

TOWN OF GARDINER

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The Town of Gardiner thanks you for your many contributions to Gardiner's residents. The Town Board recently updated the Town's employment policies. They are summarized in the new Employee Manual which contains two sections:

1. Compensation and Benefits
2. Employment Practices and Compliance

Both sections of the manual apply to all employees and, generally, elected and appointed officials, with the exception of Compensation and Benefits which DOES NOT apply to union members who are covered under the current, collective bargaining agreement.

As employees of the Town, we all take on the important role of serving all the residents and tax-payers of Gardiner. Together, our mission is to provide top quality, cost-effective services to everyone in the community.

The Employee Manual is designed to familiarize all of us with the terms of our employment, to ensure compliance with policies, to foster positive employee relationships, and to contribute to the overall success of the Town. Specific questions on employment matters should be addressed to the Town Supervisor.

Please sign the enclosed sheet indicating that you have read and understood the new Employee Manual. Please return your signed sheet to the Town Supervisor.

Thank you for your dedicated service to the Town and its residents.

The Town Board of the Town of Gardiner



TOWN OF GARDINER

COMPENSATION AND BENEFITS MANUAL

Approved by the Town Board May 5, 2015

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PART 1 INTRODUCTION

1.1 General Purpose of Manual

1.1.1 Statement of Purpose: The purpose of this Compensation and Benefits Manual is to communicate important information about specific employment policies and practices of the Town of Gardiner - particularly those that pertain to compensation, leave benefits, and medical insurance benefits.

1.1.2 Previous Manuals: This Compensation and Benefits Manual replace any previous manual issued by the Town of Gardiner concerning the policies and practices contained within this manual.

1.1.3 Questions: Questions regarding this manual should be presented to the Town Supervisor.

1.2 Compensation and Benefits Manual Disclaimers

1.2.1 Employment Contract: This Compensation and Benefits Manual 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 Manual 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 Manual.

1.2.3 Policy Interpretation: The Town Board may interpret any part of this Compensation and Benefits Manual and to amend or eliminate any part of this manual.

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

1.2.5 Collective Bargaining Agreements: This Compensation and Benefits Manual **does not apply** to an employee covered by a collective bargaining agreement with the Town of Gardiner.

1.3 Definitions

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

1.3.2 Full-Time Employee: For purposes of this Employment Policies and Practices Manual, 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 Employment Policies and Practices Manual, 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.

PART 2 COMPENSATION

2.1 Rates of Pay

2.1.1 Rate of Pay: An employee's rate of pay will be established by the Town Board.

2.2 Overtime

2.2.1 Summary: The Fair Labor Standards Act (FLSA) establishes overtime pay and record keeping 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: An employee may occasionally be required to work beyond the employee's scheduled work hours. However, an employee is not to work additional hours beyond the employee's scheduled work hours without the authorization from the appropriate Department Head.

An 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. Such employee may not receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek.

2.2.3 Flex-Time: An employee who would work more than forty hours in a given workweek may take an equally amount of time off in that same workweek rather than receiving overtime compensation. The time off must be approved by the appropriate Department Head.

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

2.3 Pay Period and Check Distribution

2.3.1 Payroll Period: Normally, employees are paid on a bi-weekly basis. The payroll period will begin Saturday at 12:00:01 a.m. and end fourteen calendar days later on Friday at 11:59:59 p.m. An employee's paycheck will be based on the amount earned during the preceding payroll period. Certain employees may be paid on a different schedule as established by the Town Board.

2.3.2 Payday: Under normal circumstances, paychecks will be issued on the Wednesday following the end of the payroll period. Payment shall be by direct deposit. In the event the payday is a designated holiday, paychecks will be distributed on the previous workday.

2.3.3 Authorized Check Release: The Town will not release a paycheck to anyone other than the employee unless the employee has submitted a signed, written authorization with the Bookkeeper.

3 PAID LEAVE

3.1 Holidays

3.1.1 Designated Holidays: The number and dates of observed holidays for a given calendar year will be established by the Town Board at the annual organizational meeting of the Town Board.

3.1.2 Holiday Pay: A full-time or part-time employee who **does not** work on a day designated as a holiday will be paid for the day at the employee's regular daily rate of pay, provided the employee was otherwise scheduled to work on that day. A temporary or seasonal employee is not eligible for holiday pay.

3.1.3 Holiday Pay Eligibility: An employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee is on a scheduled paid vacation.

