

# PERSONNEL MANUAL

for

## TOWN OF ITHACA, SCLIWC

And

## GTCMHIC



Serving Town of Ithaca, Southern Cayuga Lake Intermunicipal Water Commission  
and Greater Tompkins County Municipal Insurance Consortium

## **INTRODUCTION**

This manual has been designed to familiarize the employees with the policies, and procedures of the Town of Ithaca (Town), Southern Cayuga Lake Intermunicipal Water Commission (SCLIWC or Commission) and Greater Tompkins County Municipal Health Insurance Consortium (Consortium). As this serves as an overview of the policies and procedures, any specific questions should be directed to the Human Resources Manager. Commission and Consortium employees are considered employees of the Town for means of benefits, retirement, and reporting of federal and state withholdings. The purpose of developing a combined manual is that many personnel policies are mandated by law and are the same for the Commission, Consortium and Town, employee benefits are currently similar for the Commission, Consortium and Town, and the Town administers many of the benefits. **Therefore, the term “employees” shall mean persons working for the Commission, Consortium and for the Town, unless specifically stated otherwise. Additionally, the term “employer” shall refer to the Town, Commission and Consortium.** The policies and benefits that differ for Town, Commission and Consortium employees are noted in the manual. Employees with questions as to whether a particular policy applies to them should contact the Human Resource Manager.

The following policies and procedures were approved by resolution, on January 9, 2003 by the Southern Cayuga Lake Intermunicipal Water Commission, (Commission), and on November 7, 2002, Resolution 2002-167, by the Town Board (Town.) On March 28, 2019, the Greater Tompkins County Municipal Health Insurance Consortium adopted the Town of Ithaca’s policies and procedures for staff. Revisions have occurred through the proceeding years by policies approved by the Town/Commission/Consortium. This revised and updated manual was approved by the Town Board on December 14, 2020, Commission on December 10, 2020, and Consortium on October 26, 2020.

## **SAVING CLAUSE**

These policies and procedures are guidelines for the employees and are not intended to constitute a contractual agreement. The Town, Commission and Consortium reserve the right to interpret, amend, modify, or change these policies and procedures, by resolution. These policies could also be changed due to changes by state or local civil service rules, or federal, state, or local legislation, rules, or regulations.

In the event any provisions of this document shall conflict with any of the provisions or requirements of any federal or state statute or town law or ordinance, the provisions of the statute, law or ordinance shall prevail, however this document shall not be invalidated by such a conflict.

## **COLLECTIVE BARGAINING (UNION) AGREEMENTS**

The Administration, Distribution and Production employees at Commission voted to be represented by the UAW Local 2300 on September 4, 2014. Refer to [Appendix #5: BP UAW Contract](#).

The Public Works employees voted to be represented by Teamsters Local 317 for the purpose of collective bargaining on January 1, 2008. Refer to [Appendix #6: PWD](#)

[Teamsters contract](#). Employees under a collective bargaining unit will be referred to as union employees.

In the event that an expressed or implied provision set forth in the collective bargaining agreement between the Town/Commission and Union should conflict with any benefit, policy or procedure or other provision set forth in the manual, the provision set forth in the union agreement will prevail. Otherwise, this manual applies to all employees.

## **TOWN OF ITHACA**

The Town of Ithaca is located at the southern end of Cayuga Lake in the eastern Finger Lakes Region of Central New York State. The Town was established in 1821 and includes the Village of Cayuga Heights, which was incorporated in 1915. The Town surrounds the City of Ithaca and is connected to eight other towns of Tompkins County. Native Americans of the Iroquois Confederation inhabited the region prior to the American Revolution.

The first Planning Board was appointed in 1937, but it was not until 1956 that zoning was enacted. The Town population has increased substantially since 1900, when there were about 1500 people living here. As of the 1990 census, the Town of Ithaca's population was 17,800. Much of this increase has occurred since the end of the Second World War, when the Town's population was about 4,000. As of the 2010 census the Town's population increased to 19,930, which includes the Village of Cayuga Heights. As of the 2020 census the Town's population increased to 22,283.

In the 1960s Ithaca College moved its facilities from the City of Ithaca to South Hill in the Town of Ithaca. Cornell University campus, which is about 900 acres, is in the City and Town of Ithaca.

The Town Board is composed of an elected Town Supervisor and six elected board members, each serving a four-year term. There are two elected Town Justices, each serving a four-year term. The Town Clerk and Highway Superintendent were changed from elected to appointed officials in the 1960's and are appointed by the Town Board each serving two-year terms.

## **SOUTHERN CAYUGA LAKE INTERMUNICIPAL WATER COMMISSION** **(Commission)** Also referred to as the Bolton Point Water System

The Commission is the executive body created by an Agreement of Municipal Cooperation, (AMC) in order to, among other duties, manage, serve and operate projects I and II, which consist of a water supply and transmission system. The Towns of Dryden, Ithaca, and Lansing and the Villages of Cayuga Heights and Lansing are parties to this AMC, which is authorized in accordance with Article 5-G of the General Municipal Law of the State of New York and Title 1-A of the Local Finance Law. The Commission has designated the Town of Ithaca to provide specific personnel related services such as payroll and associated reporting. Those functions result in the Town of Ithaca bearing the status of "Employer of Record". Commission employees are subject to the wage

structure, benefits, and employee policies of the Commission regardless of the wage structure, benefits, and employee policies of the employer of record. For economy of scale, the Commission also participates with the Town of Ithaca in various group health, life, and disability commercial policies covering its employees. Because of this many of the Commission employee benefits match those of the Town of Ithaca. The merits of combining Commission and Town of Ithaca resources for efficiency and economy gave rise to consolidating personnel manuals into this document. Exceptions applying to only Commission employees are noted in the text.

The Commission is comprised of ten Commissioners. Each municipality can delegate two representatives, with at least one being an elected official.

Mission Statement:

"The Commission was created for the common benefit of its five municipalities to provide high quality water at the lowest possible cost. The Commission insists on maintaining its status as a successful example of municipal cooperation."

The Commission's Organizational Goals are (in order of priority):

- I. To provide high quality potable water, on demand, to our five municipal customers.
- II. That each municipality retains joint and undivided ownership of the Bolton Point Municipal Water System.
- III. To cost effectively manage the operation of the Bolton Point Municipal Water System.
- IV. To promote, encourage and recognize continuous improvement objectives.
- V. To cooperate with the City of Ithaca and Cornell University in matters that are mutually beneficial.

### **GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM (Consortium)**

The **Consortium** is a municipal shared service created in Tompkins County in 2011 and now available to municipalities within the geographical boundaries of the Counties of Tompkins, Broome, Cayuga, Chenango, Chemung, Cortland, Madison, Onondaga, Ontario, Oswego, Tioga, Schuyler, Seneca, Steuben, Wayne, and Yates. The Consortium provides high-quality trustworthy, responsive service for our subscribers, at competitive premiums. In 2019 the Consortium voted to hire employees and contracted with the Town of Ithaca to serve as the "Employer of Record." Consortium employees are subject to the wage structure, benefits, and employee policies of the Consortium regardless of the wage structure, benefits, and employee policies of the employer of record. For economy of scale, the Consortium also participates with the Town of Ithaca in various group health, life, and disability commercial policies covering its' employees. Because of this many of the Consortium employee benefits match those of the Town of Ithaca. The merits of combining resources for efficiency and economy gave rise to consolidating personnel manuals into this document. Exceptions applying to only certain employees are noted in the text.

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**EMPLOYMENT**

**POLICIES**

**SECTION**



## **1) FAIR EMPLOYMENT PRACTICES**

Employment practices are intended to comply with all applicable Federal, State, and local laws and acts. Applicants and employees will not be discriminated against.

The Town/Commission/Consortium are equal opportunity employers that will not discriminate against any person in accordance with such Laws and Acts. Between Federal Laws and the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed/religion, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status (including pregnancy and maternity), marital status, criminal history, status as a victim of domestic violence, citizenship, or immigration status.

In compliance with New York State Civil Service Law, the Tompkins County Human Resources Department will certify the employees for civil service compliance. All employees are required to take and affirm the Constitutional Oath before assuming any duties.

### **DIVERSITY STATEMENT:**

The Town/Commission/Consortium are committed to creating a work environment and community governance that value and support diversity and inclusion. Collectively we strive to learn about diversity and inclusion and promote acceptance of the differences of others within our workforce and our community.

They will:

- Create a workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.
- Foster an organization that recognizes the rights of all individuals to mutual respect and acceptance of others without biases based on differences of any kind.
- Create recruitment and retention practices that promote a diverse workforce and actively seek potential employees, officials, and volunteers with diverse backgrounds.
- Create awareness, understanding and education regarding diversity and inclusion issues.
- Foster an environment that seeks to benefit from the special skills and different perspectives that individuals from diverse backgrounds provide.

The Town/Commission/Consortium believe that we should treat each other fairly and value the opinions of others in promoting the development of an inclusive organization. Every employee is entitled to a working environment that promotes dignity and respect for all and utilizes all person's capabilities and perspectives.

### **Nepotism:**

This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace. It also seeks to avoid favoritism, conflicts in loyalty, discrimination, impropriety, and conflicts of interest.

*Nepotism is the practice of using one's authority or influence within an organization to secure positions for one's relatives.*

The Town/ Commission/ Consortium does not condone the use of such influence and therefore establishes the following policy.

- No officer or employee, either individually or as a member of a board may participate in any decision specifically to appoint, hire, promote, discipline, or discharge a relative for any position at or within the employer.
- No officer or employee may directly supervise a relative in the performance of the relative's official duties.

Relative means a parent, stepparent, spouse/ spouse equivalent/ domestic partner, sibling, stepsibling, sibling's spouse, child, stepchild, grandparent, parent of spouse/ spouse equivalent/ domestic partner, including in-laws and members of the household of a Town officer or employee and individuals having any of these relationships to the spouse/ spouse equivalent/ domestic partner.

### **Retaliation:**

NYS Civil Service Law Section 75b prohibits an officer or employer from retaliating against an employee for disclosing improper governmental action. Furthermore, federal laws enforced by Equal Employment Opportunity Commission (EEOC) state that an employer may not fire, demote, harass, or otherwise "retaliate" against an individual for filing a charge of discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination. The same laws that prohibit discrimination based on race, color, sex, religion, national origin, age, and disability, as well as wage differences between men and women performing substantially equal work, also prohibit retaliation against individuals who oppose unlawful discrimination or participate in an employment discrimination proceeding.

Retaliation occurs when an employer takes an **adverse action** against a **covered individual** because he or she engaged in a **protected activity**.

Examples of adverse actions include:

- employment actions such as termination, refusal to hire, and denial of promotion,
- other actions affecting employment such as threats, unjustified negative evaluations, unjustified negative references, or increased surveillance, and
- other action such as an assault or unfounded civil or criminal charges that are likely to deter reasonable people from pursuing their rights.

## **2) AMERICANS WITH DISABILITIES ACT (ADA)**

Title I of the American with Disabilities Act of 1990 (ADA) makes it unlawful for an employer to discriminate against a qualified applicant with a disability. The ADA applies to private employers with 15 or more employees and to state and local government employers.

The ADA defines an individual with a disability as a person who: (1) has a physical or mental impairment that substantially limits a major life activity, (2) has a record or history of a substantially limiting impairment, or (3) is regarded or perceived by an employer as having a substantially limiting impairment.

The Town/Commission complies with the federal legislation pertaining to the ADA, regarding services and employment practices by providing reasonable accommodations. An applicant or employee with a disability must be able to perform the “essential functions” of the job the fundamental duties either on their own or with the help of “reasonable accommodation.” However, a reasonable accommodation does not have to be provided if it creates an “undue hardship”, which is described as creating a significant difficulty or expense.

The Americans with Disabilities Act (ADA) protects individuals from coercion, intimidation, threat, harassment, or interference in their exercise of their own rights or their encouragement of someone else's exercise of rights granted by the ADA.

An example of a reasonable accommodation that may be considered is not requiring an employee to wear safety toed shoes if they have provided the Town with a doctor note explaining that their medical condition would be worsened if required to wear the shoes.

## **3) ETHICS LAW**

The Town of Ithaca Ethics Law was enacted to establish minimum standards of conduct and to help ensure that the business of government is free from improper influence that may result in opportunities for private or personal gain. The Ethics Law is applicable to Town of Ithaca Officers and for their employees and requires a disclosure form be completed within 30 days of taking office, appointment, or employment: and at specified times thereafter. Section 2, below, describes who is required to complete a disclosure form. Even though it is not specified in Section 2, the Town may also require any employee who acts on behalf of a department manager complete a disclosure form. Completed disclosure forms are kept as public record. Copies of the Ethics Law and Disclosure Forms are available in the Town Clerk's Office.

### “Section 2. Applicability.”

(a) Unless otherwise specified, this law shall apply to all elected and appointed officials (hereinafter referred to as “officials”) and department managers (“employees”) of the Town of Ithaca (“Town”), including the Town Board (specifically including the Supervisor), Planning Board, Zoning Board of Appeals, advisory boards, Attorney for the Town and all employees who have purchasing power or who make recommendations for purchases.

## "Section 4. Gifts

(a) Officials, employees, their spouse/equivalents, or any person or entity acting on their behalf may not solicit or accept monetary gifts or loans of any amount or promise thereof, or any gift, including services, entertainment, thing, or promise thereof, having a value of \$75 or more per year, from any person or agent of a person, corporation, partnership, unincorporated association or other entity whom the official or employee knows is considering or has had, within the previous 12 months, any business dealing with the Town of Ithaca that involves any discretionary act by the official or employee.

(b) Refreshments or meals that are provided as part of an informational presentation in a group setting or as part of a reception shall not be considered gifts under this section."

Commission and Consortium employees are also held to Standards of Ethics; contact the General Manager or Executive Director for their corresponding policies.

## **4) WORKPLACE EXPECTATIONS**

The purpose of establishing workplace expectation is to strengthen the morale of the employees and to create an ethical environment for the Town of Ithaca, SCLIWC and Consortium. There is an expectation that a person will be responsible for their actions, respectful of others, and honest. Workplace standards will provide guidance on the core principles and responsibilities of good employee conduct during the performance of their duties. These standards represent guiding principles and are not intended to anticipate all circumstances and situations that employees may encounter. Failure to meet an expectation once does not necessarily mean immediate disciplinary action but could mean day-to-day coaching on more positive behavioral choices. The exercise of good judgment is expected from employees.

If in doubt regarding appropriate behavior or course of action, employees are strongly encouraged to seek out guidance from others in the organization including supervisors, the human resources office, and the finance office. If an employee observes an employee significantly not adhering to these expectations, the employee is encouraged to report such to their supervisor, the town supervisor/general manager or human resources manager. Any employee who reports in good faith is protected from reprisal for doing so, even if the allegation is not confirmed through investigation. Questions regarding the scope, interpretation, or application of the expectations should be referred to the human resources manager or Personnel Committee.

### **Responsibility**

Behave in a businesslike manner.

Fulfill commitments.

Take ownership and correct errors or omissions, and notify others affected.

Uphold policies, rules, regulations, and laws that govern work activities.

Report unethical or illegal conduct to the appropriate party.

### **Respect**

Be inclusive by appreciating the differences others bring to the workplace.

Listen to others' points of view.

Do not engage in or condone bullying, intimidating, antagonizing, or abusive behavior. Be respectful of residents, customers, and co-workers.

### **Honesty**

Support an environment where one would feel safe to be open, honest and no fear of reprisal.

Communicate and behave in an honest and timely manner.

Do not engage in or condone dishonest behavior for personal gain or at the expense of another.

## **5) EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program or EAP is a confidential, professional service provided for employees and their family. An EAP is designed to support and assist employees with issues and challenges that interfere with their ability to function on the job, with family, or personally by facilitating the appropriate type and level of services for those participating. An EAP provides confidential consultation, assessment, short term problem solving, and/or referral on topics like: Career and Life skills; Parenting & Family Issues; Adoption Consultation; Eldercare Assessment; Drug and Alcohol concerns; Depression & Anxiety; Grief & Loss and Job Stress.

Total Care EAP through ESI is the provider of the Employee Assistance Program for the employees. **ESI at 800-252-4555 or [www.theEAP.com](http://www.theEAP.com)**

The Human Resources Manager is also available for additional support and referrals to local service organizations, such as mediation services. The employer believes that mediation is an effective alternative for peacefully resolving disputes. A mediator does not have the power to impose a solution but is present to help disputing parties' work through the problem.

## **6) HARASSMENT PREVENTION POLICY**

The Town/Commission/Consortium (employer) is committed to maintaining a working environment that is free of discrimination or harassment. In keeping with this commitment, they will not tolerate harassment of their employees by anyone, including any supervisor, co-worker, vendor, client, customer, or tax or bill payer.

Harassment consists of repeated unwelcome conduct, whether verbal, physical or visual that is based upon a person's protected status such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation, political affiliation, or other protected group status. Harassment also includes conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment. Harassment will NOT be tolerated. This also includes sexual harassment.

The employees are responsible for helping to ensure that harassment of any kind is avoided. If you feel that you have experienced or witnessed harassment, you are to notify your

department manager, or Human Resources Manager immediately. The sooner the issue is brought to the employer's attention the sooner it can be resolved. Retaliation against anyone who has reported harassment is FORBIDDEN. False accusations for personal gain will be considered violation of the policy and will be disciplined. Employees may refer to the Employee Assistance Program for support.

Employer will investigate all such complaints thoroughly and promptly. The complaints and the terms of their resolution will remain confidential, to the fullest extent practical. If an investigation confirms that harassment has occurred, corrective action will be taken, including disciplinary action up to and including immediate termination of employment, if appropriate.

A singular act of "unwelcome conduct" is considered grounds or cause for disciplinary action. The intent of this consideration is to prevent harassment by and to employees.

If the violator is not an employee, legal action will be taken if necessary.

## **7). SEXUAL HARASSMENT PREVENTION POLICY**

### **Purpose and Goals**

Town/Commission/Consortium (employer) are committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but *Town/Commission/Consortium* recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of *Town/Commission/Consortium's* commitment to a discrimination-free work environment.

### **Goals of this Policy:**

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking

action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with *Town/Commission/Consortium*. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

### **Sexual Harassment and Discrimination Prevention Policy:**

1. *Town/Commission/Consortium* policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with *Town/Commission/Consortium*. For the remainder of this policy, we will use the term “covered individual” to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of *Town/Commission/Consortium* who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or *Human Resources Manager*. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on [Legal Protections](#).

4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject Town/Commission/Consortium to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. Town/Commission/Consortium will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. Town/Commission/Consortium will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, Town/Commission/Consortium will act as required. In addition to any required discipline, Town/Commission/Consortium will also take steps to ensure a safe work environment for the employee(s) who experienced discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Human Resources Manager.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

### **What Is Sexual Harassment?**

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender



expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of Town/Commission/Consortium's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

### **Examples of Sexual Harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
  - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
    - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
  - Subtle or obvious pressure for unwelcome sexual activities; or
  - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks

made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.

- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
  - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
  - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
  
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
  - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
  
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
  - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, or name-calling;
  - Intentional misuse of an individual's preferred pronouns; or
  - Creating different expectations for individuals based on their perceived identities:
    - Dress codes that place more emphasis on women's attire;
    - Leaving parents/caregivers out of meetings.

### **Who Can be a Target of Sexual Harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

### **Where Can Sexual Harassment Occur?**

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

### **Retaliation**

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or unjustifiable changes to the work/office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

### **Reporting Sexual Harassment**

**Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination.**

Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the Human Resources Manager. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or the Human Resources Manager.

Reports of sexual harassment may be made verbally or in writing. A **written complaint form is available** if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee’s behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable. [Exhibit L: Harassment Complaint form.](#)

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on [Legal Protections](#).

### **Supervisory Responsibilities**

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or

discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Human Resources Manager. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

### **Bystander Intervention**

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander is encouraged to take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is **strongly encouraged** to report it. A supervisor or manager that is a bystander to harassment is required to report it.

## **Complaints and Investigations of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Town/Commission/Consortium will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

Town/Commission/Consortium recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the Human Resources Manager:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the Human Resources Manager will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The Human Resources Manager will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - b. A list of names of those interviewed, along with a detailed summary of their statements;
  - c. A timeline of events;
  - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and

- e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

### **Legal Protections and External Remedies**

Sexual harassment is not only prohibited by Town/Commission/Consortium, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

### **New York State Division of Human Rights:**

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to Town/Commission/Consortium does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public



hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: [www.dhr.ny.gov](http://www.dhr.ny.gov).

Go to [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

### **The United States Equal Employment Opportunity Commission:**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

## **Local Protections**

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

## **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

## **Conclusion**

The policy outlined above is aimed at providing employees at Town/Commission/Consortium and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

## **8) WORKPLACE VIOLENCE PREVENTION POLICY**

### **Background:**

On June 7, 2006, New York State enacted legislation creating a new Section 27-b of State Labor Law that requires public employers to perform a workplace evaluation or risk evaluation at each worksite and to develop and implement programs to prevent and minimize workplace violence caused by assaults and homicides. The Law is designed to ensure that the risk of workplace assaults and homicides are regularly evaluated by public employers and that workplace violence protection programs are implemented to prevent and minimize the hazard to public employees.

### **A. VIOLENCE IN THE WORKPLACE POLICY**

This section assists employees in the description of what is considered violence in the workplace and that the Town/Commission/Consortium (employer) will not tolerate any type

of workplace violence committed by or against the employees. Employees are prohibited from making threats or engaging in violent activities.

Workplace violence is defined as harassment, verbal threats, aggressive or threatening behavior, physical assault, or abuse that takes place against people at work.

Examples of workplace violence include, but not limited to:

- Disruptive behavior is defined as the intent to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, or waving arms and fists that may cause reasonable fear of injury or emotional distress, intimidation whether direct or implied).
- Intentional behavior is defined as physical contact for the purpose of causing harm (such as slapping, stabbing, punching, striking, shoving, or other physical attack).
- Menacing or threatening behavior (such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten) where a reasonable person would interpret such behavior as constituting evidence of intent to cause harm to individuals or property.
- Possession of a weapon on any town/commission/consortium property.

**Prohibited behavior may include but is not limited to:**

1. Injuring another person physically.
2. Engaging in behavior that creates a reasonable fear of injury to another person.
3. Engaging in behavior that subjects another person to extreme emotional distress.
4. Bullying, peer abuse, sexual harassment, or harassment of any form.
5. Possessing, brandishing, or using a weapon while on government property or engaging in government business.
6. Intentionally damaging property.
7. Threatening to injure an individual or to damage property.
8. Committing injurious acts motivated by, or related to, domestic violence or sexual harassment.
9. Retaliating against any employee who reports a violation of this policy.

The employer is committed to providing a safe workplace and a **no tolerance** policy to address violence, threats of violence, harassment, intimidation, and other disruptive behaviors in the workplace. Violations of this policy will not be tolerated and discipline, up to and including termination, may be used to enforce this policy.

**Reporting Procedures:**

1. An employee who feels they have been subjected to violence in the workplace shall report such act using an incident report to their Department manager or Human Resources Manager.
2. Human Resources Manager and Department manager will investigate all such complaints thoroughly and promptly. The complaints and the terms of their resolution will remain confidential, to the fullest extent practical. If an investigation confirms that

workplace violence has occurred, corrective action will be taken, including disciplinary action up to and including termination of employment, if appropriate. Non-employees engaged in violent acts will be reported to the authorities.

3. An employee who obtains an Order of Protection/Restraining order that lists employer locations as protected areas are highly encouraged to provide a copy of the order to Human Resources. Refer to the Domestic Violence in the Workplace policy.
4. The Human Resources Manager is responsible for insuring that the employer maintains a complete file of incident reports and related documentation that may include one or more voluntary statements that may accompany an Incident Report.
5. The law prohibits an employer from retaliating against an employee who has:
  - Made a report under this section
  - Requested an inspection by Department of Labor officials
  - Accompanied Department of Labor officials during the inspection

#### **NOTIFICATION:**

**If you have been injured due to an act of violence in the workplace, an Incident Report must be completed. [Exhibit M: Workplace Violence Incident Report form.](#)**

- A. Employee Role: It is extremely important, and every employee's responsibility, to see that Incident Reports are submitted to their department manager.
- B. Management Role: The department manager is responsible for reporting all incidents of violence and/or threatened violence to the Human Resources Manager.

Affected employees will be notified of the actions the employer has taken in response to the incident and what actions are possible regarding the individuals in question.

#### **Procedures:**

##### **A. Threats or Threatening Behaviors:**

If there is a threat or threatening situation that arises in the workplace, any employee that is aware of the situation must follow facility procedures. This may include a formalized procedure or utilizing a panic alarm button available in some locations or by directly dialing 911.

If an individual makes a threat in writing, by mail, e-mail, or on voice mail, **DO NOT ERASE THE E-MAIL OR VOICE MAIL MESSAGE**, follow the procedures described in this section under "Reporting".

##### **B. Domestic Violence and Orders of Protection:**

An employee who is involved in an incident of domestic violence either on employer property or while on personal time is strongly encouraged to advise their supervisor of the incident regardless if law enforcement is involved. Employees cannot be compelled to provide such information to their employer however employees need to be made aware that communicating such information to their supervisor is in their best interests and the interests of their fellow employees in order to provide the best

possible safety and security for that employee and their co-workers while at the workplace. For further information refer to the Domestic Violence and the Workplace policy, which follows this policy.

### **C. Dangerous/Emergency Situations:**

Employees who are confronted by an armed or dangerous person should not attempt to challenge or disarm the individual. DO NOT put yourself in more danger by being aggressive.

Recommended tips:

1. Employees should remain calm, and talk to the individual, as appropriate, to calm the situation.
2. Cooperate and follow the instructions given.
3. If possible, safely notify your supervisor or another employee of the situation. Utilize panic button, if available.
4. If possible, safely evacuate the area.

### **D. Bomb Threats**

If any employee receives a bomb threat in person, or while talking with someone on the phone, the employee shall follow the procedures on the NY State Police bomb threat checklist provided to them.

### **E. Potentially violent or violent person(s) in field**

If an employee meets, either in the office or in the field, with an individual known to have been violent or who the employee believes may be threatening or violent, the employee should:

1. Notify their supervisor of the need to meet with such an individual and of the possible threatening situation **before** the meeting takes place.
2. The employee should request assistance from their supervisor if the meeting or visit will take place on or off employer premises.
3. Management should make every attempt to provide that an additional person be present for the meeting; employees should be discouraged from meeting with such person alone.
4. The Department manager must notify Human Resources if they have asked for a Law Enforcement escort to a meeting or visit for safety reasons.
5. **If an employee is working on employer business while off-site and a situation arises that poses a threat to their safety, the employee should call 911.** Employees should use their own discretion as to when they feel the need to call 911. It is not required nor suggested that they contact their supervisor first. They are the best judge of their own safety level.

### **Management Responsibility:**

- A. Employer management staff will ensure that all employees are made aware of their role in safeguarding employees, customers, and visitors. This will be done by reviewing the security policy and procedures at new employee orientation, through the distribution and availability of the policy and procedures in paper and electronic formats, through review of the policy and procedures, annual training, and through employee inquiry.

- B. The Department managers, the Human Resources Manager, and Safety Committee will review Incident Reports to evaluate trends or necessary actions to improve safety.
- C. Any staff person who feels their safety is threatened because of work related issues could request to have that work reassigned because of such risk. Such requests must be made in writing to the employee's Department manager. The Department manager will meet with the employee, if necessary, to discuss the reasons for the request and explore options. Unless otherwise notified by the Department manager, an employee will have a response within five business days.
- D. Items of concern regarding safety and security will be brought to the Human Resources Manager who will review aggregate information regarding threats and incidents and will make recommendations regarding needed changes in facility policies and procedures.
- E. The Human Resources Manager will coordinate training on personal safety for all employees on a periodic basis.
- F. Any person who makes threats, exhibits threatening behavior, or engages in violent acts on employer property should be removed from the premises as quickly as safety permits. Employer reserves the right to direct the person to remain off the premises pending the outcome of an investigation. Employer response to incidents of violence may include suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and criminal prosecution as appropriate.

#### **RISK EVALUATION AND PREVENTION:**

Employer will evaluate the risks in the workplace including risks associated with:

- Working in public settings
- Working late night or early morning hours
- Working alone or in small numbers
- Uncontrolled access to the workplace
- Areas of previous security problems

#### **Annual Training:**

- A. Employer will make this written program available to employees at orientation and union representatives upon request.
- B. Training will be held at the time an employee is initially hired and every year thereafter. The training will include the following items:
  1. The requirements of the law
  2. The risk factors in their workplace
  3. The location and availability of the written plan
  4. Measures employees can take to protect themselves from workplace risks and what the written violence prevention program specifies in that regard.

See attached NYS Department of Labor suggestions for responding to violence and /or threats.

**DUTY TO WARN:**

In furtherance of this policy, employees have a “duty to warn” their supervisors, or human resources of any suspicious workplace activity, situation, or incidents that they observe or that they are aware of, involving other employees, former employees, contractors, customers, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks and the like.

The employer will not condone any form of retaliation against any employee for making a report under this policy.

**[Appendix 3: Workplace Prevention Procedures](#)**

# **NYS Department of Labor**

## **Suggestions for responding to violence and/or threats:**

### **How can you help prevent violence?**

Anger and potential violence are often initiated by frustrated people who feel they are being treated unfairly or disrespectfully. An atmosphere of sincere caring and courtesy in the workplace can help to eliminate the cause of much violence. Be sensitive to the needs and feelings of others. Offer help and support – and seek the same if you need it.

### **Seven steps to keeping someone cool:**

1. Show respect and courtesy, no matter the person's attitude.
2. Stay calm. Avoid arguing.
3. Listen patiently; don't interrupt.
4. Acknowledge the person's feeling: "I see that you're angry."
5. Ask for details in order to take emotions out of the conversation.
6. If you can, involve the person in finding a solution. Ask, "What do you think would be fair?"
7. Be positive: "Let's see what we can do."

### **If anger grows:**

- Excuse yourself for the restroom or use other delaying tactics that give the person time to calm down.
- Establish ground rules if behavior becomes unreasonable: "I'll have to leave if you continue cursing."
- Move to a spot where your exit is not blocked.
- If you feel threatened, ask the person to leave, or leave yourself.
- Advise nearby co-workers and follow employer's policies.

### **Five "Don'ts" when dealing with an angry person:**

1. Don't challenge, threaten or dare a person who is angry, or potentially violent.
2. Don't criticize or show impatience.
3. Don't attempt to bargain with a person who is threatening.
4. Don't make physical contact. Stay at least 3 feet away.
5. Don't try any "heroics" that could result in injuries to you or others.

### **When strangers are an issue:**

Strangers commit many threats and/or violent acts in the workplace. It is vital to be aware of individuals at work who are not recognized co-workers, customers, or vendors. Greet strangers with a friendly, "May I help you?" to determine why they are on the premises. Promptly report strangers who make you feel uncomfortable to supervisors.



### **When co-workers are a concern:**

- **Pay attention to behavior - Some behaviors indicate a co-worker may be troubled, which raises the risk for violent behavior. These behaviors include poor personal hygiene; increased absence; decline in job performance; social isolation; angry outbursts, threatening statements or intimidating behavior; fascination with weapons; history of violence or intimidation; alcohol or drug abuse.**
- Take note of attitudes – Certain attitudes also point to an increased risk for violence. Among these are: constant complaining about unfair treatment; blaming others for mistakes and problems; inability to accept criticism; holding grudges; resistance to following rules or directions; defensiveness; depression; lack of concern for the safety and well-being of others.
- Know when to take action – No one can predict if, or when someone may become violent. But worrisome behaviors and attitudes are warning signs that someone may be under high stress and potentially violent. Pay particular attention if a co-worker has a sudden change in behavior, is disruptive, or shows many warning signs – not just a few. If so, inform supervisors of your concerns.

### **Keeping the peace with co-workers:**

Conflict at work is to be expected, but it must be handled effectively if it is to be resolved or kept from growing into potential violence. If you have a disagreement with a co-worker, make time to talk together about it. Use these strategies for keeping the peace:

- Express your concerns as soon as they arise – don't let them grow into anger.
- Discuss the issue privately. Always use a respectful tone.
- Avoid putdowns and blaming. Use "I" statements to explain how the situation affects you and makes you feel.
- Stick with one point at a time. Stay on the topic.
- Focus on solutions, not the details of negative incidents. Avoid falling into an argument.
- Be willing to compromise.

### **Seek help if you need it:**

If you and a co-worker are unable to resolve a conflict through a respectful discussion, ask for help from your supervisor, the employee assistance program, or the Human Resources Department.

### **In summary:**

- Read and/or review this procedure from time to time.
- Follow your training if confronted with a potentially violent workplace incident.
- In an emergency, or if you feel threatened call 911.
- Report every workplace violence incident to Human Resources for follow-up.
- After the incident, consider using critical incident stress de-briefing sessions and post-trauma counseling services that are available to all employees as part of the employee assistance program.

## **B. Domestic Violence and the Workplace Policy**

### **1. Policy Statement**

In December 2014, Town of Ithaca adopted a resolution recognizing that freedom from domestic violence is a fundamental human right and an issue of public concern. Domestic violence affects employees in the community and in the workplace. In addition to its multiple negative consequences for victims and survivors, domestic violence can spill over into the workplace, compromising the safety of both victims and co-workers. The purpose of this Policy is to establish practices that will promote safety in the workplace and respond effectively to the needs of victims of domestic violence.

### **2. Definitions and Persons Covered by this Policy**

For purposes of this Policy, the following terms are defined as outlined below.

**Domestic Violence:** A pattern of coercive behavior, including acts or threatened acts that are used by a perpetrator to gain power or control which includes, but is not limited to, physical and/or emotional or sexual violence, physical and/or psychological intimidation, verbal abuse, stalking, economic control, harassment, threats, injury, or other related crimes.

**Victim:** Persons of all gender identities and sexual orientations who are or were legally married to one another or who have a child together, or who are or were in an intimate relationship including but not limited to couples who live together or have lived together, or other members of the same family or household.

**Perpetrator:** An individual who uses a pattern of coercive tactics, which can include physical, psychological, sexual, economic, and emotional abuse, including threats of abuse, with the goal of establishing and maintaining power or control over the victim.

### **3. Non-Discriminatory and Responsive Personnel Practices for Victimized Employees**

Victims of domestic violence are a protected class in the employment provisions of the New York State Human Rights Law §296. As such, Town/Commission/Consortium (employer) will not discriminate against any employee for being, or appearing to be, a victim of domestic violence in hiring, promotions, or other terms, conditions, or privileges of employment. In addition, employer will not discriminate, retaliate, or take any adverse employment action against any employee who submits a complaint or discloses concerns about domestic violence to the human resources department or any supervisor or co-worker.

If employer identifies that an employee is experiencing work performance difficulties that are a result of being a victim of domestic violence, the employee will be provided with

clear information about performance expectations, priorities, and performance evaluation. If a disciplinary process becomes necessary, special consideration of all aspects of the employee's situation, and available options to resolve the performance problems will be considered.

#### **4. Confidentiality for Victimized Employees**

Employer will keep confidential information related to an employee being a victim of domestic violence, to the extent permitted by law, and will not divulge information without the written consent of the victimized employee, unless Employer determines that disclosure is necessary to protect the employee or the safety of co-workers. Wherever practicable, notice will be given to the victimized employee in advance of disclosure.

#### **5. Workplace Safety Plans for Victimized Employees**

- a. The Human Resources Manager will assist the Department manager and victimized employee in developing and implementing a written individualized domestic violence workplace safety plan. The plan may include but is not limited to detailed options that may be available at the worksite [for example, developing procedures for alerting the police; relocating the victim to a secure area (temporarily); assessing the physical layout of the work site to identify possible threats to victim safety; and assessing changes that can be made to enhance safety, such as change of work schedule, reassignment of parking space, escort for entry to and exit from the building, responding to telephone, fax, email or mail harassment, and keeping a photograph of the perpetrator and a copy of any existing court orders of protection in a confidential onsite location and providing copies to reception staff and other pertinent personnel]. Plans must address additional concerns if the victim and the perpetrator are both employed by employer.
- b. In consultation with the victim, the Human Resources Manager will coordinate with the information technology personnel to address the victim's safety concerns. The above-described safety plan should address concerns including identifying information, such as the victim's telephone number and office location on the website or other social media.
- c. To maximize the safety of the workplace employees are strongly encouraged to bring their court orders of protection to the attention of the Human Resources Manager and Department manager. Order of protections will be stored in the employee's secured personnel file and accessible by the Human Resources office personnel only.
- d. Employer representatives will assist with enforcement of all known orders of protection, particularly orders in which perpetrators have been ordered to stay away from the work site. If requested by the victim or by law enforcement, Employer will provide any information concerning an alleged violation of an order of protection. Employer will respond to victim requests for information and documentation from the

workplace that could support judicial protection efforts or help a victim obtain and maintain safety from an alleged perpetrator to the greatest extent possible, subject to applicable privacy laws.

## **6. Workplace Accommodations for Victimized Employees**

- a. It is an offense of NYS law for an employer to penalize an employee who, as a victim or witness of a criminal offense, is appearing as a witness, consulting with a district attorney, or exercising other rights provided by law. Therefore, with prior day notification, Employer will allow time off for victims or subpoenaed witnesses to exercise such rights.
- b. When the need for time off is foreseeable, an employee should request time off providing reasonable notice prior to the leave unless advance notice is not feasible. When the need for time off is not foreseeable, the employee should contact their department manager as soon as reasonably possible after commencing the leave and request permission for further time off. Employer will attempt to provide paid leave before requiring the employee to utilize an unpaid leave.
- c. Employer will make reasonable accommodations to permit a victimized employee to continue to perform their job. If a requested accommodation is not feasible, alternative accommodations will be considered before termination.
- d. Employer will inform victimized employees when it is possible for them to make reasonable changes in employment benefits. Human Resources will assist employees with the necessary changes.

## **7. Holding Employee Offenders Accountable**

Employees who engage in or use his or her job-related authority or resources to knowingly assist a perpetrator to locate a victim; assist a perpetrator to perpetrate acts of domestic violence or protect a perpetrator from appropriate consequences for his or her behavior, shall be subject to corrective or disciplinary action up to and including termination. In cases in which Employer finds that an employee has threatened, harassed, or abused a victim by using job-related authority or resources such as work time, workplace telephones, fax machines, mail, email or other means, the employee shall be subject to corrective or disciplinary action up to and including termination.

## **8. Education and Training**

Employer is committed to increasing awareness of domestic violence and informing employees of available sources of assistance, by posting information on domestic violence and integrating information into the Personnel Manual. Employees are encouraged to participate in trainings on domestic violence and the workplace.

## **9) STATEMENT OF SAFETY POLICY**

Every employee shall be entitled to a safe and healthful workplace. The Town/Commission/Consortium considers the safety and health of their employees of primary importance and asks your full cooperation. Rules of conduct and rules of safety and health shall be observed. The joint cooperation of employees and management in the observance of this policy will provide safe working conditions and maximize accident-free performance. For more defined safety information please refer to the Commission's Safety Program and the Town's Safety Policies and Procedures Manual.

## **10) APPEARANCE AND PERSONAL PROTECTIVE EQUIPMENT POLICY**

This policy provides guidance on appropriate work attire and addresses personal protective equipment (PPE). This policy will be used in conjunction with job safety analyses (JSA's), and PPE hazard assessments for specific activities available in the Safety Manual.

### **PERSONAL APPEARANCE REQUIREMENTS:**

**General Appearance:** Employees represent the Town when on duty or when participating or representing the Town at work-related functions. Using the "reasonable person" standard, the following guidelines, and requirements for appropriate work attire are:

#### Office Only Employees should wear:

- Business casual clothing that presents a professional and well-groomed appearance. Skirts, dresses, and shorts should be close to knee length; jeans should not be excessively faded or have visible rips, tears, holes, or fraying, whether by design or wear; sweatpants and warm-up suits are not appropriate; leggings or similar should be worn with a top that reaches past the buttocks.
- Clothing should not be overly tight, revealing, or sheer; clothing must not display any image or text that is inappropriate, offensive or distracts from the professional image of the Town. Brand names and athletic team logos are generally acceptable, political commentary or symbols or profane language or symbols are not acceptable.

#### In addition to above, staff working in the field or in potentially hazardous situations/positions should wear:

- Shirts provided annually with employer logo as are strongly encouraged to be worn to aid in identification.
- A shirt must be worn regardless of donning safety vests or jackets
- Tank tops, large arm opening sleeveless shirts, and shirts with ripped-off sleeves are not allowed. Sleeveless shirts with modest arm holes that are hemmed and covers the shoulder are allowed.
- Regardless of ambient temperature, long-sleeves should be worn during work activities involving increased risk of cuts, scrapes, or exposure to infectious or caustic material to arms. (e.g.: brush work, weed eating)
- Long pants reaching the ankles must always be worn in the field to enhance

safety and protection and must be solid and neutral in color. They should be made of durable fabrics whenever possible to provide the most protection (e.g.: blue jeans, Carhartt, Dickies, cargo pants). Leggings or similar are not permitted in the field.

- All pants must be free of noticeable holes, ragged/ripped hems, or excessive fading, whether by design or wear. Minor holes may be patched or sewn shut.
- Shorts are not permitted in the field or in potentially hazardous situations/positions.

Seasonal Weather Work Attire: Employees are responsible for dressing appropriately for the weather. It is the responsibility of the employees to be prepared with appropriate clothing on hand for snow, rain, extreme heat, or cold. Employees should be mindful of direct sun exposure and protective clothing and sunscreen is strongly encouraged.

Jewelry: Jewelry must not be worn in the field or when around or using any equipment that may pose a risk of choking, crushing, or snagging such as long necklaces, dangling earrings, or rings other than wedding/commitment rings.

### **PERSONAL PROTECTIVE EQUIPMENT:**

Personal Protective Equipment (PPE) as defined by PESH are used to reduce or eliminate exposure to harmful and/or hazardous work conditions. Employer will provide PPE as required for specific assigned tasks. Supplied PPE include safety vests, safety glasses, gloves, brush/face shields, hard hats, hearing protection, welding helmets, coveralls, safety toed chore boots, face masks and respiratory protection. Specific PPE requirements are defined in the Job Safety Analysis or as determined by a PPE hazard assessment.

### **SAFETY TOED SHOES:**

All Commission Production and Distribution employees and Town Public Works employees are required to wear safety-toed shoes (no sneakers) while on duty. Town Code Enforcement and Engineering staff are required to wear safety-toed shoes when in the field. To assist with compliance of this policy a reimbursement for the purchase of shoes is provided. For more information refer to the appropriate union contract. Town non-union staff required to wear safety toed shoes are eligible for reimbursement every even year at the rate established in the Town's union contract.

### **SAFETY GLASSES:**

All Commission Production and Distribution employees and Town Public Works employees are required to wear safety glasses/goggles while performing certain safety sensitive duties. As cost assistance for those employees who wear prescription glasses, the Town/Commission provides a prescription safety glass program. For information refer to the appropriate union contract for program details.

### **UNIFORMS**

#### Commission:

Distribution and Production employees are required to wear uniform style clothing during all working hours. Uniforms include shirts and outerwear (sweatshirts and jackets) and must

display an employee's first name and the Commission logo. Commission will absorb the cost of the name and logo embroidery. Thread color of the name and logo must be a different color than the clothing color and easily visible. Solid color clothing is preferred, but plaid shirts are allowed providing the employees name and Commission logo are easily visible. The Commission will provide reimbursement for uniforms and safety-toed shoes; refer to the union contract for specific amounts.

