

Act 11 Management Contract Language Proposal

April 1, 2019

Article I. Recognition:

Sec. 101: In accordance with 16 V.S.A. Chapter 61 (Sec. H.11 of Act 11 of the 2018 Special Session of the Vermont General Assembly), the five (5) representatives of participating employees on the Commission on Public School Employee Health benefits is recognized as the exclusive bargaining representative of eligible employees for all aspects of representation within the jurisdiction created by said Chapter 61.

Article II. Definitions:

Sec. 201: The following definitions shall be applicable to this Agreement:

(a) Licensed Teachers: Employees of Vermont school districts and supervisory districts providing employment services requiring a professional teaching license from the Vt. Agency of Education.

(b) Licensed Administrators: Employees of Vermont school districts and supervisory districts (District Employees) providing employment services requiring a professional administrator's license from the Vt. Agency of Education.

© Support Staff: (full-time/year-round support staff, full-time/school year support staff, full-time/extended school year support staff)

(d) All Other District Employees' categories: (i.e. athletic director, payroll manager, bus drivers, food services, business office employees, human resources staff, IT employees, but excluding contracted extra/co-curricular employees and independent contractors.)

Article III. Plan Offerings:

Sec. 301: All participating District Employees who are eligible for coverage will be able to select one of the four plans offered by VEHI: Platinum, Gold, CDHP Gold or CDHP Silver

Article IV. Duration:

Sec. 401 This Agreement shall be in force for two (2) years commencing July 1, 2020 and expiring June 30, 2022 unless extended by mutual agreement of the Parties.

Article V. Eligible/Participating Employees: Consistent with the policies of the insurance carrier and insurance pool administrator, in order for District Employees and their eligible dependents to participate in receiving health insurance benefits under this Agreement, the following must apply:

Sec. 501: Licensed teachers who are determined by their employing district to be “full-time” employees will be eligible to secure health insurance benefits through their district according to the terms of this Agreement. Teachers who work less than full-time, but at least sixty percent (60%) of a full-time position, will be eligible to secure health insurance benefits on a pro-rata basis. For example, an eligible sixty percent 60% part-time teacher will receive 60% of the contribution the District would have made to a full-time teacher, and shall be required to pay any remainder of the premium.

Sec. 502: Licensed administrators who are determined by their employing district to be “full-time” employees will be eligible to secure health insurance benefits through the district according to the terms of this Agreement. Administrators who work less than full-time, but at least sixty percent (60%) of a full-time position, will be eligible to secure health insurance benefits on a pro-rata basis. For example, an eligible sixty percent 60% part-time administrator will receive 60% of the contribution the District would have made to a full-time administrator and shall be required to pay any remainder of the premium.

Sec. 503: “Year-round” support staff who are determined by their employing district to be “full-time” employees will be eligible to secure health insurance benefits through the district according to the terms of this Agreement. Year-round support staff, who work less than full-time, but at least sixty percent (60%) of a full-time position, will be eligible to secure health insurance benefits on a pro-rata basis. For example, an eligible sixty percent 60% part-time support employee will receive 60% of the contribution the district would have made to a full-time, year-round support staff employee, and shall be required to pay any remainder of the premium.

Sec. 504: “School year” support staff who are determined by their employing district to be “full-time” employees will be eligible to secure health insurance benefits through the district according to the terms of this Agreement. School year support staff, who work less than full-time, but at least sixty percent (60%) of a full-time position, will be eligible to secure health insurance benefits on a pro-rata basis. For example, an eligible sixty percent 60% part-time, school year support staff employee will receive 60% of the contribution the district would have made to a school year support staff employee, and shall be required to pay any remainder of the premium.

Sec. 505: “Extended school year” support staff who are determined by their employing district to be “full-time” employees will be eligible to secure health insurance benefits through the district according to the terms of this Agreement. who work less than full-time, but at least sixty percent (60%) of a full-time/extended school year

support staff position, will be eligible to secure health insurance benefits on a pro-rata basis. For example, an eligible sixty percent 60% part-time, extended school year support employee will receive 60% of the contribution the District would have made to a full-time extended school year employee, and shall be required to pay any remainder of the premium.

