HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

MANAGEMENT/EXEMPT EMPLOYEES (EMPLOYMENT RULES AND BENEFIT GUIDELINES)

Effective May 16, 2019 (Revised May 14, 2019)

TABLE OF CONTENTS

TITLE/ARTICLE	PAGE #
NATURE OF EMPLOYMENT	3
	_
ARTICLE I – ATTENDANCE	3
1. Basic Work Week	3
2. Record of Attendance	3
3. Tardiness	3
ARTICLE II - ABSENCE WITH PAY	4
1. Weekends and Holidays	4
2. Vacation Leave	
3. Sick Leave	5-6
4. Personal Leave	6
5. Jury Duty	
6. Leaves Required By Law	
7. Other Leaves	
ARTICLE III - ABSENCE WITHOUT PAY	7
1. Family Medical Leave	
2. Leave for Pregnancy, Childbirth, Childcare, Adoption	
3. Unpaid Leave of Absence	
er enpara zeure er riesente minimi	,
ARTICLE IV - WORK PERFORMANCE	8
1. Probationary Period	
2. Evaluations	
3. Compensation	
4. Flexibility Clause	
5. Employee's Personal History Folder	
ARTICLE V - HEALTH INSURANCE	
1. Health Insurance	
2. Dental Insurance	
3. Vision Plan	
4. Health Insurance Upon Retirement	
5. Health Insurance Upon Death	10
ARTICLE VI - EMPLOYEE CONDUCT	
1. Ethics and Conduct	
2. Disciplinary Proceedings	11
3. Employee's Rights in Disciplinary Proceedings	
4. Grievance Procedures	12-15
ARTICLE VII - POLICIES	16
Resolution 05-58-12 Health Insurance	Attachment 17-19
ADTICLE VIII. ACKNOWLEDGEMENT AND DECEIDT OF EMDLOYEE	CHIDELINES 20

NATURE OF EMPLOYMENT

Employment with the Regulating District is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause, giving thirty (30) days notice.

The purpose of these Rules is to insure fair and equitable treatment of employees and to provide uniformity in matters of attendance and leave insofar as practicable and consistent with the efficient conduct of the Regulating District's business.

ARTICLE I - ATTENDANCE

1. Basic Work Week

The workday shall normally consist of seven and one-half (7 1/2) hours. Management Confidential employees shall be entitled to a lunch period. If, during the lunch period, the employee remains at the work site and available for work, such time shall be deemed a part of and included in computation of the 7 ½ hour work day. If, during the lunch period, the employee leaves the work site or is unavailable for work, such time shall be exclusive of the 7 ½ hour workday.

The workweek shall normally consist of five (5) consecutive days, Monday through Friday, and thirty-seven and one-half (37 1/2) hours. The workday shall begin at 8:30 AM and end at 4:30 PM for employees taking a lunch period, and begin at 8:30 AM and end at 4:00 PM for employees who remain at the work site and available for work, unless the Executive Director approves an alternate schedule equaling seventy-five (75) hours in a bi-weekly pay period.

2. Record of Attendance

Daily time records showing total hours worked by each employee shall be maintained. Time worked and time taken is recorded at the end of each pay period. The bi-weekly time sheet will be submitted to the appropriate Supervisor. (Management/Exempt employees shall receive work credit for lunch meetings and working lunches. A lunch where no official duties are performed does not qualify for work hours.) Each Management/Exempt employee's two (2) week pay period record shall reflect actual hours worked, holidays and leave taken.

3. Tardiness

Tardiness under normal circumstances is unacceptable. The District may establish rules and schedules consisting of penalties for unreasonable tardiness. Such penalties shall not preclude disciplinary action in cases of excessive tardiness.

ARTICLE II – ABSENCE WITH PAY

1. Weekends and Holidays

All weekends (Saturday & Sunday) and legal holidays enumerated herein shall be allowed as days off, or days shall be in lieu thereof.

Twelve (12) Holidays shall be granted to all employees.

News Year's Day Columbus Day

Martin Luther King, Jr. Day Election Day (Floater)

Veterans' Day Presidents' Day Memorial Day Thanksgiving Day

Fourth of July Friday after Thanksgiving

Labor Day Christmas Day

Normal protocol for holidays shall be consistent with Union Employees CSEA Contract. Thus, if a holiday falls on a Saturday, then the Friday before the holiday shall be designated as the holiday. If a holiday falls on a Sunday, then the Monday following shall be designated as the holiday.

