

**Meeting of the Board of Fire Commissioners  
Of the Manhasset-Lakeville Fire District  
In the Town of North Hempstead  
In the County of Nassau, New York  
February 21, 2023**

\* \* \*

At a regular meeting of the Board of Fire Commissioners of the Manhasset-Lakeville Fire District, in the Town of North Hempstead, in the County of Nassau, New York, held at the Fire District Office, 170 East Shore Road, Great Neck, New York, on February 21, 2023 at 5:30 p.m. (Prevailing time),

There were present:

Commissioner(s):

Honorable Mark S. Sauvigne, Chairman of the  
Board of Fire Commissioners

Honorable, Brian J. Morris Fire District  
Treasurer

Honorable, Steven Flynn Fire District  
Secretary

Also present:

Business Manager Hilary Grossman

\* \* \*

Meeting called to order by the Chairman at 5:30 p.m.

Minutes of the previous meeting to stand approved by the Board.

Incoming and outgoing communications were considered by the Board.

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT  
RELATING TO APPROVAL OF CHECKS  
ORGANIZATION NUMBER 1**

To the Treasurer:

I certify that the vouchers on the submitted check register were audited by the Board of Commissioners of the Manhasset-Lakeville Fire District on 2/21/23 and are allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount indicated on the opposite of his name.

Brian J. Morris  
Commissioner  
Manhasset-Lakeville Fire District

Date: 2/21/23

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne:

WHEREAS the purchases for goods and services identified and presented to the Board of Commissioners this date, 12/21/23, have been found to be properly acknowledged as received or due, and have been audited according to the tenets of Town Law §176 (4a) and in compliance with the Procurement Policy of the Manhasset-Lakeville Fire District and,

WHEREAS the audit of claims by the Board of Commissioners is a deliberate process to determine that the proposed payment is proper and just and satisfies the following criteria:

- The proposed payment is for a valid and legal purpose.
- The obligation was incurred by an authorized official.
- The goods or commodities for which payment is claimed were actually rendered.
- The obligation does not exceed the available appropriation.
- The claim is in proper form; it is mathematically correct; it meets legal requirements; it does not include any charges for taxes from which the organization is exempt; it includes discounts to which the organization is entitled it does not include charges previously claimed and paid; and it is in agreement with an attached invoice.

NOW, THEREFORE, it is hereby

RESOLVED to approve payment to the vendors identified on Check Number 14919 thru Check Number 14937 this date.

The adoption of the foregoing Resolution (#F53-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Sauvigne, Commissioner Morris, Commissioner Flynn  
Nays: None

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT  
RELATING TO APPROVAL OF CHECKS  
ORGANIZATION NUMBER 4**

To the Treasurer:

I certify that the vouchers on the submitted check register were audited by the Board of Commissioners of the Manhasset-Lakeville Fire District on 2/21/23 and are allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount indicated on the opposite of his name.

Brian J. Morris  
Commissioner  
Manhasset-Lakeville Fire District

Date: 2/21/23

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne:

WHEREAS the purchases for goods and services identified and presented to the Board of Commissioners this date, 12/21/23, have been found to be properly acknowledged as received or due, and have been audited according to the tenets of Town Law §176 (4a) and in compliance with the Procurement Policy of the Manhasset-Lakeville Fire District and,

WHEREAS the audit of claims by the Board of Commissioners is a deliberate process to determine that the proposed payment is proper and just and satisfies the following criteria:

- The proposed payment is for a valid and legal purpose.
- The obligation was incurred by an authorized official.
- The goods or commodities for which payment is claimed were actually rendered.
- The obligation does not exceed the available appropriation.
- The claim is in proper form; it is mathematically correct; it meets legal requirements; it does not include any charges for taxes from which the organization is exempt; it includes discounts to which the organization is entitled it does not include charges previously claimed and paid; and it is in agreement with an attached invoice.

NOW, THEREFORE, it is hereby

RESOLVED to approve payment to the vendors identified on Check Number 16603 thru Check Number 16603 this date.

The adoption of the foregoing Resolution (#F54-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Sauvigne, Commissioner Morris, Commissioner Flynn  
Nays: None

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT RELATING TO  
APPROVAL OF EXPENDITURES**

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne

WHEREAS, the purchase of goods and services identified and presented to the Board of Commissioners this date, 2/21/23 have been found to be properly acknowledged as requested expenditures, according to the Procurement Policy of the Manhasset-Lakeville Fire District,

NOW, THEREFORE, it is hereby

RESOLVED to approve purchase to the vendors identified on Board of Commissioners Expenditure Request form submitted to the Board by the Supervisor as follows:

Approval of Expenditures:

VENDOR	DESCRIPTION	AMOUNT	BUDGET NUMBER	PURCHASE SUPPORT
Hi-Tech Fire Safety	2023 Bunker Gear	\$70,137.37	3410.225.A	GC
Motorola Solutions	2023 Chiefs Radios	\$13,527.50	3410.225.A	GC
Motorola Solutions	8767 APX8500 mobile radio	\$9,218.06	3410.225.A	GC
Motorola Solutions	APX8000XE Portables	\$98,435.40	3410.225.A	GC
TOTAL	REQUESTED	\$191,318.33		

The adoption of the foregoing Resolution (#F55-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Sauvigne, Commissioner Flynn  
Nays: None

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT RELATING TO  
APPROVAL OF EXPENDITURES**

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne

WHEREAS, the purchase of goods and services identified and presented to the Board of Commissioners this date, 2/21/23 have been found to be properly acknowledged as requested expenditures, according to the Procurement Policy of the Manhasset-Lakeville Fire District,

NOW, THEREFORE, it is hereby

RESOLVED to approve purchase to the vendors identified on Board of Commissioners Expenditure Request form submitted to the Board by the Supervisor as follows:

Approval of Expenditures:

VENDOR	DESCRIPTION	AMOUNT	BUDGET NUMBER	PURCHASE SUPPORT
Island Tech Services	Annual Contract	\$34,836.00	3410.493.0	PS
TOTAL	REQUESTED	\$34,836.00		

The adoption of the foregoing Resolution (#F56-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Sauvigne, Commissioner Flynn  
Nays: None

**RESOLUTION OF THE MANHASSET-LAKEVILLE FIRE DISTRICT RELATING TO  
APPROVAL OF EXPENDITURES**

Commissioner Flynn proposed the following motion, seconded by Commissioner Sauvigne

WHEREAS, the purchase of goods and services identified and presented to the Board of Commissioners this date, 2/21/23 have been found to be properly acknowledged as requested expenditures, according to the Procurement Policy of the Manhasset-Lakeville Fire District,

NOW, THEREFORE, it is hereby

RESOLVED to approve purchase to the vendors identified on Board of Commissioners Expenditure Request form submitted to the Board by the Supervisor as follows:

Approval of Expenditures:

VENDOR	DESCRIPTION	AMOUNT	BUDGET NUMBER	PURCHASE SUPPORT
Park Line Asphalt	Co#2 Parking Lot-BOCES	\$193,908.00	3410.225.1	BOCES
TOTAL	REQUESTED	\$193,908.00		

The adoption of the foregoing Resolution (#F57-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Sauvigne, Commissioner Flynn  
Nays: None

The Board approved a resolution authorizing Assistant Supervisor Kyle Dugger to sign Island Tech Agreement on behalf of the board.

The adoption of the foregoing Resolution (#F58-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Flynn, Commissioner Sauvigne  
Nays: None

RESOLVED, that The Board of Commissioners (the “Board”) of the Manhasset-Lakeville Fire District (the “District”), hereby amends its Non-Emergency Standby Meal Stipend Policy effective April 1, 2023.

Each Fire Department and the Ambulance unit will receive a quarterly Standby Meal Stipend of \$1,250 per quarter at the beginning of each quarter. This annual rate is based upon the assumption that each Department and the Ambulance Unit will conduct one (1) standby per week, consisting of four (4) members, with an estimate per member allotment of \$24.00

The District will periodically review actual standby results to make sure the assumed annual standbys are actually being conducted.

The adoption of the foregoing Resolution (#F59-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Flynn, Commissioner Sauvigne  
Nays: None

The Board of Commissioners has adopted the revised Manhasset Lakeville Water and Fire District Employee Handbook in the form attached as Exhibit A.

The adoption of the foregoing Resolution (#F60-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Sauvigne, Commissioner Flynn  
Nays: None

The Board approved a resolution authorizing Commissioner Sauvigne sign proposal with H2M for Professional planning Services-SEQUA documents on behalf of the board.

The adoption of the foregoing Resolution (#F61-23) was duly put to a vote on roll call, which resulted as follows:

Ayes: Commissioner Morris, Commissioner Flynn, Commissioner Sauvigne  
Nays: None

The Board acknowledged receipt of and discussed the information contained in the Ameriprise statement.

Meeting adjourned at 6:10 p.m. I hereby certify the aforementioned is a true and exact copy of the Minutes of Meeting held on February 21, 2023.

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Steven Flynn, Secretary

:ap



## EXHIBIT A

# Manhasset Lakeville Water/Fire Districts

## Employee Handbook



February 21, 2023

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## Core Policies

### 1.0 Welcome

#### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with the Manhasset Lakeville Water District and/or the Manhasset-Lakeville Fire District (each, a “District,” and collectively, the “Districts”) will be rewarding and challenging. We take pride in our employees as well as in the services we provide to our community.

The District complies with all federal and state employment laws, and this handbook generally reflects those laws. The District also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement (“CBA”), the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook. Likewise, if the CBA is inconsistent with the Employee Handbook, the CBA is controlling.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The District reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other person, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Hilary Grossman [hilary@mlwaterd.org](mailto:hilary@mlwaterd.org) or (516) 466-4423.

We wish you success in your employment here at Manhasset Lakeville Water/Fire District!

All the best,

The Board of Commissioners (“BOC”)  
Manhasset Lakeville Water & Fire Districts

W56-23, F60-23

## 1.2 Disclaimer

Nothing in this handbook or any other District document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Board of Commissioners (BOC) has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the BOC. The BOC has the right to add to, change, or eliminate the policies contained in this handbook from time to time, as they deem appropriate at their sole discretion.

Unless otherwise provided by law or in a separate written contract, all employees and positions are terminable at will. Nothing contained in this handbook shall in any way restrict or alter the New York State Civil Service Law, or any other state or federal law to the extent each is applicable.

If a written contract between you and The District is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## 2.0 Introductory Language and Policies

### 2.1 About the Company

The Manhasset Lakeville Water and Fire Districts are local government entities, established and guided under the Town Law and the General Municipal Law of the State of New York. All District employees are hired into their position as civil servants under the rules and regulations established by New York State Civil Service and administered through The Nassau County Civil Service Commission.

### 2.2 Company Facilities

The Districts' office is located at 170 East Shore Road, Great Neck, NY 11023. The Manhasset-Lakeville Water District provides potable water produced through fourteen (14) separate wells and seven treatment plants located at thirteen different sites throughout the Manhasset-Lakeville area.

The Manhasset-Lakeville Fire District is comprised of five (5) fire companies and ambulance units located throughout The District, through which it provides fire protection and emergency services.

### 2.3 Ethics Code

The Districts will conduct operations honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound organizational judgment. Our supervisors and employees are expected to adhere to high standards of organizational and personal integrity as a representation of our organizational practices, at all times consistent with District values.

We expect that employees, supervisors, and commissioners will not knowingly misrepresent The District and will not speak on behalf of The District unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential sensitive information (i.e. financial records/reports, marketing or operations strategies/plans, product development, customer lists, accident/fire reports, medical information, etc.) about the Districts or their operations, or that of our customers, constituents, or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### 2.4 Mission Statement

To provide Water District residents with a safe potable water supply at sufficient quantities and pressures at reasonable costs. To provide Fire District residents and properties with exceptional fire protection and emergency response services.

### 2.5 Our Organization

The Manhasset-Lakeville Water District serves about 45,000 customers through over 10,000 individual service connections within a 10.2 square mile service area. The District produces potable water through fourteen (14) separate wells and seven treatment plants located at thirteen (13) different sites throughout the Manhasset-Lakeville area.

The Manhasset-Lakeville Fire Department covers the same 10.2 square mile area and has a residential population of over 44,000, and more than three times that amount are present in the District during the work week. Within the District there are two major hospitals, an industrial park, three high schools, seven middle and elementary schools, numerous shopping centers, houses of worship, office buildings and stores, major access highways, the Town of North Hempstead Town Hall, and other governmental offices and facilities. We also cover over two miles of shorefront.

## 2.6 Revisions to Handbook

This handbook is designed to keep you informed of the terms and conditions of your employment, including the Districts' policies and procedures. The handbook is not a contract. The Districts reserve the right to revise, add, or delete from this handbook as we determine to be in our best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on District bulletin boards.

