

ARTICLE XVII FRINGE BENEFITS

A. 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. There will be different premium structures for employees hired prior to July 1, 2024 and employees hired on or after July 1, 2024. Half-time employees who elect Employee Only coverage will receive fifty percent of the Board contribution towards their health insurance premiums. Employee premium costs and plan designs shall be included in Appendix C.
 - ~~a. Effective June 30, 2024, and implemented the beginning of Plan Year 2024-25, for employees hired prior to July 1, 2024, the premium will be shared as follows between Board and employees for Employee Only coverage: Plan A—95% (Board)/5%(Employee); Plans B and C—90% (Board)/10% (Employee) and Plan D—100% (Board)/0% (Employee). Fifty percent of the cost will be paid by the Board for half time employees who elect Employee Only coverage. Annual individual premium cost increases exceeding 10% over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.~~
 - ~~b. For the plan year 2024-25, the District will provide CTA bargaining unit employees a premium discount equal to \$4.4 million. This premium discount shall be split among all CTA bargaining unit employees employed with the District and covered by one of the District's plans prior to July 1, 2024. The parties shall enter into a Memorandum of Agreement implementing the premium discount.~~
 - ~~c. For employees hired on or after June 30, 2024, the premium will be shared as follows between Board and employees for Employee Only Coverage: Plan A, B and C—85% (Board)/15% (Employee) and Plan~~

The Union reserves the right to add to, delete and/or modify these proposals during the course of negotiations. The Union's proposals may represent a clarification of rights that it already has under existing contract language.

~~**D—100% (Board)/0% (Employee). Fifty percent of the cost will be paid by the Board for half-time employees who elect Employee Only coverage.**~~

- d. ~~**Effective June 30, 2024, e**~~Employees who separate service for more than sixty (60) calendar days and return after that time frame will only be eligible for the plans provided to new hires as outlined **in this Agreement in Article XVII.A.1.c. above.**
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 Appendix ~~**DC**~~. Appendix ~~**DC**~~ shall hereby be incorporated into and made a part of this Contract.
 - a. The program shall include a plan with a contracted provider network, ~~**(an HMO and/or PPO type).**~~
 - 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 case management review may be required after a review by a medical panel as set forth in Appendix C Section G.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be responsible for payment of all specified deductibles, coinsurance, copayments and premium costs as specified in the Plan Document **and Appendix C.**
4. 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.
5. 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

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31 if a ten-month employee resigns or retires at the end of the previous school year.

6. An employee may apply the Board's contribution toward employee only, employee + child(ren), employee + spouse/domestic partner or employee + family coverage of health insurance available through twice monthly payroll deduction.
7. If an employee and his/her spouse/domestic partner are both employees of the Board, the Board agrees to combine their health insurance contributions and apply the same toward family coverage.
8. The Board shall provide health insurance at the same contributions to employees who are on leave of absence under the Family and Medical Leave Act of 1993, to the extent required by law.
9. Comparable health insurance plans shall be made available, subject to normal limits imposed on such benefit plans, to employees upon retirement. The cost of the premium shall be borne by the retiree.
10. The Fringe Benefit Committee shall review and advise on questions used in the biannual insurance survey.

B. Alternatives to Health Insurance

1. The Board agrees to provide, at no cost to employees, an alternative to health insurance, as set forth in Appendix C, Section J.
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 during annual enrollment or within 30 days of a qualifying event as defined by IRS Section 125.

C. Life Insurance

1. The Board agrees to provide, at no cost to the employee, a term life insurance policy with accidental death and dismemberment coverage, equal to the employee's annual base salary.

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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/domestic partner, children, parents, siblings, and executor or administrator.
- D. 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.
1. Universal life insurance coverage shall be available for the employee and/or spouse/domestic partner from a minimum amount of \$10,000 up to the maximum provided in the policy document in \$10,000 increments to the maximum of the policy.
 2. Additional term life insurance coverage shall be available up to a maximum of \$10,000 for the teacher's spouse/domestic partner and up to a maximum of \$5,000 for each child depending upon the teacher's annual salary.
- E. 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.
- F. The Board shall provide free payroll deductions for up to two tax-sheltered investments, the Addition Financial Credit Union accounts, the U.S. Savings Bond program and the IRS Section 125 program. At the time of deduction, funds shall be transmitted to the appropriate agency, unless otherwise prohibited.
- G. Terminal Pay
1. Per F.S.1012.61(2) 4, upon retirement an employee shall receive terminal pay equal to his/her daily rate of pay multiplied by the number of days of accumulated sick leave, according to the following formula:

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Years of Service in the District	Percentage Factor
0-3	35
3.01-6	40
6.01-9	45
9.01-12	50
12.01 – over	100

- a. Effective July 1, 2008, employees may use cumulative years of service for calculation of terminal pay if, when rehired by the district they remain employed immediately preceding retirement, for at least five years.
 - b. Consecutive years of service will be used for calculation of terminal pay in all other situations.
2. An employee will (a) notify the appropriate District department in writing on or before April 1 of the fiscal year in which s/he is retiring and (b) work at least 45 duty days during that fiscal year. The Superintendent may waive the above requirements in unusual circumstances.

