days after

TENTATIVE AGREEMENT #4 – SICK LEAVE BANK COMMITTEE
Appendix C
November 12, 2019

replenishment, it will be terminated when the total number of days has been exhausted.

8. Members shall not have to pay back in any manner the number of days used from the SLB except as outlined in the Abuse of Benefits Section and Eligibility Section.

B. Administration and Governance

1. A SLB Committee designated by the Superintendent will administer the SLB and determine the validity of claims against the SLB. The SLB Committee shall include health care professionals (two non-voting) from the plans in the Benefits Trust, the CTA president ~~or~~ and designee, the OESPA president ~~or~~ and designee, ~~the Orange County Service Unit Executive Director~~ and threetwo District administrators. Such determination shall be expedited in cases of extreme hardship.
 - a. Step 1: The initial decision is made by a designee(s) of the committee and sent to the employee.
 - b. Step 2: If the claim of the member is denied, an employee may request, in writing, an appeal of the decision within five duty days of receipt of the denial. Such decisions will be appealed to the full Committee. The decision of the full Committee is final.
2. Quarterly reports of usage of the SLB shall be available to members. A copy shall be provided to the Union and the Fringe Benefits Committee. The report shall include the number of days used and the reasons for usage.

C. Eligibility for Benefits

1. A member shall be eligible for benefits for any single illness/accident/injury following 15 duty days of absence within a thirty duty day period.
2. Subject to Section A.7. above, a member may draw from the SLB up to a maximum of 100 paid sick leave days per twelve-month period commencing on the first day of paid sick leave from the SLB. The lifetime maximum for any one illness, accident or injury shall be 100 days.
3. In the event a member draws a total of 100 days over any period of time from the SLB, such members shall reinstate their membership by re-establishing eligibility per section A.2.

TENTATIVE AGREEMENT #4 – SICK LEAVE BANK COMMITTEE
Appendix C
November 12, 2019

4. Illness or conditions which were known to exist prior to an employee becoming a SLB member shall not be covered for the first twelve months of membership.
 5. A member shall be eligible for the use of sick leave from the SLB if the member is on Workers' Compensation. Sick leave days drawn from the SLB shall be prorated downward according to the percentage of the daily rate not paid through Workers' Compensation.
 6. The SLB will not provide benefits to those members having surgery which is not medically necessary, as defined by the OCPS medical plans.
 7. The SLB shall not provide benefits for normal maternity-related cases where being homebound is recommended as a precaution to bring the pregnancy to full term.
 8. When an employee is notified of eligibility for benefits under a disability retirement plan and applies for the same within 20 workdays, SLB benefits shall continue until retirement benefits begin, subject to Section B.2 above. If the employee does not apply for retirement benefits, SLB benefits shall cease as of the 21st day.
 9. If active service is terminated by death, SLB benefits shall cease upon the day that death occurs.
 10. The SLB shall not cover any unauthorized leaves.
- D. Use of Benefits - A member may receive benefits from the SLB to cover an extended absence as follows:
1. All accumulated sick leave must first be expended, except that an application for SLB days may be submitted at any time during an illness.
 2. Any sick leave drawn from the SLB must be used for a member's personal illness, accident or injury and shall only be for days which would normally be scheduled for duty during their primary contracted term/year.
 3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request shall have attached a doctor's statement on a form provided by the appropriate District department, attesting to the member's extended illness, accident or

TENTATIVE AGREEMENT #4 – SICK LEAVE BANK COMMITTEE

Appendix C

November 12, 2019

injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to the SLB Committee rendering a decision as to the number of days to be granted.

4. A member who has submitted all the required documents to request benefits shall be notified of the status of the request following review by designee(s) of the SLB committee meeting.

E. Abuse of Benefits

1. Reported abuse of the SLB shall be investigated by the Superintendent or his designee and, on a finding of wrong doing, the member shall be denied and/or shall repay all of the sick days drawn from the SLB. A requirement for repayment shall be subject to the grievance procedure, however, the arbitrator shall limit his decision to whether or not the finding was justified. The decision shall not be split.
2. Proven abuse of the SLB shall result in permanent termination of membership from the SLB.
3. Alleged abuse of the Bank may be considered grounds for disciplinary action in accordance with Article XII.