#### Town:

Town shall provide Public Works Department employees, except clerical, and the Highway Superintendent, an annual lump sum clothing allowance in an amount established by the union contract for all the department's staff. New hires will receive an amount based on date of hire. Allowance payments will be issued through a separate payroll check during the first month of the year. The clothing allowance is a taxable benefit. Coveralls through a uniform service will be provided for the mechanics.

Town encourages staff to wear business casual style shirts and jackets that clearly identifies their name and the Town logo. Town will provide an annual reimbursement budget to Highway Superintendent, Engineering and Code Enforcement staff for the purchase of uniform shirts and jackets and will cover the cost of embroidery of name and Town logo. Thread color of the name and logo must be a different color than the clothing color and easily visible; solid colored clothing is preferred. Any employee may purchase shirts or coats and the Town will pay for the embroidery of their name and Town logo, if department budget allows.

Employees are responsible for complying with the above expectations and guidelines. Contact your supervisor or Human Resources if you have questions regarding acceptable work attire or personal protection equipment. Exceptions to this may be approved on a case-by-case basis by department management and Human Resources. If attire is considered inappropriate by the employee's department manager than they may be asked to change.

## **11) SECURITY PROCEDURES**

The Town/Commission/Consortium asks for your cooperation with ensuring the security of the facilities, vehicles, and equipment while not in use. All employees are to be aware and practice the following security procedures:

- While exiting the building at the end of the day, assume you are the last one out and turn all the lights off and make sure all the doors are locked. Back and side doors should always be locked.
- If an employee opens a window, it is that employee's responsibility to close it before leaving work.
- Issuance of "keys":
  - Human Resources (Town), Public Works' Administrative Assistant (Town), or General Manager (Commission) sign out keys.
  - If a key is lost, the employee must immediately notify Human Resources, Public Works' Administrative Assistant, or General Manager.

- Issued keys must be returned to Human Resources, Public Works' Administrative Assistant, or General Manager at the end of employment.
- No duplication of keys is allowed. Anyone doing so will be subjected to the disciplinary policy.
- All cash funds, such as petty cash, shall be kept in a secured locked designated area as determined by the Department manager or Finance Officer (Town) or the Finance Manager (Commission).
- All hallways and doorways are to be unobstructed for fire safety issues.
- All vehicles should be locked and secured when not in use to avoid theft.
- All vehicles and equipment shall be parked in a way that no undue harm can occur.
- Employees at Public Works and Bolton Point Water Plant facilities need to make sure there is no one left on the premises before locking the front gate.

## **12) TOBACCO FREE WORKPLACE POLICY**

In the interest of providing a safe and healthy environment for employees, board/commission members, customers, contractors, and any other visitors, in accordance with Article 13-E of the Public Health Law and the Tobacco Free policy, the following tobacco use rules has been adopted:

Tobacco use (which includes the smoking of cannabis) is prohibited in any Town/Commission building, vehicle/equipment, and on all owned or maintained property.

The Town/Commission defines tobacco products to include cigarettes, cigars, roll-your-own tobacco, pipe tobacco, hookah tobacco, dissolvable, nicotine gels, smokeless tobacco (dip, snuff, snus, chewing tobacco), vaporizers, e-cigarettes, and other electronic nicotine or aerosol delivery systems, and cannabis (marijuana).

Tobacco Use refers to the intake of tobacco products by smoke or vapor from cigarettes, cigars, pipes, hookahs, vapes, e-cigarettes, or other electronic nicotine aerosol delivery systems, either by the individual smoking/vaping or the oral absorption of nicotine and related toxins through smokeless tobacco products. Tobacco Use also refers to the smoking of cannabis.

## **13) DRUG FREE WORKPLACE POLICY**

### **Purpose and Goal**

Town/ Commission/ Consortium is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol, marijuana, illegal drugs, and legal drugs {when prescription or over the counter use is abused} can be very disruptive, adversely affect the quality of work and performance of



employees, pose serious health risks to users and others, compromise the safety of others, and have a negative impact on productivity and morale.

- There is no intention of interfering with the private lives of the employees unless involvement with alcohol, marijuana, and drugs off the job affects job performance or public safety.

#### **a) Confidentiality**

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

#### **b) Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Employees must not be under the influence of alcohol, marijuana, or illegal drugs when they report to work. In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Investigate reports of dangerous behaviors.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.

#### **c) Assistance**

Employer recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family member assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

#### **d) Communication**

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.
- Every supervisor will receive training to help them recognize and manage employees with alcohol and other drug problems.

#### **Policy:**

##### **a) Covered Employees**

All Town/Commission/Consortium employees are subject to this policy which includes full time, part time, temporary, seasonal employees, and interns.

##### **➤ Commercial Drivers' License (CDL) Positions:**

*Employees with a CDL as required by their position should refer to [Appendix #1: Drug and Alcohol Testing Policy and Procedures](#). Also the [Employer Vehicle and Driving Record policies](#).*

##### **b) Applicability**

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours and while on call, paid standby.

##### **c) Prohibited Behavior**

It is a violation of our drug-free workplace policy to use, consume, possess, distribute, purchase, sell, or otherwise illegally transfer alcohol, marijuana, or illegal drugs, or intoxicants while on the job, on organization's property or when operating organization's vehicle or equipment. Employees moderately consuming alcohol during employer functions will not be violating this policy as long as they are not on call or operating employer equipment.

##### **d) Prescription and over-the-counter drugs**

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting with the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the employee's ability to perform safety sensitive activities, as requirement of the job, in a reasonable manner or may present a threat to the employee's safety. If the use of a

medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, notify supervisor, request change of duty) to avoid unsafe workplace practices. Notification to the supervisor does not include the name of the drug or why a medication is being taken, only that their ability may be impaired.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

#### **e) Consequences**

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

If an employee violates the policy, they will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

#### **f) Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

#### **g) Drug and Alcohol Testing**

Employees may be required to participate in a drug and/or alcohol test for the following reasons: post-accident, reasonable suspicion, return-to-duty, and follow-up testing, as determined by the Town Supervisor, General Manager, department manager and Human Resources Manager. All employees with a CDL are subject to random testing as referred to in A) above. Post-accident refers to workplace accidents, which caused any person to go to the emergency room or caused major damage to the employer or other's equipment (i.e.: bad vehicle or equipment accident.) Supervisors who make reasonable suspicion determinations are trained on the physical, behavioral and performance indicators of probable drug use and alcohol misuse.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Department of Health and Human Services and Substance Abuse and Mental Health Services Administration (DHHS/SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug and alcohol testing information will be maintained by Human Resources in a separate confidential record.

The substances that will be tested for are amphetamines, cocaine, opiates, phencyclidine (PCP) and alcohol. Testing for the presence of alcohol will be conducted by analysis of saliva (breathalyzer). Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and terminated immediately if they tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if they refuse to cooperate in the testing process in such a way that prevents completion of the test.

#### **h) Notification of Convictions**

Any employee who is convicted of an alcohol or criminal drug violation must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Failure to report will be considered a major infraction and grounds for a disciplinary action, up to and including termination. Employees engaging in conduct involving illegal drugs or alcohol will be subject to disciplinary action up to and including termination.

### **14) INFORMATION TECHNOLOGY SYSTEMS POLICY OVERVIEW**

The Town/Commission (employer) uses network and internet resources to support certain business operations, such as communicating, maintaining employer records, performing online banking transactions, and maintaining financial records including personal, private and sensitive information (PPSI). The Network Specialist (Town) and Geographic Information System/ Information Technology (GIS/IT) Specialist (Commission) (AKA: Network Administrator) is responsible for managing network security and data. Employer is responsible for creating and implementing information technology (IT) policies to help ensure security is maintained over the network and data. The employer intends to promote responsible use of its information technology systems in a manner that are consistent with the goals and objectives of this policy.

Consortium employees are covered under a separate Cyber Security Policy.

Technology that is shared by others and the outside connections (email, internet access, social media) implies some risk to the employer, network, data, and users. The employer will take reasonable measures to protect the employees from receipt of electronic material that may be offensive by utilizing good computer policies.

Departments may wish to develop ancillary procedures that support organizational requirements (e.g., payroll data entry, GIS, mapping) including procedural guidelines with regard to security, privacy and other areas of critical importance to the administration of these systems and the Records Management Program which are not addressed in this policy.

## **POLICY**

This policy is in accordance with and incorporates other employer policies concerning harassment, violence in the workplace, applicable work rules and provisions regarding coaching and discipline as outlined within the Personnel Manual.

*Information Technology Systems (ITS)*: defined as the network data, computers, networks, servers, phones, mobile devices, internet access, email and other similar items that are administered by the employer and for which the employer is responsible.

1. Information Technology Systems (ITS) provided by the employer for use by employees in the regular course of their duties shall be used for official business only. Any ITS use must be consistent with the provisions of this Policy and applicable employer policies, contractual obligations, or state or federal laws and may not endanger the integrity of the ITS. Any personal use cannot interfere with any official business.
2. ITS items are the property of the Employer, and must be treated, used, and safeguarded as such. If an employee damages or loses an issued ITS item, the employee must notify their department manager and Network Administrator immediately.
3. Installation or use of software, program downloads and other programs shall be preauthorized by the Network Administrator. Non- employer owned hardware physically connected to the network is prohibited. Employees may access the “guest” Wi-Fi network for their personal device use, as long as it doesn’t interfere with the employer’s Wi-Fi network or interfere with official business.
4. Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization. Accordingly, users must not access without authorization: email, data, or programs, or information protected under state and federal laws. Users must not release another person’s restricted information.
5. The Network Administrator, in consultation with the department manager, will establish privilege access to the ITS for each employee and/or position.
6. The employer reserves the right to remove or limit an employee’s access to the ITS and material posted on the ITS when applicable employer policies, contractual obligations, or federal, state, or local laws are violated. Network Administrator may establish ITS restrictions to protect the integrity and security of the ITS. (e.g.: limiting website activity, including specific sites.)

7. Users of the ITS should have no expectation of privacy and be aware that their activity may be subject to unannounced review and accessed by the Network Administrator and other involved personnel. All internet access, email messages, records of such messages, and ITS (including employer provided mobile devices) use are subject to unannounced review by the employer at any time.
8. Cyber security is highly important therefore, ITS must be safeguarded from cyber-attacks. Network Administrator will establish and enforce network password complexity requirements, wireless mobile computing, and storage device security. Network Administrator will establish and enforce online banking policy to include a defensive in-depth strategy. Employees are required to comply with established requirements.
9. Employer will create an IT contingency plan that is reviewed and updated as necessary to meet the organization's need.
10. ITS may NOT be used:
  - a. For private business solicitations or private commercial business ventures.
  - b. To view, download or post to ITS, material that is illegal, inappropriate, pornographic or prurient (except as may be necessary in the performance of an employees or officials duties for the employer), proprietary, in violation of employer contractual obligations, damaging to the employer, elected or appointed officials, officers, customers or employees, or considered by others as hostile or offensive based on any protected classification or because it is sexual in nature
  - c. To libel, slander, threaten or harass any elected or appointed official, officer, customer, resident, or employee.
11. Employer will provide security and cyber awareness training so that users have a reasonable level of knowledge on how to protect the ITS.

## **ITS POLICY VIOLATIONS**

Violations covered by this Policy include, but are not limited to the following:

- Using the ITS to forge, fraudulently alter, or willfully falsify or otherwise misuse Employer records (including computerized records, permits, licenses, identification cards or other documents or property) or to possess such altered documents;
- Recklessly or maliciously damaging the ITS
- Using employer assets and/or network access to damage the ITS.
- Failure to report issues or unusual performance of the ITS to the Network Administrator (or department manager if Network Administrator is not available) as soon as practicable.
- Electronically distributing or posting material in violation of copyright law, license restrictions or other contractual agreements.
- Launching computer virus or malware

- Downloading, transporting, or posting illegal, proprietary, or damaging material to an employer ITS in a manner that violates any federal, state, local or town law or employer policy.
- In any way use ITS in a manner which violates any federal, state, local or town law or employer policy.

## **REPORTING OF VIOLATIONS**

The employer will investigate thoroughly and promptly any violation of the Information Technology Policy. To the fullest extent practicable, the complaint, violation and resolution will be held confidential. Violators will be subject to appropriate coaching and/or disciplinary action, up to and including termination, in accordance with the coaching and disciplinary policies.

Anyone suspecting that a violation of this policy has occurred shall contact their department manager or the Human Resources Manager. Retaliation against anyone reporting a violation is forbidden. False accusation for personal gain will be considered violation of this policy and will be subject to discipline.

## **NOTIFICATION OF INFORMATION SECURITY BREACHES**

In compliance with §51.2 of the Town of Ithaca Code, if the employer owns or licenses computerized data that includes private information, it shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the system to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in Town Code § 51-4, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. The employer shall consult with the State Office of Cyber Security and Critical Infrastructure Coordination to determine the scope of the breach and restoration measures. The Town will maintain security measures over all protected information acquired for personnel matters including all health privacy information

## **SOCIAL MEDIA POLICY**

The employer recognizes social media as a prominent communication resource. The employer supports the appropriate use of social media tools to reach a broad audience, and to further the goals and mission of the employer. In addition to serving as a means of disseminating information, social media can facilitate discussion about issues, operations, and services among members of the public, staff and elected officials.

Employer Social Media Policy:

- All employer social media accounts requested (e.g.: a particular board or committee's Facebook page) shall be approved of by the respective department manager, Network Administrator and Town Board/Commission before they are created.

- Social Media accounts will be technically supported by the Network Administrator; content shall be supported by the respective department manager or assigned staff/committee member, in consultation with the committee/board chair.
- Network Administrator will maintain a list of approved social media accounts of the employer. User-names and passwords will be provided to the Network Administrator.
- The employer's website remains the primary internet presence, with information posted on social media being a secondary option and not the main source of information.
- All content published on employer social media accounts must comply with all employer policies and all federal and state laws.
- Any representative of the employer posting content or comments must identify themselves as an employee or representative and must conduct themselves in a manner that is in accordance with the Workplace Expectation policy and all other employer policies. Employees/representatives are expected to be respectful of all individuals they interact with online and be polite and respectful of other's opinions.
- Employer policies, rules, regulations, and standards of conduct apply to any employee or official who engages in social media activities of any type while conducting employer business. Using an employer email address, using employer issued equipment, communicating in one's official capacity, or engaging in social media activities while on work time constitutes conducting employer business. One must be cautious that social media postings can be perceived as an official posting even when commenting in one's non-official capacity.
- Any representative posting information by means of social media is strictly prohibited from disclosing confidential or protected information.
- Employer reserves the right to restrict or remove any content from its social media accounts that it deems in violation of this policy or any other employer policy or federal or state law.

## **15) CELLULAR PHONE and DEVICES POLICY**

### **Purpose**

To establish guidelines for the issuance and usage of company-owned and privately owned cellular telephones and devices as well as procedures for monitoring and controlling costs related to cellular devices use in connection with Town/Commission/Consortium (employer) business and to enhance employee safety along with limiting employer liability. This policy outlines the cellular device options supported by the employer's guidelines for appropriate use, and other administrative issues relating to cellular device reimbursements.

### **Scope**

This policy applies to all employees and officials who have a personal cell device which is used for employer business or during working hours or are responsible for any cellular device issued by employer or conduct business on behalf of the employer by using any cellular device.



### **Issuing an Employer Owned Cellular Telephone**

It is the policy of the employer to consider the issuance of a cellular device when the responsibility of an employee requires the need of a cellular device. Cellular devices will be authorized by the employee's supervisor or Human Resources Manager. The Network Administrator will be responsible for exact instructions on how to proceed and will be responsible for determining the best plan and equipment. To take advantage of volume pricing discounts, the employer has standardized cellular device equipment, cellular service packages, and cellular accessories. There may be tax implications for any private use of an employer owned cellular device.

### **Cellular Device: Appropriate Use**

It is imperative that employer owned cellular devices be used to conduct employer business appropriately, responsibly, and ethically. The following must be observed by all cellular device users while in the course of their duties:

1. Employer-owned cellular devices are property of the employer, and must be treated, used, and safeguarded as such. If an employee damages or loses an issued cellular device, the employee must notify their manager and the Network Administrator immediately.
2. No employee is to use an employer issued cellular device for the purpose of illegal transactions, harassment, or obscene behavior, in accordance with other existing employee policies. Employees using private cellular devices during work hours are subject to appropriate uses of the phone, as reflected in the Information Technology Systems Policy.
3. Personal cellular devices used during work time should be for emergency use or used during breaks or lunch times. Cellular device use should not interrupt or impede the normal course of business, the same as private calls on an employer's land line phone are not allowed to impede business.
4. Cellular device should be on "vibrate" when appropriate (e.g.: office setting, during meetings) to reduce the distraction and interruption to others.
5. To reduce safety hazards employees are prohibited from using a cellular device while operating a motor vehicle or equipment unless hands free devices are being used. The employee is liable for any tickets issued. Safety First!

### **Reimbursement for Cellular Device or Calls:**

It is also the employer policy to reimburse employees for cellular device use incurred on behalf of the employer via an employee-owned cellular device. Some positions may be eligible for a monthly reimbursement allowance, based on the appropriate collective bargaining contract. Employees receiving a monthly reimbursement allowance cannot also get reimbursed for calls.

1. Employees may be reimbursed for business calls made on their own cellular device; however, cellular access charges are the responsibility of the employee and will not be paid by the employer. Reimbursement requests should be made on a Voucher with a copy of the detailed phone bill attached. If the copy of the bill does not list whom the calls were made to (or received from as the case may be),

the employee will be required to provide any such further information as the Town may reasonably request.

2. Some employees and union employees are authorized a monthly reimbursement allowance, which will be reimbursed through payroll as a taxable benefit. If the cell phone is required, then the employee must notify their department manager of any changes to the number and must replace the phone if damaged.

### **Policy Non-Compliance**

The Human Resources Manager and the employee's Department manager shall be advised of any breaches of this policy and will be responsible for appropriate remedial action, which may include revocation of the privilege to use cellular devices and disciplinary action, including suspension or termination of employment.

### **Reimbursement Rates**

Rates for quarterly reimbursements are established in the corresponding union contracts. Other Town/Commission/Consortium employees approved for reimbursement will receive the corresponding union rate, unless there is circumstance that would make the rate too high or too low.

**II**

**GENERAL**

**INFORMATION**

**SECTION**

## 1) HOURS OF WORK

Town Hall's (including the Consortium) standard work week is 37.5 hours consisting of Monday through Friday from 8:00 a.m. to 4:00 p.m. with a 30 minute unpaid lunch break. However, some Town Hall staff work a 40-hour workweek, with standard hours determined by the Department manager. Public Works Facilities' standard workweek is 40 hours consisting of Monday through Friday from 6:30 a.m. to 3:00 p.m. with a 30 minute unpaid lunch break. The Commission's Distribution and Administration departments standard workweek is 40 hours consisting of Monday through Friday from 8:00 a.m. to 4:00 p.m. with a paid 30 minute lunch break. Production department staff work varied shifts based on the operational needs of the system and receive a paid half hour lunch break. Commission employees must be available for work at all times, including during their lunch. The standard hours can be changed or altered by a Department manager/ General Manager and/or Town Board/ Commission/ Consortium. At the request of the Department manager or employee, some employees may work other hours than these standard hours.

### a) ALTERNATIVE WORK SCHEDULE

An Alternative work schedule is one that is pre-established and is different than the standard workweek for that department. The Alternative Work Schedule must be requested and approved of in writing by the employee's Department manager. A copy of the approval will be filed in the employee's personnel file. An Alternative Work Schedule will only be considered if it is feasible given the nature of the employee's work duties and departmental requirements. Employees working an Alternative Work Schedule must adjust their schedules to account for holidays. A remote work policy is also possible in certain circumstances, refer to the Miscellaneous Section for the REMOTE WORK POLICY AND PROCEDURES.

### b) FLEX TIME

Flex time is when an employee, on an occasional basis, adjust their work times due to night meetings or other job requirements. With prior approval by the employee's department manager, an employee may start their workday early or work later some days and work more or less hours on other days in the same work week. Flex time also allows employees to work from home or work on weekends if the work complexity allows and they have prior approval. Flex Time is based on a work week basis on not on the biweekly pay period. Therefore, the employee's hours must meet the minimum number of hours established for their position each week.

Flex Time does not mean working late to make up for being late; paid time off such as Sick Time should be used in these situations. The employee must have prior approval by their department manager to work beyond the standard work week hours, see Compensatory Time Policy below.

### c) OVERTIME

Hours an employee works that are beyond 40 hours per week. The Fair Labor Standards Act of 1938 requires that overtime pay must be paid at a rate of not less than one and a half (1½) times the non-exempt (hourly) employee's regular rate of pay for each hour worked in excess of 40 hours per week. Overtime is calculated on a weekly basis, not on a bi-weekly pay period. Paid time off used in a week will be included in the calculation of overtime pay. Public Works, Production and Distribution employees are responsible for emergency response and are required to respond to overtime calls.

#### d) COMPENSATORY TIME

Compensatory time is time that employees earn when they work over their regular weekly hours. The Department manager must approve of the hours prior to them being worked. Hourly employees will earn compensatory time at straight time from 37½ to 40 hours per week and will earn compensatory at one and one half (1½) times for all hours over 40 in a week. Compensatory time can accrue up to a maximum of 40 hours on a rolling basis. Paid time off (including banked compensatory time) used in a week will be included in the calculation of Compensatory Time. Employees have the option to reduce the fringe time taken or earn compensatory time. Generally, Town Hall and other office type employees earn compensatory time versus paid overtime, due to the flexibility of schedules and the lack of emergency response. Compensatory time must be earned prior to use.

A signed written agreement to accept compensatory time at time and one half needs to be on file for all hourly staff. [Exhibit A: Compensatory Time Off Agreement](#).

Salaried staff should refer to [Appendix 2 Additional Time Policy for Exempt Employees](#).

#### e) SHIFT DIFFERENTIAL PAY

Shift Differential pay is an additional amount added the employee's regular rate of pay for working an assigned shift outside the standard hours. Shift Differential is not applied when an employee works late for overtime, but when they are working a set workweek schedule.

Commission: Production and Distribution employees whose scheduled shift is 4:00 pm to midnight (2<sup>nd</sup> shift), and from midnight to 8:00 am (3<sup>rd</sup> shift) will be paid a per hour shift differential, as established in the union contract.

Town: Public Works employees working a second or third shift will be paid a per hour shift differential, as established in the union contract.

Overtime hours that are an extension of the scheduled shift (before or after) will be paid at one and one half (1½) times that shifts' hourly rate (shift overtime). For example, if an employee's regular shift ends at 8:00 am, and the employee works until 10:00 am, the employee will be paid two (2) hours of overtime based on their regular rate of pay plus that shift's differential. If the employee working a shift differential shift requests compensatory time in lieu of paid overtime the compensatory time will be paid out at the employee's regular rate of pay at the time the compensatory time is used. The regular rate of pay will not include the shift differential premium.

#### f) CALL BACK / CALL IN TIME

Times when an hourly employee is called back to work outside their regular working hours for unusual or unscheduled circumstances, i.e., snow, watermain breaks, trees down, water plant issues. This time does **not** run-in conjunction with their normal workday since they are expected to leave prior to when their next shift begins. This time worked also does not constitute receiving shift pay, as it is not a scheduled shift. For time when an employee is called in and then stays at work for their regular scheduled shift, the extra hours are paid as regular overtime not as Call Back Time. Guaranteed minimums are established in the corresponding union contract for Production, Distribution, Engineering and Public Works staff. Town employees who repeatedly fail to respond to emergency call in or refuse

emergency call in work; may be subject to coaching and, if such actions persist then disciplinary action may be taken.

g) ON CALL PAY: *(Relates to the Commission only)*

On Call Pay is provided to specific Commission Production and Distribution staff that are required to be ready and available to respond when called for emergencies. Employees designated are required to rotate being “on call” weekday nights from 4:00 pm to 8:00 am, all day on weekends and holidays. During this time, the on-call employee must remain in mobile device contact and be able to respond to the water plant or work site within one (1) hour, fit for duty. This provision is in addition to overtime pay for any hours actually worked while on call. One person is designated for on call per department, however, other department staff still may be called in for assistance. Refer to the union contract for further details.

## **2) DATE OF HIRE**

If an employee is originally hired in a full-time temporary status that later converts to provisional, probationary, or regular status without a break in service, the original date of hire will be the first date of employment. Permanent employees who leave and return will be given credit for all previous spans of service for vacation accrual and other benefits based on years of service. Employees who return within two (2) years from their previous termination date will have their sick balance reinstated up to a maximum of 80 hours.

## **3) CIVIL SERVICE CLASSIFICATION**

The Town/Commission/Consortium is regulated by New York State Civil Service rules and regulations and has been compliant with Civil Service since 1995. The Tompkins County Human Resources Department acts as the Civil Service office for the municipalities within the county except for the City of Ithaca. The Town/Commission/Consortium enlists with the County all positions and employees filling such positions. Under Civil Service law, there are two (2) categories a position could be placed in.

### **A. CLASSIFIED:**

This service consists of all offices and positions in the civil service system not included in the unclassified service. There are four classes of positions. (Civil Service Law, Section 40)

1. Competitive: Positions for which it is practicable to determine the merit and fitness of applicants by competitive examination. (Civil Service Law, Section 44)
2. Non-Competitive: Positions that are not in the Labor or Exempt class and for which it is not practicable to ascertain the merit and fitness of applicants by competitive examination. (Civil Service Law, Section 42)
3. Labor: Positions for which competitive tests are impracticable due to the unskilled nature of the job. (Civil Service Law, Section 43)
4. Exempt: Those positions for which competitive or not-competitive examinations or other qualifications requirements are not practicable. Exempt appointments are “at will” of the appointing authority and the

incumbent has no civil service status or protection. (Civil Service Law, Section 41)

B. UNCLASSIFIED:

These positions are not under civil service authority or protection. For the Town these are elected and appointed officers including the Town Clerk and Highway Superintendent. (Civil Service Law, Section 35)

**4) FULL-TIME EMPLOYMENT**

An employee, who works at least 35 hours per week on a 52-week basis, is considered a full-time employee. Through Civil Service, positions are classified in two categories.

A. PERMANENT (REGULAR) APPOINTMENT:

Appointments made from the most recent Civil Service exam eligible listing or appointments made for positions in the Non-Competitive, Labor or Exempt Civil Service Classifications.

B. PROVISIONAL APPOINTMENT:

An appointment made to a competitive class position when no eligible list exists. Appointee must take the next exam and must be one of the top three reachable candidates from the eligible listing in order to achieve permanent appointment. Provisional employees are considered "at will" employees. (Civil Service Law, Sect. 65)

**5) PART-TIME EMPLOYMENT**

Employees who are hired to work less than 37.5 hours per week are considered part-time employees. Part-time employees who work at least 20 hours per week are eligible for prorated paid time off such as paid holiday vacation, sick, personal time, and bereavement leave. Dividing the employee's standard workweek by five days gives a prorated amount for calculating average daily hours for benefit purposes. (Example: 20 hours a week divided by 5 days equals 4 hours for holiday pay, sick hour accumulation, etc.)

All part-time employees are covered by workers' compensation and unemployment, and are eligible to participate in the retirement system, deferred compensation program and wellness program. Life Insurance and Short-Term Disability are available to those working at least 30 hours per week. Health and Dental insurances are available to those working at least 20 hours per week. Refer to the [Health and Dental Insurance](#) section.

**6) TEMPORARY EMPLOYMENT**

Temporary employees are those hired for a short period of time (less than 26 weeks) to cover a shortage in the workforce but are not meant to become a permanent status employee. Temporary employees are not eligible for paid time off such as vacation, holiday, bereavement time, personal or sick time. (Time off without pay can be arranged through their immediate supervisor.) Health, Dental, Life and Short-Term Disability insurances are not available. Temporary employees do have the option to join the New York State and Local Retirement System and are covered by workers' compensation, unemployment and

Jury Duty pay. Some temporary employees hired to work more than 6 months are eligible for the same benefits as a permanent full-time or part-time employee.

## **7) EMPLOYMENT PHYSICALS**

Employees hired for certain permanent full-time positions that required physical endurance will receive a physical examination by a physician chosen by the employer to determine fitness for the position assigned. The examination, provided at the employer's expense, will occur as soon after the hire date as is practical. Employment is contingent on meeting the minimum level of fitness for the position.

## **8) PROBATIONARY PERIOD**

Required by Civil Service Law, every employee appointed to "permanent" status is subject to completing *a minimum* of twenty-six (26) weeks of probation. During this probationary period, the employee is considered "at will" and will have written performance evaluations completed by their department manager to determine the outcome of the probationary period. Employees promoted must complete *a minimum* of eight (8) weeks of probation.

The probationary period does not begin for "provisional" employees until they reach "permanent" employment status. Provisional employees do need to successfully complete six (6) months of employment before being eligible to use vacation time.

## **9) PERFORMANCE REVIEWS**

The Town/Commission/Consortium believes that a performance review system can help the employer identify and correct performance problems, plan employee career development, assess readiness for transfer or promotion, and improve productivity by communicating goals and expectations to employees. Written performance reviews will be completed annually for all employees based on a pre-determined schedule agreed to by the Department manager and Human Resources Manager. New employees will be evaluated after three months of service and again prior to six (6) months of service. The employee's immediate supervisor and/or Department manager will complete the performance review and will meet with the employee to review the evaluation together. Employees are entitled to add additional information or remarks to the evaluation. Evaluations will be kept in the employee's personnel file in the Human Resources Office. Refer to: [Exhibit B: Performance Evaluation Form.](#)

## **10) WAGES**

Salary and wage determinations is a part of the annual budget process or union negotiations depending on position. Wages are currently based on an annual cost of living adjustment to the wage scale. The Town Board/Commission/Consortium considers wage adjustments during the tentative budget and final budget meetings held each year. Contact the Human Resources Office for copies of the Job Classification Schedule, Wage Scale, and union contracts.



## **11)STIPENDS**

Stipends may be utilized only as approved by the employer. Stipends are used to provide additional pay for a specific reason.

## **12)LONGEVITY**

Employees with a specific number of years of service will receive an annual longevity payment. This payment will not be added to the employee's hourly wage at any point but is strictly an additional payment for dedicated years of service. The years of service are based on the cumulative service credit as of December 31<sup>st</sup> of that year. The annual lump sum payment is a taxable benefit and will be paid in a separate check around the second paycheck in November. Longevity is reportable income for the NYS retirement system.

When an employee retires and is eligible for a longevity payment, they will receive a prorated longevity payment in their final pay based on date of retirement unless they have already received the longevity payment for that year. Employees that resign or otherwise terminate services will not be provided with a prorated longevity payment.

Proration formula: (longevity amount for that year/12 months) x number of months completed by retirement date.

All unionized employees should refer to their union contract for their longevity plan.

### **Town's Longevity Plan for those hired **prior** to 8/1/2010:**

Employees with ten (10) years of service will receive \$300. Every year of service thereafter, the employee will receive the previous year's amount plus an additional \$50.

Example: 10 years of service -\$300 11 years of service - \$350 12 years of service -\$400

### **Town's Longevity Plan for those hired **on or after** 8/1/2010:**

For Town non-unionized employees with five (5) years of service the following longevity schedule applies.

|                        |       |                             |         |
|------------------------|-------|-----------------------------|---------|
| 5- 9 years of service  | \$200 | 20-24 years of service      | \$ 800  |
| 10-14 years of service | \$400 | 25 or more years of service | \$1,000 |
| 15-19 years of service | \$600 |                             |         |

### **Commission's Management Staff Longevity Plan:**

|               |       |                   |       |              |       |
|---------------|-------|-------------------|-------|--------------|-------|
| 5-9 Years-    | \$250 | 10-14 Years-      | \$500 | 15-19 years- | \$650 |
| 20-24 years - | \$750 | 25 years or more- | \$850 |              |       |

### **Consortium's Staff Longevity Plan:**

|                        |       |                             |       |
|------------------------|-------|-----------------------------|-------|
| 10-14 years of service | \$300 | 15-19 years of service      | \$400 |
| 20-24 years of service | \$500 | 25 or more years of service | \$600 |

### **13)PAY PERIODS**

Pay periods consist of two weekly terms, which begin on Sunday and conclude on the following second Saturday. Payday is the Friday following the ending of the pay period. On occasion, the issuance date of pay may be adjusted due to weather, computer malfunction, illness, holidays, or other reasons beyond the control of the Town. Checks and pay stubs, issued each payday, itemize year-to-date deductions. Available paid time off balances (vacation, sick, personal, and compensatory time) will show on the pay stub. Direct deposit is required, except for special pays, as they may be paid with a paper check.

### **14)TIME SHEETS**

All employees are required to fill out a time sheet in ink daily, sign it on the last day of the pay period and turn it into their Department manager. Time shall be charged at one quarter (.25) of an hour basis.

### **15)BREAK PERIODS**

All employees are allowed a twenty-minute paid break period (which can be broken up or taken all at one time) for each full day shift. With prior Department manager approval, a break period can be used to extend a meal period, however, it cannot be used to shorten the workday.

### **16)MEAL PERIOD**

#### Commission:

All commission employees will be paid to work through their lunch period due to the need for continued coverage and equity between departments.

#### Town/Consortium:

For each full shift (of at least 6 hours) the employee works, they shall be entitled to a completely uninterrupted 30-minute meal period. Employees shall report the time the meal period is taken on their time sheet. Employees cannot shorten their workday or earn compensatory time by not taking a meal period. Department managers are responsible for making sure their employees can take advantage of the 30-minute meal periods. Only under special circumstances will employees be paid (or earn compensatory time) to work through the meal period, as determined by the Department manager. All employees (hourly and salaried) working more than five hours and forty-five minutes must take a 30-minute meal break.

### **17)PAID MEAL PERIODS (Relates to the Town PWD only)**

Public Works employees who are called into work due to emergencies and need to arrive at the Public Works Facility as soon as possible, most likely do not stop to make lunch. Also, employees may be asked to stay after normal working hours, and typically, do not have another meal with them.

Public Works employees called into work before 6:00 am, or who work until at least 7:00 pm, will be credited for a paid meal. "Paid meal" should be so marked on the time sheets. This policy does not apply when called in emergency work on nights, holidays, and weekends. Refer to the union contract for more information.

## **18)ATTENDANCE AT SPONSORED FUNCTIONS**

The Town/Commission/Consortium sponsors functions during regular work hours that may require the closing of the facilities to the public, so that all staff are afforded the opportunity to attend. Attendance at such functions is strongly encouraged, as an important element in creating camaraderie among staff and board members. All employees attending or not will be compensated for their standard workday, without the use of any leave time, by reporting the time as "O" for Other Time. Employees that have taken the whole day off need to use paid time off leave only from the start of their day to when the facility is closed to the public for the event. If an employee works past the time the facility closes or must return to work, the employee should indicate such time worked on their timesheet and receive credit for it.

## **19)WEATHER RELATED TIME-OFF PROCEDURES**

### **A. EMERGENCY CLOSING PROCEDURES**

The Town Supervisor (Town), General Manager (Commission) and Executive Director (Consortium) make the final decision for closing offices and facilities during inclement weather or other unusual incidents. This decision will be based on information provided by the Director of Public Works/ Highway Superintendent, Sheriff's Department, Tompkins County and other sources.

- 1.) If the Town Supervisor closes any Town facility, then they will notify the Human Resources Manager and the media. If the General Manager closes that facility, then they will notify the media and the Human Resources Manager. If the Executive Director closes the office, then they will notify the Human Resources Manager.
- 2.) The Human Resources Manager (Town), the General Manager (Commission), the Executive Director (Consortium) (or their designee) will notify employees as soon as possible that the office/facility is closed. If staff is not notified that the facility is closed then the facility is considered opened and they should report to work at their regular time (see below, road closures.)

### **B. OFFICES OFFICIALLY CLOSED**

The Town Supervisor (Town)/ General Manager (Commission)/ Executive Director (Consortium) may officially close the public offices due to weather or other issues.

**Town Hall:** Non-Essential staff not required to work will be dismissed from their duties and paid in full, using "Other" time for the length of time the offices were officially closed to the public up to their normal workday, e.g.: 7.5 or 8.0 hours. If any work is performed at the office or remotely when the office is officially closed, that time shall be recorded on the employee's timesheet as hours worked in addition to the "Other" time hours.

**Public Works Facility:** Due to specific job duties and responsibilities, some employees might be essential and be required to come into work or remain at work during weather events. All essential Public Works Facility employees are required to remain at work or report to work, unless specifically notified otherwise by their Department Head.

Employees already off using paid time off leave and not required to come to work will use "Other" time.

Essential Public Works Facility employees required to work when Town Hall offices are officially closed will receive overtime at time and one half for the total number of hours that Town Hall is closed in addition to any other overtime they would earn that day. For example: if Town Hall offices closes at noon, Public Works Facility essential staff would be paid at time and one half for those 4 hours **and** any hours worked before or after their regular hours. Full day closures would be eight (8) hours of overtime pay. Employees scheduled to work any shift during the day of closure will receive the extra overtime hours.

**Commission:** If the Commission, closes certain departments, then only notified essential personnel are required to remain at work or to report to work. Essential Commission employees required to work when some departments are officially closed will receive, over and above their regular pay "Other Time-snow" to use at a later date equal to the number of hours the departments were closed. For example: if Administration department is closed at noon, other essential Commission staff working would receive four (4) hours of "Other Time-snow". Full day closures would be eight (8) hours of "Other Time-snow". Employees already off using paid time off leave will use "Other" time for the number of hours of the closure, up to their regular scheduled hours. Employees scheduled to work any shift during the day of closure will also receive the "Other" time. Employees working a different schedule and therefore, not scheduled to work the day of the closure, will not receive "Other" time. For example, an employee that works Monday through Thursday would not receive "Other" time if the closure was on a Friday. Use of "Other" time shall be requested off (preferably within 30 days of the closure) using the same procedure as requesting Vacation time. The "Other" time must be taken all at one time and not spread out over multiple days.

- Official Road Closures:

If the roads are officially closed by the County Sherriff, then only essential positions are required to report to work during road closures. Essential staff members should be sure to have their employer ID cards when commuting on closed roads. All non-essential positions will not be required to report until the roads have re-opened. Non-essential positions will use "Other" time for the time that the roads are closed. Once the roads are opened employees should report to work within 60 minutes. For time beyond the 60 minutes the employee may use paid time off leave. Time should not exceed a regular work shift. Employees should contact their department manager if they are not going to come in and are requesting to use paid time off leave, or the remote work option or are going to be later than the 60 minutes. Refer below for listing of positions that are considered as Essential and Non-Essential for each location.

\* This policy includes counties other than Tompkins, which staff may live in or drive through to arrive at the facility.

\* During some emergency situations non-essential staff may be notified to report to work to aid in coverage by providing relief time of essential staff or due to their particular skills, e.g.: Code Enforcement, Engineering, IT, administrative positions.

### C. OPEN DURING INCLEMENT WEATHER- WEATHER ADVISORY:

The safety of employees is of great importance. Therefore, during inclement weather when offices remain open, and the employee does not feel they should attempt driving to work or want to leave early then they should contact their department manager. The employee shall notify them that they will be using paid time off leave and will not be in due to the weather; will be coming in late/ leaving early (specifying an approximate time) or requesting to work remotely. No payment will be made for this time off unless paid time off leave is used.

#### **Essential and Non-Essential Position Listing**

##### **Commission:**

Essential Staff: General Manager, Production Manager, Distribution Manager, Water Treatment Plant Operators, Electrical & Mechanical Technicians, Distribution Operators, Sr. Water Maintenance Specialist, and Assistant Production and Distribution Managers

Non-Essential: Finance Manager, GIS/IT Specialist, Water Maintenance Specialist, Principal Account Clerk Typist, Sr. Account Clerk Typist, Account Clerk Typist, Administrative Assistant III and any other administrative positions created.

##### **Public Works Facility:**

Essential Staff: Highway Superintendent/ Director of Public Works, Deputy Highway Superintendent, Water/Sewer Maintenance Supervisor, Parks Maintenance Manager, Working Supervisor, Sr. Heavy Equipment Mechanic, Heavy Equipment Mechanic, Heavy Equipment Operator, Motor Equipment Operator, Laborer, Maintenance Supervisor, Maintenance Worker, Administrative Assistant IV.

Non-Essential: Director of Engineering, Sr. Civil Engineer, Civil Engineer, Sr. Engineering Technician, Engineering Technician I, GIS Analyst, Administrative Assistant I and any other administrative titles or positions created.

##### **Town Hall:**

Essential Staff: none

Non-Essential: Town Clerk, Deputy Town Clerk, Court Clerk, Director of Code Enforcement, Sr. Code Enforcement Officer, Electrical/ Code Enforcement Officer, Code Safety Inspector, Director of Planning, Sr. Planner, Sustainability Planner, Planner, Human Resources Manager, Finance Officer, Deputy Finance Officer, Bookkeeper to the Supervisor, Network Specialist, Computer Support Specialist, and all Administrative Assistant titles.

##### **Consortium:**

Non-Essential: All Consortium employees

## **20) DRIVING RESPONSIBILITIES:**

### **a) DRIVING RECORDS**

(FOR EMPLOYEES REQUIRED TO HAVE A NYS DRIVER'S LICENSE AND WHO DRIVE TOWN or COMMISSION VEHICLES):

**All employees must report to their supervisor and the Human Resources Office immediately any citation received when operating a Town/Commission vehicle. If employee is in an accident of any kind with an employer vehicle, they must contact the police.**

A driver's license is required for some positions, as is stated in the applicable job description. For these positions, it is mandatory there be a valid driver's license. The Town participates in the NYS DMV LENS program, which monitors the status of employee driver's licenses. Those with a history of infraction(s) relating to alcohol, drugs or any moving violations that could cause the loss of the required license may not be considered for certain positions.

Employees who are required to have a valid driver's license must report to their department manager and the Human Resources office, within five calendar days, any citation received when driving their personal vehicles. Employees who drive a Town/Commission vehicle, must report to their department manager and Human Resources Office any traffic violations that could cause their valid license to be revoked or suspended. If an employee in a position that requires a valid NYS driver's license, has not reported that the license has been suspended or revoked for any reason they are subject to an immediate disciplinary action up to and including termination. Termination may be applied even if a conditional driver's license has been granted.

### **CDL Drivers- Federal Motor Carrier Safety Administration (FMCSA):**

The Town will comply with all required programs under the FMCSA. The FMCSA passed regulations that require employer registration of all CDL drivers into the created Drug and Alcohol Clearinghouse, effective January 6, 2020. This program makes it more difficult for drivers to conceal their drug and alcohol program violations from prospective employers. Employers must perform an electronic and manual inquiry with previous employers covering a three-year history of drug and alcohol testing. This requirement will remain in place until a full three-year history is developed moving forward from the January 6, 2020, effective date. Once a complete three-year history is developed on the driver then prior employer information is no longer required.

### **b) SAFE DRIVING PRACTICES**

Our employees are our most valuable assets. The way they drive says a lot about them and our organization. We need to be sure they make a positive statement by following these work-related safe driving practices. To assist in creating safe and responsible drivers the Town/Commission provides Defensive Driving course every three years to staff that may use employer vehicles.

- **STAY SAFE**

- Use a seat belt at all times — driver and passenger(s).
- Be well-rested before driving.
- Avoid taking medications that make you drowsy.

- If you are impaired by alcohol or any drug, do not drive.
- The employer will take all steps to ensure employer vehicles are as safe as possible and will not require employees to drive unsafe vehicles.

