

**ARTICLES, STATEMENTS, AND
SALARY SCHEDULES AGREED TO FOR
*July 1, 2015 to June 30, 2018***

Between the

HAMILTON TOWNSHIP DISTRICT DIRECTORS' ASSOCIATION

AND THE

HAMILTON TOWNSHIP BOARD OF EDUCATION

Adopted by the

Hamilton Township Board of Education

Date: _____

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1 **ARTICLE I PHILOSOPHY**

2
3 **Section 1.01 Professional Recognition**

- 4
5 a) The Hamilton Township Board of Education recognizes that the Hamilton
6 Township District Directors' Association (HTDDA) is part of a profession
7 which requires extensive experience and educational qualifications. Further,
8 that the success of the district's comprehensive educational program depends
9 upon the successful management and supervision of its staff and
10 administrative teams, compliance with its policies and adherence to district
11 regulations.

12
13 **Section 1.02 Support of the Board of Education**

- 14
15 a) The Hamilton Township District Directors' Association staff will work
16 professionally and harmoniously with the district staff under its supervision to
17 further the cause of good education in this district while upholding Board
18 policies. The HTDDA staff will lend its professional knowledge to the Board in
19 assisting in the development of Board policy; and will furthermore support the
20 final Board policies and act as its representative.

21
22 **Section 1.02 Management Team Concept**

- 23
24 a) The Board of Education and the Hamilton Township District Directors'
25 Association recognize that the Hamilton Township School District can
26 become more efficient in the administration of its schools through joint
27 participation of all members of the management team, thereby bringing the
28 best education to the children of Hamilton Township.

29
30 **Section 1.04 Major Decisions**

- 31
32 a) The Board recognizes that the Hamilton Township District Directors'
33 Association is part of the management team working with the Superintendent,
34 Assistant Superintendent, and Members of the Board of Education. As such,
35 the Hamilton Township District Directors' Association will be consulted and
36 have input on decisions affecting the administration of the schools.

37
38 **Section 1.05 Meetings**

- 39
40 a) In keeping with the spirit of "Team Management" and the need to maintain
41 communication, the Board of Education, the Superintendent or a committee
42 thereof will meet with the Association's Executive Board periodically as
43 requested by either party. The Board and the Association heartily endorse the
44 development of a management "Communication Committee" as a vehicle by
45 which a common understanding can be facilitated. An attempt shall be made
46 first to resolve concerns through normal administrative channels.

1
2
3 **ARTICLE II RECOGNITION**

4 **Section 2.01** In accordance with Chapter 303, Public Laws of 1968, the Board
5 hereby recognizes the Association as the exclusive and sole representative for the
6 collective negotiations concerning the terms and conditions of employment for all
7 personnel with unit titles of Director of Elementary Education, Director of Human
8 Resources, Director of Student Services and Programs, and Director of Secondary
9 Education.

10 **Section 2.02** Unless otherwise indicated the term “Director”, when used hereinafter
11 in the Agreement, shall refer to all employees represented by the Association in the
12 negotiating unit as defined above.

13
14 **Section 2.03** In recognizing the Association as the exclusive representative of the
15 listed district Director’s positions, it follows that the Board grants the Association
16 similar rights granted to other employee groups, the access to public information,
17 use of buildings and school equipment after school hours when they are not being
18 utilized for the school program.

19
20
21 **ARTICLE III NEGOTIATION OF SUCCESSOR AGREEMENT**

22
23
24 **Section 3.01** The parties agree to enter into collective negotiations in accordance
25 with N.J.S.A.34:13A-5.3, in a good-faith effort to reach agreement concerning the
26 terms and conditions of employment. Negotiations shall begin no later than
27 November 1 of the calendar year preceding the calendar year in which this
28 Agreement expires. Any Agreement so negotiated shall apply to all Directors, be
29 reduced to writing, and shall be signed by the Board and the Hamilton Township
30 District Directors’ Association upon adoption by the Board and the Hamilton
31 Township District Directors’ Association.

