

Human Resources Enclosure HR 13
December 19, 2007 Board

AGREEMENT

BETWEEN

HAMILTON TOWNSHIP BOARD OF EDUCATION

AND

**INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, AFL-CIO PUBLIC EMPLOYEES DIVISION,
DISTRICT COUNCIL #711, STATE OF NEW JERSEY**

EFFECTIVE DATE: JULY 1, 2007 TO JUNE 30, 2010

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ARTICLE 1
RECOGNITION

- 1:1 The Board of Education recognizes the International Union of Painters and Allied Trades, AFL-CIO, Public Employees Division as the majority representative and exclusive bargaining agent for all Field Maintenance, Warehouse Persons, and Food Service Truck Drivers/Helpers but excluding all other employees.
- 1:2 The Food Service Truck Driver/Helpers are required to report to and perform services in the Warehouse or Field Maintenance Department when their services are not required in the Food Services Department.
- 1:3 Employees of the Warehouse or Field Maintenance are required to perform the service of Truck Driver/Helper in the Food Service Department when a regular Truck Driver/Helper is absent from work.

ARTICLE 2
SALARY SCHEDULES

The following salary schedule shall be adopted for all Field Maintenance, Warehouse Persons, and Truck Driver/Helpers and Leadperson:

- 2:1 Employees hired by the first week in January of every year will advance one step on the salary guide in July of the same year. Employees hired after the first week in January will advance one step the following July. For example an employee hired January 2, 2008 will advance on the step guide July 1, 2008. Employees hired January 7, 2008 will advance on the step guide on July 1, 2009.
- 2:2 Employees hired after January 1, 1997 will be placed upon Salary Guide A. The remaining employees will be placed upon Salary Guide B. When all the employees retire from Salary Guide B this guide will no longer remain.
- 2:3 The Inventory Control Process Technician, the Inventory Control Technician and the Heavy Equipment Operator/Warehouseman will not be on a Salary Guide.
- 2:4 Article 14 (Longevity) will be eliminated from the contract with the approval of Guides A and B and the Individual Titles in the appendix of the contract.
- 2:5 The salaries of all employees covered by this Agreement shall be paid in twenty-four (24) equal installments at the rate of two installments per month on the 15th and 30th or last day of each month. If either the 15th or 30th or last day of the month fall on a weekend, holiday, or other day when school is closed, then payment shall be made on the work day immediately prior to that day.
- 2:6 One lead-person may be selected on a daily basis and will earn \$2 more per hour to assume those responsibilities. Employees will not earn a lead-person stipend if they are not working. The Manager of Plant, Engineering and Operations or his designee, at his discretion, will choose the lead-person.

ARTICLE 3**INSURANCE PROTECTION**

- 3:1 The Board of Education will provide health care coverage at the coverage levels of benefits that existed as of July 1, 1996. The employee may choose either the individual, parent and child, husband and wife, or family plan.
- 3:2 The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Union. The retirees shall be responsible for all premium costs involved.
- 3:3 The Board shall give written notification at the time of hiring to all employees new to the District that the responsibility for insurance coverage during the interim period rests with the employee.
- 3:4 All new employees and other employees requesting same shall be given a description of the health-care insurance coverage provided under this Article; contingent upon the availability of such documents from the carrier.
- 3:5 The Board agrees to provide, at no cost to the employee, chest x-rays required of the employee to maintain his/her employment, provided such said employee avails himself/herself of the program provided by the Board.
- 3:6 Effective July 1, 2007, the Board of Education shall provide full coverage for a prescription plan with a Fifteen Dollar (\$15.00) co-pay provision for name brand drugs and a Five Dollar (\$5.00) co-pay provision for generic drugs for either retail or mail order. The employee may choose either the individual, parent and child, husband and wife, or family plan, except for new hires as stipulated in Article 3:8.
- 3:7.1 The Board of Education shall pay the premium for 100% of the employee and eligible dependents' cost for a dental program in accordance with the provisions of the Board group plan (100% P&D, 60-40 Remaining Basic, 50-50 Prosthodontics, Orthodontics, etc. as outlined in the dental brochure.) The maximum annual benefit per employee and per eligible dependents shall be \$1,250 effective July 1, 2007.
- 3:7.2 Employees hired after July 1, 1991, shall not be eligible for the dental coverage plan until the completion of their third year of employment.