3.1.4 Assigned to Work on a Holiday: A full-time or part-time employee 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 "holiday pay" **or**, with the approval of the Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and schedule another mutually agreed upon day off with pay within three months following the holiday. A temporary or seasonal employee who works on a designated holiday will be paid at the employee's regular rate of pay.

3.1.5 Holiday During Scheduled Leave: 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 other leave credits will not be charged for that day.

3.2 Vacation Leave

3.2.1 Allowance (Accrual System): A full-time employee is eligible for paid vacation leave in accordance with the vacation schedule listed below. A part-time employee regularly scheduled to work at least twenty hours per week will be credited with paid vacation leave in accordance with the vacation schedule prorated by the average number of hours the employee works in a workweek, with thirty-five equal to 100%.

	CREDITS PER MONTH
Upon hire through year of continuous service	2.92 hours
After completion of 1 year of continuous service (beginning of 2 nd)	5.83 hours
After completion of 6 years of continuous service (beginning of 7 th)	8.75 hours
After completion of 14 years of continuous service (beginning of 15 th)	11.67 hours

For example, an employee who has completed six years of continuous service on February 26th will see an increase in the number of hours credited from 5.83 hours per month to 8.75 hours per month on the first day of March; an employee who has completed fourteen years of continuous service on September 5th will see an increase from 8.75 hours per month to 11.67 hours per month on the first day of October.

3.2.2 Temporary or Seasonal Employees: A part-time employee regularly scheduled to work less than twenty hours per week, temporary employee, or seasonal employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided the individual has prior approval from the Department Head.

3.2.3 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, including an unpaid leave of absence due to a Workers' Compensation claim.

3.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of one hundred and forty hours. Any vacation credits in excess of one hundred and forty 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 one hundred and twenty calendar days.

3.2.5 Scheduling: An employee must receive prior approval from the appropriate Department Head to take vacation leave. The request should be submitted, in writing, to the Department Head at least forty-eight hours in advance. 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. Vacation leave may be limited to ten consecutive workdays at any one time. Vacation may be taken in increments of not less than one-half day (3.5 hours). An employee may take vacation leave only after it has been credited.

3.2.6 Termination of Employment - An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled 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 a settlement for unused vacation leave.

3.3 Sick Leave

3.3.1 Allowance (Monthly Accrual): A full-time employee will be credited with seven hours of paid sick leave each month. A part-time employee regularly scheduled to work thirty to thirty-four hours per week will be credited with six hours of paid sick leave each month. A part-time employee regularly scheduled to work twenty to thirty hours per week will be credited with four hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned.

3.3.2 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a full-time employee will be credited with forty-two hours of paid sick leave, a part-time employee regularly scheduled to work thirty to thirty-four hours per year will be credited with thirty-six hours of paid sick leave, and a part-time employee regularly scheduled to work twenty to thirty hours per year will be credited with twenty-four hours of paid sick leave.

3.3.3 Temporary or Seasonal Employees: A part-time employee 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 to take time-off without pay provided the individual has prior approval from the 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 of up to six months but not after six months or while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

3.3.5 Accumulation: There is no maximum accumulation of sick leave credits. 🟡

3.3.6 Use of Sick Leave: Sick leave is provided to protect an employee against financial loss during an illness or injury and not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave may not be used to extend a vacation. Sick time must be taken in one-half hour increments. An employee may take paid sick leave only after it has been credited.

3.3.7 Family Sick Leave: An employee may use accumulated sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean, without exception, the employee's parent, spouse, or child, including dependent-child and foster child.

3.3.8 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 an extended sick leave absence has been authorized, the employee must notify the Department Head **each** day of the absence. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

3.3.9 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 Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

3.3.10 Abuse of Sick Leave: An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

3.3.11 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for accumulated sick leave at the time of retirement. More information on 41-j may be found on the Office of the State Comptroller website:

[http://mvw.osc.state.nv.us/retire/publications/vol522/service credit/sick leave.php](http://mvw.osc.state.nv.us/retire/publications/vol522/service%20credit/sick%20leave.php)

3.3.12 Use of Sick Leave Accruals for Retiree Medical Insurance: Upon an employee's retirement in the New York State retirement system, the employee will be able to convert up to seven hundred and twenty-five hours of accumulated sick leave credits, at the employee's then current rate of pay, to pay for future premium payments for the medical insurance plan offered through the Town. The Town will administer such payments with the retiree's monthly premium payments being drawn each month from the retiree's accumulated sick leave credits.

3.3.13 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 sick leave credits (except as set forth in 3.3.12, above).

