

The regular meeting of the DeRuyter Town Board was held at 7:30PM on the above date in the Town Hall. Present were Supervisor Degear, Clerk Wightman, Highway Superintendent Cook, Councilmen Hathaway, Jones, Barnes and Coon. Also present were Joe Yankowski and Shea Skeele.

Motion by Councilmen Jones and Coon to accept the minutes of the April 11th meeting as presented. All in favor and carried.

TOWN CLERK’S REPORT:

- The monthly written report was submitted.
- The end of tax collection report was submitted.
- The new desks and storage cabinet purchased through the CCAP grant were delivered curb-side. Supervisor Degear and Highway Superintendent Cook brought them into the office and put them together.

HIGHWAY SUPERINTENDENT’S REPORT:

- The 284 Agreement has been amended.
- Working on culverts
- Working on ditching
- Sweeping
- Repairing Freightliner
- New truck still in Watertown
- Tree at the corner of Utica Street and Seminary Street on the Civic Center property was taken down. Supervisor Degear reported that once the stump has been removed, the sign will be put back up with brick supports and an evergreen tree may be planted between the sign and the building which then can be used for a “Community Christmas Tree”.

SUPERVISOR’S REPORT:

- Monthly written reports were submitted.

CORRESPONDENCE:

- Notice from the State of New York that showing that the Town of DeRuyter has a total CHIPS Capital balance of \$68,878.74. Therefore, motion by Councilmen Coon and Hathaway to adopt:

#49 RESOLVED: WHEREAS, line DB5112.2 and line DB3501 of the 2013 adopted Town Budget reflect the amount of \$53,500 for CHIPS funding, and **WHEREAS**, New York State has increased the amount of CHIPS funding to the Town of DeRuyter to \$68,879.00, **NOW, THEREFORE BE IT RESOLVED**, that the 2013 adopted Town Budget be amended as follows:

	Line	From	To
Expense	DB5112.2	\$53,500	\$68,879

Revenue	DB3501	\$53,500	\$68,879
Control Totals		\$0.00	\$0.00

The roll call vote was taken with the following results:

Supervisor Degear	Aye
Councilman Jones	Aye
Councilman Barnes	Aye
Councilman Hathaway	Aye
Councilman Coon	Aye

The Clerk declared the foregoing duly carried.

- Email notification from ORPTS that our tentative 2013 NYS equalization rate is 92.50.

OLD BUSINESS:

- The official Town of DeRuyter Handbook has been completed and was reviewed. Motion by Councilmen Barnes and Coon to adopt the Town of DeRuyter Handbook as presented here

Town of DeRuyter EMPLOYEE HANDBOOK

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PART 1 INTRODUCTION

1.1 General Purpose of Handbook

1.1.1 Statement of Purpose:

The purpose of this Employee Handbook is to communicate important information about many of the Town's employment policies and practices. It is important that each employee understand the policies and practices that pertain to compensation, leave benefits, medical insurance benefits, and work rules.

This handbook is subject to alteration by resolutions of the Town Board or changes in federal, state, or local statutes, rules, or regulations. The Employee Handbook is not meant to be a comprehensive list.

1.1.2 Questions:

The Town Board retains the right to interpret any part of this Employee Handbook. Questions regarding this Handbook should be presented to the Town Supervisor.

1.2 Compensation and Benefits Handbook Disclaimers

1.2.1 Employment Contract:

This Employee Handbook is not a contract of employment, expressed or implied, and should not be construed as such.

1.2.2 Policy Exceptions:

This Employee Handbook should not be interpreted as a guarantee that the policies and practices in it will be applied in all cases. Further, the Town Board may at its sole discretion, make exceptions to any part of this Employee Handbook.

1.2.3 Policy Interpretation:

The Town Board retains the right to interpret any part of this Employee Handbook and to amend or eliminate any part of this Handbook.

1.2.4 Governmental Regulations:

In the event a federal, state, or local statute, rule, or regulation conflict with any provision contained in this Employee Handbook, then such statute, rule, or regulation will prevail.

1.3 Definitions

1.3.1 Department Head:

For purposes of this Employee Handbook, the term "Department Head" will mean either the Superintendent of Highways, Town Clerk, Town Justices, Town Assessor, Code Enforcement Officer, or Town Supervisor, as the case may be.

1.3.2 Full-Time Employee:

For purposes of this Employee Handbook, the term "full-time employee" will mean an employee who is *regularly scheduled* to work a minimum of **thirty-five** hours per week throughout the year; or who is *regularly scheduled* to work at least a total of 1820 hours per year.

1.3.3 Part-Time Employee:

For purposes of this Employee Handbook, the term "part-time employee" will mean an employee who is *regularly scheduled* to work less than **thirty-five** hours per week throughout the year; or who is *regularly scheduled* to work less than a total of 1820 hours per year.

1.3.4 Temporary Employee:

For purposes of this Employee Handbook, the term "temporary employee" will mean an employee who is employed on an interim or "as needed" basis (including someone who is replacing another employee on an approved leave of absence) or who is employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable.

1.3.5 Seasonal Employee:

For purposes of this Employee Handbook, the term "seasonal employee" will mean an employee who is employed to work for a given season.

1.3.6 Town Board

For purposes of this Employee Handbook, the term "Town Board" will refer to the Town Board of the Town of DeRuyter.

1.3.7 Town Supervisor

For purposes of this Employee Handbook, the term "Town Supervisor" will refer to the Town Supervisor of the Town of DeRuyter.

1.3.8 Highway Superintendent

For purposes of this Employee Handbook, the term "Highway Superintendent" will refer to the Highway Superintendent of the Town of DeRuyter.

PART 2 COMPENSATION

2.1 Rates of Pay

2.1.1 Rate of Pay:

An employee's rate of pay, including any longevity bonus, will be set by the Town Board.

2.2 Overtime Pay and Compensatory Time

2.2.1 Summary:

The Fair Labor Standards Act (FLSA) establishes overtime pay and recordkeeping standards. More information on the Fair Labor Standards Act may be found on the US Department of Labor website:

<http://www.dol.gov/whd/flsa/index.htm>

2.2.2 Overtime Compensation - FLSA Non-Covered and Exempt Employees:

An FLSA non-covered or exempt employee may regularly be required to work beyond the employee's scheduled work hours and does not need prior supervisory approval. In accordance with the Fair Labor Standards Act, such employee will NOT be paid for overtime nor receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek.

