



**Clifton Park Water Authority
HANDBOOK OF EMPLOYEE POLICIES AND BENEFITS**

661 Clifton Park Center Road
Clifton Park, NY 12065

An Equal Opportunity Employer

Effective TBD



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WHERE THIS EMPLOYEE HANDBOOK CONFLICTS WITH THE UNION CONTRACT,

THE UNION CONTRACT WILL SUPERSEDE THIS HANDBOOK AS IT APPLIES TO

Clifton Park Water Authority

EMPLOYEES WHO ARE MEMBERS OF THE UNION.



Pinnacle
Human Resources, LLC



I. INTRODUCTION

A. Welcome!

Welcome to Clifton Park Water Authority. The Management of the Clifton Park Water Authority hopes that employees will enjoy their time working here and that their skills, talents, experience and training will make a significant contribution to the Authority. The Authority's success is due in large part to hiring employees with a commitment to our customers. Its goal is to promote a climate of productivity and performance which leads to satisfied customers and continued growth.

B. Mission Statement

It is the Authority's Mission to continually strive to provide our customers with the highest quality water, at the lowest possible cost, while maintaining a superior level of customer service.

C. Description of the Handbook

This Employee Handbook contains information about the employment policies and practices of the Clifton Park Water Authority, hereafter referred to as the "Authority". The policies contained in the Employee Handbook apply to all Authority employees. The term "Authority employee" shall mean any member, officer or employee of the Clifton Park Water Authority.

We expect employees to read this Employee Handbook carefully as it is a valuable reference for understanding your job and the Authority. During your initial orientation, you will be given an opportunity to sit down and carefully review the Employee Handbook. This Employee Handbook supersedes all previously issued Employee Handbooks and inconsistent verbal or written policy statements.

None of the Authority's personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee. All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the Administrator.

Not all Authority policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your supervisor or contact the Business Manager.

D. Purpose of this Handbook

This Employee Handbook has been prepared to inform you about our history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you. We hope this Employee Handbook will help you feel comfortable with us. Please don't hesitate to ask questions. We will gladly answer them.

Remember, you help create the healthful, pleasant, and safe working conditions that the Authority intends for you. Your dignity and that of your fellow employees, as well as that of our customers, is important. We need your help in making each working day enjoyable and rewarding.



II. FAIR TREATMENT POLICIES

A. Equal Opportunity Employer

The Authority's Equal Employment Opportunity Policy is designed to apply recruiting, hiring, promotion, compensation, and professional development practices without regard to race, color, religion, sex, age, national origin, disability, marital or domestic violence victim status, sexual orientation, gender identity, transgender status, genetic predisposition or carrier status, military or veteran status, familial status, known relation or association with any member of a protected class, or any other protected class, or any other protected characteristic as established by federal or state law.

This policy applies to all terms and conditions of employment including, but not limited to: recruiting, hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, benefits, training, and social and recreational programs. Each employee is responsible for helping the Authority maintain a climate that provides equal opportunity for all.

B. Accommodations for Individuals with Disabilities

It is the policy of the Authority to comply with all the relevant and applicable provisions of federal and state law protecting the rights of people with disabilities. The Authority will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.

Consistent with this policy of nondiscrimination, the Authority will make reasonable accommodation wherever necessary for all qualified employees or applicants with disabilities, provided that any accommodation made does not impose an undue hardship on the Authority.

An employee must notify the Administrator of a need for an accommodation. Upon doing so, management may ask for input on the type of accommodation the employee believes may be necessary and the functional limitations caused by his/her disability. Additionally, when appropriate, management may request that additional information from the employee's physician or other medical or rehabilitation professionals to verify limitations and need for an accommodation. Any information obtained by the Authority that relates to an employee or applicant's physical and mental disabilities will be treated as confidential medical information.

C. Religious Accommodation

The Authority is committed to assuring equal employment opportunity for persons who engage in religious observances or practices. To this end, it is the Authority's policy to provide reasonable accommodation for religious observances or practices.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, the job application process, examination and testing, hiring, training, disciplinary actions, rates of pay or other compensation, advancement, classification, transfer and reassignment, promotions, and other terms, condition or privileges of employment. Consistent with this policy of nondiscrimination, the Authority will make a reasonable accommodation wherever necessary for all qualified employees or applicants seeking religious accommodation, provided that any accommodation made does not impose an undue hardship on the Authority. An employee must notify their supervisor or Administrator of a need for an accommodation. Upon doing so, management may ask for input on the type of accommodation the employee believes may be



necessary.

D. Gender Transition Guidelines

This policy is intended to provide workplace guidelines to address the needs and issues that arise in the workplace when a transgender person transitions on the job. These guidelines support the Authority's **Anti-Discrimination/Anti-Harassment Policy**, which has recently been expanded to include gender identity and expression.

Change often creates anxiety around the unknown and as with all change; gender transitions affect many people – the individual transitioning, supervisors, peers, customers, and even those with incidental affiliation such as working in the same location or practice area. These guidelines provide a starting point for building awareness and are to be used in conjunction with the Business Manager's consultation in support of all parties involved.

The Authority is a strong advocate of diversity and equal employment opportunities for qualified staff. Accordingly, mutual respect, fairness and equity must be defining characteristics of our workplace environment. By providing a work environment of respect, trust, collaboration and cooperation, the Authority can provide superior service to our customers and create a workplace in which we can achieve the highest professional satisfaction.

General Guidelines: Each individual transitioning will have her/his own set of unique factors, which will require a customized plan. It is important that the transitioning individual work with the Business Manager as early in the process as possible in an open and honest way to foster a smooth process within the workplace.

A successful transition in the workplace can only occur with commitment and understanding of each involved party, and with an understanding that a level of confidentiality is expected. Medical information, including surgery plans communicated by an individual, should be treated confidentially and are considered HIPAA-protected. As with other aspects of a transition, plans should be discussed and communicated only with affected parties to manage expectations and to minimize disruption.

The transitioning individual has the right to be openly who they are, when they are ready to express. The tone each employee sets will eventually determine the overall success of an individual's transition.

While every person has the right to personal beliefs, we have the obligation as employees of the Authority to support individuals in their ability to perform their work. The Administrator or the Business Manager is available for consultation and guidance through the process.



E. Anti-Discrimination/Anti-Harassment Policy

The Authority strives to maintain a workplace environment free from harassment and discrimination, and to communicate steps available for employees to utilize when they believe they have been subjected to inappropriate treatment under the Authority's policy. Every person in the Authority must be treated with fairness, respect, and dignity.

The Authority prohibits discrimination, including sexual and other forms of harassment, of any employee by anyone in the workplace (including management, co-workers, board members, consultants, interns, volunteers, vendors and other non-employees) for any illegal discriminatory reason, including race, color, sex, national origin, ethnicity, military or veteran status, mental or physical disability, marital status, sexual orientation, gender identity, transgender status, genetic information/predisposition or carrier status, age, religion, creed, domestic violence victim status, and any other classification protected by federal, state or local law. Such discrimination, including harassment, is prohibited by law and by the Authority policy. The behavior of individuals engaging in such conduct or members of management, who knowingly allow such behavior to continue, will not be tolerated.

In compliance with state mandated requirements, all Authority employees must complete annual Sexual Harassment Prevention training. Employees who fail to complete such training may be subject to disciplinary action.

ALL AUTHORITY PERSONNEL, WHETHER MANAGEMENT OR NON-MANAGEMENT, ARE PROHIBITED FROM ENGAGING IN THE CONDUCT PROHIBITED BY THIS POLICY.

1. Definition of Unlawful Harassment

The Authority prohibits all forms of unlawful discrimination. Unlawful harassment is a form of unlawful discrimination.

The Authority prohibits sexual and other forms of harassment based on any classification protected by federal, state or local law. Unlawful harassment includes unwelcome or inappropriate verbal, physical or other communication or conduct that denigrates or shows hostility or aversion to a person and/or group and:

- 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.

Depending upon circumstances, unlawful harassment may include (but is not limited to): jokes, epithets, slurs, negative stereotyping, threatening, intimidating or hostile acts, unwelcome personal comments or written or graphic material including e-mail that denigrates or shows hostility or aversion toward an individual or group on the basis of race, color, sex, national origin, ethnicity, military or veteran status, mental or physical disability, marital status, sexual orientation, gender identity, transgender status, genetic information/predisposition or carrier status, age, religion, creed, domestic violence victim status, and any other classification protected by federal, state or local law.



2. Definition of Sexual Harassment

Sexual harassment is a type of discrimination and is prohibited by the Authority's Fair Treatment Policies and is unlawful under federal, state, and local law. Sexual harassment will not be tolerated. Sexual harassment includes harassing or discriminating conduct directed against an individual on the basis of sex, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex. Sexual harassment can occur 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.

Depending upon the facts of the situation, unwelcome conduct may constitute sexual harassment when such conduct occurs in the workplace or between employees away from the workplace. Additional behavior that may constitute sexual harassment includes, but is not limited to:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poke another employee's body; or
 - rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; or
 - subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, or jokes or comments about a person's sexuality or sexual experience, 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 act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or mobile devices and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, 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;
 - bullying, yelling, or name-calling.

Sexual harassment is considered a form of employee misconduct and sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue. In following a policy of fair treatment for all, the Authority will take disciplinary action up to and including termination against any person harassing, discriminating or otherwise acting inappropriately during or in relation to employment.



An employee who believes that they have been subjected to workplace harassment or discrimination by anyone is encouraged - but not required - to promptly tell the person that the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request to stop sexual or other forms of harassment must immediately comply with it and must not retaliate against the employee for rejecting the conduct.

F. Fair Treatment Complaint Procedure

If any employee believes that the actions or words of a member of management, co-worker, vendor, or other individual in the workplace constitute harassment or discrimination, the employee has a responsibility to promptly report that behavior to the Authority. Prompt reporting enables us to stop the discrimination, including harassment, before it becomes severe or pervasive.

All complaints or information about suspected harassment will be investigated in a prompt and thorough fashion, 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. The Authority cannot, however, guarantee confidentiality during its investigation. Rather, confidentiality is not always possible depending on the nature and circumstances of the investigation. Moreover, the Authority will act on information received if it believes an individual may be engaging in wrongful conduct or violation of law. The Authority will make efforts to provide all persons involved with a fair and impartial investigation, including interviews with the complainant, witnesses, and alleged harasser.

Reports of harassment may be made verbally or in writing to a supervisor, the Administrator, the Business Manager, or the Board of Directors. A complaint form is available from the Business Manager and all employees are strongly encouraged to use this complaint form. Employees who are reporting harassment on behalf of other employees should use this complaint form and note that it is on another employee's behalf.

Any employee may be required to cooperate as needed in an investigation of suspected harassment. Employees who participate in any investigation will not be retaliated against. If necessary, intermediate measures may be taken before completing the investigation, in the Authority's sole discretion, to ensure that further unlawful discrimination, including harassment, does not occur. Following its investigation, if the Authority determines that prohibited harassment, discrimination, or other inappropriate conduct or violation of policy has occurred, the Authority may take effective remedial action commensurate with the circumstances. Both the individual reporting the complaint and the individual accused in the complaint will be notified in a timely and appropriate fashion when the investigation has ended.

Corrective or disciplinary action may be taken against any employee found to have engaged in illegal discrimination and/or has violated the Authority's Fair Treatment Policies, including harassment. Such action may include counseling and/or appropriate disciplinary measures, up to and including termination of employment.

Employees may formally or informally notify any of the above-referenced personnel and are not required to complain within their chain of command. All members of management are required to report all formal and informal complaints as well as any suspected or known policy violations immediately to the Administrator even if the complaining employee asks to keep the complaint confidential or does not wish to file a formal complaint. All members of management shall act promptly and appropriately to prevent discrimination, including harassment, in the workplace and retaliation against those who complain of discrimination, including harassment, or those who participate in good faith and honestly in an investigation of a complaint or



opposition to unlawful discrimination in the workplace.

Reports may be made verbally or in writing; however, employees are encouraged to utilize the Authority's **Complaint Form** located at the main office and submit it to the Business Manager or Administrator in person or through email.

Any employee who is not satisfied with the Authority's response to their original complaint is required to report their dissatisfaction in writing to the Board of Directors as soon as possible after being notified of the final decision.

Non-Retaliation Statement

Employees can raise concerns or make reports without fear of retaliation. The Authority is committed to ensuring that no employee who opposes a discriminatory practice, who makes a complaint of discrimination or harassment, or participates in an investigation pursuant to Authority's complaint procedure, or hearing conducted by a governmental enforcement agency be subject to retaliation. The Authority prohibits retaliation of any kind, in or out of the work environment and will not tolerate it.

Retaliation includes any conduct, whether or not workplace or employment-related, directed at someone because he or she opposed a discriminatory practice, made a complaint of discrimination or harassment, or participated in such an investigation. Prohibiting retaliation will ensure that reasonable employees will not deter from making or supporting a charge of discrimination or harassment.

The Authority wants individuals who make complaints and serve as witnesses to inform the Administrator if they have received treatment they believe is retaliatory. Allegations of retaliation will be promptly investigated by the Authority in accordance with this policy. Individuals who are found to have committed acts of retaliation may be subject to discipline, up to and including termination of employment.

3. Additional Resources

Harassment is not only prohibited by the Authority, but is also prohibited by state, federal, and local law. Aside from the internal process at the Authority, employees may also choose to pursue legal remedies with the following governmental entities:

Local Police Department: 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.

State Human Rights Law ("HRL"): The HRL, codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to the Authority. A complaint alleging violation of the HRL may be filed either with the Division of Human Rights ("DHR") or in court. Complaints may be filed with the DHR, which can conduct hearings and award civil remedies, such as stopping the harassment and/or damages. DHR's main office contact information is as follows: One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, www.dhr.ny.gov.

Civil Rights Act of 1964: The United States Equal Employment Opportunity Commission ("EEOC") enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). Complaints may be filed with the agency, which does not hold hearings, but federal courts may award civil remedies, such as stopping the harassment and/or damages. EEOC's contact information is as follows: 1-800-669-4000 (TTY: 1-800-669-6820), www.eeoc.gov, info@eeoc.gov.

Local Protections: There may be applicable local laws.

Please note that nothing herein constitutes legal advice, and the above is provided for informational purposes



only.





III. GENERAL POLICIES

A. Code of Ethics

No Authority employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest.

Standards

- No Authority employee should accept other employment which will impair his or her independence of judgment in the exercise of his or her official duties.
- No Authority employee should accept employment or engage in any business or professional activity which will require the employee to disclose confidential information which he or she has gained by reason of his or her official position or authority.
- No Authority employee should disclose confidential information acquired by the employee in the course of his or her official duties nor use such information to further his or her personal interests.
- No Authority employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others.
- No Authority employee should engage in any transaction as representative or agent of the Authority with any business entity in which he or she has a direct financial interest that might reasonably tend to conflict with the proper discharge of his or her official duties.
- An Authority employee should not by his or her conduct give reasonable basis for the impression that any person can improperly influence such employee or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.
- An Authority employee should abstain from making personal investments in enterprises which he or she has reason to believe may be directly involved in decisions to be made by the employee or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest.
- An Authority employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he or she is likely to be engaged on acts that are in violation of his or her trust.
- No Authority employee employed on a full-time basis nor any firm or association of which such an employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, should sell goods or services directly or indirectly to any person, firm, corporation or association which is licensed or whose rates are fixed by the Authority in which such employee serves or is employed.
- If any Authority employee shall have a financial interest, direct or indirect, having a value of ten thousand dollars or more in any activity which is subject to the jurisdiction of a regulatory agency, he or she should file with the secretary of state a written statement that he or she has such a financial interest in such activity which statement shall be open to public inspection.
- No Authority employee shall accept or arrange for any loan or extension of credit from the Authority or any affiliate of the Authority.



