

**AGREEMENT**

**BETWEEN THE**

**PLEASANTVILLE BOARD OF EDUCATION**

**AND**

**TEAMSTERS LOCAL NO. 331**

**REPRESENTING THE BUS DRIVERS AND BUS AIDES**

**JULY 1, 2014 to JUNE 30, 2017**

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**PREAMBLE**

This agreement entered into on January 5, 2015, by and between the Board of Education of Pleasantville, the City of Pleasantville, State of New Jersey, hereinafter called the "Board", and the Teamsters Local No. 331, hereinafter called the "Union".

**WITNESSETH**

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Union as the representative of employees hereinafter designed with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1**

**RECOGNITION**

A. UNIT- In accordance with and to the extent required by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognizes the Teamsters Local 331 as the exclusive and sole representative for collective negotiation concerning bus drivers and bus aides grievances, terms and conditions of employment for all full-time personnel, herein defined as working thirty-two (32) or more scheduled hours per week on a ten (10) basis and part time personnel, herein defined as working less than thirty-two (32) scheduled hours per week, under contract or on approved leave including.

B. DEFINITION OF EMPLOYEE - Unless otherwise indicated, the term "employee" shall refer to all employees represented by the Union in the negotiating unit as above defined; and references to male employees shall include female employees.

**ARTICLE 2**

**NEGOTIATION PROCEDURE**

A. DEADLINE DATE -The parties agree to enter into collective negotiations over successor Agreements in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than a date permitted by law. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed and approved by the Board and Union.

B. RELEVANT DATA - During negotiations, the Board and Union shall present relevant

data, exchange points of view and make proposals and counter proposals. Prior to such negotiations, the Board shall make available to the Union for inspection a list of employees, their salary, job title, and insurance coverage.

C. REPRESENTATIVES - Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations subject to ratification by the Union's membership and the Pleasantville Board of Education.

D. MEETINGS - All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and the Board can mutually agree.

E. SOLE REPRESENTATIVE - The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Union for the duration of this Agreement.

F. MODIFICATION - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

G. TERMS AND CONDITIONS - In accordance with and to the extent required by Chapter 123, New Jersey Public Laws of 1974, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established.

H. UNDERSTANDING - This Agreement incorporates the entire understanding of the parties on matters, which were the subject of negotiation.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. DEFINITION

1. Grievance - A grievance is a claim or complaint by a member or the Union based upon an alleged misinterpretation or misapplication, interpretation, application or violation of this Agreement and administrative decisions or policies of the Board of Education related to terms and conditions of employment affecting an employee or a group of employees.

2. Time Limit - A grievance to be considered under this procedure must be initiated by the employee or the Union within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

3. Aggrieved Person - An "Aggrieved Person" is the person or persons or the Union making the claim. Such person must be present at each level of the grievance procedure.

4. Party of Interest - A "Party of Interest" is the person or persons making the claim or any authorized representative of the Board of Education or the Union necessary for resolution of the grievance.

5. Administrator - Each administrator referred to herein, such as Superintendent, Principal, immediate supervisor or his/her designee.

## B. PURPOSE

1. Lowest Level - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise concerning terms and conditions of employment. Both parties agree these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Informal Discussion - Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement; however, the Union shall be given the opportunity to be present at each formal level of the grievance procedure and may state its views at such time.

3. Time Limits - Since it is important that the grievances be processed as rapidly as possible, the number of days indicated as each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. Year-End Grievances - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the last day of student attendance and if left unresolved until the first day of attendance could result in irreparable harm to a party in interest, the time limits set forth herein may with the agreement of both parties be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible or practicable.

5. Failure to Communicate - Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and the grievance deemed withdrawn.

6. Meeting Times - Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

7. Continuation of Assignments - Each employee shall continue performing his assigned job function notwithstanding any pending grievance. It is understood that any employee, grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all

legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

C. PROCEDURE

1. Informal Discussion - An employee with a grievance shall first discuss it with the Transportation Coordinator or immediate supervisor with the objective of resolving the matter informally. The response of the Transportation Coordinator shall be given within five (5) school days and should not prejudice the position of school officials at any subsequent step of this grievance procedure. The aggrieved person may elect to have a Union Representative accompany him/her at this level if he/she so desires.

2. Level One Business Administrator - If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee or the Union, the matter shall be set forth in writing to the Business Administrator or his designee within ten (10) school days of the receipt of the Business Administrator or his designee's decision specifying: 1. the nature of the grievance, 2. contract provision(s) violated, 3. remedies sought, and 4. the grievant(s). The Business Administrator or his designee shall give his decision within ten (10) school days. The aggrieved person may elect to have a Union representative accompany him/her at this level, if he/she so desires.

3. Level Two (Formal) — Superintendent - The aggrieved person, no later than fifteen (15) school days after receipt of the Business Administrator or his designee's decision, may appeal the decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be made in writing with a copy to the Union specifying: (a) the nature of the grievance; (b) the results of previous discussions; (c) his dissatisfaction with decisions previously rendered. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but shall do so within a period not to exceed fifteen (15) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the aggrieved person, the Union and to the Business Administrator or immediate supervisor.