2.2.3 Overtime Compensation - FLSA Non-Exempt Employees:

An FLSA non-exempt employee may occasionally be required to work beyond the employee's scheduled work hours. An FLSA non-exempt employee may not work additional hours beyond the employee's scheduled work hours without the authorization from the appropriate Department Head. In accordance with the Fair Labor Standards Act, an FLSA non-exempt employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

2.2.4 Credit for Paid Leave:

Holidays, vacation leave, personal leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave, bereavement leave, and all military leave will not be included as time worked in the computation of overtime.

2.3 Longevity

The Town of DeRuyter appreciates employee loyalty and will pay the following amounts on the employee's corresponding anniversary date and each year following until the next date of significance is reached as per below

- After 10 years of service an additional \$200.00 per year

- After 15 years of service an additional \$250.00 per year (\$450 total per year)
- After 20 years of service an additional \$300.00 per year (\$750 total per year)
- After 25 years of service an additional \$350.00 per year (\$1,100 total per year)

PART 3 PAID LEAVE

3.1 Holidays

3.1.1 Designated Holidays:

The following national holidays shall be observed on the day designated by the Town Board at the organizational meeting in January of each year.

New Year Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

3.1.2 Floating Holidays:

An additional four (4) floating holidays may be used throughout the calendar year at the discretion of the department head. The department head is to schedule floating holidays at least two weeks prior and present notification to the employees.

3.1.3 Eligibility:

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

3.1.4 Holiday Occurs on Days Off:

In the event a designated holiday occurs on a day for which a full-time employee is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, if the holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, if an employee's workweek does not include Friday, the employee would observe the holiday on the preceding Thursday. Similarly, if the holiday occurs on a Sunday the employee would observe the holiday on the following Monday; however, if an employee's workweek does not include Monday, the employee would observe the holiday on the following Tuesday.

3.1.4 Holiday Pay (Not Assigned to Work):

A full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay; however, a part-time employee will

not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday.

3.1.5 Holiday Pay (Assigned to Work):

A full-time employee who does work on a designated holiday will be paid for all hours plus the additional holiday pay.

3.1.7 Holiday Pay During Paid Leaves:

In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

3.1.8 Religious Holidays:

An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the appropriate Department Head at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

3.2 Vacation Leave

3.2.1 Allowance:

All full-time hourly employees are entitled to vacation time in accrued in accordance to the following schedule. Time will be credited on the employee's anniversary date.

- 40 hours upon completion of 1 year of service
- 80 hours upon completion of 2 years of service
- 96 hours upon completion of 5 years of service
- 120 hours upon completion of 10 years of service
- 160 hours upon completion of 15 years of service

3.2.2 Part-time, Temporary, and Seasonal Employees:

Part-time, temporary, or seasonal employees are not eligible for paid vacation leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head.

3.2.3 Accrual During Leaves of Absence:

An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Worker's Compensation claim during which such employee will continue to accrue vacation credits as if the employee was in regular pay status.

3.2.4 Bridging of Service:

An employee, who leaves the employment of the Town of DeRuyter and is re-hired and then completes five years of continuous service, will regain previous years' of service for the purpose of computing the employee's vacation allowance.

3.2.5 Accumulation:

Vacation time cannot be accumulated and must be used prior to the employment anniversary date.

3.2.6 Scheduling:

Vacation leave credits may be used in one-hour increments. An employee must receive prior approval from the appropriate Department Head or Town Supervisor to take vacation leave. The request must be submitted, in writing, to the appropriate Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

3.2.7 Termination of Employment:

An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused vacation leave. In the event of an employee's death, the employee's estate will receive the payment for unused vacation leave.

3.3 Sick Leave

3.3.1 Allowance:

Full-time employees will receive 36 hours of sick leave per year to be accrued on the employment anniversary date.

3.3.2 Part-Time, Temporary, and Seasonal Employees:

Part-time, temporary, and seasonal employees are not eligible to receive sick leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head.

3.3.3 Accrual During Leaves of Absence:

An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Workers' Compensation claim.

3.3.4 Accumulation:

The accumulation of sick leave is capped at 180 hours.

3.3.5 Use of Sick Leave:

Sick leave credits may be used in thirty-minute increments. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

3.3.6 Family Sick Leave:

An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. In the event the employee must be absent from work beyond continuous forty hours, the employee should apply for leave under the Town's Family and Medical Leave Policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, domestic partner, or child.

3.3.7 Notification of Sick Leave:

In the event an employee must take sick leave, the employee must notify the appropriate Department Head as soon as possible before the employee's scheduled reporting time. The notification must be made personally to the Department Head, unless the Department Head authorizes the use of an answering device for this purpose. In the event that the Department Head cannot be reached, the Town Supervisor must be notified. Unless the absence was preauthorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

3.3.8 Medical Verification:

The Town may require medical verification (original documentation from Medical Provider) of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

3.3.9 Return to Work:

Any employee who has missed three (3) or more consecutive work days due to illness or injury must submit a note from the employee's health care provider indicating that the employee is able to return to work.

In the event an employee's return to work following an illness or injury may put the employee and/or other employees at risk, the Town Supervisor will require the employee to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Town Supervisor in consultation with the appropriate Department Head will determine whether the employee will be allowed to return to work.

3.3.10 Use of Accumulated Sick Leave Credits:

An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury.
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see Family and Medical Leave Policy). The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits upon retirement toward monthly premium payments (see Medical Insurance for Retirees).

3.3.11 Retirement Credit:

The Town will make available Section 41-j of the Retirement and Social Security Law and allow the maximum number of days by statute of accumulated sick leave at the time of retirement. The additional service credit is determined at the maximum credit available by statute. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

3.3.12 Retirement Buy-Back:

An employee who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to ten percent (10%) of the employee's accumulated sick leave credits at the employees current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement and will be subject to applicable taxes.

3.3.13 Termination of Employment: An employee who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

3.4 Personal Leave

3.4.1 Allowance:

All full-time hourly employees are entitled to personal leave time accrued in accordance to the following schedule.

- 16 hours upon the completion of 6 months of service
- 24 hours upon the completion of 1 year of service
- 32 hours upon the completion of 5 years of service
- 40 hours upon the completion of 10 years of service

3.4.2 Part-Time, Temporary, and Seasonal Employees:

Part-time, temporary, and seasonal employees are not eligible to receive personal leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head.