- 3:8 New hires will receive single only Patriot V or its equivalent medical insurance and single only prescription coverage for the first thirty-six (36) consecutive months of their employment. Upon completion of thirty-six (36) consecutive months of employment, such employees will be eligible for all levels of health care coverage. New hires will be permitted to purchase dependent coverage at their own cost.
- 3:9 If any employee waives health insurance, said employee shall receive a cash payment of One Thousand Dollars (\$1,000.00) for July 1 through June 30 of each year or prorated for any part thereof. If any employee waives prescription insurance, said employee shall receive a cash payment of Two Hundred Fifty Dollars (\$250.00) for July 1 through June 30 of each year or prorated for any part thereof. Employees that choose the cash option must re-apply each year. Proof of other coverage must be submitted with each request for the cash option. In addition, the Board shall put in place a Section 125 Plan (details included in the Section 125 Addendum). All waivers are subject to the provision of this Addendum.
- 3:10 Effective July 1, 2008, if an employee covered by this agreement waives health insurance and/or prescription insurance, said employee shall receive a cash payment equal to 35% of the premium for each coverage waived, subject to the following conditions:
- a. For the 35% of health insurance premium cash payment to take effect annually, the unit must achieve a minimum participation level of 5 members who agree to waive health insurance on July 1 of each year
 - b. For the 35% of prescription insurance premium cash payment to take effect annually, the unit must achieve a minimum participation level of 5 members who agree to waive prescription insurance on July 1 of each year.
 - c. Once established on July 1 of each year, the 35% of premium level shall remain in effect for the duration of the fiscal year, regardless of the number of participants.
 - c. The cash payment levels set forth in 3:9 above shall apply in the event the unit fails to achieve the minimum participation level of 5 members on July 1 of each year.
 - d. Payment shall be provided in a lump sum at the end of the fiscal year and will be prorated if an employee's benefits were reinstated at any time during the fiscal year.
 - e. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option.

ARTICLE 4**SICK LEAVE**

- 4:1 All twelve (12) month employees shall be entitled to twelve (12) sick days per year. However, all employees appointed for a shorter term shall only be entitled to one (1) sick day for each month of their appointment. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 4:2 Upon return from an absence in excess of three (3) consecutive days due to illness, the employee may be required to furnish a doctor's certificate. If any employee takes a sick day immediately preceding or following a weekend or holiday for more than 50% of one year's total sick leave allowance, then the employee shall be required to furnish a doctor's certificate. If an employee does not provide a doctor's certificate upon request by the Board, the employee will have deducted from their paycheck a day's pay for each sick day taken without having provided a doctor's note.
- 4:3 Any employee utilizing a sick day(s) on a day immediately prior to the beginning of a vacation or holiday period or immediately after a vacation or holiday period, may be required to obtain a doctor's note for the illness absence(s) if his/her attendance record exhibits a pattern of such absences.
- 4:4 Any employee retiring on or after July 1, 2007, with 20 or more years of service in the Hamilton Township School District, upon retirement in accordance with the PERS regulations shall receive sixty dollars (\$60.00) per day for one (1) out of every three (3) unused accumulated sick days that were earned in Hamilton Township with the following caps:
- 1 through 199 sick days a maximum of \$3,600.00
 - 200+ sick days a maximum of \$4,800.00

Requests for payment from retiring employees must be made on the proper form by November 1 of their last year of employment in order to ensure entitlement.

ARTICLE 5
TEMPORARY LEAVES OF ABSENCE

5:1 PERSONAL LEAVE:

- 5:1.1 Employees hired before July 1, 1991, shall be entitled to three (3) personal leave days with full pay each school year. Employees hired after July 1, 1991, shall earn one (1) personal day per year for each year of employment until completion of the third year when the maximum of three (3) shall be earned.
- 5:1.2 All employees appointed for a shorter term shall only be entitled to one (1) personal leave day prorated, not to exceed one day per year.
- 5:1.3 Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.

5:2 DEATH IN IMMEDIATE FAMILY:

- 5:2.1 Death includes immediate in-laws. Immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, and those related by blood or marriage permanently residing within the household of the employee. Payroll provisions: five (5) consecutive week days, full pay in any school year to be taken immediately following the death.
- 5:2.2 Death of grandparents. Payroll provisions: three (3) consecutive week days, full pay in any school year to be taken immediately following the death.