## 3.0 Hiring and Orientation Policies

### 3.1 Conflicts of Interest

The Districts are concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a supplier, distributor, or contractor to the District, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the District will take such steps as it deems necessary to reduce or eliminate this conflict.

### 3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with the District. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

### 3.3 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at the District. It is your obligation to inform the District of any such potential conflict so the District can determine how best to respond to the particular situation.

### 3.4 Job Descriptions

The District attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.



Job descriptions prepared by the District serve as an outline only. Due to organizational needs, you may be required to perform job duties that are not within your written job description. Furthermore, the District may have to revise, add to, or delete from your job duties per organizational needs. On occasion, the District may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Supervisor.

### 3.5 New Hires and Probationary Periods

The first six (6) months of your employment is considered a probationary period, and follows the rules set forth by Nassau County Civil Service Commission unless otherwise specified. During this period, you will become familiar with the District and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities.

An appointment shall automatically become permanent upon the successful completion of the probation period.

If the conduct or performance of a probationer is not satisfactory, the probationer's employment may be terminated at any time after the completion of the minimum eight (8) week period of service or at the end of the probationary period.

An employee who is reinstated to a position after a separation of more than one (1) year, either in the employee's former jurisdiction or in another jurisdiction, shall be subject to a new probationary period in the same manner and subject to the same requirements as the employee's original appointment unless the District and the Nassau County Civil Service Commission waive the probationary period.

### 3.6 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. Training may include safety training, participation in off-site training, and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible. The District will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training programs. If you ever feel you require additional training, consult your Supervisor.

## 4.0 Wage and Hour Policies

### 4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

The District reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### 4.2 Work-related Expenses

The purpose of this policy is to define approved nontravel work-related expenses and the authority for incurring and approving such expenses at the District.

Approved work-related expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate work-related purposes that are not covered by the normal procurement processes.

#### Technical and Training Seminars

The District pays for expenses associated with attendance at pre-approved classes and seminars that enhance job-related skills. Prior approval must be obtained by your Supervisor and The Board of Commissioners.

#### Uniform Maintenance and Cleaning

The District will reimburse each uniformed employee \$3.50 a week to defray the cost of uniform maintenance and cleaning. This reimbursement will be paid bi-weekly.

#### Other Expenses

The District will pay for postage and telephone expenses that are for work-related purposes.

#### Reporting

Report approved expenses on the standard expense report form and include a copy of the receipt, proof of payment, description of the expense, its work-related purpose, date, place, and the participants.

### 4.3 Direct Deposit

The District encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Business Manager for an application form. Based on

our experience, an employee's bank will ordinarily begin the direct deposit of your payroll by the next pay cycle following the receipt of your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

#### 4.4 Introduction to Wage and Hour Policies

At the District, pay depends on a wide range of factors. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Supervisor.

#### 4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three (3) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from the District.

Every employee is expected to notify the employee's Supervisor on any day work-related does not attend work. After the first day of an unscheduled absence (sickness) the employee is obligated to call in daily, no later than 2:00 pm to notify the employee's Supervisor if you will be at work the following day. If any employee does not call-in and fails to report to work (i.e., a "no call/no show" absence) for three (3) consecutive days, the employee will be considered self-terminated by reason of "job abandonment.

If the employee fails to return to work on or before the first regular working day immediately following the last day of previously approved leave, the employee will be considered self-terminated by the reason of "job abandonment" unless the employee can show both: (1) a verifiable emergency arose (e.g., . heart attack), or a situation occurred that was demonstrably outside of the employee's control (e.g., earthquake, hurricane, terrorist attack) and (2) the employee informed the District of such situation at the employee's first opportunity to do so, without delay.

#### 4.6 Paycheck Deductions

The District is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state disability insurance taxes, union dues, applicable NYS Retirement contributions and any other deductions required under law or by court order for wage garnishments.

The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary

suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law.

The District will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

All deductions and the amount of the deductions are listed on your paystub. These deductions are totaled each year for you on your form W-2 Wage and Tax Statement. If you have any questions about deductions from your pay, contact your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday after discovery.

The District will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### 4.7 Recording Time

The District is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the District has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the District's timesheets. Exempt employees may also be required to track days or time worked. If unclear, speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Organization procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time sheets/time cards are to be turned in to your Supervisor Monday morning for the prior week's work.

Notify your Supervisor of any pay discrepancies, unrecorded, incorrectly recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Board of Commissioners any employee, supervisor, or manager

who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### 4.8 Travel Expenses

The purpose of this policy is to define approved work-related travel expenses and the authority for incurring and approving such expenses at the District.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved District trips, conferences, conventions for the betterment of the District. Travel is limited to activities for which other means of communication is inadequate.

##### Procedures:

1. Official Brochures and Pamphlets outlining the purpose, content and dates and hours, and affiliated or host lodgings of the subject convention, conference, exhibit and school, must be submitted to the Board of Commissioners via the Business Manager and/or the designee of the Business Manager.
2. By resolution, the Board must approve the event, as well as the member(s) attending the event, prior to the event.
3. If the event requires an overnight stay, and/or public transportation (including bus, train or air, or car rental), it must be arranged through the District's Business Manager.
  - a. The Business Manager will utilize online travel sites, such as Expedia.com©, to identify: the most direct route at the lowest cost. The Business Manager will strive to select the flights that meet the participant(s)' preference for the selected travel dates and times. In the event there are District vouchers available for airfare, the Business Manager will coordinate flights which utilize the vouchers first.

If the event does not have hotels associated with the conference on a group discount, the approved allowances will be in accordance with the GSA per diem lodging rates.

(<https://www.gsa.gov/travel/plan-book/per-diem-rates>). If the

lodging is priced over the approved allowance, the cost will be borne by the attendee.

The renter of the car will be covered for liabilities while on authorized trips under the District's insurance policy.

4. The Business Manager will coordinate enrollment for the event if needed, including any pre-conference workshops and conference sessions. Participant will provide Business Manager with membership number if applicable.
5. If a family member accompanies the participant on any event, the cost associated with the family member would be borne by the participant including any difference between a single and double occupancy hotel room.
6. If a District owned vehicle is used, all expenses incurred and documented with original receipts will be reimbursed.
7. A District employee who uses the employee's private vehicle for travel will be reimbursed at the IRS mileage allowance rate. Travel miles can be measured and evidenced by use of a computer program utilizing global positions system or by either "Map Quest"© or "Google Map"©.
8. Meals: The District will provide to its officials and employees a per diem allowance for meals in conjunction with approved travel on official business.
  - a. With receipts: The daily allotment, including travel days, will be determined by the Board, depending on location. The maximum will be the applicable GSA max per diem). Receipts must be detailed. Alcohol is not reimbursable.
  - b. Without receipts: Participants will be reimbursed for daily meals in accordance with the GSA per diem lodging rates per destination. (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).
  - c. Meals paid for or included in the Registered event or school are to be deducted from the sections 3 a.(i)(ii) above.
9. District officials may be hosted by vendors as long as the meal's value is fair and reasonable (IRS Publication 1542) and a written report stating the names of the vendor, the guests and the topics discussed is submitted. Meals may not exceed \$75 per person.

10. Only District officials (Commissioners and management) will be reimbursed for work-related meals with guests. Work-related meals are defined as meals with a valid District purpose.
  - a. Guest(s) may include other government officials, community leaders, and vendors.
  - b. The meals' values must be fair and reasonable (see IRS publication 1542 for guidelines).
  - c. Detailed receipts must be submitted. Alcoholic beverages are not reimbursable.
  - d. A written report stating the names of the guests and the topics discussed must be submitted with the receipts.
11. Non-Meal Gratuities – are reimbursable to \$15 per day.
12. In the event participants need to utilize a taxicab, Uber, or Lyft or other ride service, the District will reimburse the participant upon receipt of proof of payment.
13. After prior approval by the Board of Commissioners, the District will reimburse the purchase of convention show exhibition vendor equipment priced at or below \$1,000 for evaluation. The equipment will then become District property and will be inventoried with the District Superintendent.
14. Lost / Damaged Personal Property – the District will not reimburse for any lost or damaged personal property
15. Lost / Damaged District Property – the Attendee will reimburse the District for any property lost or damaged due to carelessness, negligence, or other conduct considered to be inappropriate.
16. If a participant needs to cancel travel / participation in an event, the Board of Commissioners will determine whether, under the circumstances, the participant will be required to reimburse the District for non-refundable expenses.
17. All expense reports with original receipts must be submitted to the District within thirty (30) days of the approved attended event. Review of the expense report and settlement thereof will be made within fifteen (15) days after the thirty (30) day period.

#### 4.9 Use of Employer Credit Cards

Bank credit cards will only be issued to authorized individuals by Board Resolution.

Only a member of the Board of Commissioners and/or the District Treasurer, Water Superintendent or Fire Supervisor is authorized to contact the Credit Card Bank to issue the District Cards and set the credit limit, all of which shall be done according to BOC resolution.

All employees in the possession of a credit card issued by the District will be responsible for the protection and proper use of that card.

The Board of Commissioners will conduct a monthly review of the credit card vendor by reviewing the purchases in the monthly statement.

##### Authorized Work-related Purpose

- Travel and Entertainment
- Purchase of District Assets when no other payment option is available or feasible in a timely manner

##### Use of Credit Cards:

- Credit cards will be used for authorized work-related purposes and will serve a legitimate work-related purpose.
- Credit cards shall not be used for personal reasons. If this should occur, the individual will reimburse the District within 30 days, the individual's District credit card privilege will be revoked, and the individual will be subject to disciplinary action, up to and including termination.
- Every credit card purchase will be accompanied by an original receipt which will be submitted to the District Treasurer for verification before payment to the credit card issuer.
- All purchases must be in accordance with the District's procurement policy, including Board approval for purchases over individual spending limits.
- Merchant cards, such as Staples and Home Depot, will be kept in the District Office and signed out by office personnel when needed. All cards will be returned with original receipt after purchases are made.

Fuel credit cards will have unique identifiers with approval codes. Cards will be given to the District Business Manager for distribution to appropriate individuals, including Fire Department Chiefs. The District Office will distribute the appropriate cards to the Commissioners and retain at least two in the office safe for use by individuals approved by the Board for occasional events.



## 5.0 Performance, Discipline, Layoff, and Termination

### 5.1 Criminal Activity/Arrests

The District will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the District, whether on or off District property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as the result of criminal activity may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### 5.2 Exit Interview

You may be asked to participate in an exit interview when you leave employment with the District. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the District in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### 5.3 Open Door/Conflict Resolution Process

The District strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Supervisor and, if necessary, to the Business Manager or the Board of Commissioners. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the District, management, its employees, vendors, customers, or any other persons or entities related to the District, bring your concerns to the attention of your Supervisor at a time and place that will allow your Supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought the matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Business Manager or the Board of Commissioners. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

#### 5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at the District is prohibited. The District recognizes that you may seek additional employment during off hours, but in all cases additional employment during off hours must not affect your attendance, job performance, productivity, work hours, or scheduling, and must not otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Employees may not use District property, equipment, or facilities to conduct any outside work. In addition, any outside employment that will conflict with your duties and obligations to the District should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

#### 5.5 Pay Raises & Longevity Pay

Depending on the District's financial health and other factors, unless specified by the CBA, efforts will be made to give pay raises taking into account such factors as the BOC deems appropriate, including the District's approved budget and the employee's job performance. The District may also make individual pay raises based on a change of job position and/or duties.

The District will provide additional salary increases to employees based upon their longevity of employment with the District. These "longevity steps" will take effect on the employee's anniversary date as noted in the below table.

# of years completed with District	Longevity Benefit Amount	Total Aggregate Longevity Increase in Salary
2	\$600.00	\$ 600.00
5	\$600.00	\$ 1,200.00
10	\$800.00	\$ 2,000.00
15	\$1,000.00	\$ 3,000.00
20	\$1,200.00	\$ 4,200.00
25	\$1,400.00	\$ 5,600.00
30	\$ 1,600.00	\$ 7,200.00
35	\$1,800.00	\$

		9,000.00
40	\$2,000.00	\$ 11,000.00

## 5.6 Performance Improvement

The District will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as District needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## 5.7 Post-Employment References

The District policy when responding to third party requests for employment references is to limit such responses to confirming dates of employment and job title only. With written authorization from the employee, the District will confirm compensation. Forward any requests for employment verification to the Business Manager.

## 5.8 Promotions

To match you with the job for which you are best suited and to meet the needs of the District, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

Job openings may be posted in-house. If you are interested in applying for one of these positions, notify the Superintendent, Fire Supervisor or Business Manager and speak to the person indicated on the notice.

