



**FAMILY OF
WOODSTOCK, INC.**

**COMPENSATION AND
BENEFITS MANUAL**

Board Approved: March 20, 2017

V:\POLICIES AND PROCEDURES\PERSONNEL MANUAL\TRI-MANUAL

Contents

PART 1	INTRODUCTION.....	1
1.1	General Purpose of Manual	1
1.2	Compensation and Benefits Manual Disclaimers	1
1.3	Definitions.....	2
PART 2	COMPENSATION	1
2.1	Rates of Pay.....	1
2.4	Credit Union	2
PART 3	PAID LEAVE	1
3.1	Holidays.....	1
3.2	Vacation Leave.....	2
3.3	Sick Leave.....	3
3.4	Bereavement Leave	4
3.5	Leave for Voting	4
3.6	Leave for Jury Duty	4
3.7	Leave for National Guard or Military Reserve	5
3.8	Leave for Naturalization	5
PART 4	DISABILITY BENEFITS.....	1
4.1	Workers' Compensation Benefits.....	1
4.2	Short-Term Disability Benefits.....	1
PART 5	MEDICAL – DENTAL - VISION – LIFE- RETIREMENT.....	1
5.1	Medical Insurance	1
5.2	Medical Insurance Buy-Out.....	2
5.3	Dental Plan.....	2
5.4	Vision Plan	3
5.5	Pre-Tax Flexible Benefits Plan.....	4
5.6	Continuation of Medical Insurance Benefits (COBRA)	5
5.7	Life and Accidental Death and Dismemberment.....	5
5.8	Retirement.....	6
PART 6	UNPAID LEAVE OF ABSE	7
6.1	Personal Leave	7
6.2	Military Leave	7
6.3	Victim & Witness Leave	8
PART 7	POST-EMPLOYMENT BENEFITS.....	1
7.1	Termination of Employment	1
7.2	References	1

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 Family of Woodstock, Inc. as they pertain to compensation, leave benefits, and medical insurance benefits. All employees are expected to be familiar with the policies and procedures within this manual.

1.1.2 Individual Programs: The policies and procedures in this Compensation and Benefits Manual apply to all of the Agency's programs. Individual programs cannot develop alternative policies and/or procedures on their own. Individual programs may propose changes to this Compensation and Benefits Manual or new policies which relate to their specific program for review and approval by the Personnel and Finance committees.

1.1.3 Previous Manuals: This Compensation and Benefits Manual replaces any previous manual issued by the Family of Woodstock, Inc. concerning the policies and practices contained within this manual.

1.1.4 Questions: Questions regarding this manual should be presented to the Team Leader of Quality Assurance and Human Resources or the Director of Payroll.

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 Interpretation: The establishment of Agency policy is the responsibility of the Board of Directors. The implementation of those policies is the responsibility of the Agency's management team, which consists of the Executive Director, Team Leaders, and Program Directors. This group has the responsibility to interpret the policies and procedures in this manual.

The Executive Director will provide the final interpretation on personnel issues. That decision can be challenged. Staff (employees and volunteers) may present ideas and concerns to the Personnel Committee of the Board of Directors through the Dispute Resolution Procedure (see Part 6 of the Employment Practices Compliance Manual).

1.2.3 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 Executive Director may at its sole discretion, make exceptions - by way of resolution - to any part of this Compensation and Benefits Manual.

1.2.4 Policy Changes: This Compensation and Benefits Manual is subject to change at any time, depending upon the Agency's operational needs. The Agency will notify all staff of changes to this manual.

1.2.5 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.

1.3 Definitions

1.3.1 Full-Time Employee: For purposes of this Compensation and Benefits Manual, a “full-time employee” means an employee regularly scheduled to work thirty-five hours or more per week throughout the year.

1.3.2 Part-Time Employee: For purposes of this Compensation and Benefits Manual, the term “part-time employee” means an employee regularly scheduled to work less than thirty-five hours per week throughout the year.

Note: Benefits for part-time employees are pro-rated based on the number of hours regularly worked. While holiday, sick-time and vacation are granted to any employee who works any regular scheduled number of hours on an ongoing basis, medical, dental, vision, and retirement benefits are only available to employees that regularly work at least twenty hours per week throughout the year.

1.3.3 Temporary Employee: For the purpose of this Compensation and Benefits Manual, a “temporary employee” means someone employed on an as-needed basis, or to work on a special project for a limited duration, or to replace an employee who is on a leave of absence. Employment beyond any initially stated term does not in any way imply a change in employment status.

