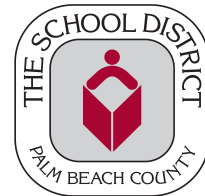


# Tentative Agreement

Between

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



And

**The Association of Educational  
Secretaries and Office Professionals**



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



**The Palm Beach County Classroom  
Teachers Association**



**The Palm Beach County Police  
Benevolent Association**



**Coalition Bargaining  
2023-2024**

**ARTICLE \_\_\_ HEALTH, LIFE, DENTAL AND VISION INSURANCE (Final)**

Effective January 1, ~~2023~~ 2024, the following provisions shall supersede all previous Articles/Sections regarding health/medical, dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement or negotiated modifications hereto, upon ratification by each respective employee organization and approval of the School Board. **During coalition negotiations for the 2024 calendar year, employee contributions towards premiums were increased by \$10.00 per pay period which equals \$20.00 per month.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 6.(a) Effective January 1, ~~2023~~ 2024 and thereafter, the District will pay the following towards monthly medical insurance premium cost for employees enrolled in the High Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	<del>\$540</del> \$560	<del>\$440</del> \$460
Employee plus children	<del>\$810</del> \$830	<del>\$680</del> \$700
Employee plus spouse	<del>\$880</del> \$900	<del>\$750</del> \$770
Employee plus full family	<del>\$1,080.00</del> \$1,100	<del>\$950</del> \$970

- (b) Effective January 1, ~~2023~~ 2024 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the Low Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	<del>\$490</del> \$510	<del>\$490</del> \$510
Employee plus children	<del>\$760</del> \$780	<del>\$730</del> \$750
Employee plus spouse	<del>\$835</del> \$855	<del>\$805</del> \$825
Employee plus full family	<del>\$981</del> \$1,001	<del>\$951</del> \$971

- (c) Effective January 1, ~~2023~~ 2024 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the CDHP Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	<del>\$370.00</del> \$390	<del>\$370.00</del> \$390
Employee plus children	<del>\$630.00</del> \$650	<del>\$600.00</del> \$620
Employee plus spouse	<del>\$670.00</del> \$690	<del>\$640.00</del> \$660
Employee plus full family	<del>\$810.00</del> \$830	<del>\$780.00</del> \$800

- (d) In addition to the premiums funded above in (c), for each employee enrolled in the CDHP, the District will also fund a Health Savings Account (HSA) for each employee who meets the eligibility criteria established by the IRS. It is the employee's responsibility to elect and complete an enrollment process directly with the bank that administers the HSA offered through the District. Funding can only occur once the District receives confirmation from the bank that an account has successfully been opened. The District funding will be in the following monthly amounts:

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

- (e) The Parties agree to reopen coalition negotiations in 202~~34~~<sup>4</sup> on any additional premium increases and/or plan design changes for calendar year 202~~45~~<sup>5</sup>. Coalition bargaining will begin no later than April 15. The District agrees to be available for meetings on a monthly basis if requested by coalition members.

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

- ▶ The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans for themselves and their eligible dependents. Eligible children may be enrolled until their 26<sup>th</sup> birthday.
  - ▶ Eligible employees who waive medical coverage or enroll in an HMO medical plan may also contribute pre-tax dollars to a medical Flexible Spending Account, and/or to a Dependent Care Flexible Spending Account through payroll deductions up to the maximums permitted by law.
  - ▶ Eligible employees who enroll in a CDHP, may also contribute pre-tax dollars to a Health Savings Account and/or to a Dependent Care Flexible Savings Account through payroll deductions up to the maximums permitted by law.
- (b) Eligible employees may purchase other optional Benefits through payroll deductions with post-tax dollars such as medical coverage for children ages 26-30, Disability Income Protection and Optional Group Term Life Insurance. Optional Group Term Life Insurance may also be purchased for eligible dependents.
- (c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms or on-line process within 30 calendar days of employment or during required annual enrollment periods, he/she will automatically be enrolled in a default benefit plan (Low Option HMO with employee only coverage). If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during annual enrollment periods, the employee will be denied dependent and/or domestic partner coverage as applicable.
- (d) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

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

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

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

**Exclusions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**14. Health Rewards with Outcomes**

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

Employee Only Coverage \$50 per month

Employee plus child(ren) \$50 per month

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

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

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

### Required Activities

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

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

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

On-site biometric screenings will also be a method for employees/covered spouses or domestic partners to have their biometrics measured and reported. There will be no cost to employees/covered spouses or domestic partners for on-site biometric screenings.

### Reasonable Alternatives

For those that do not meet **4 3** out of the 5 requirements above, a reasonable alternative in the form of a Telephonic Coaching Program will be available to earn their final 34%. These programs will take a minimum of 8-12 weeks to complete. Beginning in January 2020, additional reasonable alternative choice may be provided and will listed in the official rules published each year by the benefits section of the Risk & Benefits department. The official rules for the health rewards program will be published on the District's employee website under the Department of Risk & Benefits Management. Additionally, there may be specific lifestyle programs offered as reasonable alternatives. There are some requirements that need to be met to be eligible for specific programs such as Real Appeal. These specific programs will only be allowed to be completed once by any covered member. Once an employee or covered dependent has taken either of these courses and received points towards the Health Rewards with Options program, they will not be eligible to receive credit for these programs in future years.

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

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

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

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

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

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

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

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

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

#### **16. Tobacco Surcharge**

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

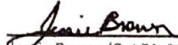
#### **17. On-site Employee Clinic**

The District has established an onsite health clinic, known as the District Occupational Clinic, or "DOC", to be located adjacent to the Fulton-Holland Educational Services Center. The DOC provides primary health services for employees and any dependents covered under the District's medical plan at lower co-pays. Due to the COVID-19 pandemic, the trial run for the clinic will be extended through Plan Year 2023. Use and outcomes will be examined at that time. For calendar year ~~2022 and 2023~~ 2024, the co-pay will be \$10 per visit for employees and dependents enrolled in the HMO medical plans. For the same time period, those employees and dependents enrolled in the CDHP medical plan will have a cost share of \$25. This amount must be an amount equal to fair market value as required by the IRS.

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

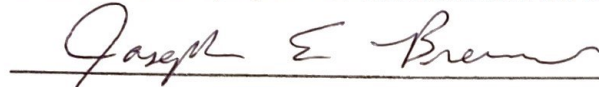
The signatures below denote a tentative agreement has been reached this 16th day of October, 2023 for the attached proposal to amend the Health, Life, Dental and Vision Insurance provisions to be effective January 1, 2024.

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

  
\_\_\_\_\_  
Jessie Brown (Oct 31, 2023 08:51 EDT)

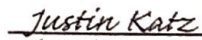
Jessie Brown, President

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

  
\_\_\_\_\_  
Joseph Brenner, Chief Negotiator

Joseph Brenner, Chief Negotiator

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

  
\_\_\_\_\_  
Justin Katz (Oct 27, 2023 12:33 EDT)

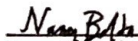
Justin Katz, Executive Director

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

  
\_\_\_\_\_  
Katie Mendoza (Oct 27, 2023 12:18 EDT)

Katie Mendoza, PBA Legal Counsel

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

  
\_\_\_\_\_  
Nancy Bolton (Oct 24, 2023 16:29 EDT)

Nancy Bolton, Director, Risk & Benefits Management

  
\_\_\_\_\_  
Timothy Kubrick (Oct 25, 2023 07:26 EDT)

Tim Kubrick, Chief of Human Resources  
Chief Negotiator