5:3 ABSENCES NOT COVERED BY REGULATIONS:

- 5:3.1 Payroll provisions: full pay deduction - prior (one [1] week) approval of the Superintendent of Schools required for all contractual employees.
- 5:4 NOTE: Any emergency or other urgent reason beyond the provisions of the above temporary leaves of absence would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. (A court summons, necessitating a staff member to be in court through no fault of his/her own, would be an example of an extra day beyond the three (3) which may be approved for full pay or full pay less the cost of a substitute.)

5:5 FAMILY ILLNESS:

- 5:5.1 Each employee shall be permitted to take one (1) day per year at full pay to attend a member of the immediate family who is ill. Any family illness day not utilized during any year shall not accumulate to the next year.
- 5:6 After an employee has exhausted his/her accumulated full pay sick days, full pay personal days, and any additional granted partial pay days for illness or personal reasons he/she will then be charged with accrued vacation days for all subsequent absences before being placed in a no-pay "Y" absence status.

ARTICLE 6**VACATION**

6:1 All employees shall receive the following vacation benefits for years of service completed:

Less than one (1) year	-1 working day per month, up to 10 days
1 year to 7 years	-10 working days
8 years to 15 years	-15 working days
16 years to 20 years	-20 working days
21 + years	-25 working days

Vacation eligibility is computed as of June 30.

However, any employee who received the full ten (10) days vacation allowance for his/her first year of employment will be given credit for that year when computing vacation eligibility. Any employee hired on or prior to the 16th of a month will be credited with one (1) day of earned vacation for the month.

6:1.1 Vacation by any employee shall be limited to a maximum of five continuous days between the period from the last day of classes in June to one week before the opening of school each year. No employee shall be permitted to take vacation during the last week of school in June or the last week in August, except for emergency reasons, which shall be supported with documentation that is satisfactory to the Manager of Plant, Engineering and Operations or his designee. All vacation requests shall be submitted for approval to the Manager of Plant, Engineering and Operations or his designee by using the proper vacation form, at least 2 weeks in advance of the day(s) requested for vacation. The Leadperson/Supervisor shall also initial the vacation form prior to final approval by the Manager of Plant, Engineering and Operations or his designee. All vacation time shall be called into the Subfinder system by the employee when the vacation time is approved by the Manager of Plant, Engineering and Operations or his designee.

6:2 Vacation requests of one day may be submitted 24 hours in advance for approval.

6:3 Upon application to and written approval by the Superintendent a maximum of nine (9) unused vacation days may be carried over to the subsequent school year. It is acknowledged by both the Board and the Association that exceptional circumstances may arise which may require that an employee forego his or her scheduled vacation and carry it over to the subsequent school year. It is further acknowledged that the needs of the District must be considered whenever such a request is made to the Superintendent.

ARTICLE 7**HOLIDAYS**

7:1 The Holiday schedule for Field Maintenance, Warehouse Persons, and Truck Driver/Helpers shall be per schedule adopted by the Board of Education but not less than 18 days.

ARTICLE 8**OVERTIME, CALL-IN TIME, WORK WEEK**

- 8:1. The work week shall consist of five consecutive days from Monday until Friday. The workday shall be eight (8) hours a day from 7:30 am to 4:00 pm, with one-half hour unpaid lunch. All employees shall sign in at 7:30 am and report to their respective areas for assignment and be ready for deployment by no later than 7:45 am. There shall be one fifteen minute break from employment during the first four hours of employment and one during the second four hours of employment. Breaks may not be taken consecutively nor contiguously with lunch during any day. The total break and lunch time includes traveling to purchase food and drinks and shall not exceed fifteen minutes for breaks and thirty minutes for lunch. Lunches and breaks shall be taken at the work site where the scheduled daily work is being performed and employees shall be permitted to use the building facilities at the work site upon notice to the building principal or his/her designee. Staff is not to return to the Facilities Office for lunches or breaks unless deployed at Klockner or Greenwood Elementary Schools or Nottingham High School or except for exceptional reasons such as using equipment on site, picking up materials, drawings etc. Employees may not eat or drink in any shop area in the Facilities Office. The conference/lunch room is designated as the only room for lunches.
- a. Summer Hours – Summer working hours will take effect after the last teacher day (normally occurring in June) and end on the day before the first teacher day of the next school year and shall consist of one shift from 7:00 a.m. to 3:30 p.m.
 - b. There shall be a second shift from 11:30 a.m. to 8:00 p.m. with a one-half hour for lunch unpaid. Employees shall be assigned to the second shift only if they volunteer for such assignment. Each person working the second shift shall receive as additional compensation a shift differential of 7.50% of their respective daily rate. No foreman shall be assigned or designated to any second shift.
- 8:2 All employees shall be entitled to one and a half times the hourly rate for all work in excess of forty hours.
- 8:3 Holiday and sick time will be counted as a day worked.
- 8:4 Employees that are called in to work contiguous with their work shift (beginning or end) will be paid only for the hours they work. If employees are called in on the weekends, holidays or hours that are not contiguous with their work shift they will be guaranteed three hours of pay.
- 8:5.1 Overtime shall first be distributed equally from a rotating list of employees unless a certain employee has been satisfactorily performing in the capacity.
- 8:5.2 The next employee in seniority will be asked to work.
- 8:5.3 Roster of seniority will be posted at all times.
- 8:5.4 An employee refusing overtime shall be placed on the bottom of the roster listing.
- 8:6 In the event that the Board requires snow removal by the employees and there is no time available to stop for a meal, the Board shall provide the employee with a meal voucher which will provide for one meal during snow removal situations if the work day exceeds eight hours. The time taken for this meal will be unpaid and shall not exceed one hour.

