

TENTATIVE AGREEMENT
2016-2017 ADDENDUM TO THE

UTD
CONTRACT

between

MIAMI-DADE COUNTY PUBLIC SCHOOLS
and
UNITED TEACHERS OF DADE

Effective July 1, 2015 through June 30, 2017




Gloria M. Arazoza
Administrative Director
Office of Labor Relations



Karla Hernandez-Mats
President
United Teachers of Dade




Dawn M. Baglos
Administrative Director
Office of Labor Relations


Date

ARTICLE XXVIII -- RATIFICATION AND FINAL DISPOSITION

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally binding contract upon approval by the Board and ratification by the members of the bargaining unit represented by the Union, pursuant to Florida Statutes, Section 447.309.
- B. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.
- C. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations. During such negotiations, unit employees would continue to be governed by the current economic agreement.
- D. The terms of this Contract are for two years, provided:
1. The terms and conditions of this agreement, effective July 1, 2015, shall continue until midnight, June 30, 2017, except as specifically set forth in this agreement.
 2. By service of written notice on the other party, prior to April 1, 2017~~6~~ the Successor Contract shall be open for negotiations. ~~wage and health insurance provisions and any other articles as mutually agreed upon shall be reopened for the subsequent fiscal/calendar year.~~
 3. In the event that the percentage increase/decrease of funding per weighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) is inadequate as determined by the School Board, to fund the economic provisions of this Agreement for the ~~2015-2016~~ 2016-2017 fiscal year, UTD agrees to renegotiate the economic provisions of this Agreement for the ~~2015-2016~~ 2016-2017 fiscal year, if requested by the School Board. During such negotiations, unit employees would continue to be governed by the current economic agreement for the applicable fiscal year. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.


5/28/16


5/28/16

This Contract shall continue in full force and effect until June 30, 2017.

Dated at Miami, Florida, this 9th _____ day of September, 2015 _____, 2016.

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

UNITED TEACHERS OF DADE

Ms. Perla Tabares Hantman Date
Chair



Mr. Fedrick C. Ingram Date
Ms. Karla Hernandez-Mats
President

Dr. Lawrence S. Feldman Date
Dr. Dorothy Bendross-Mindingall
Vice Chair

Mr. Alberto M. Carvalho Date
Superintendent of Schools

Approved As To Form
and Legal Sufficiency

Mr. Walter J. Harvey Date
School Board Attorney


 5/25/16


5/25/16

**MEMORANDUM OF UNDERSTANDING
2017 HEALTH INSURANCE PLAN**

Pursuant to Appendix D, Section 2.A.1. of the Labor Contract between Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD), the parties have met through a number of collective bargaining sessions and agreed to the strategies contained in this Memorandum of Understanding (MOU) including but not limited to the attached 2017 Healthcare monthly premiums, contributions and subsidies effective January 1, 2017.

1. M-DCPS and UTD agree to the attached 2017 Healthcare Monthly Premium Equivalents, Contributions and Subsidies for calendar year 2017. Employee cost share and dependent premiums for OAP 10 are subject to change upon mutual agreement.
2. For Calendar Year 2017 there will be no changes to employee cost share, dependent premium and plan design to Cigna LocalPlus Plan.
3. For Calendar Year 2017 there will be no changes to employee cost share and dependent premium with minor plan design modifications that would be mutually agreed upon to Cigna OAP 20.
4. M-DCPS and UTD agree to work to evaluate potential changes to plan design and healthcare strategies/offerings in order to focus on overall reductions to premium equivalent increases as determined by M-DCPS' employee benefits consulting firm of Aon Hewitt for calendar year 2017. Potential changes based upon return on investment/behavior modification and not solely cost shifting will be mutually agreed upon and will be finalized no later than 60 days from date of ratification. Potential changes will include but are not limited to:
 - Change of retail pharmacy provider from Walgreens to CVS for calendar year 2017
 - OAP 10 will only be available to those enrolled in the plan as of July 1, 2016
 - Changes to employee cost share, dependent premium and plan design to Cigna OAP 10 Plan
 - New Hires will be enrolled in the Cigna LocalPlus Plan from date of hire through the end of the calendar year and may be able to enroll in a plan of their choice, other than Cigna OAP 10, in the following plan year after satisfying 12 months of continuous employment in a benefits-eligible position
5. M-DCPS and UTD agree that for the 2017 benefit year, the agreed upon salary band platform, which was implemented in 2016 will remain in place with the benefits salary defined for teachers on the AO Salary Schedule and for the Paraprofessionals/School Support Personnel on the U1 Salary Schedule and for Office Personnel, the UO Salary Schedule. Benefit salaries will be updated to meet current salary levels and will be determined for all employees annually on June 30 of each year. The benefit salary determines the employee and dependent healthcare premium contributions, as well as life insurance and disability payment levels. Prospectively, the salary bands will be reviewed for indexing on a cycle of a three-year term, from when the salary bands platform was implemented in 2016, based upon an average of most recently published Consumer Price Index, All Urban Consumers (CPI-U), for the previous three-year period percentage change (December – December).

