



Colony of the Arts

COMPENSATION AND BENEFITS HANDBOOK

**TOWN OF WOODSTOCK
COUNTY OF ULSTER
STATE OF NEW YORK**

This Compensation and Benefits Handbook adopted by the Town Board on November 20, 2012 replaces the pertinent parts of the Employee Handbooks adopted on November 30, 1999 and amended on May 22, 2001, June 1, 2003, December 30, 2003, February 8, 2011, and November 20, 2012 [effective October 15, 2012].

Town of Woodstock

COMPENSATION AND BENEFITS HANDBOOK

Table of Contents

| | | |
|---------------|--|----------|
| PART 1 | INTRODUCTION | 2 |
| 1.1 | General Purpose of Handbook | 2 |
| 1.2 | Compensation and Benefits Handbook Disclaimers | 2 |
| 1.3 | Definitions | 2 |
| PART 2 | COMPENSATION | 2 |
| 2.1 | Rates of Pay | 2 |
| 2.2 | Overtime Pay and Compensatory Time | 2 |
| 2.3 | Call-In Pay | 2 |
| 2.4 | Out-of-Title Pay | 2 |
| 2.5 | Pay Period and Check Distribution | 2 |
| PART 3 | PAID LEAVE | 2 |
| 3.1 | Holidays | 2 |
| 3.2 | Vacation Leave | 2 |
| 3.3 | Sick Leave | 2 |
| 3.4 | Personal Leave | 2 |
| 3.5 | Bereavement Leave | 2 |
| 3.6 | Leave for Jury Duty | 2 |
| PART 4 | DISABLED EMPLOYEES | 2 |
| 4.1 | Workers' Compensation Benefits | 2 |
| 4.2 | Short-Term Disability Benefits | 2 |

| | |
|--|----------|
| 4.3 Transitional Duty Program | 3 |
| PART 5 MEDICAL BENEFITS | 3 |
| 5.1 Administration of Insurance Benefits | 3 |
| 5.2 Medical Insurance | 3 |
| 5.3 Medical Insurance Buy-Out | 3 |
| 5.4 Pre-Tax Medical and Dependent Care Expenses | 3 |
| 5.5 Continuation of Medical Insurance Benefits (COBRA) | 3 |
| PART 6 MISCELLANEOUS | 3 |
| 6.1 Anniversary Bonus | 3 |
| 6.2 Education Assistance | 3 |
| 6.3 Work Accoutrements | 3 |
| PART 7 RETIREMENT BENEFITS | 3 |
| 7.1 New York State Employees' Retirement System | 3 |
| 7.2 Medical Insurance for Retirees | 3 |

PART 1 INTRODUCTION

1.1 General Purpose of Handbook

1.1.1 Statement of Purpose: The purpose of this Compensation and Benefits Handbook is to communicate important information about many of the Town's employment policies and practices. It is important that each employee understand the policies and practices that pertain to compensation, leave benefits, and medical insurance benefits.

1.1.2 Previous Handbooks: This Compensation and Benefits Handbook replaces any previous Handbook issued by the Town concerning the policies and practices contained within this Handbook.

1.1.3 Questions: The Town Board retains the right to interpret any part of this Compensation and Benefits Handbook. Questions regarding this Handbook should be presented to the Town Supervisor.

1.2 Compensation and Benefits Handbook Disclaimers

1.2.1 Employment Contract: This Compensation and Benefits Handbook is not a contract of employment, expressed or implied, and should not be construed as such.

1.2.2 Policy Exceptions: This Compensation and Benefits Handbook should not be interpreted as a guarantee that the policies and practices in it will be applied in all cases. Further, the Town Board may at its sole discretion, make exceptions to any part of this Compensation and Benefits Handbook.

1.2.3 Policy Interpretation: The Town Board retains the right to interpret any part of this Compensation and Benefits Handbook and to amend or eliminate any part of this Handbook.

1.2.4 Governmental Regulations: In the event a federal, state, or local statute, rule, or regulation conflict with any provision contained in this Compensation and Benefits Handbook, then such statute, rule, or regulation will prevail.

1.3 Definitions

1.3.1 Department Head: For purposes of this Compensation and Benefits Handbook, the term “Department Head” will mean either the Superintendent of Highways, Town Clerk, Town Justices, or Town Supervisor, as the case may be.

1.3.2 Full-Time Employee: For purposes of this Compensation and Benefits Handbook, the term “full-time employee” will mean an employee who is *regularly scheduled* to work a minimum of **thirty-five** hours per week throughout the year; or who is *regularly scheduled* to work at least a total of 1820 hours per year.