Note: Temporary employees are eligible for all legally required benefits, such as social security, Workers’ Compensation insurance, off-the-job disability insurance, and unemployment insurance, but are not eligible for any of Family’s other benefit programs.

PART 2 COMPENSATION

2.1 Rates of Pay

2.1.1 Rate of Pay: It is the policy of Family to compensate employees at the same level for equivalent responsibilities and job requirements. Salary levels are reviewed annually as part of the development of the following year's budget and are presented to and reviewed by the Finance Committees, which makes recommendations to the Board of Directors for approval.2.2 Premium Pay for Overtime

2.2.1 Summary: The Fair Labor Standards Act (FLSA) establishes overtime pay and record keeping standards. The Executive Director - in collaboration with the Personnel Committee of the Board of Directors, Team Leaders, and Program Directors - determines whether a position is FLSA exempt or FLSA non-exempt. 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-Exempt Employees: An FLSA-exempt employee is accountable for meeting work expectations, which may at times require the performance of duties and responsibilities for more than forty hours in a given work week. Such employee **will not** receive additional compensation - nor receive formal "compensatory time" - though such employees may adjust the work schedule as needed for any hours worked in excess of the employee's normal workday or workweek. Should an FLSA-exempt employee repeatedly work more than forty hours per week, the employee should discuss the situation with the appropriate Team Leader of the Executive Director.

2.2.3 Overtime Compensation - FLSA-Non-Exempt Employees: A full work week consists of forty hours for non-residential employees; or up to forty-four hours for residential employees who are scheduled to sleep during their work period. An FLSA-non-exempt employee may occasionally be required to work beyond the employee's scheduled work hours. All overtime must be pre-authorized by the Program Director or the appropriate supervisor.. Such approval must be acknowledged by the Executive Director and the appropriate Program Director's signatures on the employee's time record.

In accordance with the Fair Labor Standards Act, an FLSA-non-exempt employee is paid one and one-half times the employees regular hourly rate of pay for all authorized time **worked over forty hours in a given workweek**. In accordance with the FLSA, the employee may not receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek. However, the employee may with the appropriate supervisor adjust the work schedule during that workweek so as to not go over forty hours.

Notwithstanding the above, certain FLSA non-exempt employees may receive dual pays for two different responsibilities (e.g. sleep overs) in which such employee is paid one and one-half times the "weighted-average" of the two pays for all authorized time worked over forty hours in a given workweek.

2.2.4 Paid Leave as Time Worked: All paid time off - holidays, vacation leave, sick leave, personal leave, and bereavement leave **is not** considered as time worked in the computation of overtime.2.3 Pay Period and Check Distribution

2.3.1 Pay Period: The pay period begins Monday at 12:00:01 a.m. and ends seven calendar days later on Sunday at 11:59:59 p.m.

2.3.2 Pay Day: Payment for the pay period is on the Thursday following the end of the pay period. If the Thursday payday falls on a holiday, paychecks are available on the workday immediately preceding the holiday.

2.3.3 Distribution of Paychecks: Supervisors or their designees pick up and distribute paychecks. Unclaimed checks are mailed to the employee's home address, unless the employee has previously requested - in writing - that the Finance Department hold the check.

2.3.4 Authorized Release of Paychecks: Paychecks are only released to the payee/ employee directly. Paychecks are **not** released to other employees, family members, or friends without written authorization from the employee. Should there be any question about the validity of the signature presented as the employee's, Family reserves the right to not release the check to a third party other than the employee to whom payment is due. The designee receiving a paycheck must provide photo proof of identity (driver's license or state I.D. card) and sign acknowledging receipt if necessary.

2.3.5 Bank Deposits: An employee may designate - in writing to the Director of Payroll & Benefits - to deposit part or all of payroll checks into the employee's personal account with the Ulster Federal Credit Union or Ulster Savings Bank.

Note: These are not direct deposit electronic transfers, rather, a check is brought to credit union or bank by Thursday at noon and then the credit union or bank disburse the payment into the employee's personal account. These deposits are not guaranteed to be credited until Friday morning.

2.4 Credit Union

2.4.1 Ulster Federal Credit Union: Family is a participating employer in the Ulster Federal Credit Union. Employees are eligible to become members and to utilize its banking accounts, loans and any other services from the beginning of employment.

