

Agenda
Town Board Meeting
December 3, 2025
6:30 PM

1. Virtual Meeting Instructions - December 3, 2025

Documents:

[12-03-25 VIRTUAL MEETING INSTRUCTIONS.PDF](#)

2. Pledge Of Allegiance

3. Open Podium

4. Climate Smart Zoning Project - Colliers Engineering & Design

Documents:

[PROFESSIONAL SERVICES AGREEMENT W EXHIBITS AND ADDENDUM -
CLIMATE SMART ZONING PROJECT.PDF](#)

5. Highway Department - Highway Agreement - Release Of Funds

Brandywine Phase #1 & Phase #2

6. Highway Department - Highway Permit

Documents:

[HIGHWAY PERMIT - WINDSTREAM NY-KINETIC.PDF](#)

7. Set Public Hearing Date - Manlius Consolidated Lighting District #1 - December 17, 2025

Documents:

[N_LIGHT PROPOSAL RAVINE RD. MANLIUS LED D ROADWAY LIGHT .PDF](#)
[RAVINE RIDGE LIGHTING LAYOUT.PDF](#)
[MANLIUS CONSOLIDATED LIGHTING DISTRICT 1 -RAVINE RD - RESOLUTION
SET DATE PH.PDF](#)

8. Set Public Hearing Date - Manlius Consolidated Lighting District #2 - December 17, 2025

Documents:

[N_LIGHT PROPOSAL S. EAGLE VILLAGE. MANLIUS LED F ROADWAY
LIGHT .PDF](#)
[S EAGLE VILLAGE LAYOUT.PDF](#)
[MANLIUS CONSOLIDATED LIGHTING DISTRICT 2 -S EAGLE VILLAGE-PECK
HILL RD - RESOLUTION SET DATE PH.PDF](#)

9. Deer Management

10. Scanning Project - Avalon

Documents:

[TOWN OF MANLIUS_PHASE III 2026 ESTIMATE.PDF](#)

11. Employee Handbook

Documents:

[TOWN_OF_MANLIUS_HANDBOOK_UPDATED.PDF](#)

12. Budget Items

Documents:

[BUDGET ITEMS.PDF](#)

13. Approval Of Minutes - November 19, 2025

Documents:

[11-19-25 DRAFT.PDF](#)

14. Approval Of Abstract #23

Documents:

[ABSTRACT 23.PDF](#)

15. Adjournment



December 3, 2025 – 6:30PM

Town Board Virtual Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or enter the meeting URL web address as listed below.

<https://us02web.zoom.us/j/85986456584?pwd=ceqD0VraDKjWpCEzRnWJ8bWzDJZ3Ma.1>

Password to join when prompted:

Password: 627131

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 859 8645 6584

Press # again to skip the personal id and enter the password below followed by #

Password: **627131**

If this is your first time joining a ZOOM meeting you may practice using ZOOM meeting platform at <https://zoom.us/test>.

Professional Services Agreement

THIS AGREEMENT is entered into December __, 2025, by and between the Town of Manlius (Town) at 301 Brooklea Drive, Fayetteville, New York 13066, United States and COLLIERS ENGINEERING & DESIGN, INC. and its Affiliate Entities (Consultant) at 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733 for the following project:

Project CFA 137278 Climate Smart Zoning Project

WITNESSETH:

WHEREAS the Town and Consultant have agreed upon the consideration in an amount not to exceed \$118,800 for professional services rendered for the project hereby presented as Exhibit A.

WHEREAS the Town did authorize the Mayor and Town to enter into this written agreement at a regularly scheduled meeting of the Board on December 3, 2025.

NOW, THEREFORE, Consultant agrees to provide the professional services under the following terms and conditions.

1. The Town agrees to engage this Consultant and the Consultant agrees to perform the professional scope of services attached that shall be referred to as Exhibit A.
2. The Consultant shall perform all services to be performed hereunder or, in the event Consultant is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of New York
3. The total approved contract amount for the project is \$118,800. Notwithstanding anything contained herein this Agreement to the contrary, any amounts due in excess of \$118,800.00 must be explicitly agreed to in writing by the Town.

Vouchers or invoices may be rendered monthly for services performed.

Unless the Town contests a particular invoice, if the Town fails to make any payment due the Consultant for services or expenses within sixty days after receipt of a properly rendered statement, the amounts due the Consultant shall include a charge at the rate of 1-1/2 percent per month from said sixtieth day.

4. The Consultant shall secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Town, the Consultant and/or Consultant's associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the

performance of Consultant's services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. If requested, the Consultant shall provide Certificates of Insurance to the Town. Such certificates shall provide that the Town shall receive (10) days written notice prior to any cancellation or alteration of the policy limits.

The Consultant shall provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Consultant and/or Consultant's associated firm for claims which arise from the negligent performance of the Consultant pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

5. To the fullest extent permitted by law, Town shall indemnify, defend and hold harmless Consultant and its agents, officers, directors and employees, subcontracts or Consultants (herein for the remainder of this section collectively referred to as Consultant) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Consultant or any claims against Consultant arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Consultant is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Town agrees to defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Consultant which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Consultant. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Consultant of obligations under this Agreement.

6. The services called for in the contract shall be provided commencing on November __, 2025. Either the Town or Consultant can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Town Attorney and Consultant (Colliers Engineering & Design, Inc.) Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

7. In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable Consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgement and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Town from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

8. The Consultant agrees all plans, specifications, reports, and other documents ordered by the Town and submitted to the Town shall remain the property of the Town for use by the Town in current or future programs. Unless the Town directs otherwise, the Consultant shall provide one (1) electronic copy of all project drawings and associated work products. All work and direct charges shall be billed as herein provided.

9. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by Town or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk, with no liability or legal exposure to Consultant; and Town shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Town and Consultant.

10. Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.

11. This Agreement shall be governed by the laws of the State of New York .

12. Consultant shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, pandemics, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Town to furnish timely information or approval or disapproval of Consultant's services or work product, delays caused by faulty performance by the Town , or by acts of Government, which, in the reasonable opinion of Consultant, could not have been reasonably foreseen. Any such delay will entitle Consultant to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Consultant will notify Town of particulars in writing prior to incurring any such additional costs and the Parties acknowledge and agree that the Town shall not incur any such additional costs unless the Town explicitly agrees to such costs in writing.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Town. Should a stop work order be received from the Town before completion of the project or any task for reasons other than the fault of Consultant, additional fees may be required to restart the project.

[Signatures to follow]



Engineering
& Design

WITNESS OR ATTEST:

TOWN OF MANLIUS

Name

Name

WITNESS OR ATTEST:

COLLIERS ENGINEERING & DESIGN, INC.

Name

Name



Engineering
& Design

EXHIBIT A

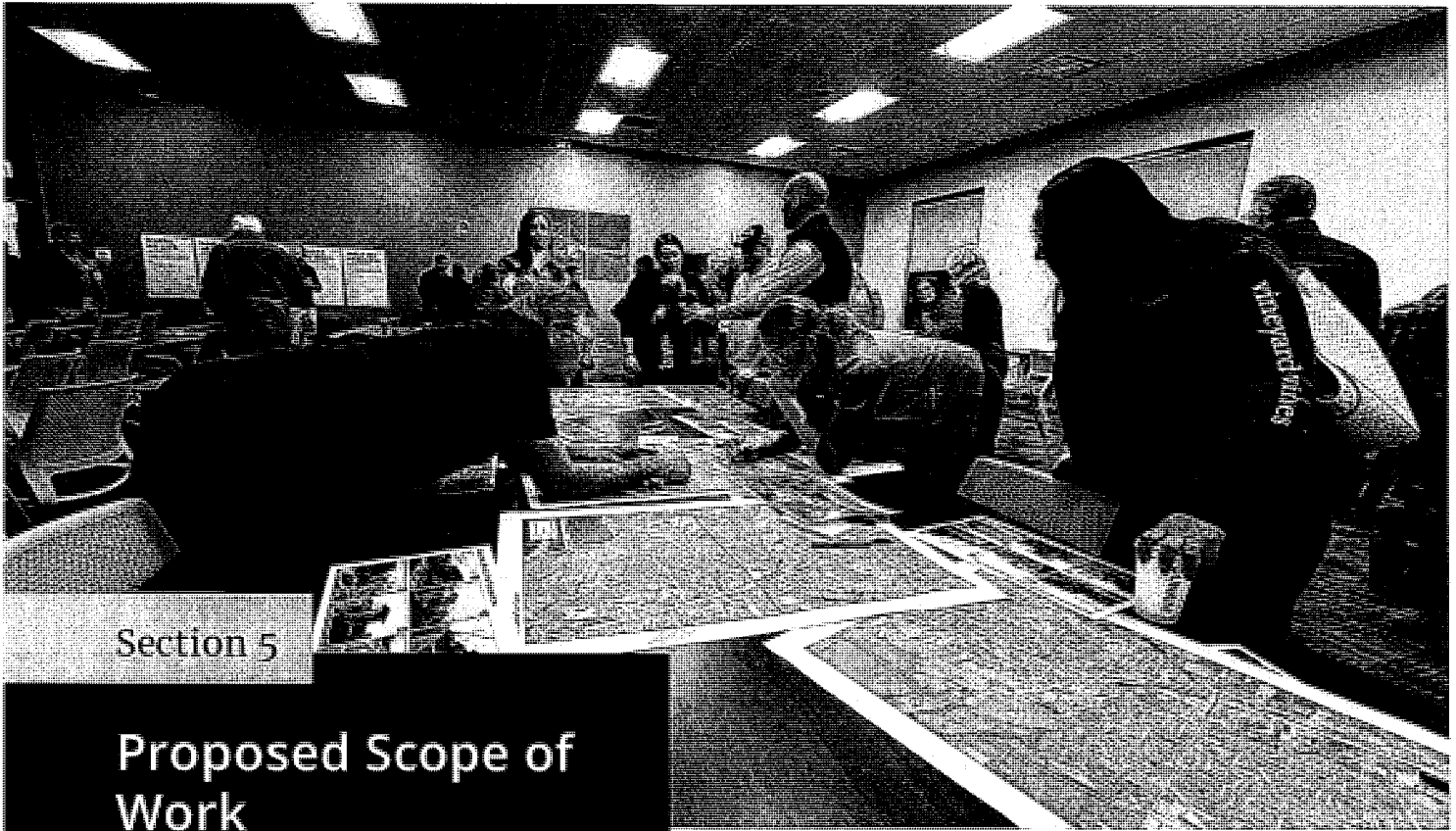
SCOPE OF SERVICES

Section 5

Proposed Scope of Work

"John's professionalism and skill in dealing respectfully with a wide variety of individuals with differing viewpoints and backgrounds was key to the successful completion of both [the Town's zoning law update and Farmland Protection Plan.]"

**David Woods, Former Planning Board Chair
Town of Geneseo**



Section 5

Proposed Scope of Work

Project Understanding

Over the past five years, the Town of Manlius has completed a series of planning efforts to enhance the quality of life that residents enjoy. These include:

- Completing its Comprehensive Plan and Climate Action Plan;
- Becoming a Climate Smart Community (Bronze Level);
- Being designated as a Clean Energy Community; and
- Achieving Pro-Housing Community status by NYS.

Our goal is to build on the momentum that these efforts have created.

We also understand that these documents and actions establish a strong vision for sustainable development practices and smart growth principles in the Town. Our team is skilled at translating policies into land use regulations while eliminating the negative impacts that outdated zoning approaches have had on creating a better sense of community and opportunity.

We have extensive experience with NYS Smart Growth Planning and Zoning Grant Program projects and are very familiar with the required work plans and reporting requirements. Current efforts being led by our team include:

- The Town of Bethlehem Zoning Code & Subdivision Updates
- City of Dunkirk Zoning Code Update
- City of Amsterdam Comprehensive Plan
- Village of Johnson City Comprehensive Plan
- Town of Webster Comprehensive Plan

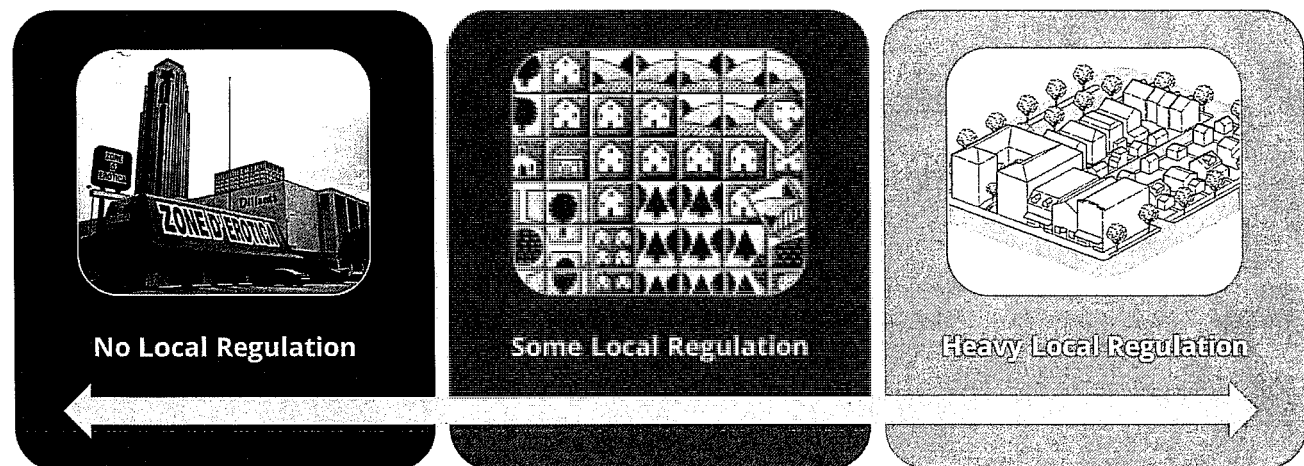
Project Approach

When it comes to planning and zoning efforts, there is no such thing as “one size fits all.” We understand the importance of tailoring plans and codes to address the unique conditions, concerns, and opportunities of each community. Our goal is to work “with” you, rather than “for” you, to create clear, concise, and implementable plans and codes that provide for the realization of your future development vision over time.

