

APPENDIX II -- COMPENSATORY BENEFITS

The School Board shall provide the following additional compensation benefits, as described in this Appendix:

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Section 1. Liability Insurance

Subject to the availability of liability policies to the Board, all employees of M-DCPS are covered by professional liability insurance, and the carrier undertakes the defense of the employee sued as a result of acts occurring in the scope of his/her employment or function, unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, according to the terms of the policy.

If the Board Attorney is to represent the employee in a case in which the insurance coverage does not apply, the Superintendent may make that recommendation to the Board. When time does not permit prior recommendation to the Board, the Superintendent shall authorize the Board Attorney to represent the employee and report his/her action at the next regular meeting of the Board.

Section 2. Insurance and Other Benefits

A. Health Insurance and Flexible Benefits Coverage

1. Health Insurance benefits will be provided to all eligible full-time employees. The School Board will negotiate annually with AFSCME to determine plan design and employer contribution levels.
2. Coverage for health benefits for full-time employees begins the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of employment. Ten month employees who terminate or retire on the last day

of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.

The plan design for the 2006 calendar year will provide for three plan options, a Point of Service (POS) and two HMOs. Additionally, the School Board will provide during calendar year 2006 an opt-out provision for those benefit-eligible employees who can attest that they have health coverage elsewhere. The 2006 calendar year health insurance program will commence on January 1, 2006.

The specific terms of the 2006 health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Article XVIII of this collective bargaining agreement. The 2006 health insurance plan is subject to change in future calendar years, after the parties engage in negotiations pursuant to Chapter 447, Florida Statutes and Article XXI(D)(4) of this collective bargaining agreement.

The School Board will make available on a voluntary basis a selection of flexible benefits for the 2006 calendar year with the exception of the Personal Accident Insurance (Accidental Death and Dismemberment).

3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.

B. Health Insurance for Part-Time Food Service Employees

Effective January 1, 2003, part-time food service employees who have completed five or more years of M-DCPS service and are currently employed, and scheduled to work 15 or more hours per week, will become eligible for Board-paid health insurance (employee only) in the lowest cost plan offered or may decline (opt out) healthcare coverage and choose one of the Employer-Paid Flex Plan Options. In addition, these part time employees will have the ability to purchase health insurance for their eligible dependents entirely at their own expense.

Eligibility will be determined monthly after the last payroll in each month and will be based upon attaining 3,300 or more hours and five or more years of service in an applicable part-time food service job code. Criteria for the 5 years will consist of the eligible employees having received 110 regular paychecks (22 paychecks per year x 5 years). Coverage for eligible unit members shall begin on the first of the month following determination of eligibility. After initial eligibility, the employees must be regularly scheduled to work 15 hours or more per week to continue annual coverage. Coverage for part-time employees will expire on the last day of the month of employment. If the employee does not work for 30 consecutive calendar days,

the Board-paid coverage will be terminated at the end of the same month the employee was last paid. Ten-month employees who terminate or retire on the last day of the regular school year will be carried forward until the end of the month prior to the first day of the next regular school year.

Eligible employees on a Board approved leave of absence will receive Board-paid healthcare coverage following the same guidelines as for active AFSCME employees with respect to medical coverage only.

COBRA benefits, rights and responsibilities will be afforded to all eligible employees pursuant to federal law.

Section 3. Life Insurance

- A. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary or \$10,000, whichever is greater, effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
- B. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage.
- C. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.
- D. The Board agrees to provide a \$10,000 term life insurance plan for part-time permanent employees (i.e., those part-time permanent employees employed by the school district for at least one year, as of October 1 of each year), effective January 1 of each year.
- E. The Board agrees to request alternative proposals for permanent part-time employees from interested insurance companies, health maintenance organizations, and other provider groups when it next places the Board's health insurance programs out for requests for proposals. Responses received will be analyzed by the Board's consultants and the resulting analyses will be used by the Board for further discussions with the Union.

Section 4. Hospital Indemnity Plan

Part-time permanent employees (i.e., those part-time permanent employees employed by the school district for at least one year as of October first of each year) are covered by a hospital indemnity confinement insurance policy providing payments of \$350 per day for a maximum of 31 days per confinement. All permanent part-time food service workers qualifying for coverage under Section 2(B) above will not be eligible for coverage under this section. All in-patient hospitalization of a non-emergency nature (as determined by the insurance carrier) must be pre-certified through the carrier's pre-admission certification process. Failure to pre-certify or non-approval as a medically necessary hospitalization will result in no benefits payable to the employee.