PART 3 PAID LEAVE

3.1 Holidays

3.1.1 Eligibility: Full-time employees and all part-time employees accrue paid holiday time commencing at the start of employment.

3.1.2 Allowance: For employees who **do not** work in a twenty-four-hour, seven-days-a-week program, the following are Agency holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Employees working in programs that operate 24 hours, 7 days a week work with their supervisor to determine when they will use their holiday time or work during the holiday.

Generally, a holiday that occurs on a Saturday will be observed on the preceding Friday and a holiday that occurs on a Sunday will be observed on the following Monday. However, any changes to this schedule will be determined by the Executive Director before January 1st of each year.

In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee receives holiday pay for the day and the employee's leave is **not** charged for that day.

Floating Holidays: In addition to the designated holidays listed above, such employees are credited with one "floating holiday" upon completion of each calendar quarter: The last pay period of the quarter, March, June, September and December.

3.1.3 Allowance (employed in 24-7 programs - quarterly accrual): Employees who work in a twenty-four-hour, seven-days-a-week program are credited with prorated "holiday leave" based on their normal work schedule.

Part-time employees are credited with holiday leave prorated by the hours regularly worked per week - with **forty hours** equal to 100%. For example: 24 hours per week divided by 40 hours multiplied by 88 hours equals 52.8 holiday time per year.

3.1.4 Accumulation of Holiday Time: Any holiday time remaining unused at close of business on December 31st are canceled.

3.1.5 Scheduling of Holiday Time Off: An employee must receive prior approval from the appropriate supervisor to take a floating holiday or holiday leave. The request **should be** submitted, in writing, as far in advance as possible. In the event more employees request holiday leave than minimum coverage permits, the supervisor will determine which employee will be

allowed leave. Holiday time is deducted from an employee's accrued time in **quarter-hour increments**.

3.1.6 Premium Pay for Certain Holidays (Assigned to Work): A full-time employee or part-time employee who works on major holidays (Thanksgiving Day, Christmas Day, or New Year's Day) is paid for all hours worked at one and one-half times the employee's regular rate of pay. The appropriate Program Director designates the 24-hour period to be considered as the "holiday".

3.1.7 Termination of Employment: An employee who leaves the Agency's employment - whether such employee resigns, retires, is laid off, or is terminated from employment due to disciplinary action - **will not** receive payment for unused holiday time.

3.2 Vacation Leave

3.2.1 Eligibility: Full-time and part-time employees accrue paid vacation after the employee has successfully completed the Orientation Period.

3.2.2 Allowance (quarterly accrual): Full-time and part-time employees who have completed the orientation period are credited with the hourly equivalent of one week of vacation upon completion of each calendar quarter on the last pay period of March, June, September, and December. The one week allowance is based upon the number of hours regularly scheduled to work throughout the year.

3.2.3 Accrual during Leaves of Absence: In the event an employee is absent from work *without pay* for more than ten calendar days in a calendar quarter, the allowance of vacation to be credited for the next quarter is adjusted on a prorated basis, with 65 days equal to 100%.

3.2.3 Carry-Over: An employee is to use all vacation time before the end of each calendar year. On December 31st of each year, an employee may carry-over the hourly equivalent of three weeks, including the week received at the end of December, into the next calendar year; all vacation time in excess of the hourly equivalent of three weeks are cancelled. A week of vacation time is based upon the number of hours regularly scheduled to work throughout the year.

Accumulation of vacation time beyond three weeks is subject to prior approval of the Executive Director. In such cases, a plan for utilization of accumulated vacation time will be required in writing.

3.2.4 Scheduling: An employee must receive prior approval from the appropriate supervisor to take vacation time. The request should be submitted, in writing, at least **two weeks** in advance. In the event more employees request vacation time than minimum coverage permits, the supervisor will determine which employee will be allowed the time off. An employee may take vacation time only after it has been accrued. Vacation is deducted from an employee's vacation time in **quarter hour increments**.

3.2.7 Termination of Employment: An employee who resigns, retires, or is laid off receives payment for up to **120 hours** of unused vacation accruals 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 time.

3.3 Sick Leave

3.3.1 Eligibility: Full-time and part-time employees receive paid pro-rated sick time upon hiring.

3.3.2 Allowance (semiannual accrual): Employees are credited with the hourly equivalent of two weeks of sick time - with one week credited on January 1 and one week credited on July 1. The one-week allowance is based upon the number of hours regularly scheduled to work throughout the year.

