

**AGREEMENT BETWEEN
MERCER COUNTY & VICINITY
BUILDING TRADES COUNCIL
AND
HAMILTON TOWNSHIP BOARD OF EDUCATION**

EFFECTIVE DATE

July 1, 2007 through June 30, 2010

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ARTICLE 1

Recognition

1:1 The Board of Education recognizes the Mercer County & Vicinity Building Trades Council as the majority representative and exclusive bargaining agent for the following titles only: (Carpenters, Painters, Plumbers, Electricians, Masons and Laborers) excluding all other employees. Both parties will mutually develop a job description for Laborers and they will begin with a starting salary of \$27,000. Laborers will work under the direction of Trade employees. The Board agrees to maintain a 5:1 ratio of Trade employees to Laborers.

ARTICLE 2

Pay Scale

2:1 The following hourly rate schedule shall be adopted for all maintenance employees employed by the Board prior to July 1, 1996:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Carpenter	\$29.76	\$31.04	\$32.37
Painter	\$25.41	\$26.50	\$27.64
Plumber	\$33.34	\$34.77	\$36.27
Electrician	\$34.01	\$35.74	\$37.00
Masons	\$29.74	\$31.02	\$32.35

2:2 The following hourly rate schedule shall be adopted for all maintenance employees employed by the Board after July 1, 1996:

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Carpenter	\$29.31	\$30.57	\$31.88
Painter	\$24.92	\$25.99	\$27.11
Plumber	\$33.02	\$34.44	\$35.92
Electrician	\$33.17	\$34.60	\$36.09
Masons	\$28.92	\$30.16	\$31.46

2:3 There shall be one employee selected by the Board as a working Lead person for each craft that employs four or more employees. The Lead person shall receive an additional \$2.00 per hour as the employee's regular salary. The Board of Education will only compensate the employee actually serving as the lead person on a daily basis. Only employees actually working and serving in this capacity will receive the Lead person stipend. If the Lead person is not able to perform his/her duties, then the Facilities Lead person or designee assigned by the Manager of Plant, Engineering & Operations shall take charge.

2:3.1 REMOVE

2:4 Union dues – The Painters covered under this Agreement will be expected to pay 1% of gross wages per hour Union dues to be deducted from the employees' salary by the Paymaster of the employer. These dues must be received by the Union by the 10th of the following month.

NOTE: The Painters 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.

2:5 The local union fringe benefit rates shall be paid to specifically identified regular union summer employees to insure that they will maintain their continuity of benefits.

2:6 APPRENTICES

A maximum of two apprentices per trade may be hired by the Board as temporary employees at the Board's discretion to meet the Board's staffing needs, for all crafts. The Board will determine the number of years of apprentice experience required whenever an apprentice is hired. In the event of a reduction in force, any apprentice positions filled at the time will be eliminated first.

Apprentices' salary rates will be set at the hourly rate of compensation for apprentices at each year of experience level which is set by their respective trades and any and all benefits will be provided by their respective trades. Medical benefits will not be provided by the Board of Education to apprentices, nor will they receive paid sick leave, vacations, personal days, holidays or any other paid leave provided other employees covered by this agreement.

ARTICLE 3

Medical Benefits

3:1 Medical Benefits

The Board of Education will provide health care coverage at the coverage level of benefits that existed as of July 1, 1996. In the event of any change in the medical provider, comparable health care coverage will be provided to the employees who receive benefits.

3:1.1 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 employment. Upon completion of thirty-six (36) consecutive months of employment, an employee will be eligible for all levels of health care coverage. New hires will be permitted to purchase dependent coverage at their own cost.

3:1.2 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.

3:2 Dental Plan

The Board of Education shall pay the premium or 100% of the employees and dependents cost for a dental program in accordance with the provisions of the district policy. 100% R&D, 60-40 Remaining Basic, 50-50 Prosthodontics, 50-50 Orthodontics as per Board group plan.

NOTE: Dependents are defined to be the employees' spouse and unmarried children. Dependent children are eligible for coverage from birth until age 19 or, if the covered child is enrolled fulltime at an accredited school, college or university, coverage may be extended to the child's 23rd birthday unless otherwise indicated under Benefits and Program Specifications. An unmarried dependent child over the limiting age may continue to be covered if incapable of self-support because of a physical or mental handicap commencing prior to reaching the limiting age, provided a physician's certificate is submitted to NJDSP.