Election Day will be a floating holiday. Floating Holiday Leave credits must be used in full (7.5 hours) day increments and if not utilized within 365 days they shall expire. Floating Holiday Leave credits may be used as the employee's supervisor may approve. The request must be made at least three (3) working days in advance.

2. Vacation

Employees of the District in service on the day preceding the effective date of these Rules shall be credited with their accumulated vacation and thereafter shall earn and accumulate vacation at the rates provided in these Rules.

Employees who entered the service of the District before July 1, 2005 shall be credited with twenty (20) days (one hundred-fifty hours) vacation, which is prorated in the first year based upon month of hire. Thereafter, such employee shall earn and accumulate vacation credits on the first payroll day of each year. In the last year of employment with the District, if an employee separates prior to the end of the year, the employee's vacation days shall be prorated based upon the month of separation.

Employees who enter the service of the District on or after July 1, 2005 shall earn and accrue vacation leave as follows:

Years one through seven -3.75 hours per bi-weekly pay period. Years eight and thereafter -5.75 hours per bi-weekly pay period. District employees who retire or resign will be paid up to a maximum of forty (40) days (three hundred hours) of vacation leave.

District employees may not exceed the maximum of forty (40) days (three hundred hours) of accumulated vacation leave as of the last pay period of any calendar year.

For the purpose of determining vacation days, a new employee with prior service with New York State or a political subdivision thereof, will have the option of receiving vacation credits at the same rate as in that previous employment, not to exceed 5.75 hours per bi-weekly pay period.

For all employees, the time at which vacation may be drawn shall be subject to the prior approval of the Executive Director or employee's supervisor. Vacation leave may be applied for in increments of 1 hour.

Management/Exempt employees will be permitted to exchange up to five days of accrued vacation leave credits for an equivalent amount of cash, payable December 1 at the employee's rate of pay on the preceding October 1. To participate, eligible employees must have 35 or more days of such credits during the annual election period; October 1 to October 15.

3. Sick Leave

Sick Leave is absence with pay necessitated by the illness or other physical disability of the employee's spouse or the employee's minor and dependent children and stepchildren.

Sick leave may be applied for in increments of 1 hour. When an employee's use of sick leave appears to be excessive or there is a pattern of usage, the Executive Director may require satisfactory medical documentation before approving a charge against sick leave.

Employees who do not have enough credits to cover an absence due to illness and have exhausted all other leave credits may be advanced up to five days of sick leave (extended sick leave) for personal illness. These days must be repaid as soon as possible following a return to work. Upon separation from the Regulating District, any deficits shall be reconciled with the employee's final check.

Permanent, non-probationary employees who have at least one year of District service are eligible for sick leave at half pay after exhausting all leave credits. For each completed six months of District and/or New York State service, the employee may be eligible for one biweekly payroll check at half pay.

For employees hired before July 1, 2005:

Employees shall be entitled to thirteen (13) sick days (97.5 hours of sick leave) per year.

Like vacation days, sick days will be prorated in the first and last years of the employee's service with the District.

Unused sick leave may be accumulated to a maximum of 265 days. An employee who retires directly from District service may receive a cash payment of up to 100 days of unused sick leave.

For employees hired on or after July 1, 2005:

Employees shall earn and accumulate 3.75 hours of sick leave per bi-weekly pay period. Unused sick leave may be accumulated to a maximum of 265 days. An employee who retires directly from District service may use up to one hundred sixty-five (165) days of unused sick leave for retirement service credit on a day-to-day basis.

District employees may not exceed the maximum of two hundred sixty-five (265) days of accumulated sick leave as of the last pay period of any calendar year.

4. Personal Leave

Each employee shall be entitled to five (5) days personal leave per year, which shall be non-cumulative. Like vacation days, personal days will be prorated in the first and last years of the employee's service with the District.

Personal leave may be applied for in increments of not less than 1 hour. Time off must be requested in writing and approved by supervisor.

5. Jury Duty

On proof of the necessity of jury service or other order of the court, the Board shall grant an employee a leave with pay.

6. Leaves Required By Law

The Board shall grant any authorized leave of absence with pay/without pay, required by law.

7. Other Leaves

Employees are also eligible for leaves for a variety of other purposes, including Civil Service examinations, civil defense duty, ordered military duty, bone marrow and organ donation, and professional examinations and meetings. With respect to attendance at professional meetings, conferences or seminars, employees may be allowed time off from work without charge to leave credits at the discretion of the District. This policy neither limits nor guarantees the amount of time that may be approved for such purposes.