Violations

Any such Authority employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment.

B. Whistleblower Policy and Procedures

It is the policy of the Clifton Park Water Authority to afford certain protections to individuals who in good faith report violations of the CPWA's Code of Ethics or other instances of potential wrongdoing within the Authority. The Whistleblower Policy and Procedures set forth below are intended to encourage and enable employees to raise concerns in good faith within the CPWA, and without fear of retaliation or adverse employment action.

1. Definitions

"Good Faith": Information concerning potential wrongdoing is disclosed in "good faith" when the individual making the disclosure reasonably believes such information to be true and reasonably believes that it constitutes potential wrongdoing.

"Whistleblower": Any CPWA employee or Board Member who in good faith discloses information concerning wrongdoing by another CPWA employee or Board Member, or concerning the business of the CPWA itself.

"Wrongdoing": Any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of authority engaged in by a CPWA employee or Board Member that relates to the CPWA.

"Personnel Action": Any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement, or evaluation of performance.

2. Reporting Wrongdoing

All CPWA employees or Board Members who discover or have knowledge of potential wrongdoing concerning Board Members, officers, or employees of the CPWA; or a person having business dealings with the CPWA; or concerning the CPWA itself, shall report such activity in accordance with the following procedures:

- a. The CPWA employee shall disclose any information concerning wrongdoings either orally or in a written report to his or her supervisor, or the CPWA Administrator, general counsel or Business Manager.
- b. All CPWA employees who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
- c. The identity of the whistleblower and the substance of his or her allegations will be kept confidential to the best extent possible.
- d. The individual to whom the potential wrongdoing is reported shall investigate and handle the claim in a timely and reasonable manner, which may include referring such information to the Authorities Budget Office or an appropriate law enforcement agency where applicable.
- e. Should a CPWA employee believe in good faith that disclosing information within the CPWA pursuant to Section 1(a) above would likely subject him or her to adverse personnel action, or be wholly ineffective, the CPWA employee may instead disclose the information to the Authorities Budget Office or an appropriate law enforcement agency, if applicable. The Authorities Budget Office's toll free number (1-800-560-1770) should be used in such circumstances.



3. No Retaliation or Interference

No CPWA employee shall retaliate against any whistleblower for the disclosure of potential wrongdoing, whether through threat, coercion, or abuse of authority; and no CPWA employee shall interfere with the right of any other CPWA employee by any improper means aimed at deterring disclosure of potential wrongdoing. Any attempts at retaliation or interference are strictly prohibited and:

- a. No CPWA employee who in good faith discloses potential violations of the CPWA's Code of Ethics, or other instances of potential wrongdoing, shall suffer harassment, retaliation, or adverse personnel action.
- b. All allegations of retaliation against a whistleblower or interference with an individual seeking to disclose potential wrongdoing will be thoroughly investigated by the CPWA.
- c. Any CPWA employee who retaliates against or had attempted to interfere with any individual for having in good faith disclosed potential violations of the CPWA's Code of Ethics or other instances of potential wrongdoing, is subject to discipline, which may include termination of employment.
- d. Any allegation of retaliation or interference will be taken and treated seriously and irrespective of the outcome of the initial complaint, will be treated as a separate matter.

4. Other Legal Rights Not Impaired

The Whistleblower Policy and Procedures set forth herein are not intended to limit, diminish, or impair any other rights or remedies that an individual may have under the law with respect to disclosing potential wrongdoing free from retaliation or adverse personnel action.

C. Conflict of Interest

It is the policy of the Authority that all staff exercises the utmost good faith in all transactions touching upon their duties to the Authority, its resources, and purpose. In their dealings with and on behalf of the Authority, their judgments and determinations shall be guided by a rule of honest and fair dealing between themselves and Authority.

It is the policy of the Authority that any duality of interest, possible conflict of interest, or perception of conflict of interest on the part of any customer or staff person be disclosed to the Administrator. This disclosure should include the nature and degree of the external interest that could potentially conflict with the individual's role as a representative of the Authority.

D. Giving or Accepting Gifts

Giving or accepting gifts in a business setting can create a sense of obligation or the appearance of obligation. A gift can be anything of value, including such items as a ticket to a sporting event or play, a non-business meal, a bottle of wine, a free service, a special discount, or an all-expense paid trip to a conference, or conference.

No Authority official or employee shall directly or indirectly accept or receive any gift having a value of \$75 or more, loan, travel, entertainment, hospitality or promise in other form that under any circumstances could influence the official or employee in the performance of their duties.

All gifts that are accepted from or given to customers, the board, subcontractors, vendors or similar business contacts doing business with or seeking to do business with the Authority must be approved by the Authority



Administrator.

E. Work Product Ownership

Each of our employees generates work product during their employment with the Authority. This work product is work for hire and is therefore proprietary to our Authority or the customer. Although the employee generates such work product, the employee does not acquire any rights in or to this property.

By continuing employment with us, each employee waives any and all right, claim or interest to such work product, including without limitation documents, designs, structures, reports, and other materials generated by each employee during their employment. Each employee acknowledges that such property shall remain the exclusive property of the Authority at all times, including upon the termination of employment.

F. Confidentiality: Protecting Authority Information

Employees may have access to confidential information about the Authority. Our customers and constituents entrust the Authority with important information relating to their business. Information about the Authority, its employees, customers, and vendors are to be kept confidential and divulged only to individuals within the Authority with both a need to receive and authorization to receive the information.

If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the Administrator. In safeguarding the information received, the Authority earns the respect and further trust of our customers and constituents. All records and files, hard copies and electronic, maintained by the Authority or at customers sites are confidential and remain the property of the Authority.

Records and files are not to be disclosed to any outside party without the express permission of the Administrator. Confidential information includes, but is not limited to: financial records, business records, marketing, and strategic plans; personnel and payroll records regarding current and former employees, and any account information on customers, vendors, and constituents; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the Authority's operations, procedures, or practices. Confidential information may not be held on personal computers or removed from all Authority or customer premises without express authorization.

Confidential information obtained during or through employment with the Authority may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Authority reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information.

If you hear, see, or become aware of anyone else breaking this trust, consider what they might do with information they get from you. If you are questioned by someone outside the Authority or your department and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, refer the request to Administrator.

G. Community Relations

The Authority attempts to earn the understanding, goodwill, and respect of the communities in which it operates. One of the ways we do this is by encouraging employee participation in community activities. Sound community relations help to establish and foster a bond of interest between the Authority and its neighbors through which all parties benefit.





H. Conduct and Employment Outside of Work

In general, the Authority does not seek to interfere with employees' off-duty activities. However, the Authority will not tolerate off-duty conduct that impacts negatively on the Authority, either in terms of an employee's individual work performance or the business interests of the Authority, including its reputation.

The Authority prohibits outside employment (including self-employment) that is in conflict with the Authority including working for a customer without authorization. Outside employment may not impact the employee's work performance or schedule, and/or affect the business interests of the Authority.

I. Non-Solicitation of Employees

During employment and upon termination of employment, whether involuntary or voluntary, all employees are subject to and agree not to directly or indirectly solicit for employment or otherwise encourage the departure of any employee working for Authority.

Soliciting or distribution of literature by non-employees on Authority property is prohibited at all times. Employee solicitations for gifts (employee resignations, retirements, weddings, births, etc.) are authorized during meal periods. Questions regarding a permissible solicitation should be directed to the Business Manager.



IV. EMPLOYMENT POLICIES

A. Employment at Will

Employment with the Authority is on an at-will-basis. Either you or the Authority may terminate the employment relationship at any time with or without good cause or notice. While the Authority expects staff to follow the policies and guidelines in this Handbook, it does not constitute or contain a contract or promise of employment, expressed or implied, for any specific duration.

This policy of at-will employment may be revised, deleted, or superseded only by a written employment agreement signed by the Authority Board Chairman or designee that expressly revises, modifies, deletes, or supersedes the policy of at-will employment. Unless your employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Authority as to the duration of employment and the circumstances under which employment may be terminated. No employee has any authority to enter into a contract of employment, express or implied, that changes or alters the at-will employment relationship. Only the Authority Board has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

With the exception of employment at-will, terms and conditions of employment with the Authority may be modified at the sole discretion of the Authority with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

The Authority Board will approve all new positions of the Authority.

B. Hiring Process

1. Selection Process

The Authority selects and hires individuals on the basis of many factors including, but not limited to, their ability, education, professional experience, skills, and cooperative spirit. The selection process includes a written application, personal interviews, and reference checking. Information regarding protected status obtained through social media, or any other source, is not considered in our hiring decisions.

2. Employment Application

All applicants must complete an employment application and provide the Authority with complete and accurate information regarding their qualifications. If misrepresentations or omissions are discovered after hiring, the Authority may exercise disciplinary action, up to and including termination.

3. Employment of Relatives

We have no general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision, and morale. While we will accept and consider applications for employment from relatives, close family members (such as parents, grandparents, children, spouses, brothers and sisters, or in-laws) generally will not be hired or transferred into positions where they directly or indirectly supervise or are supervised by another close family member. Further, such relatives generally will not be placed in positions where they work with or have access to sensitive information regarding a close family member, or if there is an actual or apparent conflict of interest.



4. Employment of Minors

Individuals less than 18 years of age are not permitted to work for the Clifton Park Water Authority.

5. Criminal Convictions

Applicants must inform the Authority of criminal convictions as a pre-condition of employment. Unfair discriminatory practices against applicants or employees previously convicted of one or more criminal offenses are prohibited.

Authority will not deny employment or act adversely in relation to employment regarding such individuals, unless:

- a.) there is a direct relationship between a criminal offense and the position to be held by the applicant or currently held by the employee; or
- b.) granting employment or other employment-related opportunity would involve unreasonable risk to Authority property or the safety or well-being of employees or the general public.

6. Immigration Compliance

An employee must complete a Department of Homeland Security's I -9 Form on the first day of work. Each new employee, as a condition of employment, must complete the Form I-9 and present documentation establishing identity and employment eligibility within 72 hours of hire. If an individual cannot verify his/her right to work within three days of hire, the Authority may be required to terminate his/her employment.

If an employee is authorized to work in this country for a limited period of time, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Authority.

7. Background Checks

The Authority recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, Authority reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the Authority. The Authority may use the latest technologies in the verification of a candidate. Information regarding protected status obtained through social media, or any source, will not be considered in hiring decisions.

9. Pay Rate Acknowledgement

All new hires will receive, in writing, their rate of pay and regular pay day. For non-exempt, overtime-eligible employees, the notice will include the regular hourly rate as well as the overtime rate. Employees must sign an acknowledgment of the required notice upon hire and when rate of pay changes.

10. Employee Referrals

The Authority accepts and encourages referral of applicants for employment by present employees. Selection is based on the applicant's qualifications for the job. Our policy of non-discrimination and equal opportunity regarding age, sex, color, creed, national origin, disability, and marital status was established to ensure equitable treatment for all applicants.



11. Rehire of Former Employees

Former employees may be considered for re-employment. Each request for re-employment is reviewed based upon the circumstances of the past separation and the Authority's current needs.

Employees rehired as full-time employees within 12 months of their separation from the Authority's employment will immediately restore their prior service for seniority and paid leave benefits, where applicable. Prior service under the New York State Retirement System will be restored in accordance with the terms of that plan. Eligibility for group insurance programs will be the same as for all new hires.

12. Length of Service

An employee's service date is based on the date he/she was hired or rehired after a break in service.

Adjusted Service Date – Any employee rehired as a full-time employee within 12 months of his/her separation from the Authority's employment will be assigned an "adjusted service date" which will reflect credit for prior years of service. Credit will be allowed for each full month of prior service. For example:

Date of Hire	1/20/2001
Separation Date	11/10/2002
Date of Rehire	03/03/2003
Prior Service Credit	1 Year 9 Months
Adjusted Service Date	06/03/2001

C. Job Descriptions and Job Responsibilities

Job descriptions are derived from the specific duties employee performs or a task description that the employee is supporting. As part of your initial orientation, you will learn the various duties and responsibilities of your job. You may also be provided with a copy of the written job description for your individual position. The Authority maintains certain expectations and standards applicable to your job position.

If you wish to discuss your specific job description further, please speak directly with your supervisor.

In addition to the employee's regularly assigned job responsibilities and duties, from time to time, any employee may be asked to work on special projects or to assist with other work important to the operation of a department or Authority.

Authority reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions or assign additional job responsibilities.



D. Employment Definitions

Employees of the Authority are classified as exempt or non-exempt and may work full-time, part-time, or on a temporary basis which is defined by the job description and in accordance with Federal and State Wage and Hour laws. Questions regarding classifications or definitions should be directed to the Business Manager without concern of retaliation.

1. Exempt Employees

Exempt Employees are those whose job assignments meet the Federal and State requirements for overtime exemption. Most Exempt Employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative (supervisory roles) and professional Employees are overtime exempt.

2. Non-Exempt Employees

Under Federal and State law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are referred to as "non-exempt". This means that they are not exempt from (and therefore should receive) overtime pay. These employees receive overtime pay at a rate of 1.5 times the regular rate of pay. Time records must be kept for all non-exempt personnel.

3. Regular Full-Time Employees

Regular, full-time employees are those who are regularly scheduled to work 37.5 or more hours per week. Full-time employees may be classified as Exempt or Non-exempt.

4. Regular Part-Time Employees

Regular, Part-time Employees are those who are regularly scheduled to work less than 37.5 hours per week. Part-time Employees may be assigned a work schedule in advance or may work on an as-needed basis.

5. Temporary/Seasonal Employees

For the purposes of this employee handbook, the term "temporary employee" will mean and refer to an employee who is hired to temporarily supplement the workforce or to assist the Authority with a specific project. A temporary employee may work either full or part-time hours. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status nor does the Authority guarantee employment for any set period of time.

E. Orientation

New employees will be scheduled for an orientation meeting during their first few days of employment. The Authority requires that employees read and follow the guidelines of the Employee Handbook. Employees will be required to complete employment and tax forms, determine their date of eligibility for benefits, and learn about certain routines in the operation of the Authority. In addition, employee benefits and policies will be reviewed.

We encourage employees to ask questions and to take an active part in learning their new work environment. The purpose of orientation is to help employees succeed in their new role. New employees will also receive orientation standards and operational practices of the Authority. New employees will be provided with an orientation to their specific job duties, area of work, departmental and safety procedures, and an introduction



to their co-workers.

F. Probationary Employees

Under the Collective Bargaining Agreement, new hires and those promoted will serve a six (6) month probationary period. For those promoted who either fail their probationary period or choose to revert back to their previously held position, may do so prior to the completion of their probationary period.

G. Changes in Personal Information

Employees are responsible for ensuring that the Authority receives the necessary information to maintain up-to-date personnel records. The Authority is also required to maintain accurate information for insurance, ERISA and other regulations. Notification should be made no later than 30 days following the change in status. A delay may jeopardize any required changes to benefit enrollment status (e.g., adding a newborn to health insurance coverage). The Authority is not responsible for errors resulting from an employee's failure to update changes in this information in a timely manner.

The Authority must have the following current information on file:

- Complete name;
- Address;
- Home and cellular telephone numbers;
- Emergency contacts;
- Number of dependents;
- Marital status;
- Tax withholding status;
- Visa or proof of citizenship;
- Driver's license;
- Insurance beneficiaries;
- Work and/or home email addresses;
- Required licenses or certifications.