32
33 **Section 3.02** This Agreement shall not be modified in whole or in part by the parties
34 except by an instrument in writing duly executed by both parties.

35
36 **Section 3.03** This Agreement incorporates the entire understanding of the parties on
37 all matters which were or could have been the subject of negotiations. During the
38 term of this Agreement, neither party shall be required to negotiate with respect to
39 any such matter whether or not covered by this Agreement and whether or not within
40 the knowledge or contemplation of either or both of the parties at the times they
41 negotiated or executed this Agreement.

1 **ARTICLE IV GRIEVANCE PROCEDURE**

2
3 **Section 4.01** Definition

4
5 The term “grievance” is a claim by an employed Director that he/she has suffered
6 a loss or injury as a result of misinterpretation, misapplication, or violation of this
7 Agreement.
8

9 **Section 4.02** Procedure

10
11 a) Filing a Grievance

- 12
13 (i) A grievance may be filed by a grievant, (an individual Director, a group of
14 Directors, or by the Association).
15
16 (ii) A grievance to be considered under this procedure must be initiated by the
17 aggrieved within twenty (20) days of its occurrence when the Director
18 knew or should have known of the event.
19

20 b) Failure to Communicate a Decision

- 21
22 (i) Failure at any step to communicate the decision on a grievance within the
23 specified time limitation shall permit the aggrieved to proceed to the next
24 step.
25
26 (ii) Failure at any step of the procedure to appeal a grievance in writing to the
27 next step within the specified time limits shall be deemed to constitute an
28 acceptance of such response.
29

30 **Section 4.03** Grievance Levels

31
32 a) Informal

- 33
34 (i) An individual Director who has a grievance shall discuss it first with the
35 immediate supervisor. If the immediate supervisor is unavailable, the
36 grievance shall be discussed with the Superintendent. The grievant shall
37 present the source of the grievance in an attempt to resolve the matter
38 informally. In the event the matter is not resolved at the informal level, the
39 following procedures shall become applicable.
40

41 b) Level One • Superintendent of Schools

- 42
43 (i) If the problem is not resolved to the satisfaction of the grievant at the
44 informal level, the grievant, no later than ten (10) work days after the
45 conclusion of informal discussion, shall submit the grievance in writing to
46 the Superintendent. The written grievance to the Superintendent must
47 state the matter previously discussed with the immediate supervisor or

1 Superintendent and the dissatisfaction with the informal decision. The
2 Superintendent shall, within forty-five (45) work days of receipt of the
3 written grievance, communicate a decision in writing to the grievant.
4

5 c) Level Two • Board of Education
6

- 7 (i) If the grievance is not resolved to the satisfaction of the grievant, the
8 grievant, no later than fifteen (15) work days after the receipt of the Level
9 One decision, may request a review by the Board of Education. The
10 request shall be submitted in writing through the Board Secretary, who
11 shall attach all related papers and forward the request to the Board of
12 Education. The Board or a Committee thereof, shall review the grievance
13 and hold a hearing with the grievant and shall communicate its decision on
14 the grievance within sixty (60) work days of receipt of the Level Two
15 grievance.
16

17 d) Level Three • Arbitration
18

- 19 (i) If the decision of the Board does not resolve the grievance to the
20 satisfaction of the grievant, notice of intention to proceed to advisory
21 arbitration shall be given to the Board through the Superintendent within
22 fifteen (15) work days after the receipt of the decision which is being
23 appealed, and the Association's Demand for Advisory Arbitration must be
24 filed within thirty (30) work days of service of the notice of intention.
25 Where, however, an individual grievant elects to proceed without the
26 Association's concurrence, the costs shall not be borne or shared by the
27 Association or the Board. The number of issues submitted to advisory
28 arbitration will be limited to no more than four per year (July 1 to June 30).
29
- 30 (ii) The grievance, if not resolved by timely resort to the foregoing procedure
31 shall be subject to arbitration initiated and conducted under the rules of
32 the Public Employment Relations Commission. The arbitrator shall be
33 limited to the issues submitted and shall consider nothing else. The
34 arbitrator can add nothing to, nor subtract anything from, the Agreement
35 between the parties. The results of such advisory arbitration shall not be
36 binding on the parties. Only the Board, the grievant, and the Association
37 shall be given copies of the arbitrator's opinion and award.
38