1.3.3 Part-Time Employee: For purposes of this Compensation and Benefits Handbook, the term “part-time employee” will mean an employee who is *regularly scheduled* to work less than **thirty-five** hours per week throughout the year; or who is *regularly scheduled* to work less than a total of 1820 hours per year.

1.3.4 Temporary Employee: For purposes of this Compensation and Benefits Handbook, the term “temporary employee” will mean an employee who is employed on an interim or “as needed” basis (including someone who is replacing another employee on an approved leave of absence) or who is employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable.

1.3.5 Seasonal Employee: For purposes of this Compensation and Benefits Handbook, the term “seasonal employee” will mean an employee who is employed to work for a given season.

PART 2 COMPENSATION

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the compensation provisions set forth below and should refer to the applicable collective bargaining agreement as it pertains to compensation.*

2.1 Rates of Pay

2.1.1 Rate of Pay: An employee's rate of pay, including any longevity bonus, will be set by the Town Board.

2.2 Overtime Pay and Compensatory Time

2.2.1 Summary: The Fair Labor Standards Act (FLSA) establishes overtime pay and recordkeeping standards. More information on the Fair Labor Standards Act may be found on the US Department of Labor website:

<http://www.dol.gov/whd/flsa/index.htm>

2.2.2 Overtime Compensation - FLSA Non-Covered and Exempt Employees: An FLSA non-covered or exempt employee may regularly be required to work beyond the employee's scheduled work hours and does not need prior supervisory approval. In accordance with the Fair Labor Standards Act, such employee will NOT be paid for overtime nor receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek.

2.2.3 Overtime Compensation - FLSA Non-Exempt Employees: An FLSA non-exempt employee may occasionally be required to work beyond the employee's scheduled work hours. An FLSA non-exempt employee may not work additional hours beyond the employee's scheduled work hours without the authorization from the appropriate Department Head.

In accordance with the Fair Labor Standards Act, an FLSA non-exempt employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

2.2.4 Credit for Paid Leave: Holidays, vacation leave, personal leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave, bereavement leave, and all military leave will not be included as time worked in the computation of overtime.

2.2.5 Compensatory "Straight-Time" (under 40 hours): An FLSA non-exempt employee will have the option of receiving "compensatory time" in lieu of pay for hours worked over the employee's regular workweek but under forty hours. When a non-exempt employee chooses to receive such compensatory time, the employee will be credited with the equivalent of one hour of compensatory leave credits for all authorized time worked over the employee's regular workweek, but under forty hours, in that workweek. The employee must receive prior approval from the appropriate Department Head to take compensatory leave.

2.2.6 Compensatory "Over-Time" (over 40 hours): An FLSA non-exempt employee will have the option of receiving "compensatory time" in lieu of paid overtime. When a non-exempt employee chooses to receive such compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over forty hours in a given workweek. The employee must receive prior approval from the appropriate Department Head to take compensatory leave.

2.2.7 Maximum Conversion of "Straight-Time" and/or "Over-Time" into Compensatory Leave: In any calendar year, an employee who is eligible for compensatory time may convert a maximum of **26.67 hours** of "Straight Time" and/or "Over-Time" into **40 hours** of compensatory leave credits.

2.2.8 Time Limits: An employee must use all compensatory "over-time" leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

2.2.9 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay. In the event of an employee's death, the employee's estate shall receive the payment for unused compensatory credits.

2.3 Call-In Pay

2.3.1 Compensation: In the event an FLSA non-exempt employee is called in to work for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, the employee shall be guaranteed at least two and one-half hours of work. In the event the employee does not work for the full two and one-half hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay. The Department Head must notify the Town Supervisor of the reason for calling in the employee, the responsibility attended to, and the actual time spent.

2.3.2 Start Time: The pay for an employee who is called out will begin when the employee receives the call, but in no event will the employee be paid for more than thirty minutes.

2.4 Out-of-Title Pay

2.4.1 Temporary Assignments: A Department Head may require an employee to temporarily work out-of-title. An employee must receive prior approval from the appropriate Department Head before working in a higher graded title.

2.4.2 Compensation: In the event an employee is temporarily assigned to assume the *major responsibilities* of a higher graded title, the employee will receive a differential equal to ten percent of the employee's current rate of pay for the duration of the assignment. Deputies who receive a stipend for such duties are not eligible for this provision.

2.5 Pay Period and Check Distribution

2.5.1 Payroll Period: All employees are paid on a bi-weekly basis. The payroll period will begin on Saturday at 12:00:01 a.m. and end fourteen calendar days later on Friday at 11:59:59 p.m.

