

OESPA-CBLT
Monday, July 24, 2017
8:30 am - 4:00 pm
OESPA Office

8:30 Caucus
 ~OESPA
 ~District

Joint CBLT

9:45 Discussions on the following topics:

 Compensation Offer

 Insurance

 ▪ Plan Changes

 ▪ Article XVI - Fringe Benefits/Language

 Article II, K

 ▪ Compensation for 10-month Employees Who Bargain in the Summer

 Article XIII, B

 ▪ Rest Periods for 10 hour Duty Days

 Article XIV

 ▪ Maintenance Uniforms (Adding Short Pants)

 Article XV, B

 ▪ Military Experience Credit

 Article XVIII

 ▪ Duration

 Appendix B-2

 ▪ Transportation's Bid Process

 MOU - Career Path for Maintenance Employees

**** Lunch ****

12:00 - 1:30

1:45 Discussions (cont'd)

 Update on 18-hour Substitute Teacher Classes

 Next Steps

4:00 Adjourn

OESPA-CBLT
Monday, July 24, 2017
8:30 am – 4:00 pm
OESPA Office

Meeting Notes

The following meeting notes represent a summary of the discussions that took place during the OESPA-CBLT on July 24, 2017.

OESPA and the District caucused from 8:30 – 9:45

I. Compensation

The District passed a compensation offer. It was revised from the original offer based on the information OESPA requested.

- 2.2% increase to the hourly rate of each employee vs a flat \$.34 per hour increase for every employee
- The 2.2% on the hourly rate would allow a sliding scale increase to employees based on their hourly rate of pay.
- No employee would receive less than \$.31 per hour increase and the raise would range from \$.31 - \$.81 per hour increase, based on the employee's current rate of pay.

The District added a \$500 bonus for all classified employees and all employees who had up to five year's work experience credit prior to the 2015-16 and 2016-17 raises, would be moved to their to their appropriate work experience credit rate of pay, up to five years.

There was extensive discussion regarding the revised offer.

OESPA caucused again and when they returned they accepted the District's offer.

II. Insurance

Insurance information was distributed and Beth Curran reviewed it again. No changes were made to any of the plans. There was much discussion asking clarifying questions.

Beth also handed out a copy of the Fringe Benefits section of the OESPA contract with language changes that reflected the revisions made to each of the Plans. There was more discussion.

After the discussions on both the changes to the Plans (A, B & C) and the language changes to the contract to accommodate the changes to the Plans, OESPA agreed to sign the proposal.

- III. Other TAs were presented as a collaborative work of the OESPA leadership team and the District. The team signed the following TAs and MOUs.
- A. Article II, K – Negotiations Procedures
New language added will pay OESPA members, on the bargaining team, who bargain during the summer, outside their work year. These employees will receive the hour rate of pay for the time they are bargaining with the joint CBLT.
 - B. Article XIII, B, 1-3 Rest Periods and Lunch
New language gave employees who work a 10-hour day two 20-minute paid breaks. One in the morning, and one in the afternoon. These paid breaks are in addition to and separate from the unpaid lunch period employees take around the middle of the duty day.
 - C. Article XIV, D – Uniform for Maintenance Employees
New language allows shorts to be added to the maintenance uniform selection options.
 - D. Article XV – B, 2 – Wages
New language recognizes up to 4 years of military experience credit for classified employees, in addition to and separate from any work experience credit they are awarded. Employees receiving military experience credit must produce their DD-214 form to Compensation Services. The salary adjustment would become effective within three weeks of the DD-214 being presented to Compensation Services.
 - E. Article XVIII – Duration
New language updated the members of the bargaining team for the 2017-18 school year.
 - F. Appendix B-1
New language added the Transportation Services Bid Route Process to the contract.
 - G. Memorandum of Understanding
The District and OESPA agreed to work together in collaboration with Orange Technical College in identifying skills necessary for selected trade positions to receive the training and education they need to qualify for the higher paying job titles within Facilities Maintenance. This would create a career path for the employees within this division.

The team broke for lunch and reconvened at 1:45

IV. 18-hour Substitute Teacher Training Update

The initial interest has declined. Orange Tech will keep 5 seats available for OCPS employees but the remainder of the 25 seats will be used for Kelly Services employees who will also be providing substitutes for the District

V. Next Steps

There was a review of the TAs and MOU signed. Then there was discussion regarding next steps. The following schedule was developed.

A communication must be released to the classified workforce notifying them that a TA on the 2017-2018 contract has been reached. Then a schedule prepared for final ratification. The following dates were agreed on.