Sec. 506: All Other District Employee Categories: (i.e. athletic director, payroll manager, bus drivers, food services, business office employees, human resources staff, IT employees, but excluding extra/co-curricular employees and independent contractors.) All other school district employee categories and/or positions, excluding extra/co-curricular positions, who are determined by their employing district to be “full-time” employees will be eligible to secure health insurance benefits through the district according to the terms of this Agreement. Such employees who work less than full-time, but at least sixty percent (60%) of a full-time position, will be eligible to secure health insurance benefits on a pro-rata basis. For example, an eligible sixty percent 60% part-time employee will receive 60% of the contribution the district would have made to a full-time employee and shall be required to pay any remainder of the premium.

Article VI. Premium Sharing by The District and Eligible Employees:

Sec. 601: Premium sharing between the Districts and eligible employees shall be as follows:

(a) Base Plan: The dollar amount of the premium sharing contribution by the Districts shall in all instances and with all employees be tied to the premium cost of the VEHI CDHP Gold plan. Employees may apply the dollars generated from that calculation to any of the four available VEHI plans. The employee then will be required to contribute the difference between a District’s contribution and the premium cost of the plan the employee selects.

(b) Premium Overpayment by the District: In the event an employee selects a plan where the total premium cost is less than that of the CDHP Gold plan, and which results in a District potential contributing dollars in excess of those needed to fund the employee’s plan selection, any excess district premium contribution will be directed to an individual Health Savings Account for the employee as described in this Agreement.

Article VII. Employer/Employee Premium Sharing:

Sec. 701:

(a) Licensed Teachers: Subject to other provisions of this Agreement as to minimum eligibility and proration, for licensed teachers who fully qualify for health insurance benefit coverage, the District will contribute seventy percent (70%) toward the cost of premiums of the benefit tier selected by the

teacher, and the teacher will contribute thirty percent (30%) toward the cost of premiums for the benefit tier selected by the teacher.

(b) Licensed Administrators: Subject to other provisions of this Agreement as to eligibility and proration, for licensed administrators who fully qualify for health insurance benefit coverage, their district will contribute seventy percent (70%) toward the cost of premiums of the benefit tier selected by the administrator, and the administrator will contribute thirty percent (30%) toward the cost of premiums for the benefit tier selected by the administrator.

© Support Staff Employees: Subject to other provisions of this Agreement relating to eligibility and proration, for support staff employees who qualify for health insurance benefit coverage, their district will contribute seventy percent (70%) toward the cost of premiums of the benefit tier selected by the employee, and the employee will contribute thirty percent (30%) toward the cost of premiums for the benefit tier selected by the employee.

(d) All Other District Employee Categories: (i.e. athletic director, payroll manager, bus drivers, food services, business office employees, human resources staff, IT employees, but excluding extra/co-curricular employees and independent contractors.): Subject to other provisions of this Agreement relating to eligibility and proration, for all other district employee categories who fully qualify for health insurance benefit coverage, their district will contribute seventy percent (70%) toward the cost of premiums of the benefit tier selected by the employee, and the employee will contribute thirty percent (30%) toward the cost of premiums for the benefit tier selected by the employee.

Article VIII. Future Premium Increases:

Sec. 801: In the event that there is an increase in premium costs during any portion of the second year of this Agreement that exceeds percent in the cost of premiums for the prior year, participating employees will bear all premium cost increases in excess of such and premium sharing percentages for the Districts and employees as listed in Article ___ will be adjusted accordingly.

Article IX. Tier Access for Eligible District Employees:

Section 901: Tier access for eligible District Employees shall be as follows:

(a) Licensed Teachers: Subject to eligibility and other provisions contained in this Agreement, participating licensed teachers shall be allowed to select one the following benefit tiers: Single, Two-adult persons, Parent and Child(ren), or Family coverage.

(b) Licensed Administrators: Subject to eligibility and other provisions contained in this Agreement, participating licensed administrators shall be allowed to select one the following benefit tiers: Single, Two-adult persons, Parent and Child(ren), or Family coverage.

© **Support Staff:** Subject to eligibility and other provisions contained in this Agreement, an eligible support staff employee whose position is at least sixty (60%), but less than 80% of what constitutes a full-time position in the employee's job category, will be entitled to access only the single benefit tier paid for by the District on a pro-rata premium sharing basis as outlined in Article _____. This shall not prevent the employee from purchasing one of the other available benefit tiers—Two-adult persons, Parent and Child(ren), or Family coverage—at the employee's sole expense.