- **STAY FOCUSED**

- Driving requires your full attention. Avoid distractions, such as adjusting the radio or other controls, eating, or drinking, and talking on the phone. Use of cell phones must be in a hands-free mode and texting, or any other non-hands-free use is prohibited.
- Continually search the roadway to be alert to situations requiring quick action.
- Yield to pedestrians in crosswalks, as they have the right of way, and be respectful and cautious of bicyclists.
- When distance driving drivers should stop for a break when needed and get out of the vehicle to stretch, take a walk, and get refreshed.

- **AVOID AGGRESSIVE DRIVING**

- Keep your cool in traffic and use techniques to reduce your stress.
- Be patient and courteous to other drivers.
- Do not take other drivers' actions personally.
- Do not tailgate, honk horn, pass or cut off other vehicles or act aggressively in any way.

## **21) COACHING POLICY**

The Town/Commission/Consortium encourage Department managers to provide coaching to their employees. Coaching is a means of discussing, mentoring and documenting performance that needs to be improved. Coaching is intended to provide the employee with the knowledge that performance needs to be improved and the means, by which to improve it. Typically, coaching involves setting goals with the employee and a realistic time frame for improvement.

Coaching is not considered disciplinary action. The purpose is to provide guidance to the employee for improvement. The oral coaching process can continue for a short or long period of time depending on the employee's actions. If the use of oral coaching does not resolve the issue, then written coaching forms may be used and put into the employee's personnel file. If continued coaching does not work in aiding the employee to correct the issue and further action is needed, the Department manager will then refer to the Disciplinary Policy. In situations requiring immediate action, discipline may be imposed, or Section 75 charges may be brought, even if coaching has not occurred.

Coaching Form is required for every accident/incident that caused damage to employer equipment/property, employee received a ticket, and/or caused personal injury to self or others. [Exhibit C: Coaching Form](#)

## **22) DISCIPLINARY POLICY**

The object is to improve performance and conformance to established work rules by an employee. This step will be taken only if coaching has not corrected the problem, or the circumstances or nature of the employee's actions or conduct require immediate disciplinary action.

Except as described below, the employer will adhere to the union contract or Civil Service Law, Section 75, whichever relates to the employee.

For non-represented employees to whom Section 75 applies, the employer may bring Section 75 charges and impose the following pursuant to New York Civil Service Law Section 75 procedures: reprimand, fine not to exceed one hundred dollars to be deducted from the salary or wages of the employee, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal. In lieu of imposing disciplinary action pursuant to Section 75, the employer may at its option follow a procedure of progressive discipline if the employee agrees.

For employees not covered by a union contract or Section 75, the steps in the procedure of progressive discipline by the employer may include but is not limited to:

- (a) Written warning letter
- (b) Suspension
- (c) Termination.

For situations involving major infractions or offenses shall be exempted from progressive discipline, regardless of the employee's prior record. Employees have the right to a representative of their choice during meetings that might lead to discipline or during a disciplinary meeting/hearing.

Warnings shall set forth:

- The extent of the problem.
- The violated rule, policy, or procedure.
- Suggested course of remedial action.
- Statements of consequences in the absence of improvement.
- Follow up action to be taken.

An employee shall acknowledge the receipt of a written disciplinary warning by signing the form. Signing does not mean that the employee agrees or disagrees with the disciplinary warning. The employee has a right to respond promptly to their supervisor or Department manager, in writing, to any written warning. All responses will be kept with the written warning in the employee's personnel file. The employee shall receive a copy of all documentation filed in their personnel file.

Any employee who has been disciplined in any way other than through the procedures spelled out in a union contract or through Section 75 charges and procedures may file a written grievance. [Exhibit D: Disciplinary Warning Form](#)

## **23) GRIEVANCE PROCEDURE**

Informal resolution through regular and open communication reduces the need for more formal procedures and is in the best interest of both the employee and the employer. The following steps may be taken when an employee has an on-the-job problem, i.e. difficulties with a supervisor or co-worker, working conditions, work requirements, feeling inequity in



treatment in regard to policy or personal problems that may impact work performance. An employee may not grieve a performance review. Temporary, Probationary and Provisional employees may utilize this procedure except for matters involving termination or extension of the probationary period. Decisions regarding these matters will be at the sole discretion of the employer's Personnel & Organization or Executive Committee. [Exhibit E: Grievance Form.](#)

**Step 1:** Employee should discuss the problem with the Department manager within five working days of the occurrence of the problem. Employee and Department manager need to make a concerted effort to resolve all problems at this level. If the problem involves actions of a serious nature of the Department manager, the employee should contact the Town Supervisor (Town)/General Manager (Commission)/Executive Director (Consortium) or the Human Resources Manager.

**Step 2:** If problem is not resolved by Step 1: the Department manager will meet with Human Resources /General Manager (Commission)/ Executive Director (Consortium) within five working days of receiving the completed written Grievance Form from the employee. Human Resources and/or General Manager/Executive Director will review the case and within three working days provide a written recommendation to the Department manager and employee. If the recommendation is not acceptable to the employee, then Human Resources and/or General Manager/Executive Director, within three working days, will meet with the employee and Department manager to discuss the matter. Human Resources and/or General Manager/Executive Director will make a follow up written recommendation, within three working days, to the employee and Department manager.

**Step 3:** If the solution recommended in Step 2 is unacceptable, the employee may request, within five working days that the problem be presented to the corresponding Personnel & Organization Committee. The committee will investigate the matter, meet with the employee, Department manager, Human Resources and General Manger/Executive Director, and render a written decision within seven working days. The decision will be final and binding on all parties, except in cases involving suspension without pay or discharge.

**Step 4:** In cases involving suspension without pay or discharge, the employee, if dissatisfied with the decision of the Personnel & Organization Committee, may request, within three working days that the Town Board/Commission/Consortium review the matter. The Town Board/Commission/ Executive Committee may review all previously documented information as well as conduct an independent investigation. The decision of the Town Board/Commission/Executive Committee will be rendered within 14 days and will be final and binding.

- All related documentation will be filed in the employee's personnel file.
- Unionized employees refer to the appropriate contract for Grievance Procedure.
- The grievance procedure does not apply to Section 75 charges or disciplinary action imposed through Section 75 procedures.

## **24) TERMINATION OF EMPLOYMENT**

When an employee voluntarily or involuntarily terminates employment, the last day worked will be considered the termination date and will be the date used for calculation of final pay, vacation pay, and termination of retirement benefits. Unless previously approved by the Employer, an employee's termination date will not extend beyond the last day of active employment.

In the case of voluntary resignation, at least two weeks written notice is required to be eligible for the payment of unused vacation accrual. The employee is expected to be at work all days of that two-week period. Department Heads may approve time off during the two-week notice timeframe, and not more than 2 workdays can be without prior approval using sick leave.

In the instance when the employee has not yet completed the first full six months of service, any vacation time borrowed will be deducted from their final paycheck. Any compensatory time not used will be paid out in the final paycheck, but in no instance will there be a cash payment for accrued sick time or unused personal days. The final paycheck for the last days worked will be issued on the next regular pay date.

Health, Dental and Life insurance coverage will continue until the last day of the termination month. Continuation of health and dental insurance coverage is available to former employees and their dependents under COBRA. For more information contact the Human Resources office and/or refer to the [COBRA](#) section.

All employees leaving employment will have an exit interview with the Human Resources Manager. This interview includes discussion on final paycheck, accrued vacation pay, return of keys, continuation of insurance, and an exit questionnaire.

**III.**

**EMPLOYEE**

**BENEFITS**

**SECTION**

**PAID TIME OFF LEAVES:** The employer offers paid time off (PTO) through designated leave banks to employees who work 20 hours per week or more and are not a temporary employee. PTO leaves include Holidays, Vacation Time, Sick Time, and Personal Time. “Other” time will be utilized for paid time away from work that is not a set number of hours per year. “Other” hours include time away from work for such things as Jury Duty, Bereavement Leave, Parental Leave, and cancer screenings.

## 1) HOLIDAYS

Employees are eligible for holiday pay effective date of hire. Holiday hours are based on the employee’s regular scheduled day, but not less than their regular workweek divided by five days. Employees who work four 10-hour days as their regular schedule will receive 10 hours of holiday pay. Employees who work a flex or part time schedule, the holiday pay is based on the total number of hours the employee is scheduled to work in a week divided by a standard five-day work week. {30 hours/ 5 days =6 hours holiday pay}

**Holiday Pay Eligibility:** An employee must have worked the last scheduled workday preceding and the first scheduled workday following the holiday, unless paid time off was previously approved, if a doctor’s note excusing the employee for that day is received, or if the Department Head and Human Resources Manager are otherwise satisfied with the employee’s reasoning for the absence.

There are twelve (12) paid full day holidays per year:

|                                    |                              |
|------------------------------------|------------------------------|
| New Year's Day -                   | January 1 <sup>st</sup>      |
| Martin Luther King JR's Birthday - | Third Monday in January      |
| President's Day -                  | Third Monday in February     |
| Memorial Day -                     | Last Monday in May           |
| Juneteenth                         | June 19 <sup>th</sup>        |
| Independence Day -                 | July 4 <sup>th</sup>         |
| Labor Day -                        | First Monday in September    |
| Columbus /Indigenous Peoples Day - | Second Monday in October     |
| Veterans' Day -                    | November 11 <sup>th</sup>    |
| Thanksgiving Day -                 | Fourth Thursday in November  |
| Day after Thanksgiving-            | Fourth Friday in November    |
| Christmas Day -                    | December 25 <sup>th</sup>    |
| Floating Holiday-                  | new date specified each year |

There are two- ½ day paid holidays per year:

*Employees will receive ½ of their standard workday as Holiday Pay (5, 4, 3.75 hours)*

(PWF closes at 10:30 am; Town Hall, Commission and Consortium close at Noon)

|                |                           |
|----------------|---------------------------|
| Christmas Eve  | December 24 <sup>th</sup> |
| New Year's Eve | December 31 <sup>st</sup> |

Floating Holiday: The floating holiday is a specific date determined by majority vote of all employees per location –Town Hall, Public Works, Commission and Consortium.

Observed holiday: If a holiday falls on a Saturday, the preceding Friday will be taken as the observed holiday. If the holiday falls on a Sunday, the following Monday will be considered the observed holiday. If an employee works on the actual holiday due to their normal shift, then, holiday pay will be given for the actual holiday only and not the

observed holiday. The Human Resources Manager may approve a moved holiday due to religious accommodations or job necessities.

## 2) VACATION TIME

Employees shall be eligible to take paid vacation time after completing the first six (6) months of employment. Vacation time can be taken in partial or full day increments.

If five consecutive days or more are being requested, the Time Off Request form or a detailed email must be submitted to the Department manager at least one week in advance for consideration of approval. Otherwise, the request form or email must be submitted at least 24 hours in advance for consideration. [Exhibit F: Time Off Request Form](#)

### A. ACCRUAL:

Vacation is earned based on a monthly accrual system. Accruals are posted on the first day of each month and are based on completing the previous month of service and on the total number of years of service completed as of that date. (Years of service are based on employee's most recent date of hire, with credit given for previous service time earned.) Hours accrued are prorated based on the employee's weekly schedule divided by a standard five-day workweek.

Employees must complete the full month in order to earn the vacation accrual for that month; **NO** prorating will be done for a partial month if an employee leaves service. New hires will accrue a full month's credit the first month instead of a prorated credit based on hire date. (Example: 7.5-hour employee hired any time in April would receive 6.25 hours of vacation on May 1st.)

| <u>VACATION SCHEDULE:</u> |                  |           |                               |              |                            |              |
|---------------------------|------------------|-----------|-------------------------------|--------------|----------------------------|--------------|
| <u>Years of Service</u>   | <u>Days/Year</u> | <b>OR</b> | <u>Hours accrued/ monthly</u> |              | <u>Max. hours. allowed</u> |              |
|                           |                  |           | <u>7.5 hrs</u>                | <u>8 hrs</u> | <u>7.5 hrs</u>             | <u>8 hrs</u> |
| less than 5 years         | 10 days          |           | 6.25                          | 6.67         | 112.50                     | 120.00       |
| 5 – 9 years               | 15 days          |           | 9.38                          | 10.00        | 168.75                     | 180.00       |
| 10 years                  | 16 days          |           | 10.00                         | 10.67        | 180.00                     | 192.00       |
| 11 years                  | 17 days          |           | 10.63                         | 11.35        | 191.25                     | 204.00       |
| 12 years                  | 18 days          |           | 11.25                         | 12.00        | 202.50                     | 216.00       |
| 13 years                  | 19 days          |           | 11.88                         | 12.67        | 213.75                     | 228.00       |
| 14 years plus             | 20 days          |           | 12.50                         | 13.35        | 225.00                     | 240.00       |

### B. MAXIMUM ACCRUAL:

The maximum vacation balance allowed is one and a half (1½) times the annual days accrued. Maximum levels are evaluated when monthly accruals are being posted. The monthly accrual will not accumulate when an employee's balance equals the maximum level allowed. Accumulation will continue when the balance goes below the maximum level allowed. In extraordinary circumstances, an employee may request their Department manager's approval to accrue above the maximum. In these instances, there shall be a time off request completed detailing the planned use of the vacation accrual to bring it back to the maximum level or less.

### C. PAYMENTS:

Employees, who are laid off, retire, or resign (with a two-week notice) shall receive payment for unused vacation time posted as of that date, (provided the employee is not being discharged for cause or not eligible). No payment for vacation time will be made if an employee terminates with less than six months service. Vacation time cannot be used to extend the last date of employment. In the event an employee dies while in service, payment of the vacation balance will be included in their final paycheck.

### D. BUY BACK:

Employees are allowed to sell back up to two (2) weeks' worth of accumulated vacation time annually, provided that at least one weeks' worth of vacation time in the preceding twelve months has been used. Employees must complete the vacation buy back form and submit it to Human Resources. Payment will be in a separate check on a specified non-pay week in November and is a taxable benefit.

## 3) SICK TIME

Employees are eligible for paid sick time effective date of hire. Employees must contact their designated supervisor at the start of every workday (or other prearranged time) to report the need to use sick time. Sick time is to be used if the employee is ill or injured or may be used to care for a sick family member. Sick time can be taken in partial or full day increments. If sick time is being used for a schedule medical related appointment or surgery, then the employee shall submit a Time Off Request Form or detailed email in advance to their Department manager for approval of the time off.

Employees absent from work for more than three consecutive working days due to an illness or injury must supply to the Human Resources Office a doctor's statement covering the complete absence. Documentation may also be requested if abuse of sick time is suspected.

Family Sick (FS): All employees may use up to two (2) weeks' worth of sick time to care for family members per year. "FS" shall be indicated on timesheet when using Family Sick.

### A. ACCRUAL:

Employees earn the accumulation of one (1) workday of sick time every month, which is accrued in hours on the first day of the month, for completing the previous month of service. A new employee's first accrual is prorated based on days worked their first month. Sick time accruals are prorated based on the employee's weekly schedule divided by a standard five day workweek. (Example: 40 hours workweek = 8 hours, 37.5 hour work week = 7.5 hours)

### B. MAXIMUM ACCRUAL:

It is important to build up a sick time reserve to assure continuation of full paychecks if out for an extended period due to an injury or illness under Short Term Disability or

Workers' Compensation. The Town's/Commission's/Consortium's maximum sick time allowed is **250 workdays** (or 2000 hours based on an eight (8) hour standard workday).

At retirement sick time may be used in two ways; pay for retiree health insurance and increase service credit through the 41j benefit with the NYS & Local Retirement System. For more information refer to Retiree's Benefit Plan and NYS & Local Employee's Retirement System

C. PAYMENTS:

At no point will a cash payment for accumulated sick time be made even when service is terminated due to retirement, resignation, or employee/retiree death.

**4) PERSONAL TIME**

Employees are provided and eligible to use paid personal time effective date of hire. Personal time can be used in hourly or daily increments and the employee shall submit a Time Off Request Form or detailed email in advance to their Department manager for approval of the time off. Personal time is designed to be used for activities, which cannot be completed after working hours. Examples: School visits, Doctor/Dentist visits, banking, professional service appointments, personal business, or family business. Personal time shall **not** be used in conjunction with vacation time or holidays.

A. ALLOTMENT:

Town/Commission/Consortium employees are granted four (4) personal days per year on January 1<sup>st</sup>. For new hires, the amount of time will be prorated based on date of hire.

B. MAXIMUM:

Employees with a personal time balance on December 31<sup>st</sup> will have the unused personal time converted to their sick time accrual bank. The conversion of personal time to sick time will not increase the maximum sick time accrual allowed.

C. PAYMENTS:

At no point will a cash payment for unused personal time be made even when service is terminated due to retirement or resignation. However, at retirement any unused personal time from that calendar year will be added to the sick time balance, if the employee's sick time is not at the maximum allowed.

**5) BEREAVEMENT LEAVE**

Employees are provided time away from work following the death of a family member designated below. Employees are provided bereavement leave in the event of a death based on the following:

**Five (5) days:** Employee's: spouse/partner, parents, and children

**Three (3) days:** Employee's: grandparents, siblings, and grandchildren  
Employee's Spouse/Partner's: parents, siblings, children, and grandchildren

**One (1) day:** Employee's: aunts, uncles, cousins, nieces, and nephews  
Employee's Spouse/Partner's: grandparents, aunts, uncles, cousins, nieces, and nephews

Bereavement leave shall be used by indicating "Other" time on their time sheet. Employees will complete a bereavement leave request form detailing the person, relationship, date of death and when the leave days will be used. Human Resources and/or the department manager, after contact with the employee, may complete the bereavement leave form for the employee.

Employees must use bereavement leave within 30 calendar days of the date of death. Employees can use days beyond the 30 calendar days with approval by the department manager on a case-by-case basis due to delayed services. If additional time is needed for family listed above or for others not listed above, employees can request from their department manager the use of any their paid time off leaves or request an unpaid leave of absence. Requests will not be unreasonably denied.

## **6) CANCER SCREENING LEAVE**

New York State Civil Service Law, Article 10, section 159-B and C require municipalities to provide excused leave for employees to undertake a screening for any cancer. Under the law employees shall be entitled to be absent under paid leave, not to exceed four (4) hours on an annual basis, to undertake a screening for cancer. Such leave shall not be charged against any other leave an employee is otherwise entitled to.

Employees claiming cancer screening leave shall complete a time off request form for the time away from work for the appointment. In addition, the employee shall turn in with their time sheet a Cancer Screening Claim Form that has been signed by medical provider or assistant. Such time shall be indicated on the time sheet by using "O" for other time.

[Exhibit N: Cancer Screening Form](#)

## **7) UNPAID LEAVE OF ABSENCE**

The Town Board/Commission/Consortium Executive Committee will consider leave of absence requests for all regular employees who have at least one year of service. The employee should submit a request for leave in writing to their department manager; the request should include a definite beginning and ending date. A minimum two-week written notification is required for a withdrawal or extension of a leave of absence.

An employee's department manager will submit the employee's request, along with their recommendation, to the Town Board/Commission/Consortium for consideration. The employee must use any accrued vacation or compensatory time before the unpaid portion of the leave begins; accrued sick leave may not be used. Paid time off leaves will not accrue during the leave period. Personal days will be frozen at the unused time. For continuation of health and/or dental insurance coverage, the employee will be required to pay 100% of



the premium for the period of the unpaid leave. An employee on a leave may not claim any bereavement or holiday pay. The decision to grant or withhold a leave, beyond the basic benefits provided by the Family and Medical Leave Act, is solely at the discretion of the Town Board/Commission/ Consortium.

## **8) SHORT-TERM UNPAID LEAVE**

Short-term unpaid leave is time absent from work without pay or the use of paid time off leave, up to a maximum of 2 weeks. The employee's department manager will consider these leaves on an individual basis. A specific return date is to be established. If the employee is unable to return on the date specified, they shall request for an extension not to exceed the two-week maximum. During the leave, paid leave time will continue to accrue and there will be no change in the employee's insurance coverage. Employee would be required to make up any unpaid insurance contributions in future paychecks.

## **9) FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

Employees who have at least one year of service and have worked 1,250 hours over the previous twelve months are eligible for up to twelve (12) weeks of unpaid, job protected leave per year\* for any of the following:

- (a) care of the employee's child (birth or placement for adoption or foster care);  
or
- (b) care of the employee's spouse/partner, adult or minor child, or parent, who has a serious health condition; or
- (c) for a serious health condition that makes the employee unable to perform their job.

\*Year is defined for leave purposes as any twelve-month period beginning from the first day leave was used, i.e.: leave starts April 30; therefore, the earliest date another FMLA can begin is April 30 of the following year.

A leave request should be initiated by the employee or may be initiated by the employer if medical reasons coincide with a workers' compensation or disability claim. Thirty days advance notice is required when leave is "foreseeable". FMLA shall run in conjunction with paid leaves such as disability or workers' compensation, and accrued paid time off leaves such as vacation, sick and personal time. Paid time off leaves shall be exhausted before employee starts an unpaid leave. This law provides that family leave may be taken on an intermittent basis. Medical certification is mandatory.

The employer does not participate with the NYS Paid Family Leave as it is not required of public sector employers.

## **10) PAID PARENTAL LEAVE POLICY**

The Town/Commission/Consortium does not offer the employees the New York State Paid Family Leave program, due to providing an enhanced short-term disability policy. However, the employer does provide paid parental leave to those employees that are going to become a parent either through the birth or adoption of a child or foster care placement of a child. This policy aligns with the employer's family friendly initiative and is complementary to the existing Federal Family Medical Leave Act (FMLA.)

**Eligibility:**

- Both part-time and full-time employees are eligible (seasonal employees are not eligible.)
- Employee must have completed at least thirty (30) calendar days of employment.
- Employees qualify for parental leave as birth parent or non-birth parent.
- Surrogacy arrangements for birth mother and non-birth parents are also included in the context of this policy.
- Birth mothers are eligible to use leave to cover the waiting period for short term disability, and the employee's share of hours thereafter.
- Approvals for all requests for paternal leave will be without discrimination against employees with protected characteristics.

**Provides:**

- Ten (10) consecutive workdays as a temporary paid leave of absence.
- Leave is paid without the need to use of any paid time off leave.
- Leave will be coded as "Other" time on timesheets.
- While on paid parental leave, the employees' position, regular pay, and benefits will be maintained.

**Requirements:**

- Employees begin their parental leave on the date child is born/adopted/placed unless they have requested to use their parental leave time at a later date.
- Leave may not be used before the day of birth or placement of the child.
- Leave must be taken within the first five (5) weeks immediately following the birth, adoption or placement of the child.
- Alternate arrangements, such as intermittent use or working part-time instead of taking full leave days, may be made at the discretion of the department manager and must be in writing.

Employees are eligible to request additional leave through the Federal Family Medical Leave Act. FMLA provides 12 weeks of job protected unpaid leave. FMLA must be subsidized by paid time off leave, if available. To extend the leave, a formal extension request must be submitted at least one week before the end of the leave time.

**Procedure to Request a Parental Leave:**

At least three weeks in advance, employee should submit a Parental Leave Request form to their department manager and the Human Resource Manager which details the following:

- the date of expected birth, adoption, or placement.
- the projected start date of the leave.
- the projected end date of the leave.
- submit certification of pregnancy with expected due date, expected placement for adoption, or foster care placement.
- the desire (if applicable) to extend the paid leave with Family Medical Leave Act time off.

Human Resources will review the request and determine the employee's eligibility for the leave. Approval of the leave will be in cooperation with the employee, their department manager, and Human Resources. [Exhibit O: Parental Leave Request Form.](#)

### **(a) LACTATION ACCOMODATION POLICY**

As part of our family-friendly policies and benefits, Town/Commission/Consortium supports employees by accommodating those who need to express breast milk during the workday. The employer acknowledges and complies with all requirements of the federal Patient Protection and Affordable Care Act, Section 7 of the Fair Labor Standards Act, and the PUMP Act which provides nursing women who wish to express milk for their infants during the work period certain accommodations. Effective June 7, 2023, NYS Labor Law Section 206-c expands the FLSA requirements.

NYS Labor Law requires an employer to provide reasonable unpaid break time or permit an employee to use paid break time or mealtime each day to allow an employee to express breast milk for up to three years following childbirth. The employer shall make reasonable efforts to provide a room or other location, in close proximity to the work area, where an employee can express milk in privacy. No employer shall discriminate in any way against an employee who chooses to express breast milk in the workplace.

#### **Lactation Accommodations:**

##### **Reasonable Time to Express Milk at Work**

Employees shall be provided with reasonable time to express milk while at work for up to three years following the child's birth each time the employee has need to express milk. Employees should use their usual break and meal periods for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time as negotiated with their supervisors. Employers shall provide unpaid break time at least once every three hours, if requested by employee.

##### **A Private Area for Milk Expression**

Employees will be provided with a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. The room will be in close proximity to the employee's workstation, when possible, lockable door, well lit, ensure privacy by covering any windows with a curtain, blind, or other covering, contain at a minimum a chair and a small table, counter, or other flat surface, ideally include an electrical outlet and nearby access to clean water.

All reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

## **Employee Responsibilities**

Breastfeeding employees will provide supervisors advance notice of the need for lactation accommodations, preferably prior to their return to work following the birth of the child. This will allow supervisors the opportunity to establish a location and work out scheduling issues.

Maintain the designated area so the area is clean for the next user. Ensure the safekeeping of expressed breast milk stored in any refrigerator on the premises. Breast milk can be stored in a general employee use refrigerator, or in the employee's personal cooler.

## **Employer Responsibilities**

This policy shall be communicated to all current employees and included in new employee orientation training. Employers will maintain the cleanliness of the room or location set aside for the use of employees expressing breast milk at work. Notify employees returning to work following the birth of a child of their rights under the federal and NYS laws. Employers shall notify all employees as soon as practicable when a room or other location has been designated for use by employees to express breast milk.

Town/Commission/Consortium will not discriminate in any way against an employee who chooses to express breast milk in the workplace. Anyone encouraging or allowing a work environment that is hostile to the right of a nursing mother could constitute discrimination and will be held accountable for such actions. Any act found to be intentional that invades a nursing mother's privacy shall be treated as a disciplinary offense and reported to the Human Resources Manager.

## **11) NYS & LOCAL EMPLOYEE'S RETIREMENT SYSTEM**

Membership in the New York State and Local Employees' Retirement System (NYS&LRS) is mandatory for all regular, full-time employees. Part-time, temporary, provisional, or non-classified employees have the option to join the retirement system unless the employee is an active member in the NYS&LRS through another employer. The Town Supervisor and paid Deputy Town Supervisor may also be members due to the number of hours they work.

There are different levels or "tiers" of membership in the retirement system that are determined by registration date with the retirement system. Employees who joined the System between July 1, 1976, and September 1, 1983, are considered Tier III members; those who joined the System after September 1, 1983, are considered a Tier IV member, those who joined on or after January 1, 2010, are considered a Tier V member and those who joined on or after April 1, 2012, are Tier VI members. Tier III, IV, V and VI members are required to contribute a percentage of their gross wages to the retirement system, every pay period. The contribution is a pretax deduction for Federal taxes only. A Tier III or IV member with 10 years of service credit or 10 years from the date of membership with the system will no longer contribute. Tiers V and VI require contributions the entire length of membership and they percentage may change based on tier and gross wages earned.

## VESTING:

Employees in Tier III, IV, V and VI are “vested” after 5 years of service in the system but can still withdraw their contribution funds up until they have 10 years of service credit. For Tiers III, IV, V and VI after 10 years of service, the employee is “completely vested” and can’t request withdrawal of the contribution but is assured a retirement benefit once retirement age is reached.

Retirement benefits are not based on the contribution by the employee. The contributions are used to help offset the cost of operating the retirement system. The retirement benefit is based on the employee’s Final Average Salary (FAS), age at retirement and the amount of service credit in the retirement system.

Additional pension benefit employees are eligible for is the **41(j) sick time accrual credit**. This benefit increases service credit by using the employee’s accrued sick time balance. To compute the additional months of service credit, the employee’s sick balance is divided by 30 days. Benefit levels may differ from tier to tier. For the Tiers prior to VI, the maximum sick time accrual is 165 days, which provides a maximum additional benefit of 5 ½ months.

Other benefits of the system once an employee has one year of service credit are:

- ✓ Members have death benefit coverage if they die while employed.
- ✓ Members can apply for loans based on their contribution amount and repay the loan through payroll deductions.

For more information regarding the retirement system refer to their website at [www.osc.state.ny.us/retire](http://www.osc.state.ny.us/retire)

## **12)457b DEFERRED COMPENSATION PROGRAM AND ROTH**

The 457b Deferred Compensation program is a voluntary retirement savings program available to all employees enabling them to set aside a portion of their gross pay before federal and state income taxes are deducted. Taxes would be paid as withdrawn or during retirement. Contributions are deducted automatically each pay period, and several investment alternatives are available. The minimum an employee can have deducted is \$10 a paycheck and the maximum level is determined by IRS legislation and changes annually. If an employee leaves service prior to retirement, the funds in this program can be left in or rolled into another 457 plan, IRA or other retirement plan. There is additionally an option for a Roth 457 payroll deduction. This deduction is a post-tax deduction, which makes the payments at retirement nontaxable.

## **13)LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE**

The Town/Commission/Consortium provides full time employees, working at least 30 hours per week, group term Life Insurance and Accidental Death & Dismemberment Insurance at a value of \$50,000. Employees also have the option to purchase an additional life insurance policy for themselves and their dependents. The cost of the additional policy would be the sole responsibility of the employee. The employer provided additional insurance may be converted to a term life policy at the time an employee leaves service.

#### **14)SHORT TERM DISABILITY INSURANCE**

Short Term Disability Leave is available to all employees. Short term disability is used when the disability leave will be for a maximum of twenty-six (26) weeks in any consecutive fifty-two (52) week period beginning as of the first use of disability.

Disability benefits will be paid for non-work-related illness after the 7-day waiting period (5 business days) and for non-work-related injury after 1 day. The employee must cover the waiting period using their sick time, but if depleted, then any paid time off leave can be used. After the waiting period, the Town will use code "Other-Dis" to subsidize 70% of the employee's regular hours per day (5.60 hours for an 8-hour workday). The remaining 30% of hours per day (2.40 hours for an 8-hour workday) shall be supplemented by an employee's sick time or any paid time off leave the employee chooses. The use of the employee's paid time off leave will allow the employer to issue the employee their regular full paycheck, continue to accrue paid leave time, continue health insurance, and be credited with days worked in retirement system.

If the employee has depleted all their paid time off leave, then they will be eligible for only the 70% paid by the Town, will no longer be eligible to accrue additional paid leave time and will no longer be reported as active to the state retirement system. There will be no change to their health insurance.

The Town may contract with a third party to process these claims. The employee must submit a claim form and provide an acceptable Doctor's statement for the claim to be processed. All decisions regarding the claim will be handled by the third party. Any reimbursement payments from the third party will be paid directly to the Town to reimburse "Other-Dis" time. If the employee accidentally receives a payment from the third party, they shall forward it to the Human Resources Office immediately. A doctor's statement authorizing a return to work is required. The Town and / or employee may request a light duty return to work.

#### **15)WORKERS' COMPENSATION INSURANCE**

Employees are provided with coverage, which pays for medical bills and disabilities due to an injury or illness sustained at and in the course of employment. The employer reserves the right to pay any first aid claims directly, when appropriate.

##### **A. Procedures for work related injuries or diagnosed illness are:**

- (1) Report all injuries/illnesses to your supervisor immediately, if possible, or within 24 hours of the incident.
- (2) If an employee requires immediate medical attention, the supervisor or safety officer will either take or meet the employee at the Urgent Care facility or Emergency Room.
- (3) When medical attention is needed, the appropriate forms shall be filled out as directed. Failure to do this may result in delayed Workers Compensation coverage.
- (4) In addition, an "Injury or Illness Incident Report" must be filled out by the supervisor for all incidents, even if it is minor, and submitted to the Human

Resources Manager for logging on the PESH 900 log. [Exhibit I: Injury Illness Incident Report](#)

- (5) Before returning to work, a doctor's note permitting the return and detailing any limitations is required.

#### PAY WHILE OUT OF WORK:

The rate of compensation authorized by the Workers' Compensation Board covers up to two thirds (2/3) of the injured employee's average weekly wage, subject to certain maximums as set forth by law. No compensation is provided for the first seven calendar days of the disability. However, compensation is payable from the first day of a disability if the injury results in a disability of more than fourteen days of lost work time.

The employer's policy is to allow employees to use their paid sick time leave to assure a regular uninterrupted paycheck while unable to return to work. The employer will reimburse a portion of the paid sick time leave used based on the reimbursement awarded by the Workers' Compensation Board. The amount of time credited back is calculated by dividing the dollar amount reimbursed by Workers' Compensation by the employee's hourly wage at time of the accident.

If the employee depletes their paid sick time leave or has been out of work for at least six (6) months, they are then converted to being paid directly through the Workers' Compensation carrier. An employee is considered on unpaid medical leave effective the date they start receiving direct Workers' Compensation pay. While on an unpaid leave due to a workers' compensation claim, the employee's health insurance will be paid at the same employer-employee ratio as prior to the leave, with the employee submitting any payment necessary each month. The health insurance will be paid for at the said cost share basis for a maximum of one year. Thereafter, the employee can continue the health insurance coverage, however, paying 100% of the premiums. The employee's paid time off leave accruals will stop until they return from the medical leave of absence. While on medical leave of absence no time or wages can be reported to the retirement system.

Employees will be encouraged to return to a transitional or light duty position as soon as medically possible. Refer to the Safety Manual for the Transitional Duty Program.

### **16) HEALTH AND DENTAL INSURANCE**

The Town/Commission/Consortium offers the employees and elected officials group health and dental insurance. New employees are given an opportunity to enroll with coverage within 30 days from the date of hire. Employees will also have the opportunity to add, delete or change coverage during the open enrollment period in November for January 1<sup>st</sup> coverage. The Employer will not pay any benefits directly; only benefits paid by the insurance carrier are available to employees. The Employer reserves the right to change the insurance carrier and, in conjunction with such change, to alter the level of benefits that may be provided.

#### **A. HEALTH INSURANCE:**

Health insurance coverage is offered to employees working 20 hours per week or more, long-term full-time temporary employees (hired to work 6 months or more), and some

elected officials. Coverage begins upon the first day of the month following the date of hire when all eligibility requirements are met. Coverage terminates on the last day of the month following retirement/termination date. Coverage changes due to a qualifying event will occur on the first of the month following the event, except for births, which will be effective on the date of birth. Domestic partnership coverage is available; for more information contact the Human Resources Manager.

➤ Health Insurance Employee Contribution and Coverage:

Employee contributions toward the monthly premium will be based on an amount for individual or family coverage as determined by the union contract or Town/Commission/Consortium resolution. Contributions are deducted the month preceding coverage (July deductions pay for August coverage), but the rate change for January coverage will start with January pays. Therefore, employees contribute the same amount January through December. [Appendix 5: Health/Dental Insurance Contribution Rates for Town non-union employees hired prior to January 1, 2017.](#)

Town non-union employees hired prior to January 1, 2016, will be given the option to select which health insurance plan they want to enroll in; either the existing PPO plan or the Platinum Plan\*. Employees hired after January 1, 2016, will be allowed to enroll only in the Platinum Plan. No new enrollments by any staff onto the PPO plan is allowed effective January 1, 2023.

Town non-union employees hired on or after January 1, 2017, and Commission employees hired on or after January 1, 2021, are eligible to enroll in the Platinum Plan only with an employee cost share of 15% of the monthly premium.

Union employees shall refer to their collective bargaining agreement for rates.

Consortium employees are eligible to enroll in the Platinum Plan only with an employee cost share of 20% of the monthly premium.

\*The Greater Tompkins County Municipal Health Insurance Consortium (Consortium) Standard Platinum Plan will have an Actuarial Value (AV) as defined by the Patient Protection and Affordable Care Act (ACA) equal to an overall plan benefit for the average participant of 90%. The Consortium will annually calculate the AV using the AV Calculator developed by the Centers for Medicare & Medicaid Services (CMS) Center for Consumer Information & Insurance Oversight (CCIIO), which was implemented in accordance with the Patient Protection and Affordable Care Act. If such calculator is no longer available or in use, the Consortium will have an independent Actuary develop the AV of the health insurance plan on an annual basis. The AV will be equal to 90% for the Platinum Plan within an acceptable deviation of + or – 2%. Any changes to the underlying plan benefits of the Greater Tompkins County Municipal Health Insurance Consortium Standard Platinum Plan to maintain the plan's AV will occur no more frequently than once a year with said changes being effective on January 1<sup>st</sup> each year.

➤ Health Insurance Buyback:

Employees who elect not to enroll with health insurance through the employer, shall be eligible for the Health Insurance Buyback program. Employee would receive 50% of the employer's annual contribution for an individual policy provided that the employee provides proof that the employee is covered by a spouse/partner or parent on another comparable health insurance plan. Employee must complete and submit to the Human Resources Manager an Affidavit of Intent during the annual open enrollment period to participate in this program. Employees will receive two equal payments in the first and



second paycheck of the month for every month they participate. This is a taxable benefit; therefore, it will be included in gross wages for that pay period. However, union dues will not be assessed on the benefit, and it is not includable income for the retirement system.

Employees hired prior to January 1, 2016, would be eligible for an amount equal to 50% of the PPO's individual monthly premium. Employees hired on or after January 1, 2016, in a non-union position would be eligible for a health insurance buy back based on 50% of the Platinum Plan's Individual monthly premium. Unionized staff should refer to their union contract for percentage amounts. [Exhibit H: Affidavit of Intent to Participate in the Health Insurance Buyback](#)

#### B. DENTAL INSURANCE:

Dental insurance coverage is offered to employees working 20 hours per week or more, long-term temporary employees (hired to work 6 months or more) and certain elected officials. Employee cost share of the monthly premium will be based on an amount for family or individual coverage as determined by union contract or Town/Commission/Consortium resolution.

#### C. FLEXIBLE SPENDING PLAN

Flexible Spending Account (FSA) is a voluntary benefit plan that is established under section 125 and 129 of the Internal Revenue Code. FSA's allows employees to pay for certain health care and dependent care expenses on a pre-tax basis, saving valuable tax dollars. The FSA is offered to employees working 20 hours per week or more and certain elected officials. Newly hired employees may enroll after their six (6) month probationary period ends during the next open enrollment period. Employees must enroll annually during the open enrollment period for this plan. The maximum amount allowed to defer for dependent care is the IRS maximum of \$5,000. Effective 1/1/2013, the maximum amount allowed to defer for medical expenses is the IRS maximum.

### **17) COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)**

COBRA mandates that all employees and their dependents are offered the option of continuing their membership, for a limited time, in the group health and or dental insurance plan to which they belonged. Dependents are also offered COBRA in other instances such as divorce, death of spouse, reduction in spouse's employment hours, etc. Dependent children can elect to continue coverage in the group plan when they no longer meet the eligibility requirements of their parent's contract.

Under COBRA, the person electing to continue coverage is required to pay 100% of the premium and is normally not eligible to continue this coverage if he or she becomes a member in another group insurance plan. Payment of premiums are due by the 20<sup>th</sup> of the month prior to coverage, and the Town reserves the right to cancel any person's coverage with accounts 60 days or more past due. Refer to the Human Resources Office for further information. [Exhibit I: COBRA information sheet.](#)

## **18)EMPLOYEE'S SURVIVOR HEALTH INSURANCE COVERAGE**

### 1). Eligibility:

In the event of the death of an employee who had at least five years of service, the decedent employee's dependents (spouse/partner and eligible children) can remain on the Employer's health insurance by paying 100% of the insurance premium. Coverage can continue for the employee's spouse/partner until they obtain health insurance coverage through another employer or become eligible for Medicare. Coverage can continue for the employee's dependent children until they no longer meet the insurance plan's eligibility requirements. The spouse/partner and/or dependent children must choose to continue the coverage by completing the appropriate insurance change form, or if they opt not to continue coverage, sign a waiver of discontinued coverage.

### 2). Use of sick time:

If the employee had a sick time balance, the employer will allow the employee's spouse/partner and/or dependents to pay their health insurance premiums by utilizing the sick time balance. The sick time balance will be exchanged for months of continued retiree health insurance coverage (individual or family coverage) until the sick time is depleted. For each month of provided health coverage the sick bank will be reduced by an established number of hours until the sick balance is depleted. Refer to the Retiree Benefit's Plan- Use of Sick Time. If they opt out of the health insurance coverage, there will not be a payment for the remaining sick time balance.

### 3). Payment of Premiums

Premiums paid by the decedent employee's dependents must be paid to the Town each month by the 20<sup>th</sup> to insure coverage. Payments overdue by 60 days will result in termination of coverage.

The Town/Commission/Consortium may review the benefit of offering continued coverage of health insurance to survivor(s), beyond that required by law, every three years.

## **19)RETIREE'S BENEFIT PLAN**

### A. HEALTH

#### 1). Eligibility:

To be eligible for health insurance with a cost share for premiums, the retiree must have been eligible for health insurance as an active employee, retired from the Town/Commission/Consortium with a minimum of 10 years of service with Town/Commission/Consortium and be receiving retirement benefits from the NYS& Local Retirement System. If the retiree does not fulfill the previous qualifications, but wishes health insurance coverage through the group, they may do so by paying 100% of the premium. If a retiring employee or retiree chooses not to maintain the employer's group health insurance, they will not be eligible to re-enroll later and must sign a waiver of coverage form.

### Medicare Eligible Retirees:

- Retirees and/or dependents reaching Medicare eligibility must enroll in Medicare Part A & B. All Medicare A & B premium costs are the responsibility of the retiree.
- Effective 1/1/2016 all eligible Retirees and dependents must convert to the Medicare Supplement health plan offered by the Town the month of Medicare eligibility.
- When a Retiree on a family plan converts to a Medicare Supplement health plan, they will convert to two individual plans. Monthly premium costs will be determined by adding the two individual plan premiums together then multiplying by the cost share percentage that would have been applied to the family plan.

### For all Town non-unionized employees **hired** on or after July 1, 2016:

Employees meeting the eligibility outlined above will be able to enroll in Retiree Health Insurance from the date of retirement through the first of the month following the month they reach Medicare eligibility. Once the Retiree reaches Medicare eligibility, the employer contributions toward the health insurance premiums will cease on the first of the month following the qualifying eligibility. The Retiree will have the option to continue coverage with an individual or family plan, however, paying 100% of the monthly premium, after all sick time is depleted. Those eligible are encouraged to enroll in the Medicare Supplement plan, if offered and practicable for their situation.

### 2). Use of Sick Time

If a retiree has accrued sick time and wishes to continue health insurance coverage, they may do so utilizing their sick time. At the time of retirement, the maximum of 250 workdays (2000 hours base on an 8-hour workday) can be used to purchase retiree health insurance. The accrued sick time will be exchanged for months of continued retiree health insurance coverage (individual or family coverage) until the sick time is depleted. For each month of provided retiree health coverage the sick time will be reduced by an established number of days (hours) until the sick time is depleted. This benefit of spending down sick time for retiree health insurance is available to those retirees that do not meet the minimum years of service eligibility described above.

Established Days (Hours):

**Equivalency of 2 workdays** (16 hours per month for an 8-hour employee) -when Retiree and /or Dependents are enrolled in a Non-Medicare Supplement plan for family or individual coverage.

**Equivalency of 1 workday** (8 hours per month for an 8-hour employee) – when Retiree **and** dependents (if applicable) are enrolled in a Medicare Supplement plan(s) for family or individual coverage.

When the sick time balance is depleted, the retiree can continue with the retiree health coverage by submitting payment to the Town for their applicable share of the premiums. At no time would any unused sick time be paid out.