Nassau County Civil Service Commission bulletins and announcements of examinations and other career opportunities are posted on employee bulletin boards in the water, fire and office employee gathering centers or cafeterias. These bulletins and announcements are updated periodically.

Employees may also find information at the web site: [www.nassaucivilservice.com](http://www.nassaucivilservice.com)

## 5.9 Resignation Policy

The District hopes that your employment with the District will be a mutually rewarding experience; however, the District acknowledges that varying circumstances can cause you to resign employment. The District intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

If you are a union-employee, you are required to submit to your Supervisor, in writing, notification of your proposed last day of work. The minimum notice period is one week, and the employee must work the one week covered by the notice.

If you are a non-union employee, you are required to submit to your Supervisor, in writing, notification of your proposed last day of work. The minimum notice period is two weeks, and the employee must work the two weeks covered by the notice.

If you provide less notice than requested, the District may deem you to be ineligible for certain benefits or to be rehired, depending on the circumstances of the notice given.

The District reserves the right to provide you with pay in lieu of notice in situations where job or District needs warrant.

### Final Pay

The District will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the District if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Organization property at the time of separation, including but not limited to cellphones, keys, tools, laptops, credit cards, key fobs, vehicles, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the District may pursue criminal charges for failure to return District property.

## 5.10 Standards of Conduct

The District wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, constituents, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow District rules.

While it is impossible to list everything that could be considered misconduct in the workplace, the following list identifies obvious infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol, illegal drugs or other controlled substances during working hours on District property (including in District vehicles), or on District business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the District or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying District property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of District trade secrets and proprietary and confidential information (i.e. financial or sales records/reports, marketing or operational strategies/plans, product development information, customer lists, accident/fire reports, medical information, etc.) of the District or its customers, contractors, suppliers, vendors or employees.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on District premises during working hours.
- Failure to dress according to District policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at the District.
- Gambling on District premises.
- Lending keys or key fobs to District property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## 5.11 Transfers

The District may transfer your employment from one position to another, or between the Manhasset-Lakeville Water and Manhasset-Lakeville Fire Districts with or without notice, as required by production or service needs, or upon request by you and with management approval. In the event of such a transfer of employment, your seniority shall continue to be calculated from the date of original hire within the District from which transferred.

## 5.12 Workforce Reductions (Layoffs)

If necessary, based upon business needs, District management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the District will strive to make sound decisions regarding its workforce while acknowledging the needs of its workforce. In the event of a layoff and subsequent recall, seniority shall govern, that is the last employee hired shall be the first to be laid off and the last to be recalled, provided that in each instance (layoff and recall) the more senior employee is capable of performing the work.

Employees shall be deemed to have lost seniority if: (1) The employee is discharged, or (2) The employee quits, or (3) The employee fails to report for work upon a recall within five days after receipt of a registered notice advising of recall, or (4) the employee is on layoff for a period in excess of twelve months.

## 6.0 General Policies

### 6.1 Computer Security and Copying of Software

Software programs purchased, licensed, and provided by the District are to be used only for creating, researching, and processing materials for District use. By using District hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable District policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the District or developed by District employees or contract personnel on behalf of the District, is and will be deemed District property. It is the policy of the District to respect all computer software rights and to adhere to the terms of all software licenses to which the District is a party. The Superintendent, the Supervisor and the Board of Commissioners are responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the District to both civil and criminal penalties under the United States Copyright Act or other applicable intellectual property related laws, rules and regulations.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on

multiple machines only in accordance with applicable license agreements entered into by the District.

Employees learning of any misuse of software or related documentation within the District shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including termination of employment.

## 6.2 Employer Sponsored Social Events

The District may hold periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties, unless you are notified to the contrary in a writing signed by a Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

## 6.3 Employer-Provided Cell Phones/Mobile Devices/Laptops

The District may issue certain employees a District cell phone/mobile device/laptop for work-related communications and/or operations. All such devices are District property. The user must return any District provided device immediately upon request of the District. If any District provided device is lost, stolen or damaged, the user must notify the user's supervisor immediately.

If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option that complies with applicable laws, and you in fact utilize the hands-free device in a manner that complies with applicable laws.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use together with the intended work-related use should not exceed the District's provider plan allowance for that device. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the District, you may be responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The District owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission from the Business Manager. At the time of employment termination, all such equipment and passwords must be returned to the District in operable condition.



Violation of this policy may result in discipline, up to and including termination of employment.

#### 6.4 Non-Solicitation/Non-Distribution Policy

To avoid disruption of operations or disturbance of employees, visitors, and others, the District has implemented a Non-Solicitation/Non-Distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-Solicitation/Non-Distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are scheduled to be working for the District. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on non-working time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the District's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on District premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

#### 6.5 Off-Duty Use of Employer Property or Premises

You may not use District property for personal use during working time. You are responsible for returning District property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, District products, or office supplies for personal use without prior authorization.

It is the District's policy to control off duty and non-working hour use of District facilities either for work or personal reasons. You are prohibited from using any District facilities during off duty or non-working hours without the written consent of your Supervisor. If you use the District's facilities during your off-duty hours or the District's off-hours, you may be required to sign a log-in and log-out sheet maintained by the District.



## 6.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of the District. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. The District office maintains a business casual dress environment. All employees should use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The District, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the District. Contact your Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## 6.7 Personal Cell Phone/Mobile Device Use

While the District permits employees to bring personal cell phones and other mobile devices (e.g., smart phones, tablets, laptops) into the workplace, your use of such personal devices shall not interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during non-working time, such as breaks and meal periods. Your use of such devices shall be in a manner that is courteous to those around you. During working time, your use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on District property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You must comply with the District's policies regarding the protection of confidential and proprietary information when using personal devices.

While you are operating a vehicle on work time, the District requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless your device has correct hands-

free equipment that complies with applicable state laws, and your use thereof also complies with applicable state laws.

You may not connect your personal device to the District network or to District equipment (computers, printers, etc.). You may connect your personal device to the open wi-fi. Before using a personal device for work-related purposes, you must obtain written authorization from your Supervisor. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## 6.8 Personal Data Changes

It is your obligation to provide the District with your current contact information, including current mailing address and telephone number. You must also inform the District of any changes to your marital status, number of dependents or changes in next of kin and/or beneficiaries. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Business Manager.

## 6.9 Security

All employees are responsible for helping to make the District a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area. Report any lost or stolen keys / key fobs, passes, or similar devices to your Supervisor immediately. You shall not discuss or communicate any specifics regarding the District's security systems, alarms, passwords, etc. except with District staff.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, constituents, or guests of the District. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

If you are expecting a visitor, you must notify your Supervisor. Visitors are not allowed in any area of any District facility unless accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized, or potentially hazardous areas.

## 6.10 Social Media

The District recognizes that the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain

responsibilities. To minimize risks to the District, you are obligated to follow District guidelines for appropriate use of social media.

This policy applies to all employees who work for the District.

### Guidelines

For purposes of this policy, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the District, as well as any other form of electronic communication.

District principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, constituent, or employees of the District.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The District cannot force or mandate respectful and courteous activity by employees on social media during non-working time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Organization policy. Your personal posts and social media activity must not reflect upon or refer to the District.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential information (i.e. financial or sales records/reports, organization strategies/plans, accident/fire reports, medical information, product development, customer lists, etc.) related to the District.
- Do not create a link from your personal blog, website, or other social networking site to a District website that identifies you as speaking on behalf of the District.

- Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, do not represent yourself as speaking on behalf of the District. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Supervisor and consistent with policies that cover equipment owned by the District.

### Media Contacts

If you are not authorized to speak on behalf of the District, do not speak to the media on behalf of the District. Direct all media inquiries for official District responses to your Supervisor.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

#### 6.11 Third Party Disclosures

From time to time, the District may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the District and should refer any call requesting the position of the District to the Superintendent, the Fire Supervisor or the Business Manager, who will contact the Board of Commissioner or the District's attorneys regarding the media inquiry. Only the Board of Commissioners are authorized to make or approve public statements pertaining to the District or its operations. No employees, unless specifically designated by the Board of Commissioners, are authorized to make such statements.

## 6.12 Use of Company Technology

This policy is intended to provide the District employees with the guidelines associated with the use of the District's information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the District, and all use of such resources and systems when accessed using your own devices, including but not limited to:

Items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### General Provisions

District IT resources and communications systems are to be used for District purposes only unless otherwise permitted under applicable law.

All content maintained in District IT resources and communications systems are the property of the District. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on District electronic information and communications systems.

The District reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over District IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the District will exercise this right periodically, without prior notice and without prior consent.

The interests of the District in monitoring and intercepting data include, but are not limited to: protection of District proprietary information, and similar confidential information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, accident/fire reports, medical records, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic

data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on District IT resources and communications systems.

Do not use District IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the District will also advise law enforcement officials of any illegal conduct.

#### 6.13 Workplace Privacy and Right to Inspect

District property, including but not limited to lockers, phones, computers, tablets, desks, office, workplace areas, vehicles, or machinery, remains under the control of the District and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. You should not keep any of your valuables on District property. The District assumes no responsibility for the loss of, or damage to, your property maintained on District premises including that kept in lockers, offices, and desks.

#### 6.14 Office Supplies

The District maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies will be provided to you by the District

If you need additional items not regularly stocked, please speak to the Superintendent, Fire Supervisor or Business Manager to place a special order.

All office supplies are for District use only and should not be removed from the office for non-District use. Violations of this policy may result in disciplinary action up to and including discharge.

#### 6.15 Kitchens and Lunchrooms

Lunchrooms are available for your use. Although the District provides general custodial care, you are expected to clean up after eating. These rooms should be kept clean for the next person's use.

## 6.16 Document Retention

The District maintains a formal document retention policy and procedure, as guided by the Retention and Disposition Schedule for Local Government Records. The Superintendent, Fire Supervisor or Business Manager will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the District's policy have been satisfied. Failure to comply with the District document retention policy and procedure may result in discipline up to and including immediate termination.

## 6.17 Driver's License / Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to the Superintendent, Fire Supervisor or Business Manager immediately. Violations of this policy may result in immediate termination of your employment.

## 7.0 Benefits

### 7.1 Bereavement Leave

The District recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law or the CBA, the District will provide bereavement leave as follows:

Full-time employees are eligible for five (5) days of paid bereavement leave for the death of an immediate family member and two (2) days of paid bereavement leave for the death of a non-immediate family member.

Part-time employees are eligible for two (2) days of paid bereavement leave for the death of an immediate family member and one (1) day of paid bereavement leave for the death of a non-immediate family member. The paid days will be in proportion to the number of hours a part-time employee would be regularly scheduled to work.

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.



For purposes of this policy, *non-immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: aunt, uncle, niece, nephew, cousin.

You must provide notice of your need for bereavement leave as far in advance as possible. The District may require documentation supporting your need for bereavement leave.

## 7.2 [Intentionally Omitted.]

## 7.3 Dental Insurance

All regular full-time non-exempt employees who have completed six (6) months of employment at the District are eligible for the District dental plan. Exempt employees are eligible for immediate dental coverage.

Employees who are members of the CSEA shall have their programs administered by the CSEA Employee Benefit fund. Employees outside of the bargaining unit (CSEA) shall have their dental program administered by the program recognized by the Board of Commissioners.

Dental plan benefits are described in detail in the Summary Plan Description (SPD).

## 7.4 Employee Assistance Program (EAP)

The District provides confidential assistance through its employee assistance program (EAP) to all eligible employees (and their spouse/domestic partner, and dependents to age 26). The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the District.

In certain circumstances, you may be referred to the EAP by your Supervisor due to job performance issues.

To access the NexGen EAP benefits you can either log in to the EAP via [www.nexgeneap.com](http://www.nexgeneap.com), download the mobile app, or call 1-800-960-5371. When you register, the company/group ID number is 1581.



The District does not perform random alcohol or drug testing. However, an employee of the District will be required to submit to an immediate drug and/or alcohol test if there is reasonable suspicion an employee is under the influence of alcohol or drugs during working hours when acting within the scope and course of employment. If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to the District.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider as noted above,

#### 7.5 Employer-Sponsored Disability Benefits

The District offers the following employer-sponsored disability insurance benefits to employees when they are unable to work due to non-work-related disabilities.

##### Eligibility

All full-time/part-time/seasonal employees are eligible for employer-sponsored Short-Term Disability insurance benefits.

##### Short-Term Disability Insurance

Short-Term Disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.

The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact the Business Manager for a copy of the plan provisions, required forms, and additional information about these benefits.

#### 7.6 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws and are not subject to certain deductions to your salary under the District's policies. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

## 7.7 Health Insurance

The District offers immediate group health insurance benefits to all eligible full-time employees. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Business Manager.