3.4 Personal Leave

3.4.1 Allowance (front-loaded): A full-time employee will be credited with twenty-eight hours of paid personal leave each year. A part-time employee regularly scheduled to work at least twenty hours per week will be credited with fourteen hours of paid personal leave each year.

3.4.2 Date Credited: An employee will be credited on the first day of January of each year for use during that year.

3.4.3 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. For example, a full-time employee who is hired on April 1st will be credited with twenty-one hours of paid personal leave; an employee who is hired on October 1st will be credited with seven hours of paid personal leave. Thereafter, the employee will be credited on the first day of January for use during that year.

3.4.4 Temporary or Seasonal Employees: A part-time employee 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 to take time-off without pay provided the individual has prior approval from the Department Head.

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

3.4.6 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies and **NOT** to extend a vacation or paid holiday. Personal time must be taken in hourly increments. An employee may take personal leave only after it has been credited.

3.4.7 Scheduling: An employee must receive prior approval from the appropriate Department Head to take personal leave. The request should be submitted, in writing, to the Department Head at least forty-eight hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. 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.

3.5 Bereavement Leave

3.5.1 Immediate Family: In the event of a death of a full-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 burial. The employee must have completed the probationary period to be eligible for this benefit.

For purposes of bereavement leave, "immediate family member", without exception, is defined as an employee's spouse or domestic partner, child (including step or foster), parent or legal guardian, sibling, grandparent, grandchild, and spouse's parents. Other in-laws shall not be considered immediate family.

3.5.2 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an "immediate family member". The request must be submitted, in writing, to the appropriate Department Head. The Department Head shall have total discretion in the approval of such additional unpaid bereavement leave.

3.5.3 Extended Family: A regular full-time employee may be granted two unpaid days leave for loss of a relative not considered immediate family. The request must be submitted, in writing, to the appropriate Department Head. The Department Head shall have total discretion in the approval of such unpaid bereavement leave.

3.5.4 Part-time, Temporary, or Seasonal Employees: A part-time, temporary, or seasonal employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the appropriate Department Head.

PART 4 DISABLED EMPLOYEES

4.1 Workers' Compensation

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

4.1.2 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Town Clerk on the proper form within twenty-four hours of the occurrence. The Town Clerk, or designee, will complete and submit the required forms.

4.1.3 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, and then vacation 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 covered by insurance and the employee will be re-credited with the proportional amount of leave.

4.1.4 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event 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 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 medical insurance coverage in accordance with federal and state laws.

4.2 Short-Term Disability

4.2.1 Coverage: The Town will make available a sort-term disability plan for non-job-related injuries or illnesses that meet 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 written report of the illness or injury on the proper application form to the Town Clerk 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 sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with the 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 will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

4.2.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event 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 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 federal and state laws.

PART 5 MEDICAL - DENTAL - VISION

5.1 Medical Insurance

5.1.1 Eligibility: The Town makes available a medical insurance plan and a prescription drug plan to each full-time employee and the employee's eligible family and to the Town Supervisor, Town Clerk, and Superintendent of Highways and each of those Elected Officials' 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.

5.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment (or first day in an elected position), provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application prior to the first day of employment. Enrollment in a medical insurance plan is not automatic.

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.

5.1.3 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.

5.1.4 Premium Payment (Full-Time Employees): For an eligible regular full-time employee hired **before** August 8, 2006, the Town will pay the **full premium** of the medical insurance plan for individual, two-person or family coverage, as the case may be.

For an eligible regular full-time employee hired on or **after** August 8, 2006 but before January 1, 2014, the Town will pay **eighty-five** percent of the premium of the medical insurance plan for individual, two-person or family coverage, as the case may be, and the employee will pay the remaining fifteen percent.

For an eligible regular full-time employee hired on or **after** January 1, 2014, the Town will pay **eighty** percent of the premium of the medical insurance plan for individual, two-person or family coverage, as the case may be, and the employee will pay the remaining twenty percent.

The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pretax basis in accordance with Section 125 of the Internal Revenue Code.

5.1.6 Premium Payment (Elected Officials): Beginning January 1, **2016**, the Town will pay **eighty** percent of the premium of the medical insurance plan for individual, two-person or family coverage, as the case may be, for the Town Supervisor, Town Clerk, and Superintendent of Highways. Notwithstanding the above, an eligible Elected Official who was in office **before** January 1, **2016**, the Town will continue to pay the same percentage of the premium that the Town paid prior to January 1, 2016.