ARTICLE III - ABSENCE WITHOUT PAY

1. Family Medical Leave

All employees are eligible for a twelve (12) week Family Medical Leave without compensation. All unused vacation, personal and/or sick time may be added to this to extend this time period.

2. Leave for Pregnancy, Childbirth, Child Care, and Adoption

Pregnancy and childbirth are treated in the same manner as any other disability and in accordance with the above sick leave provisions. An employee, male or female, must be granted, upon request, a leave of absence without pay for child care purposes for up to seven months following delivery. Leave beyond this period may be granted at the discretion of the Executive Director. In cases of adoption, unpaid child care leave for either parent will be granted for a total of up to seven months. Absences for child care and adoption purposes may be charged to vacation, overtime compensatory time, or personal leave credits.

3. Unpaid Leave of Absence

The Board may thereafter place the employee on leave at any time when, in its judgment, the interest of either the District or the employee would be best served by such action.

A leave of absence without pay or resignation followed by reinstatement or reemployment in State service within one year does not constitute an interruption of continuous District service for the purpose of determining vacation credits. Unpaid leave for more than six months, however, will not be counted in determining eligibility for additional vacation credits.

ARTICLE IV – WORK PERFORMANCE

1. Probationary Period

New employees of the District shall serve a probationary period for six (6) months. Such employees shall become permanent in their title upon satisfactory completion of probationary period.

2. Evaluations

New employees will be evaluated prior to the end of the six month probationary period.

All employees are evaluated in April of each year. The written performance appraisal includes but is not limited to: Work Performance, Attendance and Attitude. The results of the written performance appraisal are discussed with each employee. The written performance appraisal is placed in the employee's personal history folder and a copy is given to the employee. The Board will be advised of all employee evaluations.

3. Compensation

Changes in compensation shall be at the recommendation of the Executive Director, subject to approval of the Board.

4. Flexibility Clause

In order to achieve efficiency of operations, employees may be required to perform duties for which they are qualified but lie outside their traditional job duties, from time to time as conditions warrant. The existing duties of each job however, continue to be the primary duties of employees in their respective job.

5. Employee's Personal History Folder

Only one official personal history folder is to be maintained for an employee. It will be kept either at the Hudson River Area Office or the Black River Area Office. This folder should contain copies of personnel transactions, and all documents, memoranda, and correspondence relating to the employee's job performance, including written performance appraisals. Copies of such documents, memoranda, and correspondence should be provided to the employee at the time it is placed in the personal history folder. An employee is to be given the opportunity to review his or her personal history folder in the presence of an appropriate agency official within three working days of a written request to do so. In the event that the folder is kept other than at the employee's work location, up to five working days notice may be required. An employee has the right to place in the personal history folder a written response to any material he or she deems to be adverse, with such response being attached to the document at issue.

ARTICLE V – HEALTH INSURANCE

1. Health Insurance

For employees hired before July 1, 2005:

The District agrees to pay 100% of the individual Health Insurance Plan and 100% of the dependents' Health Insurance Plan.

For employees hired on or after July 1, 2005:

The District agrees to pay 90% of the individual Health Insurance Plan and 90% of the dependents' Health Insurance Plan.

For all management/exempt employees this agreement applies to the current statewide plan, a plan with comparable benefits, and a Health Maintenance Organization (HMO) plan, of the employees choice, not to exceed the District's primary plan.*

2 Dental Insurance

The District agrees to provide to its employees the full paid Dental Insurance Plan offered by CSEA, known as the Dutchess Plan. The District agrees to pay 100% of the individual's premium and 100% of the family's premium under this plan.

3 Vision Plan

The District agrees to pay 100% of the Platinum 12 Vision Care Program as provided under CSEA Employee Benefit Program effective July 1, 1991.

The District agrees to additional riders on the Vision Plan (High Index and Transition Lenses).*

*Sub-section 1., 2., and 3., are governed by Resolution 05-58-12. (A copy is attached and made a part hereof.)

4. Health Insurance Upon Retirement

For employees hired before July 1, 2005:

The District agrees to pay 100% of the employee's individual/or family Health Insurance premiums upon the employee's retirement with the District.