We understand the importance of “shaping” zoning to support the intent of the strategic action plan/ comprehensive plan. Your efforts to review and update your zoning code should be lauded as it is a critical step in ensuring your land use regulations reflect your future development vision for the community.

We have a strong understanding of a wide variety of zoning and regulatory tools that have been successfully implemented by communities of all levels of development, from rural to urban. By utilizing a hybrid approach, we are able to build upon the individual strengths of zoning types, such as form-based, Euclidean, performance, incentive, and overlays, to best suit the needs of our clients and result in positive change.

Our zoning projects are designed to deliver the level of control desired by a municipality, while encouraging investment that is compatible with desired community character. We are proud to be leading zoning and regulatory amendment processes that not only result in a greater understanding for all users of a code, but also a better, more sustainable built environment for all.



The level of control achievable through land use regulation exists on a spectrum and varies greatly from community to community. As part of this process, we will work with the Town to determine how much influence you currently have and what changes may be necessary to ensure you find the right level of control and balance of regulation appropriate for the Town of Manlius.

Scope of Work

We are confident that the tasks as outlined in this proposal will allow us to appropriately navigate the code revision process as it addresses three key elements we feel lead to a successful update effort:

1. Key Issue & Opportunity Identification;
2. Guided Draft Development; and
3. Community Feedback Loop.

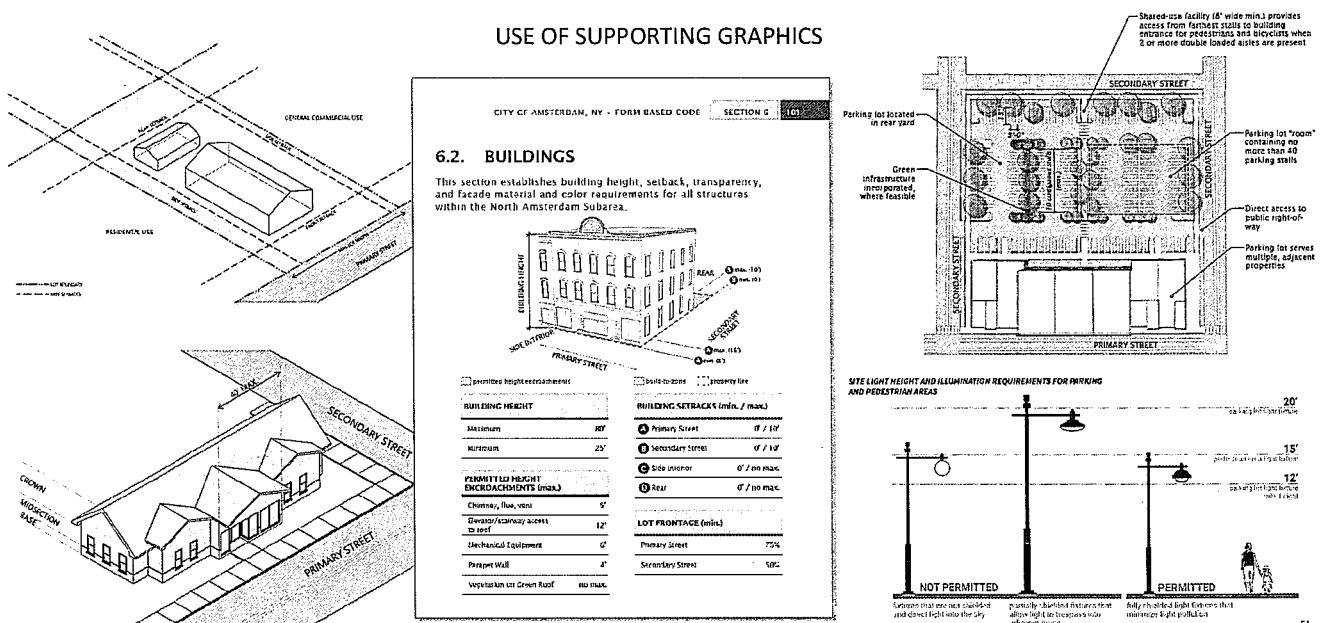
For a detailed list of deliverables to be provided throughout the course of the project, see the notes included in the project schedule.

Task 1. Project Initiation Meeting & Project Management

Our first meeting will be with Town officials to confirm the proposed scope and schedule. Also discussed in the meeting will be the preferred approach to project management, lines of communication, and an initial discussion of data and other information needs. We may schedule monthly check-in meetings with Town officials to discuss project progress or address any issues that may come up along the way. These meetings will be held virtually, unless otherwise coordinated between the Town and our team.

User-Friendly Format & Organization

USE OF SUPPORTING GRAPHICS



We rely on tables, flowcharts, and graphics to foster a better understanding of the code requirements to a wide range of users.

LAND USE REGULATIONS + SMART GROWTH

This process is an opportunity to directly incorporate smart growth policies into the Town's land use regulations. Our team has extensive experience crafting regulatory tools that support the Smart Growth Network's ten basic principles, which also align with the Town's future land use goals and plan recommendations. These include:

1. Mixing land uses.
2. Taking advantage of compact building design.
3. Creating a range of housing opportunities & choices.
4. Creating walkable neighborhoods.
5. Fostering attractive communities with a strong sense of place.
6. Preserving open space, farmland, natural beauty, & critical environmental areas.
7. Strengthening & directing development to existing infrastructure.
8. Providing a variety of transportation choices.
9. Making development decisions predictable, fair, & cost effective.
10. Encouraging stakeholder collaboration in development decisions.



Task 2. Zoning Advisory Committee (ZAC) Meetings

Our approach to this project will be based on a close working relationship with our team, Town officials, and a designated Zoning Advisory Committee (ZAC). The size and makeup of the ZAC membership is at the discretion of the Town. For a code update, we typically recommend including an elected official, review board member(s), code enforcement staff, and community representation. Our team would be happy to assist the Town with the identification of appropriate committee members as part of Task 1.

It is anticipated that the designated ZAC will be involved in the development of the draft code and will review all deliverables prior to their public release. As a result, it is critical that we form a strong working relationship with the ZAC. Effective communication will be imperative. The sequencing of tasks allows this working relationship to be established during our first ZAC meeting. Once established, it will foster better project coordination and ensure that there is a common understanding of the path forward.

We have proposed a total of seven (7) meetings with the ZAC, of which at least four (4) will be held virtually. For the specific timing of ZAC meetings and how they align with key project milestones, refer to the project schedule.

Task 3. Community Participation Plan & Project Webpage

One element required by the NYS DOS Smart Growth grant program is the completion of a Community Participation Plan (CPP). The CPP will identify the format, timing, and target audiences of all public outreach events, as well as the planned communication methods to be utilized throughout the project. To prevent duplication of effort and ensure a common understanding of responsibilities among Town officials and the consultant team, we will also outline preparation, facilitation, and management roles with respect to public engagement tasks and deliverables.

The CPP will outline a wide range of opportunities for community input. These will include both in-person and virtual tactics, which will allow for engagement beyond a single event, reaching a larger audience while still accommodating those less comfortable on digital platforms. The timing of each engagement tactic will align with key milestones in the project when sharing information and soliciting input is critical for shaping and revising the zoning code update.

Public outreach events and communication methods will also be coordinated with other ongoing Town efforts or events where feasible and appropriate. Specific engagement methods include:

- **Project Webpage** – This page will provide links to announcements, presentations and documents prepared during the planning process. It is anticipated the Town will create a project specific webpage on the existing Town of Manlius website. Our team will provide the Town with material needed to populate and maintain this webpage throughout the course of the project. This may include, but is not limited to, project information, graphics, draft documents, and topic area resources.
- **Public Information Meetings/Workshops** – At least two (2) public meetings. See Task 5 of this scope for details.
- **Stakeholder Meetings** – Up to three (3) stakeholder meetings. See Task 4 of this scope details.
- **Public Hearing** – One (1) public hearing. See Task 8 of this scope for details.
- **Communication Materials** – Unless otherwise noted in this scope of service, our team will prepare all necessary advertising material, such as print ads, press releases, social media posts, and email invitations for planned public engagement events.



Task 4. Community Tour & Stakeholder Interviews

Community Tour

At the project start, our team will tour the Town with guidance from Town officials and/or ZAC members, visiting key sites, environmental features, hamlets, and other focus areas to get a sense of community character, land use, and development issues and opportunities at the ground level. During this tour our team will take photos of relevant buildings and properties for reference throughout the project.



Stakeholder Interviews

We will work with the ZAC to identify the key stakeholder groups to be engaged, such as residents, farm operators, landowners, business owners, Town Department heads, review board members, and other interest group representatives. These interviews will be held on the day of our community tour, our team will also set up meetings with local stakeholder groups to facilitate targeted discussions by topic area and interest. Virtual meetings or calls will be scheduled for those unable to meet during the day of our visit.



Task 5. Public Engagement Methods

We recommend conducting public meetings and surveys at two key stages of the project: 1) At project kick-off; and 2) Prior to formal consideration of the Draft Zoning Code by the Town Board. The anticipated timing of these meetings is outlined below and shown on the project schedule.

Public Kick-Off Meeting

A public kick-off meeting is a way to introduce the project, allow for participation at the earliest stages of the planning effort, and encourage residents to stay involved throughout the process. Our team will lead the preparation and facilitation of the public kick-off meeting. The exact format, agenda, and content will be determined based on input from Town officials and the ZAC, but we suggest the following elements:

- Overview of project process, timeline, and scope;
- Presentation of foundational zoning elements and primer on land use regulation sustainable development principles;
- Facilitation of an online survey
- Coordination of discussions, activity stations, or brainstorming sessions.

The public kick-off meeting will be held on the same day as or in tandem with the first ZAC meeting as the information presented and activities to be conducted will serve both audiences.

Conducting these meetings at the same time will also help reduce any potential budget or schedule limitations. With this time and budget savings, our team will also be able to launch an online version of the community survey, at the same time to allow for increased information sharing and participation in the weeks following the public kick-off meeting.

Community Survey

A community survey launched early in the process will help to solicit input on key land use issues and opportunities as well as community development preferences and priorities. Our team will help craft the most appropriate content and format for the survey. Some platform options include traditional written survey instruments, as well as surveys hosted on project webpages and social media. We find visual community preference surveys and/or interactive mapping provide great value to planning and zoning efforts. Presented in an engaging manner, these tools allow for the public to gain an understanding of the scope of the effort, while providing feedback on desirable future development character and site specific considerations.

Town Board Presentation(s) & Updates

During the draft zoning code development stage, it is anticipated that ZAC members will provide an update on project progress to the Town Board at one or more of their regularly scheduled meetings. Our team will provide the ZAC and Town officials with all presentation materials and deliverables necessary to conduct these updates. A member of our team may be available to attend the meeting virtually, if desired.

Public Workshop

Once the Draft Zoning Code and Map from Task 7 of this scope is prepared and posted for public review, our team will be responsible for the preparation and facilitation of a public workshop. The public workshop will allow community members to review the drafts in a setting that encourages dialogue and questions to learn more about the updated regulations in a relaxed and informal manner.

We anticipate developing several presentation boards as well as interactive activities to allow the community to provide direct input on the code and map. However, the ultimate timing, format, and presentation method of the workshop will be determined based on conversations with Town officials and the ZAC.

Task 6. Local Regulations Assessment & Recommendations Report

Our team will prepare an Assessment and Recommendations Report as a written summary of information gained in previous tasks. The purpose of this report will be to:

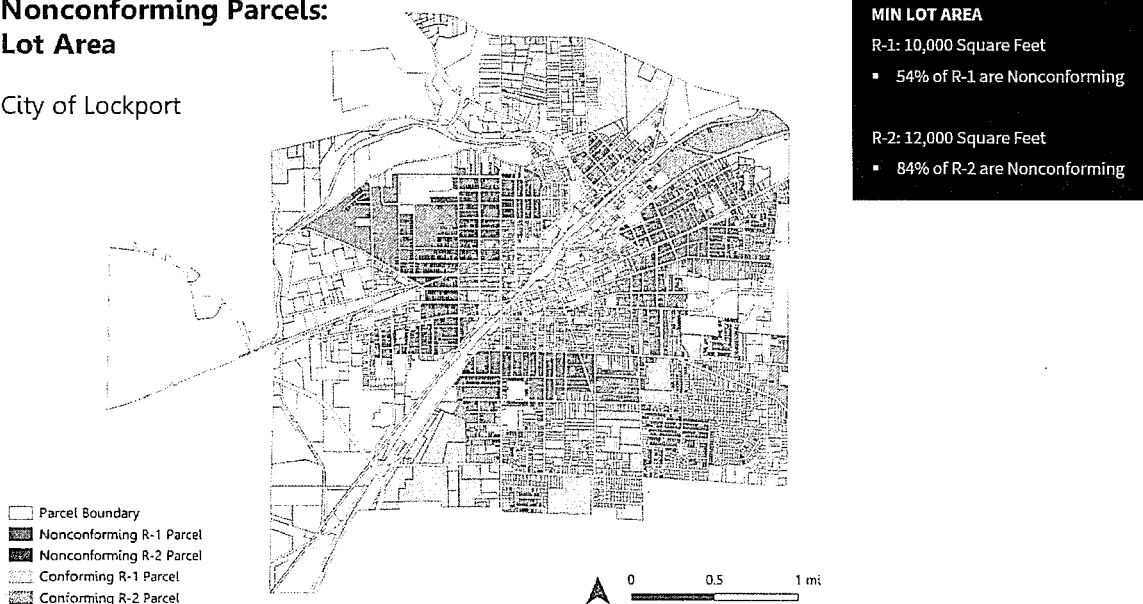
1. Summarize key land use implications from previous planning documents;
2. Provide context to the DOS Smart Growth principles as they relate to land use regulations;
3. Foster a common understanding of existing code issues and opportunities; and
4. Outline code amendment recommendations.

