

**TOWN OF
BEEKMAN
COMPENSATION AND
BENEFITS MANUAL**

Effective January 1, 2016

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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 Beekman - particularly those that pertain to compensation, leave benefits, and medical insurance benefits.

1.1.2 Previous Manuals: This Compensation and Benefits Manual replaces and supersedes the Town of Beekman Personnel Manual and any other previous manual issued by the Town of Beekman 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 by way of resolution 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 Beekman.

1.3 Definitions

1.3.1 Department Head: For purposes of this Compensation and Benefits Manual, “Department Head” will mean the Superintendent of Highways for those employees who maintain Town roads, the Town Clerk for all employees in the Office of the Town Clerk, the Town Justices for all employees of the Court, the Recreation Director for all employees in the Town’s recreation program, and the Town Supervisor for all other employees.

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 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.

2.1.2 Longevity: Only employees hired **before** January 1, 2010 are eligible for the following provision:

A full-time employee will be eligible for a longevity bonus of two hundred and fifty dollars to be paid on the first pay period following the anniversary date of the employee's tenth year of employment and again on the anniversary of each year thereafter until the employee has completed fifteen years of continuous service.

A full-time employee will be eligible for a longevity bonus of five hundred dollars to be paid on the first pay period following the anniversary date of the employee's fifteenth year of employment and again on the anniversary of each year thereafter until the employee has completed twenty years of continuous service.

A full-time employee will be eligible for a longevity bonus of seven hundred and fifty dollars to be paid on the first pay period following the anniversary date of the employee's twentieth year of employment and again each year thereafter on the anniversary of the employee's succeeding years of employment.

Part-time employees will receive equivalent longevity bonuses based on the employee's regular hours of work. Note: In the event a part-time employee moves into a full-time position, one year of "full-time" service will be credited for every 1820 hours (2080 hours for 40-hour workweek) of paid work and paid leave.

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 United States 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 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. All hours between thirty-five hours and forty hours will be paid at the straight time rate.

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

An FLSA exempt employee is to work the hours required to fulfill the employee's job responsibilities and will not receive extra pay, premium pay or "compensatory time" for any hours worked in excess of the employee's normal workday or workweek. FLSA-exempt titles are: Comptroller, Secretary to the Town Supervisor, Recreation Director, and Deputy Town Clerk.

2.2.3 Credit for Paid Leave: Holidays, vacation leave, and jury duty leave will be included as time worked in the computation of overtime. However, sick leave, personal leave, and bereavement leave will not be included 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 Sunday at 12:00:01 a.m. and end fourteen calendar days later on Saturday 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 Thursday following the end of the payroll period. Payment will be by direct deposit or check. 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.

PART 3 PAID LEAVE

3.1 Holidays

3.1.1 Designated Holidays: Prior to January 1st of each year, the Town will establish a holiday schedule that accounts for four-day workweek and five-day workweek schedules in which the total hours of “holiday pay” will be 91 hours (35-hour workweek) or 104 hours (40-hour workweek).

The following holidays will be observed:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Town will also provide two additional holidays of the Town’s choosing.

3.1.2 Holiday Pay: A full-time or part-time employee who **does not** work on a designated 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 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 appropriate Department Head, the employee will be paid for all hours worked at the employee’s regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within thirty calendar days following the holiday.

A temporary employee or seasonal employee who works on a designated holiday will be paid at the employee’s regular rate of pay.

3.1.4 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 (front-loaded on January 1st): A full-time employee will be credited with paid vacation time on January 1st of each year in accordance with the following schedule. A part-time employee who is regularly scheduled to work at least seventeen and one-half hours per week will be similarly credited with vacation leave on a pro-rated basis, with 35 hours equal to 100% (35-hour workweek) or 40 hours equal to 100% (40-hour workweek).

An employee who is to complete one year of continuous service will be credited with thirty-five hours (forty hours for 40-hour workweek) of vacation leave on the January 1st immediately preceding the employee's first anniversary date.

An employee who is to complete **two** years of continuous service will be credited with seventy hours (eighty hours for 40-hour workweek) of vacation leave on the January 1st immediately preceding the employee's second anniversary date and each January 1st date thereafter until the employee has completed **seven** years of continuous service.

An employee who is to complete **seven** years of continuous service will be credited with one hundred and five hours (one hundred and twenty hours for 40-hour workweek) of vacation leave on the January 1st immediately preceding the employee's seventh anniversary date and each January 1st date thereafter until the employee has completed **twelve** years of continuous service.

An employee who is to complete **twelve** years of continuous service will be credited with one hundred and forty hours (one hundred and sixty hours for 40-hour workweek) of vacation leave on the January 1st immediately preceding the employee's twelfth anniversary date and each January 1st date thereafter until the employee leaves employment.