The Superintendent may waive the above timelines in mitigating circumstances.

3. An employee who retires under the disability provisions of the Florida Retirement System or Teacher Retirement System shall be eligible for terminal pay as specified in this Contract.
4. The Board agrees to provide terminal pay to the employee's designated beneficiary, or to the estate of the employee if no beneficiary has been designated, if active service is terminated by death. Active service shall include an employee on Board-approved leave.
5. Terminal pay shall be made available within 30 duty days of the date of retirement, or on a mutually agreed upon date.
6. An employee who is laid off shall be compensated for his/her accumulated sick leave according to the formula in Section 1. Above, if requested by the employee.

H. A twelve-month employee who leaves his/her employment for any reason shall be paid for

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all of the annual leave accrued through his/her last workday. Payment shall be made within 30 duty days.

- I. Employees shall be covered by Workers' Compensation as provided by law.
- J. Employees shall be eligible for participation in the Orange County Public Schools Employees Sick Leave Bank, whose rules and procedures are set forth in Appendix D.
- K. Expenses
 - 1. An employee assigned to more than one work-site shall have one work-site assigned as his/her base school, and shall be reimbursed for all mileage excluding the round trip mileage from his/her home to his/her base school.
 - 2. An employee who is authorized and required to use his/her automobile in the performance of his/her assigned duties shall be reimbursed at the maximum rate permitted by Florida law. Said employee shall also be reimbursed for tolls paid upon submission of receipts for same.
- L. Free off-street parking facilities shall be provided for employee use at each school. Employee and student parking at high schools shall be separate.
- M. All employees with proof of employment along with picture identification or an O.C.P.S. picture identification may attend all school activities in which pupils participate, free of charge, unless otherwise prohibited by a regulatory agency.
- N. The parties support an ongoing program of employee assistance, recognizing that chemical dependency, mental and/or health problems, and other problems of a personal nature may contribute to misconduct and/or a decline in job performance. As such, the parties will continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.
- O. The Board agrees to make a reasonable effort to maintain the Institute for Professional Development to serve as a confidential resource for teachers.
- P. The parties agree to participate in a mandatory plan for all employees to shelter a portion of their sick leave pay out at retirement.

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Q. Health Plan Data

On a quarterly basis during each plan year, the District shall provide the Union with the following information: complete de-identified* data, including claims, eligibility, enrollment, utilization, provider, prescription drug, and financial data generated under or with regard to the District's health plans, in a standardized, electronic format suitable for independent actuarial and analytical review. Such information shall include any analyses derived from the data for the purpose of evaluating plan performance, identifying cost drivers, projecting future costs, evaluating vendor performance, and considering alternative plan designs.

All data elements necessary to perform independent actuarial, financial, utilization, provider network, pharmacy, or clinical analysis shall be provided with the exception of personally identifiable information and protected health information that identifies an individual participant, which may be removed or encrypted as required by HIPAA and other applicable laws.

*For purposes of this section, "complete de-identified data" includes all data fields maintained by the health plan's third-party administrators, pharmacy benefit managers, stop-loss carriers, medical, dental, vision, and other health benefit vendors participating in the District's employee health plans, that are necessary to independently evaluate costs, utilization, provider performance, prescription drug spending, diagnoses, procedures, site of service, eligibility, enrollment, stop-loss activity, and other factors affecting the financial performance of the health plan, excluding only information that directly identifies an individual participant or dependent.

R. Communication

The District shall not interfere with the Union's communication with providers for the purpose of obtaining and sharing information, materials, and flyers with bargaining unit members regarding available benefits. Neither the Union nor any provider shall be required to obtain prior District approval for such communication or distribution.

S. The Board will contribute \$750 annually into a Health Reimbursement Arrangement ("HRA") established for each eligible bargaining unit employee to help offset deductibles and other eligible out-of-pocket medical expenses.

An eligible employee is a bargaining unit employee who is enrolled in a Board-sponsored health insurance plan. Employees who become eligible after the first day of the Plan Year shall receive a prorated HRA contribution based on the number of full months remaining in the Plan Year.

The Board shall deposit the applicable HRA contribution no later than the first day of each Plan Year or, for employees who become eligible during the Plan Year, within thirty (30) days of reaching eligibility.

Unused HRA balances shall roll over from year to year while the employee remains enrolled in a Board-sponsored health insurance plan, subject to applicable law. An employee who transfers between Board-sponsored health insurance plans during the Plan Year shall retain any remaining HRA balance.

The Board shall pay all costs associated with establishing, funding, and administering the HRA.