As part of the report, we will conduct a parcel analysis, identifying areas where the current code may not align with existing development patterns. For example, many communities have lot size requirements that create nonconforming lots. To understand community character, we will also assess the arrangement and pattern of land uses, such as residential densities. These analysis efforts will help identify necessary use, bulk, and dimensional requirement adjustments to reduce nonconformities and support the preservation of existing neighborhood character, where desired.

Example Parcel Analysis

Nonconforming Parcels: Lot Area

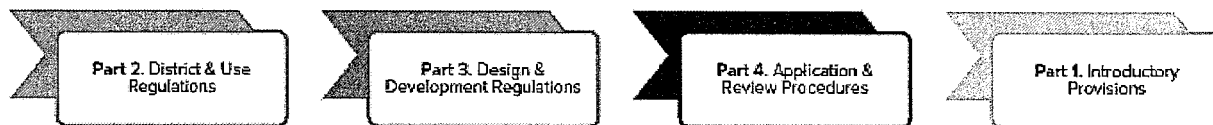
City of Lockport



The final section of the report will provide a preliminary outline of anticipated code revisions that will serve as a guide for Task 7 (Draft Code Regulations). Included in the report outline is the notation of all existing provisions, demonstrating how they may be reorganized and amended to better serve the Town. The Local Regulations Assessment and Recommendations Report will be reviewed and discussed at the second ZAC meeting.

Task 7. Draft Zoning Code Regulations

We typically approach the reorganization and revision of zoning sections under four main topic areas or parts as shown in the graphic below.



These parts are categorized to ensure all relevant regulatory provisions are easy to find and the overall code is easier to navigate. We recommend working through the code revisions beginning with Parts 2 and 3 as the content of those sections direct the necessary updates and revisions to Parts 1 and 4. For example, we won't know the extent of revisions needed to the code definitions in Part 1 until the bulk of the revised zoning code has been developed.

Preliminary District & Use Regulations

Utilizing the input from the public, stakeholders, Town officials, and ZAC in the previous tasks, as well as the recommendations of the Code Assessment, our team will prepare a preliminary draft of the revised zoning district framework. The proposed amendments to the districts and map will be dependent on the information obtained in previous tasks, but code elements typically reviewed and revised include:

- Base, Overlay, & Special Purpose Districts
- Permitted & Specially Permitted Uses
- Bulk & Dimensional Regulations
- Specified or Additional Use Requirements
- District Boundary Adjustments (zoning map revisions)

The preliminary district and use regulations are anticipated to be reviewed and discussed at the third and fourth ZAC meetings.

Preliminary Design & Development Regulations

Once the Preliminary District & Use Regulations are set, our team will provide updated development regulations for ZAC review. Based upon our experience, typical design and development regulations addressed include:

- Nonresidential Building & Site Design Requirements
- Landscaping & Screening Standards
- Off-Street Parking, Loading & Access Management Regulations
- Natural Resource Protections

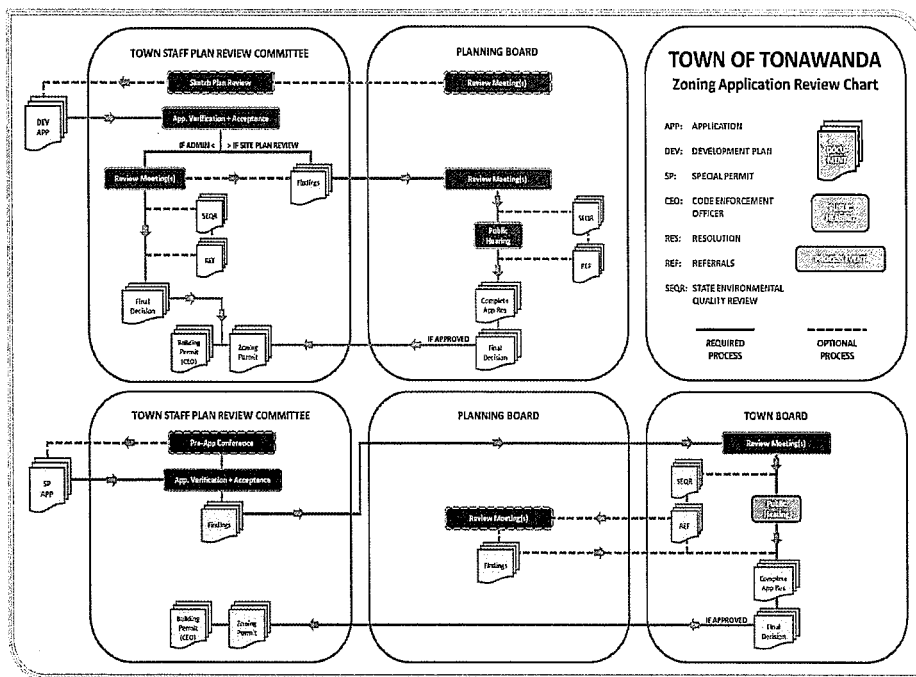
Due to the detailed nature of the development regulation sections, the review and discussion of draft material will be spread over the fifth and sixth ZAC meetings.

Preliminary Administrative & Review Procedures

It is unclear at this time how much effort will be required to update the administrative sections of the Town's zoning code. The results of the code assessment memo will help to inform much of this portion of the update. At a minimum, we anticipate working with the ZAC to identify opportunities to streamline the review process and clarify administration and enforcement provisions, including but not limited to:

- General Application Requirements
- Site Plan, Special Use Permit, & Other Relevant Development Review Processes
- Review Board Roles, Procedures, & Decision Criteria
- Nonconformities & Violations
- Definitions

Once the Preliminary Administrative and Review Procedures are drafted, they will be provided to the ZAC for their review. We will discuss this draft at our seventh meeting.



Our team can assist the Town with streamlining and visualizing review procedures with flowcharts like the example at left.

Draft Zoning Code & Map

For this task, we will compile all updated zoning code sections to form the first draft of the zoning code and map. Any further edits directed by the ZAC or Town staff will be incorporated into the document prior to being made available to the public for review and comment at the Public Workshop (outlined in Task 5).

Task 8. Review & Approval Process

SEQRA Compliance

We will assist with the completion of a full Environmental Assessment Form (EAF) as required by SEQRA. If determined to be necessary by the Town, our team can prepare a Generic Environmental Impact Statement (GEIS) for an additional fee.

County Planning Board Referral

The project team will prepare all materials necessary for the county referral process and work with the Town to ensure all steps are completed according to County policy and NYS General Municipal Law (GML) Section 239-m.

Public Hearing

Our team will attend and facilitate one (1) public hearing held by the Town Board. The level of detail presented and format of meeting materials will be adjusted to suit the Board's preferences. The preparation of all notices and advertising of the public hearing will be the responsibility of the Town as required by NYS Law. Our team will rely on the Town Attorney to prepare the necessary local law for adoption of the code amendment to be consistent with Town procedure. We can provide guidance on specific language for the notices and/or local law, as necessary.

Final Zoning Code & Map

Once adopted, we will provide the Town with a clean version of the final Zoning Code and Map, along with all supporting document source files, graphics, and GIS data.

Project Schedule

Colliers Engineering & Design anticipates completing the scope of this project in as little as 16 months. This schedule may be considered flexible and subject to change depending on the Town of Manlius' needs.

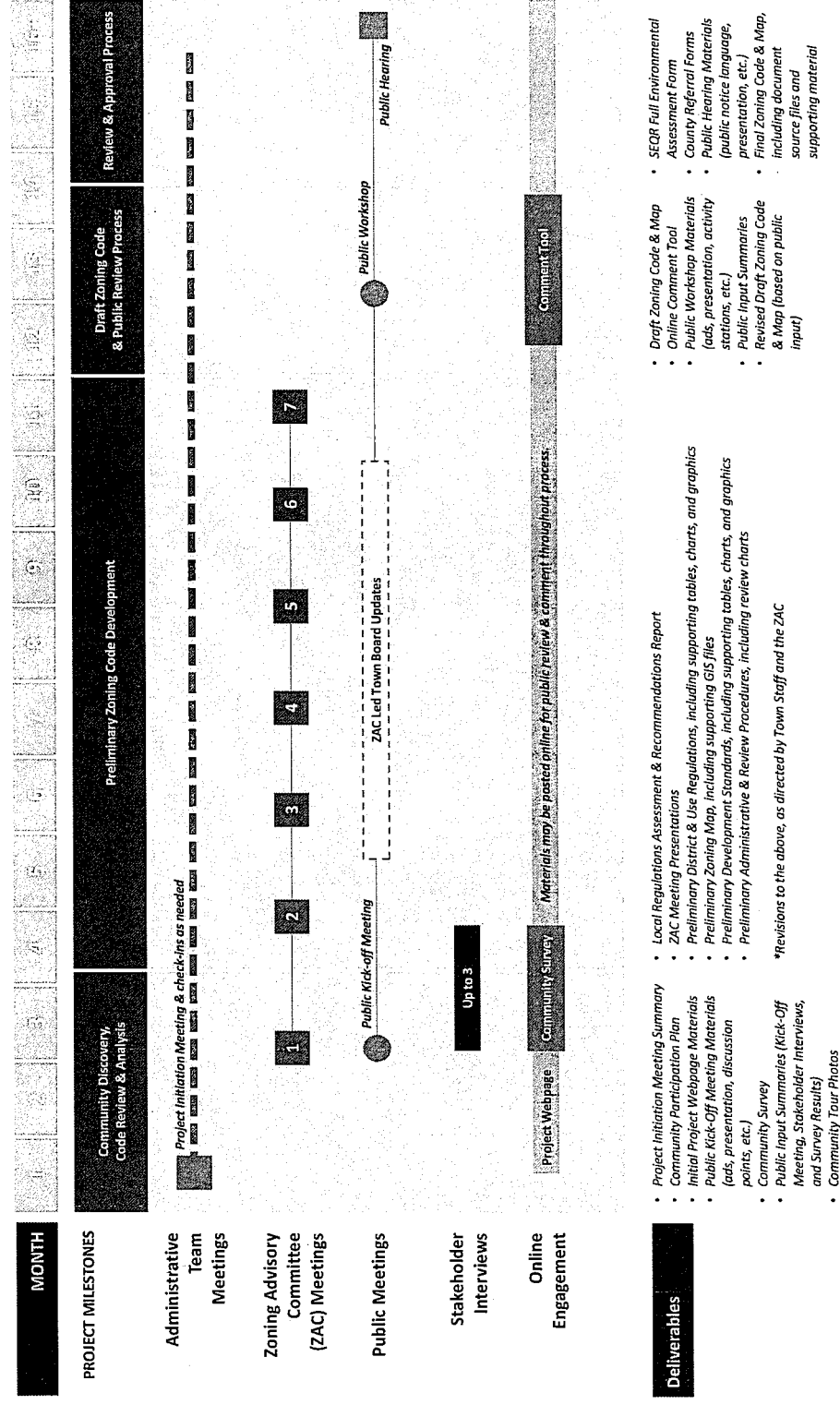


EXHIBIT B

PAYMENT PROVISIONS

Section 6

Cost Proposal

Budget

Technical Assumptions:

1. At least four (4) ZAC meetings will be held virtually.
2. The Public Kick-Off Meeting & Public Workshop in Task 5 will be held in person, unless otherwise directed by the Town.
3. SEQR in Task 8 includes the completion of a Full Environmental Assessment Form (EAF). The completion of an Environmental Impact Statement is not included.
4. Task 8 includes one (1) Public Hearing, which the consultant team will attend in-person.
5. The consultant team will make one (1) round of revisions for each deliverable.
6. Sustainable Planning Design will fulfill the 30% DBE goal. We propose a 30% WBE utilization, based on the grant awarded of \$108,000 rather than split the goal between a WBE and an MBE

	Principal Planner	Project Manager / Assistant	Planners	Sustainability / Designers	SPD (WBE)
	Steinmetz	Gaidioso, Darcy	Playford, Kimber	Petti, Quigley	Harrington
Task 1: Project Initiation Meeting & Project Management	2	16	0	0	2
Task 2: Zoning Advisory Committee (ZAC) Meetings	14	20	14	0	8
Task 3: Community Participation Plan & Project Webpage	0	12	12	0	18
Task 4: Community Tour & Stakeholder Interviews					
Community Tour	4	8	4	0	8
Stakeholder Interviews (up to 3)	2	8	8	0	6
Task 5: Public Engagement Methods					
Public Kick-Off Meeting	6	14	24	0	8
Community Survey	0	6	0	0	32
Public Workshop	6	20	26	0	8
Task 6: Local Regulations Assessment & Recommendations Report	0	16	30	8	28
Task 7: Draft Zoning Code Regulations					
Preliminary District & Use Regulations	2	18	28	8	20
Preliminary Development Regulations	2	24	28	22	20
Preliminary Administrative & Review Procedures	2	16	22	0	12
Draft Zoning Code & Map	2	18	16	8	20
Task 8: Review & Approval Process	4	12	2	0	20
Hours Subtotal (per team member)	46	208	214	46	210
Team Member Hourly Rate (blended rates for Planners/Designers)	\$240	\$180	\$135	\$155	\$155
Fee Subtotal (per team member)	\$11,040	\$37,440	\$28,890	\$7,130	\$32,550
				Subtotal Expenses	\$117,050
					\$1,750
					PROJECT TOTAL
					\$118,800

ADDENDUM

THIS ADDENDUM (this "Addendum") is made and entered into as of the ____ day of November, 2025, by and between the **TOWN OF MANLIUS** (the "Town") and **COLLIERS ENGINEERING AND DESIGN**, Architecture, Landscape Architecture, Surveying CT, P.C. (the "Consultant", and, collectively with the Town, the "Parties").