39 **Section 4.04 Right to Representation**
40

41 Rights of administrators to representation shall be as follows:
42

43 a) Rights of administrators to representation shall be as follows:
44

- 45 (i) Any grievant may be represented at all stages of the grievance procedure
46 by himself, or, at his option, by a representative(s) and/or an attorney
47 selected and approved by the Association.

- 1
2 (ii) When a grievant is not represented by the Association in the processing of
3 a grievance, the Association shall, at the time of submission of the
4 grievance to the Superintendent or at any later level, be notified in writing
5 that the grievance is in process, and have the right to be present and
6 present its position in writing to all hearing sessions held concerning the
7 grievance, and shall receive a copy of all decisions rendered.
8
9 (iii) The Board and the Association shall assure the individual freedom from
10 restraint, interference, coercion, discrimination, or reprisal in presenting
11 his appeal with respect to his personal grievances.
12

13 **Section 4.05 Separate Grievance File**

- 14
15 a) All documents, communications and records dealing with the processing of a
16 grievance shall be filed in a separate grievance file and shall not be kept in
17 the personnel file of any of the participants.
18

19 **Section 4.06 Meetings and Hearings**

- 20
21 a) No meeting or hearing conducted under this procedure shall be public. The
22 only parties in attendance shall be the parties in interest and the designated
23 or selected representatives contemplated in this article. When meetings are
24 conducted under this procedure, the grievant and the Association president
25 shall be excused from work.
26

27 **Section 4.07 Costs**

- 28
29 a) Each party will bear the total cost incurred by them. The fees and expenses of
30 the arbitrator are the only costs which will be shared by the two parties and
31 such costs will be shared equally.
32
33 b) Time lost by any grievant and/or his representative(s) due to arbitration
34 proceedings shall not be charged to personal time nor shall there be any loss
35 in pay.
36

37 **Section 4.08 General Guidelines**

- 38
39 a) All appeals taken past the immediate superior of the aggrieved party must be
40 stated in writing.
41
42 b) All time limits stated within this procedure must be strictly adhered to unless
43 an extension is mutually agreed upon in writing by both parties.
44
45 c) The aggrieved party and his/her representatives shall have the right to be
46 present at all hearings conducted at every step following the informal step of
47 the grievance procedure.

- 1
2 d) There will be no suspension of a grievance procedure when schools are not
3 in session except by mutual consent of the parties.
4
5 e) The aggrieved shall have the right to present the appeal or designate the
6 Association to accompany him/her at any step in the appeal.
7
8 f) All documents, communications, and records dealing with the processing of a
9 grievance shall be filed in a separate file and shall not be kept in the personal
10 file or any of the participants. However, an accidental filing will be removed
11 immediately and no grievance will be initiated.
12

13 **ARTICLE V BENEFITS**

14 **Section 5.01 Medical Benefits**

- 15
16
17 a) The Board of Education will provide health care coverage at the level of
18 benefits that existed as of July 1, 1997. An employee may choose the
19 individual, parent and child, husband and wife, or family plan. Domestic
20 Partners certified and approved with the State of New Jersey prior to
21 February 19, 2007, will be entitled to Health Benefit coverage. All other
22 employees must be certified with the State of New Jersey as a Civil Union in
23 order to be eligible for Health Benefit Coverage. The Director will be
24 responsible, through equal pay period payroll deductions, to pay the annual
25 amount for medical benefits, in accordance with law and regulation, toward
26 the cost of all medical benefits.
27
28 b) The annual amounts shall be taken from the employee's pre-tax salary after
29 the employee has returned the appropriate release form to the Human
30 Resources office.
31
32 c) Any Director who retires shall be allowed to remain as part of the group plans
33 provided by the Hamilton Township Board of Education. The Director shall be
34 responsible for payment of the group rate.
35