- 8:7 In an emergency situation as determined by the Superintendent or his/her designee, all employees will be deployed regardless of employment category as needed. Examples of emergencies are extreme weather conditions such as snow and flooding, roof damage, wind, fire, and severe damage to buildings, vandalism, or other major mechanical failure. All employees shall report to work during all emergency situations unless otherwise directed by the Manager of Plant, Engineering and Operations or his designee.
- 8:8 The District, in its sole discretion, may employ the services of volunteers, whether students or otherwise. The District shall not use volunteers to remove or reduce the existing workload of any employees who are members of this bargaining unit.

ARTICLE 9

CLOTHING ALLOWANCE

- 9:1 The Board of Education shall allow employees the following toward the purchase of all work clothing.
- 9:1.1 The Board of Education will pay Three Hundred Fifty Dollars (\$350.00) per year for each employee towards the purchase of safety work shoes and/or foul weather gear, provided proof of purchase is given to his/her immediate supervisor. Safety shoes shall conform to the ANSI Z41 standard for protective toe caps of either steel or non-metallic materials; proof must be submitted for reimbursement within 60 days of purchase or the employee shall receive no reimbursement. Employees shall wear the proper foot protection during working hours. Reimbursement shall be made in one payment within 60 days of when proof of purchase is provided.
- 9:1.2 The Board of Education will supply three (3) uniforms upon completion of the probationary period and (3) additional uniforms or a combination thereof (6 pieces) each year thereafter.
- 9:1.3 All employees shall be required to wear uniforms with identifying District patch/insignia and name identification badge provided by the Board.

ARTICLE 10

APPOINTMENT NOTICE

- 10:1 Appointment notices for all employees shall be issued on or before June 30 for the following school year.

ARTICLE 11**GRIEVANCE PROCEDURES****11:1 DEFINITION**

11:1.1 A grievance is a claim based upon the interpretation, application or violation of the specific sections of this Agreement.

11:1.2 An aggrieved person is the person or persons making the claim.

11:2 PURPOSE

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

11:3 PROCEDURE

11:3.1 Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

11:3.2 Level One: An employee with a grievance shall first discuss it with his/her immediate Supervisor within seven calendar days of its occurrence, either directly or through a chosen representative, with the objective of resolving the matter informally.

11:3.3 Level Two: If the matter is not resolved at Level One to the satisfaction of the aggrieved employee, he/she shall set forth his/her problem in writing to his/her immediate Supervisor, within fourteen calendar days of the occurrence. His/her immediate Supervisor shall communicate his decision to the aggrieved employee in writing within seven calendar days of the receipt of the written complaint.

11:3.4 Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no disposition has been rendered within seven calendar days after presentation of the written grievance, he/she may appeal the grievance in writing within seven calendar days of receipt of the decision at the prior level to the Manager of Plant, Engineering and Operations or his designee who shall render a decision in writing within seven calendar days.

11:3.5 Level Four: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no disposition has been rendered within seven calendar days after presentation of the written grievance, he/she may appeal the grievance in writing within seven calendar days of receipt of the decision at the prior level to the Superintendent or his designee, who shall render a decision in writing within seven calendar days.