4). Death of Retiree:

Upon the death of a retiree with a sick time balance, a dependent may deplete this balance by utilizing it to pay 100% of the premium for continued coverage. Upon depletion of the sick time balance, the dependent may continue coverage by paying 100% of the monthly premium to the Town. If they opt out of the health insurance coverage, there will not be a payment for the remaining sick time balance.

5). Payment of Premiums:

Payment of the retiree's share of the premium must be made to the Town by the 20<sup>th</sup> of the month preceding the coverage month. (Example: April 20<sup>th</sup> for May 1<sup>st</sup> coverage.)

**The Employer reserves the right to cancel any retiree's insurance coverage for accounts 60 days or more past due.**

B. DENTAL

Retirees may wish to have dental coverage upon retirement from the Town/Commission/Consortium. However, the premium will be paid 100% by the retiree. This premium shall not be paid with any unused "sick time" balance. If the retiree wishes dental coverage (individual or family), they shall pay the appropriate premium to the Town by the 20<sup>th</sup> of the month preceding the coverage month, i.e. April 20<sup>th</sup> for May 1<sup>st</sup> coverage. Retiree may also have the option to move to a direct pay option with the dental carrier.

C. RETIREE'S INSURANCE PERCENTAGES

1). **FOR TOWN EMPLOYEES:** (hired prior to 1/1/2010)

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>EMPLOYER'S PORTION<br/>OF PREMIUMS</u> |
|---|--|---|
| 30 AND OVER                               | 25%                                      | 75%                                       |
| 25 -29                                    | 50%                                      | 50%                                       |
| 15-24                                     | 65%                                      | 35%                                       |
| 5-14                                      | 80%                                      | 20%                                       |
| LESS THAN 5                               | 100%                                     | 0%  |

For **Town** employees hired on or after **January 1, 2010** will be eligible for retiree health insurance at a prorated amount based on years of service with the Town once they have at least 10 years of service. Policy for all non-unionized Town employees is to match the Teamsters union contracts in the future.

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>SCLIWC'S PORTION<br/>OF PREMIUMS</u> |
|---|--|---|
| 25 AND OVER                               | 50%                                      | 50%                                     |
| 10-24                                     | 65%                                      | 35%                                     |

All **Commission** employees effective January 1, 2021: Once the sick time is depleted the retiree may continue coverage under the applicable Premium Percentage.

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>SCLIWC'S PORTION<br/>OF PREMIUMS</u> |
|---|--|---|
| 25 AND OVER                               | 50%                                      | 50%                                     |
| 10-24                                     | 65%                                      | 35%                                     |

All **Consortium** employees effective January 1, 2021: Once the sick time is depleted the retiree may continue coverage under the applicable Premium Percentage.

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>GTCMHIC'S PORTION<br/>OF PREMIUMS</u> |
|---|--|--|
| 25 AND OVER                               | 50%                                      | 50%                                      |
| 10-24                                     | 65%                                      | 35%                                      |

**2). FOR ELECTED OFFICIALS:**

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>EMPLOYER'S PORTION<br/>OF PREMIUMS</u> |
|---|--|---|
| 30 AND OVER                               | 65%                                      | 35%                                       |
| 25 -29                                    | 75%                                      | 25%                                       |
| 15-24                                     | 85%                                      | 15%                                       |
| 5-14                                      | 95%                                      | 5%  |
| LESS THAN 5                               | 100%                                     | 0%  |

**Effective 1/1/15 – newly elected officials will not be eligible for retiree health insurance.**

**Refer to the Elected / Appointed Manual for more information.**

**IV.**

**MISCELLANEOUS**

**SECTION**

## 1) TRAINING AND TRAVEL POLICY AND PROCEDURES

The Town/Commission/Consortium encourage employee development, within budgetary constraints. Employees may attend workshops, conferences or seminars as they relate to their position. A Conference/Travel Authorization request form, which helps estimate the costs, must be submitted to the employee's department manager for approval of the expense and time away. Meals, lodging, parking, tolls, and mileage are permitted as part of the expenses. A voucher authorized by the department manager, itemizing expenses with supporting receipts, shall be submitted to Accounting for reimbursement. [Exhibit J Conference/Travel Authorization form](#).

### A. RECORDING OF HOURS WORKED:

All scheduled hours of the training/conference, including for conferences held outside the normal workweek, shall be recorded as time worked. For conferences scheduled on an official Town holiday, both the hours for the holiday and the hours of the conference shall be recorded on the employee's time sheet. Travel time outside the normal workweek shall be recorded as hours worked, except for instances when public transportation\* is provided. The employee driver and employee passengers shall all report the travel time as time worked, when taking an employer vehicle or personal vehicle.

\*Public transportation includes commercial bus, plane, train, or provided by another employer.

### B. MEAL ALLOWANCES:

Employer provides for meals when employees go to conferences or training, including a 15% gratuity. For full day or overnight conferences, a per diem meal allowance has been established in lieu of reimbursing actual meal costs incurred for Town employees. (Full day is defined as substantially longer than a normal day of work in which the individual needs to rest or sleep). For partial day conferences the per diem has been broken down to provide maximum amounts for breakfast, lunch, and dinner. Commission employees are not provided a per diem allowance and are reimbursed for individual meals at the maximum rates stated in Exhibit J. Meal allowances will not be in effect for conferences, meetings, and workshops when a single conference charge includes meals, lodging, and other charges. **Alcoholic beverages will not be reimbursed, but tax and gratuity will be.**

For per diem and individual meal rates refer to the US General Service Administration by location.

Meals will be reimbursed based on the following guidelines:

- Breakfast: leaves home before 6:00 a.m.
- Lunch: cannot return to work by 2:00 p.m., exclusive of stopping for lunch.
- Dinner: cannot return home by 7:00 p.m., exclusive of stopping for dinner

## C. MILEAGE REIMBURSEMENT:

Employees are encouraged to utilize an employer vehicle for travel whenever practicable. Employees authorized to use their personal vehicle for travel to and from workshops, seminars or for other work-related uses (e.g. travel to and from work sites or job related errands) are entitled to mileage reimbursement. The rate used is the prevailing IRS mileage allowance. The mileage should be calculated from place of work or home, whichever, is closer to destination. Mileage shall be recorded and not estimated.

## 2) COLLEGE COURSE REIMBURSEMENT PROGRAM

The Employer supports employees who are interested in furthering their education by providing a College Course Reimbursement Program. This program will reimburse employees for courses that provide undergraduate or graduate degree credit. The program is not designed to pay for an employee to complete an entire degree but will aid the employee with courses that are determined to be job related by the Personnel & Organization Committee. Questions should be referred to the Human Resources Manager.

Qualifications for Reimbursement:

- Employee has been employed by the Town/Commission/Consortium for at least one full year as a full time permanent or provisional employee.
- Course is offered through an accredited college or university.
- Course must be job related as determined by department manager.
- Employee must receive approval from Department manager and Personnel & Organization Committee **prior** to enrolling in order to receive reimbursement.
- Employee must attend classes outside the normal workday. If that is not possible then the Department manager has the option to grant flextime or paid time away from the work site or approve of the use of vacation, personal or compensatory time. The time away must not interfere with work duties.
- Employee must show proof of receiving a grade of at least C (2.0) or better to be eligible for reimbursement.
- Maximum annual reimbursement per employee for tuition and books is \$3,000 with a \$7,500 career maximum per employee.
- Books, class fees or required material may be reimbursed as long as the annual maximum is not exceeded. There will be no reimbursement for travel expenses, or any other fees or expenses incurred.

PROCEDURES:

- Funding for the program will be considered each year during the budget process.
- Funding for reimbursements will be provided on a first come first serve basis annually.
- Employee shall submit a reimbursement program application for approval prior to enrolling in the course, to the General Manager/Human Resources Manager, and a request for reimbursement within 6 weeks following the completion of the course. Human Resources Manager will submit each request to the Personnel & Organization Committee for consideration of approval. [Exhibit K: College Credit Course Agreement](#)
- The Town will comply with all IRS regulations regarding taxation of tuition reimbursement proceeds.



### **3) EMPLOYER VEHICLES**

Only authorized employees are allowed to drive company vehicles and authorized to take them home for legitimate business use. Employees authorized to use a company vehicle for commuting must show proof that they are insured as a driver of a personally owned vehicle. Employees must also have access to a vehicle for personal use outside the times that they commute to and from work. The personal use of the employer vehicle is not permitted except for side trips while commuting to and from the work site that are reasonable and will not significantly extend the mileage of that commuting trip. Employer vehicle shall not be used to tow non-employer trailers, any recreational item, taken on vacation or used as if it was the employee's personal vehicle. Employees with snowplows on their employer vehicle are permitted to utilize the snowplow to clear their personal driveway to provide a means of easy egress for emergency response.

Employees must follow generally accepted safe driving practices and obey traffic regulations. Employees are not permitted, under any circumstances, to operate a company vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any company vehicle at any time or operate any personal vehicle while on company business while using or consuming alcohol, illegal or recreational drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication, or intoxication. Employees must adhere to the employer's tobacco free policy and not smoke or use tobacco inside the vehicle. Employees shall utilize hands free operations of a cell phone and never text and drive. Driver is responsible for any tickets issued that they are responsible for (e.g.: accidents, speeding, texting.)

Non-employee passengers are not allowed in company vehicles unless they are being dropped off or picked up in the course of traveling to and from work. Department Heads or the Human Resources Manager may allow non-employee passengers with prior approval under some circumstances (e.g.: board members, other municipal employees, consultants/contractors/salespersons/residents.)

Employees who are provided a vehicle to commute to and from work are being afforded a taxable fringe benefit. A "personal use value" is determined by multiplying the days the vehicle is used for commuting in a quarter by \$1.50 per trip or \$3.00 per day. The personal use value is subject to FICA (Social Security and Medicare), and, therefore, will be included in the annual gross wages reported in box 3 and 5 on the annual W-2 statement. Under the Tax Reform Act of 1984, the employer elects not to withhold Federal or State income tax on the personal use value. Employees must maintain records of the days a vehicle was not used for commuting, so that adjustments can be made to reduce the personal use value for that quarter. If an employee terminates employment before the quarter-end deduction is made, a record of the days the vehicle was not used should be forwarded to Human Resources Office as soon as possible so adjustments can be made in the final paycheck. Employees provided vehicles equipped for emergency response vehicles will not be assessed the "personal use value".

#### **4) PERSONAL USE OF EMPLOYER EQUIPMENT AND MATERIALS**

Employees may occasionally use the employer's equipment on their own time, however, the following rules apply.

- The appropriate Department manager must pre-approve of all work performed and time scheduled to do it.
- Work must be performed outside normal hours (for Town/Consortium employees, the lunch period may be used).
- Equipment may be used, but not materials (paper, motor oil, cleaning, and computer supplies, etc.).
- All regular safety procedures must be followed, such as two people in the garage at all times, etc.)
- Copiers may be used, but copies must be paid for at the public charged rate of \$0.25. Flexibility is allowed for 1 or 2 occasional copies.
- Employees must remember all information stored on the computer, phone, and other mobile devices is the sole ownership of the employer.

#### **5) MILITARY DUTY**

##### **A. Active Military Duty –**

In compliance with the Uniformed Services Employment and Reemployment Rights Act, Town/Commission/Consortium ensures re-employment rights to employees who enter active duty in the armed services. Failure to report to work within 30 days of military discharge will be regarded as voluntary resignation. Employees on military leave will not be eligible for employee fringe benefits during the leave period.

##### **B. Reserve Military Duty –**

An employee will be paid their regular salary while on Reserve Military Duty for a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any one calendar year.

#### **6) JURY DUTY**

All employees, including temporary employees will receive pay while serving on jury duty. It is expected that employees will always report to work when there is no jury or when the jury has been excused early. Failure to do so will result in reduction of pay. Employees will not be given an advantage or a disadvantage by serving Jury Duty. Employees will receive Jury Duty pay for only the hours of their normal work schedule. A copy of the Jury Duty notice must be attached to the signed time-card for the jury duty period in order to receive a full paycheck. Any payments an employee receives for serving jury duty, not including reimbursements for parking, lunch, or mileage, must be submitted to the Employer.

#### **7) COURT SUBPOENAS**

When an employee is issued a summons or subpoena to appear in court during working hours, the employee is to notify their supervisor. Appearance at court under subpoena or summons is considered excused time with pay by using "Other" time. Time for voluntary appearance in court will be the employee's own responsibility and arrangements must be

cleared with the Department manager. Vacation or Personal days may be used for this purpose.

## **8) EMPLOYEE VOLUNTEERISM**

### Policy applies to:

This policy is for all full time or part time permanent employees working at least 30 hours per week.

### Reason for Policy:

The Employer appreciates the work of all employees and wants employees to understand their rights to time away from work for personal, family, community, and other outside needs and obligations. At the same time, it is necessary to place reasonable limits on time away from work to ensure that each individual's job responsibilities are properly carried out, and that all employees are treated fairly and consistently in dealing with time away from work.

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## **PROFESSIONAL ASSOCIATION VOLUNTEERISM ACTIVITIES.**

As a public employer there are opportunities for employees to get involved in professional associations that relate to their public sector position. Such associations typically operate solely with volunteers from local municipalities and provide benefits to municipalities. Examples of such associations includes county and state- Town Clerks Association, Court Clerks Association, Tax Collectors Association, Highway Superintendents Association, NYS American Water Works Association, Southern Tier Building Officials Association, PERMA, and NYMIR.

The Town/Commission/Consortium supports employee involvement in professional associations as it provides personal and leadership skills, advances the organization, and enhances the employee's personal development. Professional development is an essential element in advancing an employee's knowledge and skills for their career growth, building confidence and the sharing of knowledge. Professional networking provides an opportunity to interact with others, learn about their organization, share information about our organization and keep apprised of the latest trends in the industry. Supporting staff when in leadership roles in professional organizations will also expand the marketing of our organizations and promote the goal of collaboration and intermunicipal cooperation.

To participate in a professional association as a volunteer employees should request authorization from their supervisor prior to volunteering. Authorization should include written expectations around the number of hours and days when participation would be required. The process for the time dedicated to volunteering should include prior approval via the time off request process. Any time an employee is volunteering during working hours should be recorded as "Other-vol" and not shown as working hours on their time sheet. Minimal time for quick phone calls or emails do not need to be recorded as "Other-vol" time. Supervisors are responsible for making sure the time commitments don't impede the work of the organization. Any time spent volunteering outside of regular work hours would not be included in an employee's work week and would not be eligible to earn overtime or compensatory time. Department Heads, General Manager and Executive Director should follow up with the Town Supervisor/ Chair of the board

regarding their participation in professional organization volunteerism. Authorization for volunteering should be reviewed annually during the performance review process and documented on review whether continuation is approved or denied.

Expenses related to travel and accommodation are typically not covered by the employer but should be discussed in advance with the employee's supervisor.

### COMMUNITY VOLUNTEER TIME

As a public entity, the Town/Commission/Consortium wants to encourage civic minded community spirit and involvement among its employees. The employer recognizes the desire of employees to take time away from work during regular business hours to serve the community in which they live. Employees are encouraged to become involved in different community-based organizations that support programs that enrich the quality of life and opportunities for all citizens. The purpose of this policy is to define the procedure to be followed by employees who are interested in getting involved and volunteering time.

#### Procedures:

Employees may take paid time away from work, up to eight hours per year of "Other" time, to take part in any employer organized employee group activity carrying out a community based project. Employees who want to volunteer when it is not an employee group activity may do so utilizing their Paid Time Off leaves such as Personal Time or Vacation Time.

Volunteer time should not conflict with the peak work schedule, other work-related responsibilities, create a need for overtime, or cause conflicts with other employees' schedules. The employee must complete a time off request form and receive approval of the time off prior to taking the time.

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### BLOOD DONATION LEAVE

New York State Labor Law § 202-J, requires public and private employers of 20 or more employees to grant employees at least three (3) hours of unpaid leave in a 12 month period for donating blood or allow its employees without use of accumulated leave time to donate blood during work hours at least two times per year at a convenient time and place set by the employer, including allowing an employee to participate in a blood drive at the employee's place of employment. The purpose of this policy is to define the procedure to be followed by employees who are interested in taking time off to donate blood.

**Procedures:** Employees are encouraged to donate blood and participate in the blood donation program. Employees are provided paid time off to donate blood up to twice per year at a maximum of four (4) hours per calendar year. "Other" time shall be used on timesheet. Time off for blood donation must be requested by using a time off request form, and employees will be asked to show proof of attending their appointment.

---

## VOLUNTEER FIREFIGHTER, EMERGENCY MEDICAL TECHNICIAN AND RED CROSS DISASTER ACTION TEAM (AKA: Emergency Responder) LEAVE

The purpose of this policy is to define the procedures to be followed by active volunteer firefighters/EMT's who are called upon to assist with an emergency with their volunteer fire company before and/or during regular working hours. Leave also includes search and rescue events if paged out as a volunteer firefighter. This policy also includes Red Cross Disaster Action Team volunteers as they are also providing emergency response service after a fire or after a severe weather event in Tompkins or adjoining county.

### **Eligibility:**

Employees who are volunteer firefighters and/or emergency medical technicians shall provide annually to the employer written notification signed by the chief (or assistant) of the volunteer fire department substantiating the employee's active status as a volunteer. Employees volunteering with the Red Cross Disaster Action Team shall provide annual written notice from the Red Cross to the employer.

### **Procedures:**

Emergency Responders are paid at their regular straight time rate of pay by using "Other" time when responding to a call for a working fire or other emergency call during regular working hours. Employees must call into work or notify their supervisor of their departure, as soon as possible, the same as they would for any unscheduled leave from work.

Time served at an emergency incident that occurs during the employee's regular shift shall be indicated by showing "Other" time on their timesheet. The employee shall return to work to finish any remaining time on their shift. If an employee chooses not to return to work, they must use Personal, Compensatory or Vacation time (in that order) for their remaining hours.

If the working fire or emergency occurs during the eight hours immediately preceding the start of the employee's shift, the employee will receive "Other" paid time off at their regular rate during the upcoming shift equal to the actual time spent in resolving the emergency or fire. Employees will not receive more time than their regular scheduled work hours for that day. Example: employee at a fire call from 2 am to 6 am (4 hours), employee can come in four hours late that day and mark four hours of "Other" time on their time sheet.

In each instance that an employee is absent from work due to the employee providing emergency response service, and the employee wishes to use this leave program, the absence must be verified. The employee shall provide the employer with a written statement from an official from the volunteer fire department or Red Cross stating that the employee responded to an emergency and list the start and end time of that response.

## **9) REMOTE WORK POLICY AND PROCEDURES**

### **Objective**

Remote Work allows employees to work at home, or in a satellite location for all or part of their workweek. Town/Commission/Consortium considers remote work to be a viable,

flexible work option when both the employee and the job are suited to such an arrangement. Remote work may be appropriate for some employees and positions but not for others. Remote work is not an entitlement, it is not an employer wide benefit, and it in no way changes the terms and conditions of employment.

## **Definition**

Remote work refers to an arrangement where an employee works from home or from another location away from the usual workplace. Depending on the details of the arrangement, remote work constitutes either a portion of the employee's work time or all of it. Typically, the remote work arrangement is initiated by an employee's request (although it can be a condition of employment).

The Department manager must determine the feasibility of a proposed remote work arrangement before approving it. The arrangement is intended to benefit the employee without putting undue burden or added expense on the supervisor, department, or organization.

- **Types of remote work arrangements**

**Temporary:** Temporary remote work arrangements may be approved for circumstances such as inclement weather, special projects, business travel, waiting for a service call, or some work life balance circumstances. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

Prior notice and approval are required, but leeway may be granted for short term notices. Approval must be documented, which can be done by email

Note: Employees who are unable to work at their regular location due to their own or family member's illness or injury should generally use sick time for this purpose, but leeway may be permitted. Remote work should not be used to provide regular active care for a child or other dependent.

**Regular:** Regular remote work arrangements are ongoing and must be supported by a written agreement that specifies the requirements and details of the arrangement. The arrangement can last for a defined period or can continue indefinitely with regular bi-annual reviews. Arrangements are encouraged to include a combination of on site and remote work timeframes.

## **Procedures**

Either an employee or a department manager can suggest remote work as a possible work arrangement. Any regular remote work arrangement will be on a trial basis for the first three months and may be discontinued at the request of either the employee or supervisor-employer. Every effort will be made to provide 30 days' notice of such change

in order to accommodate changes to commuting, child-care and other issues that may arise from the termination of a remote work arrangement. There may be instances, however, when less time or no notice is possible.

## **Eligibility**

Individuals requesting regular remote work arrangements must have a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

Before entering into any remote work agreement, the employee and department manager, with the assistance of the human resource manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote workers.
- Job responsibilities. The employee and department manager will discuss the job responsibilities and determine if the job is appropriate for a remote work arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and department manager will review the physical workspace needs and the appropriate location for the remote work.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

A draft remote work agreement will be prepared and signed by all parties. Remote work arrangements shall be subject to a trial period of three months.

## **Performance**

Evaluation of remote worker performance during the trial period will include regular interaction by phone, video conferencing and e-mail between the employee and the department manager, and weekly face-to-face (or via video conferencing) meetings to discuss work progress and problems. At the end of the trial period, the employee and department manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of remote worker performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the remote worker and department manager will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the department manager and remote worker will communicate at a level consistent with employee's working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Remote work is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the

focus of the arrangement must remain on job performance and meeting business demands. Prospective remote workers are encouraged to discuss expectations of remote working with family members prior to entering a trial period.

### **Time Worked**

Remote workers will be required to accurately record all hours worked using the employer's time-keeping system. Hours of work can be flexible but should cover most of the employee's regular workday schedule. Employees should be available for contact during their department's regular workday. Hours worked more than those scheduled per workweek require the advance approval of their department manager. Failure to comply with this requirement may result in the immediate termination of the remote work agreement.

### **Equipment**

On a case-by-case basis, the employer will determine, with information supplied by the employee and the department manager, the appropriate equipment needs (including hardware, software, smart phone, internet access and other office equipment) for each remote working arrangement. The information technology staff will serve as resources in this matter. Equipment supplied by the employer will be maintained by the employer. Equipment supplied by the employee, if deemed appropriate by the employer, will be maintained by the employee. The employer accepts no responsibility for damage or repairs to employee-owned equipment. The employer reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the employer is to be used for business purposes only. The department manager must inventory the employer property provided and the remote worker must agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all employer property will be returned, unless other arrangements have been made.

Employer will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Employer will also reimburse the employee for business-related expenses, such as phone calls that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within his or her home for work purposes. Employer will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.

### **Security**

Consistent with the employer's expectations of information security for employees working at the office, remote work employees will be expected to ensure the protection of employer and customer information accessible from their remote location. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.



## **Safety**

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in the remote location and in conjunction with their regular work duties are normally covered by the company's workers' compensation policy. Remote work employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

## **10) OTHER EMPLOYMENT POLICY**

Town recognizes that some employees may choose to maintain employment or personal business outside of the workplace. Although employees may engage in outside employment, any obligations should not impede the employee's job performance and behavior in workplace. No employee shall conduct work or accept any form of compensation from anyone for outside employment-related work during their workday or while on Town property. Employees may not use paid sick leave to engage in outside employment but may use other paid leave time with proper prior approval by Department Head or designee. If outside employment causes or contributes to job related issues, the employee may be asked to discontinue the outside employment and may be subject to normal coaching and disciplinary procedures related to job related issues.

V.

**EXHIBITS**

# COMPENSATORY TIME OFF AGREEMENT

In accordance with the Fair Labor Standards Act, the Town/Commission/Consortium has a policy of granting employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or other permissible work schedules for emergency management, seasonal and other employees. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess of 40 hours per week or other permissible work schedules. I further understand that the compensatory time may be limited, preserved, used or cashed out consistent with the provisions of that policy and applicable law and regulations of the U. S. Department of Labor.

I knowingly agree to the provision of time off as compensation for overtime work as a condition of my employment and consent to the use of compensatory time in accordance with the policy. I further understand that in the event any portion of the policy is interpreted to conflict with the FLSA or its regulations that the conflicting portion shall be struck and the remainder of the policy shall continue in full force and effect.

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Human Resources Manager Signature

Date: \_\_\_\_\_

# PERFORMANCE REVIEW

**NAME:** Department: Title:

**Date of Hire:** Date of last review: Date of this Review:

Evaluate the employee on work performed from the last review to this review. Indicate rating for each competency on line provided. Add comments justifying rating related to competency in comment space provided. Overall general comment and establishing goals in space provided on back.

**RATING:**

- 5 = Exceptional** –Consistently exceeds performance objective. Makes significant contributions well beyond responsibilities.
- 4= Exceeds Expectations-** Consistently meets and sometimes exceeds all performance standards. Show initiative and drive
- 3= Expected performance** – Consistently meets all relevant performance standards. Competent and satisfactory performance.
- 2= Needs Improvement-**Sometimes meets performances standards. Seldom exceeds and often falls short of expected results.
- 1= Unsatisfactory-** Consistently falls short of performance standards. Does not accomplish most or all performance standards.

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**fill in # QUALITY OF WORK-** (accuracy, completeness, neatness, attention to details; final work product is free of errors and professional.)  
Comments:

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**fill in # QUANTITY OF WORK-** (amount of work output, speed, timeliness, efficiency and effectiveness, work habits)  
Comments:

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**fill in # KNOWLEDGE & SKILLS-** (technical knowledge for position, skills, analytical & problem solving skills)  
Comments:

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**fill in # INITIATIVE & DECISION MAKING-** (use of logic and sound judgment, responsibility, takes initiative and makes appropriate level decisions.)  
Comments:

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**fill in # INTERPERSONAL SKILLS-** (team player attitude, works well with others, cooperates, collaborates, seeks feedback and input from others, open to giving feedback and having open dialogue)  
Comments:

---

**fill in # COMMUNICATION-** (clear, concise written and verbal skills, listens for understanding and speaks when appropriate, presents information in an appropriate manner to audience)  
Comments:

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**fill in # ATTENDANCE & PUNCTUALITY-** (reliable, dependable, punctual, uses time appropriately and uses proper protocols for time off.)  
Comments:

**fill in # SAFETY-** (performs work in a safe way, committed to improving the safety of self and others.)

Comments:

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**EDUCATION AND SELF IMPROVEMENT:**

List training received since last review:

Development Action Plan: What training and education to build on skills will be provided over the next year:

**GENERAL COMMENTS** – strengths, weaknesses, areas that deem special comment and attention:

**GOALS & PRIORITIES FOR NEXT YEAR:**

---

I understand the principal duties of my position, and understand that this review is based upon my performance. I have read the appraisal and have discussed its contents with the reviewer(s). I wish to make the following comments:

I wish to make the following comments about the Department and/or Organization as a whole:

My signature attests to the fact that I have read and discussed this review with the Reviewer. My signature does not necessarily indicate that I agree or affirm what is in this review.

|                      |       |
|----------------------|-------|
| _____                | _____ |
| Employee's Signature | Date  |

I have objectively based this review on the employee's job performance and have discussed the review with them.

|                      |       |
|----------------------|-------|
| _____                | _____ |
| Reviewer's Signature | Date  |

TOWN OF ITHACA /COMMISSION /CONSORTIUM  
EMPLOYEE COACHING REPORT

Employee's Name: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Department: \_\_\_\_\_ Coaching Form: Oral or Written

**DISCUSSED:**

|                                  |  |   |
|----------------------------------|--|---|
| Attendance/<br>Punctuality _____ | Working on Personal Matters/<br>Conflict of Interest _____ | Interpersonal skills/<br>Initiative _____ |
| Safety Rules _____               | Policy/Procedure _____                                     | Work Quantity _____                       |
| Insubordination _____            | Work Quality _____   | Other _____                               |

**PREVIOUS DISCUSSIONS:**

DATE: \_\_\_\_\_ ORAL OR WRITTEN: \_\_\_\_\_ BY WHOM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUPERVISOR/ DEPARTMENT HEAD REMARKS: DATE OF INCIDENT:**

\_\_\_\_\_

\_\_\_\_\_

**PLAN OF ACTION:**

\_\_\_\_\_

\_\_\_\_\_

I have read this report and it has been reviewed with me. However, my signing does not mean I agree with what is stated.

**EMPLOYEE'S REMARKS:** \_\_\_\_\_ I agree with above \_\_\_\_\_ I disagree with above

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor / Department Head

\_\_\_\_\_  
Date

**TOWN OF ITHACA /COMMISSION /CONSORTIUM  
DISCIPLINARY WARNING REPORT**

Employee's Name: \_\_\_\_\_ Date of Warning: \_\_\_\_\_

Department: \_\_\_\_\_ Type of Warning: Oral or Written

**TYPE OF VIOLATION:**

|                                  |  |   |
|----------------------------------|--|---|
| Attendance/<br>Punctuality _____ | Working on Personal Matters/<br>Conflict of Interest _____ | Interpersonal skills/<br>Initiative _____ |
| Safety Rules _____               | Policy/Procedure _____                                     | Work Quantity _____                       |
| Insubordination _____            | Work Quality _____   | Other _____                               |

**PREVIOUS WARNINGS:**

|       |                  |          |
|-------|------------------|----------|
| DATE: | ORAL OR WRITTEN: | BY WHOM: |
| _____ | _____            | _____    |
| _____ | _____            | _____    |

**SUPERVISOR/ DEPARTMENT HEAD REMARKS: DATE OF INCIDENT:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACTION TO BE TAKEN:**

\_\_\_\_\_ Warning \_\_\_\_\_ Discipline \_\_\_\_\_ Suspension \_\_\_\_\_ Dismissal

If incident occurs again:

\_\_\_\_\_  
\_\_\_\_\_

The signing of this does not imply that I agree with what is written, but that I have read it and that it was explained to me.

**EMPLOYEE'S REMARKS:** \_\_\_\_\_ I agree with above \_\_\_\_\_ I disagree with above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Supervisor / Department Head \_\_\_\_\_ Date \_\_\_\_\_

**TOWN OF ITHACA/SCLIWC/CONSORTIUM  
GRIEVANCE FORM**

**NOTE:** Before completing this form, please read and familiarize yourself with the Grievance Procedure.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Department

\_\_\_\_\_  
Department Head

Whom did you contact in an effort to resolve your complaint? \_\_\_\_\_

Within five (5) working days of the events giving rise to the grievance, the employee must provide: (Attach additional sheets as needed)

A) A statement of the grievance (including the date and time of the aggrieved action(s) and/or the date and time aware of the aggrieved action(s):

B) A general description of the problem, policy or procedure alleged to be violated or misapplied and the circumstances surrounding the grievance:

C) The settlement requested or the measures felt needed to rectify the situation:

D) Please add any other information considered relevant and attach any supporting martial.

|   |                                      |
|---|--------------------------------------|
| _____<br>Date                             | _____<br>Employee's Signature        |
| _____<br>Date received by Department Head | _____<br>Department Head's Signature |



**TIME OFF REQUEST FORM**

EMPLOYEE'S NAME \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

**REQUEST FOR APPROVAL OF TIME OFF**

| <u>DATE(S)<br/>CHARGED</u> | <u># OF HOURS</u> | <u>TIME OUT To/From</u> |             | <u>LEAVE TO BE</u> |
|----------------------------|-------------------|-------------------------|-------------|--------------------|
| _____                      | _____             | _____ am/pm             | _____ am/pm | _____              |
| _____                      | _____             | _____ am/pm             | _____ am/pm | _____              |
| _____                      | _____             | _____ am/pm             | _____ am/pm | _____              |
| _____                      | _____             | _____ am/pm             | _____ am/pm | _____              |

\_\_\_\_\_  
Employee's Signature                      Date                                      Supervisor's Signature                      Date

**LEAVE TIME BALANCES:**  
**AS OF:** \_\_\_\_\_

VACATION TIME BALANCE: \_\_\_\_\_  
PERSONAL TIME BALANCE: \_\_\_\_\_  
COMPENSATORY TIME BALANCE: \_\_\_\_\_

**This form should be submitted to your supervisor at least one week in advance.**

# TOWN OF ITHACA

## INCIDENT REPORT

(NO INJURY INVOLVED)

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_

### Place/Address of Incident

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Incident:

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Action Taken by the Town of Ithaca:

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Name of Reporter: \_\_\_\_\_ Date: \_\_\_\_\_

Date Reported to Human Resources Office: \_\_\_\_\_

Date Reported to Insurance Company: \_\_\_\_\_

AFFIDAVIT OF INTENT TO:  
PARTICIPATE IN HEALTH INSURANCE BUYBACK PROGRAM

I, \_\_\_\_\_, do hereby declare my intention to cancel or remain off any coverage provided to myself and my family through the employer provided health insurance policy for effective \_\_\_\_/\_\_\_\_/\_\_\_\_. I understand that in exchange for canceling or remaining off the said coverage, I will be compensated the sum of fifty percent (50%) of the cost of an individual policy under the employer’s provided plan.

I understand that eligibility for this compensation requires that I maintain coverage under an alternate plan, and agree to notify my employer within thirty (30) days, if I lose said coverage. For this alternative plan to qualify it must be substantially comparable to the employer’s plan, as determined by the Human Resources Manager. I have attached proof of coverage under the alternate health insurance plan.

I further understand that re-enrollment in the employer’s provided plan will be possible during the “open enrollment window” (usually in November of each calendar year), at the time of a major life event or if I lose coverage through the alternate plan. I understand that compensation under this benefit is subject to continuous employment during the period covered.

Compensation payments will be made according to the following:

Individual policy monthly premium X 50% = Amount paid each month  
Payment will be split in half and included in the first tow paycheck of each month for that month, i.e.: January pays for not enrolling for coverage for January.

The amount paid monthly will be: \$\_\_\_\_\_ x 50% = \$\_\_\_\_\_

|                    |       |                           |       |
|--------------------|-------|---------------------------|-------|
| _____              | _____ | _____                     | _____ |
| Employee Signature | Date  | Human Resources Signature | Date  |

**General Notice of COBRA Continuation Coverage Rights**  
**\*\* Continuation Coverage Rights Under COBRA \*\***

**1. Introduction**

You're getting this notice because you have coverage under the Town of Ithaca group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator (Human Resources Manager).

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

**2. What is COBRA continuation coverage?**

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or

- The child stops being eligible for coverage under the Plan as a “dependent child.”

### *Retirees*

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Town of Ithaca, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee’s spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

### **3. When is COBRA continuation coverage available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the employer; or
- The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Human Resources Manager**

### **4. How is COBRA continuation coverage provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

**COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. The Town of Ithaca is insured under the Greater Tompkins County Municipal Health Insurance Consortium which is formed under NYS Insurance Law Article 47. Article 47 entities are required to provide 36 months of COBRA in place of the Federal COBRA of 18 months.**

### **5. Are there other coverage options besides COBRA Continuation Coverage?**

**Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and What is the Health Insurance Marketplace?**

The Marketplace offers “one-stop shopping” to find and compare private health insurance options. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums and cost-sharing reductions (amounts that lower your out-of-pocket costs for deductibles, coinsurance, and copayments) right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Through the Marketplace you’ll also learn if you qualify for free or low-cost coverage from [Medicaid](#) or the [Children’s Health Insurance Program \(CHIP\)](#). You can access the Marketplace for your state at [www.HealthCare.gov](http://www.HealthCare.gov).

Coverage through the Health Insurance Marketplace may cost less than COBRA continuation coverage. Being offered COBRA continuation coverage won’t limit your eligibility for coverage or for a tax credit through the Marketplace.

### **6. When can I enroll in Marketplace coverage?**

You always have 60 days from the time you lose your job-based coverage to enroll in the Marketplace. That is because losing your job-based health coverage is a “special enrollment” event. **After 60 days your**

**special enrollment period will end and you may not be able to enroll, so you should take action right away.** In addition, during what is called an “open enrollment” period, anyone can enroll in Marketplace coverage.

To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit [www.HealthCare.gov](http://www.HealthCare.gov).

#### **7. If I sign up for COBRA continuation coverage, can I switch to coverage in the Marketplace? What about if I choose Marketplace coverage and want to switch back to COBRA continuation coverage?**

If you sign up for COBRA continuation coverage, you can switch to a Marketplace plan during a Marketplace open enrollment period. You can also end your COBRA continuation coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through something called a “special enrollment period.” But be careful though - if you terminate your COBRA continuation coverage early without another qualifying event, you’ll have to wait to enroll in Marketplace coverage until the next open enrollment period and could end up without any health coverage in the interim.

Once you’ve exhausted your COBRA continuation coverage and the coverage expires, you’ll be eligible to enroll in Marketplace coverage through a special enrollment period, even if Marketplace open enrollment has ended.

If you sign up for Marketplace coverage instead of COBRA continuation coverage, you cannot switch to COBRA continuation coverage once your election period ends.

#### **8. Can I enroll in another group health plan?**

You may be eligible to enroll in coverage under another group health plan (like a spouse’s plan), if you request enrollment within 30 days of the loss of coverage.

If you or your dependent chooses to elect COBRA continuation coverage instead of enrolling in another group health plan for which you’re eligible, you’ll have another opportunity to enroll in the other group health plan within 30 days of losing your COBRA continuation coverage.

#### **Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?**

In general, if you don’t enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period<sup>1</sup> to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don’t enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare. For more information visit <https://www.medicare.gov/medicare-and-you>.

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### **9. If you have questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **10. Plan contact information**

Town of Ithaca

Human Resources Manager

215 N. Tioga Street

Ithaca, NY 14850

607-273-1721

Updated 08.2021

1. <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

**TOWN OF ITHACA/SCLIWC  
TRAINING AND TRAVEL AUTHORIZATION FORM**

EMPLOYEE NAME: \_\_\_\_\_ DATESUBMITTED: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ BUDGET ACCOUNT: \_\_\_\_\_

CONFERENCE TITLE: \_\_\_\_\_

CONFERENCE LOCATION: \_\_\_\_\_

CONFERENCE DATE/TIME: \_\_\_\_\_

EXPECTED LEAVE TIME: \_\_\_\_\_ RETURN TIME: \_\_\_\_\_

**FUNDING REQUESTED**

REGISTRATION FEE: \$ \_\_\_\_\_

OVERNIGHT ACCOMMODATIONS: Where: \_\_\_\_\_ \$ \_\_\_\_\_

TRAVEL ACCOMMODATIONS: What: \_\_\_\_\_ \$ \_\_\_\_\_

Using Employer's Vehicle? Y N Using Personal Vehicle? \*\* Y N

\*\* Mileage\* \_\_\_\_\_ @ \$0. \_\_\_\_\_ Per mile \$ \_\_\_\_\_

\*Odometer reading may be requested; therefore notation of odometer readings is suggested.

**MEALS:**

Per diem for all day or over night at \$65 per day or \$80 for NYC \$ \_\_\_\_\_

\_\_\_\_\_ Breakfast @ \$ \_\_\_\_\_ per day \$ \_\_\_\_\_

\_\_\_\_\_ Lunch @ \$ \_\_\_\_\_ per day \$ \_\_\_\_\_

\_\_\_\_\_ Dinner @ \$ \_\_\_\_\_ per day \$ \_\_\_\_\_

OTHER OR ADDITIONAL EXPENSES: \$ \_\_\_\_\_

**TOTAL ESTIMATED FUNDING REQUESTED:** \$ \_\_\_\_\_

AVAILABLE FUNDING: \$ \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT HEAD'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**This form is to be completed and approved prior to attending conference or travel.**

Commission: Funding requests over \$300 require prior approval by the Personnel Committee.

Town: Funding requests over department budget require prior approval by the Town Board.



**COLLEGE COURSE REIMBURSEMENT PROGRAM APPLICATION**

EXHIBIT K

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

**Request for Enrollment:**

\_\_\_\_\_ I hereby request approval for enrollment in the following course(s) covered under the College Course Reimbursement Policy.

Course Title: \_\_\_\_\_

Dates of course: \_\_\_\_\_ Number of credits: \_\_\_\_\_

Educational assistance amount requested: \$ \_\_\_\_\_

Education assistance amount used to date (1/1-12/31): \$ \_\_\_\_\_

Education assistance amount remaining for year: \$ \_\_\_\_\_ for career \$ \_\_\_\_\_

\*\*Attach a paragraph describing the relationship of course to your current position.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|   |
|---|
| Personnel Committee: ____ Approved      ____ Denied (attach reason)<br>Personnel Committee Chair: _____ Date: _____ |
|---|

**Request for Reimbursement:**

\_\_\_\_\_ I have completed my course of study and hereby request fee reimbursement in the amount of: \$ \_\_\_\_\_ (Tuition: \_\_\_\_\_ other expenses: \_\_\_\_\_)

Attached are copies of the receipts for tuition and other approved expenses. Attached is my grade report for the course.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|   |
|---|
| Personnel Committee: ____ Approved      ____ Denied (attach reason)<br>Personnel Committee Chair: _____ Date: _____ |
|---|

# **HARASSMENT COMPLAINT FORM**

EXHIBIT L

## **Reporting Any Form of Harassment including Sexual Harassment**

If you believe that you have been subjected to harassment in any form, including sexual harassment, you are encouraged to complete this form and submit it to the Human Resources Manager, in person or via email. Once you submit this form or if you are more comfortable reporting verbally or in another manner, the Town/Commission/Consortium is still required to follow its Harassment Prevention Policy and Sexual Harassment Prevention Policy by investigating the claims.

### **COMPLAINANT INFORMATION**

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Preferred Communication Method (please select one): Call - Email - In person

### **SUPERVISOR INFORMATION**

Immediate Supervisor: \_\_\_\_\_ Manager/Department Head: \_\_\_\_\_

### **COMPLAINT INFORMATION**

1. Your complaint of harassment or sexual harassment is made against:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Work Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is harassment or sexual harassment. Please use additional sheets of paper if necessary, include witnesses and attach any relevant documents or evidence.

3. Date(s) and time(s) harassment occurred: \_\_\_\_\_

Is the harassment continuing to occur? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

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**Questions 5 and 6 are optional but may help facilitate the investigation.**

5. Have you previously complained or provided information (verbal or written) about this harassment at the Town/Commission? If yes, when and to whom did you complain or provide information to?

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6. Employees that file complaints with their employer might have the ability to get help or file claims with other entities including federal, state or local government agencies or in certain courts. **For additional resources, visit: [ny.gov/combating-sexual-harassment](http://ny.gov/combating-sexual-harassment)**

Have you filed a claim regarding this complaint with a federal, state or local government agency?

Yes \_\_\_\_\_ No \_\_\_\_\_

Have you instituted a legal suit or court action regarding this complaint?

Yes \_\_\_\_\_ No \_\_\_\_\_

Have you hired an attorney with respect to this complaint?

Yes \_\_\_\_\_ No \_\_\_\_\_

---

I request that the Town/Commission investigate this complaint of harassment in a timely and confidential manner, and advise me of the results of the investigation.