36 **Section 5.02 Dental Plan**

- 37
38 a) The maximum annual benefit per employee and per eligible dependents shall
39 be \$1,250 per calendar year.
40
41 b) Each covered person is eligible for the Carryover Max benefit if less than half
42 of the standard annual maximum is used in the prior benefit year. One quarter
43 of the unused portion of the prior year's standard annual maximum will be
44 added to future year's standard annual maximum. The maximum annual carry
45 over amount is \$500. The accumulated maximum can never exceed the
46 standard annual maximum amount.
47

- 1 c) The Board of Education shall pay the premium or 100% of the employees and
2 dependents (three-party plan) cost for a dental program in accordance with
3 the provisions of the district policy. 100% P&D, 60-40 Remaining Basic, 50-50
4 Prosthodontics, 50-50 Orthodontics as per Board group plan.
5
6 d) Dependents are defined to be the employee's spouse (unless legally
7 separated) and unmarried children to age 23 who live in a normal parent-child
8 relationship. Domestic Partners certified and approved with the State of New
9 Jersey prior to February 19, 2007, will be entitled to the Board provided dental
10 plan. All other employees must be certified with the State of New Jersey as a
11 Civil Union in order to be eligible for the Board provided dental plan.
12 Coverage for a child ends on the last day of the benefit month in which the
13 child marries or the last day of the calendar year in which the child attains age
14 23, whichever comes first. An unmarried dependent child over the limiting age
15 may continue to be covered if incapable of self-support because of a physical
16 or mental handicap commencing prior to reaching the limiting age, provided a
17 physician's certificate is submitted to the provider of dental services.
18

19 **Section 5.03 Sick Leave**
20

- 21 a) All Directors shall be entitled to twelve (12) sick leave days each school year.
22
23 b) Any Director appointed from outside the district for a shorter term shall only
24 be entitled to one (1) sick day for each month of his/her first year
25 appointment.
26
27 c) Unused sick days shall be accumulated from year to year with no maximum
28 limit.
29
30 d) Sick Leave Accumulation
31
32 (i) Any Director hired on or after July 1, 2009, who has an unused
33 accumulation of sick leave days from another school district in New
34 Jersey, shall be granted credit for one-half of the accumulated number of
35 days from the last district, with a maximum of 85 days. Any Director
36 requesting such days shall present a certificate stating such employee's
37 unused accumulation of sick leave days as of the date of such termination.
38 Such certificate shall be filed within one year of the date of such
39 employment. Accumulated or carry over days shall be used in the order of
40 accumulation.
41
42 (ii) Sick leave granted to employees hired after July 1, 2009, under the
43 provisions outlined in Section 5.03 (d), (i) above shall not be eligible for
44 reimbursement upon retirement.
45
46
47

1 **Section 5.04** Temporary Leaves of Absence
2

3 a) Personal Reasons
4

5 (i) Directors shall be entitled to three (3) personal days in any school year
6 (with full pay). Any personal days not utilized during any school year shall
7 accumulate to the employee's unused sick leave. Any Director appointed
8 for a shorter term shall only be entitled to one (1) personal leave day for
9 every 4 months.