3.4.3 Accumulation:

An employee may not accumulate personal leave credits.

3.4.4 Scheduling:

Personal leave credits may be used in one-hour increments. An employee must receive prior approval from the appropriate Department Head or the Town Supervisor to take personal leave. The request must be submitted, in writing, to the appropriate Department Head as far in advance as possible. The Department Head will have total discretion in the approval of personal leave.

3.4.5 Termination of Employment:

An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.

3.5 Bereavement Leave

3.5.1 Immediate Family:

In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Parent or Legal Guardian

3.5.2 Extended Family: In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling (including step)
- Spouse's Parent
- Grandchild
- Step Parent
- Grandparent
- Child's Spouse
- Spouse's Grandparent
- Sibling's Spouse
- Person in Household (51% financial support)

3.5.3 Extended Bereavement Leave:

An employee may use accumulated vacation leave credits, sick leave credits, personal leave credits, and/or compensatory time, or may take an unpaid leave of absence, to extend bereavement leave, which shall not exceed thirty calendar days unless approved by the Department Head.

PART 4 DISABLED EMPLOYEES

4.1 Workers' Compensation Benefits

4.1.1 Coverage:

In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries and illnesses.

4.1.2 Voluntary Off-Duty Conduct:

Neither the Town nor its insurance carrier is liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Town.

4.1.3 Reporting of Injury:

To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Department Head or Town Supervisor on the proper form, within twenty-four hours of the occurrence. The Department Head or Town Supervisor will complete and submit the required forms. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

4.1.4 Use of Leave Credits:

An employee may draw from the employee's accumulated sick leave, then vacation leave, and then personal leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave.

4.1.5 Continuation of Medical Insurance:

The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

4.2 Transitional Duty Program

4.2.1 Preamble:

The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Town Supervisor may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

4.2.2 Eligibility:

The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

4.2.3 Transitional Duty Assignment:

The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

4.2.4 Wages:

While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

4.2.5 Duration of Assignment:

A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

4.3.6 Refusal of Assignment:

In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

PART 5 MEDICAL BENEFITS

5.1 Administration of Insurance Benefits

5.1.1 Summary Plan Descriptions:

The summary description of a given plan may be obtained from the Town Supervisor.

5.1.2 Changes in Benefits:

The Town Board may, at its sole discretion, change an insurance benefit plan at any time, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility.

5.1.3 Enrollment Information:

The Town Supervisor will provide the employee or eligible Elected Official with the enrollment forms and assist with the administrative and operational aspects of the various insurance plans. Enrollment in a benefit plan is not automatic. Employees and eligible Elected Officials must complete the requisite enrollment forms and payroll deduction authorizations in order to receive benefits.

5.1.4 Waiver of Benefits:

An employee or Elected Official who is eligible to participate in any of the available insurance plans but who elects not to participate must sign an appropriate waiver of enrollment form. The Town Supervisor will provide the employee or Elected Official with the waiver forms.

5.1.5 Changes in Status:

An employee or eligible Elected Official must immediately notify the Town Supervisor in the event there is a change in marital or family status that may affect coverage, such as marriage, divorce, legal separation, death of a spouse (or domestic partner) or dependent, acquiring or losing a dependent, a dependent becoming ineligible due to age or student status, and any changes of address.

5.2 Medical Insurance

5.2.1 Coverage:

The Town makes available medical insurance, including a prescription drug plan, to each full-time employee and to the Town Clerk, and the Superintendent of Highways. Such individuals may enroll their eligible family members. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan. The Town Board may, at its sole discretion, change an insurance benefit plan at any time, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility.

5.2.2 Date Coverage Begins:

Coverage begins on the first day of the month following the first day of active employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees, eligible Elected Officials, and their respective dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

5.2.3 Change in Insurance Plans:

The Town Board may, at its sole discretion, change the medical insurance plan and/or prescription drug plan at any time, including, but not limited to: plan carrier; plan design; co-payments and deductibles; and, eligibility.

5.2.4 Premium and Health Savings Account Payment:

The Town will pay ninety percent (90%) of the cost of the monthly premium for individual or family medical insurance coverage and the Health Savings Account deposits as determined by the Health Insurance policy. The balance will be deducted from the employee's (or Elected Official's) regular paycheck. The employee (or Elected Official) may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

5.2.5 Changes in Premium Contributions:

The amount of the medical insurance premium an employee or Elected Official is required to contribute is subject to change by resolution of the Town Board.

5.3 Medical Insurance Buy-Out

5.3.1 Eligibility:

An employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits.

5.3.2 Amount of Buy-Out and Method of Payment:

Each year, an eligible employee not electing to participate in the Health Insurance Program will receive an amount not to exceed four thousand dollars (\$4,000.00). The buy-out is subject to applicable taxes.

5.3.3 Method of Payment:

One half the amount (\$2,000.00) will be made on the last payday in June and the other half on the last payday in December. The employee must be employed continuously from January 1 until June 30 to be eligible for the first payment. Employment must remain continuous from July 1 to December 31 to be eligible for the remaining payment. The employee will not be eligible for any payment if their employment terminates for any reason during the six month period prior to the next scheduled payment. Any employee that is eligible for this program will receive

a pro-rated amount for any continuous employment that begins during the established six month increment as established above.

5.3.4 Reinstatement:

In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

5.4 Continuation of Medical Insurance Benefits (COBRA)

5.4.1 Summary:

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of medical insurance coverage at their own expense at group rates. This coverage, however, is only available when coverage is lost due to certain specific events. More information may be found on the US Department of Labor website: <http://www.dol.gov/ebsa/COBRA.html>

5.4.2 Important Time Limits:

Qualified beneficiaries must notify the Office of the Town Supervisor of a qualifying event within **thirty** calendar days after an employee's death, termination, reduced hours of employment or entitlement to Medicare. A qualified beneficiary must notify the Office of the Town Supervisor of a qualifying event within **sixty** calendar days after divorce or legal separation or a child's ceasing to be covered as a dependent under plan rules. Employees and beneficiaries generally will be sent an election notice not later than **fourteen** calendar days after the Office of the Town Supervisor receives notice that a qualifying event has occurred. The individual then has **sixty** calendar days to decide whether to elect COBRA continuation coverage. The person has **forty-five** calendar days after electing coverage to pay the initial premium.