3.2.2 New Employees: A new hire will be credited with vacation leave credits as follows:

Month Hired	Amount of Vacation
January & February	Five Days
March & April	Four Days
May & June	Three Days
July & August	Two Days
September & October	One Day
November & December	None

A newly hired employee may not use credited vacation leave until completion of thirty calendar days 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 to take time-off without pay provided the individual has prior approval from the Town Supervisor.

3.2.4 Accrual During Unpaid Leaves of Absence: An employee will not accrue vacation leave while the employee is on an approved unpaid leave of absence in excess of thirty calendar days. The employee's allowance will be adjusted on a prorated basis for a period equivalent to the time of such leave. For example, an employee who is on an unpaid leave of absence for four months will receive 66.67 percent of the employee's vacation leave allowance on January 1st of the next year.

3.2.5 Accumulation: A maximum of seventy hours (eighty hours for 40-hour workweek) of vacation leave credits may be carried over to the following year. Any vacation leave credits in excess of seventy hours (eighty hours for 40-hour workweek) remaining unused at the close of business on December 31st will be canceled.

3.2.6 Annual Buy-Back: Employees may elect to receive cash payment in lieu of time off for up to one-half of their annual vacation allotment to a maximum of thirty-five hours. Payment will be at the employee's rate of pay on December 31st. However, payment will be made in the second paycheck in the following January.

3.2.7 Scheduling: Vacations will be scheduled so as not to interfere with the operations of the department to which the employee is assigned. An employee must receive prior approval from the appropriate Department Head to take vacation leave. All requests for vacation must be in writing and made at least five workdays prior to the requested time off. Vacation leave will be limited to a two-week maximum, unless more time is approved by the appropriate Department Head. The Department Head has total discretion in the approval of vacation leave.

Vacation leave credits will be charged in **one-hour increments**. An employee may take vacation leave only after it has been credited.

3.2.8 Termination of Employment: Upon termination of employment, the employee will be paid on a prorated basis for any unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave credits.

3.3 Sick Leave

3.3.1 Allowance (front-loaded on January 1st): Full-time employees shall be credited with seventy hours (eighty hours for 40-hour workweek) of paid sick leave credits per year, which shall be credited on January 1st of each year. Part-time employees shall receive equivalent sick leave based on the employee's regular hours of work.

3.3.2 New Employees: New employees shall receive pro-rated sick leave credits for the first year, on a one-day per month basis, up to a maximum of seventy hours (eighty hours for 40-hour workweek) a year. A newly hired employee may not use accumulated sick leave credits until completion of six months of continuous employment, unless the employee submits medical verification from the treating physician for the date(s) of the absence.

3.3.3 Temporary or Seasonal Employees: A 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 appropriate Department Head.

3.3.4 Accrual During Unpaid Leaves of Absence: An employee will not accrue sick leave while the employee is on an approved unpaid leave of absence in excess of thirty calendar days. The employee's allowance will be adjusted on a prorated basis for a period equivalent to the time of such leave. For example, an employee who is on an unpaid leave of absence for four months will receive 66.67 percent of the employee's sick leave allowance on January 1st of the next year.

3.3.5 Accumulation: Employees may accumulate sick leave without limit.

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 leave credits will be charged in **one-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 step-child and foster child, and grandchild in the employee's care.

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.

No employee, while on sick leave from the Town, shall be elsewhere employed or engaged in any outside work or employment whatsoever during the same period that the employee would have been working. Employees, while on sick leave, must be able to verify the status of their conditions. Any employee found to be elsewhere employed or engaged in any outside work or employment while on sick leave from the town shall be subject to termination of employment.

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://www.osc.state.ny.us/retire/publications/vo1522/service_credit/sick_leave.php

3.3.12 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave. An employee who is recalled from a lay-off will be re-credited with the amount the employee had accumulated at the time of the layoff.

3.4 Personal Leave

3.4.1 Personal Leave Allowance (front-loaded on January 1st): Each full-time employee will receive twenty-eight hours (thirty-two hours for 40-hour workweek) of paid personal leave credits per year, which will be credited on January 1st of each year. For new hires, personal days will be pro-rated at the rate of one personal day per quarter or part thereof.

3.4.2 Part-Time, Temporary or Seasonal Employees: A part-time employee, 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 appropriate Department Head.

3.4.3 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.

3.4.4 Scheduling of Personal Leave: Personal leave may not be used to extend a vacation. An employee must receive prior approval from the appropriate Department Head, or designee, to take personal leave. The request must be submitted, in writing, at least twenty-four hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Town Supervisor, or designee, will have total discretion in the approval of personal leave.

Personal leave credits will be charged in **one-hour increments**. An employee may take personal leave only after it has been credited.

3.4.5 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 an employee's (full-time and part-time) "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 the date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" is defined as an employee's spouse, child (including step-child and foster-child), and parent (including step-parent and legal guardian).

3.5.2 Extended Family: In the event of a death of an employee's (full-time and part-time) "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 the date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" is defined as an employee's grandchild (including step-grandchild), grandparent, sibling, and spouse's parents. Other "in-laws" shall not be included in this definition.