In uncommon circumstances, additional sick days up to a maximum of a full work week may be allowed by the Executive Director with the support of the Program Director and Team Leader. These additional days will not be allowed unless all but one week of accrued vacation time has been used. Medical verification may be required.

3.3.3 Accumulation: An employee may not accumulate sick time from year to year. Any sick time remaining unused at close of business on December 31st are cancelled.

3.3.4 Use of Sick Time: Sick time is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick time for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick time for medical and dental appointments that cannot be scheduled during non-work hours. An employee may take paid sick time only after it has been credited. Sick leave is deducted from an employee's sick time in **quarter-hour increments**.

3.3.5 Sick Leave for immediate family: An employee may use sick time 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 through the Family and Medical Leave Act. For purposes of family sick leave, "immediate family member" means the employee's spouse or domestic partner, parent, or child.

3.3.6 Notification of Sick Leave: In the event an employee must take sick time, the employee must, *if able*, contact or leave a message for the appropriate supervisor the night before - but **no later than one hour** before the employee's scheduled reporting time. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

3.3.7 Medical Verification of Illness or Injury: The Agency may require medical verification of an employee's absence if the Agency perceives the employee is abusing sick time or has used an excessive amount of sick time.

3.3.8 Medical Verification of Return to Duty: The Agency may also require that the employee submit a *Verification of Ability to Return to Work* form that the employee is able to return to work with or without restrictions.

3.3.9 Termination of Employment: Sick time is not a benefit and does not accrue. An employee who leaves the agency for any reason **will not** receive a settlement for unused sick time.

3.4 Bereavement Leave

3.4.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave time 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" means the following:

Spouse or Domestic Partner	Child (including step & foster)
Parent, Legal Guardian or Step-parent	Sibling or Step-sibling
Spouse's Parent	Grandchild
Grandparent	Child's Spouse

3.4.2 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation time or holiday time to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Program's Team Leader or the Executive Director.

3.5 Leave for Voting

3.5.1 Summary: In compliance with the New York Election Laws, an employee who is registered to vote in a state-wide election who does not have sufficient time outside working hours to vote receives a leave of absence without loss of pay or leave time for up to **two hours** between the time the polling place opens and closes, generally at the beginning or end of a scheduled shift.

3.5.2 Request for Leave: The request must be submitted, in writing, to the appropriate Program Director between two and ten days before Election Day. The Program Director may specify the hours during which the employee may be absent.

3.6 Leave for Jury Duty

3.6.1 Jury Duty: An employee who is required to serve on jury duty receives a leave of absence without loss of pay or accrued time. The employee must inform the Commissioner of Jurors that the employee is being compensated by Family of Woodstock, Inc.

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 their Program Director. The Program Director must send a copy of the Jury Duty Notice to the Payroll Department. In order to be paid for the time spent on Jury Duty, the time must be noted on the employees' time sheet.

3.6.3 Return to Duty: An employee serving on a jury must report to work on the days when the employee is not needed for jury service. 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.

3.7 Leave for National Guard or Military Reserve

3.7.1 Allowance: Full-time employees and part-time employees who have successfully completed the Orientation Period are eligible for a maximum of two weeks paid military service per calendar year for short-term military duty; i.e. participation in national guard and military reserves. Family reimburses the difference between the employee's military pay and regular Agency pay.

3.7.2 Notification of Call-Up: Employees who receive a summons to serve in the US government for military duty must immediately notify the appropriate supervisor, in writing, and provide a copy of the summons and the date(s) of the military leave requested.

3.7.3 Employee Benefits: Medical insurance, dental and vision benefits are continued for the two-week period of military duty.

3.8 Leave for Naturalization

3.8.1 Summary: An employee who completes requirements for citizenship and is scheduled for the naturalization ceremony may take a leave of absence without loss of pay or leave time for up to one day if the ceremony is scheduled during the employee's regular shift.

3.8.2 Request for Leave: The request must be submitted, in writing, to the appropriate supervisor.

PART 4 DISABILITY BENEFITS

4.1 Workers' Compensation Benefits

4.1.1 Summary: In accordance with New York State law, Family provides a Workers' Compensation plan for job-related injuries or illnesses.

4.1.2 Premium Payment: Family pays the full premium for Workers' Compensation insurance.

4.1.3 Reporting of Injury: If an injury occurs on the job, the Program Director must be informed immediately. The Program Director must then notify the Program's Team Leader, the Team Human Resources, the Director of Payroll and the Executive Director by submitting a completed injury report form indicating the nature of the injury and when appropriate an incident report.