PART 6 RETIREMENT BENEFITS

6.1 New York State Employees' Retirement System

6.1.1 Summary:

The Town participates in the New York State Employees' Retirement System. Information pertaining to the retirement plans, including mandatory membership and optional membership, may be accessed through the following website: <http://www.osc.state.ny.us/retire/members/index.htm>

PART 7 HIGHWAY DEPARTMENT WORK RULES

7.1 Town Vehicles and Equipment

- Prior to operating heavy equipment and/or commercial vehicles owned by the Town of DeRuyter, employees must pass a Department of Transportation physical. Passage of such physical is a requirement for all new hires and may be required periodically at the discretion of the Highway Superintendent.
- Only Town of DeRuyter or Village of DeRuyter personnel will be allowed to operate or ride in Town of DeRuyter owned vehicles or equipment.
- Employees and authorized passengers will be required to wear a seat belt while operating or riding in vehicles and equipment in which seat belts are provided.
- At all times, employees shall abide by New York State Vehicle and Traffic Law while operating motor and heavy equipment.
- All Town vehicles that are parked for more than 5 minutes will have their engines shut down to conserve fuel. Those vehicles equipped with diesel engines shall be included in this rule except when outside temperatures drop below 25 degrees Fahrenheit in accordance with State and Federal regulations.
- No highway department employees will be allowed to wear any type of electronic device on his/her head or over his/her ears during working hours.
- No one is allowed to ride outside of the cab of any heavy equipment vehicle. No heavy equipment operator will allow anyone to ride outside of the cab of any heavy equipment vehicle while operating that vehicle.
- No employees will be allowed to engage in horseplay in and around any equipment or vehicles.
- Good housekeeping will always be practiced. Return all tools, equipment, and materials, etc. to their proper places. Garage, offices, break room, and bathrooms to be kept clean and tidy.
- A daily inspection will be performed before operating any vehicle. This includes all heavy equipment.
- All equipment operators shall be responsible to inspect the area around their equipment for necessary clearance prior to its operation. Whenever possible, heavy equipment and snowplow operators will use

the directional aid of another employee when backing up machines in any garage location.

- Chains are available to tow equipment. An employee should never push or pull a piece of Town of DeRuyter or privately owned equipment with a Town of DeRuyter vehicle or piece of equipment without the approval of the Highway Superintendent or his/her designated representative.
- Emergency/parking brakes must be applied in all unattended Town of DeRuyter vehicles and equipment.
- Any employee using fuel pumps for any vehicles or equipment will remain in the immediate vicinity of its operation. The vehicle engine will be shut off during filling operation.
- All compressed air reservoir tanks on vehicles shall be drained at the end of each workday.
- All Employees involved in the operation of our radio system are subject to the rules and regulations of the Federal Communications Commission. The system's use is strictly for the conduction of Town of DeRuyter business. Any other use or transmission is illegal. Violations of the F.C.C. regulations may result in citation and fine.
- Any employee picking up parts and supplies shall have the supplier provide a Proof of Purchase.
- Tools, protective gear, equipment, etc. will be issued and signed for by all employees under the supervision of the Town Highway Superintendent or his/her designated representatives.
- No firearms, weapons, or explosives shall be possessed on Town of DeRuyter property, work sites or transported in Town of DeRuyter owned vehicles at any time.

7.2 Employee Owned Vehicles

- Employee owned vehicles shall not be used for conducting Town business unless specifically authorized by the Town Highway Superintendent or his/her designated representative.
- Employee owned vehicles shall be parked only in areas designated by the Town Highway Superintendent.
- Any Employee who has his/her driver's license suspended or revoked must notify the Highway Superintendent or his/her designated representative before resuming his/her work duties.

7.3 Telephone Usage

- The use of Town of DeRuyter telephones for personal use will be in accordance with the Town Highway Superintendent.
- Personal telephone calls are not to be made on Town phones except those of an emergency or pressing nature which cannot reasonably be made after the workday ends. In no instance shall personal long distance calls be charged to the Town of DeRuyter unless an emergency warrants it.
- The use of personal cellular phones is only permitted during scheduled breaks or per the permission of the Town Highway Superintendent. Cellular phone usage is not permitted in or around any heavy equipment during its operation.

7.4 Employee Attendance

- Employees are expected to report to work on time. Repeated and excessive tardiness will not be tolerated.
- Employees will arrive at or before starting time designated by the Highway Superintendent (starting times may vary for certain employees designated by the Town Highway Superintendent). Late arrival times will result in pay loss in accordance with the following schedule:

1-15 minutes	15 minutes
16-30 minutes	30 minutes
31-45 minutes	45 minutes
46-60 minutes	60 minutes

- Employees will be allowed to leave work up to five (5) minutes before the end of the normal work shift.
- Time recorded beyond the end of a normal workday will not be counted as payable unless the Town Highway Superintendent or his/her designated representative gives prior authorization.
- Any employee who makes an error on his/her time card or sheet or forgets to fill out their card or sheet is responsible to report the matter to their supervisor immediately for proper adjustment. Failure to do so may result in forfeiture of pay.

- Employee supervisors will be responsible for signing all cards for confirmation.
- Employees will not be expected to sign in or out at lunchtime.
- Viewing or altering another employee's time card is prohibited.
- Falsification of payroll records is a serious offense and will be treated as such.

7.5 Emergency Call In

- The Town Highway Superintendent or his/her designated representative will establish a designated reporting time as needed for emergency call-in.
- Employees are expected to report as soon as possible. Time procedures will be the same as for normal work shifts.
- The Town Highway Superintendent or his/her designated representative shall determine emergency duty of any work within the time frame of normal work hours.
- All highway department employees will be required to report for duty at times other than normal work hours. Reasonable excuses will be accepted as long as staffing levels can be adequately maintained; however, failure to report without a reasonable excuse may be subject to disciplinary action.
- Work assignments and determination of staff required for the task will be the responsibility of the Town Highway Superintendent or his/her designated representative.
- All highway department employees will be required to inform the department as to their current address and telephone number where they can be notified in the event of emergencies, changes in schedule, and/or overtime assignments.

7.6 Personal Safety Equipment

- All employees will be required to wear unmodified reflective vests or shirts at all times at any Town worksite. The Town Highway Superintendent must approve any deviation from this.
- Unmodified hard hats will be worn in all sand and gravel bed operations in accordance with MSHA regulations. The Bridge and Tree crews will also wear hard hats.