4. Level Three (Formal) – Board Of Education

(a) If the grievance is not resolved to the grievant's satisfaction, no later than ten (10) school days after receipt of the Superintendent's decision, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee, if requested, and shall render a decision in writing within twenty (20) school days of receipt of the grievance or if a hearing is held within ten (10) school days of the date of the hearing. Copies of the decision of the Board of Education shall be sent to the aggrieved, the Superintendent, Principal, Supervisor and Union.

(b) If the grievant is not notified by the Board of a hearing date within twenty (20) school days after the grievance has been appealed to the Board, the lack of such notice shall entitle the grievant to appeal beyond Level 3 of this Article.

(c) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wished review by a third party and if the Union determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within thirty (30) calendar days of receipt of the Board's decision. The decision of the Board shall be considered final and binding on the grievance concerning:

1. Any matter for which specified method of review is prescribed and expressly set forth by law or any rule or regulation of the Commissioner of Education; or
2. A grievance of a non-tenure employee which arises by reason of his not being reemployed; or
3. Any matter which according to law is beyond the scope of the Board authority or limited to unilateral action by the Board.

5. Level Four -Arbitration

(a) Procedure - The following procedures shall be used to secure the services of an arbitrator:

1. Either party may request the New Jersey Public Employment Relations Commission (PERC) to submit a roster of person qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the New Jersey PERC to submit a second roster of names.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted roster the New Jersey PERC may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or by policy of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement, which is at issue. His recommendations on such an interpretation shall be binding.

(c) Unless directed otherwise by the Board or its designee, all meetings shall take place outside of scheduled working hours.

(d) Each employee shall continue performing his assigned job function notwithstanding the pendency of any grievance.

D. RIGHTS OF THE BOARD

1. Work Action - Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Union and all employees shall not cause, engage in or sanction any strike, slowdown or other concerted action for the duration of this Agreement because of any dispute or disagreement between the school district or its representatives, or any and all employees or between any other persons or other employees or

organizations who are not signatory parties to this Agreement.

2. Management Rights - The Union recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by State Law and the terms of this Agreement.

3. Jurisdiction of Board - The Union agrees and recognized that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rules of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by state law and language of this Agreement.

E. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally through his/her UNION representative with any appropriate member of his/her Department.

2. Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

F. COST FOR ARBITRATION - The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring same.

G. MEETINGS AND HEARINGS - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

H. GROUP GRIEVANCE - If, in the judgment of the Union, a grievance affects a group of employees the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level 2.

I. SEPARATE GRIEVANCE FILE - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

J. FORMS FOR GRIEVANCE - Forms for filing a grievance shall be provided by a Union Representative.



## ARTICLE 4

### UNION RIGHTS AND PRIVILEGES

- A. REPRESENTATION - Whenever shop stewards or any employee is scheduled by the Board to participate during working hours in grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B. ENTRY TO SCHOOL PROPERTY - Representatives of the Union shall be permitted entry to school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation and permission is secured immediately upon entry from the administrator in charge.
- C. RIGHTS OF BOARD - It is specifically understood that the Board reserves unto itself all rights and powers not expressly specified herein, as authorized by New Jersey Statutes or other applicable laws and legislation.
- D. AVAILABLE DATA - The Board agrees to make available to the Union, upon written request, all information in the public domain as outlined by the Open Public Records Acts.
- E. USE OF SCHOOL BUILDINGS - The Union and its representatives shall be granted the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified by the Union representative in advance of the time and place of all such meetings. This privilege is contingent on the building not being previously scheduled for another group in accordance with present standard District policy.
- F. EXCLUSIVE REPRESENTATIVE - The rights and privileges of the Union and its representative as set forth in this Agreement shall be granted only to the Union as the exclusive representative of the employees.
- G. BULLETIN BOARD - The Union shall have a Union bulletin board. The location of the Union bulletin board shall be designated by the Board of Education or its designee and shall be in a place where notices are normally posted for this bargaining unit.
- H. BOE AGENDA - The Union will be provided with a detailed Board of Education agenda twenty-four (24) hours prior to the BOE meeting. Also, any proposed policy, and procedure change will be provided prior to reading and copies provided when adopted by the BOE.

## ARTICLE 5

### EMPLOYEE RIGHTS AND PROTECTIONS

- A. RIGHT TO ORGANIZE - Pursuant to Chapter 123, Public Laws of 1974, the Board and Union agree that every employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities and the right not to participate in such actions. Both parties to this Agreement shall not discourage or deprive or coerce any employee in the employment of any rights conferred by Chapter 123, Public Laws of 1974, or other law of New Jersey and the United States; they shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Union and its affiliates or by his lack of membership therein, his participation or lack thereof in any activities of the Union and its affiliates.
- B. RIGHT TO REPRESENTATION - Whenever any employee is required to appear before the Superintendent, Board or any committee thereon concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or increments pertaining thereof, then he/she shall be given his prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Union present to advise him and represent him during such meeting or interview.
- C. STATUTORY RIGHTS - Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws and regulations for the duration of this Agreement.
- D. IMPACT ON EMPLOYMENT No employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment, terminated, deprived of any form of occupational advantage or benefit, have his/her employment contract or status not renewed or not continued, or any other form of discipline without just cause.
- E. PUBLIC REPRIMAND - Acknowledging the employer's unfettered right to determine standards for work performance, methodology, and its right to establish, direct, correct and otherwise regulate the job operations of its employees, then no employee shall be unreasonably reprimanded or disciplined in front of the public, i.e., in front of students, teachers, or other employees without just cause.
- F. SUSPENSION - Nothing above presumes that a disciplined employee will necessarily be suspended without pay.