If the eligible support staff employee's position is 80% or greater, but less than 100% of what constitutes a full-time position in the employee's job category, the employee will be entitled to access all benefit tiers paid for by the District on a pro-rata premium sharing basis as outlined in Article _____.

Article X. Employees Under Part-time Contract in Two or More Districts/Supervisory Unions:

Sec. 1001: Premium Sharing: District Employees who have part-time contracts with multiple school district employers, shall be eligible for health insurance coverage according to this Agreement as follows: Each District will bear a proportional, premium sharing responsibility equal to the part time percentage of the employee's contract. For example, if District "A" has a 60% employment contract/relationship with the school employee, District "A" will be responsible for 60% of the total district premium sharing responsibility found in Article _____.

Sec. 1002: Plan Administration: In those instances where the District Employee is employed by multiple districts, administration of the employee's health insurance benefits will be the primary responsibility of the district with the largest contractual relationship. In the event two or more districts have identical contractual relationships with the employee, the District that first employed the employee will have responsibility of administrator of the employee's insurance benefits.

Article XI. One-Year Contracts For Licensed Teachers and Administrators:

Sec. 1101. All terms and conditions of this Agreement shall apply to eligible District Employees, as defined in Article _____, who are employed by a district for a limited duration contract lasting one (1) year.

Article XII. Health Savings Accounts:

Sec. 1201. District Contribution to HSAs: During the first year of this Agreement, for each participating District Employee who is eligible for health insurance coverage and who selects an HSA compatible health insurance plan, (CDHP Gold and CDHP Silver), the employing district will contribute in quarterly installments to the employee's individual Health Savings Account (HSA) an annual amount of money equal to

Sec. 1202. Second Year: In the second year of this Agreement, participating districts shall contribute an amount into the employee's HSA that is points less than the preceding year.

Sec. 1203. Employee Contributions to personal HSAs: Subject to IRS regulations, nothing in this Agreement shall prevent individual employees from making additional contributions to their personal HSA. (

Sec. 1204. HSA Third Party Administrator and Administrative Fees (TPA): The Employer Commissioners will select the vendor who will provide TPA services to District Employees, will make all administrative decisions related to the delivery of those services, and will pay the fees related to those services.

Sec. 1205. Cash-in-Lieu of Benefits Payments: Cash-in-Lieu payments by districts to eligible employees who choose not to secure health insurance coverage though the district is expressly prohibited.

Article XIII. Grievance Procedure:

Sec. 1301 Definition: Any claim by either the Employee or Employer Commissioners that there has been a mis-application or misinterpretation of the provisions of this Agreement or of the requirements of said Chapter 61 of 16 V.S.A. shall be regarded as a grievance hereunder.

Sec. 1302 initial Filing: The initial filing of any Grievance pursuant to this Article must be made within thirty (30) work days of the date the Party hereto filing the grievance knew or reasonably should have known of the existence of the facts giving rise to the grievance.

Sec. 1303. Step One: The initial filing shall be with the designated Chair of either the Employer or the Employee Commissioners as the case may be. Such commissioners shall meet with their counterpart Commissioners to discuss the grievance and shall either agree to resolve the same or shall deny the grievance within twenty (20) work days from the date of its initial filing. If the grievance is not successfully resolved at Step 1, it may be appealed to final and binding arbitration under Step two hereof within ten (10) workdays of the date of the Step One denial.

Sec. 1304. STEP Two: Upon referral of a grievance to Final and Binding Arbitration, the parties shall endeavor to choose an arbitrator by mutual agreement. If this effort is unsuccessful, the arbitrator shall be selected and the hearing held in accordance with the Labor Arbitration Rules of the American Arbitration Association. The Arbitrator's award shall be final and binding with the exception of appeals authorized by Vermont's Arbitration Act. The Parties' signature to this Agreement shall also signify their Acknowledgement of Arbitration as required by law. The cost of arbitration, other than attorneys' fees which will be paid separately, will be equally split between the Parties.

Article XIV. Successor Agreement:

Sec. 1401: The parties agree to meet and negotiate for a successor agreement to this Agreement not later than April 1, 2022 and to follow the mandates of said Chapter 61 then applicable.

Add Boiler-Plate provisions on controlling Vt. law; standard zipper clause; equal participation in negotiating so Agreement not interpreted against either party; declared invalidity of one section not invalidating the entire Agreement; binding on successors and assigns: use of one gender infers both;