When received, the Director of Payroll sends to the employee a notice of right to receive Workers' Compensation and an *Employee Claim Form (C-3)*. When these forms are completed and returned to the Director of Payroll, the C-3 form is submitted to the Agency's insurance company and the Workers' Compensation Board.

4.1.4 Use of Accrued Time: An employee may draw from the employee's sick time, then holiday time, and then vacation time 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 Agency is reimbursed for that portion of leave covered by insurance and the employee is re-credited with the proportional amount of leave.***

4.1.5 Continuation of Medical Insurance: Family continues medical insurance coverage for a qualifying event in accordance with the provisions of the Family and Medical Leave Act. The employee may continue medical insurance coverage in accordance with state and federal law (i.e. COBRA).

4.1.6 Return to Work: Once an employee has reported a job-related injury or illness, the employee is **not** allowed to return to work until a *Verification of Ability to Return to Work* form signed by a physician has been approved by the Team Leader of Human Resources.

4.2 Short-Term Disability Benefits

4.2.1 Summary: In accordance with New York State law, Family provides a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

Note: A disability is defined as the employee's inability to perform either their regular duties, or any other position Family may offer at the employee's regular wage during the disability period, or the duties of any employment for which the employee is reasonably qualified by training or experience. This also includes disability caused by or in connection with a pregnancy, although pregnancy in itself is not a disability under the disability law.

4.2.2 Date Coverage Begins: Full-time employees (age eighteen or over and not a high school student) are eligible for short-term disability benefits after four weeks of employment. Part-time and temporary employees are eligible after the twenty-fifth day of employment.

4.2.3 Premium Payment: Family pays the full premium for short-term disability insurance.

4.2.4 Reporting of Injury: If an employee is absent from work due to a non-job-related injury or illness, the Program Director must be informed immediately. The Program Director must then notify the Director of Payroll.

Within five business days after the seventh consecutive day of disability, the Director of Payroll sends to the employee a Notice of Right to receive short-term disability benefits and the relevant claim forms and medical verification forms. The employee must file appropriate forms within thirty calendar days of the disability. When these forms are completed and returned to the Director of Payroll, the forms are submitted to the Agency's insurance company.

The Agency's insurance carrier may require an employee who is collecting disability benefits to submit to a physical examination, no more than once a week, at no cost to the employee.

4.2.5 Use of Accrued Time: Disability benefits are not paid for the first week of missed work. An employee may draw from the employee's sick time, then holiday time, and then vacation time 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 Agency is reimbursed for that portion of leave covered by the insurance and the employee is re-credited with the proportional amount of leave.

4.2.6 Continuation of Medical Insurance: Family continues medical insurance coverage for a qualifying event in accordance with the provisions of the Family and Medical Leave Act. The employee may continue medical insurance coverage in accordance with state and federal law (i.e. COBRA).

4.2.7 Return to Work: An employee out on disability is **not** allowed to return to work until a *Verification of Ability to Return to Work* form has been approved by the Team Leader of Human Resources.

PART 5 MEDICAL – DENTAL - VISION – LIFE- RETIREMENT

5.1 Medical Insurance

5.1.1 Eligibility: Family makes available several medical insurance plans with prescription drug riders to full-time employees and on a prorated basis for part-time employees who are regularly scheduled to work at least twenty hours per week throughout the year.

Medical insurance is also available to an employee's eligible family members. For the purpose of medical insurance eligibility, the definition of family includes domestic partner (same sex or opposite sex partners) and children who reside with the couple. The insurance carrier requires documentation confirming financial interdependence for a minimum of six months.

In no event shall the Agency 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 begins after ninety days of employment, provided the successfully completed the Orientation Period and the employee has submitted the required application forms to the Director of Payroll. Thereafter, eligible employees may 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 Board of Directors may, at its sole discretion, change the medical and dental insurance plans and/or prescription drug plans at any time during the enrollment period, including, but not limited to: plan carrier; plan design; co-payments and deductibles.

5.1.4 Premium Payment (individual plans): For full-time employees, the Agency pays an established "base cost" for individual coverage that is based on the lowest cost plan offered.