## ARTICLE 6

### STEWARDS

A. STEWARDS - The Board recognizes the right of the Union to designate shop stewards and alternates.

B. AUTHORITY - The authority of shop stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

B. The collection of dues when authorized by appropriate Union action.

C. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

(a) Have been reduced to writing, or

(b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the Board's business.

C. STRIKE - Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Board's business.

D. LIABILITY - The Board recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

E. GRIEVANCES - Stewards shall be permitted to investigate, present and process grievances, attend negotiations, on or off the property of the Board, without loss of time or pay with permission of the Superintendent of Schools, which will not be unreasonably denied.

## ARTICLE 7

### SALARY GUIDELINES

A. NEW POSITIONS- The parties agree to meet and discuss the hours and wages of any new positions created under this Agreement.

B. METHOD OF PAYMENT

1. Pay Periods - Employees employed on a ten (10) month basis shall be paid in twenty-one (21) equal bi-weekly installments. Paydays shall be every other Friday except when said dates fall on a holiday, then employees shall be paid on the last working day. However, should the method of payment change pursuant to the PEA Contract this paragraph shall be modified accordingly.

2. Credit Union - Employees may individually elect to have a percentage of their monthly salary deducted from their pay. Such funds are to be electronically deposited with a mutually agreed upon agency to include ABCO Credit Union which is capable of giving interest and handling all payments to the individual employee involved.

3. Last Pay - Each ten (10) month employee shall receive his/her final check(s) on the last assigned working day in June after all assigned duties are fulfilled by the individual employee concerned.

C. ADDITIONAL WORK- All other work not scheduled during the school year will be offered from the seniority list on a rotating basis. The Transportation Supervisor shall utilize this rotating system, taking into account employee's seniority, skills and ability to perform required work. Failure to accept work available will result in that employee going back to the bottom of rotation cycle. The employee will be paid their per diem/hourly rate for work performed.

D. TAX SHELTERED ANNUITIES - Employees shall have the opportunity to participate in tax-sheltered annuities as are agreed upon by the Board and the Union. Payroll deductions shall be made consistent with Board practice upon receipt of proper authorization.

E. PROBATIONARY PERIOD- New employees shall serve a 90 school days probationary period during which time they are not a member of the Union. The probationary period shall be extended by the number of days absent during the probationary period. During the probationary period the Board of Education will not be required to prove just cause for taking disciplinary action of any kind, including discharge. Discipline and termination during the probationary period is not subject to the grievance process.

F. SUMMER MONTHS - Full time bus drivers or aides working during the summer will receive their regular hourly rate. Part time drivers or aides will be paid at their regular hourly rate.

G. OVERTIME - Full time bus drivers who work in excess of a eight (8) hours in a work day or thirty-two (32 hours) normal week shall be overtime and shall be paid at the time and one-half rate (1½).

### **Pleasantville Salary Guides & Stipends**

A Full Time employee is defined as a person hired to regularly work 32 or more hours per week. A Part Time employee is defined as a person hired to fill a part time (regularly scheduled less than 32 hours per week) basis.

Starting Rate Per Hour

Full-time Bus Drivers:	10 month	\$23,057
Part-time Bus Drivers:	10 Month	\$16.44
Bus Aides:	10 Month	\$13.87

Wage increases shall become effective as follows:

Effective July 1, 2014: 2.75%

Effective July 1, 2015: 2.75%

Effective July 1, 2016: 2.75%

**Longevity for Full-Time Drivers/Aides**

After 10 years in district	\$650/\$700
After 15 years in district	\$1330/\$1380
After 20 years in the district	\$1950/\$2000

Longevity will be consistent with the majority representative members (non-certificate staff). At such time as the provisions for longevity change in the PEA contract the above provisions shall be modified accordingly.

**ARTICLE 8**

**SICK LEAVE**

A. SICK LEAVE - All full-time ten (10) month employees hired effective September 1 shall be entitled to ten (10) days leave for illness. Full time ten (10) month employees hired after September 1 shall receive a pro rata amount of sick leave based on one (1) day per month. Unused sick days shall accumulate from year to year with no limits. By October 30<sup>th</sup>, each employee shall receive a written accounting of any sick days accumulated through the prior June 30th period.

B. EXHAUSTED SICK LEAVE - Employees, who because of severe illness have exhausted all eligible accumulated sick leave, may apply on an individual basis to the Board for the differential between their regular salary and the substitute rate for a maximum of ninety (90) workdays. Determination of the Board will be made upon each individual application, and such determination shall not be subject to the grievance procedure. The Board shall reply within thirty (30) calendar days in writing.

C. WORKERS COMPENSATION INSURANCE - The Board shall continue to provide Workman's Compensation Insurance for each employee for the duration of this Agreement. Payment of sick leave for service connected disability shall be in accordance with and to the extent required by 18A:30-2.1. Any job related injury shall be reported to the administration as soon as possible by the employee concerned.