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6. M-DCPS and UTD agree that in keeping with healthcare wellness initiatives, benefit eligible employees will be encouraged to register on www.mycigna.com. Additionally, benefit eligible employees will be encouraged to have an annual physical (preventative) at a physician of their choice and have biometric screenings (blood work) performed in order to complete the online Health Risk Assessment (HRA).
7. M-DCPS and UTD agree that M-DCPS shall continue to maintain its current "opt out" feature at \$100.00 per month, based upon evidence of other group healthcare coverage.
8. M-DCPS and UTD agree to continue providing a debit card for use with the medical flexible spending account (FSA) at no charge to the employee. The maximum amount, which can be put into the FSA is currently \$2,550 per calendar year and is determined annually by the Internal Revenue Service (IRS).
9. Employees who choose dependent coverage will enroll eligible dependents in the healthcare selection in which the employee is enrolled and provide all required documentation for their dependents. Failure to submit required documentation will result in termination of dependent coverage.
10. Employees who choose dependent coverage will have payroll deductions for such coverage as outlined in the attached employee cost-share and dependent premiums for calendar year 2017 and any other mutually agreed upon premium changes to OAP10.
11. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on September 3, 2014 in Agenda Item E-68 Revised and on October 7, 2014 in Agenda Item E-68. Existing rates will be maintained for calendar year 2017 as approved by the Board on September 3, 2014 in Agenda Item E-68 Revised and on October 7, 2014 in Agenda Item E-68.
12. M-DCPS will continue its use of Health Care Blue Book (HCBB) as the Transparency Tool application approved by the School Board at its meeting of July 15, 2015, Agenda Item E-66. M-DCPS and UTD will continue to work through the Healthcare Sub-Committee to identify ways to educate employees on use of the HCBB tool in order to maximize the use of the tool to incentivize employees towards the "Green" providers as those with the best quality and lowest facility costs.
13. An additional healthplan offering such as a large deductible/consumer-driven healthcare option with a health savings account (HSA) component may be offered to benefit eligible employees effective for calendar year 2018 if mutually agreed upon.
14. M-DCPS and UTD agree to conduct healthcare sub-committee meetings to discuss various issues on a quarterly basis. By mutual agreement, the sub-committee meetings may include all other bargaining unit representatives as well as representatives from employee associations and will review subjects including, but not limited to monthly financial dashboard for Fund 711, medical trends, transparency, wellness, etc.
15. M-DCPS and UTD agree to work jointly on healthcare and wellness educational strategies that will be implemented throughout calendar year 2017.

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16. This MOU is incorporated into the parties' current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.
17. This MOU is subject to ratification by members of the UTD bargaining unit and the School Board.

DATED at Miami, Florida, this _____ day of _____, 2016.

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

UNITED TEACHERS OF DADE

Ms. Perla Tabares Hantman Date
Chair

Ms. Karla Hernandez-Mats Date
President

Dr. Dorothy Bendross-Mindingall Date
Vice Chair

Mr. Alberto M. Carvalho Date
Superintendent of Schools

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Mr. Walter J. Harvey Date
School Board Attorney

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MIAMI-DADE COUNTY PUBLIC SCHOOLS
Healthcare Monthly Premium Equivalents, Contributions and Subsidies
Effective 1/1/2017