July 27 th	Ballots done (prepared and ready for mass reproduction)
July 31 st - Aug 4 th	Supporting documentation (contract language revised – strike through & underscore) to accompany the ballots
Aug 11 th – 18 th	Ballots mailed to all work locations
Aug 21 st	Last date for ballots to arrive at work locations
Sept 8 th @ 5:00 p	All ballots due back to the OESPA office
Sept 11 th @ 3:00p	Count all ballots received by the deadline. Ballot counting would occur in the RBELC cafeteria.

OESPA would host an information session to discuss ALL the contract changes for anyone who wanted to attend. A communication regarding this information session would be prepared by OESPA and sent to all classified employees via the OCPS email network.

Ballots are counted by the OESPA-CBLT. Union representatives, office staff and the President are prohibited from counting ballots.

Once the ballots are counted, the Superintendent and School Board members are notified of the results. Raises will be in paychecks dated September 27 and October 4, 2017.

The meeting was adjourned.

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2.2% Average Salary Increase of 2.2% on the hourly rate of Classified Employees

- ▣ Every employee will receive no less than a \$.31 per hour increase
- ▣ Hourly increase will range from \$.31 to \$.81 per hour with range adjustment

All employees who had up to five years experience credit prior to the 2015-16 and 2016-17 increases, will be adjusted to the same experience credit level, up to five years, as before the 2014-16 and 2016-17 raises occurred.