3:2.1 Employees hired after July 1, 1991 shall not be eligible for the dental coverage plan until the completion of the third year of employment.

3:3 Prescription Plan

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.

3:4 The Board shall provide for continuances of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Mercer County & Vicinity Building Trades Council. The retirees shall be responsible for all premium costs involved.

3:5 The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.

3:6 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.

3:7 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.

ARTICLE 4

Sick Leave

4:1 All persons employed effective in the month of July for the full year shall be entitled to twelve (12) sick leave days as of the first official day of said year whether or not they report for duty on that day. However, all shorter term employees 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 retiring on or after July 1, 1991 with 20 or more years of service in the Hamilton Township School District, upon retirement in accordance with the PERS regulations shall receive sixty (\$60) 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 \$3,540
- 200+ sick days – a maximum of \$4,000

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

ARTICLE 5

Vacations

5:1 All employees employed prior to July 1, 1996 shall receive the following vacation benefits for years of service completed as of June 30 of the previous school year.

Less than 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 and over	25 working days

All employees employed after July 1, 1996 shall receive the following vacation benefits for years of service completed as of June 30 of the previous school year.

Less than 1 year	1 day for every 2 months with a maximum of 5 days
1 to 5 years	5 days
6 to 10 years	days
11 to 15 years	15 days
16 to 20 years	20 days
21+ years	25 days

5:1.2 Vacation by any employee may 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. Employees may request approval 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/Designee. All vacation requests shall be submitted for approval to the Manager of Plant, Engineering and Operations/Designee by using the proper vacation form, at least 2 weeks in advance of the day(s) requested for vacation. Each Lead person shall also initial the vacation form prior to final approval by the Plant Manager. 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/Designee.

5:2 Upon application to and written approval by the Superintendent a limited number of unused vacation days may be carried over to the subsequent school year. It is acknowledged by both the Board and the Mercer County & Vicinity Building Trades Council 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 6

Holidays

6:1 Holidays – as per list submitted by the Board, not to be less than eighteen (18) days.

ARTICLE 7

Overtime – Call-In Time, Work Week

7:1 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.

Summer Hours

Summer working hours will take effect the day after the last teacher day and end on the day before the first teacher day and shall consist of one shift from 7:00 a.m. to 3:30 p.m.

- 7:1.1 There may be a second shift as determined by the Board for one week of each month between September 1 and November 30 and from January 1 through May 31 (excluding the month in which the schools are closed for a Spring break of at least 5 school days duration) from 2:30 p.m. to 11:00 p.m. with one-half hour unpaid dinner between 6:30 p.m. and 7:00 p.m. A second shift shall be a minimum of three consecutive work days, but not more than five total work days per month. Two carpenters, two plumbers, two electricians and one painter may be assigned to the second shift by Management. Employees shall be assigned to the second shift if they volunteer for such assignment. If no employees volunteer, then the employees shall be assigned to the second shift based on a rotation list. The rotation list shall be maintained from year to year by the Leadperson. The least senior employee shall be assigned first. Each person working the second shift shall receive as additional compensation a shift differential of 10.00% of their respective daily rate. No foreman shall be assigned or designated to any second shift. All work orders performed shall be turned in to the Leadperson as soon as completed so as to update the database and to avoid repetition of work orders. Employees shall receive ten days notice before their assignment to a second shift begins. No employee shall be required to work more than five consecutive days on a second shift when second shifts run contiguously for two months. The MCBVTC will assure that all qualified employees will always be available to meet all school district operational needs. In addition, MCBVTC agrees to provide Trade Employees for any district emergency immediately, depending on the severity of the issue.
- 7:2 All employees shall be entitled to one and a half times the hourly rate for all work in excess of forty hours.
- 7:3 All employees required to work on listed holidays or Sundays shall be paid at the applicable double time rate.
- 7:4 Holidays and sick time will be counted as a day worked.

7:5 Any employee called into work for any period of time other than his/her regularly scheduled work day after he/she has left his/her place of employment shall be given not less than three hours work at one and a half times his/her regular rate.

7:6 After an employee has exhausted his/her accumulated full pay sick days, full pay personal days, and any additional granted pay days he/she will then be charged with accrued vacation days for all subsequent absences before being placed in a no pay "Y" absence status.