10
11 (ii) One (1) Family Illness day per year shall be granted. Unused Family
12 Illness days may accumulate up to a maximum of three (3) days.
13

14 b) Death In Immediate Family
15

16 (i) Death in immediate family including immediate in-laws, (immediate family
17 shall be interpreted to mean father, mother, husband, wife, brother, sister,
18 child, grandfather, grandmother, Domestic Partner certified and approved
19 with the State of New Jersey prior to February 19, 2007, Civil Union
20 certified with the State of New Jersey and those related by blood or
21 marriage permanently residing in the household of the employee. Leave
22 shall be granted without loss of pay for up to five (5) consecutive days per
23 occurrence.
24

25 c) Absences Not Covered
26

27 (i) Absences not covered by regulations will result in full pay deduction. One
28 week prior approval of the Superintendent of schools is required for all
29 contractual employees.
30

31 (ii) Any emergency or other urgent reason beyond the provisions of the above
32 Personal Leave Policy would necessitate the approval of the
33 Superintendent of Schools and the Board of Education before additional
34 days could be granted. A court summons, necessitating a staff member to
35 be in court through no fault of his/her own, would be an example of an
36 extra day beyond the three (3) which may be approved for full pay.
37

38 **Section 5.05** Leave of Absence
39

40 a) A Director may take a leave of absence for a one-year period without pay. All
41 such requests must be made sixty (60) days before the leave is to take effect
42 and must be approved by the Superintendent and the Board of Education.
43

44 b) Note: The time limits could be waived in emergency cases.
45
46
47

1
2 **Section 5.06** Holidays / Vacation Days
3

- 4 a) All employees covered by this agreement will be granted eighteen (18)
5 regular scheduled holidays.
6
7 b) All employees covered by this agreement shall be entitled to the listed
8 number of vacation days annually.

9
10 2015-2018 25 days
11

- 12 c) A Director shall be entitled to accumulate not more than a total of thirty-four
13 (34) unused vacation days from previous years.
14
15 d) The Superintendent, upon receipt of a written request, may grant in writing
16 the accumulation of additional vacation days in excess of thirty-four (34) days
17 up to seven additional days. A Director will lose said carry over days after the
18 conclusion of the following fiscal year.
19
20 e) Employees may sell back up to five vacation days annually at the per diem
21 rate of 1/260. Notice of intent to sell back shall be provided by June 1 with
22 payment to be issued before August 1.
23

24 **Section 5.07** Dues
25

- 26 a) The Board of Education shall pay the annual membership dues of
27 professional associations for each Director not to exceed \$1,000.
28
29 b) Directors may submit non-union professional association dues to the Board of
30 Education for consideration.
31

32 **Section 5.08** Transportation Allowance
33

- 34 a) Directors shall be reimbursed in accordance with the requirements of N.J.S.A.
35 18A:11-12 and the regulations promulgated there under for job-related travel
36 on voucher submitted.
37

38 **Section 5.09** Disability Insurance
39

- 40 a) The Director will be entitled to enroll in any plan provided by a Board
41 approved vendor. The cost of such plan will be paid for in total by the
42 subscribing Director(s) through payroll deduction.
43

44 **Section 5.10** Prescription Plan
45

- 46 a) Effective July 1, 2007, the Board of Education shall provide full coverage for a
47 prescription plan with a \$15 co-pay provision for name drugs, and a \$5 co-pay

1 provision for generic drugs, which co-pay provision shall apply to both retail
2 and mail order drugs, through the prescription plan that was in effect as of
3 July 1, 1997. The Director may choose the individual, parent and child,
4 husband and wife, or family plan. Domestic Partners certified and approved
5 with the State of New Jersey prior to February 19, 2007, will be entitled to the
6 prescription plan. All other employees must be certified with the State of New
7 Jersey as a Civil Union in order to be eligible for the Board of Education
8 prescription plan.
9