Employees must be in an active employment status as of the day of pay out to receive the salary increase and/or the bonus.

~~~~~

Total Cost of Compensation Package \$8,835,529.

7,893  
Brail

Warren J. Davis  
TA (Part A) Compensation Offer

TA (Part A) Compensation Offer

2 of 3

ARTICLE XV  
WAGES  
2017-18

- A. This wage schedule shall be for the 2017-2018 contract year only and represents an overall 2.2 percent increase to payroll. The specifics of this compensation package are outlined below.
1. The overall increase for 2017-18 will be a 2.2 percent increase to the employee's hourly rate of pay, with the following explanation:
    - a. If, after the 2.2 percent increase is applied, the employee's raise is not at least 31 cents per hour, the employee's hourly rate increase will be raised to 31 cents per hour.
    - b. Employees must have worked one day over half their contract year in 2016-17 to be eligible for this increase.
- B. All employees who had up to five years experience credit prior to the 2015-16 and 2016-17 increases, will be adjusted to the same experience credit level, up to five years, as before the 2015-16 and 2016-17 raises occurred.
- The per hour increase will range from 31 to 81 cents per hour after the experience credit adjustment.
- C. All employees will receive a one-time only, \$500.00 bonus.
- D. The 2017-18 increase will be paid retroactive to July 1, 2017, or the beginning of the employee's first duty day for the 2017-18 school year.
- E. Employees must be in an active employment status as of the day of the payout to receive the raise and/or the one-time only bonus.



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APPENDIX A-3  
ORANGE COUNTY PUBLIC SCHOOLS  
CLASSIFIED PAY SCHEDULE  
\*\* Effective July 1, 2017 \*\*

| Job Grade | Grade Range Minimum (Less than 1 full year of related exp) | Grade Range Minimum (1 full yr but less than 2 full yrs of related exp) | Grade Range Minimum (2 full yrs but less than 3 full yrs of related exp) | Grade Range Minimum (3 full yrs but less than 4 full yrs of related exp) | Grade Range Minimum (4 full yrs but less than 5 full yrs of related exp) | Grade Range Minimum (5 full yrs of related exp)* | Grade Range Maximum        | Range                      |
|-----------|------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------|----------------------------|----------------------------|
| 3         | \$10.00                                                    | \$10.10                                                                 | \$10.20                                                                  | \$10.30                                                                  | \$10.40                                                                  | \$10.50                                          | \$15.87                    | \$5.87                     |
| 4         | \$10.20                                                    | \$10.30                                                                 | \$10.40                                                                  | \$10.51                                                                  | \$10.61                                                                  | \$10.71                                          | \$16.19                    | \$5.99                     |
| 5         | \$10.50                                                    | \$10.61                                                                 | \$10.71                                                                  | \$10.82                                                                  | \$10.92                                                                  | \$11.03                                          | <del>\$16.87</del> \$16.99 | <del>\$6.37</del> \$6.49   |
| 6         | \$10.75                                                    | \$10.86                                                                 | \$10.97                                                                  | \$11.07                                                                  | \$11.18                                                                  | \$11.29                                          | <del>\$17.65</del> \$18.04 | <del>\$6.90</del> \$7.29   |
| 7         | \$11.20                                                    | \$11.31                                                                 | \$11.42                                                                  | \$11.54                                                                  | \$11.65                                                                  | \$11.76                                          | <del>\$18.50</del> \$18.90 | <del>\$7.30</del> \$7.70   |
| 8         | \$11.71                                                    | \$11.83                                                                 | \$11.94                                                                  | \$12.06                                                                  | \$12.18                                                                  | \$12.30                                          | \$19.40                    | \$7.69                     |
| 9         | \$12.32                                                    | \$12.44                                                                 | \$12.57                                                                  | \$12.69                                                                  | \$12.81                                                                  | \$12.94                                          | \$20.37                    | \$8.05                     |
| 10        | \$13.20                                                    | \$13.33                                                                 | \$13.46                                                                  | \$13.60                                                                  | \$13.73                                                                  | \$13.86                                          | \$21.59                    | \$8.39                     |
| 11        | \$13.81                                                    | \$13.95                                                                 | \$14.09                                                                  | \$14.22                                                                  | \$14.36                                                                  | \$14.50                                          | <del>\$22.59</del> \$22.88 | <del>\$8.78</del> \$9.07   |