D. REIMBURSEMENT OF SICK LEAVE UPON RETIREMENT - The Board shall, at the time of retirement, reimburse an employee at the regular hourly rate for each unused accumulated sick leave day at the per diem or hourly rate to a maximum of \$15,000 provided at least a twelve

(12) month notice is given in writing advising the Board of the effective date of retirement. If the notice above is not given in a timely fashion, then the compensation shall be deferred until one (1) year later. If the employee should die after the Board accepts a request for retirement and prior to receiving payment, then such funds shall not be paid to the employee's estate pursuant to N.J.S.A. 18A:30-3.5 (P.L. 2007, c. 92 §44).

E. OUTSIDE EMPLOYMENT - Employees on sick leave are prohibited from engaging in any outside employment of any kind during their scheduled shift unless they receive prior written approval from the Superintendent.

## ARTICLE 9

### TEMPORARY LEAVES OF ABSENCE

#### A. PERSONAL LEAVE

All full time and part time employees shall be entitled to the following temporary non-accumulated leave of absence with full pay for each year.

1. Personal Leave - Three (3) days leave of absence shall be granted for personal, legal, business household or family matters, which require absence during working hours. Application to the employee's principal or immediate supervisor for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal leave will be converted to accumulated sick leave at the close of the year. Part time employees will earn one personal day every three months of employment to a maximum of three days per year. These days must be used in the year they are earned and cannot be converted to sick days.

#### 2. Bereavement Leave

(a) Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools. Said leave applies to the death of any of the following: husband, wife, child, sister, brother, father, mother, civil union partner, domestic partner or any other member of the family unit living in the same household no matter what degree of relationship.

(b) Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools, or his designee, for the death of all other family members.

(c) if Bereavement Leave is exhausted, and upon written request, the Superintendent of Schools may approve a waiver for additional bereavement leave.

#### 3. Temporary Military Leave

(a) Military Duty - Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted in accordance with applicable State or Federal statutes. Each employee must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the Military with a copy to the Superintendent of Schools and the employee shall provide a copy of his/her assignment order to the Superintendent.

4. Request to Superintendent - Nothing herein precludes the opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with Superintendent, and such decision on the request is not grievable.

5. In Addition to Sick Leave - Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an employee is entitled.

### C. OTHER LEAVES

1. Additional Leaves - Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the employee no less than one (1) week, if possible, prior to the time leave is to be granted.

## ARTICLE 10

### EXTENDED LEAVES OF ABSENCE

A. MILITARY - Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training shall be granted military leave. He/she shall be reinstated to his/her position in this school system with credit to a maximum of four (4) years, including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the job duties of the position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

### B. CHILD REARING LEAVE

1. Age of Child - The Board of Education will grant child rearing leave of absence without pay to any full-time employee whose child is less than 6 months (180 days) of age. For 10 month employees, however, if the child is born during the summer, then such leave shall commence at the beginning of the academic year.

2. Application - The employee must apply in writing for such leave to the Superintendent or designee at least thirty (30) days prior to commencement.

3. Non-Tenured Employees - It is understood that a leave of absence for child rearing leave is not to be extended to a non-tenured employee beyond the end of the contract year in which the leave is obtained.

4. Length of Leave - Child rearing leave of absence shall be for no longer than one (1) year at a time and a maximum leave shall be for no longer than three (3) consecutive years. Written application to extend such leave of absence from year to year until the maximum leave is granted shall be made per paragraph five (5) below.

5. Return to Work - An employee on child rearing leave may return to work at the beginning of a new regular work year provided notice of the return is given the preceding April 1st, or notice may be given August 1st if return is for January 1st. No employee may leave for and return from child rearing leave during the same work year. However, if it is mutually agreeable, this requirement may be waived, but the issue shall not be grievable. Any request for return to work must be made in writing to the Superintendent of Schools or designee.

6. Adoption - Any employee adopting an infant child less than five (5) years of age shall, receive such leave without pay commencing upon receiving de facto custody of said infant, also, such leave shall be in accordance with the child rearing leave's procedural requirements.

7. Eligibility - In order to be eligible for incremental gain upon return to duty, the employee must have worked no less than one-half (1/2) of the work year prior to commencing on child rearing leave.

8. Disability - Disability related to pregnancy shall be treated as other physical disability.

C. EXTENSIONS AND RENEWALS - Application for extension and renewals of leaves shall be applied for in writing and shall be approved by the Board.

D. ADDITIONAL LEAVES - Additional leaves for good and sufficient cause may be granted by the Board. The Board will use consistent standards when making the decision.

E. INSURANCE COVERAGE - During extended leave of absence employees shall have the option of continuing coverage with the Board's health insurance carrier and medical benefits at the employee's expense. The employee must prepay three (3) full months of the group rate for insurance in advance of time of the leave's commencement. Should the employee thereafter fail to pay in advance quarterly, the individual's participation will then terminate immediately in the employer's master plan. Within thirty (30) days of such termination, the employee will be notified; however, lack of such notification is not subject to grievance procedure.

F. BENEFITS - All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be frozen but shall be restored to him/her upon his/her return. Such employees shall be returned to the same or a similar classification, if such exists.