All non-exempt employees hired prior to June 20, 2017 will contribute ten percent (10%) of their monthly premium cost.

All non-exempt employees hired between June 20, 2017 and January 1, 2020 will contribute twelve percent (12%) of their monthly premium cost.

All non-exempt employees hired after on or after January 1, 2020 will contribute fifteen percent (15%) of their monthly premium cost.

Your group health benefits are paid in part by the District. The remainder of the costs are paid by you through pre-tax deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the District, unless otherwise prohibited by law.

The District's Open Enrollment period is from December 1 up to and including December 31.

An employee who desires to opt out of health insurance coverage during the open enrollment and seeks to obtain opt-out pay in consideration of same will apply to the Board of Commissioners.

Acceptance/rejection, and payment to the employee will depend on the circumstances and be governed by the Board's review and decision in each case. Employees must demonstrate similar coverage by another entity. The annual opt out compensation is two thousand five hundred dollars (\$2,500.00) per year for an employee who is not eligible for family coverage, and who elects to opt out of individual coverage, and for an employee who is eligible for family coverage and who elects to take individual coverage. The annual opt out compensation is five thousand dollars (\$5,000.00) per year for an employee who is eligible for family coverage and who elects to opt out of all health insurance through the District. Annual opt out compensation will be paid semiannually in two equal installments, in March and September of each year, through payroll, subject to all applicable withholdings. In the event of a less than full year opt out, the payment will be prorated.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the District will provide you with information about your rights to continue your benefits coverage.

## 7.8 Holidays

The District offers the following paid holidays each year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

All full-time employees are eligible for paid holidays immediately upon hire.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

Whenever the day before Christmas and the day before New Year's Day falls on a weekday (Monday through Friday), that day shall be celebrated as a full day paid holiday.

An employee who is required to work on any of the above mentioned paid holidays shall be paid time and one-half his regular pay for the work performed on such holiday, in addition to straight time pay for the holiday, or, in lieu of the additional straight time day's pay, may be given a different day off with pay.

## 7.9 Life Insurance

The District provides life insurance to all regular non-exempt full-time employees who have completed six (6) months of employment with the District. Exempt full-time employees will be entitled to coverage upon hire. You will be required to notify the Business Manager of your intended beneficiary as well as any changes to your beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

#### 7.10 Military Leave (USERRA)

The District complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Business Manager. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Business Manager.

#### 7.11 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

#### 7.12 Personal Reasons Days

The District provides employees with paid personal reasons days.

Personal reasons days can be used to address personal matters of the employee or the employee's immediate family.

##### Eligibility

All full-time union employees are eligible to receive two (2) personal reasons days immediately upon hire.

All full-time non-union employees are eligible to receive three (3) personal reasons days immediately upon hire.

##### Leave Usage and Requests for Leave

The District encourages you to use your personal reasons time. You are eligible to begin using your personal reasons time immediately after hire.

You must request personal reasons days from your Supervisor as far in advance as possible, but at least forty-eight (48) hours in advance. The District will generally grant requests for personal reasons days when possible, taking District needs into consideration. When multiple employees request the same time off, their length of employment/seniority/collective-bargaining agreement may determine priority in scheduling personal reasons day times.

You must take PTO in increments of at least four (4) hours per day.

During a Leave of Absence

The District may require you to use any unused personal reasons days during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

Carryover

Unused personal reasons days will be added to accumulated sick leave at the end of each calendar year. In addition, if an employee has not used any of their personal reasons days during a calendar year, the District will add an additional sick day to the employee's accumulated sick time

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused personal reasons days.

7.13 Floating Holiday

After completing one (1) year of employment with the District, all full-time union employees, shall be entitled to a one-day Floating Holiday. You must request use of a floating holiday from your Supervisor at least two (2) weeks in advance. Floating holidays will be limited to one employee on any one day based upon seniority.

7.14 New York State and Local Government Retirement System Defined Benefit Plan

The District provides eligible employees with a defined benefit plan administered by the Office of the State Comptroller under the New York State and Local Government Retirement System. All benefits are governed by this program

When new full-time employees are processed during their first workday, they are enrolled under the NYSLGRS. They are given a number and assigned a Tier level based upon prior service. Both the District and the employee contribute to the retirement system. Rates are based upon the employee's Tier assignment.

Seasonal and part-time employees have the option to enroll or opt-out from participating in the NYSLGRS.

This plan is intended to be used in combination with your Social Security benefits and personal resources to provide you with supplemental income upon retirement.

Additional information can be found on the NYSLRS website located at:  
<https://www.osc.state.ny.us/retire>

#### 7.15 457(b) Eligible Deferred Compensation Plan

The District provides all employees with a 457(b) Eligible Deferred Compensation Plan for additional long-term savings for your retirement. The plans available may significantly reduce both your short term and your long term tax obligations.

The District does not contribute any funds to the 457(b) Eligible Deferred Compensation Plan. If you want to enroll in the 457(b) Eligible Deferred Compensation Plan, please contact the Business Manager.

#### 7.16 Personal Leave of Absence

The District recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence not to exceed one (1) year.

##### Eligibility

All full/part-time employees employed for six (6) months are eligible to apply for an unpaid personal leave of absence.

##### Requesting Leave

Requests for unpaid personal leave must be submitted to your Supervisor in writing at least thirty (30) days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Board of Commissioners.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid. The benefits you were entitled to at the time of the leave shall, to

the extent not consumed during such leave, be returned to you upon your return from a leave of absence.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

If you are granted a personal leave of absence, the District-provided health and dental benefits will be available to you during such leave, at the same level and under the same conditions as prior to the leave, but at your cost and expense, including both the employee and employer shares of the premium (full premium). However, upon your application to the Board of Commissioners, the Board may elect, upon considering all relevant circumstances, whether to cover all or some portion of such premiums.

Before going on leave without pay, speak with your Health Benefits Advisor about continuing coverage.

You may be eligible for a waiver of your NYSHIP premium while on a leave without pay due to total disability.

If you are on unpaid personal leave and you fail to pay your premium payment upon due date you will have a thirty (30) day grace period before coverage will be cancelled for non-payment. The District will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. A further leave of absence shall not be granted unless you return to your position and serve the District continuously for six (6) months immediately preceding the subsequent leave of absence.

### Return to Work

In advance of your scheduled return date, your Supervisor will arrange for you to resume your previous position, if available. However, the District's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot guarantee our ability to reinstate you to any position after your leave. The District retains the discretion to determine the suitability of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express written permission to perform such outside work has been granted by the Board of Commissioners. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### 7.17 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work forty (40) hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at the District are for regular full-time employees only. This includes, but is not limited to, vacation, holiday pay, health insurance, and other benefits coverage.

#### 7.18 Regular Part-Time Personnel

All employees who work fewer than twenty (20) hours per week are considered part-time. Part-time employees are not eligible for District benefits unless specified otherwise in this Handbook, in the benefit plan summaries, or specifically permitted by law.

#### 7.19 Sick Pay

The District allows its regular full-time employees ten (10) sick days per year. During your first year of employment, your total sick days will be prorated based upon the month in which you begin to work for the District.

Please notify your Supervisor as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Supervisor in advance. In those situations, provide notification of your circumstances as soon as possible.

An employee who reports for work but leaves during the day for reasons of illness, the missed hours will be deducted from his sick leave allotment.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave. If pre-approved by the District, an employee can use up to three (3) current annual paid sick days for personal reasons days instead of sick leave.



An employee who has been out on sick leave three (3) or more consecutive days shall be required to submit a doctor's certificate as evidence of illness upon his return. On the submission of such certificate in any calendar year, the District will add one additional day of paid sick leave to that employee's annual entitlement for that calendar year.

An employee who is absent from work due to illness for six (6) or more consecutive days, on submission of a doctor's certificate, will have a second additional day added to such employee's paid sick leave for that year's entitlement. An employee who is hospitalized shall have two (2) additional days of annual sick leave added to such employee's annual entitlement. The potential additional annual sick leave to which an employee may prove entitled in any given year shall be as follows:

If absent for illness for:

- 3 consecutive days without hospitalization = +1
- 6 consecutive days without hospitalization = +2
- 3 consecutive days without hospitalization = +3
- 6 consecutive days without hospitalization = +4

Any employee who, at the end of a calendar year, has five (5) or more remaining unused sick days from that year's entitlement of ten (10) sick days shall have the option to add those days to such employee's accumulated sick time or be paid for them. If an employee chooses to add those unused sick days to such employee's accumulation of banked days, then the District will add one (1) additional day to the employee's sick leave bank.

Employees hired prior to June 20, 2017 are permitted to accumulate unused sick leave days up to a maximum of one hundred eighty (180) days. Employees hired on or after June 20, 2017 but prior to January 1, 2020, shall be permitted to accumulate unused sick leave days up to a maximum of one hundred twenty (120) days. Employees hired on or after January 1, 2020, shall be permitted to accumulate unused sick leave days up to a maximum of one hundred (100) days.

The District shall pay to an employee, at retirement or voluntary resignation (not termination for cause), 75% of the current value of all unused accumulated sick days at the employee's current rate of pay. The maximum amount the District will pay is one hundred eighty (180) days for employees hired prior to June 20, 2017, one hundred twenty (120) days for employees hired after June 20, 2017 through January 1, 2020, and one hundred (100) days for employees hired after January 1, 2020.

If the aggregate amount payable exceeds \$50,000, then the amount of the payment at retirement or resignation will be \$50,000. The remainder of the payment will be made on the first anniversary of the date of retirement or resignation.

## 7.20 Seasonal Personnel

Seasonal employees are hired for a specific period (May 1<sup>st</sup> – September 30<sup>th</sup>) or specific work project, based upon the guidelines set forth by Nassau County Civil Service.

Seasonal employees are not eligible for benefits unless specified otherwise in this Handbook or in the benefit plan summaries, or specifically permitted by law.

## 7.21 Unemployment Compensation Insurance

Depending upon the reasons for your separation from the District, you may be entitled to state and federal unemployment benefits.

## 7.22 Vacation

The District provides employees with paid vacation.

### Eligibility

All full-time regular employees are eligible to receive vacation time upon completing one (1) year of employment.

The amount of vacation time received each year is based on your length of service with the District. Vacation time is granted in a lump sum at the beginning of each calendar year. Additional vacation time is earned based upon length of service, as shown below:

Vacation is calculated according to the year you started working at the District:

Employees who were employed as of December 31, 2016 shall be entitled to vacation with pay based upon the length of employment computed as of their anniversary date based on the below schedule”

After 1 year -	2 weeks
After 5 years -	3 weeks
After 10 years -	4 weeks
After 25 years -	5 weeks

Employees who were employed after June 20, 2017 shall be entitled to vacation with pay based upon the length of employment computed as of their anniversary date based on the below schedule”

After 1 year -	1 weeks
After 2 years -	2 weeks
After 7 years -	3 weeks
After 15 years -	4 weeks
After 25 years -	5 weeks

Your work anniversary is based on your first date of employment with the District.

Leave Usage and Requests for Leave

You must request vacation from your Supervisor as far in advance as possible, but at least two (2) weeks in advance. The District will generally grant requests for vacation when possible, taking District needs into consideration. When multiple employees request the same time off, their length of employment may determine priority in scheduling vacation times.

You must take vacation in increments of at least four (4) hours/days.

During a Leave of Absence

The District may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue vacation during unpaid leaves of absence, or other periods of inactive service, unless vacation accrual is required by applicable federal, state, or local law.

Carryover

Unused vacation days, up to a maximum of fifteen (15) days can be carried over to the following year.

Non-exempt full-time employees also have the option to buy back up to five (5) of their unused vacation days. Exempt full-time employees have the option to buy back up to ten (10) of their unused vacation days.

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused vacation time. However, if an employee voluntarily resigns from employment position without giving the District at least one (1) week's written notice and working at least one entire week after giving such notice, the employee shall forfeit all unused vacation pay.

7.23 Vision Care Insurance

All union full-time employees who have completed six (6) months of employment at the District are eligible for vision care plan benefits through the CSEA dental/vision policy.

All full-time non-union employees and any part-time non-union employees who have completed five (5) consecutive years of employment with the District and meet certain requirements will receive vision care benefits under the "Non-Union Employees Corrective Lens and Miscellaneous Health Care Expense Reimbursement Policy." For more information on this policy please see Board of Commissioner resolutions: Water #W222-22, Fire #F208-22.

#### 7.24 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides coverage for certain medical treatment and expenses, occupational disability leave, and rehabilitation services, as certain lost wages due to work related injuries. If you are injured on the job while working at the District, then you must report the incident immediately to your Supervisor. Under applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To be eligible to receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

#### 7.25 Tuition Reimbursement

An employee who wishes to enroll in a job-related course may be eligible to receive tuition reimbursement from the District, up to a maximum of five hundred (\$500) dollars per year.