| 12        | \$14.42                                                    | \$14.56                                                                 | \$14.71                                                                  | \$14.85                                                                  | \$15.00                                                                  | \$15.14                                          | \$23.58                    | \$9.16                     |
| 13        | \$15.00                                                    | \$15.15                                                                 | \$15.30                                                                  | \$15.45                                                                  | \$15.60                                                                  | \$15.75                                          | \$24.55                    | \$9.55                     |
| 14        | \$15.32                                                    | \$15.47                                                                 | \$15.63                                                                  | \$15.78                                                                  | \$15.93                                                                  | \$16.09                                          | \$25.43                    | \$10.11                    |
| 15        | \$15.88                                                    | \$16.04                                                                 | \$16.20                                                                  | \$16.36                                                                  | \$16.52                                                                  | \$16.67                                          | \$26.35                    | \$10.47                    |
| 16        | \$16.50                                                    | \$16.67                                                                 | \$16.83                                                                  | \$17.00                                                                  | \$17.16                                                                  | \$17.33                                          | <del>\$27.38</del> \$27.66 | <del>\$10.88</del> \$11.16 |
| 17        | \$17.09                                                    | \$17.26                                                                 | \$17.43                                                                  | \$17.60                                                                  | \$17.77                                                                  | \$17.94                                          | \$28.34                    | \$11.25                    |
| 18        | \$18.25                                                    | \$18.43                                                                 | \$18.62                                                                  | \$18.80                                                                  | \$18.98                                                                  | \$19.16                                          | <del>\$30.26</del> \$30.58 | <del>\$12.07</del> \$12.35 |

*Kennick A. Pratt*

# Article XVI Fringe Benefits

*Ronald C. B.*

## A. Joint Fringe Benefits Committee

1. The parties agree to participate in a joint Fringe Benefits Committee for the purpose of discussing current insurance coverage, reviewing alternatives to the current coverage, and recommending improvements in the current coverage relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in this article. In addition the committee will review and recommend changes in third party administrators and PPO providers, make recommendations on the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awards of contracts.
2. The committee shall be informed in a timely manner of any recommendation regarding insurance coverage to be made by the Superintendent to the Board.
  - a. If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month not during a six month notification period (in the third year). Exceptions are as follows:
    - (1) If a product has less than 5% participation, but saves both the District and the employee money, it will be continued (i.e. Flexible Spending Account (FSA)).
    - (2) Products that can be purchased at a lower cost through group rates and are not readily available to individuals.
  - b. If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.
3. The Committee shall be composed of equal representatives from the Union, the District and each of the other recognized bargaining units within the District.
4. Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.

*Kennick A. Pratt*

*Michael Hanger*  
*William K. Hanger*  
*Tommy*  
*12/2/05*  
*Jul A. V.*

*Donna Mitchell*  
*Yulande Anderson*  
*Warren Davis*  
*Charly*

*Melissa R. H.*

5. The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.
6. The Committee shall continue to review and report recommendations to the CBLT which may lower the cost of employee paid family health insurance for the employees.
7. The Committee shall continue to analyze data on use of the Sick Leave Bank and make recommendations to the CBLT to enhance the long term viability of the Bank

B. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools 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.

For the 2015-16 plan year, the District agrees to absorb all health insurance premium increases to employee and dependent coverage. For the plan year 2016-17, the District will absorb up to 8% of health insurance premium increases for employee and dependent coverages. If health insurance premiums for plan year 2016-2017 increase exceeds 8% (including any Affordable Care Act and/or State Mandated changes) the parties agree to come back to the table to negotiate plan provisions and premiums. Other health insurance plan options may be provided with some employee premium cost sharing.

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 in the Health Reimbursement Account (Plan B) product shall be able to choose from in-network and out-of-network doctors, hospitals and pharmacies. In addition, an in-network only option shall be available. The deductible in the Health Reimbursement Account plan (Plan B) will be \$1,500 individual/\$3,000 ~~\$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 calendar plan year (July, August, September) shall apply toward the next calendar plan year in the Local Plus OAP, In-Network Basic Plan (Plan A). Deductibles and Maximum out of pocket are on a plan year basis for the Health Reimbursement Account (Plan B). 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 ~~90~~ 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.

In the Local Plus, OAP In-Network Basic Plan (Plan A) and the network Premium Plan, (Plan C), contracted provider network shall require a \$20 co-payment for each in-network Primary Care Physician visit. In the OAPIN (Plan C), contracted provider network shall require a \$25 co-payment for each in-network Primary Care Physician visit. In the Health Reimbursement Account (Plan B) the contracted provider network shall require a \$25 ~~\$30~~ co-payment for each in-network Primary Care Physician visit.