H. Employee Files

The Business Manager maintains the personnel files. Employee files are the property of the Authority and access to the information they contain is restricted. Only authorized personnel who have a legitimate business reason may review an employee's personnel file. A current employee may review their file in the presence of the Business Manager or Administrator by making a verbal or written request to either. In general, personnel file documents will not be copied. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

All requests for information from outside the Authority regarding current and former employees must be referred to the Business Manager. Verbal requests for dates of employment and position(s) held are provided without the current or former employee's written consent. Requests for any additional information must be submitted in writing and include the signed consent of the current or former employee. This policy includes recommendation requests on social media sites. Exceptions to this policy are made only if the Authority is required to provide the information to comply with a government regulation or in response to a judicial proceeding, such as a subpoena.





I. Required Licenses and Renewals

Under the Collective Bargaining Agreement, the Authority agrees to pay for the CDL license and or renewal, along with the CDL training for those employees who are required by the Authority to obtain and/or maintain a CDL.

Some positions may require other special licenses or certifications. The Authority agrees to pay for any training to acquire these licenses/certifications and to provide the necessary training to maintain them.

J. Promotions

The Authority encourages the career development and growth of its employees by considering employees for promotions to other positions for which they are qualified

K. Job Vacancies

When there is a job vacancy the Authority generally recruits job applicants both from within and outside the Authority. Job vacancies may be formally posted, at the Authority's discretion, on the Authority website. If a job is posted, the posting notice indicates the deadline date and eligibility information for applying for the position.

Under the Collective Bargaining Agreement, the Authority agrees to notify the CSEA Unit President of all job vacancies and new positions in the Authority including job titles, qualifications, and description of duties.

Announcements of any job vacancies or new positions to be filed in the Authority shall be conspicuously posted for five (5) work days prior to the position being filled.

Qualified employees in the bargaining unit who apply for a job vacancy or new opening in the bargaining unit shall be considered for that vacancy or job opening.

L. A Word about Employee Relations

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.



M. Talk to Us

The Authority values the suggestions and ideas of employees. Giving and receiving feedback is encouraged in order to promote a positive, productive, and cooperative atmosphere. Employees are encouraged to inform management of any suggestions that may be valuable to the Authority's productivity and success. All suggestions are carefully reviewed and implemented, if possible.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor, or if you would like further clarification on the matter, request a meeting with the Business Manager or Administrator. The Business Manager or Administrator will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure. While the Authority provides you with this opportunity to communicate your views, please understand that not every idea, suggestion, or complaint can be implemented or resolved to your satisfaction. Even so, the Authority believes that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

If at any time, you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

N. Grievance Procedure

The term "grievance" means any alleged violation, misinterpretation of rules and procedures or any complaint relating to health and safety of employees, their physical facilities, materials or equipment furnished to them, or supervision of employees.

An employee who has a grievance should orally present the grievance to their immediate supervisor. The immediate supervisor will attempt to resolve the grievance immediately. If the nature of the grievance makes it impossible for the employee to follow this step, they may discuss the situation with the next level of supervision.

If the grievance is not satisfactorily resolved at the first step, the employee may present their grievance in writing to the Authority Administrator, setting forth the specific nature of the grievance and the facts relating to it. The Authority Administrator will meet with the employee and render a written decision on the grievance within one (1) week. The Authority Administrator reserves the right to consult with legal counsel, as appropriate, to ensure a legal and just decision.

If said grievance is not resolved by the Authority Administrator, an employee may appeal the grievance to the Authority Board in writing. The Board may then review the matter in Executive Session. A written statement of the Board's decision on the grievance will be provided to the employee within 31 days of the submission of the appeal.

The Authority may, at its discretion, refuse to proceed with any complaint it determines is improper or



baseless under this policy.

O. Improving Employee Job Performance

The Authority believes in the principle that employees should be given the opportunity to demonstrate their abilities and continually improve their job performance. Where performance problems exist, employees should be told about these deficiencies and, in many instances, given an opportunity to improve.

When the Authority determines that an employee is a candidate for improvement, the Authority will attempt to help the employee meet job expectations. When rules are broken, corrective action may be taken for the well-being of other employees, maintenance of production quality or protecting the good name of the Authority. We prefer performance improvement and we may attempt to make corrections whenever possible. However, if you fail to comply with improvement plans, we may be forced to impose penalties.

Some of the corrective performance steps which may be taken by the Authority are:

- A verbal or written warning;
- A suspension;
- Termination of employment

Employees who receive a written counseling are given the opportunity to **agree or disagree** with the warning and write a brief statement on the counseling notice, if desired. However, as a condition of employment, employees are required to sign the corrective discipline notice to indicate that a discussion of the issue has taken place. Refusal to sign the written counseling is a violation of this provision and may result in disciplinary action. Employees will receive a copy of any written counseling issued by the Authority and a copy will be kept in the employee's personnel file.

Improvement plans, warning and corrective steps are documented and held in the employee files. Any effort to work with employees to overcome performance problems should not be interpreted as a job guarantee or changing the Authority's policy of at-will employment. Authority reserves the right to move to any step at any time in the process.

Disciplinary Procedure – Disciplinary procedures for non-exempt, CSEA employees are defined in the Collective Bargaining Agreement.



V. COMPENSATION

A. Working Hours

The Authority's regular business hours are Monday through Friday from 8:00 AM to 4:00 PM. The field crew generally maintains regular hours of Monday through Friday from 7:30am to 4:00pm, although schedules may vary based on job title and the operational needs of the Authority.

B. Work Schedules

Full-time field employees are normally scheduled to work eight (8) hours per day, five (5) days per week, not including a meal period each workday.

Office employees are normally scheduled to work seven-and-a-half (7.5) hours per day, five (5) days per week, not including a meal period each workday.

Each employee will be assigned a work schedule and paid for all time actually worked and all approved paid leave. Employees are expected to begin and end work according to the schedule. Work hours, workdays and shifts may vary in order to accommodate the needs of the Authority.

From time to time, it may be necessary to change an individual's work schedule on either a short-term or long-term basis and may include evenings and weekends. When the occasion arises that employees are required to work an altered work schedule, employees will be notified as far in advance as possible.

C. Pay Period and Pay Date

Non-exempt employees are paid on Friday for the 14-day period ending on the previous Sunday. Exempt employees are paid on the same Friday for the 14-day period ending on the same day. If a regularly scheduled payday falls on a holiday, notification will be made to all employees concerning the distribution date/time.

All pay errors must be reported immediately to the Business Manager. The necessary steps will be taken to research the problem and to assure that any necessary correction is made properly and promptly.

1. Authorized Check Pick-up

Paychecks will not be released to anyone other than the employee unless the employee has provided a signed written authorization to the Business Manager.

D. Direct Deposit

Employees may designate one or more bank accounts for automatic deposit of their paychecks. For example, a set amount may be directed into your savings account, with the balance deposited into your checking account. All of the required enrollment and consent forms are available from the Business Manager.



E. Mandatory Deductions from Paychecks

The Authority is required by law to make certain deductions from an employee's paycheck each time one is prepared. Among these are federal, state and local income taxes and contributions to Social Security as required by law. These deductions will be itemized on the check stub. The amount of the deductions may depend on earnings and on the information furnished on the employee's Federal W-4 form regarding the number of dependents/exemptions claimed. Any change in name, address, telephone number, marital status or number of exemptions must be reported to management immediately, to ensure proper credit for tax purposes. The W-2 form received for each year indicates precisely how much of an employee's earnings are deducted for these purposes.

Whenever court-ordered wage assignment or garnishment deductions are to be taken from a paycheck, the employee will be notified. Any other mandatory deductions, such as court-ordered attachments, will be explained whenever the Authority is ordered to make such deductions.

F. Deferred Compensation Plan

The Authority offers the opportunity to its employees to participate in the New York State Deferred Compensation Plan. This plan provides employees the opportunity to invest a portion of their eligible compensation for retirement. These contributions are made with pre-tax dollars. Information on the plan can be obtained from the Business Manager.

G. Pay Advances and Loans

The Authority does not allow pay advances (including paid leave) or employee loans, nor does it distribute paychecks earlier than the scheduled payday.

H. Pay Errors

The Authority takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor so that a correction can be made in the following pay period. A correction may be made sooner if possible.

I. Wage Increases

The wages paid to non-union employees for doing a job depends primarily on two things:

- The job requirements and skill level needed to perform the job duties.
- The level of performance that you maintain.

The "job requirements" generally determines the starting pay for the job. "Level of performance" determines the amount of any pay increase you could receive. No increase is automatic; wage increases are based on performance on the job and other business criteria.

Pay rates and increases for all other employees are negotiated as part of the collective bargaining agreement between the CPWA and CSEA Local 1000 - Clifton Park Water Authority Unit #847200 (hereinafter, "the Collective Bargaining Agreement").



J. Timekeeping Procedures

Federal and State regulations require the Clifton Park Water Authority to maintain accurate records of time worked, all paid time off and other forms of leave. All employees must record all time worked and any departures from work for any non-work-related reason.

All non-exempt employees should record the exact time work begins and ends, as well as the beginning and ending time of each meal period.

The Employer reserves the right to institute an electronic time record system including but not limited to time clocks. The following rules shall apply:

- Employees shall not clock in in excess of five (5) minutes prior to their scheduled reporting time.
- Employees shall not clock out earlier than two (2) minutes prior to the end of their work day.
- No employee shall, at any time for any reason, punch any time card other than his/her own. A violation of this rule shall subject the employee to disciplinary action including termination.
- Any alterations of any employee's time card can only be made by the Department Head.

The Authority has no expectation that non-exempt employees will perform work, including responding to e-mail, voicemail, or texts, while on any form of leave and that if a non-exempt employee performs work, the employee must obtain advance authorization and the employee must track the time.

It is your responsibility to certify the accuracy of all time worked. Any errors in time records should be reported immediately to the Business Manager who will attempt to correct legitimate errors.

No employee can record time worked or absences on behalf of another employee. Failure to complete time records, altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

K. Timekeeping for Travel (*non-exempt employees*)

For a one-day assignment, if you are a nonexempt employee traveling to a location in another city, all your travel time should be recorded minus your normal commuting time to and from your regular worksite. For overnight trips, travel time is recorded when it occurs during your normal workday hours, regardless of the day of the week. When travel away from home overnight cuts across the employee's workday, employees should record the hours worked not only on regular working days during normal working hours but also during corresponding hours on non-working days.

Time that is spent in travel outside of regular working hours in transit as a passenger on an airplane, train, boat, bus or automobile is not recorded as hours worked. There is no expectation that a non-exempt employee perform work while in transit. If work is performed, the employee must track the time. When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.



L. Meal Periods

An unpaid, 30-minute meal period should be taken each day by all employees, who work continuously for more than six (6) hours. Another meal break should be taken if working more than six (6) hours from the last meal break.

Typically, meal periods are scheduled by the employee's supervisor and may be adjusted to meet the operational needs of the Authority. Meal periods may be taken on or off work premises. Meal periods begin when the employee stops working and end when the employee returns to his work duties. The positions of Administrator, Business Manager and Superintendent shall be allowed a one-hour meal break each day.

Employees leaving the work premises should check that Authority equipment is secured and that doors are locked, where applicable.

M. Break Periods

While not required by Federal and New York State regulations, full-time employees may be allowed up to two 15-minute paid breaks per shift with the approval of their supervisor. **Break time may be reduced or eliminated as needed to meet the operational needs of the Authority.**

N. On Call

The Water Maintenance Technician assigned to be on-call will receive a minimum of one and one-half (1.5) hour per weekday and six (6) hours for Saturday, Sunday and holidays at the applicable overtime rate.

When the Superintendent is unavailable, the person designated as the "Person in Charge" shall receive \$25.00 per day and be permitted to take a Water Authority vehicle home.

Phone/Text Duty Pay – Plant Operator

The Plant Operator shall receive a minimum of one (1) hour at a rate of one and one-half (1½) times their regular rate of pay for each day that the Operator receives a phone call while off duty. If phone calls on a particular day exceed one (1) hour, the Plant Operator shall be paid for time worked.

Employees who are scheduled to be "on call" must adhere to all Authority policies. Any variance from such policies may result in disciplinary action, up to and including termination.

O. Emergency Call-Ins

An emergency call-back is defined as an unscheduled request for an employee to return to work to do unforeseen or emergency work after leaving the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift. Employees who are called in to work, with the exception of the on-call Water Technician, will receive a minimum of three (3) hours pay.

All emergency call-ins will be called by seniority on a rotating basis in title. The Authority retains the right to determine the titles to be called in and number of employees to be called in. Paid time commences when the employee reports/arrives at the employer's work site. Employees who respond to emergency call-backs must adhere to all Authority policies. Any variance from such policies may result in disciplinary action, up to and including termination.



P. Overtime

It is the Authority's policy to authorize overtime work for non-exempt employees only when absolutely necessary to meet operational requirements. All non-exempt employees must receive prior approval from the employee's supervisor to work beyond the employee's scheduled workday or workweek. A non-exempt employee who works beyond the employee's normally scheduled work hours without authorization may be subject to disciplinary action, up to and including termination.

Non-exempt employees receive overtime compensation for all hours worked in excess of 40 hours during a workweek. Overtime pay is calculated at a rate one and one-half (1½) times the employee's regular rate of pay. Paid holidays, paid leave and jury duty leave are considered time worked for the purpose of computing overtime pay. Bereavement leave is not considered time worked for the purpose of computing overtime pay.

By the nature of their positions and in accordance with federal and state regulations, exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Failure to Work Overtime – Employees are expected to work overtime as required to maintain optimal operation of the water system. An employee's failure to work overtime hours that his/her supervisor has requested may result in disciplinary action.

Q. Compensatory Time

An employee that works less than forty (40) hours per week will be entitled to compensatory time off for hours worked in excess of their regularly scheduled work week up to forty (40) hours. All hours worked in excess of forty (40) hours shall be paid at a rate of one and one-half (1½) times their regular rate of pay. All credited compensatory time must be used within two (2) months, and must be scheduled with, and approved by, the employee's supervisor at least 24 hours in advance.

R. Business Expense Reimbursement

Employees may be reimbursed for travel expenses for pre-approved Authority business including appropriate transportation, meals, lodging and fees in accordance to the following requirements:

- All expenses must be approved by the Administrator prior to purchase.
- The Authority shall pay receipted expenses for meals to a reasonable and customary maximum as established by the prior to travel.
- The Authority will pay reasonable rates for accommodations based on geographic location.
- For approved conferences the authority shall pay the stipulated rates for registration, meals and lodging. All employees are responsible for obtaining tax-exempt certificates to supply the vendors.
- Proper documentation of the expenses is required in the form of receipts and such other documentation as may be required by the Authority.

All requests for reimbursement should be submitted in writing with receipts to the Administrator within 2 weeks after the expense incurred. Expenses over 60 days old or after an employee has left employment may not be reimbursed. Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact the Administrator in advance if they have any question about whether an expense will be reimbursed.



S. Mileage

All use of personal vehicles for authorized use on Authority business will be reimbursed at the prevailing IRS rate.

T. Clothing Allowance

In order to accommodate the special clothing requirements of field employees made necessary by certain weather and/or physical working conditions, the Authority provides an annual clothing allowance of \$325.00 to employees in the positions of Plant Operator, Assistant Plant Operator, Distribution System Foreman, Water System Service Technician, Heavy Equipment Operator, Laborer, Inspector and Meter Reader. In addition, uniformed employees shall be provided by the Authority with seven (7) pants, one (1) jacket and one (1) safety jacket.

1. Purchase Policy

Employees may purchase eligible items at a retailer of their choosing. Employees must then present proof of purchase to the Business Manager showing the description and amount of the item(s). Reimbursement for the amount of approved purchases will be presented in the form of a check within two (2) weeks of the request for repayment. All purchases in excess of the allowance amount will be the responsibility of the employee.