2.5.2 Pay Date: Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the last workday before the holiday.

2.5.3 Authorized Check Release: Paychecks will not be released to anyone other than the employee unless the employee has submitted a signed, written authorization to the Office of the Town Supervisor.

PART 3 PAID LEAVE

3.1 Holidays

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Holiday provisions set forth below and should refer to the collective bargaining agreement as it pertains to holidays.*

3.1.1 Designated Holidays: The following national and cultural holidays shall be observed on the day designated by the Town Board at the organizational meeting in January of each year:

| | |
|----------------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Jr's Birthday | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

In addition, each employee will receive one "floating holiday", which must be taken in whole-day increments. The employee must receive prior approval from the appropriate Department Head to take a floating holiday. The Department Head will have discretion in the approval of floating holidays. An employee may not accumulate floating holidays. Any floating holidays remaining at the close of business on the last day of the calendar year will be cancelled.

3.1.2 Holiday Pay Eligibility: Regular full-time employees and regular part-time employees (also temporary and seasonal employees) are eligible for paid holidays upon hire.

3.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which a full-time employee (including temporary and seasonal employees) is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, if the holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, if an employee's workweek does not include Friday, the employee would observe the holiday on the preceding Thursday. Similarly, if the holiday occurs on a Sunday the employee would observe the holiday on the following Monday; however, if an employee's workweek does not include Monday, the employee would observe the holiday on the following Tuesday.

3.1.4 Holiday Pay (Not Assigned to Work): An employee (including temporary and seasonal employees) who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay; however, a part-time employee will not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday.

3.1.5 Holiday Pay (Assigned to Work): A full-time employee or part-time employee (including temporary and seasonal employees) who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus the employee's regular daily rate of pay. For example, an employee who normally works thirty-five hours each week who is assigned to work nine hours on New Year's Day will be paid for one and one-half times nine hours plus seven hours ($1.5 \times 9 = 13.5 + 7 = 20.5$ hours).

3.1.6 Assigned to Work on Thanksgiving, Christmas Day, or New Year's Day: Highway Department employees (including temporary and seasonal employees), Municipal Works Supervisor, and Senior Water/Wastewater Maintenance Worker who are assigned to work on Thanksgiving Day, Christmas Day, or New Year's Day will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus the employee's regular daily rate of pay. Such employees who work in excess of eight hours on those days will be paid two and one-half times the employee's regular rate of pay for those hours.

In the event Christmas Day or New Year's Day are observed on a day other than December 25th or January 1st, and the employee is assigned to work on either or both the actual day of the holiday (e.g. Sunday, December 25th or Sunday, January 1st, as the case may be) and the day the holiday is observed (e.g. Monday, December 26th or Monday, January 2nd, as the case may be), then the employee may elect to make use of the premium pay provisions set forth in the preceding paragraph on whichever day the employee works the most hours. In such event, the employee would only receive one and one-half times the employee's regular rate of pay for all hours worked on the day the employee worked the least hours.

3.1.7 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

3.1.8 Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the appropriate Department Head at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

3.2 Vacation Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Vacation Leave provisions set forth below and should refer to the collective bargaining agreement as it pertains to vacation leave.*

3.2.1 Allowance (hired before 10-1-2012): An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule.

| AFTER COMPLETION OF: | CREDITS PER PAY PERIOD |
|--|---|
| Upon hire through 4 th year | 3.08 hours (equals 80 hours per year) |
| After 4 years continuous service | 4.62 hours (equals 120 hours per year) |
| After 9 years continuous service | 6.15 hours (equals 160 hours per year) |
| After 14 years continuous service | 6.46 hours (equals 168 hours per year) |

An employee who is regularly scheduled to work less than forty hours per week will be credited with paid vacation leave credits each pay period prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. An employee may take vacation leave only after it has been credited.

3.2.2 Allowance (hired after 10-1-2012): An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule.

| AFTER COMPLETION OF: | CREDITS PER PAY PERIOD |
|--|---|
| Upon hire through 6 th year | 3.08 hours (equals 80 hours per year) |
| After 6 years continuous service | 4.62 hours (equals 120 hours per year) |
| After 11 years continuous service | 6.15 hours (equals 160 hours per year) |

An employee who is regularly scheduled to work less than forty hours per week will be credited with paid vacation leave credits each pay period prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. An employee may take vacation leave only after it has been credited.

A newly hired employee may not use vacation leave credits until completion of six months of continuous employment.

