FACTFINDING POSITIONS OF EMPLOYER COMMISSIONERS

I. PREMIUM SHARE:

- **a.** Licensed employees: As of January 1, 2023, such covered employees shall pay 20% of Gold CDHP premium cost in the case of those electing the Gold CDHP plan. Buy up obligation for higher priced plans. Employer shall pay 80% of the premium cost of lower priced plans like the Silver CDHP if selected. Such covered employees' premium share increases to 21% as of January 1, 2024, and to 22% as of January 1, 2025.
- b. Support Staff (unlicensed employees): All such employees will increase their contribution to premium by 2% above their status quo as of December 31, 2022, but in no event shall make less than a 15% contribution to premium as of January 1, 2023, nor in excess of 20%. Such employees' premium share shall increase by 2% as of January 1, 2024, but not in excess of 20%. Any such employee who remains at a premium less than 20% as of December 31, 2024 will pay a premium share of 20% on and after 1-1-2025. By way of illustration, an employee paying 12% as of December 31, 2022, will move to 15% as of January 1, 2023, but an employee paying 14% as of December 31, 2022, will move to 16% as of January 1, 2023. Further, an employee contributing 17% as of December 31, 2022, will move to 19% as of January 1, 2024 and to 20% percent as of January 1, 2025. Buy-up etc. shall be the same as for licensed employees.

II. OUT OF POCKET (OOP) SHARE:

Employers will make a first dollar contribution in the amount of \$1250 annually for single tier of coverage and \$2500 for all other tiers for those selecting an HRA. Employers will make a first dollar contribution in the amount of \$1100 for those employees who select an HSA.

III. CASH IN LIEU (CIL): in addition to the practice known and designated as "double dipping" now prohibited by Act # 7 of the Acts of 2021, no Vermont school district shall pay a covered employee in excess of \$2000 in exchange for electing against receipt of Health Insurance benefits from such school district. No Vermont school district which already has entered into an agreement with a certified bargaining unit or individual employee to make a payment less than \$2000 in exchange for electing against receipt of Health Insurance benefits from such school district may increase the amount of such payment between January 1, 2023 and December 31, 2025.

- IV. GRIEVANCE PROCEDURE: Either a majority of the employer representing commissioners or the employee representing commissioners may file a grievance with the commission not later than thirty (30) calendar days after which it is known or reasonably should be known that a violation or misinterpretation of this agreement or arbitrator's award has occurred. The matter shall first be addressed by the commission as a whole. If a majority of the employer and employee commissioners decides to resolve the matter, this decision shall be final and binding on all concerned. If the employer and employee commissioners are divided on the matter, either party may appeal the matter to final and binding arbitration under the labor and employment rules of the American arbitration association within thirty (30) calendar days of the inability of the commission to agree upon a decision. The decision of the arbitrator shall be final and binding on all concerned.
- V. ELIGIBILITY: The threshold for eligibility for Health Insurance benefits under the statute shall be eighteen and three quarter (18.75) hours per week on a regular and continuing basis. Fulltime employment shall be regarded as thirty seven and one-half (37.5) hours per week on a regular and continuing basis.