5. The employee shall be responsible for payment of all specified deductibles, co-insurance and ~~co-payments~~ copayments and premium costs as specified in the Plan Document.
6. Beginning with plan year ~~2014-2015~~ 2017-2018 the Health Reimbursement Account (Plan B) and the Network Premium Plans OAPIN (Plan C) shall provide a prescription plan with a \$7 charge for generic drugs for a 30-day supply; a \$30 ~~\$40~~ charge for formulary drugs for a 30-day supply and a \$75

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/Med-Watch form filed with the Pharmacy Benefit Management Company.)

The Local Plus OAP In-Network Basic Plan (Plan A) product shall provide a prescription plan with a \$7 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum \$30 \$40 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum \$75 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/Med-Watch form filed with the Pharmacy Benefit Management Company.)

7. In the Health Reimbursement Account (Plan B) product, hospice treatment in-network co-insurance shall be ~~90~~ 80 percent and out-of-network co-insurance shall be 70 percent of the fee schedule.
8. Second opinions are covered as outlined in the plan.
9. 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.
10. 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.
11. An employee may apply the Board's contribution toward ~~employee-paid family~~ employee only, employee + child(ren), employee + spouse/domestic partner and employee + family coverage of health plan insurance available through twice monthly payroll deduction.
12. 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.
13. Preferred provider organization coverage for medically necessary home health care shall be as provided in the Plan Document.
14. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
15. 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.

16. 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.
17. 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.
    - (3) The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist.
  - c. 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.

- C. Beginning plan year ~~2015-2016~~ 2017-2018 in all three health plans there will be an annual ~~\$500 individuals/\$1,000 family~~ \$1,000 individuals/\$2,000 family maximum out-of-pocket for in-network pharmacy and an annual \$500 individual/\$1,000 family maximum out-of-pocket for in-network mental health. In addition, there will be a hearing aid benefit of \$3,000 per hearing aid per ear every three (3) years.

D. TeleMedicine Benefits

Effective October 1, 2016, and as a pilot program, CIGNA will introduce 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 benefits of this pilot program 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 co-pay 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.)

The pilot of this program will require:

- No change in medical plans for the employee, employee-spouse or employee family
- No change in primary care doctor
- No change in premium cost for Plans A, B or C

Plan adjustments required to implement this pilot are:

- Move Network Premium Plan (Plan C) to the OAPIN platform and remove requirement for Referrals to Specialists
- The cost to the Plan (not to the employee) will be \$.30 PEPM or approximately \$79,200 per year
- The estimated savings to the plan with 1% utilization will be \$172,380 for a net savings of \$93,180 to the plan. (\$172,380 plan savings - \$79,200 plan cost = \$93,180 net plan savings).

E. Alternatives to Health Insurance

- 7 3 10
1. The Board agrees to provide, at no cost to employees, alternatives to health insurance. Employees who select an alternative to health insurance as set forth in Section B of this article shall have the option to enroll ~~of choosing either of the following:~~

~~a. A \$225 per day in hospital indemnification plan, an additional \$10,000 term life insurance policy, and the prescription plan outlined in Section B. 6. above, or~~

2) ~~b.~~ A disability program providing an eligible benefit (based on the employee's annual salary not to exceed \$1,500 per month and with a 14-day elimination (waiting) period and vision insurance.

2. Eligibility for an alternative shall require that the employee has group health insurance from another source.
3. An employee may re-enroll in the health insurance program subject to the normal waiting period for new employees. The waiting period may be waived if unusual circumstances arise resulting in the employee having no group health insurance coverage.

F. Life Insurance

1. The Board agrees to provide each employee regardless of age, with a term life insurance policy equal to the annual wage of each employee or seven thousand five hundred dollars (\$7,500), whichever is greater, including accidental death and dismemberment coverage. Cost of this insurance shall be paid by the Board.
2. In the event a beneficiary has not been designated by the employee, the Board shall pay the benefits under the policy equally to members of the first of the following surviving classes: spouse, children, parents, siblings, executor or administrator.

G. The Board shall provide for the purchase of additional benefits through the provisions of IRS Section 125. If significant changes are made in these plans offered by the District, employees shall be given an opportunity to change enrollment in benefit programs in accordance with Federal regulations. Programs offered may include, but shall not be limited to, dependent medical, life, dental and vision insurance plans and flexible spending accounts.

H. Employees shall be covered by Workers' compensation insurance as provided by Florida Statutes except as excluded under Union Leave. To be eligible for Workers' compensation an employee must be injured while carrying out his/her duties as an employee of the School Board.

- 1.. An employee shall be granted injury-in-the-line of duty leave with pay when his/her absence results from a personal injury received in the discharge of duty.

8/6/10

Said leave shall be limited to ten duty days or as governed by Florida Statutes and shall not be chargeable to accrued sick leave.

2. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave or to be paid under Workers' compensation. The employee may use his/her accumulated sick leave to maintain his/her current daily wage in combination with Workers' compensation benefits. In this case, the remaining sick leave balance shall be prorated.
3. Light Duty
  - a. An employee may be offered light duty status on a temporary basis based upon a doctor's recommendation. Such employees shall experience no loss in their rate of pay, or benefits, while on light duty.