3.2.3 Temporary, and Seasonal Employees: A temporary employee or seasonal employee is not eligible for paid vacation leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head.

3.2.4 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Worker's Compensation claim during which such employee will continue to accrue vacation credits as if the employee was in regular pay status.

3.2.5 Bridging of Service: An employee who leaves the employment of the Town of Woodstock and is re-hired and then completes five years of continuous service, will regain previous years' of service for the purpose of computing the employee's vacation allowance. For example: a former employee who had five years of service and was accruing vacation leave at 4.62 hours per month would start at the new hire rate of 3.08 hours per month until completing four years of continuous service, at which time the employee would accrue vacation leave at 4.62 hours per month; however, upon completion of five years of continuous service this employee would "regain" the five years of service from the former period of employment (for a new total of ten years) and therefore accrue 6.15 hours per month.

3.2.6 Accumulation: An employee may accumulate vacation leave credits to a maximum of one hundred and sixty-eight hours. Any vacation credits in excess of one hundred and sixty-eight hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

3.2.7 Scheduling: Vacation leave credits may be used in half-day increments. An employee must receive prior approval from the appropriate Department Head to take vacation leave. The request must be submitted, in writing, to the appropriate Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

3.2.8 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused vacation leave. In the event of an employee's death, the employee's estate will receive the payment for unused vacation leave.

3.3 Sick Leave

Union-Represented Employees - An employee who is a member of a collective bargaining unit is not covered by or eligible for the Sick Leave provisions set forth below and should refer to the collective bargaining agreement as it pertains to sick leave.

3.3.1 Allowance (hired before 10-1-2012): An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with 3.69 hours of paid sick leave each pay period. A part-time employee hired before April 1, 1998, is eligible for paid sick leave.

An employee who is regularly scheduled to work less than forty hours per week will be credited with paid sick leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. For example, an employee who is regularly scheduled to work thirty-five hours per week will be credited with 3.22 hours per pay period. An employee may take paid sick leave only after it has been credited.

3.3.2 Allowance (hired after 10-1-2012): An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with 2.75 hours of paid sick leave each pay period. A part-time employee is not eligible for paid sick leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head, or designee.

A full-time employee who is regularly scheduled to work less than forty hours per week will be credited with paid sick leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%.

3.3.3 Part-Time, Temporary, and Seasonal Employees: A part-time employee who is regularly scheduled to work less than twenty hours per week, temporary employee, or seasonal employee is not eligible for paid sick leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head.

3.3.4 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Workers' Compensation claim.

3.3.5 Accumulation: There is no cap on the amount of sick leave an employee may accumulate.

3.3.6 Use of Sick Leave: Sick leave credits may be used in thirty-minute increments. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is insurance benefit against financial loss not a

leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

3.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Town's Family and Medical Leave Policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, domestic partner, or child.

3.3.7 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the appropriate Department Head as soon as possible before the employee's scheduled reporting time. The notification must be made personally to the Department Head, unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

3.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

3.3.9 Return to Work: In the event an employee's return to work following an illness or injury may put the employee and/or other employees at risk, the Town Supervisor may require the employee to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Town Supervisor in consultation with the appropriate Department Head will determine whether the employee will be allowed to return to work.

3.3.10 Use of Accumulated Sick Leave Credits: An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers' Compensation Benefits – Use of Sick Leave Credits).
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see Family and Medical Leave Policy). The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).

- Apply accumulated sick leave credits upon retirement toward monthly premium payments (see Medical Insurance for Retirees).

3.3.11 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law and allow the maximum number of days by statute of accumulated sick leave at the time of retirement. The additional service credit is determined at the maximum credit available by statute. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

3.3.12 Retirement Buy-Back: An employee hired **before April 1, 1998** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to fifty percent (50%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to one hundred and twenty hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

An employee hired on or after April 1, 1998 but **before February 8, 2011** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to twenty-five percent (25%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to sixty hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

An employee hired **after February 8, 2011** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to ten percent (10%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

3.3.13 Termination of Employment: An employee who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

3.4 Personal Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Personal Leave provisions set forth below and should refer to the collective bargaining agreement as it pertains to personal leave.*

3.4.1 Allowance (hired before 10-1-2012): An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with thirty-two hours of paid personal leave each year.

An employee who is regularly scheduled to work less than forty hours per week, but at least twenty hours per week, will be credited with paid personal leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. For example, an employee who is regularly scheduled to work thirty-five hours per week will be credited with twenty-eight hours each year. An employee may take paid personal leave only after it has been credited.

3.4.2 Allowance (hired after 10-1-2012): An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with twenty-four hours of paid personal leave each year.