- All employees will be required to wear unmodified hearing protective equipment at all times while operating equipment that does not have a completely enclosed cab.
- Unmodified protective eye and face equipment shall be worn where there is a danger of injury from flying objects and liquids, welding flash or other sources of potential eye injury.
- All Highway department employees are issued uniform work clothes. Uniform shirts and full-length pants are required at all times.
- Chaps and safety helmets will be worn while operating chain saws.
- To protect hands against solvents, acids, burns, abrasions and punctures, employees shall wear appropriate unmodified protective gloves.

7.7 Job Site Safety

- The immediate supervisor and/or crew leader shall conduct frequent "tailgate" safety meetings, especially when a new or different task will be performed or when new personnel are assigned to the crew. The objective s of such meetings are to:
 - (A) Recognize the hazard potential at the work zone or of an operation that day.
 - (B) Discuss traffic control procedures.
 - (C) Check personal protective equipment.
 - (D) Review use of protective equipment.
- Employees have the responsibility to report unsafe conditions or practices to their immediate supervisors.

7.8 Smoking

Smoking is prohibited on or in all town property including any work sites.

7.9 Alcohol and Controlled Substances

- Employees will not possess or consume any alcoholic beverages or controlled substances on any Town of DeRuyter property, in/on any Town equipment at any Town work site or during working hours. Because employees are expected to report to work after their lunch

break and operate Town equipment, they shall not consume alcohol or a controlled substance during their lunch period.

- No employee shall report for work under the influence of alcohol or a controlled substance. The Highway Superintendent or Town Supervisor has the right to order any employee reasonably suspected of reporting to work under the influence of alcohol or a controlled substance to submit to a urine analysis. Any employee reporting for work under the influence of alcohol or a controlled substance or refusing to submit to a urine analysis **will not** be allowed to perform work duties and will be ordered off the premises by the Town Highway Superintendent, Town Supervisor, or any duly designated representative and will be subject to disciplinary action up to and including dismissal. Within the Supervisor's discretion the employed may be driven home. **This applies to call-in duty, as well as normal work hours.**

7.10 Professionalism

Employees of the Highway Department shall be courteous and respectful in their dealings with supervisors, each other and general public. Highway Department employees shall not use coarse, violent, profane, or insolent language or other gestures towards supervisor, each other or the general public, nor shall they utter offensive or derogatory statements or slurs concerning race, religion, politics, national origin, or lifestyle.

7.11 Press Inquiries

- All press inquiries shall be referred to the Town Highway Superintendent or Town Supervisor.

7.12 Citizen Complaints

- Employees shall refer complaints about any employee of the Highway Department or a supervisor. Supervisors shall promptly record, in writing, any complaint about any employee of the Highway Department.

- Supervisors may attempt to resolve the complaint, but shall never attempt to dissuade anyone from making a complaint about any employee of the Highway Department.

7.13 Uniforms and Safety Clothing/Equipment

Employees may be required to wear a uniform and/or safety clothing and equipment as directed by the Highway Superintendent. Employees must comply with all requirements.

7.14 Miscellaneous

- Employees must have prior permission from the Highway Superintendent or his/her designated representative to enter the Highway Department property after regular work hours.
- Employees must report any work-related injuries immediately to the Town Highway Superintendent, his/her designated representative, Town Supervisor or Town Clerk as soon as possible.

7.15 Bonding

The Town Board, at its annual meeting, will provide a "blanket undertaking" for all employees and elected officials that are required to act in a fiduciary capacity.

7.16 Personal Property

It is the policy of the Town to ask each employee to refrain from bringing unnecessary or inappropriate personal property to work. The Town recognizes that an employee may need to bring certain items to work; however, employees should take care that personal property in the workplace does not disrupt work or pose a safety risk to others.

An employee is expected to exercise reasonable care to safeguard personal items brought to work. The Town will not repair, replace, or reimburse and employee for the damage or loss of the employee's personal property. An employee bringing personal property to work does so at one's own risk.

Desks, lockers, and other storage devices may be provided for the conveniences of employees but remain the sole property of the Town. Accordingly, such storage devices, as well as any articles found within them, can be inspected by the agent or representative of the Town at any time, with or without notice. The Town is not responsible for loss or damage to personal property placed in such storage devices.

7.17 Town Property

Employees have the responsibility to use Town equipment, assets and property in a careful, professional manner for work-related purposes. The Town has the right of access to all its equipment, assets, offices, buildings, machines, etc. Employees do not have a privacy interest in Town material, equipment, or assets. Each employee is responsible for taking responsible safety precautions in regard to Town property. Employees will be held responsible for damage to such equipment arising out of negligence or intentional misconduct. AN employee will be responsible for items issued by the Town, which is in the employee's possession and/or control.

7.18 Consequences

Employees failing to adhere to Work Rules and/or any policies of the Town of DeRuyter may be subject to disciplinary actions up to and including discharge pursuant to any applicable New York State laws.

PART 8 WORKPLACE VIOLENCE

Pursuant to the Workplace Violence Protection Act, New York Labor Law § 27-b, this policy was adopted on August 13, 2009 and is subject to annual review by the DeRuyter Town Board.

8.1 Purpose

All employees of the Town of DeRuyter have the right to work in an environment free from threats and acts of violence. The DeRuyter Town Board will take direct and immediate action to prevent such behavior and thoroughly investigate all reported threats and acts of violence.

The purposes of this policy are to maintain a healthy and safe work environment and to provide procedures for reporting, investigating, and resolving any threats or acts of violence involving employees, suppliers, contractors, or members of the general public utilizing the Town services.

8.2 Definitions

"*Employees*" refer to all Town employees, including officers and appointed positions.

"*Elected Town Official*" refers to any person elected to a Town Office including; Town Supervisor, Town Highway Superintendent, Town Clerk, Town Councilman, and Justice.

"*Threat*" refers to an expression of intention to scare, frighten, terrorize, or harm another. This includes hand gestures, words, and body language.

"*Violence*" refers to an act of physical force used to harm or injure another.

8.3 Scope

This policy applies to all employees who work from all locations owned, leased, or used by the Town of DeRuyter.

8.4 Violations of Policy

Employees who violate this policy are subject to disciplinary action up to and including discharge.

8.5 Prohibited Activities

The following conduct is strictly prohibited:

- Employees may not explicitly or implicitly threaten or commit an act of violence against another person.
- Employees may not make threatening remarks either orally or in writing to another person.