2. Eligible Purchases

Employees will be permitted to use the clothing allowance for the purchase of clothing that will benefit the employee in the performance of his/her duties as an employee of the Authority. These purchases will be monitored by the Administrator to ensure compliance with this policy.

3. Purchase Period

Employees are required to make any purchases from their clothing allowance during the period of January 1st to December 1st of each calendar year. Any unspent portion of an employee's clothing allowance as of December 1st will be forfeited.

Federal tax laws require an employer to include this type of compensation on an employee's W-2 as additional compensation. Only the amount actually reimbursed to the employee by the Authority will be included on his/her W-2.



VI. PAID TIME OFF

A. Holidays

Full-time employees are eligible for the following paid holidays:

▪ New Year's Day (or equivalent)	January 1st
▪ Martin Luther King, Jr. Day	Third Monday in January
▪ President's Day	Third Monday in February
▪ Memorial Day	Last Monday in May
▪ Independence Day	July 4th
▪ Labor Day	First Monday in September
▪ Columbus Day	Second Monday in October
▪ Election Day	First Tuesday after November 1 st
▪ Veterans Day	November 11 th
▪ Thanksgiving Day	Fourth Thursday in November
▪ Day after Thanksgiving Day	Fourth Friday in November
▪ One-half Day – last work day before Christmas	
▪ Christmas Day (or equivalent)	December 25 th
▪ New Year's Eve	December 31 st *(half day)

The holiday schedule is established every calendar year according to when the holiday falls. Monday is observed as the holiday when one of the above paid holidays falls on a Sunday. When a holiday falls on a Saturday, the preceding Friday is usually observed as the paid holiday.

In certain situations, employees may be required to work on a Holiday. Employees who are required to work on any of these holidays will be compensated at one-and-one-half times their normal rate of pay in addition to their holiday pay. Holiday pay is compensated at the employee's regular rate of pay.

Employees required to work on December 25th and/or Thanksgiving Day will be compensated at twice (2x) their normal rate of pay in addition to their holiday pay.

B. Vacation, Sick & Personal Paid Time Off

1. Vacation Time

The Authority grants paid vacation leave benefits to all full-time employees. The Authority feels that it is important for employees to spend some time away from the work environment in order to maintain a necessary degree of well-being, enthusiasm, and morale.

Eligibility

All full-time employees are eligible for paid vacation leave. All part-time and temporary employees are not eligible for paid vacation leave benefits.

**Accrual Policy**

New employees shall earn vacation time at a rate of 10 days per year. This time will be accrued at a rate of 3 hours per pay period. 40-hour employees shall be given an additional 2 hours on their anniversary date to complete their 80 hour yearly earning. 37.5-hour employees will not accrue any time during the pay period which includes their anniversary date, as they would already have earned their 75 hour yearly earning through 25 pay periods. Bonus days shall be earned and credited on the employee's anniversary date according to the following schedule:

<u>Completed Years of Service</u>	<u>Bonus Days</u>
5	1
6	2
7	3
8	4
9	5

At the completion of an employee's ninth year of service, their bonus days shall become part of their annual accrual and vacation time will be earned at a rate of 15 days per year. 40-hour employees shall then earn vacation at a rate of 4.5 hours per pay period, with an additional 3 hours credited on their anniversary date. 37.5-hour employees shall earn vacation at the same rate as 40-hour employees, and again will not accrue any vacation time during the pay period which includes their anniversary. Bonus days will be earned and credited on the employee's anniversary date according to the following schedule:

<u>Completed Years of Service</u>	<u>Bonus Days</u>
10	1
11	2
12	3
13	4
14	5

At the completion of an employee's 14th year of service, their bonus days shall become part of their annual accrual and vacation time will be earned at a rate of 20 days per year. 40-hour employees shall then earn vacation at a rate of 6 hours per pay period, with an additional 4 hours credited on their anniversary date. 37.5-hour employees shall earn vacation at the same rate as 40-hour employees, and again will not accrue any vacation time during the pay period which includes their anniversary. Bonus days will be earned and credited on the employee's anniversary date according to the following schedule:

<u>Completed Years of Service</u>	<u>Bonus Days</u>
20	1
21	2
22	3
23	4
24	5

At the completion of an employee's 24th year of service, their bonus days shall become part of their annual accrual and vacation time will be earned at a rate of 25 days per year. 40-hour employees shall then earn vacation at a rate of 7.5 hours per pay period, with an additional 5 hours credited on their anniversary date. 37.5-hour employees shall earn vacation at the same rate as 40-hour employees, and again will not accrue any vacation time during the pay period which includes their anniversary. Bonus days will be earned and credited on the employee's anniversary date according to the following schedule:

<u>Completed Years of Service</u>	<u>Bonus Days</u>
29	5



New employees will not be allowed to use any accrued vacation time until they have completed their 26th week of service. An employee will be paid for up to six (6) weeks unused vacation upon separation from service.

The management positions of Administrator, Business Manager and Superintendent receive one additional week of vacation time per year.

Use of Vacation Leave

Vacation must be used in half (1/2) day increments. Employees requesting vacation leave must submit leave request forms to their supervisor at least one week in advance.

Maximum Balance

On January 1st each year, vacation leave balances will be reviewed and will be subject to a maximum balance at that time. Accordingly, an employee's vacation leave balance may not be in excess of 30 days at that time. Any vacation leave balance in excess of 30 days on January 1st will be forfeited. Employees are not paid for unused vacation time except in the event of separation from employment with the Authority.

Separation From Employment

Employees with a minimum of one year of continuous service are eligible to receive compensation for unused vacation leave at the time of separation. Employees with less than one year of continuous service at the time of his/her separation from employment are not eligible to receive compensation for unused vacation leave.

2. Sick Time

Accrual Policy

Employees will earn sick leave credits from the date of hire at the rate of one (1) day per month. Sick leave shall not be used in less than (1/2) half-day increments except for documented doctor's appointments. Employees will be allowed to accumulate sick leave credits up to 200 days for the purpose of extended illness only.

Notification

An employee who must be absent from work must notify his/her supervisor within one (1) hour of the appointed work hour.

Use of Sick Time

Sick time may be used for illnesses of the employee or their immediate family. Employees who have exhausted their sick leave shall be required to produce a written verification of illness from a doctor for further absences. Absences will be charged to "leave with pay" (personal or vacation time). Employees who have used all available sick, personal, and vacation time, will not receive pay for the time missed.

Physician's Certification

The Department Head may require a physician's certification for any absence of more than four (4) days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty (30) calendar days of continued absence.

Separation From Employment

Upon an employee's termination of employment for any reason other than retirement, his/her accumulated sick leave credits are lost and will not be used to provide any compensation, including the continuation of



health benefits.

3. Personal Time

Accrual Policy

Employees will earn personal time on January 1st of each year in the amount of five (5) work days. New employees will receive a pro-rated portion of that amount at the time of hire based on the percentage of the work year remaining, however, new hires shall not accrue personal leave for the first six (6) months of employment.

Notification

An employee who must be absent from work for personal reasons must notify his/her supervisor at least 24 hours prior to the appointed work hour.

Use of Personal Leave

Employees may use personal leave to attend to personal business which cannot be performed outside of regular work hours. Personal time does not accrue and any personal leave not used before January 1st will be forfeited. Employees will not be compensated for unused personal leave.



VII. ABSENCES OTHER FORMS OF LEAVE

A. Attendance and Punctuality

It is expected that you report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and the Authority's operations. Poor punctuality and poor attendance also threatens the Authority's relationship with its customers. If you cannot avoid being late to work or are unable to work as scheduled, you must call your supervisor as soon as possible.

Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Continuing patterns of absences, early departures, or tardiness –regardless of the exact number of days–may warrant disciplinary action up to and including termination. If you fail to report for work without any notification, you may be considered to have abandoned your employment.

1. Scheduled Time Off

Employees are encouraged to schedule personal appointments either before or after the workday or on a scheduled day off whenever possible. Requests for scheduled time off should be made to the employee's supervisor with as much notice as possible, but no less than one (1) week in advance. Paid leave requests should be submitted in accordance with the paid leave policy. All requests for time off are subject to approval by the employee's supervisor on a case-by-case basis.

2. Unscheduled Time Off

Employees must personally contact their supervisor as soon as possible, preferably at least one hour prior to their scheduled starting time, if they are unable to report to work due to an unscheduled reason, such as illness. Employees must speak directly with their supervisor, if possible, and indicate the reason for the absence.

Notification of an absence to the supervisor does not automatically mean the absence is excused. Any time off from work that is without permission of the supervisor is considered an unexcused absence and may result in disciplinary action. An employee who has frequent absences may be required to provide documentation of the reason for future unscheduled absences. Employees will be notified in advance of the requirement and the length of time such documentation is required.

3. Time Off Without Pay

The use of unpaid time is discouraged. An employee must use all available paid leave before requesting time off without pay. If granted, such time off may be subject to the employee making up the time in the same calendar week, if work is available. Supervisors, at their discretion, may deny requests for time off without pay.

B. Severe Weather/Emergency Closings

During certain months of the year, severe weather is to be expected. Employees should make a reasonable effort to report to work, or to continue working if already on the premises. However, employees should exercise caution and good judgment when traveling to and from work.

It is the Authority's policy to remain open during all normally scheduled work hours. At times, however, inclement weather, power failure, or other emergencies may disrupt Authority operations. In extreme cases,



these circumstances may require the Authority to close.

Notification – In the event the Authority will not open for business due to emergency conditions, employees will be notified via telephone by their supervisor.

Payment of Wages – Should an employee choose not to travel to work due to inclement weather on a day when the Authority office is open for business, they will be charged with a “leave with pay” day. In cases where the workday is suspended due to weather conditions, the employees shall not be charged with any leave time. Only the Administrator or his/her designee may declare such a condition.

C. No Call/No Show

An employee absent from work without authorization for seven (7) consecutive work days shall be deemed to have resigned from his position if they do not provide a satisfactory explanation for such absence on or before the eighth (8th) day following commencement of such unauthorized absence.



D. Bereavement Leave

We understand the personal needs that arise from the death of an immediate family member

Full-time employees are eligible for up to five (5) workdays off with pay for bereavement in the event of death of the employee's spouse, child or parents and three (3) days for bereavement in the event of a death in the employee's immediate and extended family, subject to supervisor approval. Bereavement leave will only be considered if time is lost from regularly scheduled workdays. Such leave is based on the number of hours the employee is normally scheduled to work on the day(s) bereavement leave is taken. Employees become eligible for paid bereavement leave upon hire. Part-time and temporary employees are not eligible for paid bereavement leave. Unpaid leave may be available, subject to supervisor approval.

The Authority reserves the right to request verification of the need for bereavement leave.

Immediate and Extended Family – For purposes of this policy, immediate family includes the following relatives, as well as any individual in legal custody of the employee and/or permanently residing in the employee's household:

- Sibling or step-sibling
- Mother-in-law or father-in-law
- Grandparent
- Sister-in-law or brother-in-law
- Grandchild

Additional Time Off – An employee may use his/her available paid leave to extend bereavement leave or take time off without pay with the prior approval of the employee's supervisor.

E. Leave of Absence

The Authority may grant an employee an unpaid leave of absence for medical reasons. The granting and duration of each leave of absence is determined by the Authority.

This leave of absence policy applies to employees who are receiving workers' compensation or disability benefits. This policy does not apply to leaves taken under the Family and Medical Leave Act. If an employee meets the eligibility requirements under the FMLA, the provisions of the Act take precedence over this leave of absence policy.

An approved leave provides the employee with the following:

1. The Authority will hold the employee's job open; or, if this cannot be done
2. The Authority will place the employee in a job of like responsibility and pay upon return from leave; or, if not possible
3. The Authority will place the employee in a job of lesser pay and responsibility upon return from leave; or, if no job is available
4. The employee will be separated from employment.
5. Only full-time employees with at least 60 days of continuous service are eligible for a leave of absence.



Leave Period- For eligible employees with less than one year of service at the time leave is requested, the leave period is not to exceed the lesser of the period certified by the attending physician or 60 days. For employees with at least one year of service at the time leave is requested, the leave period is not to exceed the lesser of the period certified by the attending physician or 12 months. The total leave period allowed includes any leave previously granted as FMLA-qualifying leave.

Medical Certification – Employees must produce a medical certification issued by a healthcare provider which supports the need for a leave under this policy. Employees must provide a copy before the leave begins, or if the leave is unforeseeable, 15 calendar days from the date the certification was requested. Failure to submit the medical certification may result in disciplinary action, up to and including termination of employment. Employees who are unable to work for seven or more days due to a non-work related injury or illness are also responsible for completing the required disability insurance forms.

Benefits During Leave of Absence – For the purpose of this policy, the following applies:

- **Use of Accrued Paid Leave** – Accumulated paid leave must be used prior to taking any unpaid leave. The use of paid leave benefits does not extend the leave of absence. An employee may use accumulated paid leave in conjunction with New York State Disability payments to equal, but not exceed, the employee's daily base rate of pay.
- **Accrual of Leave Credits** – Full-time employees shall continue to accrue paid leave for up to a total of 12 weeks during any FMLA-qualifying or non-FMLA leave of absence. Such time is credited only if the employee returns to work from the leave.
- **Group Benefits Continuation** – During the first six months of a leave of absence (inclusive of any FMLA-qualifying leave), an employee's eligibility status for employee benefits such as health insurance coverage will not change. All employee contributions must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. For the remainder of the leave, employees are responsible for 100% of any health and dental insurance premiums. Coverage will cease if payments are not made within a 30 calendar day grace period of the due date. Premium payments or policy coverage are subject to change.

Employment Restrictions During Leave of Absence – While on an approved leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the Authority.

Return to Work – Before resuming employment, an employee must submit a statement from the employee's healthcare provider indicating that the employee is able to return to work either with or without restrictions. In the event that work restrictions are indicated, the Authority reserves the right to evaluate whether the restrictions can be reasonably accommodated. Failure to return to work when required may result in the employee being terminated due to misconduct.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information.



'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family members or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1. CSEA Officers/Officials

Members of the bargaining unit who are elected or appointed officers or officials of CSEA shall have the right to organizational leave time, for the conduct of union business without charge to accumulated credits, to attend Annual Meetings of the CSEA.

F. Family Medical Leave Act

The Clifton Park Water Authority complies with the provisions of the Family and Medical Leave Act (FMLA). FMLA entitles an eligible employee to a maximum of 12 workweeks (defined by the employee's regularly scheduled workweek) of job-protected, unpaid leave in any 12 month period for certain family and medical reasons. At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work immediately following such leave.

For the purposes of this policy, the 12 month period is a rolling period measured backward from the date an employee uses any FMLA leave. Under the rolling 12 month period, each time FMLA leave is taken, the remaining FMLA leave is the balance of the 12 weeks which have not been used during the immediately preceding 12 months.

Eligibility – To be eligible for an unpaid leave under FMLA, an employee must meet the following requirements:

- The employee must have worked for the Authority for at least 12 months before the leave request (these 12 months need not be consecutive);
- The employee must have worked for the Authority for at least 1,250 hours during the previous 12 months prior to the date the leave commences;

Types of FMLA Leave – An eligible employee will receive an unpaid leave under the following circumstances:

- Inability of the employee to perform one or more of the essential functions of the employee's job due to the employee's own serious health condition;
- Upon the birth of the employee's child and to care for the newborn child;
- Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child; or
- To care for the employee's spouse, child, or parent who has a serious health condition.

Intermittent and Reduced Leave Schedules – A leave related to the serious health condition of an employee or an employee's immediate family member may be scheduled on an intermittent or reduced schedule basis when medically necessary.