G. INCREMENT CREDIT - An employee who is granted an extended leave of absence by the Board shall not receive increment credit for time spent on a leave granted pursuant to any section of this Article, except as mandated by an applicable law.

H. ILLNESS IN FAMILY - Leave of absence for caring for a sick member of the employee's immediate family shall be in accordance with the State and Federal Family Leave Act.



## ARTICLE 11

### WORK YEAR AND CONDITIONS

#### A. SCHEDULED HOLIDAYS FOR FULL TIME EMPLOYEES

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. NJEA Convention
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Years Eve Day

When either a full time or part time employee is required to work on one of the named holidays listed above, that employee will be compensated time and half (1 1/2) for all hours worked on the named holiday. All employees will be paid only for hours worked

C. WORK YEAR -The maximum work year for ten (10) month employees shall be 185 work days between September 1 and June 30. It is understood that the work year for some bus drivers can commence prior to September 15.

#### D. WORK SCHEDULES

1. Lunch - Any employee working an eight (8) hour day will receive a forty-five

minute (45) lunch period.

E. INCLEMENT WEATHER Employees attendance may be required even if student attendance is not required due to inclement weather at the discretion of Superintendent or his /her designee.

## ARTICLE 12

### WORK DAY AND HOURS

#### A. WORK DAY

1. Bus Drivers shall report to their assigned bus for their shift as per the schedule
2. Bus Aides shall report to their assigned bus for their shift as per the schedule.

3. When a bus driver or bus aide is assigned a different assignment other than the scheduled route, the bus driver or bus aide will receive the same hours as their scheduled route. In the event the different assignment has more hours than the scheduled route, the bus driver or bus aide will be paid for the new assignment hours.

B. ATTENDANCE - Consistent and prompt employee attendance is necessary to ensure the safe and timely delivery of students to their destination each day. Progressive discipline may be applied to lateness, excessive absenteeism and no-call/no show there may be progressive discipline in the event of a "NO-Call-NO SHOW", with a written notice upon the first incident, and termination upon the second incident. Excessive and/or repetitive lateness will result in a suspension and/or termination of employment.

C. BUS UNAVAILABLE- In the event an employee is assigned to a bus that is OUT of SERVICE an attempt will be made to provide the driver with an alternate route. However, such employee will be guaranteed (4) four hours of pay.

D. ROUTES - During the month of August of each year, full time and part time bus drivers and aides with at least ninety (90) days of seniority will submit an application on the prescribed form to the Department Head indicating his/her first, second and third choices of route preferences made available by Management. The route preference form submitted will be valid until changed in writing during the next route preference filing period. Route assignment will be awarded in line with seniority; the most senior person getting first choice. Once the senior bus driver or aide is offered a route and refuses it for any reason, his/her name falls to the bottom of the appropriate list.

E. COMMUNICATION DEVICE - The District will provide a communication device with programmed numbers for use by employees during their scheduled shifts

## ARTICLE 13

### EMPLOYMENT PROCEDURES

- A. PLACEMENT ON SCHEDULE - All employees shall be placed on his/her proper step of the salary guide at the beginning of the contract. Employees employed prior to December 1 of the contract year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- B. RESIGNATION - Any employee who is resigning from his position shall give the normal ten (10) day notice in writing.
- C. NOTIFICATION OF CONTRACT AND SALARY - All employees contracted for a fixed time period shall be notified of their contract and salary status for the ensuing year no later than May 30<sup>th</sup>, unless hired between May 1 and June 30 or as required by law or statute.
- D. NEW HIRES - When a new employee is hired by the School District said employee will be subject to a ninety (90) school day probationary period and paid per diem until the successful completion of the probationary period.

## ARTICLE 14

### DISCIPLINE OR DISCHARGE FOR CAUSE

- A. JUST CAUSE PROVISION - The Board and Union agree that no employee shall be disciplined, discharged, non-renewed or reduced in compensation without just cause. Any such action asserted by the Board or any authorized agent or representative thereof, shall be subject to the grievance procedure herein set forth except as is permitted by this Agreement during an employee's probationary period.
- B. IMPROVEMENT PLAN - Where minor issues concerning employment performance exists which require improvement, an employee shall be given a progressive improvement plan, i.e., verbal counseling, written advisement of the need for improvement to include, in-services and available workshops for employees. The failure to correct improvements shall be subject to further disciplinary action including but not limited to dismissal. An employee's failure to conduct pre-check and post route bus inspections shall subject the employee to discipline.
- C. REQUIRED DISCIPLINARY HEARING - Any employee required to appear before the Board of Education or any authorized committee or agent thereof for a disciplinary hearing shall be given prior written notice of the charges and shall be entitled to have a representative of the Union present to advise and represent him/her during such hearing. The board will set aside a time and will give notice to the union of the time and place the discipline will be heard. If the charge(s) are dismissed or found to be without substantiation, the employee shall be reinstated without delay to his/her position. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing. The Required Disciplinary Hearing shall be held within fifteen (15) working days of the initiation of such suspension. No employee shall suffer loss of pay or reduction in compensation pending the outcome of said Disciplinary Hearing unless allowed by law.