8.6 Town of DeRuyter's Responsibility

The Town of DeRuyter is responsible for creating an atmosphere that will prevent threatening behavior and acts of violence. These responsibilities include:

- Monitoring the work environment for signs is inappropriate behavior.
- Counseling all employees on the types of prohibited behavior and the procedure for reporting and resolving complaints.
- Stopping any observed prohibited acts by taking the appropriate steps to intervene, documenting the incident, and resolving the situation as quickly as possible.
- Taking immediate action to limit further contact between individuals when misconduct is either observed or reported.
- Ensuring that no retaliation occurs to anyone reporting an incident.

8.7 Employees Responsibility

All employees are responsible for assisting in the prevention of threatening behavior and acts of violence. This includes:

- Refraining from participation in or the encouragement of actions that could be perceived as threatening or violent.
- If comfortable doing so, telling the person(s) who makes the threat that his/her actions are unwelcome and offensive.
- Assisting an employee whom confides in you that he/she is a victim and encouraging them to report the incident.

8.8 Complaint Procedure

The following procedure should be used to report complaints:

1. Employees should report any threat of violence to the Elected Town Official acting as their direct supervisor as soon as possible. (If the Elected Town Official is involved in the threat or the employee feels uncomfortable reporting to this person, it should be reported to any other Elected Town Official.)
2. The employee may be asked to provide the following information when reporting threats or threatening conduct: The date, time and location of the incident that took place, a description of the incident including any physical contact made and what was said and/or done, the name of anyone present during the incident.
3. It is imperative that the employee immediately reports conduct that he/she feels is threatening. Any such complaint will be investigated

promptly and, if found to have merit, immediate steps will be taken to end the threat or threatening conduct.

4. The complaint and the complainants identity will be revealed strictly on a "need to know" basis and, under no circumstances, will the complainant be subject to retaliation for registering the complaint.

8.9 Investigation Procedure

The following procedure should be followed by an Elected Town Official once a complaint has been made:

1. Complete the Workplace Violence Form providing as much detail as possible.
2. Complete a thorough investigation into the incident, detailing as much information as possible on the Workplace Violence Form.
3. Immediately take corrective actions as necessary.
4. Report the incident to the Town Board at the first possible meeting for Board approval of corrective actions taken.
5. File completed report with the Town Clerk.

Cases that involve specific injuries or illnesses, or where the employee requests that his/her name not be entered on the report, are considered to be "privacy concern cases," In all privacy concern cases, the name of the employee who was victim to the workplace violence will be removed before disclosing or sharing a copy of the report with anyone other than the Commissioner of Labor or his or her duly authorized representative.

PART 9 COMPLIANCE POLICIES

9.1 Equal Employment Opportunity

The Town of DeRuyter is an Equal Opportunity Employer. The Town does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, marital status, or military status. Discrimination based on any of the above is strictly prohibited. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement compensation, promotion, transfer, training, leave of absence, and termination.

An employee should immediately report any perceived violation of this policy to the employee's department head. In the event the employee is unable to discuss this matter with their department head, the complaint should be reported in writing to the Town Supervisor or any member of the Town Board. All complaints of discrimination will be investigated discreetly and promptly. An employee who reports discrimination will not suffer adverse employment consequences as a result of making the complaint.

9.2 Non Discrimination and Harassment in the Workplace

The Town of DeRuyter is committed to securing for Town of DeRuyter employees a workplace that is free from discrimination and harassment, including sexual harassment.

It is the policy of Town of DeRuyter to promote a productive work environment and to prohibit conduct that disrupts or interferes with an employee's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educating employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to providing an effective means of eliminating such harassment from the workplace.

Any conduct that discriminates against, denigrates or shows hostility or aversion towards a person on the basis of gender, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, sexual orientation or any other legally protected status or classification is strictly prohibited. In short, the Town of DeRuyter will not tolerate any form of discrimination or harassment, including sexual

harassment, and will take all steps necessary to prevent and stop the occurrence of such harassment in the workplace.

Furthermore, the Town does not tolerate any retaliation against anyone who in good faith complains of harassment or discrimination or who participates in any type of protected activity. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and promptly resolving, complaints of discrimination and harassment, including sexual harassment, without any risk of retaliation to an employee who files such complaint or who cooperates with the investigation of a complaint.

Applicability of Policy - This policy applies to all employees of the Town of DeRuyter and prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, supervisors or managers, elected officials, or by third parties not directly connected to the Town such as outside vendors, consultants or citizens. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting such as during business trips, business meetings, and business-related social events.

Supervisory Responsibility - Department Heads and supervisory personnel are responsible for ensuring a work environment that is free from discrimination and harassment, including sexual harassment. Supervisors must take immediate and appropriate corrective action when instances of discrimination or harassment come to their attention in order to assure compliance with this policy.

Definition of Sexual Harassment - This policy places special attention on the prohibition of sexual harassment in the workplace. Generally, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, such as promotion, transfer, or termination, affecting such individual; or
- Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment refers to behavior that is not welcome, that is personally and objectively offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with an employee's work performance and/or effectiveness or creates an intimidating, hostile or offensive working environment. Exposure to such conduct that serves to

alter the terms and conditions of employment is prohibited by this policy as well as state and federal law.

Forms of Sexual Harassment - Specific forms of behavior that the Town of DeRuyter considers sexual harassment and which are prohibited include, but are not limited to, the following:

- Quid pro quo threats or promises by a supervisor (loss of job or promise of job, promotion, or other employment benefit).
- Verbal harassment of a sexual nature related to an employee's gender, including sexual innuendoes, slurs, sexual slurs, suggestive, derogatory, insulting or lewd comments or sounds, whistling, jokes of a sexual nature, sexual propositions and/or threats.
- Sexually-oriented comments about an employee's body that are unwelcome and/or unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.
- Any sexual advance that is unwelcome or any demand for sexual favors.
- Sexually suggestive written, recorded or electronically transmitted material showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries, leering or obscene gestures in the workplace such that it unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment.
- Physical contact of any kind which is not welcome, including touching, grabbing, hugging, fondling, jostling, petting, pinching, coerced sexual intercourse or sexual relations, assault or intentional brushing up against a person's body.