Leave for the Birth, Adoption, or Foster Care Placement of a Child – Leave for the birth of a child or the placement of a child for adoption or foster care must be taken within 12 months from the date of birth or placement. The employee and the Authority must mutually agree to the schedule before the employee may take this leave intermittently or work a reduced hour schedule.

Benefits During an FMLA Leave of Absence – For the purpose of this policy, the following will apply:

Use of Accrued Leave Credits – For leaves taken due to the employee's own serious health condition, the employee must use any accrued paid leave credits. This provision does not apply to Workers' Compensation or New York State Disability.

An employee must first use any accrued paid leave credits, which will be included in the maximum 12 weeks of leave, when FMLA leave is taken under the following situations:

- (1) To care for the employee's spouse, child, or parent who has a serious health condition;
- (2) Upon the birth of the employee's child and to care for the newborn child; or
- (3) The adoption of a child or the child's placement with the employee for foster care.

The substitution of paid leave for unpaid FMLA leave does not extend the 12 week period.

Accrual of Leave Credits – An employee shall continue to accrue paid leave during the leave of absence. Such time is credited only if the employee returns to work from leave.

Group Benefits Continuation – During the FMLA leave, an employee's eligibility status for employee benefits such as health insurance coverage will not change. All employee contributions must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a 30 calendar day grace period of the due date. Premium payments or policy coverage are subject to change.

Workers' Compensation and Disability – Leaves taken under Workers' Compensation and New York State Disability may invoke the FMLA if the employee meets the eligibility criteria outlined in the eligibility section and the Authority designates such leave as FMLA leave. In accordance with the FMLA regulations, an employee who is on workers' compensation/disability and FMLA leave concurrently cannot use any accrued paid leave benefits to supplement the employee's workers' compensation/disability insurance benefits.

Employment Restrictions During Leave of Absence – While on an approved leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the Authority.

Return to Work – Before resuming employment, an employee must submit a statement from the employee's healthcare provider indicating that the employee is able to return to work either with or without restrictions. In the event that work restrictions are indicated, the Authority reserves the right to evaluate whether the restrictions can be reasonably accommodated. Failure to return to work when required may result in the employee being terminated due to misconduct.

Additional Information – the Authority's policy and applicable law prohibit any interference with, restraint, or denial of any right provided under FMLA and prohibit discrimination against any person for opposing any



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practice made unlawful by FMLA or for involvement in any proceedings under or relating to FMLA. For more information or if an employee believes their rights under the FMLA have been violated, please notify the Business Manager immediately.





G. Jury Leave

We recognize that you have a legal and civic responsibility to serve jury duty when required. As soon as you are called to jury duty, show your summons to the office so we can plan for your absence. You are required to bring documentation from the court for all court time you serve.

Employees will be paid the difference between the jury pay and the employee's regular rate of pay. The time served on a jury will not be charged to any accruals.

An employee who is excused from court for the entire day must report to work for the employee's scheduled work hours. If an employee is released early from jury duty on a given day and there are two (2) work hours left in the day then they must return to work. The employee will report to work any time they are not required to report to jury duty.

H. Witness Leave

An employee who is the victim of a criminal offense or who notifies their supervisor of the intent to appear as a witness, consult with an attorney, or exercise victim's rights under state law, will be allowed unpaid leave for this purpose. An employee with a scheduled court appearance must notify their supervisor so that proper scheduling can be arranged.

I. Voting

In accordance with New York State regulation, an employee who is a registered voter may request up to three hours of paid time off to vote in any election recognized by the Board of Elections. Requests must be made in writing at least two working days prior to the election.

Generally, the time off will be granted either at the start or the end of the employee's work day/shift, unless otherwise mutually agreed.

Employees may be required to submit documentation of voter registration in order for the time off to be approved.

The Authority will post a notice in the [enter location], at least ten (10) working days prior to every election setting forth the provisions of the election law. The notice will be posted until the close of the polls on Election Day.

J. Leave for Spouse of Member of Armed Forces

An employee who is the spouse of a Member of the armed forces of the United States, National Guard, or Reserves, must be allowed up to 10 days of unpaid leave when the employee's spouse who has been deployed during a period of military conflict to a combat theater or combat zone of operations is on leave from such combat service.

K. Military Leave (Active and Reserve Service)

The Authority will comply with laws that protect the job rights of employees absent on military leave. In accordance with Federal and State law, it is the Authority's policy that no employee or prospective employee



will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Exceptions may occur when customer contracts end, and in turn the jobs related to that contract end.

No person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Business Manager.

The Authority will comply with all Federal and State laws in terms of job reinstatement applications and benefits. Please see the Business Manager for more comprehensive information about Military Leave benefits.



L. Emergency Responders

Employees, who are or intend to become a member of an emergency service (e.g., fire, auxiliary police, community firefighter, rescue squad, medical, ambulance, or search and rescue), must notify the supervisor so that any lateness or absence because of an emergency can be anticipated, the supervisor may request proof of your volunteer service. Employees are not paid for volunteer emergency service leave time.

M. Nursing Mothers

The Authority provides to employees who are nursing with unpaid break time during the work day in order to express breast milk. Employees who are nursing will be provided this break time policy for up to three years after the birth of the employee's child. Non-exempt employees must record time to and from this break time.

An employee must inform their supervisor of their intention to use this break time. The Authority will make "reasonable efforts" to provide a nearby private room for lactation breaks. So that proper arrangements can be made, employees wishing to nurse in the workplace must provide the Business Manager with advance notice. Such notice is expected to be provided prior to the employee's return to work following the birth of a child.

No employee will be subject to discrimination or retaliation for exercising their rights under this policy. Any employee who believes she has experienced discrimination or retaliation should notify the Business Manager.

N. Bone Marrow Donation

Employees who work an average of at least 20 hours per week are eligible for up to 24 unpaid work hours of leave for time off to donate bone marrow during any 12-month period. An employee must provide advance notice to his/her [supervisor] of his/her intention to take this leave. **The Authority** will not retaliate against any employee who requests or takes a leave of absence to donate bone marrow. Employees may use unused (type of leave) paid time off for this purpose.

O. Donating Blood

Employees who work an average of at least 20 hours per week are eligible for up to 3 hours of unpaid leave during any 12-month period for time off to donate blood. An employee must provide advance notice to his/her supervisor of his/her intention to take this leave. The Authority will not retaliate against any employee who requests or takes a leave of absence to donate blood. Employees may use accrued paid time off for this purpose.



VIII. BENEFITS

A. An Introduction to the Authority Benefits

This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the Authority. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Business Manager. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Authority and its employees, retirees, or their dependents, for benefits or for any other purpose.

Unless otherwise established under the Union Contract, the Authority reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein. Further, the Authority reserves the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans. We will periodically review the benefits program and will make modifications as appropriate to the Authority's condition.

If you are a regular, full-time employee, you will enjoy all of the benefits described in this Handbook as soon as you meet the eligibility requirements for each particular benefit.

Plan Document – Benefits are administered according to applicable government regulation, insurance carrier master policy, plan document, or Water Authority policy. Should there be a discrepancy between the information presented in this employee handbook and the applicable plan document, the plan document will take precedence.

Plan Administrator – The Business Manager generally serves as the Plan Administrator for the Authority's benefit plans. The Plan Administrator is responsible for all communications and disclosures concerning Authority benefits.

Waiver of Benefits – Eligible employees who elect not to enroll in an employee benefit plan must sign a waiver declining such coverage.

Enrollment Information – Specific information about each benefit, and enrollment forms are available from the Business Manager. Employees must complete the appropriate enrollment forms and payroll deduction authorizations in order to receive benefits.

Changes in Status – Employees whose employment classification changes, are notified of any corresponding changes to their benefits. This notification includes all legally mandated information regarding COBRA health insurance continuation if applicable.



B. Health and Dental Insurance

The Water Authority offers health insurance to its employees. Employees who choose not to participate in the health insurance program will be compensated at the rate of \$175 per full month worked within the calendar year. Payment will be made to these employees no later than August 31st of that plan year. Employees who choose not to participate in the Authority's health insurance program must show adequate proof that they have other, similar health insurance coverage in place. On August 1st of each year, the employee must show proof that they are still maintaining the alternate coverage to the Business Manager. Should an employee who is not participating in the Authority's health insurance program lose their alternate coverage, reinstatement in the Authority's plan must be complete by August 31st.

The dental insurance plan is a self-insured program administered by a private, independent insurance agent.

Coverage – Coverage for eligible employees will begin immediately upon hire provided the employee meets all eligibility requirements of the insurance plan. Eligible employees may also enroll in the insurance plan during the annual open enrollment periods.

Contributions – Employees hired before January 1, 1995, contribute 5% of the total cost for family health and dental coverage per month. Single coverage has no contribution. Effective January 1, 2016, the premium contribution for health and dental coverage per month will be 7.5% for family coverage.

Employees hired after January 1, 1995, contribute 5% of the total cost for individual health and dental coverage, and 10% of the total cost for family coverage per month. Effective January 1, 2016, the premium contribution for health and dental coverage per month will be 7.5% of the total cost of individual health and dental coverage and 12.5% for family coverage.

Employees hired after December 1, 2011 contribute 20% of the total cost for health and dental coverage per month.

The Authority participates in a premium-only plan through the payroll service, which allows employees to have their portion of their health insurance premiums taken from their gross pay before taxes.

C. Vision Care Insurance

The Authority offers a premium program from the CSEA Vision Care Program. This benefit is paid for in full by the Authority.

D. Individual Healthcare Exchange

After January 1, 2014, the Affordable Care Act mandates that all workers ineligible for health insurance through their employer seek insurance coverage through the Federal or State's Individual Healthcare Exchange or risk paying penalties.

Participants arrange coverage and premium payments directly through the Exchange. The Authority does not share the cost of premiums through an Individual Healthcare Exchange; however, the Exchange offers subsidies to help pay for premiums depending on income levels and other criteria.



E. Term Life Insurance

Each permanent, full-time employee, not including temporary employees, will be eligible under this program to receive a life insurance policy of one (1) times his/her salary rounded up to the nearest \$5,000 increment, up to \$50,000. This program is available to new employees 90 days after their start date. This program is paid for in full by the Authority.

F. Post- Termination Benefits Continuance

You may be entitled to continued medical coverage for you and/or your covered dependents as a temporary extension of group health coverage through COBRA. COBRA paperwork will be provided upon termination of employment. (See Section XIII for more information)

G. Retirement Plan

Eligibility – All employees of the Authority are eligible to participate in the New York State Retirement System.

Mandatory Membership

- All full-time, permanent, 12-month positions are required to join.

Optional Membership

- All temporary or provisional positions, employment of less than 30 hours per week, or less than the standard number of hours established by the employer for the position if greater than 6 hours.
- Employees whose duration of employment is less than one year.
- Employees whose employment is on a less than 12 month per year basis.

All employees who are optional members may join the New York State Retirement System if they wish, and must be advised of their right to join upon hire. The Business Manager will provide the employee notification in writing of their right to join. The employee is required to acknowledge having been given such notice by signing a copy of the acknowledgement and filing it with their employer.

Contributions – Employees are required to contribute a portion of their gross earnings to the New York State Retirement System (NYSRS) in accordance with NYSRS requirements.

Use of Accrued Sick Time at Retirement – Through the Authority's adoption of Section 41-j of the Employees' Retirement System (ERS), employees are allowed to apply up to 165 days of unused, unpaid sick leave toward their service credit with the Retirement System for Tiers I, II, III, IV. Tiers V and VI may apply 100 days of unused sick leave towards their service credit upon retirement. The additional service cannot be used to meet eligibility requirements for retirement or for an improved benefit.

Employees may apply any unused, unpaid sick leave credits to pay their portion of their health insurance premiums. At retirement, sick leave credit will be converted to a dollar amount based on the employee's rate of pay at retirement and used to pay the employee's health insurance contributions until the amount is exhausted. Once the amount is exhausted, the retiree will be required to submit payment to the Authority for each contribution within thirty (30) days of the Authority's payment of premium. Failure to make any premium contributions required herein shall result in the cancellation of the retiree's health insurance.

Continuation of Health Benefits in Retirement – Hired Prior to 7/1/13 - For employees employed by the Authority as of July 1, 2013, and who retire directly from the Authority, upon retirement, under the New York



State Retirement System, an employee shall be eligible for medical insurance and prescription drug coverage as follows until Medicare eligible. Upon becoming Medicare eligible, the retiree must enroll in Medicare. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Authority's medical insurance plan on the retiree's last date of employment with the Authority and married at least two (2) years.

In the event the retiree predeceases the retiree's eligible spouse who is age 65 or older, the surviving spouse may continue medical insurance and prescription drug coverage for a period of three (3) months from the death of the retiree after which the spouse shall pay the full cost of the Medicare/Advantage premiums.

In the event that the surviving spouse has not reached age 65, the surviving spouse shall continue receiving medical coverage until age 65 on an individual basis and will pay a percentage of the premium at the same rate the deceased was paying. In the event of legal separation or divorce, the retiree's spouse from whom he/she is separated or divorced, shall not be eligible for coverage except as provided under the COBRA and the law.

Upon the retiree or the retiree's eligible spouse, as the case may be, meeting the eligibility or criteria for Medicare coverage, the eligible retiree or spouse must enroll in a Medicare Supplemental / Advantage plan. If there are sick leave accruals banked, the retiree or surviving spouse may utilize them to pay their portion of the Medicare Supplement/Advantage Plan premiums until they are exhausted.

A retired employee shall be eligible for coverage under this provision as follows, which shall also apply to the Medicare Supplement / Advantage Plan:

<u>Years of Continuous Full-Time Authority Service</u>	<u>Retiree Premium Contribution</u>
15 Years	25%
20 Years	20%
25 Years	15%
30 Years	10%

Post-Retirement Health Benefits for Employees Hired After July 1, 2013 – All employees of the CPWA are eligible for the same post-retirement benefits, however, these benefits, as defined in this Employee Handbook, are subject to modification by the CPWA Board of Directors at any time for all employees hired after July 1, 2013. Post-retirement health benefits for employees hired prior to that date are as stated herein and in accordance with the Collective Bargaining Agreement between the CPWA and its union employees.

Medicare Advantage/Supplement Plan

The Clifton Park Water Authority will offer a Medicare Advantage or Supplement Group Plan to all eligible retirees and employees. Medicare-eligible employees will not be required to leave the Authority's regular health plan coverage, but will have the option to do so, if they choose. Medicare-eligible retirees and Medicare-eligible spouses of retirees will be transferred to a Medicare Advantage or Supplement Plan selected and sponsored by the Water Authority.

Retiree Responsibility

Medicare-eligible retirees and their spouses will be responsible for paying their Medicare Part B premiums, which are typically deducted from their Social Security check. The CPWA will not reimburse these costs. Medicare-eligible retirees and their spouses will also be responsible for all copayments, coinsurances and deductibles associated with the Medicare Advantage or Supplement Plan.



Medicare-eligible retirees and their spouses will be responsible for a percentage of the premium cost of the Authority-sponsored Medicare Advantage or Supplement Plan in accordance with the schedule set forth under "Continuation of Health Benefits in Retirement" in this Handbook. If the retiree has sick leave accruals banked, these will be used to cover the Advantage or Supplement Plan premium responsibilities of both the retiree and eligible spouse until they are exhausted.

Further information about the New York State Retirement System and employee rights and benefits can be obtained from the Business Manager.

H. Mandated Benefits

1. NYS Disability Insurance

Statutory disability benefits are payable for any non-work related injury or illness beginning with the 8th consecutive day of disability. Benefits are payable up to 26 weeks.

To claim benefits, the employee should file written notice and proof of disability (Claim Form DB-450) with the Authority or the insurance carrier. All or part of the claim may be rejected if the claim is not filed within 30 days of the first day of disability.