**ARTICLE 15**

**SENIORITY AND JOB SECURITY**

- A. **DEFINITION** - School District seniority is defined as, in district service by employees within the collective bargaining unit covered by this agreement.
- B. **REDUCTON IN FORCE** - In the event of reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be released in the inverse order of seniority of the employees within each job category except that those classifications in accordance with and to the extent require by Title 18A shall be processed per statutory mandate.
- C. **LAYOFF** - The Employer shall post a seniority list no later than October 1, of every year. A copy of the list shall be given to the Shop Steward and a copy of the list shall be mailed to the Union. In the event of any proposed change to the list, a copy of the proposed change shall be submitted in writing to the Shop Steward and the Union prior to the changes being made. If an employee disputes his position on the seniority list, he must file a grievance within thirty (30) days of the posting of the seniority list. The Shop Stewards shall be the last to be laid off and the first to be called into work. Thereafter, the length of service shall determine the order of layoff, with the least senior employee being the first laid off, etc. In rehiring employees, the reverse order shall be followed. This section shall be subject to requisite skill and ability of the employee in question to perform the available work.
- D. **RECALL** - In the event that within five (5) months from the date of his layoff a vacancy occurs in the classification of his last appointment, a laid off employee shall be entitled to recall thereto in the order of his seniority provided he reports to work within three (3) days of recall.
- E. **NOTICE OF RECALL** - Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested, or by telegram. If he fails to reply or if he indicates that he does not desire to return to such work, he shall be considered as terminated for cause.
- F. **RETURN FROM LAYOFF** - Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have credited his accumulated seniority to the date of layoff.
- G. **ASSIGNMENTS**- All final assignments plus changes in assignments during a school year will be approved by the Transportation Supervisor. However, these assignments will be made on a fair and equitable basis, with qualifications, needs and seniority will apply.
- H. **PROMOTIONS**- All vacancies, promotional or otherwise, shall be awarded on the basis of seniority and qualifications.

## ARTICLE 16

### INSURANCE COVERAGE

A. INSURANCE COVERAGE - In order to be eligible for participation, employees must be employed as full time Bus Drivers and regularly scheduled (not including overtime) to work a minimum of thirty-two (32) hours per week. The Board shall provide the healthcare insurance protection designated below. All employees shall contribute to their health insurance/major medical coverage pursuant to State Law.

B. CARRIER(s)

1. HEALTH INSURANCE - The health insurance carrier(s) shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major medical coverage. Such coverage shall be equal to the N.J. School Employees Health Benefits Direct 10. The employees will be able to choose from a variety of other plans available.

2. RETIREMENT - Employees who are eligible to retire pursuant to state law will receive individual medical health benefits from the State Health Benefits ("NJSEHB") Plan at no cost to the retiree as per state law. All employees who retire shall be allowed to remain as part of the District's group loans and shall be responsible for payment at the group rates until eligible for Medicare. Upon eligibility for Medicare, retirees will not be allowed to participate in the District's group plans.

D. DESCRIPTION TO EMPLOYEES - The Board shall request each employee be provided by the carrier a description of the healthcare insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage.

E. PRUDENTIAL - The Superintendent shall permit representatives of the N.J.E.A. endorsed disability insurance plan, and other district approved vendors to meet with professionals for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Union. Requests for such meeting shall be made no more than once a year. It is agreed that the Prudential representative shall be permitted a minimum of twenty (20) minutes for the meeting after the normal school working day.

F. PRESCRIPTION PLAN - The Board shall provide a family prescription through NJSEHB co-pay plan that will be ten dollars (\$10.00) for brand name prescriptions (thirty (\$30) dollars for a 90-day supply and five dollars (\$5.00) for generic prescriptions for all employees. For mail order 90-day supply there shall be a co-pay of fifteen dollars (\$15.00)/five dollars (\$5.00).

G. DENTAL PLAN - The District's dental insurance plan, Delta Dental Premier shall be provided to all unit employees. The plan covers \$3,000 for the fiscal year.

H. OPTICAL PLAN - The Board shall provide vision coverage through VSP. This

coverage shall be consistent with the coverage set forth in the PEA contract as may be modified from time to time.

I. RETIREMENT OPTION - Any employee who officially retires while in the employment of the Pleasantville Public Schools from the New Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employees Retirement System may purchase health insurance from the School District by prepaying the group rate for the insurance three (3) full months in advance. Should the employee thereafter fail to pay in advance on a quarterly basis, participation and/or family participation will terminate immediately from the employer's master plan. Within thirty (30) days of such termination, the employee will be notified after which the Board of Education will have no responsibility or liability for any expenses incurred for health related reasons that are normally covered by the health insurance program.

J. WAIVER OF INSURANCE - Under the conditions of this Agreement and subject to the Section 125 (IRS Code) addendum to this agreement, an employee may waive medical insurance or prescription plan coverage and receive a cash option or flexible spending plan.

## ARTICLE 17

### PROTECTION OF EMPLOYEES

A. UNSAFE CONDITIONS - Employees shall not be required to work under unsafe or hazardous conditions, which substantially and detrimentally endanger their health or safety. In the event a situation arises that the employee believes does substantially endanger his health or safety, he shall discuss this with his supervisor. Employees may not refuse to perform their assigned duties unless otherwise directed by a physician.