EMPLOYEE SALARY BANDS	OAP 10		OAP 20		LOCAL PLUS	
	EMPLOYEE PAYS 2016	EMPLOYEE PAYS 2017	EMPLOYEE PAYS 2016	EMPLOYEE PAYS 2017	EMPLOYEE PAYS 2016	EMPLOYEE PAYS 2017
Salary Band 1 (Under \$34,999K)						
Employee Only	\$118	TBD*	\$10	\$10	\$0	\$0
EE + SP	\$362	TBD*	\$168	\$168	\$158	\$158
EE + CH	\$290	TBD*	\$122	\$122	\$111	\$111
EE + Family	\$607	TBD*	\$326	\$326	\$315	\$315
Salary Band 2 (Over \$35K to \$54,999K)						
Employee Only	\$153	TBD*	\$20	\$20	\$0	\$0
EE + SP	\$495	TBD*	\$253	\$253	\$232	\$232
EE + CH	\$393	TBD*	\$184	\$184	\$163	\$163
EE + Family	\$838	TBD*	\$485	\$485	\$464	\$464
Salary Band 3 (Over \$55K to \$69,999K)						
Employee Only	\$174	TBD*	\$30	\$30	\$0	\$0
EE + SP	\$614	TBD*	\$402	\$402	\$343	\$343
EE + CH	\$483	TBD*	\$292	\$292	\$242	\$242
EE + Family	\$1,054	TBD*	\$774	\$774	\$686	\$686
Salary Band 4 (Over \$70K to \$89,999K)						
Employee Only	\$195	TBD*	\$40	\$40	\$0	\$0
EE + SP	\$732	TBD*	\$477	\$477	\$436	\$436
EE + CH	\$573	TBD*	\$348	\$348	\$307	\$307
EE + Family	\$1,271	TBD*	\$914	\$914	\$872	\$872
Salary Band 5 (Over \$90K)						
Employee Only	\$217	TBD*	\$70	\$70	\$0	\$0
EE + SP	\$901	TBD*	\$693	\$693	\$529	\$529
EE + CH	\$698	TBD*	\$509	\$509	\$372	\$372
EE + Family	\$1,586	TBD*	\$1,315	\$1,315	\$1,057	\$1,057

Coverage Tier	OAP10	OAP20	LocalPlus
Adult Dependent	TBD*	TBD*	TBD*

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* 2017 Final healthcare premium equivalent rates will be determined once reduction strategies have been mutually agreed upon and finalized

**M-DCPS Salary Proposal #1 (Revised 2)
(UTD, 2016)**

Instructional Personnel

Pursuant to Florida Statutes Section 1012.22 and Chapter 447, Florida Statutes, the Grandfathered A0 Salary Schedule and the Performance A0 Salary Schedule below are collectively bargained on a yearly basis and these schedules replace all previously bargained grandfathered and performance pay salary schedules.

Grandfathered A0 Salary Schedule		
10 Month	12 Month	Adult/Vocational
\$40,500 <u>\$40,800</u> (Min)	\$47,041 <u>\$47,390</u> (Min)	\$48,600 <u>\$48,960</u> (Min)
\$71,385 <u>\$72,000</u> (Max)	\$82,914 <u>\$83,628</u> (Max)	\$85,662 <u>\$86,400</u> (Max)

Eligible employees on the Grandfathered A0 Salary Schedule shall receive a **3.37%** salary adjustment to their base salary, up to the maximum, effective July 1, 2016.

Performance A0 Salary Schedule		
10 Month	12 Month	Adult/Vocational
\$40,500 <u>\$40,800</u> (Min)	\$47,041 <u>\$47,390</u> (Min)	\$48,600 <u>\$48,960</u> (Min)
\$71,385 <u>\$72,000</u> (Max)	\$82,914 <u>\$83,628</u> (Max)	\$85,662 <u>\$86,400</u> (Max)

Eligible employees on the Performance A0 Salary Schedule shall receive a salary adjustment to their base salary, up to the maximum, effective July 1, 2016 as follows:

Highly Effective** **3.57%**
Effective** **2.6775% (75% of Highly Effective)**

* Salary adjustments have been determined in accordance with the following provisions of Florida Statutes Section 1012.22.

- The annual salary adjustment under the performance salary schedule for an employee rated as "Highly Effective" must be greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the District.
- The annual salary adjustment under the performance salary schedule for an employee rated as "Effective" must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a "Highly Effective" employee of the same classification.
- The Performance Salary Schedule shall not provide an annual salary adjustment for an employee who receives a rating other than "Highly Effective" or "Effective" for the evaluation year.