7:7 In emergency situations as determined by the Superintendent or his/her designee, employees will be deployed regardless of trade as needed. Examples of emergencies are extreme weather conditions such as snow and flooding, roof damage, wind, fire, severe damage to buildings, vandalism or other major mechanical failure.

ARTICLE 8

Appointment Notice

8:1 Appointment notices for all employees shall be issued on or before June 30 for the following school year.

ARTICLE 9

Grievance Procedures

9:1 Definitions

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

9:1.2 The aggrieved is the person or persons making the claim.

9:2 Purpose

9:2.1 The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

9:3 Procedure

9:3.1 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.

9:3.2 Level One

An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) calendar days of its occurrence either directly or through a chosen representative, with the objective of resolving the matter informally.

9:3.3 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 ten (10) calendar days of the occurrence. The immediate Supervisor shall communicate his/her decision to the aggrieved employee in writing within five (5) calendar days of the receipt of the decision at the prior level to the Manager of Plant, Engineering & Operations, who shall render a decision in writing within five (5) calendar days.

9:3.4 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 five (5) calendar days after presentation of the written grievance, he/she may appeal the grievance in writing within five (5) calendar days of receipt of the decision at the prior level to the Manager of Plant, Engineering & Operations, who shall render a decision in writing within five (5) calendar days.

9:3.5 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 five (5) calendar days after presentation of the written grievance, he/she may appeal the grievance in writing within five (5) calendar days of receipt of the decision at the prior level to the Superintendent or his/her designee who shall render a decision in writing within five (5) calendar days.

9:3.6 Level Five

If the grievance cannot be resolved at Level Four, it shall be presented to the Board of Education in writing within five (5) 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 fifteen (15) calendar days and the Board of Education will communicate its decision in writing to the employee and his/her immediate supervisor within fifteen (15) calendar days.

9:3.7 Level Six

If the aggrieved person is not satisfied with the disposition of his/her complaint by the Board of Education at Level Five, he/she may within five (5) 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 10

Management Functions

10:1 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 such other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

10:2 In addition to the rights described above, the Board specifically reserves, subject to the provisions of this Agreement, the following additional rights:

10:2.1 The right to direct employees of the school district.

10:2.2 To promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees.

10:2.3 To relieve employees from duty because of lack of work or for other legitimate reasons.

10:2.4 To maintain efficiency of the school district's operations entrusted to it.

10:2.5 To determine the methods, means and personnel by which such operations are to be conducted.

- 10:2.6 In the interest of preserving bargaining unit work and to assure a harmonious working relationship, the Board agrees in non-emergent circumstances not to subcontract out during the term of this Agreement any routine preventive maintenance or repair work normally performed by members of the bargaining unit. The Board may subcontract out the replacement of entire system components or any work that will not affect the current workload of work orders provided that the subcontractor complies with the Board Resolution dated September 24, 2003, regarding responsive contractor language; and when emergencies arise.
- 10:2.7 When emergencies arise the following provisions shall prevail:
- 10:2.7-1 There shall be no reduction in "normal" bargaining unit work.
- 10:2.7-2 Wherever possible the Board of Education shall give first consideration to utilize temporary employees through the hiring hall and temporary employee provisions of this Agreement.
- 10:2.7-3 If the nature of the emergency, in the Board's discretion, requires a contractor the Board shall solicit bids from a list of union contractors provided by the Mercer County Building Trades in addition to the statutory required publication of the bid.
- 10:2.7-4 Nothing in this article shall limit the statutory right of the Board of Education to competitively bid emergency work in accordance with the provisions of State law.
- 10:3 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. Volunteers are individuals, entities, or organizations who receive no wages from the District.

10:4 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.

ARTICLE 11

Safety

11:1 At no time shall less than two (2) employees work in tunnels, shafts, lofts or other places deemed dangerous by the Manager of Plant, Engineering & Operations or his/her designee. Employees will adhere to the guidelines and regulation training procedures established by the Board, PEOSHA and the State of New Jersey pertaining to any space that is considered a confined space. If special field conditions are encountered that are not within established guidelines, they are to be reported to the Manager of Plant, Engineering & Operations. The Board of Education will provide safety training to all employees that assist MCBVTC employees in confined spaces.