10 **Section 5.11 Retirement**

- 11
- 12 a) Any Director retiring on or after July 1, 2001 with twenty (20) or more years of
13 service in a state retirement system, upon retirement in accordance with the
14 TPAF and PERS regulation shall receive 50% of the daily rate of pay for all
15 accumulated unused sick days to a maximum amount of \$35,000.
16
- 17 b) Upon retirement, Directors shall receive a lifetime (employee and
18 dependents) paid coverage in the Board's Dental Plan. Domestic Partners
19 certified and approved with the State of New Jersey prior to February 19,
20 2007, will be entitled to the Board's Dental Plan. All other employees must be
21 certified with the State of New Jersey as a Civil Union in order to be eligible
22 for the Board's Dental Plan. The Director must have served twenty-five (25)
23 years of creditable service in a state retirement system (TPAF and/or PERS),
24 with at least ten (10) years in the Hamilton Township School District to be
25 eligible for Board paid dental coverage in retirement.
26

27 **Section 5.12 Longevity**

- 28
- 29 a) Employees that are employed by the District as of June 30, 2015 will be
30 eligible for longevity pay.
31
- 32 b) Employees hired from outside the District on or after July 1, 2015 shall not be
33 eligible for longevity pay.
34
- 35 c) All eligible Directors who have completed the listed number of years of
36 service by June 30 of the preceding year as an employee in Hamilton
37 Township shall receive the additional cumulative pensionable amounts per
38 year as listed below:
39
40
41
42
43
44
45
46
47

1 d) Longevity Schedules 2015-2018:

2
3 (i) Years

- 4
5 1) 15 \$2,000
6 2) 20 \$2,100
7 3) 25 \$2,200
8 4) 30 \$2,400
9 5) 35 \$2,600
10 6) 40 \$2,700

- 11
12 e) All years of service of a longevity eligible employee in the Hamilton Township
13 School District shall count toward longevity service credit. Any unit member
14 employed on or before February 1 of any school year shall receive longevity
15 service credit for that year.
16

17 **Section 5.13 Section 125 Plan**

- 18
19 a) Effective July 1, 2009 if any director waives health, prescription or dental
20 insurance, said Director shall receive a cash payment equal to 35% of the
21 premium(s) waived. Directors that choose the cash option must reapply each
22 year. Proof of other coverage must be submitted with each request for the
23 cash option.
24
25 b) In addition, the Board shall put in place a Section 125 plan (details included in
26 the Section 125 Addendum). All waivers are subject to the provisions of this
27 Addendum.
28

29 **Section 5.01, 5.10, and 5.13 Reopeners**

- 30
31 a) If the Hamilton Township Education Association (“HTEA”) and the Hamilton
32 Board of Education reach a new Collective Bargaining Agreement modifying
33 the HTEA’s health and/or prescription drug benefits that existed in the HTEA
34 Agreement in effect between July 1, 2012 and June 30, 2015, then the
35 Hamilton Board of Education and Directors Association shall reopen and
36 negotiate sections 5.01, 5.10, and 5.13 of this Agreement.
37
38 b) If a) is not triggered, then if, based upon cost projections for health insurance
39 premiums for the period January 1, 2018 through June 30, 2018, it is
40 anticipated that the Board will be subject to a penalty, tax, fine or increased
41 health insurance costs during this period of time as a result of the
42 requirements of the Affordable Care Act (“ACA”), the parties shall reopen
43 Sections 5.01, 5.10, and 5.13 of this Agreement and the parties shall
44 negotiate these sections based upon the impact of the ACA. The Board shall
45 give notice to the Directors Association on or before July 31, 2016 of its intent
46 to reopen this Section if the Board’s insurance broker projects a penalty, tax,
47 fine or increased cost as a result of the requirements of the ACA. The Board

1 shall provide the Association a copy of the document projecting the ACA
2 impact. The Board's insurance broker shall, between April 1, 2016 and June
3 30, 2016, make the assessment for the potential for a penalty, tax, fine or
4 increased health insurance costs as a result of the requirements of the
5 Affordable Care Act. The Board and the Directors Association shall mutually
6 rely upon the Board's insurance broker's assessment to trigger reopening
7 negotiations of the aforementioned provisions. The Board and the Directors
8 Association shall commence negotiations under this provision on or before
9 October 31, 2016.