To be eligible for reimbursement the employee must obtain advance approval from the Board of Commissioners. The Board will determine if the training will benefit the District. If the Board of Commissioners approves reimbursement for the training cost, the employee must present evidence of payment, and completion of the course, and, if applicable, a passing grade.

#### 7.25 Catastrophic Illness or Injury

On occasion, a full-time (union or non-union) employee may suffer a catastrophic injury or illness which causes the employee to exhaust available paid time off (sick days, vacation days, etc.). The District will allow full-time (union and non-union) employees who so elect to donate accrued but unused paid time off (including banked time as well as current year's allotment) to the sick/injured employee.

The Board of Commissioners, upon application by both the donating employee(s) and the sick/injured employee, may allow the transfer of all or a portion of the accrued but unused paid time off proposed for transfer. Upon approval of any such contribution, the donating employee's paid time off shall be reduced by what that employee donates, and the sick/injured employee shall be entitled to use same as if that sick/injured employee had earned same.

No sick/injured employee shall be deemed to accrue comp time, or paid time off during any period of time that the sick/injured employee is consuming paid time off donated by another employee.

## 8.0 Safety and Loss Prevention

### 8.1 Drug and Alcohol Policy

The District is committed to providing a safe, healthy, and productive work environment. Therefore, the District seeks to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

#### Prohibited Conduct

The District expressly prohibits employees from engaging in the following activities when they are on duty or conducting District business or on District premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The District does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the District Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your lawful use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, provided that such use does not impair your job performance or safety or the safety of others. Inform your Supervisor if you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, and you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

The District does not currently authorize random alcohol or drug testing. However, a District employee will be required to submit to an immediate alcohol and/or drug test where reasonable suspicion exists that the employee is under the influence of alcohol and/or drugs during working hours when acting within the scope and course of employment. Positive results from a drug test which are confirmed by a second test shall result in the involved employee either accepting up to a maximum of five (5) days suspension without pay or being subject to discipline under Civil Service Law Section 75 or the CBA, as applicable.

## Employer-Sponsored Events

From time to time, the District may sponsor social or other events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

## Treatment and/or Rehabilitation

The District may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, your continued employment may depend upon concerns regarding safety, health, production, communication, or other work-related matters being adequately addressed. The District may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## 8.2 General Safety

It is the responsibility of all District employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow District health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The District also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

## 8.3 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of the District, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The District has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that

communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on District property or while performing District business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your Supervisor in accordance with this policy, any behavior that you believe compromises the District's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, to the extent reasonably appropriate. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for reporting, based on a reasonable belief, a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or the Business Manager.



## 8.4 District Vehicles

Operators of District vehicles are responsible for the safe operation and cleanliness of the vehicle.

District vehicles are to be only used for work-related travel and may not be used outside the District without the knowledge and permission of the Board of Commissioners, District Superintendent, Fire Supervisor or Business Manager.

District vehicles are to be operated by District employees only. Employees may only operate vehicles for which they are properly licensed.

Accidents involving a District vehicle must be reported to the Superintendent, Fire Supervisor or Business Manager immediately.

Smoking is prohibited in District vehicles.

The use of seat belts is mandatory for operators and passengers of District vehicles, as well as following all New York State and local laws regarding vehicle operation.

District employees who have been allowed, by the Board of Commissioners, Superintendent, Fire Supervisor or Business Manager to use District vehicles after normal work hours, and who use these vehicles for personal business in the course of their management responsibilities or stand-by duty status, will pay the value of personal use of the District vehicle as reflected in the employee's W-2, in accordance with IRS rules.

## 9.0 Trade Secrets and Inventions

### 9.1 Confidentiality and Nondisclosure of Confidential Information and Personal Data

As a condition of employment, District employees are required to protect the confidentiality of the District's confidential information, including all personally identifiable information and data (e.g., accident/fire reports, medical information, etc.) related to the District. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management and/or the Board of Commissioners.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy, you are required to inform your Supervisor or the Business Manager.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.



## 9.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to the District, is a "work for hire" and is the property of the District.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the District, you are required to obtain a written waiver of this policy, signed by both you and the Board of Commissioners.

## 10.0 Retirement Benefits

### 10.1 Payment For Unused Time Off

The District shall pay to an employee who retires or whose employment terminates in good standing 100% of their then-available unused vacation time as well as 75% of their unused sick time. This payment will be made at the employee's rate of pay at the time of separation.

If the aggregate amount payable to such employee exceeds \$50,000 then the amount paid at separation shall equal \$50,000 and the portion of the aggregate more than \$50,000 shall be payable on the first anniversary of the date of separation.

The maximum amount of sick days the District will pay is one hundred eighty (180) days for employees hired prior to June 20, 2017, one hundred twenty (120) days for employees hired after June 20, 2017 through January 1, 2020, and one hundred (100) days for employees hired after January 1, 2020.

### 10.2 Medical Insurance

DISTRICT POLICY ADOPTED AND APPROVED EFFECTIVE JANUARY 17, 2023 – Does not affect any persons who, prior to JANUARY 17, 2023, have retired from either District and who, as of JANUARY 17, 2023, are entitled, or whose spouses or eligible dependents currently are entitled, to health benefit coverage through the District (hereinafter, "Prior Retirees") \*\*\*

All full-time employees who have completed ten (10) years of continuous employment with the District and any officer of the District who has completed nine (9) years of continuous employment with the District will vest in the right to receive fully covered medical insurance at retirement age, as determined by the plan. For full-time employees who are not covered by a collective bargaining agreement, and who retire from the District with at least five (5) years of continuous employment with the District, the requirement of ten (10) years of continuous employment with the District shall be deemed satisfied if he or she has been employed by the District and any other Participating Agency in NYSHIP for an aggregate of at least ten (10) years.

Any covered retiree who, at the time of his or her retirement from the District has not yet met the eligibility requirements of the NYS&LGRS, and elects to continue coverage as a

Covered Retiree hereunder must pay all premium cost of Coverage in Retirement from the date of retirement from the District through such time as such Covered Retiree satisfies all applicable NYS&LGRS eligibility requirements.

The District and the Covered Retiree who is neither a Management Employee nor an Official will contribute to the premium cost of the Coverage in Retirement in accordance with the collective bargaining agreement to which the District is a party at the time such Covered Retiree retires from employment with the District.

The District and the Covered Retiree who is either a Management Employee or an Official will contribute to the premium cost of the Coverage in Retirement in the same percentage that he or she is contributing at the time of such Covered Retiree's retirement from the District.

Any Covered Retiree who, after retiring from the District, attains eligibility for "NYSHIP" coverage in retirement through a new employer will cease to be eligible for Coverage in Retirement through the District.

In the event that a Covered Retiree has a surviving spouse and/or dependent who is enrolled for Coverage in Retirement through the District at the time of the Covered Retiree's death, the District shall be responsible for 75% of the Coverage in Retirement premiums to continue coverage for such surviving spouse and/or dependent(s) while they remain eligible for Coverage in Retirement as a surviving spouse or dependent of the deceased Covered Retiree. The surviving spouse and/or dependent(s) must reimburse the District for the remaining 25% (the "Surviving Spouse Premium Contribution").

### 10.3 Medicare

When the Covered Retiree and /or their spouse becomes eligible for Medicare the District will reimburse to the Covered Retiree and/ or their spouse an amount equal to the amount of the Medicare premium deducted from the Covered Retiree's Social Security payments. If the Medicare premium is deducted from the Social Security payment issued to the surviving spouse of a Covered Retiree, the District will reimburse same by reducing the Surviving Spouse Premium Contribution on a dollar for dollar basis. If the Surviving Spouse Premium Contribution exceeds the Medicare reimbursement, then the surviving spouse shall reimburse the difference to the District. If the Surviving Spouse Premium Contribution is less than the Medicare reimbursement, then the surviving spouse shall not be entitled to the difference from the District.

### 10.4 Life Insurance

Upon separation or retirement, coverage under the District's life insurance policy will terminate. The employee will have the option to elect to continue coverage and pay 100% of the premium for life insurance. Questions regarding the cost and benefits of the life insurance company can be directed to the District's insurance broker, Marc Salerno, msalerno@salernoins.com (516) 364-4044 X 217.

#### 10.5 Dental and Vision Insurance – Full-Time Union Employees

Upon separation or retirement, coverage under the District’s dental and optical insurance policy will terminate for all full-time union employees. The retiree will have the option to elect to continue coverage and pay 100% of the premium for dental and optical insurance through the CSEA.

#### 10.6 Dental and Vision Insurance – Exempt and Full-Time Non-Union Employees

DISTRICT POLICY ADOPTED AND APPROVED EFFECTIVE JANUARY 17, 2023 –

Does not affect any persons who retired prior to January 1, 2022 or any persons who as of January 1, 2022, are entitled, or whose spouses or eligible dependents are then entitled, to dental and/or optical benefit coverage through the District (hereinafter, “Prior Retirees”).\*\*\*

Upon retirement or separation from employment, coverage under the District’s dental insurance policy will terminate. An employee can elect to continue coverage under COBRA and pay 100% of the dental insurance premium.

For any Full time employees who have completed ten (10) years of continuous employment by the District, or officers who have completed nine (9) years of continuous employment by the District, the District will provide dental and optical coverage for the retired employee and their spouse, and dependent children under the age of twenty-six (26) who reside with the retiree as follows:

- The District will reimburse documented dental expenses up to a maximum of \$2,000 per individual. However if the retiree has more than one covered dependent the maximum aggregate annual reimbursement to the retiree and their covered dependents will be limited to \$5,000.
- The District will reimburse documented optical expenses up to a maximum of \$1,600 for the retired employee and their covered dependents.

Upon the death of the retired employee, the surviving spouse will not be entitled to the dental and optical coverage

## New York Policies

### Hiring and Orientation Policies

#### Disability Accommodation

The District complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the District will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the District or its operations.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the District will engage with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, the District may need your permission to obtain additional information from your medical provider. All medical information received by the District in connection with a request for accommodation will be treated as confidential.

The District encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District or its operations.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The District will not discriminate or retaliate against employees for requesting an accommodation.

## EEO Statement and Non-Harassment Policy

### Equal Employment Opportunity Policy

The District is committed to complying with all federal, state, and local equal employment laws. To that end, the District is dedicated to maintaining a work environment that is free from harassment and discrimination on the basis of age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. The District is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

The District will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The District will take appropriate corrective action, if and where warranted. The District prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

### Policy Against Workplace Harassment

The District has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

The District is committed to maintaining a workplace free from sexual harassment, which is unlawful and subjects the District to liability. The District prohibits any form of sexual

harassment and all employees are required to work in a manner that prevents sexual harassment.

For additional information on sexual harassment, including how to file a claim, see the Sexual Harassment Policy.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your Supervisor or any member of management.

The District prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

The District will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, the District will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the District determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the District may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

Alternative Reporting and Remedies

The District encourages employees to report incidents of discrimination and harassment internally. However, employees who believe they have been subjected to discrimination or harassment in the workplace may file a private civil action or seek relief by either:

- Filing a complaint alleging violation of the New York State Human Rights law with the Division of Human Rights, or in the New York State Supreme Court; or
- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal antidiscrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).

To file a complaint, contact the appropriate agency below.

Contact Information

New York Division of Human Rights

One Fordham Plaza, Fourth Floor

Bronx, New York, NY 10458

718-741-8400

[www.dhr.ny.gov](http://www.dhr.ny.gov)

1-800-HARASS-3 (1-800-427-2773): Toll-free, confidential hotline for complaints of workplace sexual harassment

Equal Employment Opportunity Commission (EEOC)

800-669-4000

TTY: 800-669-6820

info@eeoc.gov

www.eeoc.gov



Local jurisdictions may have additional protections against discrimination and harassment. For example, workers in New York City may file complaints of discrimination or harassment with the New York City Commission on Human Rights at:

Law Enforcement Bureau

Commission on Human Rights

40 Rector Street, 10th Floor

New York, NY 10006

212-306-7450

[www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml)

If the discrimination or harassment involves criminal activity, contact local police.

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages including but not limited to back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100 percent of the award for damages.

Any act of retaliation against New York employees for exercising any rights granted under this policy may subject the District to separate civil penalties. For the purposes of this policy, *retaliation* or *retaliatory personnel action* means discharging, suspending, demoting, or otherwise penalizing employees for:

- Making or threatening to make a complaint to the District, a coworker, or to a public body, that rights guaranteed under this policy have been violated;
- Causing to be instituted any proceeding under or related to this policy; or
- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the District.