11:2 All employees shall be required to wear a uniform with an identifying District patch/insignia and name identification badge provided by the Board. Upon completion of the probationary period, four complete uniforms will be provided to each employee. Every year thereafter, two complete uniforms will be provided on an annual basis.

11:3 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 12

Temporary Leaves of Absence

12:1 Personal Leave:

12:1.1 (a) Employees hired before July 1, 1991 shall be entitled to three (3) personal leave days with full pay each school year.

(b) Employees hired after July 1, 1991 shall earn personal days at the rate of one (1) per each full year of employment until completion of the third year when the maximum of three (3) shall be earned.

12:1.2 Any employees appointed for a shorter term shall be entitled to prorated leave.

12:1.3 Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.

12:2 Death In Immediate Family:

12:2.1 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.

12:2.2 Death of Grandparents: three (3) consecutive weekdays in any school year, full pay.

12:3 Absences Not Covered By Regulations:

12:3.1 Payroll provisions, no allowance – full pay deduction – prior (one [1] week) approval of the Superintendent of Schools is required for all contractual employees.

12:4 NOTE: Any emergency or other urgent reason beyond the provisions listed 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 a 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.)

12:5 FAMILY ILLNESS: Each employee shall be permitted to take one (1) day per year at full pay to attend to 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.

ARTICLE 13

Longevity

13:1 Effective July 1, 1991 all employees employed by the Board prior to July 1, 1996 who have completed the listed number of working years by June 30 of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

10 – 13 years	\$200
14 – 15 years	\$200
16 years	\$200
17 years	\$200
18 years	\$500
19 years	\$500
20 – 24 years	\$200
25 – 29 years	\$200
30 years	\$200

13:2 Employees hired on or after July 1, 1996 will not receive any longevity.

ARTICLE 14

Deduction from Salary

- 14:1 An employee may elect to have five percent (5%), ten percent (10%), fifteen percent (15%), or twenty percent (20%) of his/her salary deducted from his/her check for deposit in the Mercer County Teachers Credit Union. Said percentage of deduction shall remain in effect for the entire fiscal year.
- 14:2 The Association shall indemnify and save harmless the Hamilton Township Board of Education for any losses which may arise from the deductions and deposits as per 14:1 above which do not arise from the Board's own negligence.
- 14:3 An employee may individually elect to have an amount of his/her salary deducted from his/her pay to be deposited into one of the mutually agreed upon tax-sheltered annuity plans.
- 14:4 The Board agrees to deduct from the salaries of its trades personnel the appropriate authorized amount for eligible dependent coverage requested for all health, dental, prescription and disability insurance.
- 14:5 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.
- 14:6 Effective July 1, 2007, each employee shall have deducted from their salary the sum of:**
- 2007-08 - \$300 Annually**
2008-09 - \$350 Annually
2009-10 - \$400 Annually
- The annual amounts will be taken from the employee's pre-tax salary after the employee has returned the appropriate release form to the Human Resources Office.**

ARTICLE 15

Tool Requirement and Security

- 15:1 All journeymen and apprentices shall be required to furnish tools as specified in the approved list dated April 14, 1983 and filed with the Manager of Plant, Engineering & Operations.
- 15:2 The employer shall be held responsible for the loss of worker's tools through fire, or theft, by breaking and entering not due to employees' negligence in any amount that the employer's current insurance will cover such losses as per listed items up to \$500 per employee. Employees shall immediately report the loss of tools through fire or theft to the employer. The employer shall designate a toolbox with a lock or other secured space to insure the safekeeping of all tools.

ARTICLE 16

Term of Contract

16:1 This Agreement shall be effective from July 1, 2007 to June 30, 2010 subject to the Council's right to negotiate 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.

16:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective delegates, on the day and year written below.

HAMILTON TOWNSHIP
BOARD OF EDUCATION

MERCER COUNTY & VICINITY
BUILDING TRADES COUNCIL

President, Eric Hamilton

James Capizzi, Carpenters

ATTEST:

Michael K. Maloney, Plumbers

Assistant Superintendent for Business/
Board Secretary, Carol A. Chiacchio

Wayne P. DeAngelo, Electricians

Dominic Longo, Masons

Harry Harchetts, Painters

Date: _____

Date: _____

SECTION 125 ADDENDUM

1. In-Writing Requirement

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 Articles 3:1 and 3:3)
- 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.
- 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.) 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.