For employees hired on or after July 1, 2005:

The District agrees to pay 90% of the employee's individual/or family Health Insurance premiums upon the employee's retirement with the District.

The District also agrees to pay 100% of all employees' Dental and Vision Care premium as set forth in Resolution 05-58-12. (A copy is attached and made a part hereof.)

5. Health Insurance Upon Death

If an employee dies while employed by the District, his/her spouse and family will be entitled to Health, Dental and Vision Care Insurance coverage as set forth in Resolution 05-58-12.

(A copy is attached and made a part hereof.)

ARTICLE VI – EMPLOYEE CONDUCT

1. Ethics and Conduct

The successful operation and reputation of the Regulating District is built upon the principles of fair dealing and ethical conduct of our employees. Our integrity and excellence requires careful observance of the spirit and letter of all applicable laws, rules, regulations and Regulating District policies, as well as a scrupulous regard for the highest standards of conduct and personal integrity. Employees are to refrain from any illegal, dishonest or unethical conduct. The use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. Our continued success is dependent upon the public's trust and we are dedicated to preserving that trust. Employees owe a duty to the Regulating District and the people of the State of New York to act in a way that will merit the continued trust and confidence of the public. Disregarding or failing to comply with these standards of ethics and conduct could lead to disciplinary proceedings.

2. **Disciplinary Proceedings**

Possible disciplinary proceedings are as follows:

- (a) Counseling by the employees immediate supervisor An informal discussion or written memorandum. Oral warning Notifies the employee that performance or behavior must be improved after informal counseling has failed to produce results.
- (b) Written warning A formal notice to the employee that further disciplinary proceedings will be taken unless performance or behavior improves.
- (c) Suspension Time off without pay to be used in cases of repeated abuses of District policies or work rules.
- (d) Termination/Discharge Termination of employment is used when the employee has been given the opportunity to meet performance and/or behavior standards and in management's evaluation has failed to do so. Termination/Discharge may also be used for a first offense when the violation is so severe that no other response is appropriate.

All employees must realize that these steps are general guidelines and are not mandatory.

These options need not be exhausted prior to termination.

3. Employee's Rights in Disciplinary Proceedings

Disciplinary proceedings will be conducted by the employee's supervisor or the Executive Director. If an employee disagrees with the disciplinary action, the employee (aggrieved party) may appeal.

The aggrieved party, if not satisfied with the decision, within five (5) working days, may request a review by the Executive Director. Such request is to be in writing with a copy to the immediate supervisor. The Executive Director shall render a decision in writing within five (5) working days.

The aggrieved party, if not satisfied with the decision, within five (5) working days, may request a review by the Board. Such request is to be in writing to the Executive Director who will provide it to the Board. The Board shall review the decision at one of its next two Board meetings and will render a final decision in writing within five (5) working days of the Board meeting when the appeal is considered.

The aggrieved party, if not satisfied with the decision, and if subject to a disciplinary action resulting in Suspension or Termination/Discharge is entitled to representation rights and to a hearing on stated charges before an impartial hearing officer selected from a list maintained by the Public Employee Relations Board (PERB) who is acceptable to both parties.

The burden of proving employee incompetence or misconduct lies with the official or supervisor who filed the written charges.

4. Grievance Procedure

GRIEVANCE PROCEDURE

PREAMBLE

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint and reprisal.

SECTION I

DEFINITIONS

- A. Employee shall mean any Management/Exempt employee of the Regulating District.
- B. Employer shall mean the individual designated by Management to review and resolve the grievance.
- C. Grievance shall mean any claimed violations, misinterpretation or inequitable application of these Management/Exempt Employees' Employment Rules and Benefit Guidelines, any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety.
- D. Supervisor shall mean the employee on the next higher level of authority above

the employee wherein the grievance exists and who normally assigns and supervises the employee's work and is designated by the Employer.

E. Days shall mean all days other than Saturdays, Sundays and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

SECTION II RIGHTS OF THE PARTIES

A. Rights of Grievant

- 1. The Grievant shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
- 2. The Grievant may select any representative(s) to assist him in the processing and/or preparing of grievances.
- 3. The Grievant shall have access to all written statements, records and materials relating to the grievance, except reports to the Employer from its agents, investigations of grievances by the Employer, or opinions of Counsel of the District.
- 4. The Grievant shall have the right to submit briefs to support or refute allegation of any party in a grievance.
- 5. The Grievant shall be given three (3) work days notice of the time, date and place of the hearing, conference or meeting.

B. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer, or his representative, fails to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects, final and binding upon the parties.

SECTION III PRESENTATION

Step One

1. An employee(s) who claims to have a grievance shall present his grievance to his supervisor in writing within fifteen (15) work days of its occurrence.

2. The immediate supervisor shall meet with the parties to resolve the grievance within five (5) work days after the request for the meeting. He shall render a decision in writing within five (5) work days thereafter, a copy of which is sent to the employee(s).

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may, within five (5) work days, request a review by the Executive Director. Such request is to be in writing with a copy to the immediate supervisor. The Executive Director shall convene a hearing within five (5) work days after receipt of the request for said hearing. The Executive Director shall render a decision in writing within five (5) work days after the hearing, copies to be sent to the aggrieved party.

If the immediate supervisor of the aggrieved party is the Executive Director, the grievance shall go directly from Step One to Step Three.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may, within five (5) work days, request in writing, a hearing before the Chair of the Board Committee overseeing the employee's department or area, or another Board member designated by the Chairperson of the Board. The requested hearing shall be held within twenty (20) work days after it is received and a decision shall be made within five (5) work days thereafter, copies of the decision to be sent to the aggrieved party.

Step Four

The aggrieved party may appeal an unsatisfactory decision at Step Three to an arbitrator selected from a list maintained by the Public Employment Relations Board (PERB) subject to its rules. The decision arrived at shall be final and binding upon both parties.

The fees and expenses of the arbitrator shall be borne equally by the parties (grievant and Employer).

The arbitrator shall hold a hearing within twenty (20) work days after he has been selected and shall render a decision within twenty (20) work days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, not to render any decision which conflicts with any law or regulation. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became aware of the grievance, except when the grievance involves cash pay earned but not received.

GENERAL CONSIDERATION

- 1. All grievance discussions, meetings, conferences or hearings shall be conducted during the normal workday, unless mutually agreeable by the grievant and the Employer.
- 2. The time limits at any step(s) may be extended by written mutual consent of the parties.
- 3. All matters of discipline resulting in suspension without pay or termination/discharge of any employee shall be subject to the grievance procedure.

ARTICLE VII - POLICIES

The Regulating District has the following Policies (as set forth in Resolutions passed by the Board) which are given to each employee that must be read and understood.

Attachment A - Resolution # 05-58-12 - Health Insurance

Resolution #95-05-03 - Substance Abuse Policy

Resolution # 00-50-12 - Policy on Drug and Alcohol Testing

Resolution # 00-22-05 - Sexual Harassment Policy

Resolution #98-11-04 - Vehicle Policy

Resolution # 05-52-11 Computer Technology Acceptable Use Policy

RESOLUTION AUTHORIZING THE REGULATING DISTICT TO EXTEND FULL HEALTH, DENTAL AND VISION CARE INSURANCE PLAN BENEFITS TO CERTAIN DISTRICT PERSONNEL NOT COVERED BY THE REGULATING DISTRICT'S COLLECTIVE BARGAINING AGREEMENT WHO RETIRE, DIE OR OTHERWISE SEPARATE FROM DISTRICT SERVICE

WHEREAS, the Regulating District personnel who are covered under the District's collective bargaining agreement have certain collective bargaining rights as it relates to accumulated unused sick leave, accrued vacation time and health insurance options upon retirement, death or separation from employment; and

WHEREAS, the Regulating District's Board desires to establish policy regarding insurance benefits for non-collective bargaining unit employees; and

NOW THEREFORE BE IT RESOLVED, that full Regulating District health, dental and vision care insurance plan benefits be extended to all actively enrolled Regulating District employees and their dependents not covered by the Regulating District's collective bargaining agreement upon their retirement, death or separation from the Regulating District service under the following circumstance(s):

- I. Said benefits shall continue during the period of retirement of the Regulating District retiree and upon his or her death said benefits shall continue for the retiree's dependent(s) so long as they would have been eligible had the retiree not died, subject to the limitations hereinafter specified.
- II. Said benefits shall continue for the eligible dependent(s) of an actively enrolled employee not covered by the collective bargaining agreement upon his or her death so long as the dependent(s) would have been eligible had the employee not died, subject to the limitations hereinafter specified.
- III. Said benefits shall continue for an enrolled, active employee not covered by the collective bargaining agreement and his or her dependent(s) upon the employee's separation from Regulating District service for any reason other than death, subject to the limitations herein after specified.
- **IV.** The following limitations shall apply to the aforementioned extension of coverage for actively enrolled Regulating District employees who must have completed at least one (1) full year of continuous Regulating District service and their dependents not covered by the District's collective bargaining agreement;
 - A. For Regulating District employees hired prior to July 1, 2005:

The actively enrolled Regulating District retiree or deceased employee, shall have

completed a period of continuous service not less than one (1) full year and have at least ten (10) years of credited service with the Regulating District and/or New York State Employees' Retirement System, New York State Teacher's Retirement System or a political subdivision of New York State. If the period of credited service is less than ten (10) years, then the extended benefits shall continue on the basis of one (1) month for each completed month of District service prior to separation by retirement or death only.

For Regulating District employees hired on or after to July 1, 2005:

The actively enrolled Regulating District retiree or deceased employee, shall have completed a period of continuous service not less than three (3) full years and have at least ten (10) years of credited service with the Regulating District and/or New York State Employees' Retirement System, New York State Teacher's Retirement System or a political subdivision of New York State. If the period of credited service is less than ten (10) years, then the extended benefits shall continue on the basis of one (1) month for each completed month of District service prior to separation by retirement or death only.

- B. Regulating District employees who:
 - 1. Are terminated from Regulating District service, or
 - a. Voluntarily separate from Regulating District employment, or
 - 2. Employee who has completed less than one (1) year of continuous Regulating District service:
 - will upon separation from the Regulating District, receive one (1) full month of Regulating District paid health benefit coverage.
- C. Eligibility for extension of coverage for separated actively enrolled employees shall terminate at time during the period of extension if such separated actively enrolled employee or dependent becomes eligible for similar health insurance coverage through other employment/retirement, and has not availed him/herself of eligible coverage.
 - 1. If separated employee/retiree or dependent becomes eligible for similar health insurance coverage through other employment, and said benefit cost of similar coverage is in excess of Regulating District cost for similar coverage, then the Regulating District agrees to reimburse member/retiree (on a quarterly basis) for personally incurred additional costs. Reimbursement will only occur when proof of expenditure(s) are properly and timely presented to the Regulating District for payment.
 - 2. Regulating District further agrees to make available to actively enrolled employee the optional coverage available to Regulating District employees at

- the time of separation, which are not part of member/retiree benefit package through other employment (i.e., dental and/or vision care insurance).
- D. The coverage of a surviving spouse may be continued only so long as he or she remains unmarried. Coverage for dependent children may be continued as long as the children satisfy the dependent eligibility requirements of the Regulating District's health, dental and vision care programs.
- E. For the purposes of extension of benefits, an employee is considered "actively enrolled" upon completion of at least one (1) full year of covered benefit plan participation.

BE IT FURTHER RESOLVED, that, an employee will be considered "retired" when an employee meets the following three criteria:

- having reached an allowable retirement age pursuant to ERS (New York State Employees' Retirement System); and
- having contributed to the ERS system for the requisite amount of years; and
- having received notification from the ERS that the employee has retired and is eligible to receive the ERS retirement allowance, which would require a determination from the ERS. Employee is required to provide the Regulating District a copy of this notification.

BE IT FURTHER RESOLVED, that the intent of this resolution is to amend, clarify and modify Resolutions 89-4-3, 92-14-4, 00-37-5, 04-37-12 and 05-16-05; and

BE IT FURTHER RESOLVED, that the extension of such coverage shall be in lieu of any other separation, retirement or termination benefits; and

BE IT FURTHER RESOLVED, that the extension of said coverage shall apply to all Regulating District personnel not covered by the Regulating District's collective bargaining agreement upon their retirement or other separation from Regulating District service; and

BE IT FURTHER RESOLVED, that this resolution shall be effective for all current and future actively enrolled employees.

ARTICLE VIII - ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of the Hudson River-Black River Regulating District Employee Handbook which outlines the current benefits, policies, and responsibilities of employees of the District. I understand that I am to read and become familiar with its contents. If I have any questions, I should talk to my Supervisor.

This handbook represents a summary of the District's more important guidelines, and is not intended to be all-inclusive. I understand the handbook is not a contract and is subject to change at any time. Such changes will be communicated to me by my Supervisor or through official notices. I accept responsibility for keeping informed relative to any changes.

Further, I understand that this document will become part of my personnel file	
Employee Signature	Date