WITNESSETH:

WHEREAS, Consultant is proposing a scope of work being more particularly described in that certain professional services agreement between the Parties of even date herewith (the "Professional Services Agreement", and, in conjunction with the Addendum, the "Agreement"); and

WHEREAS, it is necessary for Consultant to agree to specific terms as set forth more fully herein.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Defense, Indemnification, and Hold Harmless.

(a) To the fullest extent permitted by law, Consultant shall indemnify, and hold harmless the Town and any person for whose acts or omissions Town is legally responsible (Town's Person) against and from:

- Any claim that Town or Town's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused to the extent in whole or in part by the negligent conduct of Consultant or any person for whose acts or omissions Consultant is legally responsible (Consultant's Person) or any sub-Consultant of Consultant (Consultant's Sub-Consultant) or any person for whose acts or omissions Consultant's Sub-Consultant is legally responsible (Sub-Consultant's Person);
- Any reasonable and necessary expense, cost, or fee, including attorney's fees, incurred by the Town in Town's defending Town or Town's Person against or incident to any claim that Town or Town's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused to the extent in whole or in part by the negligent conduct of Consultant or Consultant's Person or Consultant's Sub-Consultant or Sub-Consultant's Person; and
- Any damages for which Town or Town's Person is legally liable arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused to the extent in whole or in part by the negligent conduct of Consultant or Consultant's Person or Consultant's Sub-Consultant or Sub-Consultant's Person.

2. Assignment. Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Consultant's right, title, or interest in this Agreement, or Consultant's power to execute this Agreement, to any other person or entity without the previous consent in writing of the Town.

3. Independent Consultant. Consultant is an independent Consultant. Neither Consultant, nor Consultant's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the Town.

4. No Partnership or Joint Venture. Nothing contained herein is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between Town and Consultant.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Consultant consents to such jurisdiction. The Parties do not agree to arbitration.

6. Non-Waiver. A failure by either party to take action with respect to any default or violation of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

7. Modifications. Except as otherwise specified herein, the Agreement represents the entire and integrated agreement between Town and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. The Agreement may be amended only by a writing signed by Town and Consultant.

8. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Clauses Required By Law. Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

10. Notices. Any notices or other communication required or permitted hereunder shall be sufficiently given if in writing and sent by certified United States mail, return receipt requested, or via overnight carrier, with all expenses of delivery prepaid, addressed as follows:

If to Town: Town of Manlius
 301 Brooklea Drive

Manlius, New York 13066

With a copy via email
to Town's counsel:

Joe Frateschi, Esq.
333 W. Washington Street, Suite 200
Syracuse, New York 13202
Email: jfrateschi@harrisbeachmurtha.com

If to Consultant:

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument, without affecting the validity hereof, and facsimile and/or PDF signatures shall be deemed originals for all purposes hereunder.

12. Supplement. This Addendum is intended to supplement the Consulting Agreement. To the extent that this Addendum and the Consulting Agreement contradict one another, this Addendum shall control.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates written below.

TOWN OF MANLIUS

By: _____
Name: _____
Title: _____

Dated: _____

COLLIERS ENGINEERING AND DESIGN, , Architecture, Landscape Architecture,
Surveying CT, P.C.

By: _____
Name: _____
Title: _____

Dated: _____

Town of Manlius Highway Permit
Permit Issued Under Section 149 of the Highway Law

The undersigned, the Town Superintendent of the Highways of the Town of Manlius, County of Onondaga, upon the written application of Windstream New York / Kinetic dated on the 20 day of November, 2025, and filed with him/her, as provided by Section 149 of the Highway Law, hereby grants permission to said applicant to

Kinetic is proposing to install 40' of fiber optic cable by direct buried. Please see the attached prints for location and details

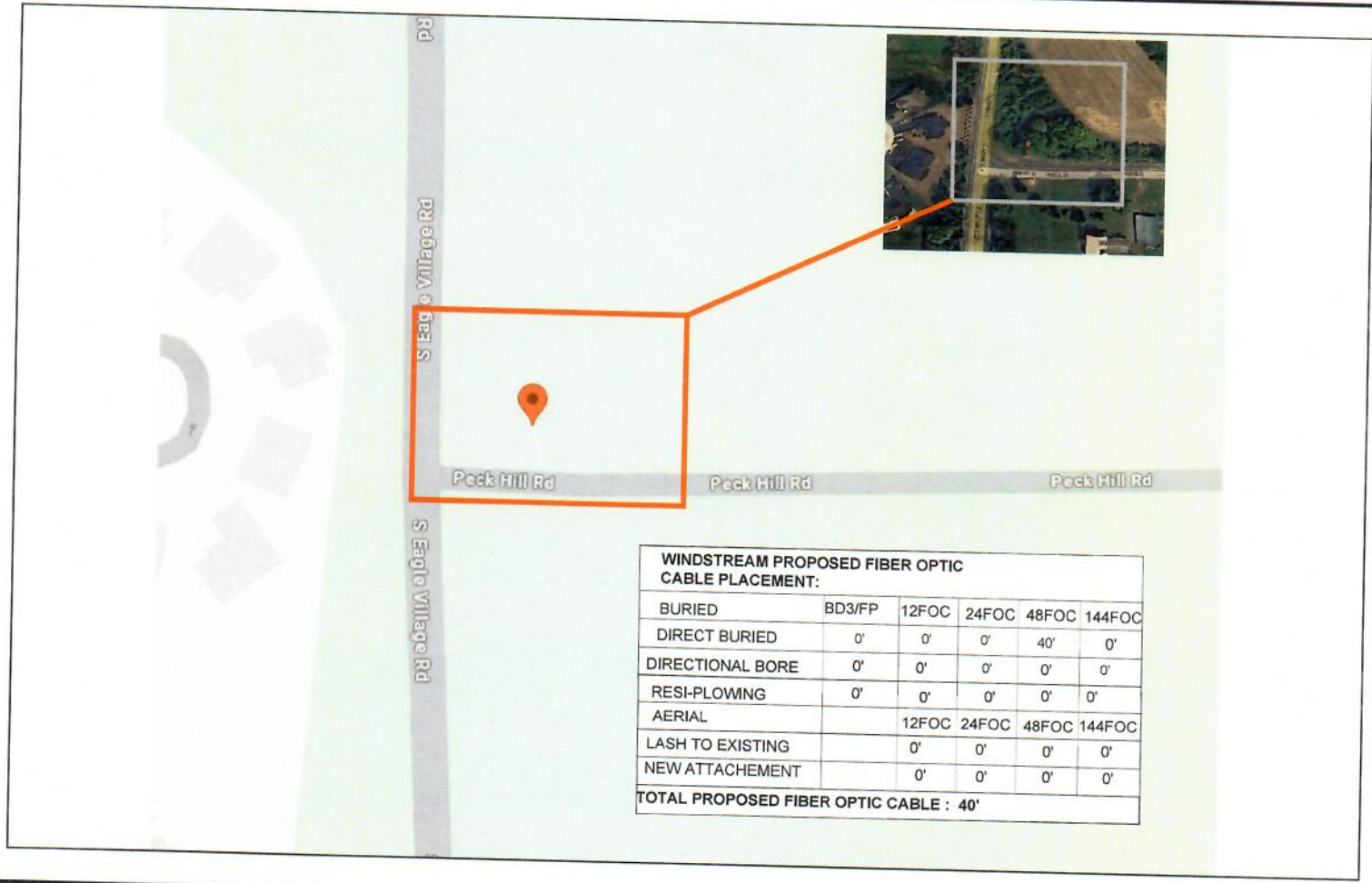
This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the highway, and upon notice by the Town Superintendent, agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon failure of the applicant to make such repairs, they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants and appurtenances.
3. The drainage, sewer or water pipes or appurtenances which are laid under this permit shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.
4. That such drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway and that portion of the trench which passes under the pavement shall be bored or pipe-driven and in no case shall the pavement be disturbed. Upon the completion of the work, the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent.
5. It is agreed by the applicant that any injury or disturbance of the pavement portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The applicant shall erect and maintain suitable guard rails or barricades around all trenches while work is in progress for the protection of the public, and they shall be suitably lighted by red lights at night. The work shall be carried on in such manner that not more than 500 feet of trench in earth remains open at the end of the day's work.
7. Traffic shall be maintained by the applicant on this section of the highway while the work is in progress and until its final completion.
8. The said Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes or hydrants, or other appurtenances, which may have been placed in the highway under this permit.
9. If the road upon which this permit is issued is at the time of the issuance a Town highway, and should it be thereafter improved as a State highway or County road, or by any municipality, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Superintendent of Public Works or the County Superintendent of Highways as the case may be.
10. The undersigned applicant agrees to accept full responsibility and liability because of said work and further agrees to save the Town of Manlius and the County of Onondaga free from any and all responsibility and liability thereof.

Dated this 11-24-2025

Day of


Town Highway Superintendent



WINDSTREAM PROPOSED FIBER OPTIC CABLE PLACEMENT:					
BURIED	BD3/FP	12FOC	24FOC	48FOC	144FOC
DIRECT BURIED	0'	0'	0'	40'	0'
DIRECTIONAL BORE	0'	0'	0'	0'	0'
RESI-PLOWING	0'	0'	0'	0'	0'
AERIAL		12FOC	24FOC	48FOC	144FOC
LASH TO EXISTING		0'	0'	0'	0'
NEW ATTACHEMENT		0'	0'	0'	0'
TOTAL PROPOSED FIBER OPTIC CABLE : 40'					

LEGEND

FDH



BURIED FIBER PATH



AERIAL FIBER PATH



MAIN FIBER DUCT



SERVICE DROP DUCT



BORE



PROPOSED CONDUIT



EXISTING CONDUIT



EXISTING POLES



CHARLES PED (BD4M)



WINDSTREAM OPERATIONS SPLICE POINT



CHANNEL 10" FLOWPOT



CHANNEL 6" FLOWPOT



EXISTING TERMINAL



DRAINAGE CULVERT



UTILITY POLE



BORE PIT



ROAD BORE (1.25 INCH DUCT)



DRIVEWAY BORE (BM61 DRY BORE)



VALVE



EXISTING PEDESTAL



WATER METER



FIRE HYDRANT



SIGN



STORMDRAIN MANHOLE



TELCO MARKER



OVERLASH SYMBOL



PROPOSED TERMINAL



POWER POLE



COMPANY POLE



COMPANY JOINTUSE POLE



ELECTRIC JOINTUSE POLE



HANDHOLE



MANHOLE



MAILBOX



WATER VALVE



STORM DRAIN INLET



STREET LIGHT



BUSH



POWER METER



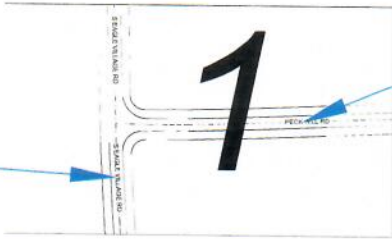
CABINET



TREE TRIM



S EAGLE VILLAGE RD



PECK HILL RD



Bradley D. Smith
Consumer Representative
Sales Support

October 27th 2025

Mr. John Deer, Supervisor
Town of Manlius
301 Brooklea Dr.
Fayetteville, NY 13066

Dear Mr. Deer:

Thank you for the opportunity to provide a lighting proposal for the Ravine Rd development.

It is my recommendation to install one (1) Roadway D LED on a national grid owned pole. As shown on the sketch.

The estimated annual cost for the overhead lighting fixture and pole is \$129.72.

If this price quotation is approved, please provide me with written authorization and I will commence construction.

Best regards,

Bradley Smith
Bradley Smith
Consumer Representative



DESCRIPTION:



05/05/2025

**IN THE MATTER
OF
INCREASING OR IMPROVING OF
FACILITIES OF MANLIUS
CONSOLIDATED LIGHTING DISTRICT
#1 PURSUANT TO ARTICLE 12 OF THE
TOWN LAW**

**RESOLUTION CALLING FOR
A PUBLIC HEARING IN THE
MATTER OF INCREASING
OR IMPROVING OF
FACILITIES OF MANLIUS
CONSOLIDATED LIGHTING
DISTRICT #1 PURSUANT TO
ARTICLE 12 OF THE TOWN
LAW**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the 3rd of December 2025, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
Michael Nesci	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

WHEREAS, the Town has previously established MANLIUS CONSOLIDATED LIGHTING DISTRICT #1 pursuant to Town Law (the “**Lighting District**”); and

WHEREAS, a letter has been received from National Grid to provide a street light (the “Improvement”) at the corner of Ravine Road and High Bridge Road, which, area is within the Lighting District; and

WHEREAS, the estimated cost of the Improvement is \$129.86 annually.