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**WORKPLACE VIOLENCE INCIDENT REPORT**

To be completed by the individual investigating the incident. Return completed form within 2 days following incident to Human Resources. **Attach witness statements to this form.**

|                      |            |
|----------------------|------------|
| Report submitted by: | Date:      |
| General Description: | Telephone: |

|                               |       |
|-------------------------------|-------|
| Date of Incident:             | Time: |
| Address/Location of Incident: |       |

**Individuals involved in the incident (use additional sheet(s) if necessary)**

|   |   |
|---|---|
| Name:   | Name:   |
| <input type="checkbox"/> Victim or <input type="checkbox"/> Assailant | <input type="checkbox"/> Victim or <input type="checkbox"/> Assailant |
| Title:  | Title:  |
| Division:   | Division:   |
| Phone:  | Phone:  |
| Immediate Supervisor:   | Immediate Supervisor:   |

**Assailant Relationship to Employee**

|  |  |
|--|--|
| <input type="checkbox"/> Co-worker       | <input type="checkbox"/> Former Employee |
| <input type="checkbox"/> Other (specify) |  |

**Possible Reason for Incident: (If known, check all that apply)**

|  |  |
|--|--|
| <input type="checkbox"/> Conflict with co-worker(s)/former co-worker | <input type="checkbox"/> Receiving corrective action |
| <input type="checkbox"/> Conflict with management                    | <input type="checkbox"/> Other (specify)             |

**Nature of Incident**

|   |
|---|
| <input type="checkbox"/> Stalking   |
| <input type="checkbox"/> Engaging in actions intended to frighten, coerce, or induce duress |
| <input type="checkbox"/> Destruction of Property  |
| <input type="checkbox"/> Physical Assault - Hitting, fighting, pushing, or shoving          |
| <input type="checkbox"/> Armed Assault - Use of object as weapon (specify)                  |
| <input type="checkbox"/> Armed Assault - Use of weapon such as gun, knife, etc. (specify)   |
| <input type="checkbox"/> Verbal Harassment  |
| <input type="checkbox"/> Sexual Harassment  |
| <input type="checkbox"/> Other (specify)  |

**How was the incident communicated? (Check one or more)**

|  |                                 |                               |                               |                                |
|--|---------------------------------|-------------------------------|-------------------------------|--------------------------------|
| <input type="checkbox"/> Communicated directly to victim | <input type="checkbox"/> Verbal | <input type="checkbox"/> Mail | <input type="checkbox"/> Note | <input type="checkbox"/> Email |
| <input type="checkbox"/> Communicated to another person  | <input type="checkbox"/> Verbal | <input type="checkbox"/> Mail | <input type="checkbox"/> Note | <input type="checkbox"/> Email |
| <input type="checkbox"/> Other (specify)                 |                                 |                               |                               |                                |

---

**Victim Injury (Check all that apply)**

|  |                               |
|--|-------------------------------|
| <input type="checkbox"/> Physical injury                         | <input type="checkbox"/> None |
| <input type="checkbox"/> Physical Injury - Medical care required |                               |

---

**Initial Response or Follow up Activity: (Check all that apply)**

|   |   |
|---|---|
| <input type="checkbox"/> Situation defused  | <input type="checkbox"/> Employee Assistance Program referral |
| <input type="checkbox"/> Law Enforcement notified<br>If Yes, Name of Agency and Report Number:<br>_____ | <input type="checkbox"/> Other (specify)                      |

**Describe Incident in Detail**

*Include what happened, where, who was involved, what you heard, saw, etc.*

**List Names of Other Witnesses**

Signature  
Date

Person Receiving Witness Statement  
Date

**Routing**

---

Yes    No    Name  
Date

Signature

|                          |                          |                    |  |  |
|--------------------------|--------------------------|--------------------|--|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Department Manager |  |  |
| <input type="checkbox"/> | <input type="checkbox"/> | Human Resources    |  |  |

**Upon completion of investigation, attach a findings/follow-up document to this form.**

**CLAIM FORM -Cancer Screenings**

If claiming excused leave, please send this claim form to Human Resources in a confidential envelope. **In order for this benefit to be paid, this claim form must be received by Human Resources with timesheet.**

Time for this screening will be considered "other" time on your time sheet. Maximum of 4 hours per year can be used.

Employee Name: \_\_\_\_\_  
Last First

Date of screening: \_\_\_\_\_ Time of appointment: \_\_\_\_\_

Total time requested (with travel): \_\_\_\_\_

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Health Care Provider's name (please print): \_\_\_\_\_

Health Care Provider's signature\*: \_\_\_\_\_

Address/Location of screening: \_\_\_\_\_

\*Health Care Provider =physician, technician or other person that is conducting the screening.

Cancer Screening Policy:

New York State Civil Service Law, Article 10, section 159-B require municipalities to provide excused leave for employees to undertake a cancer screening. Under the law employees shall be entitled to be absent under paid leave, not to exceed **four (4)** hours on an annual basis, to undertake a screening for any form of cancer. Such leave shall not be charged against any other leave an employee is otherwise entitled to.

Employees claiming cancer screening leave shall complete a time off request form for the time away from work for the appointment. In addition, the employee shall turn in with their time sheet a Claim Form that has been signed by the health care provider conducting the screening. Such time on the time sheet shall be indicated by using "O" for other time.

Parental Leave Request

EMPLOYEE'S NAME: \_\_\_\_\_

Expected date of birth, placement or adoption: \_\_\_\_\_

Projected start date of leave: \_\_\_\_\_  
(for example: date following of birth/placement/adoption, 2 weeks after event)

Projected end date of leave:  
\_\_\_\_\_

Will you be planning to extend parental leave by utilizing Family Medical Leave Act (allows for 12 weeks of unpaid job protection leave)?:

YES \_\_\_\_\_ NO \_\_\_\_\_ Maybe \_\_\_\_\_

if so, please describe your plans  
\_\_\_\_\_  
\_\_\_\_\_

Attach one of the following:

\_\_\_\_\_ Note from Doctor with projected due date  
\_\_\_\_\_ Official notice of placement or adoption

\_\_\_\_\_ Employee Signature

Parental Leave is approved: \_\_\_\_\_  
Department Head Signature Date

Received by Human Resources: \_\_\_\_\_

FMLA Rights and Responsibility sent to employee: \_\_\_\_\_

Date of Birth, Adoption, Placement: \_\_\_\_\_

**Leave actually taken on:** \_\_\_\_\_



**TOWN OF ITHACA/ SCLIWC/GTCMHIC**

PLEASE SUBMIT FORM TO HUMAN RESOURCES OFFICE WITHIN TWO DAYS OF RETURNING TO WORK.

**BEREAVEMENT PAY CLAIM FORM**

EMPLOYEE CLAIMING BEREAVEMENT: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Death of \_\_\_\_\_ on \_\_\_\_\_, relationship \_\_\_\_\_  
(name) (date)

|                       | DAYS OF WEEK | DATE  |
|-----------------------|--------------|-------|
| BEREAVEMENT           | _____        | _____ |
| EXTENDED BEREAVEMENT: | _____        | _____ |
| LATE INTERNMENT DAY:  | _____        | _____ |

Employee Signature (if available) \_\_\_\_\_

Payment for bereavement is in accordance with the provisions of the employee's current bargaining unit agreement or Personnel Manual.

NOTE: The maximum daily rate for bereavement will be the hourly salary for the position times the number of hours per day in the standard 5 day workweek of the employee.

|                           |   |
|---------------------------|---|
| APPROVED: _____<br>(Date) | _____<br>(Signature of Department Head)         |
| APPROVED: _____<br>(Date) | _____<br>(Signature of Human Resources Manager) |

**VI.**

**APPENDIX**

**2010 Policy**

Revised 9/09 to reflect 8/31/09 USDOT policy amendments  
(For copy and distribution to CDL employees)

**Tompkins County Consortium**

**FEDERAL MOTOR CARRIER SAFETY  
ADMINISTRATION**

**DRUG AND ALCOHOL TESTING PROGRAM POLICY**

**STATEMENT OF ACCEPTANCE:**

This policy has been approved by Town of Ithaca  
(name of Town, Village, or City)

this 9<sup>th</sup> day of November, 2009 in compliance with the US Department of Transportation & Federal Motor Carrier Safety Administration regulations 49 CFR Part 40, as amended effective 8/31/2009, and 382. Adoption of this policy verifies that the municipality desires to continue as a member of the Tompkins County Drug and Alcohol Testing Consortium through December 31, 2010.

Herbert J. Engman, / Town Supervisor  
(print name) (title)

\_\_\_\_\_  
(signature)

November 9, 2009  
(date)

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**Tompkins County Drug and Alcohol Testing Consortium**  
**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) SUBSTANCE**  
**ABUSE POLICY**

(For Commercial Driver's License (CDL) Employees)

**1.0 STATEMENT OF PURPOSE**

Tompkins County Drug and Alcohol Consortium, comprised of the Tompkins County Highway Division, Tompkins County Airport Division, the Towns of Caroline, Danby, Dryden, Enfield, Groton, Ithaca, Lansing, Newfield, and Ulysses, the Villages of Cayuga Heights, Dryden, Groton, Lansing, and Trumansburg, and the City of Ithaca, has established this substance abuse policy in accordance with the Omnibus Transportation Employee Testing Act of 1991, the Department of Transportation (DOT), and the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 as amended and effective 8/31/09 and 382). These regulations require that drug and alcohol testing be performed on employees who perform safety-sensitive functions as defined under these mandated statutes. These regulations further protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure that the test results are attributed to the correct employee. Non-compliance with this policy and/or a violation of the DOT/FMCSA drug and alcohol misuse regulations may result in disciplinary action, up through and including termination.

*1.1 TERM:*

Adoption of this policy by the Tompkins County Drug and Alcohol Testing Consortium member municipalities listed above indicates that each will abide by this policy and will continue as a consortium member unless otherwise notifying the Tompkins County Drug and Alcohol Testing Consortium Coordinator.

*1.2 OBJECTIVES:*

- To establish rules and procedures to deter all illegal drug use, and deter on-duty, pre-duty and post accident alcohol use, as well as on-duty alcohol impairment stemming from pre-duty use, for all covered drivers who perform safety sensitive functions,
- To detect and eliminate the possibility that covered drivers will perform safety-sensitive functions after testing positive for alcohol or drugs,
- To comply with applicable Federal and State laws, including the Omnibus Transportation Employee Testing Act of 1991,
- To provide reasonable measures for the early detection of personnel not fit to perform activities within the scope of this policy,
- To maintain a workplace free of drugs and alcohol,
- To inform employees through education, in service training and in any other appropriate forum about illegal drugs and alcohol abuse, their use, possession, distribution and the effects of such substances.

## **2.0 SCOPE OF POLICY**

Commercial Drivers who perform safety sensitive functions are required to submit to drug and alcohol testing in accordance with the DOT/FMCSA regulations (49 CFR Part 40 as amended and effective 8/31/09 and 382) that comprise this policy. Furthermore, all applicants who apply for a position that has been designated safety-sensitive are also covered by this DOT/FMCSA policy.

### **2.1 THREE YEAR DOT SUBSTANCE ABUSE BACKGROUND CHECK**

The employing municipality shall obtain information on an applicant's substance abuse history within the preceding three years that are maintained by the covered applicant's previous transportation employer(s) pursuant to these regulations (See APPENDIX D). Each applicant shall also be required to notify the municipality if they have tested positive on a pre-employment test for a company that did not hire them.

The employing municipality reserves the right to re-evaluate the employees job status based on the information received from the background checks.

## **3.0 COVERED CATEGORIES OF EMPLOYEES**

***The FMCSA policy applies to all employees required to possess a Commercial Drivers License (CDL) who operate a commercial motor vehicle in commerce in any State, and who are subject to:***

- The commercial driver's license requirements of part 383;
- The Licencia Federal de Conductor (Mexico) requirements; or
- The commercial driver's license requirements of the Canadian National Safety Code.

A safety sensitive function as defined by the FMCSA includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- All time at company or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by company;
- All time inspecting equipment as required by 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 393.76);

- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and,
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

#### **4.0 PROHIBITED CONDUCT**

##### **A. *Alcohol:***

1. A covered employee is required to submit to an alcohol test in the following circumstances:
  - Random;
  - Post Accident;
  - Reasonable suspicion;
  - Return to duty;
  - Follow Up
2. Covered employees are prohibited from using alcohol if:
  - the employee is performing;
  - the employee is about to perform;
  - the employee is immediately available to perform;

a Safety-sensitive function. A covered employee who performs a safety sensitive function is prohibited from using alcohol within four (4) hours prior to performing any safety-sensitive duty. A covered employee is subject to random and reasonable suspicion testing for alcohol just before performing a safety sensitive function, during the performance of a safety sensitive function, or just after ceasing the performance of a safety sensitive function.
3. Covered employees are prohibited from reporting for duty, from performing a safety-sensitive function, and/or continuing to perform a safety-sensitive function with a breath alcohol concentration of 0.04 or greater.
4. Covered employees who are found to have a breath alcohol concentration of 0.02 or greater but less than 0.04 will not perform or continue to perform a safety-sensitive function, until:
  - the employee's breath alcohol concentration measures less than 0.02 on a test given within 24 hours of testing with an alcohol concentration of greater than 0.02 but less than 0.04 or
  - the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

5. On-call employees are prohibited from using alcohol for the duration of their on-call status. On-call employees will be given an opportunity to acknowledge the use of alcohol at the time that the employee reports for duty and the inability to perform the safety-sensitive function. If the on-call employee acknowledges the use of alcohol, but claims the ability to perform the function, the covered employee is required to take a breath alcohol test prior to performing the safety sensitive function.
6. Covered employees shall not refuse to take a breath alcohol test for any FMCSA mandated test under these provisions. A covered employee that refuses to take any mandated alcohol test under these provisions will be deemed a "Refusal to Test".
7. Covered employees are prohibited from the use of alcohol following an accident when the employee is required to take a post-accident alcohol test within eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
8. Covered employees are prohibited from the possession or use of alcohol on any employer premises/property.
9. The employing municipality, having actual knowledge that a covered employee is using alcohol while performing or has used alcohol within four (4) hours of performing a safety-sensitive functions, shall not permit the employee to perform or continue to perform safety-sensitive functions.

**B. *Drugs:***

1. A covered employee is required to submit for a drug test in the following circumstances:
  - Pre-employment.
  - Random;
  - Post Accident;
  - Reasonable suspicion;
  - Return to duty; and
  - Follow Up

An applicant who applies for a safety-sensitive position must undergo a pre-employment drug test prior to the first time they perform safety sensitive duties.



2. Covered employees are prohibited at all times from the use of the five prohibited drugs and shall be randomly selected at any time while on duty to submit to drug testing for the following drugs and drug metabolites:
  - Marijuana;
  - Cocaine;
  - Opiates
  - Amphetamines; and
  - Phencyclidine (PCP).
3. Covered employees shall not refuse to take a drug test for any FMCSA mandated test under these provisions. A refusal to test includes providing a specimen that is adulterated or substituted. A covered employee who refuses to take any mandated drug test under these provisions will be deemed a "Refusal to Test" (see Refusal to Test section on pgs. 13 – 14)
4. Covered employees who are required to submit to post accident drug testing will remain readily available for a period of 32 hours after an accident or until the drug test is administered, whichever comes first. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident.
5. Covered employees are prohibited from the manufacture, distribution, dispensing, and possession of controlled substances at all times.
6. Covered employees are prohibited from the use of any illegal controlled substance regardless of the source.

## **5.0 TESTING PROCEDURES**

### **A. *Alcohol:***

An evidential breath-testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) is utilized to conduct alcohol screening and confirmation tests in accordance with DOT regulation. A breath alcohol test is conducted by a Certified Breath Alcohol Technician (BAT) at a collection site meeting DOT requirements. The breath alcohol testing must conform to 49 CFR 40 as amended and effective 8/31/09. A DOT alcohol-testing form (ATF) is completed and the results recorded on that form according to DOT regulations.

Up to two breath tests are required for a DOT test. The first test is considered the initial screening test. If a breath alcohol concentration is below 0.02, no further testing is required. If a breath alcohol concentration is 0.02 or greater on the first test, a confirmation test (second breath test) is required. When a confirmation test is required, any actions taken will be based on the confirmation test result.

The inability to provide adequate breath for the alcohol test (shy lung) will result in a refusal to test if a physician cannot verify that a legitimate medical condition existed (see Refusal to Test section on pgs. 13 – 14).

**B. *Drugs:***

The drug test, under DOT regulations, consists of a urine drug collection analyzed for the presence of the five identified illegal drugs and drug metabolites. Urine analysis also includes mandatory specimen validity testing for chemicals used in adulterating urine, for the detection of substituted urine, or for detection of diluted urine. Urine specimen collection and urine analysis shall be conducted in accordance with the procedures delineated in 49 CFR 40 as amended and effective 8/31/09.

The first part of the process is the urine drug collection at a collection site meeting the DOT requirements. A split specimen is collected; that is, two bottles are generated during the collection process – primary and split. The specimens are sent to a Department of Health and Human Services (DHHS) certified laboratory that ensures that the testing is scientifically valid for pH, creatinine, specific gravity, and various adulterants. The laboratory will test all primary specimens for dilution, substitution, and adulteration. If the initial screening is positive for one or more of the five identified substances, a confirmation test is then performed for each identified drug utilizing gas chromatography/mass spectrometry (GC/MS) analysis. Employees do not have access to a test of their split specimen following an invalid test.

A certified Medical Review Officer (MRO) conducts the second part of the process. For positive test results and specimens identified as “substituted/adulterated”, the MRO will interview the employee and review the test before making a final confirmation. A covered employee can challenge an MRO confirmed positive or substituted/adulterated test result by requesting that the split bottle be tested. The employee must make the request for a split test directly to the MRO within 72 hours of the time of notification of a positive test or refusal to test because of adulteration or substitution.

The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT/FMCSA drug-testing program. The CCF must be a five-part carbonless manifold form that details each step of the collection, verification, and copy distribution process. The CCF can only be modified in certain circumstances pursuant to 49 CFR Part 40.45 (c). Under no circumstances may the CCF transmit any employee personal identifying information other than the social security number or employee ID number to the laboratory.

The inability to provide a urine specimen (shy bladder) will result in a refusal to test if a physician cannot verify that a legitimate medical condition existed.

**5.1 REQUIRED TEST TYPES**

**A. *Pre-employment (drug test only):***

1. An applicant who is applying for employment to a safety sensitive position must pass DOT pre-employment drug test with verified negative results.
2. A copy of the Notice to Applicant form is attached to and part of this policy (See Appendix E) and a copy is to be provided to all applicants for CDL required positions.
3. If the applicant receives a verified positive test result, employment in the safety-sensitive position shall be denied.
4. An applicant or covered employee whose pre-employment drug test is cancelled is required to take another pre-employment drug test with a verified negative result prior to commencing any safety-sensitive function.
5. An employee who is re-assigned, promoted, or transferred to a safety-sensitive position must pass DOT pre-employment drug and alcohol tests with verified negative results prior to starting the safety-sensitive position. If the employee receives a verified positive test result, the employee may not be re-assigned, promoted, or transferred to the position and the employing municipality shall take the appropriate action as prescribed under the municipality's Policy for "Consequences of a Positive Drug Test".
6. An applicant or covered employee who has previously failed a DOT drug or alcohol test must have evidence of successfully completing the DOT referral, evaluation and treatment plan prior to commencing a safety-sensitive position.
7. A covered employee that has not performed a safety sensitive function for a duration of 30 consecutive days or more, and has been removed from the safety-sensitive random pool during that time, must submit to a DOT pre-employment drug test with a verified negative result prior to commencing their safety-sensitive functions.

### ***B. Reasonable Suspicion Testing***

A covered employee will be subject to reasonable suspicion drug use and alcohol misuse testing when the employer has a reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse.

1. A member municipality's Supervisor(s), trained in detecting the signs and symptoms of drug use and alcohol misuse, must determine that reasonable suspicion exists and shall be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
2. The supervisor can direct a covered employee to undergo reasonable suspicion testing for alcohol when the observations (as defined in #1 above) are made while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

### ***C. Post-Accident Testing:***

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road, the employing municipality shall test for alcohol for each of its surviving drivers:

- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
  - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
  - One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The following table notes when a post-accident test will be conducted by the employing municipality:

| <u>Type of accident involved</u>                                   | <u>Citation issued to the CMV driver</u> | <u>Test must be performed by COMPANY</u> |
|--|--|--|
| Human fatality   | YES                                      | YES                                      |
|  | NO                                       | YES                                      |
| Bodily injury with immediate medical treatment away from the scene | YES                                      | YES                                      |
|  | NO                                       | NO                                       |
| Disabling damage to any motor vehicle requiring tow away           | YES                                      | YES                                      |
|  | NO                                       | NO                                       |

If a post-accident alcohol test is not administered within two hours following the accident, the employing municipality will document the reasons the test was not promptly administered. If a test required is not administered within eight hours following the accident, the employing municipality shall cease attempts to administer the alcohol test and will document why the test was not completed.

If a post accident drug test not administered within 32 hours following the accident, the employing municipality will cease attempts to administer a controlled substances test, and document the reason why the test was not completed.

A CDL driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employing municipality to have refused to submit to testing. Nothing shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The employing municipality will provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of the policy.

The employing municipality may obtain and use the results of a urine and breath/blood tests for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test (s).

***Post accident testing will not be conducted in the following situations:***

- An occurrence involving only boarding or alighting from a stationary motor vehicle; or
- An occurrence involving only the loading or unloading of cargo; or
- An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in 571.3) by the municipality unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 177.823.
- In either a fatal or non-fatal accident, there is nothing that shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

***D. Random Testing:***

Federal Motor Carrier Safety Administration regulations require that all covered employees be subject to random drug use and alcohol misuse testing under this policy.

The selection of employees for random drug and alcohol testing (50% of the drug and 10% of the alcohol test pool, respectively) shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

Random drug and alcohol tests will be unannounced and immediate, and the dates for administering random tests will be spread reasonably throughout the calendar year. Random testing will be conducted on all days and hours during the time that safety-sensitive functions are performed.

***E. Return-To-Duty Testing:***

For a covered employee who refuses to submit to a test, has a verified positive drug test result, and/or has a confirmed alcohol test result of 0.04 or greater, the employing municipality will require that the employee pass a drug and/or alcohol test (pursuant to procedures outlined in 49 CFR Part 40 as amended and effective 8/31/09, Subpart O)

with a verified negative result before returning to duty to perform a safety-sensitive function. (see Section 6.0 for Return to Work Procedure)

***F. Follow Up Testing:***

A covered employee will be subject to follow up testing who returns to duty as specified in 49 CFR Part 40 as amended and effective 8/31/09, Subpart O).

***G. Refusal to Test:***

A covered employee who refuses to submit to DOT/FMCSA drug or alcohol testing as required by DOT/FMCSA regulations shall be prohibited from performing or continuing to perform safety-sensitive functions. A refusal to submit to drug or alcohol testing constitutes a verified positive drug or alcohol test result.

Under the DOT/FMCSA regulations, a covered employee is subject to disciplinary action in the event that he/she refuses to take a DOT/FMCSA drug or alcohol test. A refusal to test for any non-DOT drug or alcohol test administered by the employing municipality does not constitute a refusal to test under the DOT/FMCSA regulations. Any conduct or behavior as defined in the following list constitutes a refusal to test under DOT/FMCSA regulations and will be deemed a verified positive drug or alcohol test when the covered employee:

**Drug test refusal:**

(a) An employee has refused to take a drug test if he/she:

(1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA;

(2) Fails to remain at the testing site until the testing process is complete; Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

(3) Fails to provide a urine specimen for any drug test required by this part or DOT agency regulations; Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen:

(5) Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

(6) Fails or decline to take an additional drug test the employer or collector has directed you to take;

(7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under §40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test; or

(8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

(9) For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if any type of prosthetic or other device that could be used to interfere with the collection process.

(10) Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.

(11) Admits to the collector or MRO that you adulterated or substituted the specimen.

**Alcohol test refusal:**

(a) As an employee, you are considered to have refused to take an alcohol test he/she:

(1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA;

(2) Fails to remain at the testing site until the testing process is complete; Provided, That an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

(3) Fails to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; Provided, That an employee who does not provide an adequate amount of breath or saliva because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;

(4) Fails to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;

(5) Fails to undergo a medical examination or evaluation, as directed by the employer as part of the insufficient breath procedures;

(6) Fails to sign the certification at Step 2 of the ATF; or

(7) Fails to cooperate with any part of the testing process.

#### **H. *Direct Observation Conditions***

(a) An employer must direct an immediate collection under direct observation with no advance notice to the employee, if:

(1) The laboratory reported to the MRO that a specimen is invalid, and the MRO reported that there was not an adequate medical explanation for the result;

(2) The MRO reported that the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or

(3) The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation.

(b) An employer shall direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test.

(c) A collector will conduct a collection under direct observation if:

(1) Observed materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen; or

(2) The temperature on the original specimen was out of range; or

(3) The original specimen appeared to have been tampered with.

#### **I. *Direct Observation Criteria***

The employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; or lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device.

### **6.0 RETURNING AN EMPLOYEE TO WORK**

After receiving a verified positive drug test result, a confirmed alcohol test result of 0.04 or greater, or a refusal to test, a covered CDL employee will be referred to a Substance Abuse Professional who will conduct a face-to-face evaluation and recommend education/treatment. A return-to-duty test(s) will be required for any covered employee who is returning to duty after successfully completing the treatment plan by the Substance Abuse Professional (SAP). The covered employee must have a written release from the SAP and a return-to-duty verified negative test result prior to returning to their safety-sensitive position. The return to duty process shall follow the procedures as outlined in 49 CFR Part 40 as amended and effective 8/31/09.



## **6.1 FOLLOW UP TESTING**

The employing municipality shall conduct follow up testing of each covered employee who returns to duty, as specified in 49 CFR Part 40 as amended and effective 8/31/09 and prescribed by the SAP. Follow up testing will include a minimum of six tests in the first 12 months after returning to duty. Additional may tests may be required up to a maximum of 60 months

## **7.0 CONSEQUENCES**

A covered driver shall not perform safety sensitive functions, including driving a commercial motor vehicle, if the covered driver has engaged in conduct prohibited by this policy or violated an alcohol or drug rule of any DOT agency.

### ***The employing municipality:***

- Will not permit any driver to perform safety sensitive functions, if said driver has tested positive for alcohol and/or drugs.
- Will not permit any covered driver to have a blood alcohol concentration of at least 0.02 and less than 0.04 to perform safety sensitive functions for 24 hours following the administration of the test.

The consequences for violating this policy will include:

- Suspension from the performance of safety sensitive functions,
- Referral to a substance abuse professional (SAP),
- The requirement that a SAP certify the covered driver's completion of a prescribed substance abuse program (treatment/education),
- The requirement that the covered driver pass an alcohol test with a BAC of less than 0.02 or a controlled substance test with a negative test result (Return to Duty Test) prior to the return to work and the performance of safety sensitive functions.
- The requirement that the employee complete at least six (6) follow-up tests in the first twelve (12) months after returning to duty. (Note: this is a minimum – the SAP may prescribe additional tests up to sixty (60) months.)

Follow up testing will be required as delineated in Section 6.0. Additionally, the employing municipality reserves the right to take disciplinary action up to and including termination.

The costs associated with follow up testing will be split 50/50. The driver will use available fringe time to cover the absence from duty while follow up testing is being performed.

All employees who test positive will be referred to a SAP. The SAP will coordinate the treatment/education with the municipality's Employee Assistance Program (EAP). Whenever possible, the costs associated with the SAP and EAP should be covered by the employee's medical benefits. Any costs beyond that coverage will be the responsibility of the employee.

## **7.1 NEGATIVE DILUTE DRUG SPECIMEN**

Although a Negative Dilute drug test result is not a violation of US DOT regulations and the employing municipality's policy, the following action will be taken consistent with DOT regulations:

- If an employee's drug test is reported as "negative dilute", the employee will be immediately sent for another drug test. If the second test result is negative dilute, the result will be accepted and no further testing will be performed. This applies to all DOT test categories.

## **8.0 ADMISSION OF SUBSTANCE ABUSE PRIOR TO NOTIFICATION TO TEST**

In accordance with and subject to other applicable policies and procedures. A driver who admits to controlled substance abuse and/or alcohol abuse prior to notification that a random or reasonable suspicion test is required, may avoid termination on the basis of drug and alcohol misuse and allowed the opportunity to reform. Any rehabilitation costs would be paid for by the employing municipality's contract with their EAP, and the employee's health insurance coverage to the extent possible. Any costs beyond that coverage will be the responsibility of the employee.

## **9.0 TRAINING AND INFORMATION**

### ***The Tompkins County Drug and Alcohol Testing Consortium will:***

- Provide educational materials, employee training, and supervisor training to the member municipalities that explains the requirements of this policy and the municipality's policies and procedures with respect to meeting the FMCSA alcohol and drug testing requirements. (note: expenses for employee training and supervisor training will be split amongst the member municipalities that send individuals to the training sessions.)
- Distribute these materials to the member municipalities for giving to each driver prior to the start of alcohol and controlled substances testing under this policy and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.
- Provide written notice to representatives of employee organizations of the availability of this information.
- Require that each driver sign a statement certifying that he/she has received a copy of the FMCSA training materials. (See APPENDIX C)

## **10.0 RETENTION OF RECORDS**

The Consortium member municipalities shall maintain their drug and alcohol records in a secure location with controlled access according to the following schedule:

**One Year:** Records of negative drug or alcohol tests.

**Two Years:** Records related to the collection process and employee training.

**Three Years:** All two year substance abuse background checks.

**Five Years:** Records of covered employees verified positive drug or alcohol test results, documentation of refusals to take required drug or alcohol tests, and covered employee referrals to the substance abuse professional, and copies of annual MIS reports submitted to the FMCSA.

Each record shall be maintained for the specified minimum period of time as measured from the date of the creation of the record.

## **10.1 ACCESS TO RECORDS**

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the covered employee's use of prohibited drugs or misuse of alcohol, including any records pertaining to his/her drug or alcohol tests. There shall not be any contingent employee fee for this request.

The employing municipality shall:

- Permit access to all facilities utilized, data, covered employee records, and other program records compiled in complying with the requirements of these regulations to the Secretary of Transportation or any DOT agency with regulatory authority over the employer or any of its employees or a State oversight agency authorized to oversee rail fixed guideway systems, upon the Secretary's request or the respective agency's request.
- Disclose information related to the company's drug or alcohol testing related to an accident when a request is issued by the National Transportation Safety Board as part of an accident investigation.
- Make available a covered employee's records to a subsequent company or specifically identified person upon receipt of a written request from the covered employee.
- Disclose information pertaining to a covered employee to the employee or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of a drug or alcohol test under these regulations (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the covered employee).
- Obtain information on a covered employee's verified positive drug or alcohol tests within the preceding three years that are maintained by the covered employee's previous employer(s) pursuant to these regulations.

## **11.0 DESIGNATED EMPLOYER REPRESENTATIVE (DER)**

Each Tompkins County Drug and Alcohol Testing Consortium member municipality will designate an employee or employees who will be responsible for managing the FMCSA substance abuse program. These individuals are called Designated Employee

Representative (DER). Each member municipality is responsible to provide the DER contact information to Energetix and to provide updated information on DER contacts if/when it changes. The DER is designated to answer questions regarding this policy, the anti-drug and alcohol misuse program, and receive drug and alcohol test results.

## **12.0 MANAGEMENT INFORMATION SYSTEM**

Energetix, on behalf of the Tompkins County Drug and Alcohol Testing Consortium member municipalities, will prepare and maintain a summary of the results of its alcohol and controlled substances testing programs performed under this part during the previous calendar year, and provide it when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the municipality or any of its drivers. The Management Information System (MIS) report will be prepared in accordance with 382.403.

## APPENDIX A – GLOSSARY OF TERMS

**Accident (FMCSA)** An occurrence involving a commercial motor vehicle operating on a public road in which:

(a) The accident involves the loss of human life; or

(b) The accident involves the driver receiving a citation of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

- Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

**Adulterated Specimen.** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**Alcohol.** The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

**Cancelled Test.** A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**Contractor.** A person or organization that provides a safety-sensitive service for a recipient, sub-recipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

**Covered Employee.** A person, including an applicant or transferee, who performs or will perform a Safety-Sensitive Function. This includes certain volunteers.

**Dilute Specimen.** A specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Disabling Damage (FMCSA).** Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

(1) *Inclusions.*

- a. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

(2) *Exclusions.*

- a. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
- b. Tire disablement without other damage even if no spare tire is available.
- c. Headlight or taillight damage.
- d. Damage to turn signals, horn, or windshield wipers that make them inoperative.

**DOT** The United States Department of Transportation.

**Employer.** A recipient or other entity that provides mass transportation service or which performs a Safety-Sensitive Function for such recipient or other entity. This term includes sub-recipients, operators, and contractors.

**FMCSA.** The Federal Motor Carrier Safety Administration

**Invalid Drug Test.** The result of a drug test of a urine specimen that contains an unidentified adulterant or an unidentified substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.

**Performing a Safety-Sensitive Function.** A Covered Employee is considered to be performing a Safety-Sensitive Function at any time in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

**Medical Review Officer (MRO).** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**Non-negative Drug Test.** A test result found to be adulterated, substituted, invalid, or positive for drug/drug metabolites.

**Primary Specimen.** In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing.

**Refuse to Submit.** A refusal to take a drug test as set out in 49 CFR Section 40.191 or an alcohol test as set out in 49 CFR Section 40.261 as amended and effective 8/31/09.

**Safety-sensitive function (FMCSA).** All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- All time at company or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Service Agents.** Any person or entity, other than an employee of the employer, who provides services specified in 49 CFR Part 40 as amended and effective 8/31/09 to employers and/or employees in connection with DOT drug and alcohol testing requirements. This includes, but is not limited to, collectors, Breath Alcohol Technicians (BAT), laboratories, Medical Review Officer (MRO), and Substance Abuse Professional (SAP).

**Split Specimen.** In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

**Substance Abuse Professional (SAP).** A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

**Substituted Specimen.** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

## **APPENDIX B – TESTING AND ADMINISTRATION**

### 1. Third Party Administrator

Energetix Corp.  
87 Saint Paul's Rd North  
Hempstead, NY 11550  
Tel: 516-505-0362 / 720-293-4543 fax

### 2. Tompkins County Drug and Alcohol Consortium Coordinator

Public Works Administrator  
Tompkins County Public Works Dept.  
170 Bostwick Rd.  
Ithaca, NY 14850  
Tel. 607-274-0302 / 607-272-8489 fax

### 3. MEDICAL REVIEW OFFICER

University Services  
Dr. Ben Gerson  
10551 Decatur Rd. Suite 200  
Philadelphia, PA 19154  
Tel. 215- 637- 6800

### 4.SAMHSA LABORATORY

Quest Diagnostics  
400 Egypt Rd.  
Norristown, PA 19403  
Tel: 800-877-7484

### 5.SUBSTANCE ABUSE PROFESSIONAL (SAP)

Employee Network Inc.  
1040 Vestal Parkway E.  
Vestal, NY 13580  
Tel. 800-364-4748

### 6. COLLECTION SITE

Guthrie Medical Center  
1780 Hanshaw Rd.  
Ithaca, NY 14850  
Tel. 607-257-5858



**APPENDIX C – CDL EMPLOYEE ACKNOWLEDGEMENT OF POLICY**

## **Tompkins County Drug and Alcohol Testing Consortium**

ACKNOWLEDGMENT OF RECEIPT OF COPY OF Tompkins County Drug and Alcohol Testing Consortium's Federal Motor Carrier Safety Administration (FMCSA) DRUG AND ALCOHOL POLICY

I, \_\_\_\_\_ hereby acknowledge that I have been given a copy of ***Tompkins County's Drug and Alcohol Testing Consortium's FMCSA Drug and Alcohol Policy***, and that my rights and responsibilities with respect to this Policy were explained to me.

\_\_\_\_\_  
Signature of the Employee

Dated: \_\_\_\_\_

**APPENDIX D – RELEASE OF INFORMATION FORM – 49 CFR PART 40 AS AMENDED AND EFFECTIVE 8/31/09 DRUG AND ALCOHOL TESTING - (3 years FMCSA, 2 years all other DOT Modes)**

**Section I. To be completed by the new employer, signed by the employee, and transmitted to the previous employer:**

Employee Printed or Typed Name:

\_\_\_\_\_

Employee SS or ID Number:

\_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in *Section I-B*, to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40 as amended and effective 8/31/09, Section 40.25. I understand that information to be released in *Section II-A* by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I-A.**

New Employer Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

**I-B.**

Previous Employer Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

**Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:**

**II-A.** In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing ~

1. Did the employee have alcohol tests with a result of 0.04 or higher? **YES** \_\_\_\_ **NO** \_\_\_\_
2. Did the employee have verified positive drug tests? **YES** \_\_\_\_ **NO** \_\_\_\_
3. Did the employee refuse to be tested? **YES** \_\_\_\_ **NO** \_\_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? **YES** \_\_\_\_ **NO** \_\_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? **YES** \_\_\_\_ **NO** \_\_\_\_
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? **N/A** \_\_\_\_ **YES** \_\_\_\_ **NO** \_\_\_\_

*NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).*

**II-B.**

Name of person providing information in *Section II-A*: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E –****NOTICE TO APPLICANTS**

The Tompkins County Drug and Alcohol Testing Consortium (comprised of the Tompkins County Highway Division, Tompkins County Airport Division, the Towns of Caroline, Danby, Dryden, Enfield, Groton, Ithaca, Lansing, Newfield, and Ulysses, the Villages of Cayuga Heights, Dryden, Groton, and Trumansburg, and the City of Ithaca) requires successful completion of a urinalysis drug test as part of its pre-employment screening process. Additionally, the Consortium member municipalities require successful completion of a urinalysis drug test and/or breath alcohol test if there has been reasonable suspicion that an applicant or employee is under the influence of drugs and/or alcohol which adversely affects or could affect job performance. The Consortium member municipalities also require employees in occupations that have been designated as safety-sensitive (Commercial Driver’s license required) by the Federal Regulations to undergo random urinalysis drug testing at the rate of 50% and alcohol testing at the rate of 25% of the total covered employees in the Consortium pool. Drug tests are conducted by an outside, professional laboratory. Further detail will be provided to applicants who successfully meet other criteria for employment

Because we are required to notify applicants of the intent to conduct urinalysis drug testing, we ask that you sign and date this notice.

I \_\_\_\_\_ have received, reviewed, and

(Printed Name of Applicant)

understand Tompkins County Drug and Alcohol Testing Consortium’s drug and alcohol policy. Additionally, an authorized representative explained the Tompkins County’s drug and alcohol policy to me.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant – Printed Name

\_\_\_\_\_  
Applicant – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness – Printed Name

\_\_\_\_\_  
Witness – Signature

## **ADDITIONAL TIME POLICY FOR EXEMPT (SALARY LEVEL) EMPLOYEES**

The Town of Ithaca/SCLILWC recognizes that exempt (salaried level) employees (see below), by nature of their positions and in accordance with the Fair Labor Standards Act (FLSA), are not entitled to receive overtime pay or compensatory time for time worked in excess of their regularly scheduled workweek, which may be a regular occurrence due to the position's responsibilities. The Town/Commission also recognize that exempt employees may also need to attend a variety of meetings, which are generally held outside the employee's normal workday. Employees, who due to the nature of their position, work hours beyond the normal workweek, shall receive credit for Additional-time worked. Additional Time is calculated at a rate equal to one hour earned for every one hour worked in addition to their standard work week. All hours worked each week are to be recorded on the employee's timesheet.

Additional time earned and used shall be reported on the timesheet, using the designated code "A". Additional time can be used throughout the calendar year. On January 1<sup>st</sup> of each year all Additional Time on the books will be zeroed out, except, up to 40 hours will be allowed to be rolled over into the following year. Any Additional time not used at the time of separation (including retirement) shall be forfeited by the employee and will not be paid out in cash.

Any exempt employee wishing to use a full day or more of earned Additional time must complete the necessary time off authorization form and submit it to their supervisor for consideration of approval the same as using Vacation Time. Exempt employees may use up to 24 hours of Additional time in any one calendar week and not more than 160 hours total in a calendar year.

The positions listed below are FLSA exempt and are covered by the above Additional time Policy:

**For Town:**

|                              |   |
|------------------------------|---|
| Director of Planning         | Director of Public Works/Highway Superintendent |
| Director of Code Enforcement | Director of Engineering                         |
| Finance Officer              | Human Resources Manager                         |
| Town Clerk                   | Court Clerks                                    |
| Network Specialist           |   |

**For Commission:**

|                      |                    |
|----------------------|--------------------|
| General Manager      | Production Manager |
| Distribution Manager | Finance Manager    |

**For Consortium:**

Executive Director

## **EXEMPT EMPLOYEE PAY PRACTICE POLICY**

### Policy Statement

It is our policy and practice to pay our exempt (salary level) employees accurately and in accordance with all applicable state and federal laws. In the event that we make an error in the processing of the payroll of an exempt employee, we will promptly make corrections to improper deductions or incorrect amounts as soon as practicable after we become aware of it.

Employees are encouraged to review pay stubs when receiving them to make sure they are correct. Any questions as to the amount or nature of any deductions, or if an employee believes that an improper deduction was made from the paycheck, should be immediately brought to the attention of the Human Resources Office.

### Scope

This policy applies to all exempt employees.

#### **For Town:**

Director of Planning

Director of Code Enforcement

Finance Officer

Court Clerks

Network Specialist

Director of Public Works/Highway Superintendent

Director of Engineering

Human Resources Manager

Town Clerk

#### **For Commission:**

General Manager

Production Manager

Distribution Manager

Finance Manager

#### **For Consortium:**

Executive Director

### Practice

Employees in exempt positions are expected to work the hours necessary to complete assignments. For full-time exempt employees, the work schedule is either 75 or 80 hours per bi-weekly payroll period depending on the position. If the number of hours necessary to complete an assignment exceeds the specified hours within a payroll period, the employee is expected to work a reasonable number of additional hours as part of the employee's job requirements. During business hours, each office is expected to be fully operational. These additional hours will be tracked through the Additional Time bank- refer to the Additional Time Policy.

Exempt salaried employees are paid a salary each pay period regardless of hours worked and the pay is intended to be full compensation for the work completed during the covered work week(s). A salary may be changed from time to time due to a salary review, promotion, or other change in job duties. However, the paychecks of exempt employees are not subject to deductions for variations in the quantity or quality of the work performed. There are certain specific deductions allowed under federal and state law.

Salary deductions for exempt employees can be made for the following reasons:

1. Full day absences for personal reasons.
2. Full day absences for sickness or disability.
3. Full day disciplinary suspensions for serious infractions of written policies.
4. Absences covered by the Family and Medical Leave Act (FMLA);
5. To offset amounts received as payment for jury and witness fees or military pay.
6. The first or last week of employment in the event you work less than a full week.
7. Employee contributions to benefit plans such as pension plan, medical, dental, life or disability insurance premiums.

8. Federal state or local taxes.
9. Garnishments directed via court order.

In a workweek in which you performed any work, we will not make deductions for any of the following reasons:

1. Partial day absences for personal reasons, sickness or disability when you have no paid time off balance remaining.
2. Closure of the work facility or lack of work of less than a full week.
3. Absences for jury duty, attendance as a witness, or military leave in any week, in which you have performed any work.
4. Any other deductions prohibited by state or federal law.

**Required use of paid time off leaves:**

**We are entitled to and do require the charge of absences for vacations, personal reasons, sickness or disability to an employee's sick time, vacation time, personal time or additional time off bank to equal a standard work week.**

Pay Processing Policy

Exempt employees are paid on a weekly basis instead of a per hour basis. An exempt employee's annual salary is divided out by twenty-six (26) equal payments and is paid on the same pay date schedule as hourly employees. When a new exempt employee starts, they will be paid in full for all days and weeks worked in that calendar year by the last pay date in the year or no later than December 31<sup>st</sup>. When an Exempt employee leaves service they are paid for the number of days and weeks worked in that calendar year. Be aware, due to the bi-weekly pay schedules at times exempt employees are pre-paid for their time. Timesheets are utilized to maintain an accurate reflection of time worked each week and the use of paid time off leaves.