For part-time employees, the Agency pays a percentage of the established "base cost". The percentage is prorated by the hours regularly worked per week - with **thirty-five hours** equal to 100%. For example: 24 hours per week divided by 35 hours equals 68.6%. The employee is responsible for balance which is deducted from the employee's weekly pay check.

The employee may elect to have such deduction made on a pre-tax basis.

5.1.5 Premium Payment (two-person & family plans): For full-time employees, the Agency pays a percentage of the additional cost for dependent coverage as set by the Board of Directors on a year-to-year basis.

For part-time employees, the Agency pays a percentage of the established "base cost". The percentage is prorated by the hours regularly worked per week - with **thirty-five hours** equal to 100%. For example: 24 hours per week divided by 35 hours equals 68.6%. The employee is responsible for the balance which is deducted from the employee's weekly pay check.

The employee may elect to have such deduction made on a pre-tax basis after being employed for six months.

5.1.6 Hospitalization and Specific Outpatient Procedures: The Agency will pay up to one thousand dollars (\$1000/year) copay for employees who are hospitalized during the calendar year; \$1000 for inpatient hospitalization or for the copay of specific outpatient procedures. Additional information may be received from the payroll department.

5.1.7 Changes in Premium Contributions: The Board of Directors may, at its sole discretion, change the amount of the medical insurance premium the Agency will pay toward the full amount of coverage.

5.2 Medical Insurance Buy-Out

5.2.1 Summary: A full-time employee who is eligible for medical insurance coverage made available through the Agency may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits.

Note: In the event an employee is married or is the domestic partner to another employee of the Agency 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 are not eligible for this buy-out.

5.2.2 Eligibility: 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 Agency and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Agency.

5.2.3 Amount of Buy-Out: Each year, an eligible employee receives two thousand two hundred fifty dollars (\$2,250) per year paid monthly.

5.2.4 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 Agency. Coverage begins 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. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

5.3 Dental Plan

5.3.1 Eligibility: Family makes available a dental plan to full-time employees and on a prorated basis for part-time employees who are regularly scheduled to work at least twenty hours per week throughout the year.

The dental plan is also available to an employee's eligible family members. For the purpose of dental insurance eligibility, the definition of family includes domestic partner (same sex or opposite sex partners) and children who reside with the couple.

5.3.2 Date Coverage Begins: Coverage begins on the first day of the month following three months of continuous employment, provided the successfully completed the Orientation Period and the employee has submitted the required application forms to the Director of Payroll. Thereafter, eligible employees may enroll in the dental 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.

5.3.3 Change in Insurance Plans: The Board of Directors may, at its sole discretion, change the dental plan during the annual enrollment, including, but not limited to: plan carrier; plan design; copayments and deductibles; and, eligibility.

5.3.4 Premium Payment (individual plans): For full-time employees, the Agency pays the full monthly premium for individual coverage.

For part-time employees working 20-34 hours, the Agency pays a percentage of the premium prorated by the hours regularly worked per week - with **thirty-five hours** equal to 100%. For example: 24 hours per week divided by 35 hours equals 68.6%.

5.3.5 Premium Payment (two-person & family plans): For full-time employees, the Agency pays a percentage of the additional cost for dependent coverage as set by the Board of Directors on a year-to-year basis.

For part-time employees working 20-34 hours, the Agency pays a percentage of the established "base cost". The percentage is prorated by the hours regularly worked per week - with **thirty-five hours** equal to 100%. For example: 24 hours per week divided by 35 hours equals 68.6%. The employee is responsible for the balance which is deducted from the employee's weekly pay check.

The employee may elect to have such deduction made on a pre-tax basis after being employed for six months.

5.3.6 Changes in Premium Contributions: The Board of Directors may, at its sole discretion, change the amount of the dental plan premium the Agency will pay toward the full amount of coverage.

5.4 Vision Plan

5.4.1 Eligibility: Family makes available a vision plan to full-time employees and on a prorated basis for part-time employees who are regularly scheduled to work at least twenty hours per week throughout the year.

The vision plan is also available to an employee's eligible family members. For the purpose of medical insurance eligibility, the definition of family includes domestic partner (same sex or opposite sex partners) and children who reside with the couple.

5.4.2 Date Coverage Begins: Coverage begins on the first day of the month following three months of continuous employment, provided the employee has successfully completed the Orientation Period and the employee has submitted the required application forms to the Director of Payroll. Thereafter, eligible employees may enroll in the vision 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.

5.4.3 Change in Insurance Plans: The Board of Directors may, at its sole discretion, change the vision plan during the annual enrollment period, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility.