- 11:3.6 Level Five: If the grievance cannot be resolved at Level Four, it shall be presented to the Board of Education in writing within seven calendar days of receipt of the decision at the prior level. The Board of Education will then attempt to resolve the grievance within a period not to exceed twenty-one calendar days and the Board of Education will communicate its decision in writing to the employee and his/her immediate Supervisor within the twenty-one calendar days.
- 11:3.7 Level Six: If the grievance cannot be resolved by the Board of Education at Level Five, he/she may within seven calendar days submit his/her grievance in writing to the State Board of Education or take other legal means. He/she shall have the right to present his/her own appeal or to designate another person of his/her choosing to appear with him/her or for him/her.

ARTICLE 12

MANAGEMENT FUNCTIONS

- 12:1 Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the school district.
- 12:2 All Board of Education vehicles are assigned to an employee who is responsible to report any unsafe condition immediately. All employees shall possess a valid driver's license. Should an employee not have a driver's license for any reason including, but not limited to, suspension or revocation, for six continuous months or for six months in the aggregate during any twelve month period, the employee may, in the sole discretion of the Board, be subject to immediate suspension without pay until his/her license is reinstated. All assigned drivers shall ensure that the current registration and insurance data is kept in the vehicle at all times. If they are found missing, it must be reported immediately. Employees will drive in a safe manner and take appropriate steps to ensure the safety of Board staff, students and the public. Disciplinary action may be taken against any employee who is convicted of a reckless driving violation which occurred while operating a Board of Education vehicle. All drivers are personally responsible for payment of any tickets for parking or moving violations. All vehicle accidents known to the employee whether major or minor shall be reported within twenty-four hours to the Manager of Plant, Engineering and Operations or his designee.
- 12:3 A radio is assigned to each employee and shall be used for District purposes only to enhance the safety and efficiency of the department. The use of the radios is governed by FCC guidelines and regulations and shall be used in a professional matter. Abuse of the radio will result in disciplinary action against the employee and an employee will be responsible for payment of the costs for any repairs or replacement unless the abuse is not the fault of the employee.

ARTICLE 13

EMPLOYEE DEDUCTIONS

- 13:1 The Field Maintenance, Warehouse Persons and Truck Driver/Helpers covered under this Agreement will be expected to pay the following dues and assessments to be deducted from the employee's salary by the Paymaster of the employer:
- Monthly Union Dues \$22.00 per month.
 - Working assessment effective March 1, 2005- ½% (one-half percent) of gross earnings.
 - Effective December 20, 2007 decrease to ½ % (one-half percent) of gross earnings.
 - This payment must be received by the Union before the 10th of the following month.
- 13:2 State Wide District Council #711 agrees to save the Board harmless from any claims raised against it as a result of its obligations arising under the provisions of this Article.
- 13:3 An employee may elect to have either a fixed percentage or dollar amount of his/her salary deducted from his/her check for deposit in the Mercer County N.J. Teachers' Federal Credit Union. Said percentage or dollar amount of deduction shall remain in effect for the entire fiscal year.
- 13:4 The Union shall indemnify and save harmless the Hamilton Township Board of Education for any losses which may arise from the deductions and deposits as per Article 13:3 above which do not arise from the Board's own negligence.
- 13:5 Employees may individually elect to have an amount of their salary deducted from their pay to be deposited into one of the mutually agreed upon tax-sheltered annuity plans.
- 13:6 Effective upon the execution of this Agreement by both parties, employees covered by this bargaining unit may elect to have their annual salary deposited directly to a bank of the employee's choice provided that the selected bank permits direct wire transfer of funds.
- 13.7 The Employee shall have deducted from his salary the sum of \$200 annually for the 2007-2008 school year, \$350 annually for the 2008-2009 school year, and \$400 annually for the 2009-2010 school year, which shall be for payment to the Board for the cost of all benefits provided to the Employee pursuant to this Agreement. The Employee relinquishes any and all rights or claims that they may now have or hereafter acquire against the Board arising from this co-pay provision for benefits within the agreement, whether before PERC, the Commissioner of Education, or any other court of competent jurisdiction.

ARTICLE 14**STIPENDS**

- 14:1 Effective July 1, 2007, up to six (6) employees may acquire a pesticide license at Board expense and earn \$1,000 per year for July 1 through June 30 of each year or prorated for any part thereof. Payment shall be made over 24 pay periods.
- 14:2 If the Board has a vehicle which requires a CDL license and an employee volunteers to obtain a CDL license, the Board will pay the cost for an employee for one application only to obtain a CDL license. The Board will also pay the renewal fee for the employee's CDL license as long as the Board needs a CDL driver.