In the years when there are twenty-seven (27) biweekly paychecks exempt employees are paid biweekly by dividing their annual salary by twenty-seven (27) pays instead of twenty-six (26.) Exempt employees wishing to be paid on a twenty-six (26) week pay schedule instead of twenty seven (27) week pay schedule will need to submit a pay change memo to Human Resources three weeks prior to the first pay date in that calendar year.

Questions, Complaints and Reporting Errors

Questions regarding this policy should be directed to the Human Resources Manager. Likewise, to register a complaint or to report an error on your paycheck, contact your immediate supervisor and the Human Resources Manager. The Human Resources Office has the specific responsibility to investigate every error reported and to correct every error made. No employee will be retaliated against for making a good faith inquiry as to the status of deductions made from an employee's paycheck.

If you have not received a satisfactory response within five business days after reporting the error, immediately contact the Town Supervisor.

## Workplace Violence Prevention Policy Statement

### **Background**

On June 7, 2006, New York State enacted legislation creating a new Section 27-b of State Labor Law that requires public employers (other than schools covered under the school safety plan requirements of the education law) to perform a workplace evaluation or risk evaluation at each worksite and to develop and implement programs to prevent and minimize workplace violence caused by assaults and homicides. The Law is designed to ensure that the risk of workplace assaults and homicides are regularly evaluated by public employers and that workplace violence protection programs are implemented to prevent and minimize the hazard to public employees.

The Town of Ithaca is the employer of record for all employees working for Town of Ithaca (Town), Southern Cayuga Lake Intermunicipal Water Commission (Commission) and Greater Tompkins County Municipal Health Insurance Consortium (Consortium). The “employer” and “employee” references throughout this document will indicate the Town, Commission and Consortium collectively as employer and collectively as employees.

|                                      |
|--------------------------------------|
| <b>STANDARD PRACTICE INSTRUCTION</b> |
|--------------------------------------|

**DATE OF CREATION:** 2/2017

**SUBJECT:** Violence Prevention Program

**GENERAL:** This document details our policy for prevention and mitigation of fatal and nonfatal violence in the workplace. This standard practice instruction is intended to address the issues of workplace violence and provide uniform guidance for the welfare of all the employees.

**RISK FACTORS:** Risk factors for workplace violence include dealing with the public, the exchange of money, domestic disputes that spill over into the workplace, disgruntled workers with a perception that they have been unfairly treated and many other similar scenarios. The workplace violence prevention program will include a system for documenting incidents, procedures to be taken in the event of incidents, and open communication between this employer and our employees.

**RESPONSIBILITY:** Human Resources’ is responsible for this program and has responsibility to make necessary decisions to ensure success of the program. Human Resources’ will develop written detailed instructions covering each of the basic elements in this program.



**LOCAL EMERGENCY RESPONSE RESOURCES**

| <b>RESOURCE</b>                  | <b>NAME/REMARKS</b>           | <b>RESPONSE TIME</b> | <b>PHONE</b> |
|----------------------------------|-------------------------------|----------------------|--------------|
| Human Resources Manager          | Judy Drake                    |                      | 607-220-4879 |
|                                  |                               |                      |              |
| Safety Coordinator-Town Hall     | Judy Drake, Human Resources   |                      | 607-220-4879 |
| Safety Coordinator- PWF          | Joe Slater, Dir. Public Works |                      | 607-220-7025 |
| Safety Coordinator- SCLIWC       | Greg Weatherby, Dist. Manager |                      | 607-592-4775 |
|                                  |                               |                      |              |
| Ithaca City Police Department    | Call 9-1-1 in emergency       |                      | 607-272-3245 |
| Tompkins Co. Sheriff Department  | Call 9-1-1 in emergency       |                      | 607-272-2444 |
| Ambulance Service – Bang’s       | Call 9-1-1 in emergency       |                      | 607-273-1161 |
| Ithaca Fire Department           | Call 9-1-1 in emergency       |                      | 607-272-1234 |
| Hospital – Cayuga Medical Center |                               |                      | 607-274-4011 |
| Poison Control Number            |                               |                      | 800-222-1222 |
| Tompkins Co. Health Department   |                               |                      | 607-274-6600 |
| Hazardous Waste Disposal         |                               |                      | 607-273-6632 |
| Tompkins Co. Emergency Response  |                               |                      | 607-257-3888 |

## Violence Prevention Program

### 1. Written Program

This standard practice instruction will be maintained in accordance with applicable regulations and updated as required. Where no update is required this document will be reviewed annually. Effective implementation of this program requires support from all levels of management within Town/Commission/Consortium. This written program will be communicated to all personnel that are affected by it. It encompasses the total workplace, regardless of number of workers employed or the number of work shifts. It is designed to establish clear goals, and objectives. This will be reviewed and evaluated when any of the following occurs:

- On an annual basis.
- When changes occur to governing regulatory sources that require revision.
- When changes occur to related company procedures that require a revision.
- When organizational operational changes occur that require a revision.
- When there is an incident, accident or close call that relates to this area of safety.
- Anytime the procedures fail.

### 2. NO Tolerance Policy

Town/Commission/Consortium has a NO tolerance policy for violence in the work place. Our policy firmly states that the Town/Commission/Consortium will be free from the fear and danger presented by workplace threats, firearms and other weapons.

### 3. Responding To the Threat of Workplace Violence

For a situation that poses an immediate threat of workplace violence, all legal, human resource, employee assistance, community mental health, and law enforcement resources will be used to develop a response.

**3.1 Specific Threats:** If a threat has been made that refers to a particular individual, time or place, supervisors will immediately report the incident to the human resources manager and facility safety coordinator. The following courses of action as a minimum will be considered:

- Notification of local law enforcement.
- Ensure no one works alone in remote facility areas.
- Change or stagger departure times.
- Implement a buddy system.
- Change normal parking locations.
- Ensure lighting in parking areas.
- Other appropriate response as determined necessary.

### 4. Domestic Violence and Orders of Protection:

An employee who is involved in an incident of domestic violence either on employer property or while on personal time is strongly encouraged to advise their immediate supervisor of the incident regardless if local law enforcement is involved.

Employees cannot be compelled to provide such information to their employer however employees need to be made aware that communicating such information to their supervisor in the workplace is in both their best interests and the interests of their fellow employees in order to provide the best possible safety and security for that employee and their co-workers while at the workplace.

An employee who obtains an order of protection/ restraining order that lists Town /Commission locations as protected areas are highly encouraged to provide a copy of the order to his/her supervisor and Human Resources. Included with the copy of the Order a picture of the person who is the topic of the Order shall be provided if at all possible.

The employee or his/her supervisor is responsible for notifying Human Resources of incidents involving domestic violence or threats and incidents as soon as possible, but no later than the end of the business day. Human Resources must share appropriate information with other department management when more than one department is or is likely to be affected by the threat or incident.

#### 4.1 Human Resources notification

- Provide copy of Order of Protection/Restraining order
- Provide a photo of the subject of the Order of Protection/restraining order
- Inform immediate supervisor

- Obtain permission from victim to inform immediate employees who may be affected by the incident
- Inform reception staff
- Inform maintenance personnel and provide description of person involved and any possible vehicle they may own/operate
- Advise employee to update Human Resources with any changes or updates to the Order of protection/restraining order immediately.**

## 5. Law-enforcement involvement – Appropriate response

When it is determined that Police intervention is necessary the following procedures shall be followed:

### 5.1 Police notification:

- Report who you are and what your phone number is.
- Address of facility and location where officers are to meet representative.
- Report known information about the situation.
- Ask Police for recommendations.
- Stay on the line with police or keep a dedicated and private phone line available for police to re-contact facility.

### 5.2 When the Police arrive, provide them with the following:

- A location to work from to conduct their investigation.
- A private phone line dedicated to the Police.
- Assign liaison to stay with, and advise Police.
- Provide a maintenance supervisor to Police in order to access all areas of facility.
- Upon request, provide a detailed map of the facility.
- Upon request, provide detailed blueprints of facility utilities.
- Upon request, provide detailed location of doors, windows, type of locks.
- Allow Police full access to facility.

## 6. Hostage - Response Actions

Understand that hostage situations can end in any range of outcomes, from a peaceful surrender to violent extremes. These situations are extremely volatile. While no written quick response procedure can guarantee a favorable outcome to a hostage situation, the following guidelines may defuse the situation or delay violence until Police can arrive:

6.1 Make appropriate notifications, **Call 9-1-1**. If possible and safe, send a runner to the Human Resource office and Department Head to report the situation. Try to relay as much of the following information as possible:

- Number, identification (if known) and description of assailant(s).
- Exact location of assailant(s).
- Type of weapon(s).
- Any injuries.
- Any demands the assailant has made.
- How many hostages and the location of hostages
- If there is a phone at that location and the phone number
- Any other background information on the assailant(s), re: past problems with the assailant.
- Assailants demeanor.
- Possible motives.
- Known vendettas against Supervisors/Employers etc.

6.2 Isolate the incident to keep it from spreading.

6.3 Obey the assailant's commands. Don't argue, provoke, or fight, be aware of your body language, assume a non-threatening posture.

6.4 Listen to the suspect. Listening may calm the assailant, listen to complaints and/or demands – information gleaned may defuse the situation.

6.5 Show concern. Try to show genuine concern for the assailant's well-being. Do not lie or conspire.

6.6 Control Employees. Keep the Employees calm, calmness is contagious. Don't agitate the suspect.

6.7 Encourage release. Encourage assailant to release everyone.

6.8 Establish rapport. Use their first name. Encourage use of yours. Model your behavior – if you are calm they will be calm.

6.9 If you **cannot** send a runner:

- Stay where you are.
- Try to call 9-1-1 or a manager.  
(Provide them with the above information)
- Others will become aware of the situation as time passes.
- Be calm and patient and **wait for help**.
- Sympathize with and calm the assailant.

6.10 Violence Prevention Techniques:

- Be aware of employees who feel that they have been wronged.
- Open lines of communication.
- Document incidents of employee misconduct.
- Report and resolve (if possible) any conflicts you have with employees.
- Pay attention to the gossip among employees and investigate.
- Encourage employees to report threatening remarks or behaviors.
- Take any type of threat seriously, investigate until determined it is no longer a viable threat.

**Report & document it the moment you hear of it.**

- Involve others if you are not achieving the appropriate results.

## **7. Rape/Assault - Response Actions**

Call 9-1-1 immediately and notify **Human Resources ASAP**. Provide details of the incident. Send someone to direct emergency responders to the victim

7.1 Assign someone to meet and guide emergency responders to the victim.

7.2 Console, **do not** place blame on victim.

7.3 Try to determine severity and extent of injuries to the victim.

7.4 Use rubber gloves to handle victim, obtain first aid kits.

7.5 Treat only life threatening injuries.

7.6 Gently discourage the victim from washing until being seen by a doctor. Washing may destroy evidence.

7.6 Move the victim (if possible) to a comfortable setting (private office).

7.7 Don't leave the victim alone, assign an assistant, and provide emotional support.

7.8 Take notes of any information the victim is willing to offer.

7.9. Take notes of any witnesses in area

7.10 Obtain lists of employees present at time of incident and any visitors at the facility at that time.

7.11 If possible, obtain photograph of scene. Do not move or clean the area of the incident until advised to do so by law enforcement officials.

## **8. Burglary - Response Actions**

Call 9-1-1 immediately (or detail other). Provide details of the incident. Send someone to direct emergency responders to the scene.

#### 8.1 Initial response actions:

- Alert **Human Resources**.
- Do not enter property, restrict access to the burglary location and await arrival of Police.
- Write down details of the burglary for review by Police.
- Notify safety coordinator for facility.
- Consider lock down of facility and communicate with the supervisors.

#### 8.2 Larceny of Town /Commission property - response actions:

- Allow Police full access.
- Obtain serial numbers and nomenclature of known stolen property.
- Provide Police with a list of all personnel with keys/access to the area.
- Provide Police with a list of possible suspects if available.
- Assist Police with any additional requests for information.

#### 8.3 Larceny of Private property - response actions:

- Allow Police full access.
- Arrange a meeting between the Police and the victim.
- Obtain a list of known stolen property from the victim.
- Provide Police with a list of all personnel with keys/access to the area.
- Provide Police with a list of possible suspects if available.
- Assist Police with any additional requests for information.

### 9. Bomb Threat - Response Actions

Call 9-1-1 immediately. Provide details of the incident. Do not use 2 way radios or cell phones. Evacuate the area. Ensure someone meets emergency responders. Notify **Human Resources** ASAP.

#### 9.1 Initial response actions:

- Keep the caller on the line as long as possible, utilize bomb threat check list (Appendix A).
- **Note the time of the call immediately.**
- Alert someone else to call the Police on another line.
- Alert **Human Resources**.
- Evacuate employees to relocation points and begin roll call.
- Take notes, using as many exact words as possible.
- Write down description of background noise you may hear.
- If you have "caller ID", note any phone numbers.
- Write down distinctive features of the caller's voice.
- Sympathize with the caller. Don't antagonize.
- Turn off all radios or other distracters.
- Try and find out where the suspected bomb may be.
- Lock down the facility and communicate with Supervisors.

9.4 Quick Response Actions - Supervisors. Understand that a Bomb Threat is a real danger. Bombers can and do set off explosions for a myriad of reasons. These situations are extremely volatile:

- **Do not use two way radios or cell phones.**
- **Do not search for the bomb.** Leave it to professionals however have volunteers available, preferably maintenance personal and supervisors. These people will be utilized by law-enforcement due to their familiarity with the facility.
- **Do not touch or move suspicious packages.** Tell Employees to leave all unknown boxes, packages, etc., alone, note anything unusual & relay to Police ASAP.
- When so ordered, evacuate Employees away from threatened area.
- Control Employees. Keep the Employees calm.

#### 9.5 When the Police arrive, provide them with the following:

- A location to setup their command post.
- Assign liaison to stay with, and advise Police.
- Provide a detailed map of the facility.

- Provide detailed blueprints of facility utilities.
- Provide detailed location of doors and windows, and type of locks.
- Allow Police full access to facility.
- Understand that the police assume command and control upon arrival.

## 10. ACTIVE SHOOTER - Response Actions

Call 9-1-1 immediately. Provide details of the incident.

10.1 Initial response actions, if safe and possible:

### **RUN**

- Have an escape route and plan in mind
- Leave your belongings behind
- Evacuate regardless of whether others agree to follow
- Help others escape, if possible
- Do not attempt to move the wounded
- Prevent others from entering an area where the active shooter may be
- Keep your hands visible
- Call 911 when you are safe

### **Hide/Shelter in Place.**

- Hide in an area out of the shooter's view
- Lock door or block entry to your hiding place
- Silence your cell phone (including vibrate mode) and remain quiet and calm
- Call 911 if you are sure it is safe to do so
- Report who you are and what your phone number is.
- Report number, identification (if known) and description of assailant(s).
- Report exact location of shots fired or assailant(s).
- Report type of weapon(s) and number of shots fired.
- Report any known injuries.
- Report any background information on assailant(s).
- Escape if possible.

### **FIGHT**

- **Fight as a last resort and only when your life is in imminent danger**
- **Attempt to incapacitate the shooter**
- **Act with as much physical aggression as possible**
- **Improvise weapons or throw items at the shooter**
- **Work as a team and coordinate your response**
- **Commit to your actions**
  - **YOU MUST WIN**

### **WHEN 911 ARRIVES**

- Remain calm and follow instructions
- Keep your hands in view at all times –make no sudden movements
- Avoid pointing and yelling
- Know that help for the injured is on the way

The first officers to arrive on the scene will not stop to help the injured. Expect rescue teams to follow initial officers. These rescue teams will treat and remove the injured.

Once you have reached a safe location, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave the area until law enforcement authorities have instructed you to do so

10.2 When the Police arrive, provide them with the following:

- A location to setup their command post.
- Assign liaison to stay with, and advise Police.
- Provide a detailed map of the facility.
- Provide detailed blueprints of facility utilities.
- Provide detailed location of doors and windows, and type of locks.

- Allow Police full access to facility.
- Understand that the police assume command and control upon arrival.

## 11. Armed Assailant - Response Actions

Call 9-1-1 immediately (or detail other). Provide details of the incident.  
Notify **Human Resources** ASAP.

11.1 Initial response actions, if safe and possible:

- **Do Not** contact the individual!! Wait for the Police.
- **Do Not** try and take the weapon!! Wait for the Police.
- **Do Not** attempt to restrain or talk to the assailant!! Wait for the Police.
- Stay on the phone with Police.
- Report who you are and what your phone number is.
- Provide an overview of the situation.
- Provide description of individual.
- Report exact location of individual.
- Report type of weapon(s).
- Report any background information on individual.
- Isolate the incident from spreading
- Evacuate employees from area.

11.2 When the Police arrive, provide them with the following:

- A location to setup their command post with dedicated private phone line.
- Assign liaison to stay with and advise Police.
- Upon Request, provide a detailed map of the facility.
- Upon Request, provide detailed blueprints of facility utilities.
- Upon Request, provide location of doors, windows, and types of locks.
- Allow Police full access to facility.
- Understand that the police assume command and control upon arrival.
- Assign 1 person as media spokesperson to work in cooperation with Police. No one else is to speak with media except designee and with permission of Police.

11.3 Allow Police to handle situation. Police will generally try and isolate the individual from others and apprehend them.

**11. Concealed Weapon - Response Actions.** Understand that while no written quick response procedure can guarantee a favorable outcome to an Armed Employee/Assailant situation, the following guidelines may minimize the threat until Police can arrive. Call 9-1-1 immediately (or detail other). Provide details of the incident.

11.1 Initial response actions, if safe and possible:

- **Do Not** contact the individual!! Wait for the Police.
- **Do Not** try and take the weapon!! Wait for the Police.
- **Do Not** attempt to restrain or talk to the Employee!! Wait for the Police.

11.2 Concealed weapon on Town /Commission property:

- Do not alarm the individual! Wait for the Police.
- Do not alarm other Employees.
- Quietly send a runner to notify management.
- Tell the runner to remain at that location.
- Tell runner to include as much of the following info as possible:
  - Who you are and your exact location.
  - Identification of assailant.
  - Description of assailant. Clothing, etc.
  - Report type of weapon if known.
  - Number of Employees in area.
  - Demeanor of assailant.
  - Any background information on the assailant.

**12. Employee/Visitor Notification.** Supervisors will support this policy and are required to provide this written procedure to any employee/visitor upon request. The following apply:

12.1 Employees will be informed of this policy during initial job orientation. Additionally, the safety program and orientation and training provided by their supervisors will be used to disseminate the policy.

12.2 Any violations of this policy will be handled through the standard disciplinary procedures in affect at employer.

**13. Supervisor Responsibility.** Management and supervisors will be responsible for ongoing compliance with this policy within their work areas. Supervisors are expected to adhere to standard practices in resolving issues of nonconformance (in addressing employee complaints) and maintaining expected levels of productivity within their respective work groups.

**14. Preservation of Scene.** Tape off area around the scene to protect evidence for the investigation team. Try not to disturb the scene any more than possible. Assign a guard until authorities take over the scene.

**15. Witnesses to Incident.** Gather and obtain names and addresses of witnesses to turn over to Incident Investigation Personnel and or local Police. Have as much information on the assailant(s) possible.

**16. Notification of Next of Kin or Spouse.** If police are involved provide information to the officer in charge. Locate the employee's emergency information card and notify the emergency contact. Advise them of the location of the victim. Advise them not to drive alone. Offer to send someone to drive them.

**17. Transport to Hospital.** Have a person the victim feels comfortable with accompany them to the hospital, if appropriate. Take notes of the time transported, name of transporter, name of hospital, and any other pertinent information that would be useful to arriving family members.

**18. Incident Records.** Keep any records of the incident in a confidential file.

**19. Victim Support.** Take steps to protect the victim's identity and right to privacy. Ask all involved not to share information with others. Designate an employee or friend close to the victim to talk to her/him about the types of support she/he needs, and the person the victim would like to provide that support. Consider referral to outside victim support or crisis intervention services.

**20. Long Term Follow-Up.** Follow-up support may include the following:

20.1 Human Resource Manager should follow-up:

- If acceptable to families, distribute hospital-stay or funeral info.
- Provide opportunity for employee's to discuss feelings.
- Discretely identify employees who may need mental health support.
- Advise supervisors to monitor troubled employees.
- Consider shortening or restructuring employee work assignments.
- Discuss funeral arrangements, if appropriate.

20.2 Take care of administrative duties:

- Update employees as new info becomes available.
- Provide prepared statements to minimize rumors.
- Refer media to the public information officer.
- Send "thank-you' s" as appropriate.
- Set up a system to answer cards and letters to the company.
- Remember the anniversary of the crisis.
- Plan a memorial as appropriate.



**MEETING OF THE ITHACA TOWN BOARD**

**Monday, December 10, 2018**

**TB Resolution 2018-161: Approval of Health Insurance Contributions by Non-Collective Bargaining Employees for 2019-2022**

**Whereas**, the Town has settled the collective bargaining contract with Teamster Local 317 for the Public Works unit for 2019-2022, which established new employee health insurance cost share amounts; and

**Whereas**, the Personnel & Organization Committee has discussed the current status of employee contributions and the intent to have comparable cost share amounts for health insurance premium for the different employee groups; and

**Whereas**, the Personnel & Organization Committee recommends increasing the employee cost share for health insurance for 2019 for all non-collective bargaining employees hired prior to January 1, 2017 from 9.5% to 12% of the PPO plan monthly premium for either individual or family coverage, and increase the employee cost share from 9% to 11% of the Platinum Plan monthly premium for either individual or family coverage; and for 2020 set the employee cost share amounts at 13% for the PPO Plan and the Platinum Plan, 14% for 2021 for both plans and 15% for 2022 for both plans; and

**Whereas**, the Personnel & Organization Committee recommends maintaining that all employees hired after January 1, 2017 being offered only the Platinum Plan at a 15% cost share for either individual or family coverage; now, therefore, be it

**Resolved**, that the Town Board of the Town of Ithaca does hereby approve increasing the employee cost share for health insurance for 2019 for all non-collective bargaining employees hired prior to January 1, 2017 from 9.5% to 12% of the PPO plan monthly premium for either individual or family coverage, and increase the employee cost share from 9% to 11% of the Platinum Plan monthly premium for either individual or family coverage; and for 2020 set the employee cost share amounts at 13% for the PPO Plan and the Platinum Plan, 14% for 2021 for both plans and 15% for 2022 for both plans, with future cost shares to be determined in 2022; and be it further

**Resolved**, the employee cost share for the non-collective bargaining employees hired since January 1, 2017, which are only eligible to enroll in the Platinum Plan, continue to be at a 15% cost share, with future cost shares to be determined in 2022; and be it further

**Resolved**, that the payroll deductions of the employees' cost share be the same amount for January through December, starting with the first pay date in January.

Moved: Pamela Bleiwas      Seconded: Rod Howe  
Vote: Ayes – Bleiwas, Howe, Hunter, Leary, DePaolo, Levine and Goodman

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Southern Cayuga Lake Intermunicipal Water Commission



AND

UAW Local 2300



Administration, Distribution and Production Unit

Contract Term: 1/1/2024 – 12/31/2026

**Union Contract**

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## **ARTICLE 1. - RECOGNITION**

This Agreement is made by and between United Auto Workers Local 2300, hereinafter called the "UAW" or "Union", and the Southern Cayuga Lake Intermunicipal Water Commission, New York, hereinafter called the "SCLIWC" or "Employer".

The Employer recognizes the Union as the exclusive representative of all employees (including part time) in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law):

All part time and full time, probationary and post probationary positions at SCLIWC, excluding all seasonal or temporary employees and General Manager, Production Manager, Distribution Manager and Finance Manager Positions.

## **ARTICLE 2. - STATEMENT OF PURPOSE**

It is the purpose of this agreement to establish the terms and conditions of employment and to encourage a constructive, mutually respectful working relationship between UAW and SCLIWC. Both parties agree to strive toward a resolution of conflict in a constructive and mutually respectful manner. Both parties agree that full and open dialog prior to decisions affecting the other is essential to a healthy relationship. Both parties recognize that staff, management and the Commissioners have a right to be treated with respect and dignity in a harassment-free environment. Both parties to this contract affirm that each shall at all times be a dedicated, courteous and efficient representative of public employment, realizing full well that he/she is under the constant scrutiny of the public at large, and that he/she is performing an essential service for the benefit of the citizens of the community at large.

## **ARTICLE 3. - SAVINGS AND SEPARABILITY**

It is not the intent of either party hereto to violate any laws or rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of the Agreement.

## **ARTICLE 4. - CONFLICT WITH INTERMUNICIPAL AGREEMENT**

The Union acknowledges that the Employer is a Commission created by virtue of an intermunicipal agreement (the "Intermunicipal Agreement") among the Towns of Dryden, Ithaca, and Lansing, and the Villages of Cayuga Heights and Lansing, acting on their own behalf and on behalf of certain water districts located within the boundaries of such Towns. The Union also acknowledges that the Employer's authority to act and to agree is limited to the authority granted by the terms of the Intermunicipal Agreement. Accordingly, the Union and Employer agree that in the event any provision of this Agreement is in conflict with, or in excess of any authority granted to the Employer by, the Intermunicipal Agreement, such provision shall be deemed null and void and unenforceable by the Union against the Employer or any of its constituent municipalities.

## **ARTICLE 5. - COMPLETE AGREEMENT**

The parties agree that each has had unlimited right to present proposals and counterproposals concerning wages, hours and other terms and conditions of work, the results of which are set forth in this Agreement. This document constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment, shall supersede or vary any of the provisions of this Agreement.

## **ARTICLE 6. - APPROVAL OF AGREEMENT**

This Agreement shall not be binding upon the Employer until it is approved by the governing bodies of the Towns of Dryden, Ithaca and Lansing and the Villages of Cayuga Heights and Lansing. Employer agrees to notify the Union of the decision of each of such bodies within one week of the vote on same.

The following agreement is included pursuant to Civil Service Law Section 204-a: **It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.**

## **ARTICLE 7. - EMPLOYEE ORGANIZATION RIGHTS**

### Section 7.01 UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

The Union is required under this Agreement to represent all of the employees in the bargaining unit and not only members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays their own way and assumes their fair share of the obligations along with the grant of equal benefits contained in this agreement.

In accordance with the policy set forth under this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

### Section 7.02 DUES AND OTHER DEDUCTIONS

**Dues Check-off:** For employees who have signed a written authorization, the Employer agrees to deduct from the pay of all employees covered by this agreement the dues and/or initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

With each remittance, Employer will provide the Union with a list of names of employees and the dates and amounts of deductions made for each employee. Employer shall remit the Dues Check-off check to the Union within seven (7) days of the last payroll date of the month.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or other forms of liability that shall arise out of, or for reason of action taken by the Employer, reliance upon payroll deduction authorization cards submitted by the Union to the Employer.

#### Hardship Fund and Voluntary Community Action Program (VCAP) Check-Off

Employees shall have the option of enrolling in a voluntary hardship fund and/or VCAP Check-Off. The employee shall have the right to enroll in the fund or VCAP at reasonable, specified times agreed upon by the Union and SCLIWC. Enrollment shall be by written authorization signed by the employee directing SCLIWC to make the hardship fund and/or VCAP deduction.

#### Section 7.03 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. The Union will submit a list of authorized agents to the Employer. These agents must notify the Employer prior to these visits and such visit shall not interfere with work assignments. The Employer will assign a location and a reasonable time for such visitation. Inspection requests shall not be unreasonably denied.

#### Section 7.04 STEWARDS

The Employer recognizes the right of the Union to designate two bargaining unit employee as the duly authorized shop stewards. The shop stewards will be provided the following time off from their assigned schedule of work, without loss of pay, for the purpose of adjusting grievances or assisting in the administration of this Agreement in meetings with management:

- a. One hour to investigate prior to a Step 1 grievance hearing.
- b. One-half hour to meet prior to a Step 2 grievance hearing and subsequent Steps.
- c. All time in a grievance meeting with management.

Except for actual time in a grievance hearing or meeting with a representative of the Employer, employee business with the Union shall be conducted during non-duty hours. Except for use of the bulletin board set forth below, no Employer facilities, including telephones, computers, and copy machines, shall be used for Union business except as follows:

Employees may occasionally use the Commission's equipment on their own time; however, the following rules apply.

1. All work performed and time scheduled must first be approved by the appropriate Department Head.
2. Work must be performed outside normal hours (the lunch period and breaks may be used).
3. Equipment may be used, but not materials (paper and computer supplies, etc.).
4. Copiers may be used, but copies must be paid for at the public charged rate of \$0.25. Flexibility is allowed for 1 or 2 occasional copies.

Stewards have no authority to take strike action, or any other action interrupting the Employer's business.

Negotiations: The Union may designate two employees to attend negotiations with the Employer. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the employer. The two employees named above will be allowed up to 1 hour of compensated time prior to each negotiation session to meet with the Union negotiations committee. Additional time beyond the 1 hour may be considered by the Employer after request by the Union.

Training: SCLIWC will grant the Union up to 7 (seven) days of unpaid union leave, per steward, annually for the purpose of steward training, such time off to be requested and approved in accordance with the standard vacation policy.

Health Consortium: SCLIWC encourages attendance of the shop stewards at the Joint Committee for Plan Structure and Design. SCLIWC will allow release time without loss of pay or leave credits, for the sole purpose of one representative to attend those monthly meetings.

Personnel & Organization: SCLIWC encourages attendance of a shop steward at the Personnel & Organization Committee. SCLIWC will allow release time without loss of pay or leave credits, for the sole purpose to build a working relationship with the management team and Commissioners.

#### Section 7.05 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, union activity, marital status, citizenship, disability, national or ethnic origin or protected veteran status or any other discriminatory acts prohibited by law.

Any employee claiming, they were discriminated against based upon one (1) of the above noted protected categories may file a grievance at Step 2 of the Grievance Procedure, Article 12 of this Agreement. Employee must also report claim under the Personnel Manual Anti-Harassment policy to the Human Resources Manager for investigation.

#### Section 7.06 BULLETIN BOARD

The Employer shall provide a bulletin board for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union. Postings must be submitted in advance to the Employer. The Employer retains the right to reject all postings which are deemed to reflect adversely on the reputation of the Employer or which could constitute harassment of other employees.

#### Section 7.07 UNION ORIENTATION

One Steward will be allotted one hour of paid time with each new hire for purposes of orientation.

## **ARTICLE 8. - MANAGEMENT RIGHT**

Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Employer retains all of the rights, functions, duties and responsibilities of management currently accorded it by law. Except where limited by this agreement the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage its business by determining the mission, purpose, objectives, policies and programs; to make or alter from time to time reasonable rules and regulations to be observed by the employees, including without limiting, the right to discontinue old methods and to initiate any technical changes as well as any form or type of new method or procedure; to determine work rules and standards of performance; to determine services to be rendered or supplied; to determine the size of the work force; to determine policy affecting selection or training of employees; to hire and assign employees of its own selection; to determine the number to be employed; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty subject to applicable provisions of the Civil Service Law of the State of New York.

Furthermore, the exercise or non-exercise of rights hereby retained by the Employer shall not be deemed a waiver of any such right or prevent the Employer from exercising such rights in any way in the future.

## **ARTICLE 9. - DECLARATION OF NO STRIKE POLICY**

The Union affirms that under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any action against or any interference with the operations of the Employer or any of the municipalities associated with the Employer, such as a strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, or any picketing.

Notwithstanding anything above, the Employer agrees not to discipline any employee who in a non-emergency situation declines to cross a union picket line during work hours. Employer agrees that it will not lock out its employees during the term of this agreement and for any period of time outside this agreement while negotiations for a successor agreement are on-going.

## **ARTICLE 10. - COACHING**

The Employer encourages Department Managers to provide coaching to their employees. Coaching is a means of discussion, mentoring, encouragement and training on actions that need to be improved. Coaching is intended to provide the employee with the knowledge and the means to improve upon specific actions. Coaching involves setting goals with the employee and establishing a realistic time frame for any improvements discussed. Formal coaching shall be documented by the employee's receipt of an official coaching form.

Coaching shall not be considered to be disciplinary action. The purpose is to provide aid to the employee for self-improvement. The oral coaching process can continue for a short or long period of time depending on the employee's actions. If the use of oral coaching over time does not resolve the issue, then coaching may progress to being put in writing after the discussions have occurred. If continued coaching does not work in aiding the employee to correct the issue and further action is needed, the Department Manager will then follow the Disciplinary Policy. In situations requiring immediate actions, discipline may be imposed, even if coaching has not occurred. All disciplinary actions are subject to the grievance procedures.



## **ARTICLE 11. - DISCIPLINARY ACTION**

### Section 11.01 GENERAL PRINCIPLES AND PROGRESSIVE DISCIPLINE

The Employer and the Union agree to a procedure of progressive discipline and to the principle that the object of a disciplinary policy is to improve the future performance of an employee. Whenever possible, the Employer will assist the employee in improving performance through means alternative to discipline. Disciplinary action will be taken only if coaching has not corrected the problem, or the circumstances and nature of the employee's actions or conduct require immediate disciplinary action. The steps in the procedure of progressive discipline shall include written warnings; suspensions; and discharge. Situations involving major infractions or offenses shall be exempt from progressive discipline and may subject an employee to discipline, including discharge, regardless of the employee's prior record. Disciplinary action, including discharge, shall be imposed only for just cause. All disciplinary actions are subject to the grievance procedures.

### Section 11.02 RIGHT OF UNION REPRESENTATION

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer. An employee shall be entitled to Union representation at any questioning if it is contemplated that the employee might be disciplined as a result of any matter to which the questioning relates. Before commencing each stage of any disciplinary proceeding and before commencing any questioning as set forth above, the Employer shall notify the affected employee, in writing, of the employee's right to Union representation as set forth in this paragraph. As used in this paragraph, the right to Union representation includes the right to consult with a Union representative in advance of the stage of the disciplinary proceeding or questioning or both, as applicable. Further, this right shall include the opportunity to have the Union representative present throughout the interview or disciplinary procedure. If the employee has requested Union representation, the employee shall be afforded a reasonable period of time to obtain the representation.

Disciplinary meetings shall refer to meetings with employees being investigated and who might be subject to disciplinary action, but do not include meetings or sessions involving training, instruction, coaching, or performance reviews. To the extent possible and legal, all disciplinary meetings shall be confidential and private and shall include a Union representative unless the employee objects.

### Section 11.03 EMPLOYEE'S OPTIONS UPON RECEIPT OF NOTICE OF DISCIPLINE

An employee who has received a Notice of Discipline may choose one of the following three options: (1) Accept the discipline set forth in the Notice of Discipline; (2) Object to the discipline by filing a grievance pursuant to the grievance procedure set forth in this Agreement between the Union and the Employer; (3) Object to the discipline by invoking his or her rights under Section 75 of the Civil Service Law. The employee may choose only one option.

If the employee chooses to object to the Notice of Discipline, the employee must file written notice of his or her choice of procedure with the Employer and the Union no later than the eighth day (8) day after receiving the Notice of Discipline. The employee may use the Declaration of Option form to provide this notice to the Employer and the Union. The Declaration of Option form will be attached to the Notice of Discipline.

If the employee chooses to accept the disciplinary action, the employee waives all rights under Section 75 of the Civil Service Law and all rights available to the employee under the progressive disciplinary process, including the right to challenge the discipline through the grievance procedure of this Agreement. If the employee chooses to object to the Notice of Discipline by filing a grievance pursuant to the grievance procedure of this Agreement, the employee is precluded from exercising any rights available to him or her under Section 75 of the Civil Service Law. If the employee chooses to object to the Notice of Discipline by invoking his or her rights under Section 75 of the Civil Service Law, the employee is precluded from exercising any rights available to him or her under the grievance procedure of this Agreement.

If the employee chooses to object to the Notice of Discipline, whether through the progressive disciplinary process, including the contractual grievance procedure, or through Section 75 of the Civil Service Law, the employee shall be deemed to have denied all charges and to have denied that the proposed discipline is justified.

#### Section 11.04 OBJECTION TO DISCIPLINE THROUGH CONTRACTUAL GRIEVANCE PROCEDURE

The progressive disciplinary procedure for insubordination, incompetence, or misconduct described in this section shall be available to employees as an alternative to Section 75 of the Civil Service Law. Under this procedure, an objection to discipline is made by filing a grievance under the grievance procedure set forth in this Agreement and shall be processed as a grievance under that procedure.

#### Section 11.05 OBJECTION TO DISCIPLINE THROUGH SECTION 75 OF THE CIVIL SERVICE LAW

If the matter is processed under Section 75 of the Civil Service Law, the Employer may impose one, and only one, of the following penalties pursuant to Section 75: reprimand; fine not to exceed one hundred dollars, to be deducted from the salary or wages of the employee; suspension without pay for a period not exceeding two months; demotion in grade and title; or dismissal. Disciplinary action imposed pursuant to Section 75 of the Civil Service Law is not grieve-able under this Agreement.

The Section 75 hearing officer shall be selected by the Employer and the Union. If the parties cannot agree on a hearing officer within twenty (20) work days, the parties will request a list of neutral hearing officers from PERB and the hearing officer will be selected using PERB's rules and procedures. The fees and expenses of the hearing officer shall be divided equally between the Union and the Employer.

#### Section 11.06 INITIATION OF DISCIPLINARY ACTION

If the Employer decides to impose disciplinary action on an employee, a written Notice of Discipline shall be served to the employee and the Human Resources Manager. The Notice of Discipline shall set forth all alleged acts of the employee that the Employer believes warrant discipline and shall also set forth the proposed disciplinary penalty. The Employer shall personally serve the employee with the Notice of Discipline. If possible, the Notice of Discipline shall be served to the employee in the presence of a Union representative, except where the employee waives this right. The Employer shall serve a copy of the Notice of Discipline to the Union within 24 hours of service to the employee. Service to the Union shall be by certified mail to the Union office or by personal delivery to a Union officer. The Human Resources Manager

shall contact a Steward or the Union Office immediately whenever a disciplinary action is to be served.

#### Section 11.07 IMMEDIATE SUSPENSION

If allegations of employee misconduct are such as to generate a reasonable concern for the safety and welfare of other employees, but further investigation by the Employer is needed to determine their truth, the Employer may temporarily suspend the employee against whom the allegations have been made, without pay, for up to thirty (30) days. However, before or promptly after imposing this suspension, the Employer must afford the employee a pre-suspension hearing, at which the employee shall be provided oral or written notice of the allegations against him or her, an explanation of the Employer's evidence, and an opportunity to present his or her side of the story. If the allegations are unfounded, all records of such allegations shall be removed from the employee's personnel file, and the employee shall suffer no loss of wages, benefits, or leave time. The Human Resources Manager shall contact a Steward or the Union Office immediately whenever a disciplinary action is to be served. At the request of the employee, the Employer and Union will schedule a grievance hearing promptly.

#### Section 11.08 PROBATIONARY EMPLOYEES

Probationary employees are not covered by this Article.

### **ARTICLE 12. - GRIEVANCES**

#### Section 12.01 DEFINED

A "grievance" within the meaning of the Agreement shall be defined as any matter concerning the interpretation or application of the terms of this Agreement, past practices, company policies, applicable laws or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present their unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of their own choosing at all stages of the grievance procedure. Employees, Steward, the Union and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

#### Section 12.02 GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

Step 1: The Employee shall present the basis for their dispute to their Union representative who shall advise him/her of their rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written, and must include Article and/or Section being grieved, and the remedy sought. A written answer will be provided within ten (10) working days following the Step 1 meeting.

Step 2: If the employee does not receive a satisfactory answer in Step 1 the employee may appeal the grievance to the General Manager, within ten (10) working days

following receipt of the Step 1 response. The grievance shall be dated and signed by the grievant and the shop steward and shall set forth the nature of the grievance including contract provisions allegedly violated, facts and pertinent dates, and the remedies desired. The General Manager or designee will arrange for and will meet with the grievant and the shop steward within ten working days following receipt of the written grievance. A written answer will be provided within ten (10) working days following the Step 2 meeting.

Step 3: If the employee does not receive a satisfactory answer in Step 2, the employee may appeal the grievance to the Personnel Committee within ten (10) working days following receipt of the Step 2 response. The Chair of the Employer's Personnel Committee, or designee, will arrange to meet with the grievant, shop steward and the Union representative, within five working days of receipt of the written grievance from the Union. A written answer will be provided within ten (10) working days following the Step 3 meeting.

Step 4: In the event that the grievance is unresolved, the Union may submit the issue to arbitration in accordance with the rules of the NYS Public Employment Relations Board. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision shall be final and binding upon the parties.

If appeals by the grievant or their representative to the employer's decision are not timely for each step as defined above, the decision at the previous step shall be binding. If the Employer fails to respond in a timely manner as defined for each step above, the grievance will automatically advance to the next step.

- **Grievance Mediation**

Upon mutual agreement, the Employer and the Union will request a Mediator for the purpose of grievance mediation. This process may be implemented with mutual agreement prior to filing for Arbitration, or in the time frame between the filing for Arbitration and the Arbitration proceedings. In the event Grievance Mediation is chosen prior to the filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process. Where grievance mediation results in a mutually acceptable resolution of the dispute this resolution shall be binding on both parties. Where no mutually acceptable resolution is achieved the decision/recommendations of the mediator shall not be binding on either party and may not be introduced in any subsequent arbitration proceedings.

## **ARTICLE 13. - REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review their official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee, which contain criticism, commendation, appraisal, or rating of the employee's

performance on their job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in their official personal folder of which he/she has not previously been given copies.

#### **ARTICLE 14. - SENIORITY**

Seniority shall be defined as the length of continuous service with the Employer for the purpose of vacation selection, lay-off, recall, and for the purpose of promotion, seniority shall be a factor weighed when two qualified employees have equivalent skills, experience, knowledge and ability.

An employee shall lose seniority if the employee:

- a. Resigns, quits or retires.
- b. Is discharged or terminated (unless reversed through the grievance, arbitration, or Civil Service procedure).
- c. Does not return from layoff within five (5) working days after being officially notified to return to work, by certified or registered mail addressed to the employee's last forwarding address on file with the Employer. Employer, in addition, will contact the employee via telephone and home email (if on file). An employee who moves must notify the Employer of his change of address in writing within five (5) calendar days of such move.
- d. Is absent from work or fails to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying and receiving approval from the General Manager or designee.
- e. Is transferred or promoted into another position with the Employer, except such an employee shall have the right to return to their former position (with no loss of seniority) until the end of probationary period for the position they are being promoted or transferred into, provided such employee has not been discharged from their position in that department for misconduct.
- f. The employee fails to return to employment at the Employer within one year following the expiration of Short-Term Disability Leave.
- g. An employee on a continuous absence from work due to a work-related injury or illness who fails to return to work within one year of a determination by a physician that the employee is permanently disabled or if the employee fails to return to work within thirty (30) months following an absence due to work-related injury or illness.

Bargaining unit employees who are promoted to supervisory positions with the Employer shall be eligible to return to the bargaining unit within three (3) months from the date of promotion; provided such employee has not been discharged for misconduct.

#### **ARTICLE 15. - EMPLOYEE DEFINITION**

The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

Full-time employees - Employees are to be considered full-time if they work 35 hours per week or more.

Part-time employees- Employees are to be considered part-time if they work less than 35 hours per week. Part time employees will receive benefits based on a pro-rata amount.