A part-time employee hired on or after October 1, 2012, is not eligible for paid personal leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head, or designee.

3.4.3 Part-Time, Temporary, and Seasonal Employees: A part-time employee who is regularly scheduled to work less than twenty hours per week, temporary employee, or seasonal employee is not eligible for paid personal leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head.

3.4.4 Date Credited: An employee will be credited on the first day of January of each year.

3.4.5 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

3.4.6 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits that remain unused at close of business on the last day of the calendar year will be converted to sick leave credits.

3.4.7 Scheduling: Personal leave credits may be used in two-hour increments. An employee must receive prior approval from the appropriate Department Head to take personal leave. The request must be submitted, in writing, to the appropriate Department Head as far in advance as possible. The Department Head will have total discretion in the approval of personal leave.

3.4.8 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.

3.5 Bereavement Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Bereavement Leave provisions set forth below and should refer to the collective bargaining agreement as it pertains to bereavement leave.*

3.5.1 Immediate Family: In the event of a death of a full-time employee's or part-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Parent or Legal Guardian

3.5.2 Extended Family: In the event of a death of a full-time employee's or part-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling (including step)
- Grandchild
- Grandparent
- Spouse's Grandparent
- Spouse's Parent
- Step Parent
- Child's Spouse
- Sibling's Spouse
- Person in Household (51% financial support)

3.5.3 Extended Bereavement Leave: An employee may use accumulated vacation leave credits, sick leave credits, personal leave credits, and/or compensatory time, or may take an unpaid leave of absence, to extend bereavement leave, which shall not exceed thirty calendar days unless approved by the Department Head.

3.6 Leave for Jury Duty

3.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. In the event an employee is scheduled to work the “night shift” (e.g. midnight to 8:00 a.m.), the employee will receive a paid leave of absence for the shift immediately proceeding jury duty. In either case, such leave will not be subtracted from any of the employee’s leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty.

3.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the appropriate Department Head, who shall forward it to the Bookkeeper.

3.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee’s scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of returning to duty following jury duty.*

PART 4 DISABLED EMPLOYEES

4.1 Workers' Compensation Benefits

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Use of Sick Leave Credits or Continuation of Medical Insurance Coverage provisions set forth immediately above, and should refer to the collective bargaining agreement on these subjects.*

4.1.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries and illnesses.

4.1.2 Voluntary Off-Duty Conduct: Neither the Town or its insurance carrier is liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Town.

4.1.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Town Supervisor, or designee, on the proper form, within twenty-four hours of the occurrence. The Town Supervisor, or designee, will complete and submit the required forms. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

4.1.4 Use of Leave Credits: An employee may draw from the employee's accumulated sick leave, then vacation leave, and then personal leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave.

4.1.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

4.2 Short-Term Disability Benefits

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Short-Term Disability Benefits provision set forth below and should refer to the collective bargaining agreement on the subject of short-term disability insurance.*

4.2.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

4.2.2 Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

4.2.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Town Supervisor, or designee, on the proper application form, within twenty-four hours of the occurrence. Proper medical certification will be required and must be submitted with the application form.

4.2.4 Use of Leave Credits: An employee may draw from the employee's accumulated sick leave, then vacation leave, and then personal leave credits in conjunction with short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave. Management may ask for a doctor's note for documentation if they have reason to believe this option is being abused.

4.2.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

4.3 Transitional Duty Program

4.3.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Town Supervisor may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

4.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

4.3.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

4.3.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

4.3.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

4.3.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

PART 5 MEDICAL BENEFITS

5.1 Administration of Insurance Benefits

5.1.1 Summary Plan Descriptions: The summary description of a given plan may be obtained from the Bookkeeper.

5.1.2 Changes in Benefits: The Town Board may, at its sole discretion, change an insurance benefit plan at any time, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility. *Changes in benefits for union-represented employees shall be in accordance with collective bargaining negotiations and/or procedures.*

5.1.3 Enrollment Information: The Bookkeeper will provide the employee or eligible Elected Official with the enrollment forms and assist with the administrative and operational aspects of the various insurance plans. Enrollment in a benefit plan is not automatic. Employees and eligible Elected Officials must complete the requisite enrollment forms and payroll deduction authorizations in order to receive benefits.

5.1.4 Waiver of Benefits: An employee or Elected Official who is eligible to participate in any of the available insurance plans but who elects not to participate must sign an appropriate waiver of enrollment form. The Bookkeeper will provide the employee or Elected Official with the waiver forms.