B. EMPLOYEE ASSAULT - Employees shall immediately report cases of assault or threats of assaults suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall immediately be forwarded to the Superintendent. Request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved shall be complied with to the extent permitted by law.

C. USE OF REASONABLE FORCE - Pursuant to N.J.S.A. 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary;

1. To quell a disturbance threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within control of a pupil;
3. For the purpose of self-defense;
4. For the protection of persons or property and such acts shall not be construed to

constitute corporal punishment within the meaning and intent of the law.

D. ADDITIONAL LEAVE - Pursuant to N.J.S.A. 18A:30-2.1, when absence arises out of or from an assault or injury arising out of and in the course of the employee's scope of employment, the employee shall not forfeit any sick leave or personal leave. The necessity for such absences must be verified by the school physician, and the intent of this paragraph shall be subject to his sole determination and/or opinion after consulting with the said employee's personal physician.

E. CIVIL ACTION - Pursuant to N.J.S.A. 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting there from and said Board may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

F. REIMBURSEMENT OF COST - CRIMINAL ACTION - Pursuant to N.J.S.A. 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

G. REIMBURSEMENT FOR PERSONAL EFFECTS  
The Board shall reimburse employees for any loss, damage or destruction of clothing or personal effects upon an employee's person resulting out of any activity engaged in as set forth in Paragraph C of this Article, in an amount not to exceed \$300.

## ARTICLE 18

### MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION - The Board and the Union agree that in accordance with statute there shall continue to be no discrimination and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or domicile. The Board will not deny employment on the basis of marriage per se.

B. SEPARABILITY/SAVING CLAUSE - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to

the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT - Any individual contract between the Board and an individual employee shall not be in conflict with the provisions of this Agreement. If an individual contract contains any inconsistent language, this Agreement for its duration shall be controlling.

D. PRINTING AGREEMENT - Copies of this Agreement shall be reproduced at the expense of the Board subject to the parties agreeing on the contents. The Agreement shall be presented in sufficient quantity for each member of this bargaining unit within ninety (90) days of execution. It shall be the responsibility of the Union to distribute the copies.

E. DUES - It is understood and agreed between the Board and the UNION that the Board will deduct any back unpaid UNION dues and initiation fees owed the UNION (provided such indebtedness for dues or initiation fees were incurred during employment with the Board) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization for such deductions and who are covered by this Agreement, on the last pay period of the month proceeding the current month for which union dues and initiation fees are due in the UNION, at the conclusion of the probationary period. The Board further agrees to remit to the Secretary-Treasurer of the Union, immediately after the final check off each month, all union dues and initiation fees deducted from the paychecks of employees covered by this Agreement.

F. AGENCY SHOP - The Board agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The UNION, in exchange for the implementation of said agency shop, hereby agrees to hold the Board harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this agency provision.

G. INITIATION FEE - Teamsters Union Local #331 initiation fee will begin to be deducted after the employee has completed their 90 probationary period. Additionally, no dues payment will be required until the employee completes their 90 day probationary period.

H. POLITICAL ACTION AND SOCIAL FUND - Upon receipt of written authorization for deductions from wages, the Board agrees to deduct from the wages of employees their contribution to the Teamsters UNION Local 331 Political and Social Fund, or such similar organizations as may be requested by the UNION. The Board will make deductions on a bi-weekly basis as provided in the authorization, and will forward the amounts deducted to the Teamsters UNION Local 331 Political and Social Fund, 1 Philadelphia Ave. Egg Harbor City, NJ 08215, on a monthly basis. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by law.

I. RETAINED POWERS - It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights granted it by law.



J. NON-WAIVER - Nothing contained in any section of sub-section on this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board waived rights, which are to be retained by the Board.

K. RETROACTIVE - Nothing in this Agreement, which changes pre-existing Board policy, rules and "regulations shall operate retroactively unless expressly so stated.

L. NON-DENIAL RIGHTS - Nothing contained herein shall be considered to deny or restrict to any professional such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to professionals hereunder shall be deemed to be addition to those provided elsewhere.

M. WORKING CONDITIONS - In accordance with, and to the extent permitted by Chapter 123, Public Laws of 1974, proposed new rule(s) governing working conditions shall be negotiated with the majority representatives before they are established.

N. NOTICE

1. Address - Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by registered or certified letter at the following addresses:

(a) If by the Union to Board at  
Pleasantville Public Schools  
Administration Building  
801 Mill Road  
P.O. Box 960

(b) If by Board, to Union at  
Teamsters Local 331  
1 Philadelphia Avenue  
Egg Harbor City, NJ 08215

Pleasantville, New Jersey 08232-0860

Or other such substitute address as may be supplied by either party.

O. CREDIT UNION - Employees may individually elect to have a percentage of their pay automatically deducted and deposited in the Atlantic Burlington Credit Organization (ABCO).

P. OTHER WORK ASSIGNMENTS - Employees performing duties, other than their regular work assignments, i.e., after school runs, outside of their normal work hours shall be paid at the regular hourly rate. All other work assignments, i.e., field trips, athletic trips, after school activities, etc., shall be offered by seniority.

Q. CDL LICENSE - The Employer shall reimburse all employees that are required to hold a commercial drivers license the cost of archiving fingerprints.