## **ARTICLE 16. - HOURS OF WORK**

### Section 16.01 WORK DAY – WORK WEEK

The standard workweek for the Administration, Distribution and Electrical & Mechanical Technician employees of the bargaining unit is 8:00 am to 4:00 p.m., Monday through Friday, with a paid ½ hour lunch break, which is a 40-hour standard workweek for full time employees. The standard workweek for the Production employees is determined by their assigned shift. Current shifts are either 5 days of an 8 hour shift or 4 days of a 10 hour shift. Commission employees must be at the job site and available for work at all times, including during their lunch break. The employer will provide space and time away from the employee's workstation for a meal break each day, if feasible. The employee when given this opportunity must leave their workstation area and not eat at their workstation. The standard hours can be changed or altered by a Department Manager with consent by the General Manager, and after discussion with the employee. Production employees' work shifts can be altered due to covering for other department staff's time off or due to production requirements. Advance notice will be given whenever possible.

### Section 16.02 ALTERNATIVE WORK SCHEDULE

Employees may work other than the full-time work week hours normally worked for that department with approval of the Department Manager. An alternative work schedule must be discussed and approved of in writing by the employee's Department Manager. A copy of the approval will be filed in the employee's personnel file. An alternative work schedule will only be considered if it is feasible given the nature of an employee's work duties. Once approved, the alternative schedule will not be withdrawn without notification from the Department Manager, in writing at least two (2) weeks prior to the date of change, unless the employee voluntarily waives the notification period.

**Production coverage:** There are times when an operator's schedule must be altered to cover for scheduled time off of another operator. When an eight-hour (8) hour employee covers for a ten-hour (10) hour employee the extra two (2) hours worked will be included in the total hours worked that week and will be eligible for overtime pay or compensatory time, at the choice of the employee.

### Section 16.03 TIME SHEETS

All employees are required to fill out a time sheet in ink on a daily basis, sign it on the last day of the pay period and turn it into their supervisor or Department Manager. Time shall be charged at one quarter (.25) of an hour basis. Time sheets cannot be changed without the employee's permission; both employee and supervisor must initial the changes. Payroll may make minor mathematical corrections and allocation changes, after discussion with the employee and supervisor.

#### Section 16.04 OVERTIME

Hours an employee works in excess of 40 per week. The Fair Labor Standards Act of 1938 requires that overtime pay must be paid at a rate of not less than one and one-half times the non-exempt employee's regular rate of pay for each hour worked in excess of 40 hours per week. Overtime is calculated on a weekly basis, not on a bi-weekly pay period. Fringes used in a week will be included in the calculation of overtime pay. The standard workweek shall not be changed to avoid paying overtime in any week.

Distribution Employees will be granted first shift overtime for hours worked while performing 20% audits that are scheduled for times that are before their regular shift starts or after their regular shift ends.

#### Section 16.05 COMPENSATORY TIME

At the option of the employee, except for certain positions described below, compensatory time may be chosen in lieu of monetary overtime compensation. Full time employees working in the office almost all of the work day and do not have life safety or emergency responsibilities will earn compensatory time in lieu of monetary overtime compensation. Part time employees working in the office almost all of the work day and do not have life safety or emergency responsibilities will earn compensatory time in lieu of monetary compensation for hours worked beyond their regularly scheduled shift.

Positions exempted: all Administration Department positions and the Geographic Information Systems/ Information Technology Specialist.

Compensatory Time is extended to employees who are non-exempt under Section 207 of the Fair Labor Standards Act (FLSA). Employees will earn compensatory time at straight time for hours up to 40 hours per week. Employees will earn compensatory time at time and one half (1½) for all hours over 40 in a week. Compensatory time will accrue up to a limit of 40 hours. Vacation, Sick, and Personal time used in the week **can** be used to earn compensatory time. A signed written agreement to accept compensatory time at time and one half (1½) in place of overtime pay needs to be on file prior to earning compensatory time.

Use of Compensatory Time must be consistent with the operational needs of the department and approved by the Department Manager in advance of use. Time off request forms must be submitted for consideration to the Department Manager at least one week in advance for approval of five (5) consecutive days off or more are being requested. Otherwise forms must be submitted at least twenty four (24) hours in advance for consideration.

#### Section 16.06 SHIFT DIFFERENTIAL

Shift differential allows for extra compensation to hourly employees who are scheduled on a regular, rotating or sporadic basis to work during the second (2<sup>nd</sup>) or the third (3<sup>rd</sup>) shift. Second (2<sup>nd</sup>) shift hours begin at 4:00 p.m. and end at midnight and third (3<sup>rd</sup>) shift hours begin at midnight and end at 8:00 a.m. Schedules that begin at 4 pm or later and those that begin before 8 a.m. are eligible for differential pay only for the actual shift hours worked. Hours worked outside the shift will be paid at the regular rate. For example, an employee scheduled 7 a.m. to 5 p.m. will be paid for one hour at third (3<sup>rd</sup>) shift rate and eight (8) hours at the regular rate and one (1) hour at the second (2<sup>nd</sup>) shift rate.

Production and Distribution Department employees working an assigned shift from 4:00 pm to midnight (2<sup>nd</sup> Shift) will be paid an increase of \$1.10 per hour, and working an assigned shift from midnight to 8:00 am (3<sup>rd</sup> Shift) will be paid at an increase of \$1.65 per hour.

Employees assigned to a shift that qualifies for a shift differential who work overtime hours as an extension of their scheduled shift, either at the beginning or end of the shift, shall have the applicable shift differential folded into their existing base hourly rate for the calculation of the overtime rate for those hours.

#### Section 16.07 ON CALL

Production's Electrical & Mechanical Technician and Distribution Department employees are required to rotate being "on call" for weeknights, weekends, and holidays. During this time, they must remain in cell phone contact and be able to respond to the plant or work site within one hour, fit for duty. These employees will be paid for being "on call" from 4:00 p.m. to 8:00 a.m. Monday through Thursday and 4:00 p.m. Friday through 8:00 a.m. Monday.

Distribution Employees "on call" will be paid one-half (½) hour at time and one half (1½) for each eight (8) hour period of time. (i.e.: 4:00 p.m. Monday to 8:00 a.m. Tuesday equals one (1) hour.) For each 24 hours of on call time for a normal two-day weekend, employees will be paid one and one half (1½) hours at time and one half. This provision is in addition to overtime pay for any hours actually worked while "on call." *{i.e.: 8.0 hours of On-Call per week at OT rate}*

Production Employees "on call" will be paid one (1) hour at time and one half (1½) for each eight (8) hour period of time. (i.e.: 4:00 p.m. Monday to 8:00 a.m. Tuesday equals two (2) hours at time and one half (1½). For each 24 hours of on call time for a normal two-day weekend, employees will be paid three (3) hours at time and one half. This provision is in addition to overtime pay for any hours actually worked while "on call." *{i.e.: 16.0 hours of On-Call per week at OT rate}*

#### Section 16.08 CALL IN

Call in is provided when non-exempt employees are called back to work outside their regular working hours for unusual or unscheduled circumstances, i.e. water main breaks. This call in time does **not** run in conjunction with their normal workday, since they are expected to leave prior to when their next shift begins. This time worked also does not constitute receiving shift pay, as it is not a scheduled shift. For times when an employee is called in and then stays at work for their regular scheduled shift, the extra hours are paid as regular overtime not as Call In Time.

Employees who are called in to work are guaranteed a minimum of four (4) hours call-in pay at a rate of time and one half (1½.). Employees called in to work on Memorial Day, Thanksgiving Day or Christmas Day will be paid at a rate of double time (2x). If an Employee is asked to come into work within two (2) hours of the start of their shift, the employee will receive an additional two (2) hours pay at straight time for the unscheduled early start and the time worked prior to regular starting time at time and one-half (1½.) Thereafter, the employee is required to remain on duty.

### **ARTICLE 17. - WAGES**

Classification System and Wage Scale revised for effective 1/1/2024 –See Appendix 1.



Established wages for the job classification system covered under this contract will receive a six percent (6%) increase on the previous year's Job Rate for the first year of the contract, a five percent (5.0%) increase on the previous year's Job Rate for the second year of the contract and a four percent (4.0%) increase on the previous year's Job Rate for the third year of the contract.

Changes to Classification structure

- Change to Classification 6 list to include Senior Distribution Operator, Senior Electrical Mechanical Technician and Assistant Finance Manager.
- Water Treatment Plant Operator Trainee and Distribution Operator Assistant hired at Classification 2 Job Rate. When eligible for promotion to Classification 5B title they start at Step 1.
- Promotions – start at Step 1 of the new classification level.

New Hires:

- New employees are hired at the Hiring Rate and progress by steps to Job Rate over three (3) years.
- Step movements will occur on January 1<sup>st</sup> of each year.
- New hires shall reach Job Rate on January 1<sup>st</sup> of their third anniversary year.

Section 17.01 LONGEVITY

Longevity payments are paid annually based on the following for the length of the contract.

|               |       |                   |       |              |       |
|---------------|-------|-------------------|-------|--------------|-------|
| 5-9 Years-    | \$250 | 10-14 Years-      | \$500 | 15-19 years- | \$650 |
| 20-24 years - | \$750 | 25 years or more- | \$850 |              |       |

Section 17.02 LICENSES

As an encouragement for employees to expand their knowledge and skills, Bolton Point will add an additional amount to the employee's base wage for having specific licenses. The additional amount is added to the base rate each pay and is non-accumulative. However, it would be included in shift differential pay and overtime pay.

|  |                 |
|--|-----------------|
| IA-SW/GUI Filtration Plant license       | \$1.00 per hour |
| Code Enforcement Certification           | \$0.50 per hour |
| Cross Connection/ Backflow Certification | \$0.25 per hour |
| Drone License**                          | \$0.10 per hour |

\*\* (maximum of 1 per department and based on job description- GIS/IT Specialist & Sr. WTPO)

**ARTICLE 18. - HOLIDAYS**

|                                    |                           |
|------------------------------------|---------------------------|
| New Year's Day -                   | January 1 <sup>st</sup>   |
| Martin Luther King JR's Birthday - | Third Monday in January   |
| President's Day -                  | Third Monday in February  |
| Memorial Day -                     | Last Monday in May        |
| Juneteenth                         | June 19 <sup>th</sup>     |
| Independence Day -                 | July 4 <sup>th</sup>      |
| Labor Day -                        | First Monday in September |
| Columbus/Indigenous Peoples Day -  | Second Monday in October  |
| Veterans' Day -                    | November 11 <sup>th</sup> |

|                         |                              |
|-------------------------|------------------------------|
| Thanksgiving Day -      | Fourth Thursday in November  |
| Day after Thanksgiving- | Day after Thanksgiving       |
| Christmas Day -         | December 25 <sup>th</sup>    |
| Floating Holiday-       | new date specified each year |

There are two (2) half day holidays per year: (facility closes at noon these days)

|                |                           |
|----------------|---------------------------|
| Christmas Eve  | December 24 <sup>th</sup> |
| New Year's Eve | December 31 <sup>st</sup> |

If a holiday falls on a Saturday, the preceding Friday will be taken as the holiday. If the holiday falls on a Sunday, the following Monday will be considered the holiday.

Holiday hours are based on the employee's regular scheduled day but not less than their regular workweek divided by five (5) days. Employees who work four ten hour days will receive ten (10) hours for holiday pay. For employees who work flex or part time schedules, the holiday hours are based on the total number of hours the employee is scheduled to work in a week divided by five (5.)

Section 18.01 FLOATING HOLIDAY

The floating holiday is a specific date determined by a majority vote by all the SCLIWC employees.

Section 18.02 HOLIDAY PAY

Employees who work on a Holiday (including the floating holiday) as part of their regular shift will receive pay at a rate of time and one half (1½) for the hours worked on said holidays and holiday pay at straight time for the hours worked on said holiday. Employees scheduled to work as part of their regular shift on Memorial Day, Thanksgiving Day or Christmas Day will receive pay at a rate of double time (2 times the hourly rate plus applicable shift differential) for all hours worked on that holiday.

Section 18.03 BANKED HOLIDAY TIME (10 hour Production employees)

Production employees that work the Sunday – Wednesday or Wednesday – Saturday, ten hour shifts are able to “bank” holiday time that occurs outside of their assigned shift in the week that the holiday occurs. The hours are “banked” for future use and must be used consistent with the operational needs of the department and been approved of by the Department Manager in advance of use.

**ARTICLE 19. - VACATION**

Employees shall be eligible to take paid vacation after completing the first six (6) months of employment. Vacation is earned based on a monthly accrual system. Accruals are posted on the first day of each month and are based on years of service completed as of that date. Employees must complete the full month in order to earn the vacation accrual for that month; **NO** prorating will be done for a partial month if an employee leaves service.

VACATION SCHEDULE:

|                   |         |
|-------------------|---------|
| less than 5 years | 10 days |
| 5 – 9 years       | 15 days |
| 10 years          | 16 days |
| 11 years          | 17 days |
| 12 years          | 18 days |
| 13 years          | 19 days |
| 14 years plus     | 20 days |

SECTION 19.01      APPROVAL PROCESS

Vacations must be consistent with the operational needs of the department and approved by the Department Manager. Time off request forms must be submitted to the Department Manager at least one (1) week in advance for approval if five (5) consecutive days or more are being requested. Otherwise forms must be submitted at least 24 hours in advance.

SECTION 19.02      MAXIMUM

The maximum vacation balance allowed is 1½ times the annual days accrued. Any amount above the maximum on the accrual date will be lost time.

SECTION 19.03      VACATION BUY BACK

Employees may sell back up to 80 hours of accumulated vacation time annually, provided that at least one week of vacation time in the preceding twelve months has been used.

**ARTICLE 20. -      OTHER LEAVE TIME**

Section 20.01      SICK TIME

Employees working 20 hours or more shall earn one (1) day of sick time every month, which is accrued in hours on the first day of the month, for completing the previous month of service. Hours accrue prorated based on the employee's weekly schedule divided by a standard five (5) day workweek, i.e., employees working 25 hours per week will accrue five (5) hours on the first of the month. A new employee will receive a prorated accrual the first month of service.

The maximum sick time allowed is **250 days** (or 2000 hours based on a 40-hour workweek.) At retirement a maximum of **250 days**, (or 2000 hours based on 40 hour workweek) can be used toward retiree health insurance. A maximum of 165 days of accumulated sick time can be used to increase service credit through the NYS & Local Retirement System 41J program. At no time will an employee or retiree receive cash payment for unused sick time.

Employees must call in to their Department Manager at the start of every workday (or other prearranged time) to report use of sick time. It is important to build up sick time reserve to assure continuation of full paychecks if out for an extended period due to an injury or illness. Sick time is to be used if the employee is ill or injured or may be used to care for a sick immediate family member up to a total of eighty (80) hours within a calendar year.

Employees absent from work for more than three consecutive working days due to an illness or injury may be required to supply to the Human Resources Office a doctor's statement covering the complete absence. If an employee demonstrates a pattern of unscheduled absences documentation may be requested.

## Section 20.02 PERSONAL TIME

Employees working at least 20 hours per week are eligible for paid personal time, effective date of hire. Four (4) personal days per year are granted on the first of January, and new hires will be prorated based on date of hire. This time is non-accumulative, therefore; personal time balance at the end of the year will be converted to the sick time accrual bank. Converting personal time to sick time will not increase the maximum sick time accrual above 1400 hours.

At no point will a cash payment for unused personal time be made even when service is terminated due to retirement or resignation. However, if an employee retires prior to December 31<sup>st</sup> any unused personal time from that year will be added to the sick time balance, if the employee's sick time is not at the maximum allowed.

Personal time must be requested and approved of prior to use. Personal time shall **not** be used in conjunction with or prior to or following vacation time or a holiday. Personal time is to be used for significant activities, which cannot be completed before or after working hours. Examples: Doctor/Dentist visits, banking, professional service appointments, personal business or family business.

## Section 20.03 BEREAVEMENT LEAVE

Employees are given a bereavement leave in the event of a death based on the following:

**5 days:** Employee's: Spouse/Partner, Parents, and children

**3 days:** Employee's: Grandparents, Siblings, and grandchildren,  
Employee's Spouse/Partner's: Parents, siblings, children, and grandchildren

**1 day:** Employee's: Aunts, Uncles, Cousins, Nieces, and Nephews  
Employee's Spouse/Partner's: Grandparents, Aunts, Uncles, Cousins, Nieces, and Nephews

Employees must use bereavement time within 30 calendar days of the date of death and will complete a bereavement leave form detailing the person, relationship, date of death and when the leave days will be used, however, employees can use days beyond 30 calendar days with approval by immediate supervisor on a case by case basis.

If additional time is needed for family listed above or for others not listed above, employees can request from their Department Manager the use of their vacation, compensatory or personal time or request an unpaid leave of absence. Requests will not be unreasonably denied.

## Section 20.04 MILITARY LEAVE

In compliance with the Uniformed Services Employment and Reemployment Rights Act, SCLIWIC ensures re-employment rights to employees who enter active duty in the armed services. Failure to report to work within 30 days of military discharge will be regarded as voluntary resignation. Employees on military leave will not be eligible for employee fringe benefits during the leave period

### Reserve Military Leave:

An employee will be paid their regular salary while on Reserve Military Leave for a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any one calendar year.

## Section 20.05 JURY DUTY

Employees will receive pay while serving on jury duty. It is expected that employees will report to work at all times when there is no jury or when the jury has been excused early. Failure to do so will result in reduction of pay. Employees will not be given an advantage or a disadvantage by serving Jury Duty. Employees will receive Jury Duty pay for only the hours of their normal work schedule. A copy of the Jury Duty notice must be attached to the signed time card for the jury duty period in order to receive a full paycheck. Any payments an employee receives for serving jury duty, not including reimbursements for parking, lunch, or mileage, must be signed over to the Accounting Office.

## Section 20.06 COURT SUBPOENAS

When subpoenaed and required to make an appearance in court during working hours, the employee is to notify his or her supervisor. Appearance at court under subpoena and out of civic responsibility (such as an eyewitness) is considered excused time with pay. Time for voluntary appearance in court for personal benefit will be the employee's own responsibility and arrangements must be cleared with the immediate supervisor. Vacation or Personal days may be used for this purpose.

## **ARTICLE 21. - INSURANCES**

### Section 21.01 HEALTH INSURANCE PLAN:

Health insurance coverage is offered to all employees who work 20 hours or more per week. Effective 1/1/2015, employees will be given the option to select which health insurance plan they want to enroll in; either the existing PPO plan or the Standard Platinum Plan\*. Effective 1/1/2018, employees hired on or after this date will be allowed to enroll only in the Platinum Plan. Effective January 1, 2024, no new enrollment will be allowed in the GTCMHIC PPO Plan.

New employees are given the opportunity to enroll with coverage effective the first day of the month following date of hire, as long as they enroll within thirty (30) days from date of hire. Employees will also have the opportunity to add, delete or change coverage during the open enrollment period in November for January 1<sup>st</sup> coverage. The Commission will not pay any benefits directly; only benefits paid by the insurance carrier are available to employees.

Any proposed changes to the policy regarding health insurance benefits the employer will notify the union at least sixty (60) days before the proposed change and will meet with the union prior to implementation. The Employer retains the right to change the insurance plans and/or carrier, as long as the overall benefit level and provider networks of the new plan through the new carrier are substantially comparable to the current plan. The overall benefit level may change upon agreement by employer and the union. If the employer and union are in disagreement on whether the changes are substantial the parties will agree to mediation. If mediation fails, the matter can be taken to arbitration.

Any diminishment to the health insurance plans offered will be subject to the collective bargaining process and mutually agreed upon by both parties.

\*The Greater Tompkins County Municipal Health Insurance Consortium (Consortium) Standard Platinum Plan will have an Actuarial Value (AV) as defined by the Patient Protection and Affordable Care Act (ACA) equal to an overall

plan benefit for the average participant of 90%. The Consortium will annually calculate the AV using the AV Calculator developed by the Centers for Medicare & Medicaid Services (CMS) Center for Consumer Information & Insurance Oversight (CCIIO), which was implemented in accordance with the Patient Protection and Affordable Care Act. If such calculator is no longer available or in use, the Consortium will have an independent Actuary develop the AV of the health insurance plan on an annual basis. The AV will be equal to 90% for the Platinum Plan within an acceptable deviation of + or – 2%. Any changes to the underlying plan benefits of the Greater Tompkins County Municipal Health Insurance Consortium Standard Platinum Plan to maintain the plan's AV will occur no more frequently than once a year with said changes being effective on January 1<sup>st</sup> each year.

### **Section 21.02 HEALTH INSURANCE COST SHARE:**

All eligible employees shall contribute an established contribution of the health insurance monthly premium for the type of health insurance (individual or family coverage or whatever tier structure is available) that the employee has elected. All employee contributions to the monthly premium through payroll deduction will be made with pre-tax dollars unless the employee chooses otherwise.

PPO Health Insurance Plan: (not available to those hired after 1/1/2018)

2024- 15% employee monthly premium contribution for elected coverage

2025- 15% employee monthly premium contribution for elected coverage

2026- 15% employee monthly premium contribution for elected coverage

Standard Platinum Health Insurance Plan:

2024- 15% employee monthly premium contribution for elected coverage

2025- 15% employee monthly premium contribution for elected coverage

2026- 15% employee monthly premium contribution for elected coverage

Employees hired after January 1, 2021, will be only allowed to enroll in the Standard Platinum Plan at the employee cost share of 15% of the monthly premium.

### **Section 21.03 HEALTH INSURANCE BUY BACK:**

Employees who elect not to take health insurance through the Employer shall receive 50% of the Employer's annual contribution for the higher monthly premium cost individual policy offered, provided that the employee provides proof to the Employer that the employee is covered by another health insurance plan which provides health insurance coverage for the employee equal to or better than the coverage of the health insurance plan being offered by the employer at that time. The level of this benefit is prorated for part time employees. Employees hired on or after 1/1/2018 will receive fifty percent (50%) of the individual premium for the GTCMHIC Standard Platinum Plan.

### **Section 21.04 RETIREE HEALTH INSURANCE PLAN:**

#### **1. Eligibility:**

To be eligible for health insurance, the retiree must have retired from SCLIWC with at least 10 years of service and be receiving retirement benefits from the New York State and Local Retirement System. If the retiree does not fulfill the previous qualifications, but wishes health coverage through the group, he/she may do so by paying 100% of the premium. The retiree shall pay a percentage of an individual or family policy monthly premium based on the years of service with SCLIWC as of the retirement date. All retirees Medicare eligible will be required to enroll in Medicare Part A and Part B coverage and are required to convert to a Medicare Supplement plan if offered by the Town/SCLIWC at the same cost share as prior to becoming Medicare eligible.

2. Use of Sick Time:

If a retiree has accrued “sick time” balance and wishes to continue health insurance coverage they may do so. Sick time, up to 2000 hours or 250 days, will be exchanged for months of continued health insurance coverage (individual or family) until the sick time is depleted. For each month of provided retiree health coverage the sick time at retirement will be reduced by an established number of hours until the sick time is depleted. Once the sick time is depleted the retiree may continue coverage under the applicable Premium Percentage. Premiums are due by the 20<sup>th</sup> of the month preceding the coverage month. The Commission reserves the right to cancel any retiree’s insurance coverage for accounts 60 days or more past due. At no time would any unused sick time be paid out.

Established hours:

16 hours per month:

Retiree and/or dependents are enrolled in a non-Medicare supplemental plan for individual or family coverage. Including instances when one family member is enrolled in non-Medicare supplemental plan and one is enrolled in a Medicare Supplemental plan.

8 hours per month:

Retiree and dependents are enrolled in a Medicare supplemental plan for individual or family coverage.

3. Premium Percentages:

Once the sick bank is depleted the retiree may continue coverage under the applicable Premium Percentage.

| <u>YEARS OF SERVICE AT RETIREMENT</u> | <u>RETIREE’S PORTION OF PREMIUMS</u> | <u>SCLIWC’S PORTION OF PREMIUMS</u> |
|---------------------------------------|--------------------------------------|-------------------------------------|
| 25 AND OVER                           | 50%                                  | 50%                                 |
| 10-24                                 | 65%                                  | 35%                                 |

Section 21.05 DENTAL INSURANCE PLAN:

Dental insurance coverage is offered to employees working 20 hours per week or more as a voluntary plan. Employees covered by this agreement shall receive the same level dental insurance benefit plan as non-covered, hourly employees at the time the contract is executed. Coverage premiums will be paid in full by the employee for individual or family coverage. The Employer retains the right to change insurance provider and /or plans, as long as the overall benefit level of the new plan is comparable to the current plan.

Retiree Dental:

Retirees may wish to continue individual or family dental coverage, if they were enrolled prior to their date of retirement from SCLIWC. Premiums paid 100% by Retiree are due by the 20<sup>th</sup> of the month preceding the coverage month. The Commission reserves the right to cancel any retiree’s insurance coverage for accounts 60 days or more past due.

Section 21.06 FLEXIBLE SPENDING PLAN:

Flexible Spending Account (FSA) is an employee provided benefit plan that is established under section 125 and 129 of the Internal Revenue Code. A FSA allows employees to pay for certain health care and dependent care expenses on a pre-tax basis, saving valuable tax dollars. The FSA is offered to employees working 20 hours per week or more. Newly hired employees may

enroll after their six (6) month probationary period ends. Employees must enroll annually during the open enrollment period for this plan. The maximum amount allowed for dependent care and medical and dental expenses, is based on IRS regulations.

Section 21.07 SHORT TERM DISABILITY INSURANCE:

Disability insurance covers employees when they have been injured outside of work or for other non-employment medical reasons like surgery. This insurance pays for missed time at work only and does not provide any coverage for medical bills. For injuries that occur during work, refer to Workers' Compensation Insurance.

Disability benefits will be paid for non-work-related illness after the 7-day waiting period (5 business days) and for non-work-related injury after 1 day. The employee must cover the waiting period using their sick time, but if depleted, then any paid time off leave can be used. After the waiting period, the employee will use code "Other-Dis" to subsidize 70% of the employee's regular hours per day (5.60 hours out of 8.0 hours). The remaining 30% of hours per day (2.40 hours) shall be supplemented by an employee's sick time or any paid time off leave can be used. The use of the employee's paid time off leave will allow the employer to issue the employee their regular full paycheck, continue to accrue paid leave time, continue health insurance, and be credited with days worked in retirement system. Short term disability leave will be available for a maximum of twenty-six (26) weeks in any consecutive fifty-two (52) week period beginning as of the first use of disability.

If the employee has depleted all their paid time off leave, then they will be eligible for only the 70% paid by the employer and will no longer be eligible to accrue additional paid leave time and will no longer be reported as active to the state retirement system. There will be no change to their health insurance or employee contribution.

The Employer may contract with a third party to process these claims. The employee must submit a claim form and provide an acceptable Doctor's statement for the claim to be processed. All decisions regarding the claim will be handled by the third party. Any reimbursement payments from the third party will be paid directly to the Employer to reimburse "Other-Dis" time. If the employee accidentally receives a payment from the third party, they shall forward it to the Human Resources Office immediately. A doctor's statement authorizing a return to work is required. The Employer and/or employee may request a light duty return to work.

Section 21.08 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE:

Group Life Insurance and Accidental Death & Dismemberment Insurance at a value of \$50,000 is provided to employees working at least 30 hours per week, at no cost to the employee. Employees also have the option to voluntarily "Buy-Up" more life insurance coverage for themselves and purchase life insurance for their dependents. All Buy-Up coverage would be the sole responsibility of the employee. This insurance is convertible, at the time an employee leaves service, to a term life policy.

**ARTICLE 22. - NEW TECHNOLOGY OR EQUIPMENT**

Notwithstanding any other provisions of this agreement, Employer agrees that if Employer implements new technologies, introduces new equipment, or enters into contracts relating solely to operations performed by the members of the bargaining unit, Employer will make a reasonable effort to discuss same with the union prior to such implementation, introduction, or contract execution. Such discussions shall be solely for the purpose of seeking the union's input



on the Employer's proposed actions and to identify the potential effects such actions would have on the members of the bargaining unit. This clause, however, is in no way intended to preclude Employer from proceeding with such proposed implementation, introduction, or contract execution once Employer initiates discussion, even if the Employer and union are unable to agree on steps, if any, to mitigate any significant adverse effects of such actions on the members of the bargaining unit.

**ARTICLE 23. - TRAINING AND TRAVEL**

Employer encourages employee development, within budgetary constraints. All employees are entitled to attend workshops, conferences, or seminars as they relate to their position. Training and Travel Policy and Procedures shall be governed by the Personnel Manual except that for purposes of this collective bargaining agreement any unreasonable denial of training or travel shall be subject to the grievance procedure. Meal breaks during off site training are included in the total hours worked.

**ARTICLE 24. - UNIFORMS AND SAFETY SHOES**

Distribution and Production employees are required to wear uniform style clothing during all working hours. Uniforms will display an employee's first name and identify him/her as a Commission employee; the cost of the name and logo will be absorbed by the Commission. Distribution and Production employees must wear OSHA approved steel-toed safety shoes while on duty.

Distribution and Production employees that wear uniform-style clothing, the Commission will provide reimbursement for uniforms and safety shoes up to a maximum of \$500.00 per year. All Distribution and Production employees will be eligible for winter coats and overalls up to \$200 per employee every three years. All Administration employees and the Distribution Department's GIS/IT Specialist will be eligible for SCLIWC logo clothing up to a value of \$100 per employee per year.

**ARTICLE 25. - SAFETY GLASSES**

For Production and Distribution employees prescription ANSI safety glasses will be reimbursed for a total not to exceed 200.00 and no more frequently than every two years, unless there is a prescription change or damaged beyond repair. Employee may select the preferred vendor or one of their own choosing. Employee will be responsible for eye examination and any costs above the allowed amount.

**ARTICLE 26. - CELL PHONE REIMBURSEMENT**

All Commission will be reimbursed fifty (\$50) dollars per month towards the cost of their cell phone bill. The amount will be paid out quarterly and is a taxable benefit. Cell phone use policy will be adhered to. All employees will be required to carry a personal cell phone to receive this benefit.

**ARTICLE 27. - TERM OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of January 2024 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least 120 days prior to the expiration date that it desires to modify the Agreement.

Negotiations for 2026 contract shall begin no later than the second week of September of 2026.

In witness thereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Date: \_\_\_\_\_

Southern Cayuga Lake Intermunicipal  
Water Commission

\_\_\_\_\_  
Rod Howe  
Commissioner, Town of Ithaca

\_\_\_\_\_  
John Rueckheim  
Commissioner, Town of Dryden

\_\_\_\_\_  
Steven Riddle  
General Manager

\_\_\_\_\_  
Judith C. Drake  
Human Resources Manager

Date: \_\_\_\_\_

United Auto Workers Local 2300

\_\_\_\_\_  
Lonnie Everett  
UAW, International Representative

\_\_\_\_\_  
Christine Johnson  
UAW, Local President

\_\_\_\_\_  
Kyle Fellows  
SCLIWC Shop Steward

\_\_\_\_\_  
Hugh Trimm Jr.  
SCLIWC Shop Steward

SCLIWC UAW JOB CLASSIFICATION SYSTEM

2024 Wage Scale

| JOB CLASSIFICATION LISTING    |   |                        | 2024 HOURLY WAGE SCALE   |                                     |                          |                                    |
|-------------------------------|---|------------------------|--------------------------|-------------------------------------|--------------------------|------------------------------------|
| Updated 1/1/2024 negotiations |   |                        |                          |                                     |                          | 106.00%                            |
| CLASS                         | CIVIL SERVICE TITLE   |                        | HIRING Rate              | Step 1 -<br>1st Anniv<br>Promotions | Step 2 -<br>2nd Anniv    | Step 3<br>3rd<br>Anniv<br>JOB RATE |
|                               |   |                        | % inc by step =          | 3.3%                                | 3.2%                     | 3.1%                               |
| <b>HOURLY POSITIONS</b>       |   |                        |                          |                                     |                          |                                    |
| 7                             | Assistant Production Manager<br>Assistant Distribution Manager  | HOURLY<br>40 HR Annual | \$ 32.76<br>\$ 68,140.80 | \$ 33.84<br>\$ 70,387.20            | \$ 34.92<br>\$ 72,633.60 | \$ 36.00<br>\$ 74,880.00           |
| 6                             | GIS/IT Specialist<br>Sr. Water Treatment Plant Oper.<br>Sr. Distribution Operator<br>Sr. Electrical & Mech Tech<br>Assistant Finance Manager        | HOURLY<br>40 HR Annual | \$ 30.90<br>\$ 64,272.00 | \$ 31.92<br>\$ 66,393.60            | \$ 32.93<br>\$ 68,494.40 | \$ 33.95<br>\$ 70,616.00           |
| 5B                            | Water Treatment Plant Operator<br>Electrical & Mechanical Technician<br>Distribution Operator   | HOURLY<br>40 HR Annual | \$ 27.96<br>\$ 58,156.80 | \$ 28.88<br>\$ 60,070.40            | \$ 29.80<br>\$ 61,984.00 | \$ 30.72<br>\$ 63,897.60           |
| 5A                            | Principal Account Clerk Typist<br>Administrative Assistant IV   | HOURLY<br>40 HR Annual | \$ 27.35<br>\$ 56,888.00 | \$ 28.25<br>\$ 58,760.00            | \$ 29.15<br>\$ 60,632.00 | \$ 30.05<br>\$ 62,504.00           |
| 4                             | Administrative Assistant III  | HOURLY<br>40 HR Annual | \$ 27.18<br>\$ 56,534.40 | \$ 28.08<br>\$ 58,406.40            | \$ 28.97<br>\$ 60,257.60 | \$ 29.87<br>\$ 62,129.60           |
| 3B                            | Sr. Water Maintenance Spec.   | HOURLY<br>40 HR Annual | \$ 27.08<br>\$ 56,326.40 | \$ 27.98<br>\$ 58,198.40            | \$ 28.87<br>\$ 60,049.60 | \$ 29.76<br>\$ 61,900.80           |
| 3A                            | Sr. Account Clerk Typist<br>Administrative Assistant II   | HOURLY<br>40 HR Annual | \$ 26.69<br>\$ 55,515.20 | \$ 27.57<br>\$ 57,345.60            | \$ 28.45<br>\$ 59,176.00 | \$ 29.33<br>\$ 61,006.40           |
| 2                             | Water Maintenance Specialist<br>Distribution Operator Assistant **<br>WTPO Trainee **<br><br>** start at Job Rate for new hires<br>not hiring rate. | HOURLY<br>40 HR Annual | \$ 23.07<br>\$ 47,985.60 | \$ 23.83<br>\$ 49,566.40            | \$ 24.59<br>\$ 51,147.20 | \$ 25.35<br>\$ 52,728.00           |
| 1                             | Account Clerk Typist<br>Administrative Assistant I<br>Information Aide  | HOURLY<br>40 HR Annual | \$ 22.50<br>\$ 46,800.00 | \$ 23.25<br>\$ 48,360.00            | \$ 23.98<br>\$ 49,878.40 | \$ 24.72<br>\$ 51,417.60           |

| JOB CLASSIFICATION LISTING    |   |                           | 2025 HOURLY WAGE SCALE   |                              |                          |                           |
|-------------------------------|---|---------------------------|--------------------------|------------------------------|--------------------------|---------------------------|
| Updated 1/1/2024 negotiations |   |                           |                          |                              |                          | 105.00%                   |
| CLASS                         | CIVIL SERVICE TITLE   |                           | HIRING Rate              | Step 1 -1st Anniv Promotions | Step 2 - 2nd Anniv       | Step 3 3rd Anniv JOB RATE |
|                               |   |                           | % inc by step =          | 3.3%                         | 3.2%                     | 3.1%                      |
| <b>HOURLY POSITIONS</b>       |   |                           |                          |                              |                          |                           |
| 7                             | Assistant Production Manager<br>Assistant Distribution Manager  | HOURLY<br>40 HR<br>Annual | \$ 34.40<br>\$ 71,552.00 | \$ 35.53<br>\$ 73,902.40     | \$ 36.67<br>\$ 76,273.60 | \$ 37.80<br>\$ 78,624.00  |
| 6                             | GIS/IT Specialist<br>Sr. Water Treatment Plant Oper. Sr.<br>Distribution Operator<br>Sr. Electrical & Mech Tech<br>Assistant Finance Manager        | HOURLY<br>40 HR<br>Annual | \$ 32.44<br>\$ 67,475.20 | \$ 33.52<br>\$ 69,721.60     | \$ 34.58<br>\$ 71,926.40 | \$ 35.65<br>\$ 74,152.00  |
| 5B                            | Water Treatment Plant Operator<br>Electrical & Mechanical Technician<br>Distribution Operator   | HOURLY<br>40 HR<br>Annual | \$ 29.36<br>\$ 61,068.80 | \$ 30.32<br>\$ 63,065.60     | \$ 31.29<br>\$ 65,083.20 | \$ 32.26<br>\$ 67,100.80  |
| 5A                            | Principal Account Clerk Typist<br>Administrative Assistant IV   | HOURLY<br>40 HR<br>Annual | \$ 28.72<br>\$ 59,737.60 | \$ 29.66<br>\$ 61,692.80     | \$ 30.61<br>\$ 63,668.80 | \$ 31.55<br>\$ 65,624.00  |
| 4                             | Administrative Assistant III  | HOURLY<br>40 HR<br>Annual | \$ 28.54<br>\$ 59,363.20 | \$ 29.48<br>\$ 61,318.40     | \$ 30.42<br>\$ 63,273.60 | \$ 31.36<br>\$ 65,228.80  |
| 3B                            | Sr. Water Maintenance Spec.   | HOURLY<br>40 HR<br>Annual | \$ 28.44<br>\$ 59,155.20 | \$ 29.38<br>\$ 61,110.40     | \$ 30.31<br>\$ 63,044.80 | \$ 31.25<br>\$ 65,000.00  |
| 3A                            | Sr. Account Clerk Typist<br>Administrative Assistant II   | HOURLY<br>40 HR<br>Annual | \$ 28.03<br>\$ 58,302.40 | \$ 28.95<br>\$ 60,216.00     | \$ 29.88<br>\$ 62,150.40 | \$ 30.80<br>\$ 64,064.00  |
| 2                             | Water Maintenance Specialist<br>Distribution Operator Assistant **<br>WTPO Trainee **<br><br>** start at Job Rate for new hires<br>not hiring rate. | HOURLY<br>40 HR<br>Annual | \$ 24.22<br>\$ 50,377.60 | \$ 25.02<br>\$ 52,041.60     | \$ 25.82<br>\$ 53,705.60 | \$ 26.62<br>\$ 55,369.60  |
| 1                             | Account Clerk Typist<br>Administrative Assistant I<br>Information Aide  | HOURLY<br>40 HR<br>Annual | \$ 23.63<br>\$ 49,150.40 | \$ 24.40<br>\$ 50,752.00     | \$ 25.18<br>\$ 52,374.40 | \$ 25.96<br>\$ 53,996.80  |

| JOB CLASSIFICATION LISTING    |   |                           | 2026 HOURLY WAGE SCALE   |   |                          |                                 |
|-------------------------------|---|---------------------------|--------------------------|---|--------------------------|---------------------------------|
| Updated 1/1/2024 negotiations |   |                           | 104.00%                  |   |                          |                                 |
| CLASS                         | CIVIL SERVICE TITLE   |                           | HIRING Rate              | Step 1 -<br>1st Anniv<br><br>Promotions | Step 2 -<br>2nd Anniv    | Step 3 3rd<br>Anniv<br>JOB RATE |
|                               |   |                           | % inc by step =          | 3.3%                                    | 3.2%                     | 3.1%                            |
| <b>HOURLY POSITIONS</b>       |   |                           |                          |   |                          |                                 |
| 7                             | Assistant Production Manager<br>Assistant Distribution Manager  | HOURLY<br>40 HR<br>Annual | \$ 35.78<br>\$ 74,422.40 | \$ 36.95<br>\$ 76,856.00                | \$ 38.14<br>\$ 79,331.20 | \$ 39.31<br>\$ 81,764.80        |
| 6                             | GIS/IT Specialist<br>Sr. Water Treatment Plant Oper.<br>Sr. Distribution Operator<br>Sr. Electrical & Mech Tech<br>Assistant Finance Manager        | HOURLY<br>40 HR<br>Annual | \$ 33.74<br>\$ 70,179.20 | \$ 34.86<br>\$ 72,508.80                | \$ 35.97<br>\$ 74,817.60 | \$ 37.08<br>\$ 77,126.40        |
| 5B                            | Water Treatment Plant Operator<br>Electrical & Mechanical Technician<br>Distribution Operator   | HOURLY<br>40 HR<br>Annual | \$ 30.53<br>\$ 63,502.40 | \$ 31.54<br>\$ 65,603.20                | \$ 32.54<br>\$ 67,683.20 | \$ 33.55<br>\$ 69,784.00        |
| 5A                            | Principal Account Clerk Typist<br>Administrative Assistant IV   | HOURLY<br>40 HR<br>Annual | \$ 29.87<br>\$ 62,129.60 | \$ 30.85<br>\$ 64,168.00                | \$ 31.83<br>\$ 66,206.40 | \$ 32.81<br>\$ 68,244.80        |
| 4                             | Administrative Assistant III  | HOURLY<br>40 HR<br>Annual | \$ 29.68<br>\$ 61,734.40 | \$ 30.66<br>\$ 63,772.80                | \$ 31.64<br>\$ 65,811.20 | \$ 32.61<br>\$ 67,828.80        |
| 3B                            | Sr. Water Maintenance Spec.   | HOURLY<br>40 HR<br>Annual | \$ 29.58<br>\$ 61,526.40 | \$ 30.56<br>\$ 63,564.80                | \$ 31.53<br>\$ 65,582.40 | \$ 32.50<br>\$ 67,600.00        |
| 3A                            | Sr. Account Clerk Typist<br>Administrative Assistant II   | HOURLY<br>40 HR<br>Annual | \$ 29.15<br>\$ 60,632.00 | \$ 30.11<br>\$ 62,628.80                | \$ 31.08<br>\$ 64,646.40 | \$ 32.03<br>\$ 66,622.40        |
| 2                             | Water Maintenance Specialist<br>Distribution Operator Assistant **<br>WTPO Trainee **<br><br>** start at Job Rate for new hires<br>not hiring rate. | HOURLY<br>40 HR<br>Annual | \$ 25.20<br>\$ 52,416.00 | \$ 26.03<br>\$ 54,142.40                | \$ 26.86<br>\$ 55,868.80 | \$ 27.69<br>\$ 57,595.20        |
| 1                             | Account Clerk Typist<br>Administrative Assistant I<br>Information Aide  | HOURLY<br>40 HR<br>Annual | \$ 24.58<br>\$ 51,126.40 | \$ 25.38<br>\$ 52,790.40                | \$ 26.19<br>\$ 54,475.20 | \$ 27.00<br>\$ 56,160.00        |

PUBLIC WORKS DEPARTMENT UNIT  
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ITHACA, NEW YORK

AND

TEAMSTERS LOCAL UNION 317



Agreement Term:

January 1, 2023 - December 31, 2024

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## **ARTICLE 1. - RECOGNITION**

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, and Teamsters Joint Council 18, hereinafter called the "Union", and the Town of Ithaca, New York, hereinafter called the "Town" or "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law): all full time probationary and full time post-probationary Department of Public Works employees in the following position titles; Laborer, Motor Equipment Operator, Heavy Equipment Operator, Working supervisor, Maintenance Supervisor, Maintenance Worker, Engineering Technician I, Senior Engineering Technician, Senior Heavy Equipment Mechanic, Heavy Equipment Mechanic, and Assistant Automotive Mechanic. Excluded from this recognition are all seasonal, temporary, and part-time employees and all other employees of the Town of Ithaca.