5.1.5 Changes in Status: An employee or eligible Elected Official must immediately notify the Bookkeeper in the event there is a change in marital or family status that may affect coverage, such as marriage, divorce, legal separation, death of a spouse (or domestic partner) or dependent, acquiring or losing a dependent, a dependent becoming ineligible due to age or student status, and any changes of address.

5.2 Medical Insurance

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance provisions set forth below and should refer to the collective bargaining agreement as it pertains to medical insurance.*

5.2.1 Coverage: The Town makes available medical insurance, including a prescription drug plan, to each full-time employee and to the Town Supervisor, Members of the Town Board, the Town Clerk, and the Superintendent of Highways. Such individuals may enroll their eligible family members. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

A Town Justice who was elected prior to January 1, 2012 will be included in those who are covered by this policy as long as such individual remains Town Justice.

For purposes of medical coverage, the definition of "full-time employee" shall include any employee hired before February 8, 2011 who has been receiving medical insurance benefits and are currently working less than thirty-five hours per week but at least thirty hours per week. In the event such employee should be regularly scheduled to work less than thirty hours per week, the employee will not be eligible for medical insurance benefits.

The Town Board may, at its sole discretion, change an insurance benefit plan at any time, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility.

5.2.2 Date Coverage Begins: Coverage begins on the first day of the month following the first day of active employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees, eligible Elected Officials, and their respective dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

5.2.3 Change in Insurance Plans: The Town Board may, at its sole discretion, change the medical insurance plan and/or prescription drug plan at any time, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility. *Changes in benefits for union-represented employees shall be in accordance with collective bargaining negotiations and/or procedures.*

5.2.4 Premium Payment (hired before 10-1-2012): For an employee hired into a full-time position before October 1, 2012: 1) the Employer will pay **one hundred percent** of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay **eighty-five percent** of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium (if any) will be deducted from the employee's regular paycheck.

5.2.5 Premium Payment (hired after 10-1-2012): For an employee hired into a full-time position on or after October 1, 2012: 1) the Employer will pay **eighty-four percent** of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay **sixty-nine percent** of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium will be deducted from the employee's regular paycheck.

5.2.6 Changes in Premium Contributions: The amount of the medical insurance premium an employee or Elected Official is required to contribute is subject to change by resolution of the Town Board.

5.3 Medical Insurance Buy-Out

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance Buy-out provisions set forth below and should refer to the collective bargaining agreement as it pertains to medical insurance buy-outs.*

5.3.1 Eligibility: An employee hired into a full-time position before October 1, 2012 who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. *An Elected Official is not eligible for the medical insurance buy-out.* To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan and will not be eligible for this buy-out. In such event, the employee premium contribution will be waived and the Town will pay one hundred percent of the cost of the monthly premium.

5.3.2 Amount of Buy-Out and Method of Payment: Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the employee's contribution to the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. In no event will the buy-out exceed \$10,000. For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.32 = \$3696 + \$1000 = \4696 . The buy-out is subject to applicable taxes.

5.3.3 Method of Payment: Partial payment of the buy-out (1/26th) will be made in the employee's regular biweekly paycheck for each pay period the employee is eligible for the buy-out.

5.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

5.4 Pre-Tax Medical and Dependent Care Expenses

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Pre-Tax Medical and Dependent Care Expenses provisions set forth below and should refer to the collective bargaining agreement as it pertains to pre-tax accounts.*

5.4.1 Eligibility: A full-time employee who has completed the probationary period or an Elected Official may enroll in a pre-tax reimbursement account in accordance with Section 125 of the Internal Revenue Service Code, provided all eligibility requirements of the plan are met and the requisite forms have been completed. The Town pays the administrative costs of the program.

5.4.2 Pre-Tax Insurance Premiums: A full-time employee or Elected Official may elect to pay the contribution towards the medical and dental insurance premiums with pre-tax dollars. Under the pre-tax insurance premium option, an employee's or Elected Official's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

5.4.3 Flexible Spending Accounts: An employee or Elected Official may elect to have a pre-determined amount deducted from the employee's or Elected Official's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account, dependent care flexible spending account, or both. Money set aside in an employee's or Elected Official's medical care flexible spending account may be used to cover certain medical, dental, and vision care expenses that are not reimbursable through the employee's or Elected Official's insurance plan(s). Money set aside in an employee's or Elected Official's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

An employee's or Elected Official's election for flexible spending accounts must be filed every year by December 15th.

5.4.4 Election Changes: Eligible employees or Elected Officials may enroll or decline coverage in the pre-tax reimbursement plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee or Elected Official may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the Internal Revenue Service. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event.