#### Religious Accommodation

The District is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the District dress code or the individual's schedule, basic job duties, or other aspects of employment. The District will consider the request, but reserves the right to offer its own accommodation to the extent permitted by



law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the District question the validity of a person's belief.

If you require a religious accommodation, speak with your Supervisor.

## Sexual Harassment Prevention

### Introduction

The District is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. Sexual harassment is unlawful and subjects the District to liability. The District prohibits any form of sexual harassment and all employees are required to work in a manner that prevents sexual harassment in the workplace. This policy is one component of our commitment to a harassment-free and discrimination-free work environment.

You have the right to a workplace free from sexual harassment and can enforce this right by filing a complaint internally with the District, with an administrative agency, or in a federal, state, or local court (if applicable).

### Policy

- **Application.** This policy applies to all employees, applicants for employment, interns (paid or unpaid), and "non-employees," regardless of immigration status. A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services pursuant to a contract with the District. Protected non-employees 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 pursuant to a contract with the employer.
- **Sexual Harassment Prohibited.** Sexual harassment is prohibited. Sexual harassment is a form of misconduct and will not be tolerated. All employees or other individuals covered under this policy who engage in sexual harassment will be subject to disciplinary action up to and including termination.
- **Retaliation Prohibited.** The District will not take an adverse employment action against any person covered by this policy who in good faith reports an incident of sexual harassment, provides information about an incident of sexual harassment, or otherwise assists in an investigation of a sexual harassment complaint. The District will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Anyone who retaliates against another individual involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, interns, or non-employees in the workplace who believe they have been subjected to such

retaliation should inform their Supervisor or any manager. All employees, paid or unpaid interns, or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below.

- Liability for Sexual Harassment. Sexual harassment is offensive, is a violation of the District's policy, is unlawful, and subjects the District to liability to victims of sexual harassment. Sexual harassers may also be individually subject to liability. Any individual, including management, who engages in sexual harassment or who allows such behavior to continue, will be penalized for such misconduct.
- Investigation of Sexual Harassment Claims. The District will conduct a timely investigation when management receives a complaint about possible sexual harassment or otherwise knows of possible sexual harassment occurring. The District will keep the investigation confidential to the extent possible. The District will take corrective action when sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any investigation of sexual harassment.
- Reporting Sexual Harassment. All employees and any other individuals covered by this policy are encouraged to report any behavior or conduct that violates the District's sexual harassment policy. A complaint form is provided below.
- Reporting for Managers and Supervisors. Managers and supervisors are required to report any sexual harassment complaint that they receive and any sexual harassment that they observe to the Board of Commissioners.

#### Definition of Sexual Harassment

Sexual harassment is a form of sex 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 unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Sexual harassment includes unwelcome conduct that is either of a sexual nature or that is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, that cause the recipient discomfort or humiliation, or that interfere with the recipient's job performance.

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

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 called "quid pro quo" harassment.

Sexual harassment can occur between any individuals, regardless of their sex or gender.

Although it is not possible to identify every act that constitutes sexual harassment, the following are some examples:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body; or
  - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances, requests, or propositions, such as:
  - Requests for dates after being informed that interest is unwelcome;
  - Offers of employment benefits such as promotions, favorable evaluations, favorable duties, or shifts in exchange for sexual favors;
  - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments; or
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality, sexual experience, sexual behavior, or physical appearance, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should look or act.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying emails, pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or

pornographic (this includes sexual displays on workplace computers or cell phones and sharing these displays while in the workplace).

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, 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; or
  - Bullying, yelling, or name-calling.

### Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (for example, threats of physical violence outside of work hours).

The District prohibits retaliation against an employee who engages in "protected activity," which occurs when an employee has:

- Filed a formal complaint of sexual harassment either internally with the District or externally with an administrative agency or a court of law;
- Testified or assisted in an administrative or court proceeding involving sexual harassment;
- Opposed sexual harassment by making a verbal or informal complaint to management or by informing a supervisor or manager of harassment;
- Complained that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

The District anti-retaliation provision is not intended to protect persons making intentionally false charges of sexual harassment.

### Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The District cannot prevent or remedy sexual harassment unless we know about it. Reports of sexual harassment may be made verbally or in writing. If you believe you have been subjected to sexual harassment, or if you witness or become aware of potential instances of sexual harassment, complete a complaint form (at the end of this policy) and submit it to your Supervisor. If you are reporting sexual harassment on behalf of other employees, use the complaint form in this policy and note you are reporting on another's behalf.

### Supervisory Responsibilities

Supervisors and managers who receive a sexual harassment complaint or who observe sexual harassment are required to report that complaint or observation to the Board of Commissioners, Supervisors, and managers who knowingly allow sexual harassment to occur and fail to report the sexual harassment will be subject to disciplinary action up to

and including termination.

Supervisors and managers will also be subject to discipline for engaging in retaliation against anyone who reports sexual harassment.

### Investigation of Sexual Harassment Complaints

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt and thorough, will commence immediately, and will be completed as quickly as possible. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any individual may be required to cooperate as needed in an investigation of suspected sexual harassment. The District will not tolerate retaliation against employees who file complaints, support another's complaint, or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations will generally include the following steps:

- Upon receipt of complaint, the Board of Commissioners will conduct an immediate review of the allegations and take any interim actions (such as instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, you will be encouraged to complete the Complaint Form in writing. If you refuse, the District may prepare a Complaint Form based on the verbal reporting.
- If documents, emails, or phone records are relevant to the investigation, the District will take steps to obtain and preserve them.
- The District will request and review all relevant documents, including all electronic communications.
- The District will interview all parties involved, including any relevant witnesses.
- The District will create a written documentation of the investigation (such as a letter, memo, or email) containing the following:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).

- The District will keep the written documentation and associated documents in a secure and confidential location.
- The District will promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- The District will inform the individual 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 the District but also by federal, state, and local law. In addition to our internal process, employees may choose to pursue legal remedies with the administrative agencies listed next.

#### Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal antidiscrimination laws. Complaints can be filed with the EEOC within 300 days of the 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 and will issue a "right to sue" letter permitting you to file a complaint in federal court. Federal courts may award you remedies if discrimination is found to have occurred, including back pay, front pay, and compensatory and punitive damages. The EEOC does not award relief but may take other action including pursuing cases in federal court on behalf of complaining parties.

If you believe you have been discriminated against, file a "charge of discrimination" with the EEOC. The EEOC has an office at 33 Whitehall Street, 5th Floor, New York, NY 10004. You can also contact the EEOC by phone (1-800-669-4000) or email (info@eeoc.gov). The EEOC's website is www.eeoc.gov.

#### New York State Division of Human Rights (NYSDHR)

The New York State Human Rights Law (NYSHRL) prohibits sexual harassment against employees, interns (paid or unpaid), and "non-employees," a category that includes contractors, subcontractors, vendors, consultants, and any other person who provides services under a contract. You can file a sexual harassment complaint under the NYSHRL with the NYSDHR or in New York State court.

Complaints with the NYSDHR may be filed within one year of the sexual harassment. If you did not file at the NYSDHR, you can sue directly in state court under the NYSHRL within three years of the alleged harassment.

You may not file with the NYSDHR if you have already filed a NYSHRL complaint in state court. If you filed an administrative complaint with the NYSDHR, the NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Complaining internally to the District does not extend your time to file with the



NYSDHR or in state court. The one year or three years is counted from the date of the most recent sexual harassment incident.

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

The NYSDHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are sent to a public hearing before an administrative law judge. If discrimination is found after a hearing, the NYSDHR has the power to award relief. Under the NYSHRL, courts may award back pay, front pay, compensatory damages, a civil monetary penalty, and attorney's fees.

The NYSDHR's main office is at One Fordham Plaza, Fourth Floor, Bronx, NY 10458. You can also contact the NYSDHR by phone (1-888-392-3644) or email ([info@dhr.ny.gov](mailto:info@dhr.ny.gov)). The NYSDHR's website is [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint). The website has a complaint form that can be downloaded, filled out, notarized, and mailed to the NYSDHR. The website also contains contact information for the NYSDHR's regional offices. You may also file a complaint on the NYSDHR's toll-free, confidential hotline at 1-800-HARASS-3 (1-800-427-2773).

### New York City Commission on Human Rights (NYCCHR)

The New York City Human Rights Law (NYCHRL) prohibits sexual harassment against employees in New York City. You can file a complaint of sexual harassment under the NYCHRL with the New York City Commission on Human Rights (NYCCHR) or in New York State court. You must file your complaint with the NYCCHR or in state court within three years of the alleged harassment. Under the NYCHRL, courts may award back pay, front pay, compensatory and punitive damages, and attorney's fees, expert fees, and costs.

The NYCCHR's main office is at 40 Rector Street, 10th Floor, New York, NY 10006. Contact the NYCCHR by phone (718-722-3131), or by website: [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

### Other Localities

Other localities may have their own laws protecting individuals from sexual harassment. Contact the county, city, or town in which you live to find out if such a law exists. If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

## Wage and Hour Policies

### Accommodations for Nursing Mothers

The District will provide nursing mothers at least 20 minutes unpaid break time once every three hours to express milk for their infant child(ren) for up to three years following the child's birth.

If you are nursing, the District will make reasonable efforts to provide you a private room, other than a restroom, to express milk. The room will be clearly designated, in close proximity to work area, contain a chair and small table or other flat surface, and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in the District's refrigerator. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

### Meal Periods

The District strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal periods. Under New York law:

- Workers employed in, or in connection with, a factory are entitled to a 60-minute unpaid meal period between 11 a.m. and 2 p.m., and a 60-minute unpaid meal period midway between the beginning and end of any shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- Non-factory workers are entitled to a 30-minute unpaid meal period between 11 a.m. and 2 p.m. for shifts six hours or longer that extend over that period, and a 45-minute unpaid meal period midway between the beginning and end of a shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- All workers are entitled to an additional 20-minute unpaid meal period between 5 p.m. and 7 p.m. for workdays that extend from before 11 a.m. to after 7 p.m.

Applicable law also provides that the District may limit meal periods to a minimum of 30 minutes as long as there is no indication of hardship to the employees.

The District's policy is day shift employees are scheduled to take a thirty (30) minute unpaid lunch break at approximately noontime. Night shift employees, scheduled to work from 3:00 PM to 12:00 AM may take a one (1) hour unpaid lunch break at approximately 8:30 PM.

You will not be required to work during your meal period unless otherwise permitted under applicable law.

Check with your Supervisor regarding procedures and schedules for meal periods.



The District requests that employees accurately observe and record meal periods. If you know in advance that you may not be able to take your scheduled meal period or are not fully relieved of all duties, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to take or were prohibited from taking a meal period.

#### Overtime

If you are non-exempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times the District may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### Pay Period

The District, the standard pay period is biweekly. Pay dates are every other Friday. If a pay date falls on a bank holiday, you will be paid on the preceding workday.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

#### Travel Time Pay

Some non-exempt positions within the District require travel. The District pays non-exempt employees for travel time in accordance with federal and state law.

#### Wage Disclosure Protection

In accordance with New York law, the District will not prohibit you from inquiring about, discussing, or disclosing your wages or the wages of other employees.

The District prohibits an employee from discussing or disclosing the wages of another employee without that employee's prior permission.

If you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is:

- In response to a formal charge or complaint; or
- In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by the District).

This policy does not require you to disclose your wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to your Supervisor.

Failure to adhere to this policy may lead to corrective action including, but not limited to, termination.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act, or any collective-bargaining agreement.

## Performance, Discipline, Layoff, and Termination

### Disciplinary Process

Violation of the District's policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The District encourages a system of progressive discipline depending on the type of prohibited conduct. However, the District is not required to engage in progressive discipline and may discipline or terminate employees who violates the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the District is concerned with consistent enforcement of our policies, we are not obligated in all instances to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### General Policies

#### Access to Personnel and Medical Records Files

The District maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any work-related

records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management or those in a role that has a business need for the records may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the District reasonable notice. Inspection must occur in the presence of a District representative.

All requests by an outside party for information contained in your personnel file will be directed to the Records Management Department which is the only department authorized to give out such information.

## Benefits

### Accommodations for Victims of Domestic Violence

The District will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time, unless such accommodation would cause an undue hardship on the District.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;
- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

*A victim of domestic violence* is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

### Notice

You must provide reasonable advance notice of your intention to take time off for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs,

you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator of the domestic violence;
- Other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you or your child underwent counseling or treatment for physical or mental injuries or abuse resulting from the domestic violence.