R. FINGERPRINTS - The District will pay for the initial fingerprinting for bus drivers. The District will not pay for pay for fingerprinting for employees returning after a break in service or for the cost of archiving after a break in service.

## ARTICLE 19

### STAFF EVALUATIONS

#### A. EMPLOYEES

1. Open Evaluations - All observations of an employee's performance shall be conducted openly and with full knowledge of the employee. Evaluations of employees shall not be restricted to direct observations. All data pertinent to the employee's performance may be used to evaluate the employee and any data used in an evaluative manner shall be made known to the employee. Upon request an employee shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) workday before any conference to discuss it.

2. Review Contents of File - An employee shall have the right, upon request and reasonable notice, to review the contents of his/her personnel file in the presence of a disinterested official.

3. Copy of Derogatory Material - An employee shall be given a copy of any derogatory material, which is placed, in his/her files. The employee shall have the right to attach a statement within ten (10) school days of receiving a copy of such materials.

## ARTICLE 20

### DURATION OF AGREEMENT

A. DURATION PERIOD - The duration of this contract shall be for 3 years from July 1, 2014 through June 30, 2017.

B. STATUS OF INCORPORATION - In witness whereof the Union has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year written below.

## ARTICLE 21

### FULLY BARGAINED FOR CLAUSE

A. AGREEMENT - In accordance with the law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able or permissively negotiable issues, which were or could have been the subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with

respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**IN WITNESS WHEREOF:**

**SECTION 125 ADDENDUM**

**1. In-Writing Requirement**

A Section 125 plan must have a separate written plan document. In general, the written document is an

<p><b>TEAMSTERS LOCAL NO. 331</b></p> <p>By <u>Bernadette Woods</u> Bernadette Woods</p> <p>DATED: January 5, 2015</p> <p>By <u>Eleanor L. Harris</u> Eleanor L. Harris</p> <p>DATED: January 5, 2015</p> <p>By <u>Marcus King</u> Marcus King</p> <p>DATED: January 5, 2015</p> <p>By <u>Tom Willett</u> Tom Willett</p> <p>DATED: January 5, 2015</p>	<p><b>PLEASANTVILLE BOARD OF EDUCATION</b></p> <p>By <u>Jerome M. Page</u> Jerome M. Page, President</p> <p>DATED: January 5, 2015</p> <p><b>ATTEST:</b></p> <p><u>Dennis Mulvihill</u> Dennis Mulvihill Business Administrator/Board Secretary</p> <p>DATED: January 5, 2015</p>
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internal document that the employer maintains. The plan document should be available to employees.

The following information must be included in the document:

- A specific description of the benefits available.
- Full or dependent medical, dental, and prescription.
- The plan's eligibility rules governing participation.
- The Spousal coverage in or out of the district.
- The procedures governing participation's elections under the plan, including the period during which elections may be made, the extent to which elections are irrevocable, and the periods with respect to which elections are effective.
- All employees to choose between nontaxable health care coverage and taxable care.
- Employees will continue current coverage unless they specifically request the case option, in writing with submission of proof of other spousal coverage, prior to the beginning of each plan year.
- Employees may revoke the case option choice within a plan year under certain circumstances:
  - Employee's marriage or divorce
  - Birth or Adoption of a child of the employee
  - Termination of employment or employee's spouse
  - Employees' spouse switching from full-time to part-time employment
  - Employee's spouse taking an unpaid leave of absence.
  - Any other change in the health coverage of the employee's spouse.
  - The anticipation of the employee's retirement.

Coverage, without consideration to pre-existing conditions, will be restored within thirty (30) days of the restoration request. Case option installment payments will stop with commencement of coverage.

- Employees choosing the cast option will be paid 50% of the cost of single coverage benefits. Case will be taxable and shall be paid at the end of the school year.

## **2. Disclosure to Employees**

The elements of the Section 125 written plan document must be disclosed to employees. Disclosure is usually made in a booklet distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements ERISA.

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..."

In general the following information should be provided:

- important plan provisions,
- names and addresses of those responsible for administering the plan,
- a description of the benefits and the circumstances that may result in revoking the case option choice, and
- procedures to be followed for requesting the revocation of the case option choice.

Disclosure of benefit plan information to employees should be comprehensive.

#### **Administrative Information**

- Name of the plan.
- Name and address of employer or a representative.
- Employer Identification Number.
- Type of plan.
- Start and end of the plan year.
- Type of administration, i.e., contract administration, sponsor administration, insurer administration. An explanation is also necessary so that participants understand the administrative structure.
- Name, business address, and telephone number of the plan administrator.

Depending on the size and complexity of the plan and its administration, much of the material listed above can be consolidated. The information should be easy to update, since names, addresses, and phone numbers need to be current.

#### **Eligibility and Benefits Information**

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

- a description of benefits available under the plan,
- Requirements for participation and benefits.

#### **Loss of Benefits Information**

This statement serves to inform participants of exceptions to the cash eligibility structure.

- Employees must choose the cash option prior to each plan year.
- Proof of spousal coverage must be submitted with each request for the cash option.

### **3. Reporting Requirements**

Reporting requirements for Section 125 plans are satisfied by completing the applicable IRS form. The IRS can impose penalties for failure to file.