NOW, THEREFORE, BE IT

ORDERED, that the Town Board shall meet at the Manlius Town Hall, 301 Brooklea Drive, Fayetteville, New York, on the 17th day of December 2025, at 6:31 p.m., for the purpose of conducting a public hearing on the proposal for the Improvement, at which time and place all persons interested in the subject thereof may be heard concerning the same; and it is further

ORDERED, that the Town Clerk is hereby authorized and directed to publish a notice in the time and manner required by law.

I, CARRIE GREVELDING, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 3rd day of December, 2025; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 3rd day of December, 2025.

DATED: December 3, 2025
Fayetteville, New York

Carrie Grevelding
Town Clerk of the Town of Manlius
Onondaga County, New York



Bradley D. Smith
Consumer Representative
Sales Support

October 27th, 2025

Mr. John Deer, Supervisor
Town of Manlius
301 Brooklea Dr.
Fayetteville, NY 13066

Dear Mr. Deer:

Thank you for the opportunity to provide a lighting proposal for the corner of S Eagle Village and Peck Hill Rd.

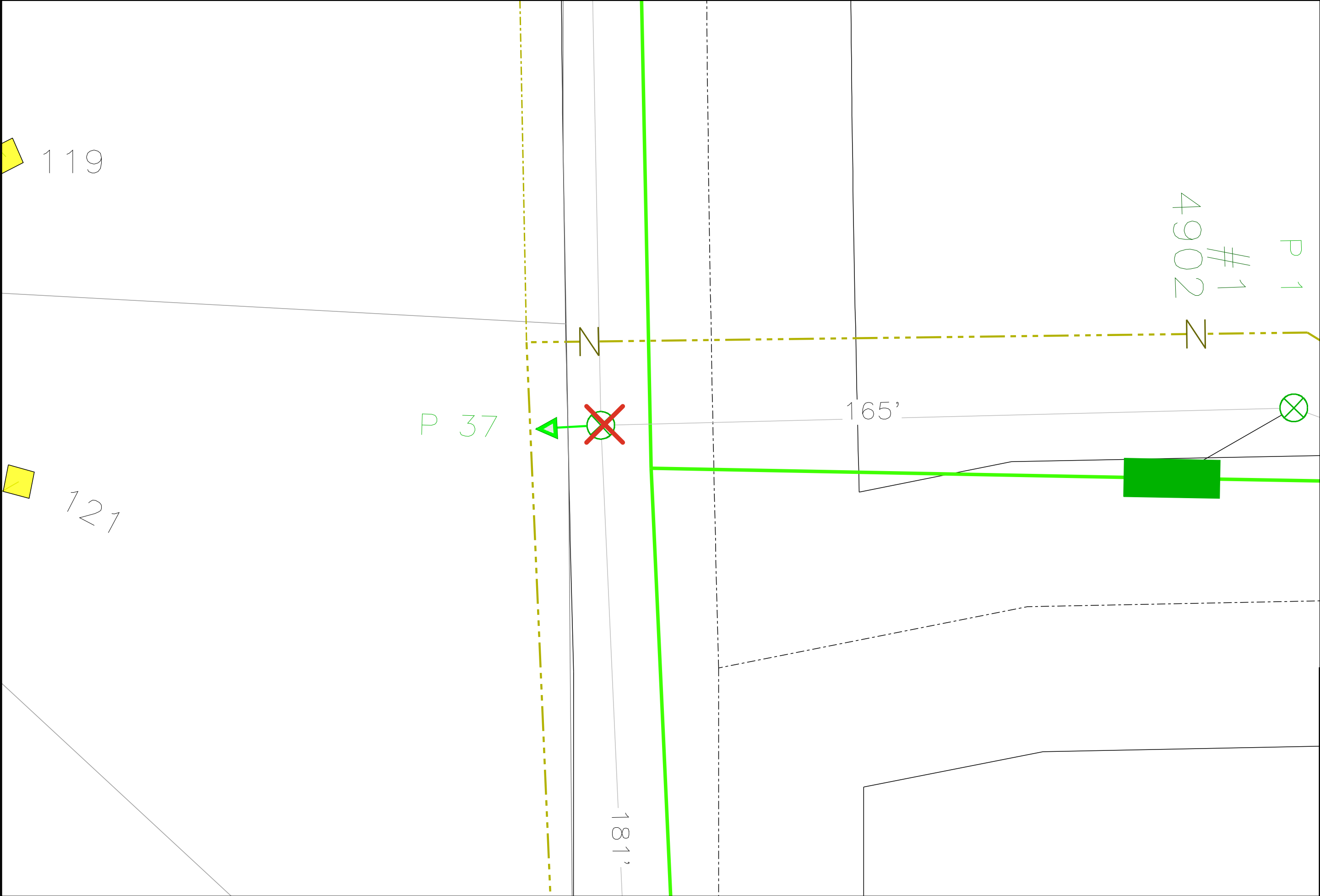
It is my recommendation to install one (1) Roadway F LED decorative fixture on a national grid owned pole. As shown on the sketch.

The estimated annual cost for the overhead lighting fixture and pole is \$140.16.

If this price quotation is approved, please provide me with written authorization and I will commence construction.

Best regards,

Bradley Smith
Bradley Smith
Consumer Representative



**IN THE MATTER
OF
INCREASING OR IMPROVING OF
FACILITIES OF MANLIUS
CONSOLIDATED LIGHTING DISTRICT
#2 PURSUANT TO ARTICLE 12 OF THE
TOWN LAW**

**RESOLUTION CALLING FOR
A PUBLIC HEARING IN THE
MATTER OF INCREASING
OR IMPROVING OF
FACILITIES OF
STREETLIGHT MANLIUS
CONSOLIDATED LIGHTING
DISTRICT #2 PURSUANT TO
ARTICLE 12 OF THE TOWN
LAW**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, the Town Facebook page and YouTube on the 3rd of December 2025, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
Michael Nesci	Councilor
William Nicholson	Councilor
Ingrid Gonzalez-McCurdy	Councilor

WHEREAS, the Town has previously established MANLIUS CONSOLIDATED LIGHTING DISTRICT #2 pursuant to Town Law (the “**Lighting District**”); and

WHEREAS, a letter has been received from National Grid to provide a street light (the “Improvement”) at the corner of South Eagle Village and Peck Hill Road, which, area is within the Lighting District; and

WHEREAS, the estimated cost of the Improvement is \$140.16 annually.

NOW, THEREFORE, BE IT

ORDERED, that the Town Board shall meet at the Manlius Town Hall, 301 Brooklea Drive, Fayetteville, New York, on the 17th day of December 2025, at 6:32 p.m., for the purpose of conducting a public hearing on the proposal for the Improvement, at which time and place all persons interested in the subject thereof may be heard concerning the same; and it is further

ORDERED, that the Town Clerk is hereby authorized and directed to publish a notice in the time and manner required by law.

I, CARRIE GREVELDING, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 3rd day of December, 2025; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 3rd day of December, 2025.

DATED: December 3, 2025
Fayetteville, New York

Carrie Grevelding
Town Clerk of the Town of Manlius
Onondaga County, New York



Estimated Statement of Work: Digital Services for the Town of Manlius – Phase III

Carrie Grevelding
Town Clerk
Town of Manlius
(315) 637-3521

Overview of the Matter – PHASE III

The Town of Manlius has requested an estimated Statement of Work pertaining to the third phase of their ongoing records imaging project. As with previous projects, the records are currently stored at the Town of Manlius office. Projected start of this project would be in the Q1 of 2026. The current scope being estimated is as follows:

- 1) **Building Permits – Approximately 105 Banker Boxes**
- 2) **6"x6" Rolled Drawing Boxes (up to 191 drawings each) – Approximately 82 total**
- 3) **4"x4" Rolled Drawing Boxes (up to 82 drawings each) – Approximately 88 total**

Should any additional document or data sources come into play for this engagement, those additions will be addressed via Addendum(s) to this Statement of Work.

Project Management

Avalon will provide a single project manager for the engagement who will serve as the main point of contact for the Town of Manlius for the duration of the engagement. All project work will be managed and filtered through the project manager. The project manager responsibilities include, but are not limited to:

- Initial Project Setup and Verification of Project Instructions
- Ensures the specifications of each phase of the project are followed
- Manage all internal and external communication
- Provides consultative workflow assistance at each phase of the project

Security & Confidentiality

At Avalon, we take the security and confidentiality of client data very seriously. We take several steps to ensure that all data is kept secure and confidential, including background checks and partnerships with select data centers that meet our high standards for data security. Additionally, all waste copy is destroyed at Avalon's on-site facility, if instructed to do so.

Data Security

Network Security is provided using a combination of hardware and software to ensure that no unauthorized access to your data occurs. All hosted data is located on dedicated servers behind a Cisco firewall. Kaspersky Anti-Virus is run on all computers with definitions checked on an hourly basis and pushed to clients when available. Administrative access to the systems is limited to only three key Avalon employees.

Background Checks

Before commencing employment with Avalon, all team members sign non-disclosure confidentiality agreements and undergo extensive background checks. Background checks include:

- Social Security Verification
- County of resident criminal history (7 Years)
- National Sex Offender Check
- Federal Civil/Criminal Records Search (Nationally)
- NYS Department of Corrections
- Consumer Credit Report
- Education Verification

Scan/Data Center Features:

- 24/7 Video Surveillance Cameras
- Biometric Access Control
- Redundant UPS modules
- SOC 2 Type 2 Compliant
- HIPAA trained team members
- 2.0 MW of backup generator power
- Dual independent power for data center
- N+1 redundancy, temperature, and humidity
- Very Early Smoke Detection System (VESDA)
- HIPAA compliant facilities

Quality Control Process

When our experts complete your project, it is taken through our (QC) quality control process, where we examine all special instructions have been followed and every copy or image is checked, page-by-page, against the originals, as necessary pages can be rescanned, rotated, or reordered.

Pricing and Billing Procedures

All pricing shown below is project volume-based, to be scanned in Black & White with a project deadline for completion within 6-12 months. Project start is contingent upon this executed agreement and a scheduled removal of records by February 2026. Originals will be retained for 30 Days following project completion and then destroyed by Avalon.

Avalon Digital Services	Cost Per Unit	Estimated Items	Estimated Cost
Secure storage at Avalon Facility (Up to 12 months)	Included	Included	\$0.00
Avalon Removal/Destruction of Originals	Included	Included	\$0.00
B&W Drawings (anything sized above 12X18), prep, scan, indexing, and quality check Process Performed – *Total drawings estimated at 60% of max	\$1.50/ drawing	13,750*	\$20,625
B&W Documents within File Boxes (11x17 and smaller), prep, scan, indexing and quality check process performed	\$225.00 per box	105 boxes	\$23,625
Export to Digital Pigeon sFTP and/or Flash Drive	Included	1	\$0.00
Total Estimate	-		\$44,250

Service Agreement

Insurance - Avalon maintains Errors and Omissions liability insurance policies which insure against a negligent act, error, or omission, and the oral or written publication of material that violates a person's right of privacy. Avalon also maintains a Commercial General Liability Policy. Evidence of coverage will be provided to Provider upon request.

Indemnification - Client agrees to indemnify, defend and hold harmless Avalon and its officers, directors, owners, parents, subsidiaries, agents, successors and assigns from and against any losses, claims, and expenses (including reasonable attorney's fees) arising out of or related to (i) Client's breach of any terms of this Agreement, (ii) a determination by any jurisdiction that Client has improperly utilized the services of Avalon in violation of the laws and regulations of said jurisdiction, (iii) claims resulting from Avalon's compliance with any written instructions or guidelines provided by Client in connection with the performance of services hereunder or (iv) claims alleging that any use of the Client Provided Data is improper or infringes the rights of, or has caused harm to a third party.

Limitation of Liability - In no event shall Avalon's aggregate liability in connection with this Agreement and the services performed hereunder, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise), exceed the fees paid by Client to Avalon for services performed for an applicable Project. Avalon shall not be liable for any extraordinary, exemplary, special, indirect, consequential, or incidental damages of any kind, including without limitation, lost profits, even if Avalon has been advised of the possibility of such damages.

Governing Law - The laws of the State of New York shall govern any dispute or controversy between the parties relating to or arising out of this Agreement or any amendment or modification thereof. Each party hereby consents to the exclusive jurisdiction of the courts located in Erie County in the State of New York in the event of a dispute arising out of or under this Agreement.

Force Majeure - Either party's performance will be excused, if and to the extent reasonably necessary, if an act of God, war, civil commotion, terrorism, fire, explosion, or other force majeure event that occurs without the fault or negligence of the non-performing Party prevents timely performance under the Agreement. Other events constituting force majeure include any unforeseeable event that cannot be reasonably circumvented, is beyond a Party's reasonable control, and not due to that Party's negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable.

Conflicts - An internal search within Avalon was performed for any potential conflicts based upon the names of the parties that you provided prior to commencement of this engagement. The Firm agrees that it will promptly inform Avalon of any additional parties to this matter or of any name changes for those parties whose names were provided by the Client. Should any potential conflicts arise, we will advise you promptly.

Rights to the Property - The Client affirms that they have been granted permission to access the digital devices as well as all files and areas of the hard drive on the computer systems provided to Avalon. The Client also affirms that no one has a separate private right to any areas of the computer or its hard drive. The Client understands that Avalon will not endeavor into any area of the drive that is protected by password, encryption or any other means unless the access is granted to Avalon by the party that caused such protection or has rights to that area or we are otherwise ordered to access such data by a Court of competent jurisdiction, stipulation of the parties or other legally enforceable process.

Payment of Invoices - Avalon will be paid within 30 days of receipt of invoice. By signing this statement of work, the undersigned agrees that they are authorized to enter into this agreement. The undersigned agrees that the Town of Manlius is solely and fully responsible for payment of all amounts due to Avalon. Responsibility to pay Avalon may only be transferred to another party upon signed written agreement by Avalon.