3.5.3 Funeral Leave: In the event of a death of a regular full-time employee's brother-in-law or sister-in-law or a member of the employee's own household, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral.

3.5.3 Temporary and Seasonal Employees: A temporary employee 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 Office of the Town Supervisor on the proper form within twenty-four hours of the occurrence. The Office of the Town Supervisor, 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.

PART 5 MEDICAL – DENTAL - VISION - LIFE

5.1 Medical Insurance

5.1.1 Eligibility: Each full-time employee and the Town Supervisor, Members of the Town Board, Town Clerk, and Superintendent of Highways are eligible to participate in the medical insurance plan and a prescription drug plan made available through the Town.

A Town Justice who took office before August 1, 2015 is eligible to participate in the medical insurance plan and a prescription drug plan made available through the Town.

A Receiver of Taxes Justice who took office before August 1, 2015 is eligible to participate in the medical insurance plan and a prescription drug plan made available through the Town.

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 all eligibility requirements of the plan are met and the requisite forms have been completed. 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 employee hired before May 1, 2015, the Town will pay eighty-five percent (**85%**) and the employee will pay fifteen percent (**15%**) of the monthly medical insurance premium for individual or dependent coverage, as the case may be.

For an employee hired after May 1, 2015, the Town will pay eighty-two percent (**82%**) and the employee will pay eighteen percent (**18%**) of the monthly medical insurance premium for individual or dependent coverage, as the case may be.

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 pre-tax basis.

5.1.5 Premium Payment (Elected Officials): Beginning January 1, **2016**, the Town will pay eighty percent (**80%**) and the eligible Elected Official will pay twenty percent (**20%**) of the monthly medical insurance premium for individual or dependent coverage, as the case may be.

Notwithstanding the above, an Elected Official in a term that does not end on December 31, 2015, will continue to pay the same percentage of the monthly premium that was paid prior to January 1, 2016. When the term of such Elected Official ends, the above premium contribution will become effective at the beginning of the new term.

The Elected Official' 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.

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 make available a dental rider and vision rider to each eligible full-time employee and Elected Official. The employee or Elected Official is responsible for the payment of the monthly premium.

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 Continuation of Medical Insurance Benefits (COBRA)

5.4.1 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>

5.4.2 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.

5.5 Group Life Insurance

5.5.1 Coverage: The Town will provide each full-time employee hired before January 1, 2016 and each Elected Official who took office before January 1, 2016 with a twenty thousand dollar (\$20,000) group life insurance policy.

5.5.2 Premium Payment: The Town will pay the full 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/members/index.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 Eligibility (hired before January 1, 2000 or in elected office before August 1, 2015): Upon retirement from the Town, the Town offers medical insurance and prescription drug coverage to eligible full-time employees who were hired on or before January 1, 2000 and eligible Elected Officials who took office before August 1, 2015.

The eligible employee must meet all of these requirements: 1) hired before January 1, 2000; 2) have at least twenty years of full-time employment with the Town (service does not have to be continuous); 3) be at least fifty-five years of age; 4) retire directly from the Town; and, 5) have been granted a retirement benefit from the New York State Employees' Retirement System.

The eligible Elected Official must meet all of these requirements: 1) took office before August 1, 2015; 2) have at least twenty years of elected service with the Town (service does not have to be continuous); 3) be at least fifty-five years of age; 4) retire directly from the Town; and, 5) have been granted a retirement benefit from the New York State Employees' Retirement System.

The Town Board may, at any time and at its sole discretion, change the age and service eligibility requirements.

Notwithstanding the above, an employee who leaves employment due to disciplinary action will not be eligible for medical insurance or prescription drug coverage for retirees.

6.2.2 Dependent Coverage: Coverage is also available for the retiree's eligible spouse and/or eligible dependent if the spouse and/or dependent was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town and the spouse and/or dependent is not eligible to receive comparable medical insurance coverage under another plan. In the event the retiree predeceases the retiree's eligible spouse and/or dependent, the spouse and/or dependent may continue medical insurance and prescription drug coverage provided the spouse and/or dependent pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under federal or state law.

6.2.3 Insurance Plan: The Town Board may, at any time and at its sole discretion, change the medical insurance plan and/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, coverage will be provided by Medicare and the Town **will not** continue to make available a medical insurance plan or prescription drug plan to such person.

6.2.4 Premiums: For an eligible retiree, the Town will pay eighty-five percent (**85%**) of the premium of the medical insurance and prescription drug plan for individual coverage and fifty percent (**50%**) of the additional premium for dependent coverage.

When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, the Town **will not** continue to make available a medical insurance plan or prescription drug plan to such person, however, the Town **will** pay the monthly premium cost for Part B; (which for most people was \$104.90 per month in 2015).

TOWN OF BEEKMAN
COMPENSATION AND BENEFITS MANUAL
ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the Town of Beekman 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