  - b. Employees who have been determined medically to be unable to return to their regular position shall be assisted in identifying and applying for positions for which they are qualified. The employee shall be given first consideration for these positions for which they qualify and apply.
4. An employee shall be granted illness-in-the-line of duty leave with pay when his/her absence results from an illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source. Said leave shall be limited to ten duty days or as governed by Florida Statutes and shall not be chargeable to accrued sick leave. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave.
- I. Employees shall be covered by Unemployment Compensation insurance as provided by Florida Statutes.
- J. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, flexible spending accounts, universal life insurance, and additional term life insurance and any other insurance products mutually agreed to by the parties. However, the total cost of the premiums shall be borne by the employee. The following additional life insurance coverage shall be available:
  1. Universal life insurance shall be available for the employee and/or spouse from a minimum amount of \$10,000 up to the maximum provided in the policy, in \$10,000 increments.
  2. Additional term life insurance coverage shall be available: up to a maximum of \$10,000 for the employee's spouse and up to a maximum of \$5,000 for each child depending on the employee's salary.
- K. The Board shall provide free payroll deduction for up to two tax sheltered investments (under the provisions of Section 403 (b) of the IRS Code), The Central

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Florida Educators Federal Credit Union accounts, U.S. Savings Bond Program, and the IRS Section 125 Program. 403 (b) deductions shall be transmitted to the appropriate agency twice monthly for each of twenty (20) installments.

10 2  
10 2

**This is a guide to your plans. This schedule does not include all provisions of your benefit plans.**

**This is a guide to your plans. This schedule does not include all provisions of your benefit plans.**

TA # 4

July 24, 2017

Article II, K

Effective July 1, 2017, employees who serve on the Collaborative Bargaining Leadership Team (CBLT), and who attend jointly scheduled CBLT meetings during the summer, outside their duty year, shall be paid their hourly rate of pay for the time they are attending the CBLT meeting. Pay shall not include travel time to and from the CBLT meeting.

The District shall maintain a sign-in sheet to ensure the employee is accurately compensated. The sign-in sheet must include all the pertinent information necessary for reporting the employee's time to the Payroll Department, including the start and ending time of bargaining.

It shall be the responsibility of the OCSB Lead Negotiator for OESPA-CBLT to ensure the paperwork has all necessary information and is signed by the employee and submitted to Payroll for payment to the employee.

*[Signature]*  
Reorder letters J - L.

\*\*\*\*\* SAMPLE \*\*\*\*\*

CBLT Time/Attendance Sheet  
Bargaining with CBLT on a non-duty day

Bargaining Date: \_\_\_\_\_ Location: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee PIN: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Employee's Signature

Lead Negotiator's Signature

Deliver this to the Payroll Department for payment.

TA for 10 employees receiving pay for summer bargaining

TA # 5

Date: 7/24/17

Article XIII, B, 1-3

- The length of the paid rest period shall be prorated for employees who are scheduled to work a 10 hour duty day. Paid rest periods for a 10 hour duty day shall be <sup>20</sup>~~18.75~~ minutes and shall be as outlined in the paragraph above.
- Employees paid rest periods and unpaid meal breaks should be taken away from their desk or assigned work area.
- If there are multiple classified staff working in the same department, a morning, afternoon paid rest period, along with a non-paid meal break schedule should be prepared and published so all staff are aware and can follow the schedule.

Reorder 4 & 5 to 6 & 7

Michael S. Hanio  
Lee W. [unclear]  
Spring [unclear]  
Elizabeth Sch  
Stephen [unclear]  
William [unclear]  
Julanda Andersen  
Charles [unclear]  
William [unclear]

Kenrick A. Pratt  
[unclear]

Warren Davis  
Ronald A. B.  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

TA # 6  
July 24, 2017

Article XIV

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. *where*
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.

*Kennick A. Post*

*[Handwritten signatures]*  
Eligite Silve  
Stephanie Moran  
[Signature]

*[Handwritten signatures]*  
Michael Harris  
William Meuder  
[Signature]  
[Signature]  
[Signature]

*[Handwritten signatures]*  
Rinaldo B  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

TA # 7  
July 24, 2017

Article XV  
Wages

B. 2

Effective July 1, 2017, classified employees, if honorably discharged, including a general discharge under honorable conditions, will be granted up to four (4) years of Military Experience credit on the classified salary schedule for active military duty in the armed forces of the United States of America. Each year of Military Service shall receive the same value as a year of experience credit and shall be calculated separate from and in addition to experience credit.

To receive Military Experience credit, the employee must present a copy of his/her DD214 to Compensation Services. Credit will be applied to the employee's wages within three weeks of receipt by Compensation Services. There shall be no retro pay for Military Experience prior to the date the employee's Military Experience credit is processed by Compensation Services.

| Experience                                           | Pay Rate                                                                         |
|------------------------------------------------------|----------------------------------------------------------------------------------|
| Less than one full year of experience                | Grade Minimum                                                                    |
| One full year, but less than two years               | Minimum plus 1%                                                                  |
| Two full years, but less than three years            | Minimum plus 2%                                                                  |
| Three full years, but less than four years           | Minimum plus 3%                                                                  |
| Four full years, but less than five years            | Minimum plus 4%                                                                  |
| Five full years of related experience or more        | Minimum plus 5%                                                                  |
| Military years of experience (Up to 4 years maximum) | Current wage plus 1% for each year of active duty in the armed forces of the USA |