## **ARTICLE 2. - SAVINGS AND SEPARABILITY**

If any Article or Section of this Agreement, or any supplement Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 3. - EMPLOYEE ORGANIZATION RIGHTS**

### **Section 3.01 UNION SECURITY**

Employees have the right to join, not join, maintain or discontinue their membership in the Union. All employees who are employed by the Employer in the recognized unit shall have Teamsters Local 317 as their bargaining representative for the purposes of negotiation and enforcing the contract regardless of whether or not they are members of the Union. Employees who join the Union and remain members in good standing shall enjoy the full benefits of Union membership. Employees who are members of the Union are required to pay Union dues. For present employees, payment of Union dues shall commence no later than thirty (30) days following the effective date or execution of this Agreement, whichever is later. For new employees, the payment shall start no later than thirty (30) days following the date of employment.

### **Section 3.02 DUES AND OTHER DEDUCTIONS**

**Dues Check-off:** The Employer agrees to deduct from the pay of all employees who join the Union and complete the dues check-off form the dues, initiation fees and /or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made, or within thirty (30) days, whichever is earlier.

The Union shall certify to the Employer each month in writing a list of its members working for the employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of



such member. The Employer shall deduct such amount from the first pay check following receipt of statement of certification and dues check-off form and remit to the Union in one lump sum.

The Employer shall notify the Union of the names of all new bargaining unit employees hired since the last list was submitted and delete the names of employees who are no longer employed according to New York law.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

**Other Deductions:** The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers, savings accounts, Christmas clubs, and any similar deduction. Deductions shall be made bi-weekly and remitted to the appropriate financial institution(s).

### Section 3.03 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to. The Union will submit a list of authorized agents to the Employer. These agents must notify the Employer prior to these visits and such visit shall not interfere with work assignments. The Employer will assign a location and a reasonable time for such visitation.

### Section 3.04 STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Steward or the designated Alternate shall be permitted reasonable time, up to one (1) hour per week, to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours. In the event the Steward does not use the time during a workweek, the time may be "banked" or saved up to a maximum of 8 hours. Such time spent in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. In the event the Steward or Alternate exhausts their banked time, they will be allowed additional time, however, that time will be unpaid. The Steward must request the use of this time and approval is at the discretion of the Highway Superintendent or designee. This request will not be unreasonably denied.

Negotiations: The Union may designate up to two employees to attend negotiations with the Employer. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the employer.

### Section 3.05 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, gender expression, national origin, age, marital status, sexual orientation, disability (as defined by the

Americans with Disabilities Act of 1990), political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

#### Section 3.06 BULLETIN BOARD

The Employer shall provide a bulletin board at the Public Works Facility for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union. Postings must be submitted in advance to the Employer. The Employer retains the right to reject all postings which are of an inappropriate nature.

### **ARTICLE 4. - MANAGEMENT RIGHTS**

Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Employer retains all of the rights, functions, duties and responsibilities of management currently accorded it by law. Except where limited by this agreement the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage its business by determining the mission, purpose, objectives, policies and programs; to make or alter from time to time reasonable rules and regulations to be observed by the employees, including without limiting, the right to discontinue old methods and to initiate any technical changes as well as any form or type of new method or procedure; to determine work rules and standards of performance; to determine services to be rendered or supplied; to determine the size of the work force; to determine policy affecting selection or training of employees; to hire and assign employees of its own selection; to determine the number to be employed; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty subject to applicable provisions of the Civil Service Law of the State of New York.

Furthermore, the exercise or non-exercise of rights hereby retained by the Employer shall not be deemed a waiver of any such right or prevent the Employer from exercising such rights in any way in the future.

### **ARTICLE 5. - SENIORITY**

#### Section 5.01 SENIORITY LIST

A list of employees arranged in order of their seniority, based on the most recent date of hire with the Town of Ithaca's Public Works Department, shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty (30) days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

#### Section 5.02 PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a twenty six (26) week trial basis during which period he/she may be discharged without further recourse. After successful completion of the twenty six (26) week period, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment. Absences of more than a total of five (5) work days shall extend this probationary period on a day for day basis.

#### Section 5.03 APPLICATION OF SENIORITY

Seniority shall be broken only by discharge, voluntary quit, or more than one (1) year layoff.

The principles of seniority shall prevail in disputes involving layoffs and recall from layoffs, except that layoffs will be designated to a job title with seniority based on total service time with the department, instead of service time in that title. The least senior employee in the job title can bump only the least senior employee in the bargaining unit, if that employee is in a lower pay grade and they meet the minimum qualifications of the position.

#### **ARTICLE 6. - DISCIPLINARY ACTION**

Disciplinary action shall be imposed pursuant to the Rules and Procedures of Section 75 of Civil Service Law and is not grieve-able under this contract. Except that the Hearing Officer shall be bilaterally selected by the Town and Teamsters. If an agreement cannot be realized with twenty (20) work days, the parties will request a list of neutral hearing officer from PERB and a Hearing Officer will be selected using PERB's rules and procedures. Any associated fees for the Hearing Officer shall be equally split between the parties.

#### **ARTICLE 7. - GRIEVANCES**

##### Section 7.01 DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement, or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

##### Section 7.02 GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

Step 1: The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written, and must include Article and/or Section being grieved, and the remedy sought.

Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union, designated by the Business Agent, and a representative of the Employer. The presentation shall be written, and must include the Article and/or Section being grieved, and the remedy sought.

Step 3: In the event that the grievance is unresolved, the Union may submit the issue to arbitration in accordance with the rules of the NYS Public Employment Relations Board. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties.

The arbitrator's decision and award shall be in writing and delivered thirty (30) days from the date the record is closed. The decision shall be final and binding upon the parties.

Time Limits: All appeals by the grievant or his/her representative to the employer's decision at step 1 or 2 must be made within fifteen (15) working days or the decision at the previous step

shall be binding. The Employer fails to respond to any of the steps above within fifteen (15) working days, the grievance will automatically advance to the next step.

## **ARTICLE 8. - REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee in which contain criticism, commendation, appraisal, or rating of the employee's performance on his/her job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

## **ARTICLE 9. - LICENSES**

Employer will reimburse for a first time Commercial Drivers' License (CDL) (A and/or B) permit, driving test and the cost increase for the CDL license. Additionally, the employer will reimburse for renewal permits issued within 12 months of the original permit date. Employer will permit the employee to gain experience using Town equipment and will allow Town equipment to be used for the driving test. Employer will reimburse the fee to renew a Commercial Drivers' License (CDL) minus the amount for a regular Class D license at the time of reimbursement.

Employer will pay for test applications and license renewals for certifications for Engineering Technicians. Employer will pay for Vehicle Inspection licenses and renewals, if required by the Employer.

## **ARTICLE 10. - HEALTH AND SAFETY**

### Section 10.01 EQUIPMENT

Every employee shall be entitled to a safe and healthful workplace. The Town considers the safety and health of their employees of primary importance and asks employees for full cooperation. Rules of conduct and rules of safety and health shall be observed. The joint cooperation of employees and management in the observance of this policy will provide safe working conditions and maximize accident-free performance. Employees shall adhere to the rules regarding lock out/tag out for unsafe equipment.

### Section 10.02 CLOTHING ALLOWANCE

Employer shall provide employees with an annual lump sum clothing allowance in an amount of four hundred fifty (\$450) dollars. New hires will receive an amount based on date of hire. Coveralls through a uniform service will be provided for the mechanics. The clothing allowance is a taxable benefit, so appropriate taxes will be deducted prior to payment. Allowance payment through a separate payroll check will be issued in the first month of the year. Five (5) safety-colored (short or long sleeve) shirts and one (1) sweatshirt with Town logo will be provided for by the employer annually, in addition to the clothing allowance. If the employee purchases clothing, the Town will pay to have the Town logo and employee's name printed or embroidered on the item(s) if they so desire, up to a maximum of five (5) items per year.

### Section 10.03 PROTECTIVE CLOTHING & PPE

Employer will provide personal protective equipment (PPE) such as hard hats, rain gear, safety goggles, gloves, and earplugs, as appropriate for the tasks assigned or any other required by law.

(a) Safety Toed Shoes:

Employees are required to wear safety-toed shoes (no sneakers) while on duty. Employer will reimburse employees annually for ANSI standard safety toed work boots up to the amount of two hundred (\$200) dollars. In addition, the employer will provide safety-toed waterproof boots at the time of hire and periodically will replace them if destroyed or no longer provide the waterproof protection.

(b) Safety Glasses:

Employees are required to wear safety glasses/goggles while performing certain duties. For those employees who wear prescription glasses, the Employer will provide prescription safety glasses once every two years. Employer will pay for Safety Frames and Prescription Lenses up to one hundred thirty-five (\$135) dollars, and will pay the full cost for side shields and dispensing or administration fees. Employee shall be responsible for any eye examination fees and costs over the above allowed amount.

Section 10.04 CELL PHONE REIMBURSEMENT

An employee who has a cell phone which is used by the Town for communication purposes will be reimbursed fifty (\$50) dollars per month towards the cost of their cell phone bill. The amount will be paid out quarterly and is a taxable benefit. Cell phone use policy will be adhered to. Employee will be required to carry a personal cell phone.

**ARTICLE 11. - WAGES AND HOURS**

Section 11.01 HOURS

(a) Full-time hours of work, workday, workweek and work shift:

At the discretion of the Highway Superintendent or his/her designee the hours can be changed or altered depending on the needs of the department. Time is recorded in ¼ hour increments.

Pursuant to the following procedures:

- (i) The full-time workday shall be either eight (8) or ten (10) consecutive hours for each employee.
- (ii) The full-time workweek shall be either four ten (10) or five eight (8) hour consecutive days for each employee.
- (iii) The Employer may establish Day and Night shifts as follows:
  - a) Day Shift may start between six (6) a.m. and eight (8) a.m.
  - b) Night Shift may start between six (6) p.m. and ten (10) p.m.
- (iv) The employer may implement one (1) Night Shift each calendar year and set the hours of that shift starting between hours set in b) above.
- (v) Prior to making an assignment to a Night Shift the Employer will ask for interested volunteers. However, the Employer is not required to make the assignment from a volunteer list and retains the right to assign any employee to a shift. The Employee will be given (14) calendar days notice prior to the start of a Night Shift assignment, unless the assignment is due to vacation, sick or personal leave or other absences of the regular assigned employee and/or due to other emergency situations.
- (vi) Shift Differential: Employees who are assigned to a regular Night Shift shall receive a two dollars (\$2.00) per hour shift differential above his/her hourly base rate. Employees whose workday spans two shifts will be paid for the hours worked during the Day Shift at the regular hourly rate and the hours worked in the Night Shift at the regular rate plus the shift differential. Employees assigned to work the Night Shift and work overtime, either at the beginning or end of the shift, shall be paid at

one and one half (1½) times his/her regular hourly base rate with the shift differential included. If the employee working a shift differential shift requests compensatory time in lieu of paid overtime the compensatory time will be paid out at the employee's regular rate of pay at the time the compensatory time is used. The regular rate of pay will not include the shift differential premium.

Day Shift Hours: 6:00 am up to 6:00 pm Night Shift Hours: 6:00 pm up to 6:00 am

(b) Break and Lunch Periods

All employees shall be provided two (2) ten (10) minute paid break period (or a combined twenty (20) minute break) for each regular workday, and a thirty (30) minute non-paid lunch period each regular workday. Break and lunch periods shall be scheduled at the discretion of the Highway Superintendent or designee. Whenever practicable, breaks will be taken by employee at their field worksite or within a close proximity to the field worksite if restroom facilities are not available

(c) Overtime

Overtime at the rate of one-and-one half times the employee's regular hourly rate ("overtime rate") will be paid after the employee has accumulated forty (40) hours worked for any given work week. Fringes used in a week will be included in the calculation of overtime pay.

(d) Non-Emergency Work Outside Regular Shift

Employees who work an additional day outside their regular work schedule for **non-emergency** work will be paid pursuant to the requirements of section 12.01 (c) for a minimum of 4 hours.

(e) Paid Meal Period:

Public Works employees called into work before 6am, or who work until at least 7pm, will be paid an extra ½ hour at their overtime rate in place of being reimbursed for the cost of purchasing a meal. "Paid meal" should be marked on the time sheet with the proper overtime code. This policy does not apply to emergency work outside the employee's typical work week.

Section 11.02 WAGES

(a) Wage Rates

Employees covered under this contract will receive four percent (4.0%) increase on the job rate in the first year of the contract, and a four percent (4.0%) increase on the job rate in the second year of the contract. See Appendix A for Wage Scales by classification.

- (i) New Hires: The following table establishes hiring rates and step progressions until employee reaches Job Rate. All employees will receive wage increases on January 1<sup>st</sup>.

| <b>New Hires</b>               | <b>Date of Hire</b> | <b>Step 1 Next 1/1</b> | <b>Step 2 Next 1/1</b> | <b>Step 3 Next 1/1</b> |
|--------------------------------|---------------------|------------------------|------------------------|------------------------|
| <b>Hourly rate calculation</b> | Job rate - \$1.25   | Job rate - \$0.75      | Job rate - \$0.25      | Job rate               |

- (ii) Promotions: In the event that an employee is promoted, the employee will start at Step 1 rate for that position. If the Step 1 rate is less than the employee's current rate then they will proceed to the next step for that position.
- (iii) Laborer with CDL: Employees in the title of Laborer that possess a Class B Commercial Drivers' License (CDL) with tank endorsement will receive two dollars and seventy-five cents (\$2.75) per hour less than the job rate for a Motor Equipment Operator (MEO) on the first payroll following receipt of the CDL or at time of hire. Laborers hired after 11/01/2022 are required to obtain the minimum of a Class B CDL with tank endorsement within two years of appointment.
- (iv) MEO with Class A CDL: Employees in the title of Motor Equipment Operator (MEO) and Automotive Mechanic Assistant that possess a Class A Commercial Drivers' License (CDL) will receive one dollar and fifteen cents (\$1.15) per hour less than the job rate for a Heavy Equipment Operator (HEO.)

(b) Longevity

- (i) Employees whose most recent date of hire is prior to 1/1/2010, longevity payments will be paid annually by the Employer, per its existing policy, as follows. Employees with ten (10) years of service will receive three hundred (\$300) dollars. Every year of service thereafter, the employee will receive the previous year's amount plus an additional fifty (\$50) dollars. Longevity will be paid out as a lump sum payment and not added into the employee's base pay. Example: 10 years of service = \$300 11 years = \$350
- (ii) Employees hired on or after 1/1/2010 shall receive an annual longevity payment, starting at five (5) years of service, based on the following non-compounding schedule. Longevity will be paid out as a lump sum payment and not added into the employee's base pay.

|                          |       |                              |         |
|--------------------------|-------|------------------------------|---------|
| 5 - 9 years of service   | \$200 | 20 - 24 years of service     | \$800   |
| 10 - 14 years of service | \$400 | 25 years of service and over | \$1,000 |
| 15 - 19 years of service | \$600 |                              |         |

- (c) Pay Day: Employees shall be paid on a bi-weekly basis by 9 am on Fridays. For all new hires effective 1/1/23, direct deposit is required, except for special pays such as uniform allowance, longevity payment and vacation buy back payment.

**Section 11.03 EMERGENCY CALL IN**

Most positions in the unit are emergency response personnel; therefore, emergency call-ins are an essential function of the job. Emergency call-ins will be distributed as equitably as possible. Employees who are called in to work shall be paid a minimum of four (4) hours at the overtime rate. Emergency call-ins for water and sewer work will be paid at a minimum of six (6) hours at the overtime rate. Employees are paid from the time they are called into work and must report for duty within thirty (30) minutes from the time called, which may be extended at the discretion of the Highway Superintendent. When an employee is called in and then stays at work for their regular scheduled shift, the extra hours are paid as regular overtime rate not as Call-In time.

**Section 11.04 SEPARATION OF EMPLOYMENT**

If the Employer discharges an employee or the employee retires or dies, the Employer shall pay all money due to the employee or estate on the next regular payday. If an employee voluntarily quits, and gives a two-week notice, the Employer shall pay all money due to the employee on the next regular payday. Employees are expected to physically work that full two-week timeframe. Department Head may approve time off during the two-week timeframe, and not more than two workdays can be without prior approval using sick time.

“Money due” shall include unpaid hours worked, unused accrued vacation time and unused compensatory time at the employee's regular rate of pay as of that time. In no instance will payment be issued for unused sick time or unused personal time.

**Section 11.05 LAY OFF and RECALL NOTICE**

The Employer shall provide any employee being laid off with one week's notice that he/she is being laid off or if such notice is not provided one week's pay in lieu thereof. This notice of pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

**Section 11.06 COMPENSATORY TIME**

An employee, if approved by the Highway Superintendent or his/her designee, may accumulate compensatory time for hours worked outside his/her normal work week instead of being paid at the overtime rate for those hours. Compensatory time will be earned at time and one half for hours worked over 40 in a week. Compensatory time can accrue up to a maximum of 40 hours. The Employer may not require the election of compensatory time to avoid paying overtime. Employer will create a mechanism to allow employees to “bank” overtime hours to be paid out in a future paycheck in the same calendar year. Banked overtime hours cannot be converted to compensatory time.

## **ARTICLE 12. - HEALTH AND WELFARE**

### Section 12.01 HEALTH INSURANCE:

Health insurance coverage is offered to all full-time employees. Employees covered by this agreement shall receive the same level health insurance benefit plan as non-covered, hourly employees are being provided, at the time the contract is executed. The Employer retains the right to change insurance plans and/or carriers at any time, as long as the overall benefit level of the new plan is substantially comparable to the current plan. The Union will be notified prior to such change.

Employees hired prior to September 1, 2016, will have an additional health insurance plan option titled GTCMHIC Standard Platinum Plan\*. No new enrollments by any staff onto the PPO plan effective 1/1/2023. Employees hired after September 1, 2016, will be only allowed to enroll in the GTCMHIC Standard Platinum Plan.

Employee cost share of the monthly premium is on the following basis:

#### PPO Plan:

2023: 15.0% of monthly premium, not to exceed \$180 for individual or \$390 for family

2024: 15.0% of monthly premium, not to exceed \$190 for individual or \$410 for family

#### GTCMHIC Standard Platinum Plan:

2023: 15.0% of monthly premium, not to exceed \$128 for individual or \$322 for family

2024: 15.0% of monthly premium, not to exceed \$140 for individual or \$345 for family

*\*The Greater Tompkins County Municipal Health Insurance Consortium (Consortium) Standard Platinum Plan will have an Actuarial Value (AV) as defined by the Patient Protection and Affordable Care Act (ACA) equal to an overall plan benefit for the average participant of 90%. The Consortium will annually calculate the AV using the AV Calculator developed by the Centers for Medicare & Medicaid Services (CMS) Center for Consumer Information & Insurance Oversight (CCIO), which was implemented in accordance with the Patient Protection and Affordable Care Act. If such calculator is no longer available or in use, the Consortium will have an independent Actuary develop the AV of the health insurance plan on an annual basis. The AV will be equal to 90% for the Platinum Plan within an acceptable deviation of + or – 2%. Any changes to the underlying plan benefits of the Greater Tompkins County Municipal Health Insurance Consortium Standard Platinum Plan to maintain the plan’s AV will occur no more frequently than once a year with said changes being effective on January 1<sup>st</sup> each year.*

#### (a) Health Insurance Buy Back:

Employees who elect not to take health insurance through the employer shall receive fifty percent (50%) of the employer’s annual contribution for an individual policy provided that the employee provides proof to the employer that the employee is covered by another health insurance plan which provides health insurance coverage for the employee equal to or better than the coverage of the health insurance plan being offered by the employer at that time.

Employees hired after September 1, 2016, will receive fifty percent (50%) of the individual premium for the GTCMHIC Standard Platinum Plan.

#### (b) Retirees Health Insurance Benefit:

##### 1) Eligibility:



To be eligible for health insurance, the retiree must have retired from the Town of Ithaca with at least ten (10) years of service and be receiving retirement benefits from the New York State and Local Retirement System. If the retiree does not fulfill the previous qualifications, but wishes health coverage through the group, he/she may do so by paying 100% of the premium. The retiree shall pay a percentage of an individual or family policy monthly premium based on the years of service with the Town as of the retirement date. All retirees Medicare eligible will be required to enroll in Medicare Part A and Part B coverage and are required to convert to a Medicare Supplement plan if offered by the Town at the same cost share as prior to Medicare eligibility.

**For employees hired on or after September 1, 2016:**

Employees meeting the eligibility outlined above will be able to enroll in Retiree Health Insurance from the date of retirement through the first of the month following the month they reach Medicare eligibility. Once the Retiree reaches Medicare eligibility, the employer contributions toward the health insurance premiums will cease on the first of the month following the qualifying eligibility. The Retiree will have the option to continue coverage with an individual or family plan, however, paying 100% of the monthly premium. Those eligible are encouraged to enroll in the Medicare Supplement plan, if offered and practicable for their situation.

**2) Use of Sick Time:**

If a retiree has an accrued "sick time" balance and wishes to continue health insurance coverage, they may do so using up to two thousand (2000) hours of sick time. Sick time will be exchanged for months of continued retiree health insurance coverage (individual or family) until the sick time is depleted. For each month of provide retiree health coverage the sick bank at retirement will be reduced by an established number of hours until the sick bank is depleted.

Established hours:

- 16 hours per month = Retiree and/or dependents are enrolled in a non-Medicare supplemental plan for individual or family coverage
- 8 hours per month = Retiree and dependents are enrolled in a Medicare supplemental plan for individual or family coverage

When the sick time balance is depleted, the retiree can continue with the retiree health insurance by submitting payment to the Town for their applicable share of the premiums. (See Premium Percentages below.) At no time would any unused sick time be paid out.

**3) Premium Percentages:**

a) Employees whose most recent date of hire is prior to 1/1/2010, the following percentages apply.

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>TOWN'S PORTION<br/>OF PREMIUMS</u> |
|---|--|---------------------------------------|
| 30 and over                               | 25%                                      | 75%                                   |
| 25 -29                                    | 50%                                      | 50%                                   |
| 10-24                                     | 65%                                      | 35%                                   |

b) Employees whose are hired on or after 1/1/2010, the following percentages apply.

| <u>YEARS OF SERVICE<br/>AT RETIREMENT</u> | <u>RETIREE'S PORTION<br/>OF PREMIUMS</u> | <u>TOWN'S PORTION<br/>OF PREMIUMS</u> |
|---|--|---------------------------------------|
| 25 years and over                         | 50%                                      | 50%                                   |
| 10-24                                     | 65%                                      | 35%                                   |

**Section 12.02 DENTAL INSURANCE**

Dental insurance coverage is offered to all full-time employees as a voluntary plan. Employees covered by this agreement shall receive the same level dental insurance benefit plan as non-covered, hourly employees at the time the contract is executed. Coverage premiums will be paid in full by the employee for individual or family coverage. If the employer changes the policy regarding dental insurance benefits

for non-covered, full time, hourly employees, the employer will notify the union and will meet with the union prior to implementation. The Employer retains the right to change insurance plans and/or carriers at any time, as long as the overall benefit level of the new plan is comparable to the current plan. The Union will be notified prior to such change.

**Section 12.03 SHORT TERM DISABILITY LEAVE**

Short Term Disability Leave is available to all employees covered by this contract. Short term disability is when the disability leave will be for a maximum of twenty-six (26) weeks in any consecutive fifty-two (52) week period beginning as of the first use of disability.

Disability benefits will be paid for non-work-related illness after the 7-day waiting period (5 business days) and for non-work-related injury after 1 day. The employee must cover the waiting period using their sick time, but if depleted, then any paid time off leave can be used. After the waiting period, the Town will use code "Other-Dis" to subsidize 70% of the employee's regular hours per day (5.60 hours). The remaining 30% of hours per day (2.40 hours) shall be supplemented by an employee's sick time or any paid time off leave can be used. The use of the employee's paid time off leave will allow the employer to issue the employee their regular full paycheck, continue to accrue paid leave time, continue health insurance, and be credited with days worked in retirement system.

If the employee has depleted all their paid time off leave, then they will be eligible for only the 70% paid by the Town and will no longer be eligible to accrue additional paid leave time and will no longer be reported as active to the state retirement system. There will be no change to their health insurance.

The Town may contract with a third party to process these claims. The employee must submit a claim form and provide an acceptable Doctor's statement for the claim to be processed. All decisions regarding the claim will be handled by the third party. Any reimbursement payments from the third party will be paid directly to the Town to reimburse "Other-Dis" time. If the employee accidentally receives a payment from the third party, they shall forward it to the Human Resources Office immediately. A doctor's statement authorizing a return to work is required. The Town and / or employee may request a light duty return to work.

**ARTICLE 13. - PENSION**

The Employer will continue participation in the New York State and Local Employee Retirement System. Both parties agree to abide by the rules of that system.

**ARTICLE 14. - VACATION**

Employees shall be eligible to take paid vacation after completing the first six (6) months of employment. Time can be taken in one half (½) hour increments but not less than two (2) hours.

Vacation is earned based on a monthly accrual system (see below). Accruals are posted on the first day of each month and are based on years of service completed as of that date. (Years of service are based on employee's most recent date of hire, with credit given for previous service time.) The maximum vacation balance allowed is one and one half (1½) times the annual days accrued. Employees must complete the full month in order to earn the vacation accrual for that month; **NO** prorating will be done for a partial month if an employee leaves service.

| VACATION SCHEDULE: |           |    | Hours accrued Monthly | Maximum hours Allowed |
|--------------------|-----------|----|-----------------------|-----------------------|
| Years of Service   | Days/Year | OR | 8 hrs                 | 8 hrs                 |
| less than 5 years  | 10 days   |    | 6.67                  | 120.00                |
| 5 – 9 years        | 15 days   |    | 10.00                 | 180.00                |
| 10 years           | 16 days   |    | 10.67                 | 192.00                |
| 11 years           | 17 days   |    | 11.35                 | 204.00                |
| 12 years           | 18 days   |    | 12.00                 | 216.00                |
| 13 years           | 19 days   |    | 12.67                 | 228.00                |
| 14 years plus      | 20 days   |    | 13.35                 | 240.00                |

(a) Vacation Buy back

Employees are allowed to sell back up to eighty (80) hours of accumulated vacation time annually, provided that at least one (1) week of vacation time in the preceding twelve months has been used.

(b) Requesting and Approval of Vacation Time

Employees must submit a time off request form at least one (1) week in advance when taking five (5) or more working days off. For less time off than five (5) days, at least twenty-four (24) hours in advance is required. The granting or denial of all requests for vacation time off shall be at the discretion of the Highway Superintendent or designee. Once vacation time is approved it can't be revoked.

**ARTICLE 15. - HOLIDAYS**

There are thirteen (13) paid full day holidays per year. The following holidays shall be observed:

|                                    |   |
|------------------------------------|---|
| New Year's Day -                   | January 1st   |
| Martin Luther King Jr's Birthday - | Third Monday in January   |
| President's Day -                  | Third Monday in February  |
| Memorial Day -                     | Last Monday in May  |
| Juneteenth Day-                    | June 19 <sup>th</sup>   |
| Independence Day -                 | July 4 <sup>th</sup>  |
| Labor Day -                        | First Monday in September   |
| Columbus /Indigenous Peoples Day - | Second Monday in October  |
| Veterans' Day -                    | November 11 <sup>th</sup>   |
| Thanksgiving Day -                 | Fourth Thursday in November   |
| Day after Thanksgiving-            | Fourth Friday in November   |
| Christmas Day -                    | December 25 <sup>th</sup>   |
| Floating Holiday-                  | new date specified each year by majority vote of all employees at the Public Works Facility |

There are two (2), half (1/2) day holidays per year: (PWF closes at 10:30 am on those days)

|                |                           |
|----------------|---------------------------|
| Christmas Eve  | December 24 <sup>th</sup> |
| New Year's Eve | December 31 <sup>st</sup> |

If a holiday falls on a Saturday, the proceeding Friday will be taken as the holiday. If the holiday falls on a Sunday, the following Monday will be considered the holiday. The floating holiday is a specific date determined by majority vote of all Public Works Facility employees. Holiday hours are based on the employee's regular scheduled day but not less than their regular workweek divided by five (5) days. (Employee's working four (4) ten (10) hour days as their scheduled shift will receive ten (10) hours of holiday pay.)

(a) Holiday Pay:

Employees required to work on a holiday will receive holiday pay at straight time plus overtime rate (1.5 times the hourly rate) for all hours worked. Employees required to work on New Year's Day, Martin Luther King Jr's Birthday Day, Thanksgiving Day, or Christmas Day will receive holiday pay at straight time plus double time (2 times the hourly rate) for all hours worked. **To be eligible for holiday pay, an employee must have worked the last scheduled workday preceding and the first scheduled workday following the holiday, unless paid time off was previously approved or present a doctor's note excusing the employee for that day.**

**ARTICLE 16. - LEAVE TIME**

Section 16.01 SICK DAYS

Employees shall earn one (1) day of sick time every month, which is accrued as eight (8) hours on the first day of the month, for completing the previous month of service. New hires will receive a prorated accrual the first month of service.

The maximum sick time allowed is 250 days (or 2000 hours). A maximum of one hundred sixty-five (165) days of accumulated sick time can be used to increase service credit through the NYS & Local Retirement System 41J program. At no time will an employee or retiree receive cash payment for unused sick time.

Employees must call in to the PWF office no less than one half (½) hour before the start of every workday (or other prearranged time) to report use of sick time. Sick time is to be used in one half (½) hour increments. Sick time is to be used if the employee is ill or injured or may be used to care for a sick immediate family member up to a total of eighty (80) hours within a calendar year.

Employees absent from work for more than three (3) consecutive working days due to an illness or injury may be required to supply to the Human Resources Office a doctor's statement covering the complete absence. If an employee demonstrates a pattern of unscheduled absences documentation may be requested.

#### Section 16.02 PERSONAL DAYS

Employees shall be granted four (4) personal days or thirty-two (32) hours per year, new hires will be prorated. This time is non-accumulative and personal time balance at the end of the year will be converted to the sick time accrual bank. Converting personal time to sick time will not increase the maximum sick time accrual allowed.

Personal time should be used in one half (½) hour increments and must be requested and approved of prior to use. In emergency situations the employee shall notify the Highway Superintendent or designee as soon as possible and give a reason for the absence. Personal time shall **not** be used in conjunction with or prior to or following vacation time or a holiday or used for the purpose of a second occupation. Personal time is to be used for significant activities, which cannot be completed after working hours. Examples: Doctor/Dentist visits, banking, professional service appointments, personal business, or family business.

#### Section 16.03 BEREAVEMENT LEAVE

Employees are given a bereavement leave in the event of a death based on the following:

**5 days:** Employee's: Spouse/Partner, Parents, and children

**3 days:** Employee's: Grandparents, Siblings, and grandchildren,  
Employee's Spouse/Partner's: Parents, siblings, children, and grandchildren

**1 day:** Employee's: Aunts, Uncles, Cousins, Nieces, and Nephews  
Employee's Spouse/Partner's: Grandparents, Aunts, Uncles, Cousins, Nieces, and Nephews

If additional time is needed for family listed above or for others not listed above, employees can request from their Department Head the use of their vacation, compensatory or personal time or request an unpaid leave of absence. Requests will not be unreasonably denied. Employees must use bereavement time within thirty (30) calendar days of the date of death and will complete a bereavement leave form detailing the person, relationship, date of death and when the leave days will be used, however, employees can use days beyond thirty (30) calendar days with approval by immediate supervisor on a case-by-case basis.

#### Section 16.04 MILITARY LEAVE

Employees enlisted in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

An employee will be paid his/her regular salary while on Reserve Military Duty for a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any calendar year.

#### Section 16.05 JURY DUTY

Any regular employee called for jury duty shall be granted leave for that duty with no charge against leave credits. For each day of such duty the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty. This payment shall be accomplished by the employee turning his/her payment for jury service over to the Human Resources Manager, and the employee shall in turn receive his/her full pay for that day.

**ARTICLE 17. - MAINTENANCE OF STANDARDS**

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 18. - OTHER BENEFITS**

Employees covered by this agreement shall receive the same Leave of Absence, Short-term Disability, Group Life Insurance, Flexible Spending Plan, Workers' Compensation, Mileage Reimbursements, Separation of Employment, Wellness Program, Town Sponsored Functions, Weather Related Time Off, and Paid Parental Leave benefits as non-covered, full time, hourly employees in accordance with the policies then in effect as the same may be increased, altered, or reduced by the Town with respect to other non-covered, full time, hourly employees. If the employer changes any benefit for non-covered, full time, hourly employees, the employer will notify the union and will meet with the union prior to implementation.

- Equipment Shows- Attendance at the different equipment shows will be permitted at the discretion of the Highway Superintendent or designee.

**ARTICLE 19. - DECLARATION OF NO STRIKE POLICY**

Union as the sole and exclusive bargaining representative of the employees, does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike, work slowdown or other work stoppage.

**ARTICLE 20. - LEGISLATIVE ACTION**

The Employer shall prepare, secure introduction, and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE 21. - DURATION, NOTIFICATION AND REOPENING**

This Agreement shall continue in full force and effective from date ratified by the Ithaca Town Board, January 1, 2023, through December 31, 2024.

All negotiations for a successor agreement shall be conducted pursuant to law. No article, section or subsection of this agreement shall be retroactive and only those items and benefits specifically incorporated in this agreement shall be binding on the Employer or its agent.

In witness thereof, the parties hereto have caused the Agreement to be executed by their duly authorized representative.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Ithaca

Teamsters Local 317

\_\_\_\_\_  
Rod Howe  
Town Supervisor

\_\_\_\_\_  
Duane Wright  
Business Representative

\_\_\_\_\_  
Pamela Bleiwas  
Town Councilperson

\_\_\_\_\_  
Jonathan Munson  
Shop Steward

\_\_\_\_\_  
Judith Drake  
Human Resources Manager

\_\_\_\_\_  
Anthony Inman  
Shop Steward

APPENDIX A Wage Scales  
2023 WAGE SCALE

| FIELD SYSTEM JOB CLASSIFICATION LISTING  |   | 2023 Wage Scale    |                     |                          |                           |                            |              |             |
|--|---|--------------------|---------------------|--------------------------|---------------------------|----------------------------|--------------|-------------|
| Effective: 1/1/2017 TB Res#: 2018-112  |   | INCREASE           |                     |                          |                           |                            |              |             |
| 2020   | Hours based on full time of               | 104.00%            | Class IV- Teamsters |                          | Promotions start          |                            | Per Contract |             |
| Class  | Civil Service Title                       | HIRING MINIMUM     | Hiring Rate         | Step 1<br>1st Anniv. Yr. | Step 2-<br>2nd Anniv. Yr. | Step 3 -<br>3rd Anniv. Yr. | JOB RATE 1/1 |             |
| HOURLY POSITIONS   |   | HOURLY             |                     |                          |                           |                            |              |             |
| V  | Working Supervisor                        | Hourly:            |                     | 1.64%                    | 1.61%                     | 0.74%                      | \$3,810      |             |
|  | Sr. Heavy Equipment Mechanic              | 40 hrs/wk:         | \$ 30.43 \$ 32.56   | \$ 33.06                 | \$ 33.56                  | \$ 33.81                   | \$ 33.81     |             |
|  | Sr. Engineering Technician                | per hour increase: |                     |                          |                           |                            | \$ 1.30      |             |
|  | Maintenance Supervisor                    |                    |                     |                          |                           |                            |              |             |
|  |   |                    |                     |                          |                           |                            | 4.00%        |             |
|  |   |                    |                     |                          |                           |                            |              | \$ 2,704.00 |
| IV   | Engineering Technician I                  | Hourly:            |                     | 1.66%                    | 1.63%                     | 0.80%                      | \$1,988      |             |
|  | Heavy Equipment Operator (HEO)            | 40 hrs/wk:         | \$ 28.23 \$ 30.12   | \$ 30.62                 | \$ 31.12                  | \$ 31.37                   | \$ 31.37     |             |
|  | Maintenance Worker                        | per hour increase: |                     |                          |                           |                            | \$ 1.21      |             |
|  | Heavy Equipment Mechanic                  |                    |                     |                          |                           |                            |              |             |
|  |   |                    |                     |                          |                           |                            | 4.01%        |             |
|  |   |                    |                     |                          |                           |                            |              | \$ 2,516.80 |
| III  | MEO w/ class A                            | Hourly:            |                     | 1.73%                    | 1.70%                     | 0.83%                      | \$2,392.00   |             |
|  | Automotive Mechanic Assistant w/ class A  | 40 hrs/wk:         | HEO-\$1.15 \$ 28.97 | \$ 29.47                 | \$ 29.97                  | \$ 30.22                   | \$ 30.22     |             |
|  |   | per hour increase: |                     |                          |                           |                            | \$ 1.21      |             |
|  |   |                    |                     |                          |                           |                            |              | 4.17%       |
|  |   |                    |                     |                          |                           |                            |              | \$ 2,516.80 |
|  | Motor Equipment Operator (MEO) w/ class B | Hourly:            |                     | 1.83%                    | 1.80%                     | 0.88%                      | \$2,582      |             |
|  | Automotive Mechanic Assistant w/ class B  | 40 hrs/wk:         | \$ 25.70 \$ 27.31   | \$ 27.81                 | \$ 28.31                  | \$ 28.56                   | \$ 28.56     |             |
|  |   | per hour increase: |                     |                          |                           |                            | \$ 1.10      |             |
|  |   |                    |                     |                          |                           |                            |              | 4.01%       |
|  |   |                    |                     |                          |                           |                            |              | \$ 2,298.00 |
| II   | Laborer w/ CDL - class A or B             | Hourly:            |                     | 2.04%                    | 2.00%                     | 0.98%                      | \$ 5,720.00  |             |
|  |   | 40 hrs/wk:         | MEO-\$2.75 \$ 24.56 | \$ 25.06                 | \$ 25.56                  | \$ 25.81                   | \$ 25.81     |             |
|  |   | per hour increase: |                     |                          |                           |                            | \$ 1.10      |             |
|  |   |                    |                     |                          |                           |                            |              | 4.45%       |
|  |   |                    |                     |                          |                           |                            |              | \$ 2,298.00 |
| I  | Laborer                                   | Hourly:            |                     | 2.22%                    | 2.17%                     | 1.06%                      | \$2,748      |             |
|  |   | 40 hrs/wk:         | \$ 21.38 \$ 22.50   | \$ 23.00                 | \$ 23.50                  | \$ 23.75                   | \$ 23.75     |             |
|  |   | per hour increase: |                     |                          |                           |                            | \$ 0.92      |             |
|  |   |                    |                     |                          |                           |                            |              | 4.03%       |
|  |   |                    |                     |                          |                           |                            |              | \$ 1,913.80 |
| <p>NOTES: New employees hired at Hiring Rate and progress to Job Rate<br/>           New hires receive wage increases on January 1st<br/>           New hires shall reach Job Rate on January 1st of their 2nd Anniversary year<br/>           Once new hires reach Job Rate wage increases will occur on 1/1 same as other employees<br/>           Job Rate will be adjusted annually based on a living adjustment percentage or increments if not as determined by the TB when finalizing the budget<br/>           Hiring Minimum will be adjusted as determined by the TB<br/>           For internal promotions employee will start at Step 1 of that classification</p> |   |                    |                     |                          |                           |                            |              |             |

# 2024 WAGE SCALE

| FIELD SYSTEM JOB CLASSIFICATION LISTING |   | 2024 Wage Scale    |                      |                       |                        |                        |              |       |
|---|---|--------------------|----------------------|-----------------------|------------------------|------------------------|--------------|-------|
| Effective: 1/1/2017 TB Res#: 2018-112   |   | INCREASE           |                      |                       |                        |                        |              |       |
| 2080                                    | Hours based on full time of               | 104.00%            | Class I-V- Teamsters |                       | Promotions start       |                        | Per Contract |       |
| Class                                   | Civil Service Title                       | HIRING MINIMUM     | Hiring Rate          | Step 1 1st Anniv. Yr. | Step 2- 2nd Anniv. Yr. | Step 3- 3rd Anniv. Yr. | JOB RATE 1/1 |       |
| HOURLY POSITIONS                        |   | HOURLY             |                      |                       |                        |                        |              |       |
| V                                       | Working Supervisor                        | Hourly:            |                      | 147%                  | 145%                   | 072%                   | \$5182       |       |
|   | Sr. Heavy Equipment Mechanic              | 40 hrs/wk:         | \$ 31.64 \$ 33.91    | \$ 34.41              | \$ 34.91               | \$ 35.16               | \$ 35.16     | 3.99% |
|   | Sr. Engineering Technician                | per hour increase: |                      |                       |                        |                        | \$ 1.35      |       |
|   | Maintenance Supervisor                    |                    |                      |                       |                        |                        |              |       |
| IV                                      | Engineering Technician I                  | Hourly:            |                      | 199%                  | 157%                   | 077%                   | \$2825       |       |
|   | Heavy Equipment Operator (HEO)            | 40 hrs/wk:         | \$ 29.37 \$ 31.38    | \$ 31.88              | \$ 32.38               | \$ 32.63               | \$ 32.63     | 4.02% |
|   | Maintenance Worker                        | per hour increase: |                      |                       |                        |                        | \$ 1.26      |       |
|   | Heavy Equipment Mechanic                  |                    |                      |                       |                        |                        |              |       |
| III                                     | MEO w/ class A                            | Hourly:            |                      | 165%                  | 163%                   | 080%                   |              |       |
|   | Automotive Mechanic/Assistant w/ class A  | 40 hrs/wk:         | HEO-61.15 \$ 30.23   | \$ 30.73              | \$ 31.23               | \$ 31.48               | \$ 31.48     | 4.17% |
|   |   | per hour increase: |                      |                       |                        |                        | \$ 1.26      |       |
|   |   |                    |                      |                       |                        |                        |              |       |
|   | Motor Equipment Operator (MEO) w/ class B | Hourly:            |                      | 176%                  | 173%                   | 095%                   | 2970         |       |
|   | Automotive Mechanic/Assistant w/ class B  | 40 hrs/wk:         | \$ 26.73 \$ 28.45    | \$ 28.95              | \$ 29.45               | \$ 29.70               | \$ 29.70     | 3.99% |
|   |   | per hour increase: |                      |                       |                        |                        | \$ 1.14      |       |
|   |   |                    |                      |                       |                        |                        |              |       |
| II                                      | Laborer w/ CDL - class A or B             | Hourly:            |                      | 199%                  | 191%                   | 094%                   |              |       |
|   |   | 40 hrs/wk:         | MEO-62.75 \$ 25.70   | \$ 26.20              | \$ 26.70               | \$ 26.95               | \$ 26.95     | 4.42% |
|   |   | per hour increase: |                      |                       |                        |                        | \$ 1.14      |       |
|   |   |                    |                      |                       |                        |                        |              |       |
| I                                       | Laborer                                   | Hourly:            |                      | 213%                  | 209%                   | 102%                   | 2470         |       |
|   |   | 40 hrs/wk:         | \$ 22.23 \$ 23.45    | \$ 23.95              | \$ 24.45               | \$ 24.70               | \$ 24.70     | 4.00% |
|   |   | per hour increase: |                      |                       |                        |                        | \$ 0.95      |       |
|   |   |                    |                      |                       |                        |                        |              |       |

NOTES: New employees hired at Hiring Rate and progress to Job Rate  
 New hires receive wage increases on January 1st  
 New hires shall reach Job Rate on January 1st of their 3rd Anniversary year  
 Once new hires reach Job Rate wage increases will occur on 1/1 same as other employees  
 Job Rate will be adjusted annually based on a living adjustment percentage or incremental and as determined by the TB when finalizing the budget  
 Hiring Minimum will be adjusted as determined by the TB  
 For internal promotions employee will start at Step 1 of that classification