10 **ARTICLE VI TRAINING LEVELS RECOGNIZED**

11
12
13
14 **Section 6.01** It is agreed that the level of training will be a factor in the determination
15 of administrative salaries. The cumulative pensionable amounts in addition to base
16 salary are:

- 17 a) MA+15 \$1,500
- 18 b) MA+30 \$1,500
- 19 c) MA+45 \$1,500
- 20 d) MA+60 \$1,700
- 21 e) Doctorate \$2,000

22
23
24
25
26
27
28 **Section 6.02** Credit for achieving a higher level of training from graduate credits, or
29 their equivalent, earned in a traditional university, the NJEXCEL program, and the
30 NJL2L program will be recognized and approved by the Board of Education during
31 the month of September, prorated and effective retroactive to September 1 for
32 graduate credits earned prior to September 1 and during the month of January
33 prorated and effective February 1 for graduate credits earned prior to February 1.

34
35 **Section 6.03** Credit for achieving the next higher level of training will be recognized
36 and approved by the Board of Education upon recommendation by the
37 Superintendent of Schools.

38 **ARTICLE VII PROMOTION POLICY**

39
40
41 **Section 7.01** A notice of vacancy in all Director positions shall be sent to the
42 Association three (3) weeks before the final date when applications must be
43 submitted. The notice of vacancy shall set forth the title of the position, the salary
44 range, and deadline for application. It is understood that the Board will not change
45 the qualification for any position unless said position is re-advertised.
46

1 **Section 7.02** When serving in an acting position which is rated higher for more than
2 two (2) weeks, the Director will receive the raise and benefits of that position
3 retroactive to the day of official assignment.
4

5 **Section 7.03** Any newly appointed director shall receive an increment on July 1.
6
7

8 **ARTICLE VIII BASE SALARY INFORMATION**

9

10 **Section 8.01** Effective July 1, 2015, the 2015-2018 salaries for each Director shall
11 be increased by the following percentage:
12

- 13 a) 2015-16: 1.95% to be applied to the 2014-15 base salary (not including
14 longevity or training levels/degree differentials). The salary increase is
15 inclusive of the cost of increments. The salary increase is retroactive to July
16 1, 2015.
17
- 18 b) 2015-16: \$1,120 will be added to the salary of all unit members.
19
- 20 c) 2016-17: 1.95% to be applied to the 2015-16 base salary (not including
21 longevity or training levels/degree differentials). The salary increase is
22 inclusive of the cost of increments.
23
- 24 d) 2016-17: \$605 will be added to the salary of all unit members.
25
- 26 e) 2017-18: 1.95% to be applied to the 2016-17 base salary (not including
27 longevity or training levels/degree differentials). The salary increase is
28 inclusive of the cost of increments.
29
- 30 f) 2017-18: \$650 will be added to the salary of all unit members.
31

32 **Section 8.02** The salaries of all employees covered by this Agreement shall be paid
33 in twenty-four (24) equal installments at the rate of two (2) installments per month on
34 the 15th and 30th or last day of February. If either the 15th or 30th or last day of the
35 month falls on a weekend, holiday, or other day when school is closed, then
36 payment shall be made on the workday immediately prior to that date.
37
38

39 **ARTICLE IX DURATION OF AGREEMENT**

40

41 **Section 9.01** All benefits, privileges and procedures contained within this agreement
42 shall be in effect for the period of time beginning July 1, 2015 to June 30, 2018.
43
44
45

ARTICLE X MISCELLANEOUS

1
2
3 **Section 10.01** If any provision of this agreement or any application of this
4 agreement to any employee or group of employees is held contrary to law, then such
5 provision or application shall not be deemed valid and subsisting, except to the
6 extent permitted by law, but all other provisions or applications shall continue in full
7 force and effect.
8