Employees can get form DB-450 from the Business Manager or a doctor office. Claim filing is the employee's responsibility. Employees can receive treatment by a physician of their choice.

Employees that have available sick leave accruals can use sick leave to receive full pay while on disability. In those instances, the disability carrier pays the benefits directly to the Authority until sick leave is exhausted. Any benefits paid to the Authority are credited back to the employee's sick leave bank based on their hourly rate of pay.

2. Social Security/Medicare

Social Security and Medicare coverage entitles you and your family to certain health and retirement benefits based on your income and the number of years you have worked. Social Security tax payments are deducted from your pay according to IRS rates. The Authority matches this contribution with additional contributions to the same Social Security and Medicare funds. For more information, employees may contact the Social Security Administration at 1-800-772-1213 or visit www.ssa.gov.

3. Unemployment Insurance

The Authority regularly makes payments to both New York State and to the Federal Government for Unemployment Insurance benefits. These benefits are paid to you directly from New York State should you become unemployed and if you qualify for assistance as defined by the State Unemployment Insurance Laws.



4. Workers' Compensation

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, you must:

- Report any work-related injury to management and the Business Manager immediately, no matter how minor.
- File a claim with the Authority's Workers' Compensation insurance carrier in accordance with their submission instructions.
- Seek medical treatment and follow-up care if required. No payment required.

An employee who is injured at work will receive a full day of pay for the day the injury is received if he/she is unable to return to work that day. Benefits for any subsequent lost time resulting from the injury or occupational illness will be specified by the Workers' Compensation Board.

State law imposes legal consequences on the abuse of workers' compensation benefits. The Authority will report any concerns of false or fraudulent claims to the workers' compensation insurance carrier for investigation. Any person who makes or causes to be made any material statement or representation, known to be false or fraudulent, for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a crime and subject to criminal and civil penalties.

I. Voluntary Benefits

1. Educational Assistance

Accredited college courses or acceptable management courses that are available to improve performance of the employee within his/her job title and are approved by the Administrator will be compensated by full payment of tuition by the Authority only after completion of the course and only if the employee obtains a letter grade of "C" or better and only upon submission of a transcript showing such satisfactory completion. An employee who leaves employment within three (3) years after the completion of a course must reimburse the employer upon separation from employment.

2. Employee Assistance Program (EAP)

The Authority offers an employee assistance program to all employees. This program provides the employee and their families with counseling services designed to assist them in dealing with personal issues.



IX. PERSONAL CONDUCT

A. Attitude & Teamwork

Attitude, more than anything else, will affect the results an employee achieves. In order for employees to have a positive attitude towards others, they must first have a positive attitude towards themselves. The fact that an employee was selected for his or her job indicates the potential to do well. Employee's qualifications are generally evident when they are interviewed.

Employees should always regard their work with a sense of accomplishment. An employee, who views his or her work as second rate, will lose in the long run. In order to sustain a positive attitude, employees must keep the requirements of their job foremost in their minds.

Employees must develop a positive attitude toward each other. **Every employee at the Authority contributes in some way to the satisfaction of our customers.** Employees need to practice cooperation and teamwork because if they are uncooperative to each other the coordination of efforts suffers. An employee's work will go more smoothly when the support of co-workers can be depended on.

Teamwork cannot be over-emphasized. Every job has a clearly defined job description, but an employee's responsibilities are never limited to these parameters. It is the expectation that all employees will modify their usual responsibilities whenever necessary and appropriate. This type of teamwork provides a more efficient work environment, a tightly bonded staff and, ultimately, better customer satisfaction.

B. Public and Customer Relations

It should come as no surprise that the key to success of the Authority is to provide the highest quality product and service. In addition, a nurturing and mutually beneficial relationship with employees and the community is paramount to the overall success of the Authority.

The success of the Authority depends upon the quality of the relationships between you, your fellow employees, our customers, our vendors, and the general public. The more goodwill you promote, the more our customers will respect and appreciate you, the Authority, and our services.

In the event of a dispute or serious dissatisfaction with a customer, an employee's first response should be to summon their supervisor immediately. Employees are expected to represent the Authority in a professional and courteous manner; however, they are not expected to engage in a serious discussion with a customer, or to take responsibility for the Authority policy. Under no circumstances is it appropriate for staff to argue with a customer.

Ultimately, Management is responsible for everything that goes on within the Authority. Employees are encouraged to utilize their supervisor's expertise and experience to their full advantage, and should recommend that an unhappy or dissatisfied customer speak directly with the management team.

As an employee of the Clifton Park Water Authority, it is your responsibility to provide the public with service of the highest quality. Regardless of position, employees play a large-scale role in the Authority's programs and to the needs of the customers.



As an employer, the Authority will strive to offer you good working conditions and the opportunity for personal growth. In return employees are expected to be valuable and conscientious members of a team whose mission is to provide high quality water and efficient and effective service.

All Authority employees are expected to remain constantly aware of their responsibility to the customer of the Authority. Employee appearance and conduct is expected to be such that it will contribute to a positive image of the Authority. Employees are expected to maintain an adequate knowledge of the operations of the Authority, so that, if placed in a position of contact with the customer, they may give adequate description of Authority functions and activities. All employees are required to be courteous in their relationship with the customer and give useful, helpful, and accurate information. In carrying out the functions of the Authority, all employees shall direct and coordinate their efforts to establish and maintain the highest standards of efficiency and effectiveness.

C. Fraternization Policy

The Authority strongly discourages romantic or sexual relationships between management and subordinates (any employee who reports directly or indirectly to a manager or supervisor) because such relationships could create compromising conflicts of interest or have the appearance of such conflicts. In addition, such relationships give rise to the perception by others that there may be favoritism or bias in employment decisions.

The atmosphere created by such appearances of bias or favoritism, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment.

If a member of management develops a romantic or sexual relationship with a staff member, the supervisor MUST report the relationship to the Administrator immediately. Once the relationship is reported, the Authority will review the situation in light of all the facts (reporting relationships between the parties, effect on co-workers, job titles etc.) and will determine if, at all possible, the employment of both parties will be retained. If this option is not possible, the parties will be given the choice of terminating the relationship or resigning. The Administrator will make the final determination.

D. Employee Dress & Personal Appearance

Maintaining a professional, business-like appearance is very important to the success of the Authority. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. Perfumes or colognes that aren't overwhelming may be used unless an employee is bothered because of allergies or other sensitivities.

While at work, you are required to be clean, dressed appropriately and well-groomed. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.



1. Authority Dress Standards

Employees are required to adhere to job-specific dress standards as outlined below.

Office Employees

Business casual attire is required for all office personnel. Jeans will be permitted, but must be neat and in like-new condition. Employees should not wear shorts, Lycra leggings, athletic clothing, suggestive or revealing clothing, t-shirts, or baseball caps.

Hair should be clean, combed, and neatly trimmed or arranged. Sideburns, moustaches, and beards should be neatly trimmed. Employees may not wear any type of pierced jewelry, with the exception of earrings by female employees only, as it does not present a professional appearance.

Operations Employees

All operations employees shall maintain their hair in a clean, neat manner. Male employees with long hair (touching the shoulders) are required to have their hair pulled back and securely fastened, or tucked completely under a hat or cap. Employees may not wear any type of pierced jewelry, with the exception of earrings by female employees only.

Water Superintendent

May wear any clothes he/she feels appropriate for the working conditions, provided that the overall appearance is neat and professional.

Plant Employees and Field Crew

Uniform pants are required to be worn at all times during normal work hours. T-shirts should be safety orange with Water Authority logo. Sweatshirts should be either solid navy blue or navy blue with Water Authority logo. Jackets and other outerwear can be at the employee's discretion but should maintain an overall neat appearance. All plant and field employees are to wear work boots at all times during regular and overtime work hours. Employees are encouraged, but not required to wear steel toe work boots for safety reasons.

Safety Equipment

Plant and field employees are responsible for knowing the appropriate safety equipment necessary for the performance of their job. All necessary safety equipment is provided by the Authority and must be worn at all times when the situation warrants.

Failure to Comply

Employees may be sent home if they report to work inappropriately dressed or groomed. Non-exempt employees will not be compensated for any time lost from work to comply. Violations of this policy may also result in disciplinary action.



Accommodations

Consistent with this policy of nondiscrimination, the Authority will make reasonable accommodation wherever necessary for all qualified employees or applicants seeking a religious dress code accommodation, provided that any accommodation made does not impose an undue hardship on the Authority.

An employee must notify their supervisor or the Administrator of a need for an accommodation. Upon doing so, management may ask for input on the type of accommodation the employee believes may be necessary.

Management has the right to bring to an employee's attention any attire that may be deemed inappropriate. Offenders may be asked to leave and return to work wearing the proper attire.

E. Use of Personal Vehicles

If your position requires driving your personal vehicle for Authority business, the following rules apply:

- You must submit and maintain a valid driver's license and a driving record acceptable to our insurance carrier.
- You must notify the Business Manager within 10 days of any citations, convictions, infractions or accident you are involved in, whether they are work related or not. Your driving record may affect your ability to perform your job.
- You are responsible for all accidents, fines, or traffic violations incurred while performing work on behalf of the Authority.
- The inside and outside of vehicles must be kept clean and neat.
- It is your responsibility to keep the vehicle in good running order and comply with all applicable regulations. Authority's practice of reimbursing fuel costs does not extend to commuting or incidental use; all employees are responsible for transportation to and from their job site at their own expense.
- You may only transport passengers who are employees, who have a business purpose for being in the vehicle and for whom prior "permission to transport" is given by management.
- You are required to maintain sufficient insurance coverage legally required by law. The Business Manager must be notified immediately if there is any change in coverage or cancellation.
- Personal vehicles must be driven safely and in accordance with State traffic regulations. Moving violations and parking tickets incurred by the employee are the employee's responsibility.
- In accordance with New York State regulations, an employee should not make or receive calls or texts while driving on the Authority business unless a headset or a hands-free device is used. Texting while driving is prohibited.
- Personal vehicles driven on Authority business are also considered worksites. In accordance with NY State law, smoking/vaping is not allowed unless all riders in the vehicle allow smoking.

Any questions regarding personal use of your vehicle should be directed to your supervisor.



F. Use of Supplies

Only authorized persons may purchase supplies in the name of the Authority. No employee whose regular duties do not include purchasing shall incur any expense on behalf of the Authority by any promise or representation without express written approval. Employees will be required to reimburse the cost of postage for non-business-related materials that they send through the Authority's mail services.

All Authority office supplies, paper, envelopes, and other work materials are for business only. These materials may not be used for personal correspondence or non-business matters. When signing business letters on the Authority letterhead, the employee's name and title or position must be used.

G. Violence in the Workplace

The Authority considers the safety of its employees, vendors, suppliers, visitors, customers and the general public to be of paramount importance and is committed to providing a workplace that is safe, secure, and free of harassment, threats, intimidation, and violence for all employees.

Examples of prohibited conduct includes verbal threats, intimidation, physical actions, and/or coercion, assault, firearms, weapons, or dangerous instruments on company or customer property or while on company business (unless otherwise permitted by applicable state or local law), aggressive behavior, intentional damage of company property or the property of another employee, and shouting, screaming, or abusive behavior.

1. Domestic Violence in the Workplace

Domestic violence permeates the lives and compromises the safety of thousands of employees each day, with tragic, destructive, and often fatal results. Domestic violence occurs within a wide spectrum of relationships, including married and formerly married couples, couples with children in common, couples who live together or have lived together, gay, lesbian, bisexual and transgender couples, and couples who are dating or who have dated in the past. Domestic violence exacts a tremendous toll from the individuals it directly affects. Domestic violence often spills over into the workplace, compromising the safety of both victims and co-workers and resulting in lost productivity, increased health care costs, increased absenteeism, and increased employee turnover.

The Administrator is designated to be available to employees who are in need of assistance around the issue of domestic violence. The Authority shall comply and assist with enforcement of all known court orders of protection (OP), particularly orders in which abusers have been ordered to stay away from the work site. If requested by the victim of domestic violence or law enforcement, the Authority shall provide information in its possession concerning an alleged violation of an OP. Employees are encouraged to bring their OP to the Administrator. The Administrator will discuss with the employee a plan on how to best proceed to ensure the safest possible work environment for the employee and the rest of the staff. A plan will address concerns if the victim and the offender are both employed by the Authority.

The Authority shall hold accountable employees who engage in any of the following behavior:

- (1) using Authority resources to commit an act of domestic violence;
- (2) committing an act of domestic violence from or at the workplace or from any other location while on official Authority business; or
- (3) using their job-related authority and/or Authority resources in order to negatively affect victims and /or assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence.



In cases in which the Authority has found that an employee has threatened, harassed, or abused an intimate partner at the workplace using Authority resources such as work time, workplace telephones, FAX machines, mail, e-mail or other means, said employee should be subject to corrective or disciplinary action, up to and including termination.

Any instances of workplace violence, including but not limited to domestic violence must be **reported to the Administrator**. The Authority will promptly respond to any incident or suggestion of violence and all such reports and incidents will be fully investigated. The Authority will not tolerate any employee who threatens, intimidates, or infers violence against any person or property employed with the Authority. Any violation of this policy will result in disciplinary action, up to and including termination.

The company has a zero tolerance policy with regard to workplace violence or the threat of violence including domestic violence. The Authority will take appropriate action towards employees who violate this policy including disciplinary action, up to and including termination of employment in addition to the involvement of law enforcement and prosecution to the fullest extent of the law.

All employees must immediately report any incidents of violence or threats of violence, including situations that involve other employees, former employees, contractors, customers, or visitors. All reports will be treated as confidentially as possible and only those with a need to know will be involved or informed of the report. Employees who report workplace violence will not be retaliated against in any way. If any employee believes that he or she has been retaliated against, the employee should report the retaliation to the Administrator.

H. Weapons

The Authority recognizes the importance of a safe and secure environment for all persons on the organization's property. Accordingly, the possession and/or use of weapons or other instruments that can be used as weapons are strictly prohibited on the Authority's property, in personal vehicles while conducting business for the Authority; or at any other location during working hours or while representing the Authority. This policy applies to all persons entering the Authority's property.

An employee found to be in possession of a weapon, including a firearm or other weapon not normally found in the work environment that can cause physical injury, death or destruction of property, on the Authority's property or who has invited a guest whom the employee knows to be in possession of a weapon on the Authority's property is subject to immediate disciplinary action, up to and including termination.

I. Investigations of Current Employees

The Authority may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others.

Employees subject to an investigation are required to cooperate with lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.



X. COMMUNICATIONS AND TECHNOLOGY POLICIES

A. Solicitation & Distribution of Literature

The Authority has established rules, applicable to all employees to govern solicitation and distribution of written or electronic material during working time and entry onto any work premises and work areas. All employees are expected to comply strictly with these rules.

Employees may not be allowed to solicit or promote support for a charitable cause or organization that has not been preapproved by the Authority. Unless approved, these activities are not allowed during the working time of the employee or employee's at whom the activity is directed;

Under no circumstances will non-employees be permitted to solicit or to distribute written or electronic material for any purpose on Authority property.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Authority, it does not include meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the Authority.

B. Bulletin Boards

All employee notifications and information of interest will be presented and distributed at a staff meeting, emailed and/or posted on the bulletin board in the break room. Only the Business Manager or designee is authorized to add or remove material posted on bulletin boards.

C. External Communications

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner. Hang up carefully and respectfully.

D. Publicity and Statements to the Media

Employees should not provide any information regarding the Authority to the media (e.g., television, radio, and newspapers). All requests for information from the media regarding any aspect of the Authority must be referred to the Chairman or the Administrator. All press releases, publications, articles, and any other documents for release to the media must be approved in advance by the Chairman or Administrator.