5.4.4 Premium Payment (individual plans): For full-time employees, the Agency pays the full monthly premium for individual coverage.

For part-time employees working 20-34 hours, the Agency pays a percentage of the premium prorated by the hours regularly worked per week - with **thirty-five hours** equal to 100%. For example: 24 hours per week divided by 35 hours equals 68.6%.

5.3.5 Premium Payment (two-person & family plans): For full-time employees, the Agency pays a percentage of the additional cost for dependent coverage as set by the Board of Directors on a year-to-year basis.

For part-time employees working 20-34 hours, the Agency pays a percentage of the established "base cost". The percentage is prorated by the hours regularly worked per week - with **thirty-five hours** equal to 100%. For example: 24 hours per week divided by 35 hours equals 68.6%. The employee is responsible for the balance which is deducted from the employee's weekly pay check.

The employee may elect to have such deduction made on a pre-tax basis after being employed for six months.

5.4.6 Changes in Premium Contributions: The Board of Directors may, at its sole discretion, change the amount of the vision plan premium the Agency will pay toward the full amount of coverage.

5.5 Pre-Tax Flexible Benefits Plan

5.5.1 Summary: Family makes available a Flexible Benefits Plan provided through a third-party vendor. In compliance with Internal Revenue Service Code, Section 125, this plan consists of several parts that provide for pre-tax savings for employee-paid medical, dental and vision insurance premiums, dependent care expenses, certain unreimbursed medical, dental and vision expenses, cancer insurance, and a variety of other plans offered by the plan administrator.

5.5.2 Eligibility: Employees must meet all of these eligibility requirements: 1) regularly scheduled to work at least twenty hours per week throughout the year; and, 2) employed for six consecutive months.

5.5.3 Enrollment: Open enrollment into the plan is available each year before the plan anniversary date of March 1.

All new benefit-eligible employees must sign a form either accepting or declining enrollment. It is **not** optional for benefit-eligible employees to refuse to complete the form. Once enrolled, an employee automatically continues to be enrolled until the employee decides to opt out, *except*

that the election for unreimbursed medical expenses must be filed each year before the plan anniversary date of March 1.

Employees may make changes in their Flexible Benefits Plan during the annual open enrollment period, which is scheduled each year before the plan anniversary date of March 1

5.6 Continuation of Medical Insurance Benefits (COBRA)

5.6.1 Summary: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and New York State laws offer “qualified beneficiaries” the right to continue existing health insurance coverage, completely at their own expense, under certain qualifying conditions. All required premiums and administrative fees must be paid in a timely manner in order for coverage to continue.

An individual is a “qualified beneficiary” if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee, the spouse or domestic partner of a covered employee, or a dependent child of a covered employee.

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

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

5.6.2 Enrollment Information: The Director of Payroll will provide the employee with the enrollment forms and assist with the administrative and operational aspects of COBRA.

Enrollment is not automatic. The employee must complete the necessary enrollment forms and return all COBRA forms to the Director of Payroll within the time indicated. If the required forms or premium payments are not received at the time specified, medical insurance coverage is terminated.

A qualified beneficiary must notify the Director of Payroll within sixty calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the age limitations or educational status requirements established by the insurance plan. The Agency is **not** responsible for any loss of coverage resulting from failure by the employee to give notification of such an event.

5.7 Life and Accidental Death and Dismemberment

5.7.1 Summary: Family provides a life, accidental death, and dismemberment insurance policy up to the amount of \$10,000. The amount of the payout is reduced by 35% when the employee reaches the age of 65 and by 50% when the employee reaches the age of 70.

5.7.2 Eligibility: Employees must meet all of these eligibility requirements: 1) regularly scheduled to work at least twenty hours per week throughout the year; 2) at least eighteen years of age; and, 3) employed for three consecutive months.

5.7.3 Premium Payment: Family pays the full premium for life, accidental death, and dismemberment insurance if the employee works **twenty hours** or more per week.

5.8 Retirement

5.8.1 Summary: The Agency makes available an IRS approved 403(b) Tax Sheltered Annuity Retirement Plan through a third-party administrator. Elective contributions by the employee and Agency contributions are tax deferred and the funds compound tax-free. A summary plan description and summary annual report are available from the Director of Payroll.

5.8.2 Eligibility: Employees must meet all of these eligibility requirements: 1) regularly scheduled to work at least twenty hours per week throughout the year; and, 2) employed for six consecutive months or one thousand (1000) hours in a year.