Reorder remaining numbers

*[Handwritten signatures]*  
Elizbeth L...  
Stephanie M...  
William Mender

*[Handwritten signatures]*  
Tara Palmer  
T. J. ...  
Julia A. V...  
Jalanda Anderson  
William

*[Handwritten signatures]*  
Michael B. Henis  
Warren Davis  
Charles  
Melissa  
Kevin B. R...

TA # 8  
July 24, 2017

ARTICLE XVIII  
DURATION

The provisions of the Contract shall be effective from the date of ratification by both parties and shall continue and remain in full force and effect except as modified in accordance with the provisions of this Contract through and including June 30, 2020.

Collaborative Bargaining Leadership Team members for the 2016-2017 Contract are:

Yolanda Anderson  
Lindsay L. Bowlin  
Tonya Daley  
Warren Davis  
Michele Erickson  
Jennifer B. Fowler  
Michael Ganio  
Stephanie P. Heron  
Jerre (Steve) Huckeba  
Stephanie Jackson  
Glarsnell Jean-Charles  
Almeda Jefferson  
Reynaldo Martinez  
Willson Mendez

Florina Mitchell  
Judith Padres  
Melissa Pfeiffer-Hermann  
Ronald C. Pilgrim  
Kenrick A. Pratt  
Krista Russell  
Elizabeth Silva  
Tony Smyrock  
Helen Tookes-Tyree  
Julio Vazquez  
Patricia R. Walker  
Norwood A. Wilkerson  
Shandel Williamson  
K. Michael Winter

*James L. Wilkerson*  
*Michael Ganio*  
*Stephanie P. Heron*  
*Warren Davis*  
*Elizabeth Silva*

*Michael Ganio*  
*Stephanie P. Heron*  
*Warren Davis*  
*Elizabeth Silva*  
*Julio Vazquez*

*Ronald C. Pilgrim*  
*Kenrick A. Pratt*  
*Krista Russell*  
*Elizabeth Silva*  
*Warren Davis*  
*Melissa Pfeiffer-Hermann*

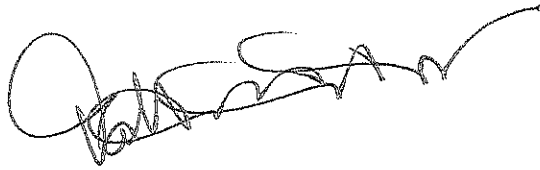
*Elizabeth Silva*  
*Stephanie P. Heron*  
*Yolanda Anderson*

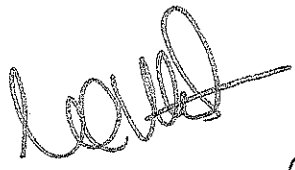
*Willson Mendez*

TA # 9  
July 24, 2017

1 of 4

Appendix B-1  
Transportation Services  
General Information





Elizabeth L. Smith

Stephen M. Smith

William H. Smith

Zulander Anderson

Warren D. Smith

Herrick A. Pratt

Nicholas S. Smith

James D. Smith

T. J. Smith

John A. Smith

John V. Smith

William Smith

Ronald C. Smith

W. J. Smith

John P. Smith

John P. Smith

Charles Smith

Melissa Smith

Appendix B-2  
Transportation Services  
Route Bid Process

2 of 4

The Route Bid process as outlined below applies to bus operators and monitors. It does not apply to summer routes.

1. During the school year all open routes shall be posted for bidding four times. Management reserves the right to change the frequency of bids or the months in which the bids are done. In the event of such a change, employees will be given at least a month's advance notification that the change will occur and provided the new bid information. Notification will include posting to the Transportation website, postings in employee lounges/break rooms and notification to OESPA.

An open route includes:

- Newly created routes
- Routes vacated by retirement or termination
- Routes vacated by previous bid
- Routes whose bus operator or bus monitor is on an extended long term leave, no longer receiving payment from OCPS payroll or sick bank and FMLA eligibility has expired.
- Routes that do not have a probationary bus operator or bus monitor

2. A list of bid dates shall be posted prior to the beginning of preplanning. Simultaneously, a copy of these dates shall be provided to the union. The OESPA President (or his/her designee) may attend and observe the bid process.

All route postings shall include the route number, bus number, manager, parking location, approximate route time, schools served and location of stops. The routes shall remain posted for at least 5 duty days and close at 4:00 pm on the 5th duty day.

3. All routes are subject to change by the routing department based on management decisions regarding the level of service to be provided, program changes, changes in student riders, as well as the additions and deletions of stops that have a safety or financial impact to the District.
4. Routes shall be awarded to the employee with the most seniority. For the bidding process the seniority date used is the first day in a benefited position as a bus operator/monitor. If the employee has a break in service with transportation, the employee's seniority for the

bidding process will change to reflect his/her new benefited date as a bus operator/monitor. In case of a seniority "tie", a deck of cards will be used to determine the winner. A card will be drawn for each bidder and the winner shall be determined by the highest card. Aces and jokers shall be removed from the deck.

5. Bus operators and monitors who bid shall be notified of their bid result within five (5) duty days after the bid process closes. Once the employee has been awarded a bid he/she must take the route and remain with that route until the next open bid.
6. New bus operators and bus monitors will be administratively placed, when possible, on a vacant route for the first 60 calendar days of their probationary period. After the 60 days have been met the probationary bus operator or bus monitor may bid on the next open route bid. Any administratively assigned open routes will be posted once the probationary bus operator or bus monitor has completed the required 60 calendar days. Assignments for probationary bus monitors may change due to the IEP requirement of the students and management's need to serve such student.
7. Awarded bids will not take effect until the successful bidder has completed the seating chart, registration cards, student safety referrals and cleaned their bus for their current route. Bus operators or bus monitors who are awarded bids during the FEFP count period shall remain on their routes until the close of the count period. Upon award of the bid, the bus operator or bus monitor is to familiarize themselves with the route and complete a dry run prior to taking over the route. Bus operators must use a school bus when completing dry runs. This allows the bus operator to observe and report conditions and hazards to the school bus.
8. Bus operators or bus monitors who are on an extended leave of absence or worker's compensation leave shall not be permitted to bid on a route until they return to work full duty with no restrictions that would keep them from performing all the essential functions of their job responsibilities as a bus operator and/or bus monitor.
9. If routes are consolidated by the routing department due to reduction in service needs, the bus operator or bus monitor with the most seniority will be given the consolidated route. The bus operator or bus monitor removed after route consolidation will be required to bid on the next available cycle.
10. If a route becomes available after the last bid in April, it will be filled by a permanent substitute for the remainder of the school year. The route shall then be posted in accordance with item 1 of this procedure, for the beginning of the next school year.