Execution

This Statement of Work contains the entire project as estimated by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the Effective Date.

Town of Manlius

Name: Carrie Greveling

Title: Town Clerk

Date: August 7, 2025

Signature: _____

Avalon

Name: Darren Bregande

Title: Managing Partner

Date: August 7, 2025

Signature: _____

TOWN OF MANLIUS

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the Town of Manlius Employee Handbook outlining the benefits, rules and regulations of the Town. I further acknowledge that I have read the content of the Handbook and will contact my department head with any questions.

I understand that the Town of Manlius reserves the right to change or modify any portion of this Handbook. I agree to abide by the policies outlined in this Handbook.

I understand that the employee benefits, personnel policies, and rules in the Handbook will remain in effect unless changes become necessary.

The Town of Manlius follows a policy of “employment at will”. Accordingly, this Handbook is not intended to be a contract of employment or a warranty of benefits.

This Handbook is intended only for internal use by the Town of Manlius. The contents of this Handbook may not be copied or reproduced in any form or by any means for any other individual or organization without the prior written permission of the Town.

I also hereby acknowledge that I have received, read, and understand the Town’s policies regarding, Harassment, Discrimination, and Retaliation and agree to follow the terms of these policies during my employment.

EMPLOYEE NAME (PLEASE PRINT)

EMPLOYEE SIGNATURE

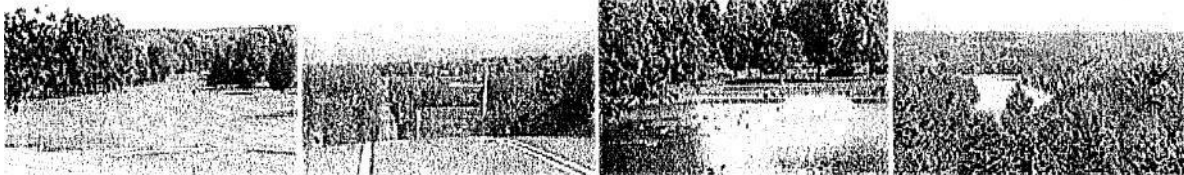
DATE OF SIGNATURE

SIGNATURE OF TOWN MANAGER

DATE OF SIGNATURE



TOWN OF MANLIUS EMPLOYEE HANDBOOK



**Town of Manlius
EMPLOYEE HANDBOOK
TABLE OF CONTENTS**

	<u>Page</u>
100 INTRODUCTION	1
101 Welcome Letter	1
102 The Purpose of this Handbook	2
103 Civil Service Employees	2
104 Manlius Police and Highway Department Employees	2
105 Changes or Modifications	3
106 Hiring Process	3
 200 COMPLIANCE POLICIES	 3
201 The Americans with Disabilities Act (ADA)	3
202 Equal Employment Opportunity	4
203 Harassment in the Workplace	5
204 Fair Treatment Policy	10
205 Employment of Minors	10
206 Immigration Law Compliance	11

300	EMPLOYEE CLASSIFICATIONS	11
301	Probationary Period	11
302	Probationary Period (Civil Service Employees)	11
303	Employment Categories	12
304	Town of Manlius Police and Highway Department Employees	13
305	Eligibility for Overtime	14
306	Non-Exempt Employees	14
307	Full-Time Exempt (Salaried) Employee	15
308	Scheduling and Working Overtime	15
309	Time Worked	16
310	Compensatory Time	16
311	Salary Basis Policy	16
400	EMPLOYMENT MATTERS	19
401	Employment at Will	19
402	Personnel Files	19
403	Change in Status	20
404	Driver's Licenses	20

405	Time Documentation	21
406	Corrective Discipline	21
407	Separation from Employment	22
500	EMPLOYEE BENEFITS	23
501	Wage and Salary	25
502	Medical Benefits	25
503	Flexible Spending Account	27
504	Continuation of Benefits (COBRA)	28
505	Sick Pay Policy	33
506	Retirement Benefits	34
507	Deferred Compensation Plan	34
508	Vacation Policy	34
509	Short Term Disability Benefits	36
510	Holidays/Personal Time	38
511	Payroll Deductions	39
512	Workers' Compensation	39
513	Transitional Duty	39

514	Social Security	40
515	Performance Evaluations	40
600	TOWN OF MANLIUS EMPLOYEE RESPONSIBILITIES	41
601	The Work Day	41
602	Meal and Rest Breaks	42
603	Pay Periods	42
604	Personal Use or Removal of Equipment	43
605	Personal Appearance	43
606	Rules and Regulations	45
607	Substance-Free Workplace Policy	46
608	Smoking Policy	47
609	Preventing Workplace Violence	49
700	ATTENDANCE POLICIES	50
701	Tardiness	50
702	Notification of Absence	51
703	Excused Absences	51

704	Bereavement Leave	51
705	Military Leave	52
706	Leave of Absence for Military Spouses	53
707	Jury Duty	54
708	Voting Leave	55
709	Domestic Violence Victims Leave	55
710	Witness and Victims of Crime Leave Policy	57
711	Bone Marrow and Blood Donation Leave Policy	57
712	Family and Medical Leave Act	58
712A	Paid Parental Leave Policy.....	64
713	Unpaid Time Off	63
714	Religious Accommodation	64
800	SAFETY	64
801	Safety Procedures	64
802	OSHA and Safety	66
803	Hazard Communication Program	66

900	COMMUNICATION PROCEDURES	69
901	Communication Between Employees and the Manlius Town Board	69
902	Solicitation, Distribution, and Use of Bulletin Boards	70
903	Adverse Correspondence	71
904	Public Relations	71
905	Media Relations	71
	MESSAGE FROM THE TOWN SUPERVISOR	72

APPENDICES

A	Acceptable Use Policy
B	Romantic Relations Policy
C	Performance Evaluation Forms
D	Workplace Violence Policy & Procedures
E	Sexual Harassment Policy
F	Nursing Mothers Lactation Accommodation Policy

100 INTRODUCTION

101 Welcome Letter

Welcome to the Town of Manlius!

As an employee of the Town, you are asked to read and become familiar with the contents of this Employee Handbook. The policies, procedures, and provisions outlined in this Handbook are designed to serve as guidelines to keep you as informed as much as possible about your employment. Please read the Handbook in its entirety.

While the provisions and procedures outlined herein should give answers to most of your general questions about employment, this Handbook cannot cover every situation that might arise. The Handbook is a compilation of policies related to law or approved by the Board, and procedures and guidelines that can be changed

internally. Neither any individual section nor the Handbook as a whole is intended to create any kind of contractual relationship; all provisions outlined herein are subject to change at the Board's discretion, with or without notice.

If you have questions about these guidelines or any job-related topic, please consult with your Department Head, the Town Manager, or me at any time.

I appreciate the opportunity to work with you, and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.

Sincerely,

John T. Deer
Town of Manlius Supervisor

102 The Purpose of this Handbook

The purpose of this Handbook is to communicate the Town of Manlius' personnel policies and practices to all employees. It is extremely important that our employees understand the policies that relate to benefits, employment classifications, rules, regulations, pay policies, and personnel practices. This Handbook does not create any kind of contractual relationship and all provisions outlined herein are subject to change at the Board's discretion, with or without notice. Further, all employment in the Town, with the exception of employment covered by a specific contract, is employment at will. This means either the Town or the employee may terminate the employment relationship, subject to the requirements of the New York State Civil Service Law, Town Law, or any applicable law, rule or regulation. Do not hesitate to contact your Department Head or the Town Manager if you have questions regarding any topic covered in this Handbook.

103 Civil Service Employees

The provisions of this Handbook shall not be deemed in any way to conflict with or modify any act of the Legislature of the State of New York, relating to the Civil Service rights, privileges or status of any employees in the Town.

104 Manlius Police and Highway Department Employees

The Town of Manlius Police Department and Highway Department have existing collective bargaining agreements. The employment terms set out in this Handbook are separate from, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Manlius Police and Highway Department employees. Employees should consult the terms of their respective collective bargaining agreements with regard to any conflicting terms between those agreements and this Handbook.

105 Changes or Modifications

The Town of Manlius reserves the right to interpret, change or modify any action of this Handbook with or without notice. The employee benefits, personnel policies, procedures and rules of this Handbook will remain in effect until they are changed.

Questions about any topic covered in this Handbook should be directed to the employee's immediate supervisor.

106 Hiring Process

Any and all employment offers must be approved by a motion of the Town Board. Only the Town Board has authority to hire and determine salary, except those salaries governed by an existing labor agreement.

200 COMPLIANCE POLICIES

201 The Americans with Disabilities Act (ADA)

The Town is committed to complying with all applicable provisions of state, federal and local laws prohibiting discrimination, including the Americans with Disabilities Act. It is the Town's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodations to a qualified individual with a disability as defined by the ADA, who has made the Town aware of his or her disability and need for accommodation, provided that such accommodation does not constitute an undue hardship for the Town. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Department Head.

The Town will engage in a timely, good faith interactive process with the employee to identify reasonable accommodations. Employees may be asked to submit relevant medical documentation.

202 Equal Employment Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Town of Manlius, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, genetic predisposition, or any other protected characteristic as established by law. Specifically, the Town strictly prohibits and does not tolerate discrimination against employees, applicants, interns, or any other covered persons because of age, race, color, religion, creed, national origin including ancestry, ethnicity, sex including pregnancy, gender, gender identity or expression, including status as a transgender individual, physical or mental disability, including gender-related conditions, citizenship or immigration status, military status, including past, current, or prospective service in the uniformed services, genetic information, predisposing genetic characteristics, marital status, domestic violence victim status, familial status, actual or perceived sexual orientation, or and any other characteristic protected under applicable federal, New York, or local law. All of the Town's employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

Persons who believe that they have not been afforded equal treatment in accordance with this policy should contact any Department Head, the Town Manager, or the Town Supervisor. Employees may raise concerns and make reports without fear of reprisal. All complaints will be fully investigated and corrective action taken where required. Any Town employee found to be

engaging in any type of unlawful discrimination or improper harassment will be subject to disciplinary action, up to and including termination of employment.

203 Harassment in the Workplace

The Town is committed to providing a work environment free of unlawful harassment and discrimination. Words, actions, gestures, jokes, touching or comments based on an individual's race, color, religion, creed, national origin including ancestry, ethnicity, sex including pregnancy, gender, gender identity or expression, including status as a transgender individual, physical or mental disability, including gender-related conditions, citizenship or immigration status, military status, including past, current, or prospective service in the uniformed services, genetic information, predisposing genetic characteristics, marital status, domestic violence victim status, familial status, actual or perceived sexual orientation, or and any other characteristic protected under applicable federal, New York, or local law, are strictly prohibited and will not be tolerated. Normal, courteous, mutually respectful, pleasant, interaction between employees that are acceptable to both parties are not considered harassment. This policy includes, but is not limited to prohibiting, unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.

Employees should refer to the Town's Sexual Harassment Prevention Policy (Appendix E) for more information specific to issues of sexual harassment.

Since the Town encourages employees to report what they believe are incidents of discrimination or harassment, no individual will be retaliated against because they made such a report or participated in an investigation related to harassment or discrimination.

Every employee, applicant, intern and volunteer is entitled to a work environment free from harassment of any type. Violation of the Town's harassment and/or non-discrimination policies will result in disciplinary action up to and including termination.

As is the case with all policies in this Handbook, failure to comply with this policy may lead to disciplinary action.

All employees are required to complete the Town's Harassment Prevention training.

Complaint Procedure

It is the Town's policy to thoroughly investigate and remedy any known incident of unlawful discrimination or harassment. In order to accomplish this objective, unlawful discrimination or harassment must be promptly brought to the attention of the Town management. If an employee believes that they have been subjected to any form of harassment, they should report the matter at once to their immediate supervisor, Department Head, the Town Manager, or the Town Supervisor. Any supervisor who receives a complaint of harassment must immediately notify the Town Supervisor who by himself or via a designee will investigate such charges of discrimination/harassment and will confer with those who feel they have been victims of discrimination or harassment.

If the Town determines that unlawful harassment has occurred, effective remedial action will be taken in

accordance with the circumstances involved. If an employee is found to have violated the Town's anti-harassment policy, the employee will be subject to disciplinary action up to and including termination. Employees are expected to cooperate fully if they are called upon in an investigation. Information gathered in the course of any investigation will be kept confidential to the extent practicable and

consistent with the Town's duty to conduct a thorough investigation. No employee will be subject to retaliation of any kind for making a good faith report of harassment or cooperating in an investigation. Employees who report incidents of harassment will be informed of the results of the investigation. Follow-up interview(s) with the complainant will be conducted promptly, to ensure that the harassment has not resumed, and that no retaliatory action has been taken.

If you believe that you have experienced or witnessed discrimination or harassment in the workplace, you have a responsibility to report that behavior to your Department Head immediately. If you are unable to discuss this matter with your Department Head, take your complaint directly to the Town Supervisor or Town Manager. All complaints

will be investigated discreetly and promptly. Any employee who reports discrimination or harassment will

not suffer adverse employment consequences as a result of a complaint.

The Town will not tolerate retaliation based on opposition to discrimination or harassment or participation in complaint proceedings or an investigation. Retaliation against anyone who makes a complaint of discrimination, harassment, or substantiates a complaint of harassment or discrimination, is unacceptable and will result in disciplinary action. Retaliation should be reported to the Town in the same manner as harassment.

204 Fair Treatment Policy

It is our policy to treat all employees with fairness, respect and dignity. We will not tolerate harassment or discrimination of any kind in the workplace.