5.5 Continuation of Medical Insurance Benefits (COBRA)

5.5.1 Summary: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of medical insurance coverage at their own expense at group rates. This coverage, however, is only available when coverage is lost due to certain specific events.

More information may be found on the US Department of Labor website:

<http://www.dol.gov/ebsa/COBRA.html>

5.5.2 Important Time Limits: Qualified beneficiaries must notify the Office of the Town Supervisor of a qualifying event within **thirty** calendar days after an employee's death, termination, reduced hours of employment or entitlement to Medicare.

A qualified beneficiary must notify the Office of the Town Supervisor of a qualifying event within **sixty** calendar days after divorce or legal separation or a child's ceasing to be covered as a dependent under plan rules.

Employees and beneficiaries generally will be sent an election notice not later than **fourteen** calendar days after the Office of the Town Supervisor receives notice that a qualifying event has occurred. The individual then has **sixty** calendar days to decide whether to elect COBRA continuation coverage. The person has **forty-five** calendar days after electing coverage to pay the initial premium.

PART 6 MISCELLANEOUS

6.1 Anniversary Bonus

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the provisions set forth below and should refer to the applicable collective bargaining agreement as it pertains to anniversary bonus.*

6.1.1 An who has completed fifteen years of continuous employment with the Town will receive a one-time payment of five hundred dollars in the first pay period following the employee's fifteenth anniversary date.

An who has completed twenty years of continuous employment with the Town will receive a one-time payment of seven hundred and fifty dollars in the first pay period following the employee's twentieth anniversary date.

An who has completed twenty-five years of continuous employment with the Town will receive a one-time payment of one thousand dollars in the first pay period following the employee's twenty-fifth anniversary date.

An who has completed thirty years of continuous employment with the Town will receive a one-time payment of fifteen hundred dollars in the first pay period following the employee's thirtieth anniversary date.

To be clear, the above anniversary bonuses are not repetitive (paid each year) and are not cumulative.

6.2 Education Assistance

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the provisions set forth below and should refer to the applicable collective bargaining agreement as it pertains to reimbursement of college courses.*

6.2.1 Education and Training: Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee's present job. An employee must first seek approval from the Department Head and Town Supervisor before the request is presented to the Town Board.

6.3 Work Accoutrements

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the provisions set forth below and should refer to the applicable collective bargaining agreement as it pertains to work cloths and boot allowance.*

6.3.1 Work Clothes: An employee in a labor intensive position will receive a uniform replacement allowance of six hundred and ninety-five dollars per year. Five hundred dollars is allowed per year for uniforms and one hundred and ninety-five for boots. An employee may opt for boot allowance only, and receive uniforms from the Town.

If receiving the boot allowance, a one hundred and ninety-five dollar check will be issued, separate from normal payroll check and will be issued with the first payroll check in January. New employees will be pro-rated on time worked in the previous year; for example, an employee hired on June of a given year will receive a check in January of the following year for six months (\$97.48) and in January of the next year after that will receive the full allowance (\$195).

If receiving full clothing allowance, a check for two hundred and fifty dollars will be issued in the first payroll periods in January and in July separate from normal payroll check. Members may opt for uniforms through the Town at any six-month interval, or may opt to receive allowances at any six-month interval.

PART 7 RETIREMENT BENEFITS

7.1 New York State Employees' Retirement System

7.1.1 Summary: The Town participates in the New York State Employees' Retirement System. The Police and Fire Retirement System covers all sworn personnel in the Police Department, including the Chief of Police. Information pertaining to the retirement plans, including mandatory membership and optional membership, may be accessed through the following website:

<http://www.osc.state.ny.us/retire/members/index.htm>

7.2 Medical Insurance for Retirees

7.2.1. Coverage (retiree): The Town offers medical insurance and prescription drug coverage to eligible full-time employees who were **hired before February 8, 2011** after such employee retires from Town employment and are receiving retirement benefits under the New York State Retirement System. If elected before February 8, 2011, the Town Supervisor, the Superintendent of Highways, and the Town Clerk, but not other Elected Officials, are also eligible for this benefit, provided that such Elected Official has served in one or more of these respective positions for a minimum of twenty years, or has served in these respective positions in combination with regular full-time Town employment for a minimum of a combined twenty years, has retired from Town employment, and is receiving retirement benefits under the New York State Retirement System.