Section 5. Workers' Compensation Benefits

1. Compensation for leave time granted for injury-in-line-of-duty will be calculated, as defined below.
 - a. Whenever a full-time employee is absent from his/her duties as a result of an approved workers' compensation injury for a period of 13 weeks (91 days) from the date of the accident. After this time period, and continuing up to a period of six months from the date of the accident, sick leave time may be used to keep the employee in full salary, such sick leave being computed at the daily sick leave rate less the daily workers' compensation rate for each sick leave day granted. This sick leave may be restored to the employee, upon request. If the employee elects to use sick leave to keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored (School Board Rule 6Gx13- 4E-1.13).
 - b. Part-time employees (those not eligible for accrued sick leave) will be eligible for a maximum of 10 days paid injury leave and workers' compensation benefits, as defined by Florida Statutes, Chapter 440.
2. All fringe benefits will continue to accrue during authorized absences for injury, or until the employee has received a return to work or has otherwise concluded his/her compensation matter.
3. If requested, and in accordance with Florida Statutes, Chapter 440, Miami-Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance throughout the entire workers' compensation process.
4. To comply with Florida Statutes, Chapter 440, the Board's Workers' Education and Rehabilitation Compensation (WERC) Plan will be utilized to support the placement of those eligible alternate duty employees into retraining classes or reassignment to other duties commensurate with the restrictions/limitations provided by the authorized compensation physician.
5. Upon receipt of proper medical reports, all authorized medical expenses associated with workers' compensation care will be paid in full.

Section 6. Temporary Duty

Any employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other M-DCPS services, including participation in school surveys, training meetings, study courses, workshops, etc. Such temporary assignment will be initiated by the supervising administrator. Employees will receive their regular pay and may be allowed expenses, as provided by law and rules of the School Board. Such temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned temporary duties shall not be considered to be on leave.

When an employee is on assignment away from his/her school or regular place of

employment, and that assignment requires (a) the employment of a substitute, (b) payment of travel expenses, or (c) out-of-county attendance, the employee must complete a request for Temporary Duty Form obtained from Human Resources. The request must be signed and approved by the supervising administrator and forwarded to Human Resources for final approval.

Section 7. Social Security

Employees or their families with adequate quarters of coverage with the Social Security Administration are eligible to receive benefits in accordance with federal laws because of retirement, disability, or death.

Social Security is financed through payroll taxes. The School Board matches payroll taxes deducted from employees' salaries for Social Security to assist in financing this program.

Section 8. Retirement Plan

Membership in a state-administered retirement system for unit members of M-DCPS, as pertinent, is governed as follows:

- A. The Florida Retirement System -- Chapter 121, Florida Statutes, and Rules and Regulations, Florida Retirement System, as amended.
- B. State and County Officers and Employees Retirement System -- Chapter 122, Florida Statutes, as amended.

Section 9. Early Retirement Plan

The School Board of Miami-Dade County, Florida has implemented a Supplemental Early Retirement Plan (SERP) with an effective date of July 1, 1984, and the Board now desires to amend that plan as follows:

- A. No employee will vest for participation in the SERP after July 1, 2000. Based on the provisions of the plan, it will remain in existence, and its provisions shall remain in full force for currently retired participants and for all participants described below.
- B. All persons who have attained the Age of 55 (or 54 years, 9 months for 10-month employees) and have completed at least 25 years, but not more than 28 years of service, as defined in the original plan, as of July 1, 2000, will be eligible to participate in the SERP. However, persons who have not exercised this right to retire as of July 1, 2003, or whose eligibility has expired by reason of achieving 28 years of service as defined above, will no longer have any retirement rights under this Plan.
- C. The Board agrees to pay the full cost of annuities for all participants who have retired under the SERP as of July 1, 2003, to the full extent permitted by Section 231.495, Florida Statutes, to wit, the total difference in retirement income between the retirement benefit based on average monthly compensation and creditable service as of the member's early retirement date and the early retirement benefit.

- D. After all funds have been disbursed as set forth in paragraph 3 above, the Plan and the Trust shall terminate pursuant to the provisions of the SERP, Article VIII.