9 **Section 10.02** No Director shall be disciplined, reduced in rank or compensation, or
10 deprived of any professional advantage without just cause. Any such action asserted
11 by the Board, or any agent or representative thereof, shall be subject to the
12 grievance procedure and the limitations as set forth in Article IV.
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1 In witness whereof, the Association after ratification by its membership has caused this
2 agreement to be signed by its President and its Secretary and the Board after
3 ratification in public meeting has caused this Agreement to be signed by its President
4 and attested by its Secretary all on the date and year written herewith.
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7 **HAMILTON TOWNSHIP BOARD OF EDUCATION**
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11
12 By:

13 _____
14 Board President Date
15

16
17 Attest:

18 _____
19 Business Administrator/Board Secretary Date
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23 **HAMILTON TOWNSHIP DISTRICT DIRECTORS' ASSOCIATION**
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25
26 By:

27 _____
28 President Date
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31 Attest:

32 _____
33 Secretary Date
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SECTION 125 ADDENDUM

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4 1. In-Writing Requirement
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6 A Section 125 Plan must have a separate written plan document (an internal
7 document that the employer maintains.) This plan shall be available to
8 employees.
9

10 The following information must be included:

- 11
- 12 a) Specific description of the benefits available (as per Article IV).
 - 13
 - 14 b) Procedures governing participant’s election under the law - This election
15 shall allow employees to choose between non-taxable health care
16 coverage and taxable cash at the beginning of each plan year (July 1).
17 This option will be limited to payments made by the Board on behalf of its
18 employees for health and prescription benefits. This plan shall not include
19 a flexible spending option.
20
 - 21 c) Procedures whereby employees will continue current coverage unless
22 they specifically request the cash option in writing with submission of proof
23 of other coverage, prior to the beginning of each plan year (July 1 for a full
24 year - July 1- June 30).
25
 - 26 d) Procedures by which coverage, without consideration of pre-existing
27 health conditions will be restored within 30 days of the restoration request.
28 Coverage will be restored only upon proof of loss of coverage. It is the
29 employee’s responsibility to notify the Board in writing if benefits are lost
30 for any reason. Upon notification the employee shall complete an
31 application to restore coverage.
32
 - 33 e) Procedures for the payment of the cash options (as per Article V):
34
35 Reimbursement will be provided at the end of the fiscal year in June and
36 will be prorated if benefits were reinstated at any time during the fiscal
37 year.
38

39 2. Disclosure to Employee
40

- 41 a) The elements of the Section 125 written plan document must be disclosed
42 to employees. Disclosure may be in a booklet, or other suitable form,
43 distributed to employees referred to as a summary plan description (SPD).
44 In addition, elements may be subject to the reporting and disclosure
45 requirements of ERISA.
46

- 1 b) Under ERISA (and as a matter of common sense) information provided to
2 participants should be “written in a manner calculated to be understood by
3 the average plan participant...”
4
5 c) Description of the benefits and procedures as outlined above to be
6 followed requesting revocation of the cash option choice in the event of
7 loss of coverage.
8

9 3. Administrative Information

10
11 This information should include data such as:

- 12
13 a) Name of the plan
14 b) Name and address of employer or a representative
15 c) Employer Identification Number
16 d) Type of plan
17 e) Start and end of the plan year
18 f) Type of administration
19

20 4. Eligibility and Benefits Information

21
22 The following are the minimum requirements for eligibility and benefits
23 information:

- 24
25 a) A description of benefits available under the plan
26 b) Requirements for participation and benefits
27

28 5. Loss of Benefits Information

- 29
30 a) Employees must choose the cash option prior to each plan year (July 1) for
31 a full year (July 1 to June 30).
32
33 b) Proof of other coverage must be submitted with each request for the cash
34 option. Proof of loss of coverage must be provided before benefits can be
35 restored.
36

37 6. Reporting Requirements

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39 Reporting requirements for Section 125 plans are satisfied by completing the
40 applicable IRS form.
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42
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