ARTICLE 15**PERSONNEL RECORDS**

- 15:1 Employees shall have the option to review their personnel file at a mutually agreeable time. The employee may request the removal of any non-mandatory record/correspondence which is no less than five (5) years old. The Superintendent of Schools shall review the request and inform the employee of his decision in writing.

ARTICLE 16**SHOP STEWARD**

- 16:1 The union may appoint one shop steward from among the bargaining unit employees and will notify the Board of Education in writing of the employee selected. The activities of the shop steward shall not be conducted during work hours. An employee may request that a shop steward be present at any meeting where the employee is the subject of a disciplinary investigation.

Dec. 13. 2007 7:46AM

No. 8546 P. 2


ARTICLE 17

TERM OF CONTRACT

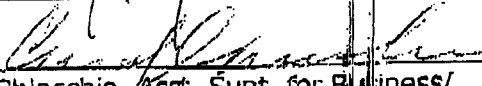
17:1 This Agreement shall be effective as of ~~July 1, 2007~~ and shall continue in effect until June 30, 2010, subject to the Council's right to renegotiate a successor Agreement for all employees in the unit, with negotiations commencing in accordance with the rules and regulations of the Public Employment Relations Commission.

17:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective delegates on this day and year first above written.

HAMILTON TOWNSHIP BOARD OF
EDUCATION

By: 
Eric Hamilton, President

Date: 1/17/08

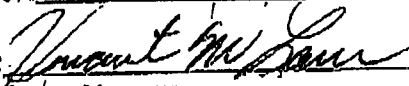
By: 
Carol Chiacchio, Asst. Supt. for Business/
Board Secretary

Date: 1/4/08

INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES,
AFL-CIO PUBLIC EMPLOYEES
DIVISION, DISTRICT COUNCIL
#71.1, STATE OF NEW JERSEY

By: 
Business Representative

Date: 12/13/07

By: 
Business Manager

Date: 12-13-07

SECTION 125 ADDENDUM

1. In-Writing Requirement

A Section 125 Plan must have a separate written plan document (an internal document that the employer maintains). This plan shall be available to employees.

The following information must be included:

- a.) Specific description of the benefits available (as per Article 3:9).
- b.) The procedures governing participants' elections under the law. This election shall allow employees to choose between non-taxable health care coverage and taxable cash at the beginning of each plan year (July 1). This option will be limited only to payments made by the Board on behalf of its employees for health and prescription benefits. This plan shall not include a flexible spending option.
- c.) Procedures whereby employees will continue current coverage unless they specifically request the cash option in writing with submission of proof of other coverage, prior to the beginning of each plan year (July 1 for a full year (July 1-June 30)).
- d.) Procedures by which coverage, without consideration of pre-existing conditions, will be restored within 30 days of the restoration request. Coverage will be restored only upon proof of loss of coverage. It is the employees' responsibility to notify the Board in writing if benefits are lost for any reason.
- e.) Procedures for the payment of the \$1,000.00 and the \$250.00 cash options. Reimbursements will be provided at the end of the fiscal year in June and will be prorated if benefits were reinstated at any time during the fiscal year.

2. Disclosure to Employees

- a.) The elements of the Section 125 written plan document must be disclosed to employees. Disclosure may be in a booklet, or other suitable form, distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements of ERISA.
- b.) Under ERISA (and as a matter of common sense) information provided to participants should be "written in a manner calculated to be understood by the average plan participant..."
- c.) Description of benefits and procedures as outlined above to be followed requesting revocation of the cash option choice in the event of loss of coverage.

3. Administrative Information

This information should include data such as:

- a.) Name of the plan
- b.) Name and address of employer or a representative
- c.) Employer Identification Number
- d.) Type of plan
- e.) Start and end of the plan year
- f.) Type of administration

4. Eligibility and Benefits Information

The following are the minimum requirements for eligibility and benefits information:

- a.) Description of benefits available under the plan
- b.) Requirements for participation and benefits

5. Loss of Benefits Information

- a.) Employees must choose the cash option prior to each plan year. July 1 for a full year (July 1-June 30).
- b.) Proof of other coverage must be submitted with each request for the cash option. Proof of loss of coverage must be provided before benefits can be restored prior to an open enrollment period.

6. Reporting Requirements

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form.