Section 10. Unemployment Compensation

Leave for Illness or Injury-In-Line-of-Duty

- A. An employee shall be eligible for leave for illness or injury-in-line-of-duty when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.
- B. The following requirements shall apply for this type of leave, as defined above:
1. Duration of Leave
 - a. Leave may be authorized for a total of not more than 10 school days during any school year for illness contracted or injury incurred in-line-of-duty.
 - b. Additional leave not to exceed 30 days may be granted automatically upon receipt of verification by a physician approved by the Chief Personnel Officer for Human Resources or designated representative stating that the employee is unable to return to duty. The term of additional leave granted under this Section shall not extend beyond the date the physician states that the employee may return to duty.
 - c. A medical evaluation conducted by a physician approved by the Chief Personnel Officer for Human Resources or designated representative will be the determining factor when the employee is able to return to duty. If the employee is not able to assume his/her regular duties, but is able to return to a less strenuous assignment, when such assignment is available, the employee must accept the lesser assignment at this regular salary, not to exceed one year from the date of the injury or illness.
 - d. Emergency sick leave may be granted in addition to leave listed in a. and b. above for illness or injury occurring under circumstances which, in the opinion of the School Board, warrants granting of such leave. Such additional emergency sick leave, if granted by the School Board, shall be for such term and under such conditions as the School Board deems proper. The term for such leave shall not exceed one calendar year from the date of the injury or illness.
 - e. The Superintendent or his/her designee may, when deemed in the best interest of the school system, involuntarily transfer unit members with contagious or infectious diseases (as agreed to by the parties). Before said employee is involuntarily transferred, a conference shall be held with the Assistant Superintendent for Facilities Management, or his/her designee, except where such transfers are a result of a

legal order. Employees who are involuntarily transferred, pursuant to this Section, will have the right to be accompanied to the conference by a representative of the Union and shall be informed of this right.

2. Compensation for leave time granted for injury-in-line-of-duty will be calculated, as defined below.

- a. Whenever a full-time employee is absent from his/her duties as a result of an approved workers' compensation injury, the employee will be paid full salary for a period of 13 weeks (91 days) from the date of the accident. After this time period, and continuing up to a period of six months from the date of the accident, sick leave time may be used to keep the employee in full salary, such sick leave being computed at the daily sick leave rate less the daily workers' compensation rate, for each sick leave day granted. This sick leave may be restored to the employee upon request. If the employee elects to use sick leave to keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored (Board Rule 6GX13-4E- 1.13).

Part-time employees (those not eligible for accrued sick leave) will be eligible for a maximum of 10 days paid injury leave and workers' compensation benefits, as defined by Florida Statutes, Chapter 440.

All fringe benefits will continue to accrue during authorized absences for injury or until the employee has returned to work or has otherwise concluded his/her compensation matter.

If requested, and in accordance with Florida Statutes, Chapter 440, Miami- Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance throughout the entire workers' compensation process.

- b. To comply with Florida Statutes, Chapter 440, the Board's Workers' Education and Rehabilitation Compensation (WERC) Program will be utilized to support the placement of those eligible alternative duty employees into retraining classes or reassignment to other duties commensurate with the restrictions/limitations provided by the authorized compensation physician.

Section 11. Credit Union

Permanent employees have an opportunity to become members of the Dade County School Employees Federal Credit Union. The purpose of the Credit Union is to encourage regular savings and make loans available to members at low interest rates with payments arranged according to their income and ability to repay.

There are five locations to serve personnel; the main office is located at 7800 S.W. 117 Avenue, Miami (Telephone Number: (305) 279-4364).

Section 12. U.S. Savings Bonds

Permanent employees may purchase by payroll deductions up to three bonds simultaneously in the amounts of \$100, \$200, or \$500 denominations. Bonds are purchased from the Federal Reserve Bank of Richmond and are forwarded to the employee from the Federal Reserve Bank of Richmond. Bonds will be purchased automatically until the employee requests cancellation by submitting a bond cancellation form to the Payroll Deduction Unit. Bonds are purchased solely by the employee.

Section 13. Tax Sheltered Investment Program

The School Board has a tax sheltered investment program in which all employees are eligible to participate. A tax sheltered investment program offers the tax advantage of deferring federal income taxes until the benefits are received. The employee who elects to enroll in this program pays for the entire cost by payroll reduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered investment program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies, respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this program in greater detail, upon request.

An employee may participate through one and/or two different companies. An employee may elect to make a change only one time within a calendar year. A change is defined as a start, re-start, increase, decrease, or the addition of a second company. The investment contract may be canceled via written request for cancellation at any time with at least 30 days' advance notice.

Section 14. Terminal Pay

- A. To encourage and reward full-time permanent employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, resignation, or to their beneficiaries, if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at retirement, resignation, or death, as follows:
1. During the first three years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
 2. During the next three years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
 3. During the next three years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;

4. During and after the 10th year of service, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;
 5. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen pursuant to this provision receive less than the amount determined as in D. below.
- B. Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.
 - C. Payment for the resignation and retirement benefit will be made in the fiscal year subsequent to the one in which the employee resigns or retires.
 - D. Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board.
 - E. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. "Years of service" shall mean creditable years of service under any retirement system of the state of Florida.