If you believe you have encountered any kind of harassment or discrimination in the workplace, please advise your department head immediately. If you are unable to report this matter to your Department Head, take your complaint directly to the Town Supervisor or Town Manager. All reports will be investigated promptly and your employment will not be adversely affected as a result of bringing this matter to the Town's attention.

205 Employment of Minors

When minors (under the age of 18) are hired by the Town the Town requires that the minor present working papers prior to beginning employment. No minor shall be hired without first presenting working papers. Minors may be limited to a set number of hours of work per week (depending on conditions such as whether school is in session) as mandated by state and federal law.

206 Immigration Law Compliance

The Town does not employ persons who are not legally eligible to work in the United States of America. The Town is committed to employing United States citizens and others who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, as a condition of employment, each new employee must complete an Employment Eligibility verification form 1-9, and provide documentation establishing identity and employment eligibility. Former employees who are rehired must also comply with this requirement.

300 EMPLOYEE CLASSIFICATIONS

301 Probationary Period

A probationary period of one year has been established for all new employees. During this period, employees will have the opportunity to learn job responsibilities and demonstrate abilities to their immediate supervisor. If not terminated sooner, new employees will meet with their immediate supervisor at the conclusion of the probationary period to evaluate the new employee's performance and determine if the new employee should be assigned permanent employee status. At a six month interval, the Supervisor or Department Head will perform a written evaluation of the employee on a form prescribed by the Town Manager.

302 Probationary Period (Civil Service Employees)

A permanent appointment in the competitive, non-competitive, exempt or labor class is initially made for a probationary period during which the employee must prove his or her ability and competence to perform the job. This probationary period is generally for a minimum of a 26 week period, with certain exceptions such as an interdepartmental transfer which is for a probationary term of 12 weeks or a trainee appointment which has a maximum of 52 weeks. During this probationary period, the employee's supervisor will observe and evaluate the employee's work performance and make suggestions for improvement or for future work development. At a midpoint during the 26 week period, the Supervisor or Department Head will perform a written evaluation of the employee on a form prescribed by the Town Manager.

Before the 26th week of employment the employee will receive notice from the Department Head that (a) the probationer will be terminated; or (2) the probationer has satisfactorily completed the probationary period. The Town Manager must review the

correspondence and a copy of the mid-point evaluation (and any other evaluations) before it is issued to the employee.

Permanent employees who are either promoted or have made an interdepartmental transfer and are required to serve probationary term have the right to return to his/her previous position at any time during the probationary term. If the employee's performance during the probationary period is not satisfactory, he/she shall be restored to the previous permanent position.

303 Employment Categories

Employees of the Town are defined in two classifications to determine employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Town. Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws according to current applicable federal or state laws. In addition, each employee will belong to one other employment category:

FULL-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work 36.25 hours or more per week. Full-time employees are generally eligible for Town benefits, subject to the terms, conditions, and limitations of each benefit program, and they are eligible for all legally mandated benefits (such as Social Security and Workers' Compensation insurance).

PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less

than 36.25 hours per week. Part-time employees are generally not eligible for benefits.

SEASONAL employees are those who are hired for a limited duration and specific purpose. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees retain that status unless and until notified of a change.

CONTRACTED workers are those individuals performing specific tasks or projects under contract or Memoranda of Understanding and are not considered employees and are not eligible for any benefits.

304 Town of Manlius Police and Highway Department Employees

Members of the Town of Manlius Police and Highway Department should refer to their current Labor Agreements for information on employee classification.

305 Eligibility for Overtime

In accordance with the Federal Labor Standards Act (FLSA), non-exempt employees are eligible to receive overtime pay at a rate of one and one-half times their regular pay for time worked in excess of 40 hours per workweek.

Exempt employees are not eligible to receive any form of compensation for overtime; they are expected to work as many hours as required to perform the duties of the position.

306 Non-Exempt Employees

Hourly Town employees will be paid straight time for all hours up to forty (40) hours in one workweek. Thus, hours worked beyond the 36.25 up to 40 hours will not be counted towards overtime

calculations, except upon written approval by the Town Supervisor. Non-exempt employees who work more than forty (40) hours in one week are eligible to receive overtime pay for those hours. Any hours over forty (40) in one week will be paid at the rate of one and one-half (1.5) times an employee's hourly rate or at the compensatory time rate pursuant to the Town's compensatory time off policy. In addition, hourly employees are required to take a duty-free unpaid lunch period each day which is 30 minutes in length or in combination with 15 minute break for a 45 minute lunch. Lunch and break periods will not be counted in calculating overtime.

The Department Head must approve all overtime in advance and overtime payments will be paid in the next payroll period. Employees should contact their supervisor or the Town Manager if they have questions about their overtime eligibility. All employees are required to document their work time on the Town designated time collection system. Each Department Head shall review their department's submitted time and upon completion, certify that they are correct, and present them to the Town Manager by the Monday before the next scheduled payroll.

Failure to use the Town designated time collection system or document accurate time records may result in disciplinary action to the employee beginning with first a warning, then a written reprimand and ultimately dismissal.

307 Full-Time Exempt (Salaried) Employee

An Exempt employee is not required to be paid overtime or receive compensatory time and generally includes executive, professional, and administrative employees. Full-time exempt (salaried) employees are generally entitled to all benefits provided by the Town.

Salaried employees are required to document their work time on the Town designated time collection system. Each Department

Head shall review their department's submitted time and upon completion, certify that they are correct according to Town policy, and present them to the Town Manager by the Monday before the next scheduled payroll.

Failure to use the Town designated time collection system or document accurate time records may result in disciplinary action to the employee beginning with first a warning, then a written reprimand and ultimately dismissal.

308 Scheduling and Working Overtime

Depending on Town needs, employees will be required to work overtime when requested to do so. Prior approval of a Department Head, however, is required before any nonexempt, hourly employee works overtime. Employees working overtime without approval will be subject to disciplinary action. Before overtime is worked, the employee must receive approval from his or her Department Head, utilizing the Town designated time collection system, but such overtime shall not exceed budget allocations. Overtime is considered a condition of employment, and refusal to accept it is cause for discipline, up to and including termination.

309 Time Worked

Approved paid absences, including but not limited to sick leave, vacation leave, holiday leave, FMLA, military leave, jury and witness duty, funeral/bereavement leave, compensatory time off, and voting time off, are not counted as time worked for the purposes of computing overtime.

310 Compensatory Time

The Town allows accrual of compensatory time by nonexempt employees up to 72.50 hours per year in lieu of overtime pay.

Overtime shall be paid at the rate of time and one-half the employee's base hourly rate or compensatory time off at time and one-half for all hours worked over 40 hours per week to all employees who are non-exempt under the FLSA.

311 Salary Basis Policy

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wages for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a) (1) and Section 13(a) (17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$684 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

Salary Basis Requirement

To qualify for exemption from overtime requirements (distinct from the issue of pay frequency), employees generally must be paid at not less than \$684 per week on a salary basis. Employees who work in an executive or administrative capacity must be paid on a salary basis at no less than \$1,124.20 per week (2024), \$1,161.65 per week (2025), or \$1,199.10 per week (2026). These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$684 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to the exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked.

Exempt employees do not need to be paid for any work week in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Town Policy on penalties for workplace conduct rule infractions). Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Town Salary Basis Policy

It is our policy to comply with the salary basis requirements of the FLSA and New York Labor laws. Therefore, we prohibit all Town managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Town does not allow deductions that violate the FLSA or New York Labor Law.

What to Do If an Improper Deduction Occurs?

If employees believe that an improper deduction has been made to their salary, they should immediately report this information to their direct supervisor or the Town Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

400 EMPLOYMENT MATTERS

401 Employment at Will

This Employee Handbook is not a contract of employment and does not alter the “employment at will” relationship under State law where applicable. An employee may terminate their employment with the Town of Manlius, at any time, for any reason, or no reason. In addition, the Town of Manlius may terminate the employment of any employee at any time. Such termination must be in accordance with applicable collective bargaining agreements and the Civil Service Law.

402 Personnel Files

The Town has Official Personnel Files on every employee. These files are kept in the Town Managers office. All original documents, except for documents relating to an employee’s medical condition or history, must be part of the employee’s Official Personnel File.

Department Heads are responsible for forwarding all documents related to an employee to the Town Manager for placement in the personnel file.

Employee files are maintained by the Town Manager and are considered confidential. Managers and supervisors other than the Town Manager, Town Attorney, and the Town Supervisor may only have access to personnel file information on a need-to-know basis. A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file.

Department Heads may maintain separate files in their offices; however, these files are not considered the Town's Personnel Files. Department Heads are required to provide all documents regarding employees to the Town Manager for a determination as to whether the document is appropriately included in the Personnel File.

Personnel files are to be reviewed in the Town Managers' office. Personnel files may not be taken outside of the Town Managers office.

Representatives of government or law enforcement agencies, in the course of their business, may be allowed access to file information. This decision will be made at the discretion of the Town Manager in response to the request, a legal subpoena, or court order.

Personnel file access by current employees upon request may be permitted at the Town's discretion.

403 Change in Status

Employees are responsible for keeping the information in their Personnel File up to date. Change of name, address, telephone number, personal status, number and age of dependents,

beneficiary designations and individual to notify in case of emergency are very important for insurance, retirement and tax purposes and must be reported immediately. Please notify the Supervisor's office when changes occur in any of these or other matters.

404 Driver's Licenses

Any employee who is required to drive either a Town owned vehicle or his or her own vehicle to conduct business on behalf of the town, must possess at the time of appointment, and must maintain throughout employment,

a valid New York State driver's license. In addition, employees of the Highway Department employed in certain job titles must possess and maintain throughout employment, a valid New York State C.D. L. Class B driver's license.

All levels of driver's licenses must be free from major infractions and acceptable to the Town's insurance carrier. It is the employee's responsibility to notify his or her immediate supervisor of any violations or change in status of their driver's license and the Town reserves the right to require employees to participate in the LENS Program through New York State Department of Motor Vehicles. The Town also reserve right to require employees that must drive a Town owned vehicle in performance of job duties to take and pass a defensive driving class. Proof of this license may be required upon hiring and as requested throughout employment. Loss or change in the status of a driver's license may have an effect on your employment with the Town if your employment requires you to operate a motor vehicle while working.

405 Time Documentation

All non-union employees of the Town are required to document time worked on the Town designated time collection system.

406 Corrective Discipline

It is the policy of the Town of Manlius that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town. An employee must conduct oneself in a positive manner so as to promote the best interests of the Town.

Employees covered by Civil Service Law Section 75 shall be disciplined in accordance with the provisions contained therein. The disciplinary action for union employees will be in accordance with the applicable collective bargaining agreement. In normal circumstances, the Town endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. The Town does, however, retain the right to discipline employees in any manner it sees fit. When appropriate, a counseling session will precede disciplinary action. Progressive discipline will include written warnings, suspension without pay, or termination of employment, depending on the circumstances. The Town does not guarantee that one type of discipline will precede another. Furthermore, the Town reserves the right to suspend an employee while an investigation is conducted.

When a rule, policy, or procedure is violated, the employee's immediate supervisor, or other designated supervisor, will review the specific nature of the violation with the employee. The employee's input is extremely important to ensure that all of the facts have been considered. After such a review, corrective action is discussed with the employee and the management involved.

Employees are given the opportunity to agree or disagree with the results and write a brief statement on the corrective action notice, if desired. However, as a condition of employment, employees are required to sign the corrective action notice to indicate that a discussion of the issue has taken place. Failure to

comply with this policy could result in further disciplinary action, up to and including termination of employment. Employees are entitled to receive a copy of any written notice issued by the Town.

Any employee who, after investigation, is found to have violated the policies, procedures, rules, or regulations outlined in this Employee Handbook or those established by the employee's department or the Town Board, or is found to have engaged in misconduct will be subject to disciplinary action in accordance with this policy, Civil Service Law Section 75, or the collective bargaining agreement, as applicable.

407 Separation from Employment

An employee who intends to resign from employment must submit a written resignation to their immediate supervisor at least two weeks before the date of resignation is to be effective.

Employees receive their final paycheck on the next regularly scheduled payday. The final paycheck includes payment for accumulated vacation benefits, if employees have accrued but unused vacation time.

Upon resignation or termination of employment from the Town, employees will be mailed their final paycheck during the next normal pay period.

Exit Interviews

In order to bring closure to the employment relationship, the Town requires that exiting employees participate in an exit interview regardless of whether the termination of employment was initiated by the employee or employer.

During this meeting, the following topics will be addressed:

- The employee's forwarding address and phone number

- Further details about the employee's reason for leaving or to further explain the reasons for discharge
- Unemployment Benefits
- Insurance coverage or conversion (benefits) including retiree health insurance (if applicable)
- Return of Town property (if applicable)
- Final Paychecks

Other items may be addressed, as needed.

Exit interviews are conducted by the Town Manager and in the Police Department by the Chief of Police.

500 EMPLOYEE BENEFITS

The Town of Manlius provides its employees with a comprehensive, full range of benefits.

. All employees are supplied with booklets containing detailed description of eligibility and benefits, and should refer to these with any questions. Additionally, the Town Manager will help answer any questions employees may have.

Disclaimer

The Town has established a variety of employee benefit programs designed to assist employees and their eligible dependents. This portion of the Employee Handbook contains a very general description of the benefits to which employees of the Town may be entitled. Please understand that this general explanation is not intended to, and does not, provide employees with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Final decisions pertaining to employee benefits should be determined only by referring to the full text of the official plan documents, which are available for examination upon request to the Town

Manager. To the extent that any of the information contained in this 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 Town and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the Town 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, including any health benefits that may be extended to retirees and their dependents. Further, the Town 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.