### Confidentiality

The District will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

### Compensation

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

### Retaliation

The District will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

### COVID-19 Sick Leave

If you are, or your minor child is, subject to an individual order of mandatory or precautionary quarantine or isolation issued by New York State, the New York State Department of Health, local board of health, or any other government entity authorized to issue such order due to COVID-19 (Individual Quarantine Order), you may be eligible for paid and/or unpaid leave in addition to paid family leave benefits (PFLB) and disability benefits (DB).

### Program Specifics

For the duration of the Individual Quarantine Order, the District is required to provide you with five days of paid sick leave. After those days are used, you may be eligible for compensation for the remainder of the Individual Quarantine Order by applying for PFLB and DB.

Leave will be provided without the loss of any accrued sick leave.

### Eligibility

You are not eligible for leave if you are deemed asymptomatic or have not yet been diagnosed with a medical condition and are physically able to work remotely or through other means while under an Individual Quarantine Order.

If you have returned to the United States after non-business-related travel to a country from which the Centers for Disease Control and Prevention (CDC) has issued a level two or three travel health notice, you are not eligible for these benefits if you were provided notice of the travel advisory, were warned that you would not be eligible for such benefits if you elected to travel to such countries, and chose to travel anyway. All employees in this category are entitled to use any accrued leave provided by the District. If you do not have any accrued leave, you may use unpaid leave for the duration of the quarantine or isolation.

### Restoration

Upon return from leave, you will be restored to the same position you held prior to the leave with the same pay and other terms and conditions of your employment.

### How to Apply for Benefits

Information on how to apply for DB and/or PFLB when you are under an Individual Quarantine Order is available at <https://paidfamilyleave.ny.gov/if-you-are-quarantined-yourself#how-to-apply>.

### Business Closure

If the District temporarily closes or goes out of business due to COVID-19, you may not be eligible for the above benefits and should immediately apply for unemployment insurance. The unemployment insurance benefits one-week waiting period has been waived. Information on how to file a claim can be obtained at <https://labor.ny.gov/unemploymentassistance.shtm>.

### Discrimination and Retaliation

The District will not discriminate or retaliate against employees who take leave in accordance with this policy.

### COVID-19 Vaccination Leave

The District will provide all employees sufficient paid leave to obtain a COVID-19 vaccination. *Sufficient paid leave* means up to four hours per vaccine injection.

If the need for leave is foreseeable, provide as much advance notice as possible and make reasonable efforts to schedule the leave so that it does not unduly disrupt District operations. If unforeseeable, provide notice as soon as practical.

You will be compensated at your regular rate of pay for the time missed from work. The leave will not be charged against any other leave benefit to which you are entitled,

including sick leave.

The District will not retaliate against employees who request or take leave in accordance with this policy.

This policy expires on December 31, 2023.

#### Crime Victim and Witness Leave

The District will provide eligible employees with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy:

- *Good Samaritan* means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- *Victim's representative* means a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your Supervisor as soon as possible and at least one day before taking leave to make scheduling arrangements. The District reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

The District will not retaliate against employees who request or take leave in accordance with this policy.

## Disability Benefits

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or pregnancy-related disability, you may be eligible for disability benefits. Disability benefits provide up to 26 weeks of partial wage replacement benefits during any 52-consecutive-week period. Benefits are payable beginning on the eighth consecutive day of disability.

The cost of your disability insurance coverage is shared between you and the District through payroll deductions.

If you have been disabled for more than seven days, the District will provide you with a Form DB-271S, *Statement of Rights*, within five days of learning that you are disabled. The *Statement of Rights* provides information on how to file a claim for benefits. You must file a claim within the first 30 days of your disability or all or part of your claim may be rejected. You must be under the care of a physician, chiropractor, podiatrist, psychologist, dentist, or certified nurse midwife to qualify for disability benefits.

Disability benefits are a wage replacement benefit, not a protected leave benefit. If you are temporarily disabled, you may be eligible for job-protected leave under the federal Family and Medical Leave Act or other state or local law.

To learn more about the New York Disability Benefits law, including eligibility requirements and benefits, or to obtain a claim form (Form DB-450), contact the New York State Workers' Compensation Board ([www.wcb.ny.gov](http://www.wcb.ny.gov)).

## Jury Duty Leave

The District encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor upon receipt of the summons to make scheduling arrangements.

Employees summoned for jury duty will receive paid leave for their days of service in a federal, state, or local court.

The District reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The District expects you to return to your job if you are excused from jury duty during your regular working hours.

The District will not retaliate against employees who request or take leave in accordance with this policy.

## Paid Sick Leave

The District paid sick leave policy for eligible employees is in accordance with New York law.

### Eligibility

All full-time employees are eligible for sick leave.

### Reasons for Leave

Sick leave may be used for the following purposes:

- For your own or a family member's mental or physical illness, injury, or health condition regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that you request leave;
- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition or need for medical diagnosis or preventive care; or
- For your absence from work when you or your family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking and you need to:
  - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
  - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase your safety or the safety of your family members;
  - Meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
  - File a complaint or domestic incident report with law enforcement;
  - Meet with a district attorney's office;
  - Enroll children in a new school; or
  - Take any other actions necessary to ensure your or a family member's health or safety or to protect those who associate or work with you.

If you are responsible for the domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

*Family member* means:

- Your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; or
- The child or parent of your spouse or domestic partner.

*Parent* means:

- Your biological, foster, step- or adoptive parent; or
- A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child.



*Child* means:

- Your biological, adopted, or foster child;
- A legal ward; or
- A child for which you stand in loco parentis.

#### Amount of Leave and Usage

Eligible employees will be provided ten (10) days of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is the calendar year. If you started employment after the beginning of the leave year, you will be provided a corresponding amount of sick leave as required by law.

Please see the Sick Pay Section 7.18 of this handbook for more details.

#### Compensation

You will be paid at your regular rate of pay or the applicable minimum wage, whichever is greater.

#### Notice

If the need for leave is foreseeable, you must provide reasonable notice of your need for leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

#### Confidentiality

Details surrounding your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace. You will not be required to disclose the nature of any medical condition or of any domestic violence/sexual offense matter necessitating the need for leave.

#### Recordkeeping

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year. This information will be provided within three business days.

#### Payment Upon Termination For Cause

You will not be paid for any unused sick leave as stated in the Sick Pay Section 7.18 of this policy if you are terminated for cause.

#### Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

## Voting Leave

The District encourages all employees to fulfill their civic responsibility and to vote in public elections. Most work schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four consecutive hours before or after the work shift, you will be deemed to have sufficient time outside of work hours to vote.

If you do not have sufficient time before or after work to vote, you may take enough time off at the beginning or end of your work shift to vote. Up to two hours' time off for this purpose will be provided without loss of pay.

You must request time off to vote from your Supervisor at least two working days prior to Election Day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal business operations.

The District will not retaliate or tolerate retaliation against employees who request or take leave under this policy. If you believe that you are being retaliated against because you requested or took leave under this policy, immediately report it to your Supervisor.

## Cancer Screening Leave

Section 159-b of the Civil Service Law provides male and female employees to take up to four (4) hours annually of paid leave, not charged against any other paid time off leaves, to undergo screening for cancer.

You must request time off for cancer screening from your Supervisor as far in advance as possible, but at least forty-eight (48) hours in advance of your screening. Proof of the screening is required to be submitted to the Business Manager.

## Safety and Loss Prevention

### Public Employer Health Emergency Plan

Adopted by the District June 21, 2021

### Promulgation

- This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable.
- This plan has been developed with the input of CSEA Local 1000, AFSCME, AFL-CIO as required by the amended New York State Labor Law.

- No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.
- This plan has been approved in accordance with requirements applicable to the agency, jurisdiction, authority, or district, as represented by the signature of the authorized individual below.

As the Board of Commissioners of the Manhasset-Lakeville Water and Fire Districts, we hereby attest that this plan has been developed, approved, and placed in full effect in accordance with S8617B/A10832 which amends New York State Labor Law section 27c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable, to address public health emergency planning requirements.

#### **Purpose, Scope, Situation Overview, and Assumptions**

##### **Purpose**

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable. These laws were amended by the passing of legislation S8617B/A10832 signed by the Governor of New York State on September 7, 2020, requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provision of personal protective equipment, and protocols for supporting contact tracing.

##### **Scope**

This plan was developed exclusively for and is applicable to the Manhasset-Lakeville Water and Fire Districts. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees and contractors, and the continuity of our operations that we have promulgated this plan.

##### **Situation Overview**

On March 11, 2020, the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to use CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe.

The fundamentals of reducing the spread of infection include:

- Using hand sanitizer and washing hands with soap and water frequently, including:
  - After using the restroom
  - After returning from a public outing
  - After touching/disposing of garbage
  - After using public computers, touching public tables, and countertops, etc.
- Practice social distancing when possible.
- If you are feeling ill or have a fever, notify your supervisor immediately and go home.
- If you start to experience coughing or sneezing, step away from people and food, cough or sneeze into the crook of your arm or a tissue, the latter of which should be disposed of immediately.
- Clean and disinfect workstations at the beginning, middle, and end of each shift.
- Other guidance which may be published by the CDC, the State Department of Health, or County health officials.

#### Planning Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks.

The following assumptions have been made in the development of this plan:

- The health and safety of our employees and contractors, and their families, is of utmost importance.
- The circumstances of a public health emergency may directly impact our own operations. Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety. The public and our constituency expects us to maintain a level of mission essential operations.
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them.
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in considerable delays in procurement.
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may

also be impacted due to the public health emergency, causing delays or other disruptions in their services.

- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor.
- Per S8617BjAl0832, “essential employee” is defined as a public employee or contractor that is required to be physically present at a work site to perform their job
- Per S8617B/Al0832, “non-essential employee” is defined as a public employee or contractor that is not required to be physically present at a work site to perform their job

### Concept of Operations

The Board of Commissioners of the Manhasset-Lakeville Water and Fire Districts, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the Board of Commissioners.

Upon the determination of implementing this plan, all employees and contractors of the Manhasset-Lakeville Water and Fire Districts shall be notified as appropriate by email, phone, and/ or text, with details provided as possible and necessary, with additional information and updates provided on a regular basis. Employees will be provided with pertinent updates by way of email. Appropriate public notifications will be made through the local newspaper, as arranged by the Board of Commissioners. Other interested parties, such as vendors, will be notified by phone and/or email as necessary by the Superintendents and Supervisors who will also support continued communications with the public and constituents as needed throughout the implementation of this plan.

The Board of Commissioners, their designee, or their successors will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes, as necessary.

Upon resolution of the public health emergency, the Board of Commissioners of the Manhasset-Lakeville Water and Fire Districts, their designee, or their successor will direct the resumption of normal operations or operations with modifications, as necessary.

### Mission Essential Functions

When confronting events that disrupt normal operations, the Manhasset-Lakeville Water and Fire Districts are committed to ensuring that essential functions will be continued even under the most challenging circumstances.

Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency.
2. Provide vital services.

3. Provide services required by law.
4. Sustain quality operations.
5. Uphold the core values of the Manhasset-Lakeville Water and Fire Districts.

The Manhasset-Lakeville Water and Fire Districts have identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

The mission essential functions for Water and Fire Districts have been identified as:

- Potable Water Supply – All personnel and operations required to provide a sufficient supply of safe potable water for consumption and fire protection.
- Fire Protection – All personnel and facility maintenance required to provide and maintain emergency response to fire and medical emergencies.
- Accounts Receivable – All personnel required to process water accounts receivables.
- Accounts Payable – All personnel required to meet all financial obligations to our contractors and vendors.
- House Maintenance – All personnel required to clean and disinfect office space, fire houses, garages, and employee facilities.
- Payroll/HR – All personnel required to process payroll, human resources, and LOSAP.

**Essential Positions**

Each essential function identified above requires certain positions on-site to effectively operate. The table below identifies the positions or titles that are essential to be staffed on-site for the continued operation of each essential function. Note that while some functions and associated personnel may be essential, some of these can be conducted remotely and do not need to be identified in this section.

**Essential Function Essential Positions/Titles Justification for Each**

Essential Function	Essential Position	Justification for Each
Potable Water & Fire Protection	Board of Commissioners	Water and Fire District Oversight
Potable Water Supply	Superintendent	Manages water system, employees and equipment
Potable Water Supply	Supervisor	Manages employees and equipment
Potable Water Supply	Plant Operators	Operate water systems

Potable Water Supply	Water Servicers	Repair & Maintenance of Distribution System
Fire Protection	Superintendent	Manages Fire District
Fire Protection	Supervisors	Manages employees and equipment
Fire Protection	Mechanics	Fire apparatus maintenance
Fire Protection	House Maintainers	Fire House Maintenance
Accounts Receivable	Clerk	Processes water bill payments
Accounts Payable	Clerk	Processes payments for vendors
Accounts Payable	Treasurer	Maintains general ledger
Payroll/HR	Clerk	Processes payroll
Payroll/HR	Secretary	FD Volunteer Administration & LOSAP

### Reducing Risk through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation

### Remote Work Protocols

Non-essential employees and contractors able to accomplish their functions remotely will be enabled to do so to the greatest extent possible.