5.8.3 Contributions: Family makes a contribution on behalf of eligible participants, whether they elect to contribute or not. The rate of Family's contribution for a given year is determined by the Board of Directors. Agency contributions begin to accrue after six months of employment and the first payment into the employee's retirement account is after seven months of employment. An employee is fully vested after three years of employment.

PART 6 UNPAID LEAVE OF ABSENCE

6.1 Personal Leave

6.1.1 Summary: Unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities (non-FMLA), and military leave without jeopardizing the employee's status within the Agency.

6.1.2 AWOL: Staff are expected to work the amount of hours committed to in the job description. Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Executive Director. Repeated taking time off without use of accrued time or without approval from the Executive Director will result in disciplinary action up to and including, but not limited to, suspension without pay and/or termination of employment.

6.1.3 Eligibility: Employees are eligible to apply for an unpaid leave of absence after completion of fifteen months of continuous employment. The maximum leave allowed is two months in a rolling 48-month period.

6.1.4 Request for Unpaid Leave: The employee must submit a request for unpaid leave - in writing - to the Executive Director as soon as reasonably possible prior to planned commencement of the requested leave. The Executive Director has total discretion in the approval of an unpaid leave of absence.

6.1.5 Employee Benefits: Medical insurance, dental, vision and life insurance benefits are continued during the month in which the unpaid portion of the leave begins and may be maintained by the employee for the remaining leave time. Vacation time and holiday time do not accrue during the leave.

6.1.6 Return to Work: During a granted unpaid leave an employee's job will be retained to the greatest extent possible. Where this is not possible, the employee will return to a different job at a similar level of responsibility and same rate of pay as when the employee went on leave.

An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization is conclusively presumed to have voluntarily resigned from employment.

6.2 Military Leave

6.2.1 Summary: Full-time employees and part-time employees who are called for military duty, whether drafted or enlisted, will be considered to be on a military service leave of absence provided the employee enters the service within thirty calendar days of leaving employment.

6.2.2 Notification: The employee must provide the appropriate supervisor with proof of entrance into service has been provided.

6.2.3 Return to Employment: Upon release for military duty, the employee will be eligible for reinstatement provided the application for reinstatement is made within ninety calendar days of discharge after four years of military duty (a maximum of five years if the employee is kept beyond a four year term).

6.3 Victim & Witness Leave

6.3.1 Summary: In compliance with the New York Penal code, Family recognizes employees' right to unpaid time off for the following reasons, with prior notice to the appropriate supervisor:

- 1) To exercise the employee's rights as a victim as provided by the criminal Procedure Law and the Executive Law;
- 2) Consult with the district attorney as provided in the Criminal Procedure Law; or,
- 3) Exercise rights as provided by law prior to appearing as a witness.

As defined by the law, "victims" include the aggrieved party or the next of kin of a deceased aggrieved party; the representative or guardian of a victim; a Good Samaritan (citizen who assists in an arrest or prevents a crime); or pursuing an application for or enforcement of an order of protection under the Criminal Procedure Law or the Family Court Act.

These approved leaves are unpaid, except for exempt employees where required by the Fair Labor Standards Act.

PART 7 POST-EMPLOYMENT BENEFITS

7.1 Termination of Employment

7.1.1 An employee who resigns, retires, or is laid off receives payment for up to **120 hours** of unused vacation accruals at the employee's then current rate of pay. Unused holiday time and sick time is not paid at the end of employment.

In the event an employee leaves employment due to disciplinary action, the employee **will not** receive a settlement for unused vacation time.

7.1.2 If an employee is being terminated from Family, the employee will be paid for two additional weeks so they may begin their search for new employment. This is referred to as "Termination Pay".

7.1.3 An employee who resigns, retires, or is laid off is entitled to one week of severance pay for every year of employment up to a maximum of three weeks, at the employee's current rate of pay. This severance pay is paid provided the employee gave a minimum of two weeks written, signed resignation notice and has completed the exit interview process. An employee may not receive more than three weeks' severance pay throughout the employee's history of employment with the Agency. The Agency does not pay into retire accounts when paying severance pay.

7.2 References

7.2.1 It is the choice of the employee, upon separation from employment with Family, whether a full reference will be given or solely dates of when the person worked for the Agency. If permission for a full reference is not given at the time of separation, only dates of employment will be given.