Consensual Relationships and Contact - Clearly, unwanted sexual advances and requests for sexual favors that are made a condition of employment are violations of the law and are prohibited by this policy. However, dating and consensual relationships are not prohibited by this policy. Dating and consensual, physical relationships that may exist between 1) employees, or 2) between employees and outside vendors or customers, can have an impact on the workplace. Employees who engage in dating or in a consensual, physical relationship that falls within the categories described above must maintain professionalism at work at all times. Any and all physical displays of affection are prohibited in the workplace at all times, including sexual activities. In addition, all other relationship-related behavior that may create a hostile work environment for others or that makes others uncomfortable is prohibited. This related behavior includes, but is not limited to, flirting, fighting or other similar activities. Consensual relationships between supervisors and subordinates are discouraged as the real or perceived power of a supervisor over a subordinate

may result in complaints of sexual harassment if the relationship changes or ends.

Reporting of Discrimination and Harassment (including Sexual Harassment) - Employees are encouraged and responsible to report incidents of discrimination and harassment (including sexual harassment) as soon as possible after the occurrence. Reports should be made to the employee's immediate supervisor, the Department Head, or to the Town Supervisor or their designee. Contact information for the Town Supervisor is as follows:

The Town of DeRuyter
Attn: Town Supervisor
P.O. Box 394
DeRuyter, NY 13052
(315) 852-9650

Employees who work second and third shifts are encouraged to contact their supervisor, the Department Head or the Town Supervisor during their normal working hours. Emergency situations should be reported in accordance with departmental policies and procedures.

Discrimination and Harassment (including Sexual Harassment) Complaint Form - To ensure that all discrimination and harassment complaints are managed appropriately, effectively and in accordance with the Town's policy, such complaints will be recorded using the Town-sanctioned Complaint Form. Only those individuals authorized to receive a complaint may do so. Complaint forms can be obtained from the Town Clerk.

Confidentiality - Complaints of discrimination and harassment will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. Although complete confidentiality cannot be guaranteed, the Town of DeRuyter will endeavor to limit the number of people who know about the complaint. Any witnesses who are interviewed will be instructed to maintain confidentiality.

Investigation of Complaint - The investigation of a complaint will be conducted by the Town Supervisor, or by a third party investigator appointed by the Town Board, and will normally include conferring with the parties involved and any named or apparent witnesses. The particular facts of the allegation will be examined individually, with a review of the nature of the behavior and the context in which the incident(s) occurred.

Employee Defense - Any employee who is the subject of a complaint alleging workplace discrimination or harassment will be afforded a full and fair opportunity to offer and present information in the employee's defense. Such information will be confidential to the extent possible.

Disciplinary Action - Any employee or official who is found to have committed an act of workplace discrimination or harassment, including sexual harassment, will be subject to appropriate disciplinary action, up to and including termination of employment, as provided by applicable Town operating procedures, including Civil Service Law Section 75 or the disciplinary procedures contained in a collective bargaining agreement, where applicable.

Post-Remedial Action - Following a finding of discrimination or harassment, victims may be periodically interviewed to ensure that discrimination or harassment has not resumed and that no retaliation has occurred.

Notices and Training - The Town of DeRuyter will distribute this policy to all new employees at the time of hire, and to all existing employees on a periodic basis. Additionally, the Town will arrange for periodic training of all personnel on the issue of workplace discrimination and harassment, including sexual harassment, as a further means of preventing such conduct in the workplace.

9.3 Hazardous Communication

The Town of DeRuyter is committed to providing a safe and healthy work environment and complies with all federal, state, and local laws regarding hazard recognition, accident prevention, and working conditions. The Town considers Hazard Communications and the prevention of workplace injuries and illnesses to be of prime importance. All employees are expected to abide by all federal, state, and local laws, including but not limited to, material Safety Data Sheets (MSDS) regulations, personal protective equipment (PPE) usage, and required training.

9.4 ADA Policy

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of DeRuyter will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The Town of DeRuyter does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: The Town of DeRuyter will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Town of DeRuyter programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and

communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The Town of DeRuyter will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Town of DeRuyter offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town of DeRuyter should contact the ADA Coordinator, at 315-852-9650 as soon as possible but no later than 48 hours before the scheduled event.

PART 10 CODE OF ETHICS

10.1 Policy Statement

Pursuant to the provisions of section eight hundred six of the General Municipal Law, the Town Board of the Town of DeRuyter, NY recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our local government. It is the purpose of this Ordinance to promulgate these rules of ethical conduct for the officers and employees of the Town of DeRuyter, NY. These rules shall serve as a guide for official conduct of the officers and employees of the Town of DeRuyter, NY. The rules of ethical conduct of this Ordinance as adopted, shall not conflict with, but shall be in addition to any prohibition of article eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

10.2 Definitions

- a) "Municipal Officer or Employee" means an officer or employee of the Town of DeRuyter, NY whether paid or unpaid, including members of any administrative board, commission, or other agency thereof. No person deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a chief engineer or assistant chief engineer.
- b) "Interest" means a pecuniary or material benefit accruing to a municipal officer or employee unless the context otherwise requires.

10.3 Standards of Conduct

Every officer or employee of the Town of DeRuyter, NY shall be subject to and abide by the following standards of conduct:

- a) Gifts. He/she shall not directly or indirectly, solicit any gift; or accept or receive any gift having a value of twenty-five dollars or more, whether in form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of

his or her official duties or was intended as a reward for any official action on his/her part.

- b) Confidential Information. He/she shall not disclose confidential information acquired by him in the course of his/her official duties or use such information to further his/her personal interest.
- c) Representation before one's own agency. He/she shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he/she in an officer, member or employee or of any municipal agency which he/she has jurisdiction or to which he/she has the power to appoint any member, officer or employee.
- d) Representation before any agency for a contingent fee. He/she shall not receive, or enter into any agreement, express or implied for compensation for services rendered in relation to any matter before any agency of his municipality, whereby his/her compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing of any time of fees based upon the reasonable value for the services rendered.
- e) Disclosure of interest in legislation. To the extent that he/she knows, thereof, a member of the Town Board and any officer or employee of the Town of DeRuyter, NY, whether paid or unpaid, who participates in the discussion or gives an official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he/she has in such legislation.
- f) Investments in conflict with official duties. He/she shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction, which creates a conflict with his/she official duties.
- g) Private employment. He/she shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his/her official duties.
- h) Future employment. He/she shall not, after the termination of service or employment with such municipality, appear before any board or agency of the Town of DeRuyter, NY in relation to any case, proceeding or application in which he/she personally participated during the period of his/her service or employment or which was under his/her active consideration.