Working remotely requires:

1. Identification of staff who will work remotely
2. Approval and assignment of remote work
3. Equipping staff for remote work, which may include:
  - a. Internet capable laptop
  - b. Necessary peripherals
  - c. Access to VPN and/or secure network drives
  - d. Access to software and databases necessary to perform their duties
  - e. A solution for telephone communications (note that phone lines may need to be forwarded to off-site staff), and access to mail and physical files

The Board of Commissioners, their designee, or successor shall identify staff who will work remotely. This identification may be done with the input of the Superintendents and Supervisors. The Board of Commissioners or their designee shall notify staff by phone of this change in assignment, with specific instructions as necessary to support implementation. The Board of Commissioners or their designee shall coordinate all necessary resources to provide hardware, software, and network support as necessary to



support implementation of remote work, ensuring that staff are able to access necessary files, email, and phone messages remotely.

If possible, “essential” staff may be assigned to work remotely for part of their work week to reduce exposures. Further, business hours of the District may be altered to best accommodate public health protective actions for employees and the public. Alterations to building access and the means by which the public interacts with District employees may also take place to support these protections. Protective actions may include, but are not limited to occupancy restrictions, protective barriers, and increased conduct of business by internet, phone, or other means. Protective actions will be taken in accordance with County and State Health Department, and CDC guidelines and requirements.

Note that as of the development of this original plan, remote work has been instituted in response to the Covid 19 lockdown. In addition, staggering of shifts was also used as an effective means of safely supporting continuity of operations.

#### Staggered Shifts

Implementing staggered shifts may be possible for personnel performing duties which are necessary to be performed on-site but perhaps less sensitive to being accomplished only within core business hours. As possible, management will identify opportunities for staff to work outside core business hours as a strategy of limiting exposure. Regardless of changes in start and end times of shifts, the Manhasset-Lakeville Water District will ensure that employees are provided with their typical or contracted minimum work hours per week.

Staggering shifts requires:

1. Identification of positions for which work hours will be staggered.
2. Approval and assignment of changed work hours.

The Board of Commissioners or their designee will identify staff and coordinate schedules for staggered shifts.

#### Personal Protective Equipment

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE which may be needed can include:

- Masks
- Face shields
- Gloves
- Disposable gowns and aprons

Note that while cleaning supplies are not categorized as PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic demonstrated that supply chains were not able to keep up with increased demand for these products early in the pandemic. As such, we are including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:



1. Identification of need for PPE based upon job duties and work location
2. Procurement of PPE
  - a. As specified in the amended law, public employers must be able to provide at least two pieces of each required type of PPE to each essential employee and contractor during any given work shift for at least six months.
  - b. An ability to mitigate supply chain disruptions to meet this requirement
3. Storage of, access to, and monitoring of PPE stock
  - a. PPE must be stored in a manner which will prevent degradation
  - b. Employees and contractors must have access to PPE in the event of an emergency
  - c. The supply of PPE must be monitored to ensure integrity and to track usage rates

The Supervisors are responsible for maintaining cleaning supplies for the District and are also responsible for maintaining and distributing PPE for all District personnel. The District will make all efforts to procure PPE and cleaning supplies through established vendors, with the County Emergency Services Office identified as a back-up in the event of an inadequate supply chain.

#### Staff Exposures, Cleaning, and Disinfection

##### Staff Exposures

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC guidelines, we have established the following protocols:

- A. If employees or contractors are exposed to a known case of communicable disease that is the subject of the public health emergency (defined as a 'close contact' with someone who is confirmed infected, which is a prolonged presence within six feet with that person):
  1. Potentially exposed employees or contractors who do not have symptoms should remain at home or in a comparable setting and practice social distancing for the lesser of 14 days or other current CDC/public health guidance for the communicable disease in question.
    - a. As possible, these employees will be permitted to work remotely during this period of time if they are not ill.
    - b. Identify who, by title/position, in the organization must be notified and who is responsible for ensuring these protocols are followed
      1. See the town chain of command and emergency contact list (attached) for notification information.

2. The Board of Commissioners, Superintendents, and Supervisors will ensure protocols are followed.
  - c. See the section titled Documentation of Work Hours and Locations for additional information on contact tracing
2. CDC guidelines for COVID-19 provide that critical essential employees may be permitted to continue work following potential exposure, provided they remain symptom-free and additional precautions are taken to protect them, other employees and contractors, and our constituency/public. Current CDC/public health guidance shall be followed for other diseases.
  - a. Additional precautions will include the requirement of the subject employee or contractor, as well as others working in their proximity, to wear appropriate PPE at all times to limit the potential of transmission.
  - b. In-person interactions with the subject employee or contractor will be limited as much as possible.
  - c. Work areas in which the subject employee or contractor are present will be disinfected according to current CDC/ public health protocol at least every hour, as practical. See the section on Cleaning and Disinfection for additional information on that subject.
  - d. If at any time they exhibit symptoms, refer to item B below.
  - e. Identify who, by title/position, in the organization is the decision-maker in these circumstances and who is responsible for ensuring these protocols are followed
    1. The Board of Commissioners will make decisions in this regard
    2. The Superintendents and Supervisors will ensure protocols are followed.
- B. If an employee or contractor exhibits symptoms of the communicable disease that is the subject of the public health emergency:
  1. Employees and contractors who exhibit symptoms in the workplace should be immediately separated from other employees, customers, and visitors. They should immediately be sent home with a recommendation to contact their physician.
  2. Employees and contractors who exhibit symptoms outside of work should notify their supervisor and stay home, with a recommendation to contact their physician.

3. Employees should not return to work until they have met the criteria to discontinue home isolation per CDC/public health guidance and have consulted with a healthcare provider.
  4. The Manhasset-Lakeville Water District will not require sick employees to provide a negative test result for the disease in question or healthcare provider's note to validate their illness, qualify for sick leave, or return to work, unless there is a recommendation from the CDC/public health officials to do so.
  5. CDC criteria for COVID-19 provides that persons exhibiting symptoms may return to work if at least 10 days have passed since symptom onset, and at least 24 hours have passed since the resolution of the last instance of fever without the use of fever-reducing medications, and other symptoms have improved. If the disease in question is other than COVID-19, CDC and other public guidance shall be referenced. CDC/public health guidelines for the current disease in question shall be followed.
  6. Identify who, by title/position, in the organization must be informed in these circumstances and who is responsible for ensuring these protocols are followed.
    - a. The Superintendents and Supervisors will ensure protocols are followed and that any additional personnel are notified.
- C. If an employee or contractor has tested positive for the communicable disease that is the subject of the public health emergency:
1. Apply the steps identified in item B, above, as applicable.
  2. Areas occupied for prolonged periods of time by the subject employee or contractor will be closed off.
    - a. CDC guidance for COVID-19 indicates that a period of 24 hours is ideally given before cleaning, disinfecting, and reoccupation of those spaces will take place. If this time period is not possible, a period of as long as possible will be given. CDC/public health guidance for the disease in question will be followed.
    - b. Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately.
    - c. See the section on Cleaning and Disinfection for additional information on that subject.

3. Identification of potential employee and contractor exposures will be conducted
  - a. If an employee or contractor is confirmed to have the disease in question, the Board of Commissioners or their designee should inform all contacts of their possible exposure. Confidentiality shall be maintained as required by the Americans with Disabilities Act (ADA).
  - b. Apply the steps identified in item A, above, as applicable, for all potentially exposed personnel.
4. Identify who, by title/position, in the organization must be notified in these circumstances and who is responsible for ensuring these protocols are followed
  - a. The Superintendents and Supervisors will ensure protocols are followed and that any additional personnel are notified.

We recognize there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. We will follow CDC/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

### **Cleaning and Disinfecting**

CDC/public health guidelines will be followed for cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

1. As possible, employees and contractors will clean their own workspaces in the beginning, middle, and end of their shifts, at a minimum.
  - a. High traffic/high touch areas and areas which are accessible to the public/constituents will be disinfected at least hourly.
  - b. Identify who, by position/title, is responsible for cleaning common areas, and the frequency of such
    - I. All town employees will clean their work areas, meeting rooms, and town vehicles after use.
    - II. The Superintendent and Supervisors will ensure adequate cleaning supplies are available.
    - III. The District's cleaning staff will provide regular cleaning of all spaces in accordance with cleaning guidelines provided by county and state health departments and the CDC.

2. Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
3. Soiled surfaces will be cleaned with soap and water before being disinfected.
4. Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
5. Staff will follow instructions of cleaning products to ensure safe and effective use of the products.

### **Employee and Contractor Leave**

Public health emergencies are extenuating and unanticipated circumstances in which The Manhasset-Lakeville Water and Fire Districts are committed to reducing the burden on our employees and contractors. The 2020 *Families First Coronavirus Response Act* provided requirements related to the COVID-19 pandemic, which form the policies outlined below. This policy may be altered based upon changes in law or regulation, as applicable.

It is our policy that employees of the Manhasset-Lakeville Water and Fire Districts will not be charged with leave time for testing. Employees will be provided with up to two weeks (80 hours) of paid sick leave at the employee's regular rate of pay for a period which the employee is unable to work due to quarantine (in accordance with federal, state, or local orders or advice of a healthcare provider), and/or experiencing symptoms and seeking medical diagnosis.

Further, the Manhasset-Lakeville Water and Fire Districts will provide up to two weeks (80 hours) of paid sick leave at two-thirds the employee's regular rate of pay if the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to federal, state, or local orders or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to the public health emergency, and/ or the employee is experiencing a substantially similar condition as specified by the CDC/public health officials. This provision may be modified if an employee is able to effectively work remotely and the need exists for them to do so.

Additionally, the Manhasset-Lakeville Water and Fire Districts will provide up to an additional 10 weeks of paid expanded family and medical leave at two-thirds of the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days by the District is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to the public health emergency. This provision may be modified if an employee is able to effectively work remotely and the need exists for them to do so.

Additional provisions may be enacted based upon need and the guidance and requirements in place by federal and state employment laws, FMLA, executive orders, and other potential sources.

Contractors, either independent or affiliated with a contracted firm, are not classified as employees of the District, and as such are not provided with paid leave time by the Manhasset-Lakeville Water and Fire Districts.

**Documentation of Work Hours and Locations**

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits. This information may be used by the Manhasset-Lakeville Water and Fire Districts to support contact tracing within the organization and may be shared with local public health officials.

Upon activation of this plan, documentation of work hours and locations to support contact tracing will be coordinated by the Superintendent and Supervisors for all employees and staff. The Public Health Emergency Staff Contact Tracing Log (attached) will be used by all staff on a daily basis to document their work hours and locations. Completed forms shall be emailed to the payroll department at the end of their shift. These logs shall be made available to public health officials to support contact tracing efforts upon request.

**Housing for Essential Employees**

There are circumstances within a public health emergency when it may be prudent to lodge essential employees in such a manner which will help prevent the spread of the identified communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of the Manhasset-Lakeville Water and Fire Districts' essential operations.

If such a need arises, hotel rooms are expected to be the most viable option. If hotel rooms are for some reason deemed not practical or ideal, or if there are no hotel rooms available, the District will coordinate with the Nassau County Department of Health or the Office of Emergency Services to help identify and arrange for these housing needs. The Superintendent and Supervisors will coordinate these efforts on behalf of the District.

**PUBLIC HEALTH EMERGENCY STAFF CONTACT TRACING  
LOG**

Date:			
Name	Time In	Time Out	Location


### Workplace Smoking

The District is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, any District property, and restrooms is prohibited.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful District and a safe, productive, and pleasant workplace.

The Board of Commissioners, BOC

Manhasset Lakeville Water /Fire District



**Complaint Form for Reporting Sexual Harassment**

**Manhasset Lakeville Water/Fire District**

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to your Supervisor. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

**Complainant Information**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: (Email, Phone, In person)

**Supervisor Information**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

Complaint Information

1. Your complaint of sexual harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: (supervisor; subordinate; co-worker; other)

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.
3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? (Yes/No)

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

*The last question is optional, but may help facilitate the investigation.*

5. Have you previously complained or provided information (verbal or written) about sexual harassment at the District? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature:

Date:

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Manhasset Lakeville Water/Fire District Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the District has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Board of Commissioners of the District. I also understand that any delay or failure by the District to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the District or affect the right of the District to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized District representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized District representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Manhasset Lakeville Water/ Fire District.

If I have any questions about the content or interpretation of this handbook, I will contact the Business Manager.

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

Print Name