The Elected Official's contribution to the medical insurance premium will be deducted from the Elected Official's regular paycheck. The Elected Official may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

5.1.6 Changes in Premium Contributions: The Town Board may, at its sole discretion, change the amount of the insurance premium an employee or Elected Official is required to contribute.

5.2 Dental and Optical

5.2.1 As part of the medical insurance plan, the Town offers a dental rider and vision rider to each eligible full-time employee and the employee's eligible family members and the Town Supervisor, Town Clerk, and Superintendent of Highways and each of those Elected Officials' eligible family members.

5.3 Medical Insurance Buy-Out

5.3.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits. 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 or Elected Official of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

Elected Officials are not eligible for this medical insurance buy-out.

5.3.2 Amount of Buy-Out: Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars.

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.

For another example, if there is no annual premium co-pay for the alternate plan, the amount of the buy-out would be $\$0 \times 1.32 = \$0 + \$1000 = \1000 . The buy-out is subject to applicable taxes.

5.3.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular paycheck for each pay period the employee is eligible for the buy-out.

5.3.4 Reinstatement: In the event the employee or Elected Official loses coverage under the alternate insurance plan, the employee or Elected Official 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 or Elected Official giving notice, provided the employee or Elected Official 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 or Elected Official 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

5.4.1 Eligibility: The Town will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each regular full-time employee, provided the employee meets all eligibility requirements for medical insurance

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 RETIREMENT BENEFITS

6.1 New York State Employees' Retirement System

6.1.1 Summary: The Town participates in the New York State Employees' Retirement System. 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/membersfindex.htm>

6.2 Medical Insurance for Retirees

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance for Retirees provisions set forth below.*

6.2.1 Hired or Elected before January 1, 2015: Upon retirement from the Town, the Town offers medical insurance and prescription drug coverage to eligible full-time employees who were hired before January 1, 2015 and eligible Elected Officials who were in elected office before January 1, 2015.

6.2.2 Dependent Coverage: Coverage is also available for the retiree's spouse and eligible dependents if they were covered under the Town's medical insurance plan at the employee's or Elected Official's date of retirement. In the event the retiree predeceases the retiree's eligible spouse and/or eligible dependents, the spouse and/or dependents may continue medical insurance coverage provided they pay the full cost of the premium. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

6.2.3 Employed on or After January 1, 1993: For a retiree who was hired (or elected) on or after January 1, 1993, the Town will pay **fifty percent** of the premium of the medical insurance plan and prescription drug plan for individual, two-person, or family coverage, as the case may be. The retiree will be responsible for all deductibles and co-insurance.

Eligibility: To be eligible for coverage, the retiree must be age sixty-two or older and must have at least ten years of continuous service with the Town. In addition, the employee or Elected Official must have applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

Employed on or after January 1, 2015: the retiree must meet all of these requirements: 1) have at least **twenty** years of benefit eligible service with the Town (service does not have to be continuous); 2) be at least **sixty-two** years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

6.2.4 Employed Before January 1, 1993: For a retiree who was hired (or elected) before January 1, 1993, the Town will pay the full premium of the medical insurance plan and prescription drug plan for individual, two-person, or family coverage, as the case may be. The retiree will be responsible for all deductibles and co-insurance.

To be eligible, the retiree must meet all of these requirements: 1) have at least **twenty** years of benefit eligible service with the Town (service does not have to be continuous); 2) be at least **fifty-five** years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

6.2.5 Change in Eligibility and Premium Contributions: Notwithstanding the above, the Town Board may, at any time and at its sole discretion, change the age and service eligibility requirements and/or the amount a retiree is required to contribute toward the cost of the medical insurance premium and/or prescription drug plan premium.

6.2.6 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan as is available for active employees. 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, co-payments, plan design, and carrier.

When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to enroll in a Medicare supplemental policy made available through the Town. The Town will NOT reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

6.2.7 Use of Sick Leave Accruals for Retiree Medical Insurance: Upon an employee's retirement in the New York State retirement system, the employee will be able to convert up to seven hundred and twenty-five hours of accumulated sick leave credits, at the employee's then current rate of pay, to pay for future premium payments for the medical insurance plan offered through the Town. The Town will administer such payments with the retiree's monthly premium payments being drawn each month from the retiree's accumulated sick leave credits.

TOWN OF GARDINER
COMPENSATION AND BENEFITS MANUAL
ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the Town of Gardiner Compensation and Benefits Manual 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 Manual and will contact the Town Supervisor if I have any questions. I understand that the Compensation and Benefits Manual 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 Manual and to amend or eliminate any part of the manual.

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

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

Employee name (please print)

Employee Signature

Date of Signature