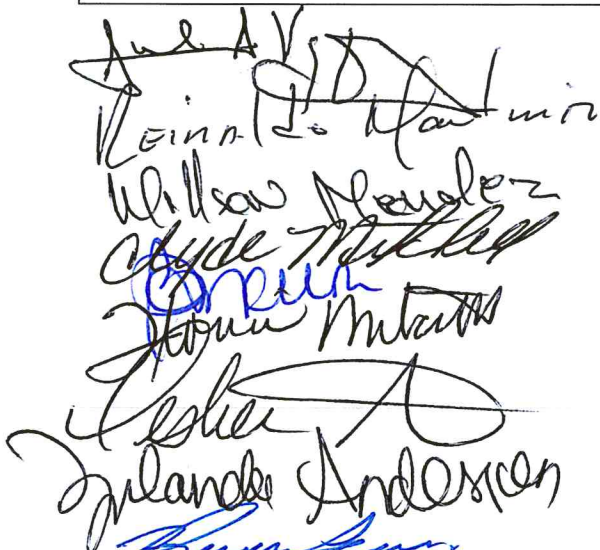
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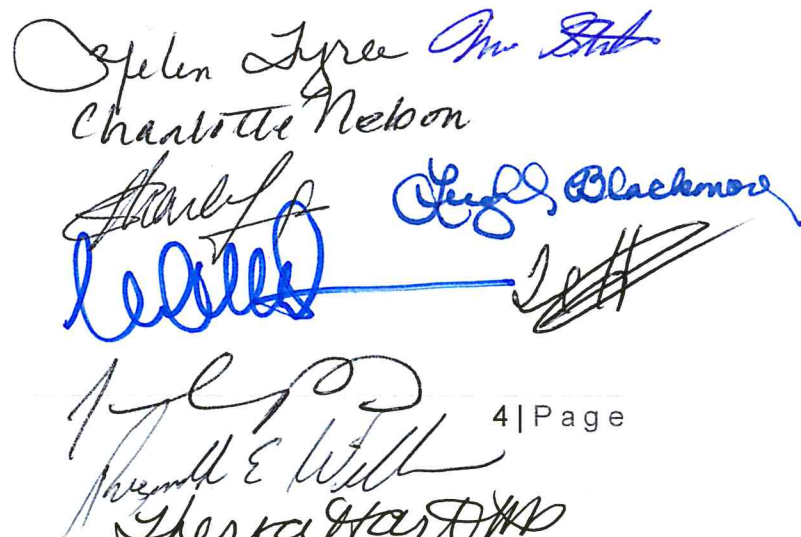
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For Orange Education Support
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4 | Page

Appendix J

TENTATIVE AGREEMENT #5 – REPLACEMENT BADGES

Article XIV

November 12, 2019

Article XIV

Working Conditions

- A. Employees shall be permitted the use of telephones at their worksites provided such use does not interfere with the operation of the school or department. Telephones are not to be used for personal calls except in situations which affect the health, safety and welfare of the employee or his/her immediate family.
- B. All facilities that house students shall furnish non-student restrooms for OCPS employees and visiting adults.
- C. Maintenance employees shall be required to provide their own set of hand tools normally used to fulfill their job responsibilities.
 - 1. The Board shall be responsible for the replacement of hand tools that are stolen from Board-owned property, including vehicles, provided the employee shows that s/he used reasonable diligence in the care and protection of the tools.
 - 2. No replacement shall be made unless the tools had been inventoried with the employee's supervisor and the claim is made within 24 hours of the discovery of the loss. Replacement shall be of equal quality and completed within a reasonable time, which normally does not exceed ten duty days.
- D. Uniform for Maintenance Employees
 - 1. Employees that fall under the Maintenance job family, as designated in Appendix A-1 shall be required to wear a district provided uniform during their work day.
 - 2. The School Board will provide employees with the required uniforms at no cost to the employee. Each employee will receive an initial allotment of six
(6) shirts and six (6) pants/**shorts***. In the second and subsequent years four
(4) replacement pieces will be provided, two (2) of which may be substituted for a jacket. The employee shall be responsible for the proper laundering and care of the uniforms they receive.
 - 3. A report evidencing the number of uniform pieces provided to the employee shall be maintained by management and signed annually by the employee. The maintenance department shall keep a supply

TENTATIVE AGREEMENT #5 – REPLACEMENT BADGES

Article XIV

November 12, 2019

of emergency uniforms available for situations where an employee's uniform is damaged as a result of work related accidents or events.