**Ratings based upon 2014-2015 evaluation data.

A procedure will be developed with UTD to allow teachers to opt-in into the Performance Pay Salary Schedule upon their return in August 2016.

Supplements

Title I Supplement

Instructional employees assigned to Title 1 Schools will receive a yearly supplement in the amount of:

Free and Reduced Lunch Percentage	Amount
90-100	\$500
80-89.99	\$300
Title 1 minimum – 79.99	\$100

School Assignment Supplement

Employees assigned to schools that earned a grade of "F" or three consecutive grades of "D" will receive a \$100 yearly supplement. This supplement will remain in force for at least 1 year following improved performance in that school.

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Educational Support Personnel

ARTICLE XVII – Paraprofessional/Associate Educator/School Support Personnel

In order to raise all employees on the U1 Salary Schedule to a minimum of \$10.00 an hour, the U1 Salary Schedule shall be adjusted as follows effective July 1, 2016:

- Eliminate Steps (S) in the following Pay Grades (PG)
 - 10 Month
 - S2, S3, S4, S5, S6, S7; PG 7
 - S2, S3, S4, S5, S6; PG 10
 - 12 Month
 - S4, S5, S6, S7, S8; PG 7
 - S2, S3, S4, S5, S6, S7; PG 10

Effective July 1, 2016, the U1 salary schedule will be improved by 2.4%, however no step will be less than the equivalent of \$10.00 per hour. All employees will remain on their current step.

ARTICLE XVIII – Office Employees

In order to raise all employees on the U0 Salary Schedule to a minimum of \$10.00 an hour, the U0 Salary Schedule shall be adjusted as follows effective July 1, 2016:

The U0 Salary Schedule shall be adjusted as follows:

- Eliminate Steps (S) in the following Pay Grades (PG)
 - 10 Month
 - S2, S3, S4, S5; PG 17
 - 12 Month
 - S2, S3, S4, S5, S6; PG 17

Effective July 1, 2016, the U0 salary schedule will be improved by 2.4%, however no step will be less than the equivalent of \$10.00 per hour. All employees will remain on their current step.

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**M-DCPS/UTD Proposal #2 – Revised/Revised
(Counter to UTD #2)**

5/25/16

IPEGS

M-DCPS and UTD agree to extend IPEGS review process for the 2015-2016 school year. The IPEGS review process remains a pilot, for all schools, for the 2015-2016 school year. The deadline for a teacher to initiate the review process for 2015-16 year shall be extended by 7 calendar days after the date of the fully ratified contract. This review process will be inclusive of all IPEGS performance standards, excluding Performance Standard 1: Learner Progress. However, a maximum of 3 standards per evaluation year, per employee, may be reviewed at any one time. The IPEGS review process will only be available to an employee if changing the rating will impact the employee's final rating. The IPEGS review process will not be subject to arbitration.

M-DCPS and UTD agree to continue task force meetings as it relates to the IPEGS teacher evaluation instrument enhancements and teacher Summative Performance Ratings. The task force shall review the results of the 2014-2015 review process and make recommendations.

M-DCPS and UTD, likewise, agree to revisit the cut scores that determine teacher Summative Evaluation Ratings when the state releases the Value Added scores. Teachers' summative evaluations will be finalized after both parties have mutually agreed on the cut scores. In the event statewide cut scores are established and required by FLDOE, M-DCPS and UTD agree to use said scores for the summative evaluation ratings.

Starting 2016-17: Unified Summative Rating (VAM & SPE Ratings) Percentages:	
Component	%
VAM:	35 <u>34</u>
Professional Practices (Standards 2-8):	50
DPGT	45 16

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UTD Proposal #4 – Revised
5/25/16

ARTICLE XXIII -- UNION RIGHTS

Section 6. Temporary Duty -- Union Officers

Temporary duty assignment with pay shall be provided for the President of the Union and up to four Union officers/designees selected by the Union or the equivalent of time for four Union officers/designees, who shall be released from their duties, upon 20 calendar day's notification, as Board employees, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. The chief personnel officer may extend this provision to include additional Union designees as well as to reduce the notification time limits.

In addition to these provisions, leave of absence without pay or benefits shall be granted to a current or immediate past UTD officer for the purpose of service as an officer of one of the following organizations: The Florida Education Association, the American Federation of Teachers or the National Education Association, upon written application of such UTD officer to the Superintendent or designee.

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