Notwithstanding the above, an elected official who is removed from office in accordance with Public Officers Law or an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

7.2.2. Coverage (retiree's spouse): Coverage is also available for the retiree's eligible spouse (or domestic partner) if the spouse (or domestic partner) was *eligible* for coverage under the Town's medical insurance plan on the retiree's last date of employment with the Town (or, for elected officials, the last date in office) **and** the spouse (or domestic partner) is not eligible to receive comparable medical insurance coverage under another plan. In the event the retiree predeceases the retiree's eligible spouse (or domestic partner), the spouse (or domestic partner) may continue medical insurance and prescription drug coverage provided the spouse (or domestic partner) pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse (or domestic partner) shall not be eligible for coverage except as provided under COBRA.

7.2.3 Eligibility: To be eligible for coverage, the retiree must meet each of these requirements: 1) retire directly from the Town; and, 2) have applied for and been granted a retirement benefit from the New York State Employees' Retirement System. For age requirements, see 7.2.6, below.

7.2.4 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan as it makes for employees who are not members of a collective bargaining unit and eligible elected officials, as if the retiree were still actively serving as an employee of the Town or elected official, as the case may be.

It is understood that the Town Board may, at any time and at its sole discretion, change the medical insurance or prescription drug plan, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility.

7.2.5 Medicare: Coverage under a medical insurance plan made available through the Town of Woodstock will continue until the retiree or eligible spouse (or domestic partner), as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse (or domestic partner) is required to enroll in a Medicare supplemental policy.

7.2.6 Premiums: For an eligible retiree **hired prior to February 8, 2011** who has at least **fifteen** years of continuous full-time service and retires at the age of **sixty-two** or older, the Town will pay one hundred percent (**100%**) percent of the premium of the medical insurance and prescription drug plan for the retired employee and fifty-five percent (**55%**) of the retired employee's dependent coverage.

For an eligible retiree **hired prior to February 8, 2011** who has at least **twenty** years of continuous full-time service and retires between the ages of **fifty-seven** and **sixty-two**, the Town will pay (**100%**) percent of the premium of the medical insurance and prescription drug plan for the retired employee and sixty-five percent (**65%**) of the retired employee's dependent coverage.

For an eligible retiree **hired prior to February 8, 2011** who has at least **twenty five** years of continuous full-time service and retires at the age of **fifty-seven** or older, the Town will pay (**100%**) percent of the premium of the medical insurance and prescription drug plan for the retired employee and seventy percent (**70%**) of the retired employee's dependent coverage.

For an eligible retiree **hired prior to February 8, 2011** who has at least **thirty** years of continuous full-time service and retires at the age of **fifty-five** or older, the Town will pay (**100%**) percent of the premium of the medical insurance and prescription drug plan for the retired employee and seventy percent (**75%**) of the retired employee's dependent coverage.

If an eligible retiree **hired prior to February 8, 2011** chooses to move to an area not served by the Town health insurance provider or has comparable medical insurance, the Town will contribute an equivalent monetary payment towards the cost of the outside provider to the retired employee.

Notwithstanding the above, the Town Board may, at any time and at its sole discretion, change the amount a retiree is required to contribute toward the cost of the medical insurance premium and/or prescription drug plan premium.

7.2.7 Use of Sick Leave Accruals: At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at fifty percent of the employee's rate of pay at the time of retirement.

If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums. For example: an employee who has accumulated the equivalent of 240 days of sick leave may elect to receive cash payment for 24 days, apply 165 days to increase service credit at retirement, and then apply the remaining 51 days toward monthly premium payments.

TOWN OF WOODSTOCK

COMPENSATION AND BENEFITS HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the Town of Woodstock Compensation and Benefits Handbook which communicates important information about the Town's employment policies and practices. I further acknowledge that I have read, or will read, the contents of the Compensation and Benefits Handbook and will contact the Town Supervisor if I have any questions.

I understand that the Compensation and Benefits Handbook does not create a contract of employment. I understand that the Town Board retains the right to interpret any part of the Compensation and Benefits Handbook and to amend or eliminate any part of the Handbook.

If I am covered by a collective bargaining agreement between the Town of Woodstock and an employee organization, I understand that in the event an expressed provision within the collective bargaining agreement should conflict with an employment policy or practice within the Compensation and Benefits Handbook, the expressed provision of the collective bargaining agreement will control. If not, unless expressly excluded within a given section of the Compensation and Benefits Handbook, the Compensation and Benefits Handbook will apply to all employees.

I agree to abide by the personnel policies, procedures, rules and regulations communicated in the Compensation and Benefits Handbook.

I understand that the Compensation and Benefits Handbook replaces any previous Handbook issued by the Town concerning the policies and practices contained within the Compensation and Benefits Handbook.

Employee name (please print)

Employee Signature

Date of Signature