Employees may speak about their jobs in general but may not disclose any confidential or proprietary information. When in doubt, ask before publishing or speaking to the media.

Employees shall not release confidential information to the press or public without the authorization of the Administrator or Board of Directors. An employee must obtain permission from the Administrator prior to filling any speaking engagement which involves any business of the Authority. Release of confidential information or misrepresentation of fact will subject any employee to disciplinary action, up to and including termination.



1. Misrepresentation

Any type of misrepresentation is considered an extremely serious matter and is strictly prohibited. Misrepresentation may lead to disciplinary action, up to and including termination. Misrepresentation includes, but is not limited to: falsification of an employment application, related forms or records, or any Authority business document; falsification of Authority operational reports or test results; falsification of time records; falsification of information to a customer concerning the Authority's services; and unauthorized use of Authority letterhead. Employees are also prohibited from using their official position to secure unwarranted privileges.

E. Mobile Device

Employees shall keep the personal use of mobile devices to a minimum. While at worksites, employees are expected to perform their job duties and responsibilities without distraction. Personal calls or texts must be limited to meal periods or break time. Work related pictures by use of camera-enabled devices are allowed during the workday.

F. Social Networking Policy

Information posted on a social media site (blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, among others) may be available to the public and therefore, the Authority has established the following guidelines for employee participation in social media.

Off-duty use of social media – Employees may maintain personal websites or web logs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work.

In general, the Authority considers social media activity to be personal endeavors and employees may use them to express their thoughts or promote their ideas as long as they do not conflict with Authority policies or business.

On-duty use of social media – Employees may engage in social media activity during work time provided it is directly related to their work, approved by the Authority or the customer and does not identify or reference Authority, customers, or vendors without express permission. The Authority monitors employee use of Authority computers and the Internet, including employee blogging and social networking activity.

Respect – Demonstrate respect for the dignity of the Authority, its Board of Directors, its customers, its vendors and its employees. A social media site is a public place and employees should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, obscenity or language that may be considered inflammatory. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post-disclaimers – If an employee identifies himself or herself as a Authority employee, or discusses matters related to the Authority on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Authority and the employee is expressing only his or her personal views. For example: "The views expressed on this website/Web log are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each post expressing an opinion related to the Authority, the customers or the Authority's business. Employees must keep in mind that if they post information on a social media site that is in violation of Authority policy and/or federal, state or local law, the disclaimer will not shield them from disciplinary action.





Discipline – Violations of this policy may result in discipline up to and including termination of employment.

Note: Nothing in this policy is meant to, nor should be interpreted to; in any way limit your rights under any applicable federal, state or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

Employees should not assume that communications that they send and receive by the Authority's private electronic systems are private or confidential.

G. Communication Systems

The purpose of the Authority communications systems and equipment is to promote efficient program operations. For the purpose of this employee handbook, the Authority's communications systems and equipment include, but are not limited to: telephones, voice mail system, mobile devices, fax machines, incoming/outgoing mail, email and all computer systems (e.g., hardware, software, and computer files). All Authority communications systems and equipment are the sole property of the Authority. This includes the messages created, transmitted, and stored on such systems and equipment.

Computer Systems – All computer hardware and software must be licensed and registered to the Authority. All computer disks, file attachments, and downloaded files must be scanned by anti-virus software prior to being used on the Authority's computers.

Prohibited Uses – The following uses of the Authority communications systems and equipment are prohibited. This list is meant to be illustrative, and not exhaustive:

- Display or transmission of sexually-explicit images, messages, graphic images, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others;
- Any illegal activity or violation of copyright laws, including the copying or distribution of copyrighted materials without the permission of the author;
- Transmissions containing confidential or proprietary information or trade secrets;
- Transmissions that are discriminatory, offensive, demeaning, intimidating, or insulting;
- Accessing, or attempting to access, the electronic communications of a co-worker without appropriate authorization from the co-worker;
- Using or aiding in the unauthorized use of another person's password;
- Harming or destroying software, data, files, or messages (other than editing or deleting information in the normal course of one's job duties);
- Installation or use of Authority-owned hardware or software for any use that is not Authority-related business;
- Installation or use of any unauthorized, unlicensed, or non-business hardware or software on a Authority computer;
- Reproducing any software for use on more than one of the Authority's computers unless authorized.
- Reproducing, transferring, downloading, modifying, deleting, or sharing licensed or non-licensed software with any business or for the employee's personal use;
- Installation of any software containing viruses; and
- Any deliberate attempt to penetrate the security system.



The Authority's Right to Monitor Communications Systems and Equipment – There should be no expectation of privacy when using Authority-owned communications systems and equipment. Management reserves the right to enter, search, intercept, and monitor employee communications equipment and files, with or without advance notice, in the normal course of business.

The Authority may choose to utilize a third party to record and/or monitor certain incoming and outgoing communications, for the purpose of internal investigations. Monitoring may also be utilized for tracking calls from prospective customers, and training employees on good customer service phone skills.

Any employee who is aware of a violation of this policy must notify the Business Manager.

H. Acceptable Use of Electronic Communications

The Authority provides various systems, services, facilities, equipment, materials, and other electronic assets to assist employees with achieving program objectives.

Without exception, each asset is:

- The property of the Authority – Any and all communications and technology assets discovered, developed, delivered or collected during business operations are the exclusive property of the Authority.
- Not private – Employees should not assume that communications that they send and receive by the Authority's e-mail system are personal or private. Employees should be aware that even deleted email and voice mail are recoverable.
- Limited – The e-mail system is intended for business use. The use of the Authority e-mail system to solicit fellow employees or distribute non-job-related information to fellow employees should be limited to program activities.
- Provided for business purposes – Although incidental and occasional personal use of the Authority's communication systems that does not interfere or conflict with productivity or the Authority's programs or violate policy is permitted, personal activities may be accessed, intercepted, recorded, monitored, and disclosed by Authority at any time, without notice.

The Communication and Technology policies apply to all the Authority systems, services, facilities, equipment, materials and other assets, including but not limited to:

- E-mail;
- Internet;
- Hardware, Equipment and Devices;
- Software;
- Network and Cloud Services;
- Facilities.

Employees do not have the right to read, recover transmissions or communicate through email or other electronic communication after employment separation. Employees should remember that email can be forwarded without the knowledge or permission of the sender. Important documents must be treated securely. Email can become corrupted in transmission and should not be relied upon as the only means of transmission.



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

I. Confidential Electronic Information

E-mail and Internet/Web access are not entirely secure. Others outside the Authority may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs identify which Authority, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask the Business Manager for guidance on securely exchanging e-mail or gathering information from sources such as the Internet.

All employees should safeguard the Authority's confidential information, as well as that of customers and others, from disclosure. Do not access new voice mail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

Email messages containing confidential information should include the following statement, in all capital letters, at the top of the message: CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.

The Authority may retrieve texts that contain any information about customers, business activities, management and Authority employees that are transmitted by, received from, or stored with the texting vendor.

The Confidentiality policy applies to texts. Employees should have no expectation of privacy in connection with the use of texting in transmission, receipt, or storage of Authority information.

J. Internet Use

As a growing Authority, we recognize the need to stay on the cutting edge of technology. The internet can be an important research tool. The Internet is intended for business use. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, should be kept to a minimum.

Employees may not use the Authority's internet connection for accessing streaming-data type applications such as non-business related video, audio sites or other media (i.e. entertainment downloads), including continuous music. These applications use a high amount of Internet bandwidth, and therefore, will slow access time of legitimate Internet business activity.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly. Employees learning of any misuse of the Internet shall notify a member of management. Violation of this policy may result in disciplinary action up to and including discharge.

K. Removal of Information

Employees are prohibited from deleting or removing electronic files, documents, or other information of any kind, in any form, from Authority premises unless permission has been obtained from the Business Manager.

Information resulting from the development or loss of programs, services, customers or the Authority Board



EMPLOYEE HANDBOOK

should remain confidential and Authority cannot be removed in any format. Employees cannot copy or remove any computer programs or other Authority owned or licensed media from Authority computers.





XI. PROPERTY AND PREMISES

A. Visitors

Employees may have an occasional visit from a friend or relative to the office, provided advance approval is obtained. Children and pets (unless to fulfill a reasonable accommodation) are not allowed to visit worksites without prior approval from the Business Manager.

All other visitors at worksites must be arranged ahead of time and approved. The Authority is authorized to turn away visitors, especially if safety is a concern.

B. Name Badges

All Authority field employees are required to have their Authority-issued name badges available for presentation any time they are making a service call to a customer's residence or business. Lost or damaged name badges are to be reported to a supervisor immediately.

C. Building Security

All Authority facilities are to be locked whenever they are left unattended. Facilities with burglar alarm systems must have the alarms armed when the facility is left unattended.

D. Smoke-Free Workplace

In Accordance with NYS laws, the Authority will maintain a smoke-free workplace environment that is responsive to the needs of all employees and visitors and is in compliance with state and local regulations. The use of tobacco (including electronic cigarettes and vaping) is prohibited throughout the entire workplace, including meeting rooms, private and non-private offices, hallways, and restrooms.

Employees who smoke or vape in prohibited areas are in violation of Authority policy and state law. Such employees may be subject to disciplinary action, up to and including termination.

E. Drug-Free Workplace

The Authority seeks to maintain a work environment that is safe for our employees, conducive to work standards that support an effective work force. To that end, and in accordance with appropriate legislation (the Drug-Free Workplace Act) the Authority prohibits the unlawful manufacture, distribution, possession, sale or use of illegal drugs, designer and synthetic drugs, prohibited drugs, and drug-related paraphernalia.

The Authority stands willing to assist in the resolution of problems associated with the use of alcohol and drugs and encourages employees to seek medical help by contacting their private physician. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in personnel records.

As applicable, the Authority shall notify the designated federal agency within 120 days after receiving notice from an employee, or law enforcement agency of a criminal drug statute conviction for a violation occurring on Authority property. Any employee convicted of a crime concerning the unlawful manufacture, distribution, possession, sale or use of illegal drugs, designer and synthetic drugs, prohibited drugs, or drug-related paraphernalia shall be required to promptly notify the Authority of such conviction. Any person convicted for the use, possession, or sale of illegal drugs on or off Authority owned premises will be subject to discipline up to and including termination of employment.



F. Employee Property

Employees should not bring valuables to work. If you decide to do so, all valuables should be kept in a secure location. The Authority assumes no responsibility for the loss, theft, or damage of employees' personal property.

G. Housekeeping

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use the kitchen, conference room, or restroom. Employees should refrain from posting any signs or slogans in view of others without first obtaining permission from your supervisor.

H. Damage, Malfunction and Disposal of Authority Property

Any damage or malfunction of any property belonging to the Authority must be immediately reported. This ensures the safety of all employees and efficient performance of our jobs. Employees may receive disciplinary action if their carelessness causes damage to any Authority or customer property.

Employees need to return all damaged and malfunctioning electronic equipment for proper disposal. Employees are not allowed to discard or dispose of the Authority's electronic equipment themselves.

I. Laptops, Desktops, Mobile Device Security

Where possible, employees must avoid leaving their laptops, desktops, tablets and cellphones unattended in an automobile. If you must do so temporarily, the device must be hidden from sight if possible, and vehicle locked.

Repeated damage to this equipment may result in the Authority seeking reimbursement from the employee for the replacement cost of the item. If an employee's laptop, desktop, tablet or cellphone is stolen, the employee may be responsible for the cost of replacing the item.

Violation of this policy may be grounds for disciplinary action up to and including termination of employment.

J. Authority Vehicles

All operators shall operate their equipment and vehicles in accordance with motor vehicle and traffic laws. All operators will be required to possess a valid NYS license to operate the equipment to which they are assigned.

All accidents involving Authority personnel, property or equipment must be reported to both the Authority and the police, and a police incident report shall be filed and a copy of the report shall be forwarded to the Authority for insurance record purposes.

Authority vehicles are also considered worksites. Smoking is not allowed in Authority vehicles.



Restrictions – The Authority uses the License Event Notification Service (LENS) to supply important information about the driving qualifications of its employees who are required to drive on behalf of the Authority. Employees must notify the Business Manager within 10 days of any citations, convictions, infractions or accident they are involved in, whether they are work related or not. An employee's driving record will affect access to Authority vehicles and may in some cases effect their ability to perform their job. Drivers will be classified and restricted as follows:

- Full Driver Privileges: This employee can use Authority vehicles as required by their job description.
- Restricted Driver: This employee is limited to using Authority vehicles for work only when a full driver is not available, to move Authority vehicles in the parking lot or emergencies.
- Non-Drivers: This employee is not allowed to use an Authority vehicle unless there is an extreme emergency, i.e. driving someone to the hospital.

K. Searches

The Authority may conduct random, routine, or reasonable suspicion searches of its premises for alcohol, drugs, missing property or for other legitimate business reasons. In order to ensure the safety and security of employees and customers, and to protect the Authority legitimate business interests, the Authority reserves the right to question and inspect or search any employee or other individual entering onto or leaving any of Authority premises.

The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, and shopping bags. These items are subject to inspection and search at any time, with or without prior notice. The Authority also may require employees while at worksites or on any Authority premises to agree to reasonable inspection of their personal property and/or persons.

The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages, turning out his or her pockets, or other similar procedures, in the presence of a representative of the Authority, typically a management employee of the same gender. The Authority will not tolerate any employee's refusal to cooperate in these procedures or to complete a search required by the Authority or its customers.

This includes searching any Authority computer, vehicle, building, office, warehouse, parking lot, desk, locker, file cabinet, stairwell, lunch room, closet or other areas, which are owned, leased, or controlled by the Authority or customers. The Authority may override any applicable passwords, codes, or locks in accordance with the best interests of the Authority, its employees, its customers or visitors. An employee's vehicle, bag, backpack, briefcase, purse, lunchbox or similar item is subject to being searched randomly, routinely or for reasonable suspicion if brought onto Authority premises. A police officer acting at the request of the Authority or customers may also conduct a personal search of an employee.

L. Suspicious Activity

Employees are required to report any suspicious activity witnessed at or near a water system facility, or which may in any way be perceived as being a potential threat to the public water supply. Employees who witness any such activity must report it to their supervisor immediately. Employees should take the time to note any particular features about people involved, as well as any license plate numbers or any other information which may be beneficial. Employees are instructed not to attempt to detain any individuals. Employees may be required to submit a written report on the event.



XII. HEALTH AND SAFETY

A. Health and Safety Guidelines

Employees are the Authority's greatest asset and we are concerned about their health and safety. Therefore, it is the Authority's policy and practice to do everything we can to protect our employees from injury and illness. Accident prevention shall always be considered of primary importance in all phases of operation and administration. Therefore, all operations must be planned to prevent accidents. To carry out this policy, the following rules will apply:

- All employees shall follow the safety practices and rules contained in this handbook and any additional safety manuals. All employees shall report unsafe conditions or practices to their supervisor or appropriate government agencies.
- The on-site supervisor will be responsible for implementing and enforcing all safety regulations necessary to maintain a safe workplace.
- Good housekeeping must be practiced at all times. Clean up waste and eliminate dangers in the worksite.
- Suitable clothing and footwear must be worn at all times. Personal protection equipment (hardhats, respirators, eye protectors, work boots...etc.) must be worn whenever needed. All employees will participate in applicable safety meetings.
- Anyone under the influence of intoxicating drugs or alcohol, including prescription drugs which might impair motor skills and judgment, will not be allowed on any job sites. No one will be permitted to work while the employee's ability or alertness is impaired by fatigue, illness, or other causes that might expose the employees or others to injury.
- Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well-being of other employees are prohibited.
- Work shall be well planned and supervised to avoid injuries in the handling of heavy materials and while using equipment.
- Consumption of alcohol, in any form, during working hours is not allowed. Violations will result in discipline, up to and including termination.
- Employees should be alert to see that all guards and other protective devices are in place and properly adjusted, and exceptions will be promptly reported to their supervisor.
- Employees shall not handle any electrical equipment, machinery, or air or water lines unless it is within the scope of their duties or if they have received specific training. Employees will not operate any machinery for which they have not been trained.
- All injuries will be reported to the employee's immediate supervisor so that arrangements can be made for medical or first aid treatment.
- When lifting heavy objects, use the large muscles of the leg instead of the smaller muscles of the back.
- Do not throw things, especially materials and equipment. Dispose of waste properly and carefully.
- Learn the location of fire extinguishers and how to use them.
- Smoking is not allowed on a work site, except for designated areas.
- Employees transporting either employees or materials must have an operator's license for the vehicle and be certified or trained in the operation of that vehicle.
- Vehicles must be in a good working condition, inspected regularly, and equipped with lamps, brakes, horns, mirrors, turn signals, and windshield in good working order.