11. Management reserves the right to reassign either a driver, a monitor or both to another route based on the operational needs, allocations, organizational changes at the work location, a change in the student(s) assignment or school needs, the employee's need for additional training, or any other job performance related matter.

A managerial reassignment shall not be done in a punitive manner. The employee shall be provided notice of at least 48 hours prior to such change. If the reassigned route has fewer hours, the employee shall be kept whole for the bid route hours, provided he/she accepts extra work assignments that make up the difference. If the employee refuses extra work assignments, the employee's work hours will be adjusted to the hours of the reassigned route. The employee shall be allowed to bid a new route at the next bid cycle, in accordance with the route bid process.

A meeting shall be held between the supervisor and the employee explaining the need for the route change. If the supervisor is not available, another member of management may meet with the employee to explain the change.

Memorandum of Understanding

MOU # 2

July 24, 2017

*the Services*  
The Orange County School Board and the Orange Education Support Professionals Association agree to explore the process of developing a career path for employees within ~~the Maintenance Division of Facilities and Maintenance~~ *Facilities* Department. This program will initially target those position titles already leveled (i.e. Building Services Technician I & II; Grounds/Landscaper I, II & II, Crew Leader; Storekeeper/Warehouse Technician I & II; and Trades Tech I & II).

The program should include:

- A review of the job descriptions at each position level to determine the skills and training required to do each job at each level;
- A collaboration with the Orange Technical College to determine if there are existing classes that would meet this need. If not, the Board and OESPA will explore what would be necessary to develop such a class or classes
- A plan for employees to take these classes at Orange Technical College (on their own time and at their own expense), and
- A plan that, upon completion of the class or classes, and the employee is qualified to do a higher level job, there is a path that will allow the employee to move to the next level of the position which the employee currently holds, or to allow the employee to be qualified for another higher level position within the ~~Maintenance Division~~ *Facilities Services Department*
- Nothing in this program will be read to impair the Board's right under law to set standards of service and exercise control and discretion over its organization and operations.

*Henrick A. Pratt*

*Melissa Pratt/H*

*Warren Davis*

*Nalander Anderson*

*Donna Tucker*

*John A. Pratt*

*Tyler Smith*

*Tony Daley*

*Michael Starn*

*Edgett Siler*

*Lead*

# OESPA-CBLT MEETING

Monday, July 24, 2017

8:30 AM - 4:00 PM

OESPA OFFICE

## SIGN-IN SHEET

| PIN    | NAME              | POSITION TITLE          | WL NAME             | SUPERVISOR NAME    | CONTACT PHONE# |
|--------|-------------------|-------------------------|---------------------|--------------------|----------------|
| 33581  | Sullivan          | TSR                     | Forrest Wood        | MR. Medina         |                |
| 100445 | Floria Mitchell   | para                    | Rock Lake El.       | Robin Bremer       | 407-245-1880   |
| -      | Warren Davis      | Transportation          | East River          | Jeff Grice         | 402-558-1165   |
| 23649  | Leonardo Martinez | Mastercrew leader       | Timber Creek H.S.   | Carlos Mearu       | 407-790-7340   |
| 99876  | Tony Smyrock      | Refrigeration Tech      | N/M Maintenance     | Mike Laughran      | 402-692-4404   |
| 8711   | Michael Genio     | Sr Mgr                  | HR/EL               | Michael Mearu      | 200-2124       |
| 11738  | T.S. HUCKESBA     | Sr Admin                | TRAPS               | Brian Mearu        | 402-858-3240   |
| 93541  | Stephane Heron    | Director                | Employment Services | Ron Pignoni        | 800-2132       |
| 98512  | Blaine Sills      | Sr. Manager             | Compensation        | Theresa Hart-Miles | 200-2172       |
|        | Henrik Pratt      | Chief Mng.              |                     |                    |                |
| 60991  | Long Daley        | Transportation          |                     | Don Zerkosky       | 407-317-3200   |
| 24310  | Julio Vazquez     | Center Support Services | Magic Way           | Jeff Parker        | 409-317-3700   |
| 18283  | Dillon Fleuder    | SR Transportation       |                     | Susan Hendricks    | 761-7883       |

# OESPA-CBLT MEETING

Monday, July 24, 2017

8:30 AM - 4:00 PM

OESPA OFFICE

SIGN-IN SHEET

| PIN                    | NAME                   | POSITION TITLE            | WL NAME                | SUPERVISOR NAME | CONTACT PHONE#          |
|------------------------|------------------------|---------------------------|------------------------|-----------------|-------------------------|
| 11375                  | Beth Curran            | Sr. Director Risk         |                        | D. Kelly        | <del>407</del> -2002375 |
| <del>10512</del> 10517 | Emilee Fowler          | Director, Env. Compliance |                        | M. Eugene       | 203 3939                |
| 20500                  | Undsay Brown           | Director                  | Paula Barnes           | D. Concolino    | 2024081                 |
| 99914                  | Judith Padres          | Director                  | OMB                    | D. Concolino    | 2002482                 |
| 11905                  | Patricia Walker        | Sr. Admin/Adm             | Labri/HR               |                 |                         |
|                        | Melissa Pfefferkorn    | UD                        |                        |                 |                         |
| 49088                  | MIKE WINTER            | Sr. Facilities Dr.        | MAINTENANCE            | JOHN MORRIS     | 2025017                 |
| <del>10380</del>       | Ken Pilgum             | HR                        |                        |                 |                         |
| 13726                  | Dorinda Anderson       | Sr. Finance Specialist    | FIS/MPGWAY             | Julia Kunkin    | 202-5161                |
| 51436                  | Gladysell Jean-Charles | TSR                       | East Lake ES/Brumfield | Sylvia Schuck   | 203 2234                |
|                        | Henrik Frost           | Chief Neg                 |                        |                 |                         |
|                        |                        |                           |                        |                 |                         |
|                        |                        |                           |                        |                 |                         |