4. The employee shall have the right to wear jean pants with their uniform shirt on Friday's.
5. Employees with medically diagnosed sensitivity to certain clothing fabrics shall be required to provide documentation from a physician in order to be provided with an alternative material for their uniforms.
6. Uniforms for new employees shall be ordered within fifteen days (15) of the employees start date. If uniforms are found to be defective, they will be exchanged for appropriate ones as soon as possible. Similar clothing to the uniforms shall be worn by employees who have not received their uniforms.
7. Employees reserve the right to wear union insignia, (i.e. pins, lanyards, etc.) should they choose to do so.

*** Employees who work on/with construction projects must keep a pair of long pants in his/her office in the event they are required to visit a construction site. Short pants are not permitted on construction sites.**

- E. It is the intent of the Board to provide lockable storage areas for custodians' equipment and supplies with limited access by persons other than the custodial staff and administration. No custodian shall be held responsible for the loss or misuse of custodial equipment and supplies in cases where there has been unlimited access by students and/or other employees.
- F. The Board shall establish and maintain a maintenance schedule for Board-owned vehicles, including school buses. Documentation relating to the reporting of needed repairs and any repair work done shall be provided to the driver, if requested.
- G. Health and Safety
 1. The Board shall furnish protective clothing/equipment to employees who are required to wear/use them in the performance of their assigned duties, in accordance with state law and state Board rules.
 2. The Union and the Board agree that careful observance of safe working practices and written Board safety rules is a primary responsibility of all employees. The Board agrees that there will be uniform enforcement of such rules.

TENTATIVE AGREEMENT #5 – REPLACEMENT BADGES

Article XIV

November 12, 2019

3. Natural or mechanical ventilation shall be provided in school kitchens.
 4. The supervisor shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety. If an employee is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group of individuals while on duty, s/he shall immediately notify the supervisor as soon as possible, with a written report to follow, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent. The Superintendent shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him/her with legal counsel, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.
 5. The parties agree to maintain a joint safety committee to review current safety rules and practices at the various worksites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions.
 6. No employee shall be disciplined for refusal to work in an unsafe or hazardous situation, where there is an imminent danger to the employee's health, safety or wellbeing, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention. No employee shall be required to search for bombs or remain in an evacuated building.
 7. The use of physical force by an employee as may be necessary to protect him/herself, or students, or other employees from disruptive students shall not be construed as corporal punishment.
 8. The payments of any medical expenses incurred as a result of an assault on an employee by a student, or other injury sustained in the line of duty shall be subject to the medical schedule and regulations governing Workers' compensation.
 9. An employee who observes a condition which s/he considers a health or safety hazard shall report same, either verbally or in writing, to the supervisor.
- H. Commercial Driver's License (CDL)
1. No employee shall be required to obtain a higher level CDL than that required to perform his/her duties.

TENTATIVE AGREEMENT #5 – REPLACEMENT BADGES

Article XIV

November 12, 2019

2. If an employee assumes a different position requiring a higher level CDL, the Board shall assist the employees by providing opportunities for training to prepare for acquiring that CDL.
3. Failure to maintain a required CDL may subject the employee to disciplinary action.
- I. The Safe Driver Plan as set forth in Appendix D covers all employees who operate a District-owned/leased vehicle and are covered by the Omnibus Transportation Testing Act (OTETA).
- J. All employees shall be provided an identification badge upon employment. The Board will, at no cost to the employee, replace badges damaged through normal wear and tear including a faded photograph, or badges which are lost or stolen.

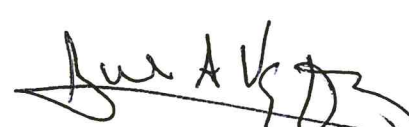
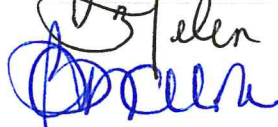
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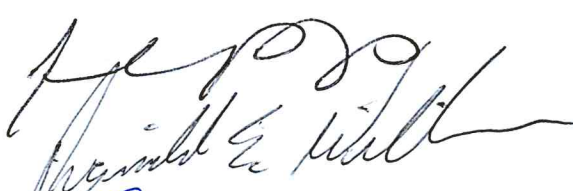
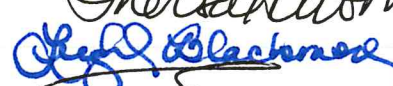
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