B. Operation of Equipment

Supervisors are responsible for training employees regarding the proper use of equipment and maintenance procedures. Employees are prohibited from operating any equipment until they fully understand the correct operation and possible hazards involved. In addition, employees are responsible for informing their supervisor if they are not fully trained or if they have questions regarding training or any safety issue.

Safety Violations – Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Employee Suggestions – Employees who have ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or the Administrator.

Personal Protective Equipment – Required personal protective equipment is available from the employee's supervisor. Depending on job duties, employees may be required to routinely wear protective equipment such as gloves, protective eyewear, hard hat, reflective vest, respirator, etc.

C. Accidents & Injuries

Safety and accident prevention is a responsibility of both the Authority and its employees. The Authority is responsible for teaching safety, but only employees can practice safety. Each employee has a personal responsibility to prevent accidents, and your cooperation in detecting hazards and reporting dangerous conditions is a condition of employment. To do this, we must constantly be aware of conditions in all work areas that can lead to injuries. No employee is required to work at a job known to be unsafe or dangerous to their health. Inform your supervisor immediately of any situations beyond your ability or authority to correct. Employees will not be disciplined or suffer retaliation for reporting a safety violation in good faith.

You will be expected to observe safe practice rules and instructions relating to the efficient handling of your work. Observe the following procedures at all times:

- Incorporate safety into each job; no job is done efficiently unless it has been done safely.
- Know and observe all safety rules.
- Report all injuries and accidents immediately to your supervisor. Accidents and mishaps will be recorded and tracked by management, regardless of medical attention being required.
- Caution other workers when they perform unsafe acts.
- Ask questions when there is any doubt concerning safety.
- Report all unsafe conditions or equipment to your supervisor immediately.

Disciplinary action, up to and including termination may result from an employee's failure to adhere to the Authority's safety procedures and guidelines.



D. Medical Emergencies

In spite of conscientious application of safety rules and observance of the fundamentals of personal health, accidents or sudden illness can and do arise daily. The purpose of this policy is to make known the facilities available, responsible people, and the procedures to be followed to obtain emergency medical assistance.

- A medical emergency occurring to an employee or visitor at any site will be handled through the local Emergency Medical System by dialing 911.
- If an employee is injured or acquires a job related illness while at work, however slight, it is the employee's responsibility to report the incident to their supervisor and the Business Manager. Employees are requested to fill out an **Incident Report** and submit it to the Office within twenty-four (24) hours of the incident in question.
- File a claim with the Authority's Workers' Compensation insurance carrier in accordance with their submission instructions.
- In the case of emergencies involving the entire office, the Business Manager or Administrator must be notified immediately.

E. Accident Procedures

In case of an accident, employees should STOP WORK and take the following steps:

- Eliminate or isolate the immediate cause of the accident to prevent further injury;
- Obtain aid for the injured person. If the injury appears serious, dial 9-1-1 or other appropriate emergency assistance;
- Notify a supervisor immediately;
- Take steps to prevent a second accident;
- The supervisor and the injured employee must complete and submit any necessary accident reports as soon as possible.

F. Driving Safety

Unless absolutely unavoidable, cell phones and any mobile electronic devices are not to be used while driving a moving vehicle or operating moving machinery, as such distractions can cause accidents and injuries. If cell phones must be used during vehicle operation, a hands-free car kit must be utilized.

Employees should not make or receive telephone calls or texts while driving. Employees should let incoming calls go to their voicemail and then find a safe place to pull over and park before initiating a call.

Under no circumstances should employees use cell phones or mobile devices during adverse weather or difficult traffic conditions. The Authority takes this policy seriously. Any violations of this policy will subject employees to disciplinary action, up to and including termination of employment. Safe driving precautions include, but not limited to:

- Avoid distractions such as eating, applying makeup, paying too much attention to your radio/ audio players, or other distracting behavior.
- Do not drive if your ability to drive safely is impaired by the influence of medications or illness.



- If using a vehicle not your own (rental or otherwise), properly adjust the mirrors, seat and seat-belt.
- Texting while driving is prohibited. This applies to sending and receiving texts while driving.

G. First Aid Kits/Fire Emergencies/Fire Extinguishers

Since employees may work at various locations, it is important to ask for the designated areas of first aid kits and fire extinguishers located at each site. Employees should follow all building emergency procedures. All employees must evacuate the building at the sound of the alarm and stay outside until given authorization to return to work. You may exit the building or leave your post if you feel your safety is threatened. All emergencies should be reported to 911.

H. Hazardous Chemicals

An updated list of all hazardous chemicals used at a worksite will be conspicuously posted onsite. SDS sheets provide specific information on the chemicals used in the building.

If you handle chemicals in your position, your supervisor will train you in their proper use, storage, and labeling. The information contained in the SDS includes precautionary measures to take when using the product and what to do in case of exposure or medical emergency. Employees should know SDS contents before handling chemicals.

I. OSHA Guidelines

The goal of Federal Occupational Safety and Health Act (OSHA) and Public Employee Safety and Health (PESH) is to provide a safe work environment through education and elimination of unsafe working conditions. Every employee must follow appropriate OSHA guidelines as communicated by the Authority.



XIII. SEPARATION FROM EMPLOYMENT

A. Voluntary Separation

If you decide to leave your employment with the Authority, we ask that you give us at least two weeks written notice before the date of resignation or retirement is to be effective. When possible, a three-week notice is preferred for supervisors and managers. This will give us the opportunity to make the necessary adjustments in our operation. All notices of resignation must be provided in writing.

Employees are required to return all property owned by the Authority (e.g., uniforms, equipment, building keys, and any other Authority property, including their employee handbook) prior to their departure. The Authority retains the right to accept your resignation immediately and pay you the amount of straight time compensation during the notice period.

Providing the appropriate notice is noted favorably if the employee chooses to reapply for employment with the Authority at a later date.

B. Involuntary Separation

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the Authority reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by the Authority prior to your departure.

C. Temporary and Permanent Layoffs

The Authority may conduct temporary or permanent layoffs as outlined in the Collective Bargaining Agreement.

D. Policy for Paid Leave Upon Separation

An employee shall not receive authorization to use paid leave during the notice period, unless the paid leave has been previously approved prior to the employee providing his/her written notice of resignation.

Payment for the balance of accrued and unused paid leave shall be provided within 30 days, if applicable.

E. Continuation of Benefits (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) offers employees and their “qualified beneficiaries” the right to continue existing health insurance coverage at group rates under certain qualifying conditions as set forth below. The Health Insurance Portability and Accountability Act (HIPAA), which became effective January 1, 1997, has amended COBRA. Those eligible individuals who elect COBRA are responsible for the entire cost of the insurance premiums.

Eligibility – An individual is a “qualified beneficiary” if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee, the spouse of a covered employee, or a dependent of a covered employee. A child who is born to, or placed for adoption with, the covered employee during a period of COBRA coverage is also a qualified beneficiary.



Qualifying Events – The option to elect COBRA coverage must be taken at the time of termination of employment, reduction in hours, or change of dependent status, and is in effect for a period of 18, 29, or 36 months, depending upon any of the following qualifying events:

- An 18 month continuation is available to a qualified beneficiary in the event of the covered employee's termination of employment for any reason except gross misconduct, or the covered employee's loss of eligibility to participate due to reduced work hours.
- A 29 month continuation shall be available to a qualified beneficiary in the event that the qualified beneficiary is disabled, per a determination under the Social Security Act, or becomes disabled within the first 60 days of COBRA coverage. The qualified beneficiary must provide the plan administrator with notice of the disability within 60 days of the determination of the disability by Social Security and before the end of the original 18 month COBRA coverage period. The qualified beneficiary must notify the plan administrator of a determination by Social Security that the individual is no longer disabled within 30 calendar days of such determination.
- A 36 month continuation shall be available to a qualified beneficiary in the event of any one of the following:
 - A covered employee's death;
 - Divorce or legal separation from a covered employee;
 - A covered dependent's loss of eligibility to participate in the insurance plan due to the covered employee becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age 65; or
 - A covered dependent ceases to be a "dependent child" under the health insurance plan.

Limitations – In the event that an employee becomes covered by Medicare, but no loss of coverage results for the employee or the covered dependents, and a subsequent qualifying event occurs, the duration of coverage for all qualified beneficiaries will be 36 months from the date of the termination or reduction in hours. A qualified beneficiary may be covered under multiple qualifying events, but in no case will coverage be continued for more than 36 months.

Enrollment Information – The Authority's COBRA administrator will provide employees with enrollment forms and assist with the administrative and operational aspects of COBRA. Enrollment is not automatic. Employees must complete the necessary enrollment forms and return them to the COBRA administrator within the time indicated. If the COBRA administrator does not receive the required forms or premium payments by the date specified, the employee's health insurance coverage would cease.

Change in Beneficiary Status – Employees must notify the COBRA administrator within 60 calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the policy's age limitations or educational status requirements established by the insurance plan. The Authority is not responsible for errors in coverage resulting from lack of notification of such an event by an employee.

Termination of Coverage – Under COBRA, a qualified beneficiary's right to continuation of coverage terminates if the person becomes covered by another employer's health plan that does not limit or exclude coverage for the individual's pre-existing conditions. If the qualified beneficiary becomes covered by another group health plan and that plan contains a pre-existing condition limitation that affects the individual, the individual's COBRA continuation coverage cannot be terminated. However, if the other plan's pre-existing condition rules do not apply to the qualified beneficiary by reason of HIPAA's restrictions on pre-existing condition clauses, the group health plan may terminate the qualified beneficiary's COBRA coverage.



F. References

All reference requests should be directed to the Administrator. No other employee is authorized or permitted to release references for current or former employees. Employees should not post recommendations using social media for former employees.

G. Final Paycheck

An employee's final paycheck for all hours worked is provided on the next regularly scheduled payday after the employee's last day of work.





XIV. Clifton Park Water Authority HANDBOOK ACKNOWLEDGEMENTS

A. EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I hereby acknowledge I have received a copy of the Employee Handbook for the **Clifton Park Water Authority** outlining the benefits, rules and regulations of the Authority. I further acknowledge I will read the contents of the Handbook. I will contact the Business Manager with any questions and will abide by all policies.

I have a right to request and obtain a paper version of the Employee Handbook from the Business Manager at any time.

I understand the **Clifton Park Water Authority** reserves the right to change or terminate any of the policies, programs or benefits outlined in the Employee Handbook and may do so without prior notice. I understand the employee benefits, policies and rules in the Employee Handbook will remain in effect until I am notified of changes.

I understand that I may not reproduce or distribute the Employee Handbook in any manner or format.

The **Clifton Park Water Authority** follows a policy of "employment at will." Accordingly, this Employee Handbook is not intended to be a contract of employment or a warranty of benefits. The Authority's policy of at-will employment may be revised, deleted or superseded only by a written employment agreement signed by the Business Manager or designee that expressly revises, modifies, deletes or supersedes the policy of at-will employment.

I understand the **Clifton Park Water Authority** reserves the right to make a final interpretation of the terms and conditions of the policies set forth in this Handbook. I also acknowledge that, except for the policy of at-will employment, the Authority reserves the right to revise, delete and add to the provisions of the Employee Handbook.

I understand if I fail to follow any policy I may be terminated from employment. I understand that I may be suspended without pay during any investigation with which I am involved.

I acknowledge that I have received a copy of the Fair Treatment Policies, the Anti-Retaliation Policy and the Complaint Procedures for the **Clifton Park Water Authority**. I agree to read them thoroughly, and if there is any policy or provision in a policy I do not understand, I will seek clarification from the Business Manager.

I understand any questions I have should be directed to the Business Manager.

Print Employee Name

Employee Signature

Date

**B. ACKNOWLEDGMENT OF COMMUNICATIONS AND TECHNOLOGY POLICIES**

I acknowledge that I have received a copy of the Communications and Technology Policies for the **Clifton Park Water Authority**. The use of the Authority's technology is my consent to the provisions of use below and to the Authority accessing, intercepting, and monitoring of employee use of the Authority technology. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Business Manager.

In particular, I understand that

- the E-mail, Texting, Internet and Computer system and all information transmitted by, received from, or stored in that system are the property of the Authority,
- Email, Texting, Internet and other Computer systems are intended to be used only for business purposes. By using the Authority's technology systems, I understand that the **Clifton Park Water Authority** reserves the right to access, intercept, and monitor all information accessed, sent or terminated through the Authority's system,
- the Confidentiality policy, Fair Treatment and other policies apply to usage of Email, Texting, and the Internet and Computer systems.
- I understand that I may not use all work site Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. The **Clifton Park Water Authority's** policy prohibiting harassment, in its entirety, applies to the use of our electronic communications systems. I may not use electronic communications in a manner that may be construed by others as harassment or offensive based on race, color, sex, gender identity, age, national origin, disability, marital or domestic violence victim status, sexual orientation, transgender status, genetic predisposition or carrier status, military or veteran status, familial status, known relation or association with any member of a protected class, or any other protected class, or any other protected characteristic as established by federal or state law.
- I have no expectation of privacy in connection with the use of the E-mail, Texting, and the Internet or with the transmission, receipt, or storage of information in those systems. Employee acknowledges their consent that electronic communications may be monitored, intercepted or accessed by the Authority.

I understand any questions I have should be directed to the Business Manager.

Print Employee Name

Employee Signature

Date

**C. ACKNOWLEDGEMENT OF ANTI-DISCRIMINATION/ANTI-HARASSMENT POLICY**

I acknowledge that I have received a copy of the Authority's Anti-Discrimination/Anti-Harassment Policy. I agree to read it thoroughly, and agree that if there is any provision in the policy I do not understand, I will seek clarification from the Business Manager.

In particular, I understand that:

- The Authority is committed to maintaining a workplace free from sexual harassment,
- Sexual harassment is unlawful and subjects the employer to liability,
- Any possible sexual harassment will be investigated whenever management receives a complaint or otherwise knows of possible sexual harassment occurring,
- Those who engage in sexual harassment will be subject to disciplinary action,
- The policy against sexual harassment contains information explaining and defining sexual harassment and employees should understand what actions are available to them,
- Employees are encouraged to use the Authority's complaint form to report sexual harassment that they experience or know about,
- Employees know to whom they can complain about sexual harassment,
- We require employees to cooperate with management during any investigation of sexual harassment,
- We require all supervisory and management staff to report any complaint that they receive, or any harassment that they observe,
- Sexual harassment is considered a form of employee misconduct and sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow sexual harassment to continue,
- It is unlawful to retaliate against those who complain of sexual harassment or who testify or assist in any investigations or proceedings.

I understand any questions I have should be directed to the Business Manager.

Print Employee Name

Employee Signature

Date