10.4 Disclaimer

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town of DeRuyter, NY or any agency thereof on behalf of himself/herself or any member of his/her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

10.5 Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate and of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

PART 11 DRUG AND ALCOHOL TESTING POLICY

11.1 Policy Statement

The Town of DeRuyter is dedicated to providing safe and efficient service to our community. Moreover, we are dedicated to providing a safe workplace for our employees.

In order to meet this goal, we hereby endorse the Federal Highway Administration substance abuse regulations. We will provide training, education and other assistance to our employees. Drug testing, in compliance with DOT regulations, is an integral part of our program. Noncompliance with this policy or violation of the regulations may result in severe disciplinary action including suspension or dismissal.

11.2 Prohibitions

No driver shall report for duty within four (4) hours of consuming alcohol.

No driver shall use alcohol while on-duty.

No driver shall be on duty while having an alcohol concentration of 0.02 or greater.

No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.

No driver shall use alcohol for eight (8) hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall use controlled substances, except when pursuant to the instructions of a physician who has advised the driver that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

11.3 Drug and Alcohol Testing Program

This testing policy applies to all employees requiring a commercial driver's license, as defined by the Department of Transportation Title 49 Code of Federal Regulations part 383.5.

11.4 Types of Tests

Drug testing for marijuana, cocaine, opiates, amphetamines, and PCP will be performed on urine specimens. Alcohol testing will be performed by means of breath testing devices approved by the National Highway Traffic Safety Administration. Testing procedures will comply with Federal Motor Carrier regulations 49 CFR Part 40. Individual test reports will be maintained in each employee's confidential file.

Six types of drug and alcohol tests are required under federal regulations: pre-employment, random, reasonable cause, return to duty, follow-up and post-accident. In addition, testing may be done as part of the periodic physical exam.

1. All applicants for employment will submit to drug testing only.
2. Throughout the year, drivers are subject to unannounced testing on a random basis. The total number of random drug tests will equal or exceed 50% of the average number of commercial motor vehicle driver positions for which testing is required. The minimum alcohol testing rate will be 25%. Since drivers are chosen at random throughout the year, each individual

driver may not be tested or may be tested once, twice or more in a given year.

3. A driver shall submit to testing, upon reasonable cause, when requested to do so by the Town. Conduct triggering testing under this part must be directly observed by a supervisor or Town official. The supervisor making this determination must have received training in the identification of behavior indicative of use of a controlled substance. Documentation of the driver's conduct shall be prepared and signed by the witness within 24 hours.
4. If a driver who violates this policy is allowed to return to duty, a test will be conducted prior to the performance of a safety-sensitive function. In addition, the driver will be subject to unannounced follow-up testing. The frequency of such tests will be prescribed by a substance abuse professional and will consist of a minimum of six (6) tests in the first 12 months following the driver's return to duty.
5. The employer will test for alcohol and drugs as soon as possible after an accident, if the driver receives a citation for a moving traffic violation related to the accident or there is a fatality. The alcohol test should be performed within two (2) hours of the accident. If not tested within two (2) hours, the driver may be tested for alcohol up to eight (8) hours following the accident. The drug test will be performed within 32 hours of the accident.

11.5 Procedures for Drug Test

Drug and Alcohol testing is done by trained personnel in accordance with DOT regulations.

A drug test showing the presence of a medication which the employee used in accordance with a valid prescription will be considered a negative test.

If the alcohol test shows a result of less than 0.02, the test is considered negative.

11.6 Consequences of a Positive Test

1. Applicants for employment who test positive for drugs will not be hired.
2. Any employee who tests positive for alcohol at a level of 0.04 or higher or who tests positive for drugs will be removed from service and be referred to a substance abuse professional (SAP). The SAP will determine what assistance, if any, the employee needs in resolving the problem. A second positive test will result in the employee being dismissed.
3. If a driver tests positive for alcohol and the test is between 0.02 and 0.04, the driver must be removed from duties for 24 hours. No other action will be taken against the driver based solely on test results showing an alcohol concentration less than 0.04. This day off will be without pay.
4. If the test is positive the employee may demand to have an independent analysis of the split sample made. Such analysis shall be at the expense of the employee unless the analysis is negative, in which case the Town shall reimburse the employee for the cost of such analysis.
5. Any employee who fails a test and is required to participate in a rehabilitation program will be responsible for any costs incurred in such participation. The costs of evaluations, rehabilitation, and return-to-duty tests shall also be at the employee's expense. The Town will pay for follow-up testing after the employee returns to duty. A written letter from the Rehabilitation Program stating that employee is fit to return to work will be required before returning to duty. However, the Town does not guarantee the rehiring of an employee after completing rehabilitation.
6. Any employee required to be evaluated and participate in a rehabilitation program may, at the employee's option, exhaust any or all of his/her sick

time, vacation, and personal leave while participating in the program. No other compensation will be paid by the Town.

7. The Town will continue to pay its share of the employee's health plan premium during active participation in a rehabilitation program unless the employee is terminated.

8. Any employee refusing to enter a rehabilitation program or failing to successfully complete a rehabilitation program shall be dismissed from employment.

11.7 Consequences of Refusing a Drug or Alcohol Test

The consequences of refusing a test are the same as testing positive.

11.8 Rehabilitation

In order to be eligible to return to duty after a positive drug test or an alcohol level of 0.04 or higher, a driver must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the driver must continue in an after-care program and be subject to follow-up testing.

All in favor and carried.

- **The 1995 Badger is being advertised again. If there is no interest, other options will be explored.**
- **CCAP Grant contract has been signed. The projected costs were reviewed.**
- **Sales Tax Preemption – Supervisor Degear explained sales tax credit vs. sales tax cash and the impact it could have on the Town's equipment replacement and reserve fund projections.**

NEW BUSINESS:

- **Assessor Steve Harris's appointment expires in September. His re-appointment will be on next month's agenda.**

OTHER BUSINESS: none

PUBLIC COMMENTS: none

- **Motion by Councilmen Barnes and Jones to accept the Supervisor's statement. All in favor and carried.**
- **Motion by Councilmen Barnes and Coon to pay the bills as audited**

Abstract #1007	\$17,833.76
Abstract #1008	\$12,905.49

All in favor and carried.

- **Motion by Councilmen Barnes and Coon to adjourn. All in favor and carried.**

Respectfully submitted,

**Rebecca Wightman
Town Clerk**