For more complete information regarding any of the Town's benefit programs, please refer to the Summary Plan Descriptions which are provided separately or contact the Town Manager.

501 Wage and Salary

Rate of Pay - An employee's rate of pay will be established by the Town Board or pursuant to a collective bargaining agreement ratified by the Town Board, as applicable.

Merit Increases - An employee may receive a pay increase based upon the employee's performance and work history. The merit increase will be granted at the discretion of the Town Board.

Union Employees - An employee who is a member of a collective bargaining unit is not covered by the Wage and Salary provisions set forth in this Handbook. Employees covered by a separate collective bargaining agreement should refer exclusively to their respective agreements for specific information on the provision of wages.

502 Medical Benefits

It is the policy of the Town to offer group health/dental and vision insurance benefits to all full-time employees based on the eligibility criteria of the Town's chosen health plan (the "Plan"), which may change from time to time. The Town Board will set the split for employer and employee contributions at the annual meeting of the Board.

Eligibility: All full-time employees become eligible on the first day of the month following the date of active employment. Benefits are made available to eligible dependents at that time also. Employees should refer to the Plan booklet in order to determine dependent eligibility. Retired employees shall be eligible for health insurance benefits if they were enrolled in the Plan at least two (2) years prior to retirement and are collecting a pension from the New York State Retirement System. Retirees are eligible for single coverage at the current non-union premium rate for single coverage. Retirees are eligible to elect family coverage and their premium for a family plan will be the entire cost of a single plan premium, plus the current non-union premium rate for single coverage. The retirees surviving spouse may continue single coverage with the Town at one hundred percent of the single plan cost.

Notification Change of Status: If a change occurs in the family status of an employee due to marriage, birth of a child, adoption, divorce or death, the employee is responsible to notify the Town Manager within 31 days of the date of said change.

Waiver: An eligible employee who chooses not to enroll will be required to sign a written waiver indicating that he/she has been offered the insurance but chooses not to participate. Employees, including retirees, have the option to receive payment in lieu of health insurance coverage. The monthly payment to said employee or retiree shall be \$150/per month for those otherwise eligible for family coverage or \$100/per month for those otherwise eligible for single coverage. The employee or retiree must submit a statement verifying they have obtained insurance through other means.

Elected Officials: Elected officials shall be considered full-time employees for the purposes of health/dental/vision insurance benefits.

Reservation of Right: The Town of Manlius reserves the right to modify, revoke, suspend, change, or terminate the employee and/or retiree medical benefit plan in whole or in part including contribution levels at any time within the Town's sole discretion.

Leaves of Absence: If an employee is on a medical leave of absence pursuant to Family Medical Leave Act, NYS Disability, Military Leave or Workers' Compensation Law, the Town will continue the employee's health benefits and premium contributions during the leave period at the same level and under the same conditions as if the employee continued to work. In the event that the employee on medical leave remains on the Town's payroll, the Town will continue to make payroll deductions to collect the employee share of the premium. In the event that the employee on medical leave is not on the Town's payroll, the Town shall forward to the employee an invoice for the employee's share of the premium, which shall be paid by the employee to the Town within fifteen (15) days of receipt by the employee.

Please contact the Town Manager for more details.

503 Flexible Spending Account

The Town offers a Flexible Spending Account Plan for expenses that are not covered, in full, by the Group Medical Plan.

Participation in this Plan allows employees to reduce their tax liability and to be reimbursed for qualifying expenses ranging from vision and dental care to routine medical visits and insurance deductibles. Under this Plan employees may contribute to their personal Reimbursement Account with pre-tax dollars deducted from their paycheck.

Employees may enroll, change contribution levels, or cease participation in the Plan during an annual open enrollment period or if they have a change in family status.

504 Continuation of Benefits (COBRA)

This section of the handbook contains important information about Employees' rights to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This section generally explains COBRA continuation coverage, when it may become available to employees and their families, and employees need to do to protect the right to receive it. Generally, COBRA offers full-time employees, spouses and dependent children the ability to continue existing health insurance coverage completely at their own expense under certain qualifying conditions. Employees must be enrolled in the Town's health insurance plan at the time the qualifying condition occurs. Employees with questions regarding continuing or converting group health insurance should contact the Town Manager. The right to COBRA continuation coverage is guaranteed under federal law pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Continuation of COBRA coverage can become available to employees when, they would otherwise lose their group health insurance coverage. It can also become available to employees' family members who are covered under the Plan when they would otherwise lose their group health coverage.

For additional information about these rights and obligations under the Plan and under federal law, employees should review the Plan's Summary Plan Description; Employees may also choose to contact the Plan Administrator.

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this Handbook and in applicable Plan documents. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." Employees, their spouse, and their dependent children could become qualified beneficiaries if coverage under the Plan is lost because of a qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Employees will become a qualified beneficiary if they lose coverage under the Plan because either one of the following qualifying events happens:

- The employee's hours of employment are reduced, or
- The employment ends for any reason other than the employee's gross misconduct.

An employee's spouse will become a qualified beneficiary if they lose coverage under the Plan because any of the following qualifying events happens:

- The employee dies
- The employee's hours of employment are reduced
- The employee's employment ends for any reason other than their gross misconduct
- The employee becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- The employee and the employee's spouse become divorced or legally separated.

Employees' dependent children will - become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies
- The parent-employee's hours of employment are reduced
- The parent-employee's employment ends for any reason other than their gross misconduct
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

Employees Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), employees must notify the Plan Administrator within 60 days after the qualifying event occurs. Employees must provide this notice to the Town Manager .

How is COBRA Coverage Provided?

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

coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), their divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare

entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event

(36 months minus 8

months). Otherwise, when the

qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA

continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If the employee or employee's covered family member is determined by the Social Security Administration to be disabled and the employee notifies the Plan Administrator in a timely fashion, the employee and their entire family may be entitled to receive up to an additional 11 months of COBRA continuation

coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second qualifying event extension of 18-month, period of continuation coverage

If an employee's family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the employee's spouse and dependent children can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan Administrator. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Keep the Plan Informed of Address Changes

Employees should keep the Plan Administrator informed of any changes in the addresses of family members in order to ensure they receive the benefits guaranteed under the Plan. Employees should also keep a copy, for their records, of any notices they send to the Plan Administrator.

505 Sick Pay Policy

Full-time employees are eligible for sick pay after 90 days of employment. Sick time may be used when an employee is ill, sick, is caring for sick or ill family member, or has medical appointments for themselves or a family member. Part-time or seasonal

employees are not eligible for paid sick time. Daily sick pay shall be defined as the sum of money equal to the employee's regular wage for an employee's regular workday. Each full-time employee shall be entitled to daily sick pay for each day of illness to a maximum of five (5) per calendar year, which automatically accrue on

January 1 of each year. An employee may roll over a maximum of the number of sick days not used within one (1) calendar year up to a maximum of sixty (60) days. Employees are not entitled to accrue sick pay if they are on Disability or Workers' Compensation. The annual sick pay accrued on January 1 shall be reduced on a pro rata basis for the time the employee is on Disability or Workers' Compensation. The Town reserves the right to request a doctor's note for illnesses for more than two (2) consecutive

days. Accrued but unused sick pay will not be paid to employees at termination.

An employee calling in sick is expected to call their immediate supervisor in advance of their scheduled work time. An employee who fails to follow this policy may be subject to disciplinary action and will not be reimbursed for the sick time requested.

Separation Sick Allowance: In the event an employee leaves Town service and has used all of the potential sick time they may accrue for that year, the employee shall reimburse the Town on a pro rata basis for the time-taken yet not earned.

506 Retirement Benefits

The Town of Manlius provides retirement benefits via the New York State Employees Retirement System.

507 Deferred Compensation Plan

Full-time and regular part-time employees are eligible on their first day of employment to participate in a deferred compensation plan. Under this plan employees elect a voluntary wage reduction, the amount of which will be placed in their choice of investment vehicles. Please contact the Town Manager for additional details on the Town's deferred compensation plan.

508 Vacation Policy

A new full-time employee is eligible for one week vacation upon the completion of at least 90 consecutive days of employment. For such an employee, the subsequent January 1 following commencement of employment shall be considered the second (2nd) calendar year of service for said employee as it relates to the accrual of vacation time.

Thereafter, on January 1 of each year, vacation shall be earned and accrue during the course of the year to employees as follows:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 year	1 week
2 to 5 years	2 weeks
6 to 10	3 weeks
11 to 15	4 weeks
16 to 20 years	5 weeks
21 or more years	6 weeks

There is no accumulation of vacation time beyond the calendar year. An employee shall be paid for five (5) days at the regular wage for each week of vacation.

The Town will specify when vacation may be scheduled. Vacation time will be based on a seniority system and days off will be reviewed and approved at the discretion of the employee's supervisor. Election of vacation periods within the specified months will be controlled by the seniority system and the Town will make every effort to accommodate each employee's request within the

seniority system. Department Heads shall provide a schedule of vacation time, on the Town designated time collection system, for its employees to the Town Manager upon approval of vacation time by the Department Head.

The annual vacation, pay accrued yet not earned on January 1 shall be reduced on a pro rata basis for the time the employee is on Disability or Workers' Compensation.

Separation Vacation Allowance: In the event an employee leaves Town service and has used all of the potential vacation time they may accrue for that year, the employee shall reimburse the Town on a pro rata basis for the time taken yet not earned.

509 Short Term Disability Benefits

Employees should report the need for any absence to their immediate supervisor in accordance with established policies for absenteeism. Short-term disability benefits are payable to eligible employees for non-work-related injuries and/or illnesses. Generally, benefits begin after seven (7) days of disability and are payable for up to a maximum of twenty-six (26) weeks. If the employee returns to work after a period of disability and the disability recurs within 90 days, the employee will be eligible to receive short-term disability benefits without having to comply with the seven day waiting period. Accrued sick time will be utilized for

each day of disability payments unless the employee is concurrently taking FMLA and disability leave.

Benefits under this disability program are generally one half of the employee's weekly wage, up to a maximum of \$170 per week. Employees of the Town are paid the full pay as an additional benefit and the Town recoups the \$170 per week (or whatever is provided by the carrier). In order to receive full pay, employees must provide current medical information to the Town or carrier as required. A disability claim form, which can be obtained from the Payroll Department, must be filed with the Payroll Department within 20 days after becoming disabled.

A short-term disability leave must be certified by a physician's or licensed health care professional's statement identifying the nature of the disability and stating or estimating the date when the employee will be able to return to work.

Department Heads are required to report any absences and request of payment of any short-term disability to the Town Manager as soon as notified by an employee. ***In no case will the payments made by the Town exceed twenty-six weeks, which is the current duration of state disability payments.***

510 Holidays/Personal Time

Legal holidays observed are assigned by the Town Board each year. All employees are paid for a full day on these dates.

Employees who are required to work on holidays will receive Holiday pay at the rate of one and one-half times the standard rate of pay.

Holidays

New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Good Friday (1 /2 day)

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day/Indigenous

People's Day

Veterans' Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Employees are eligible for five (5) pre-approved personal days during any calendar year.

Personal days may not be carried over from year to year.

To be eligible to receive Holiday Pay, an employee must work their regularly scheduled hours the workday preceding, and the workday following the holiday. An approved vacation day or any other excused paid day off is considered a day worked for the purpose of this Section.

Holiday schedules may change and are established annually by the town Board at its Annual Meeting.

511 Payroll Deductions

Payroll deductions are available for various plans including direct deposit. More information on these programs and the necessary authorization forms are available from the Town Supervisor's office.

512 Workers' Compensation

Workers' Compensation benefits, including payment of medical costs and replacement of lost wages up to the regulated maximum, are provided for eligible employees who suffer a job-related injury.

It is the employee's responsibility to submit a written report of the injury to their immediate supervisor within forty-eight (48) hours of the accident in order to ensure prompt coverage of the claim. The cost of Workers' Compensation is paid entirely by the Town.

The annual sick and vacation pay accrued but not yet earned on January 1, shall be reduced on a pro rata basis for the time the employee is on Workers' Compensation.

513 Transitional Duty

An employee who is out of work due to an illness or injury may be required to return to work performing transitional duties. Transitional duties may be ongoing for an extended period but in no case will an employee be eligible to perform transitional duties for more than six months. There is no guarantee that transitional duty work will be available for an employee.

514 Social Security

Social Security (FICA) is paid half by the Town and half by the employee. Benefits are provided for retirement, survivors' benefits, and medical costs under qualifying conditions determined by the Federal agency.

515 Performance Evaluations

Performance evaluations of employees (excluding Department Heads) will be performed annually and completed by the Department Head. Performance evaluations of each Department Head will be completed annually by the Town Supervisor and Town Board Liaison. Performance evaluations will be completed by no later than September 30 of each year. Department Heads must submit draft evaluations to the Town Manager by no later than September 15 each year. Performance evaluations shall be completed on a form prescribed by the Town for that purpose. The current review sheet is attached to this handbook in the Appendix.

Performance evaluations of department heads will be performed annually and completed by the Supervisor and Town Board. Performance evaluations will be completed by no later than September 30 of each year.

The purpose of a performance evaluation is to evaluate employee performance. The performance evaluation will take into consideration criteria that properly reflect the employee's performance including, but not limited to, the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, attitude and communication skills. Except as otherwise governed by a collective bargaining agreement, the employee's performance appraisal may be considered in determining

a pay increase and as a factor in promotion and disciplinary action.

An employee will be formally evaluated at least once each year. Informal evaluations will occur on an as needed basis throughout the performance cycle.

600 TOWN OF MANLIUS EMPLOYEE RESPONSIBILITIES

601 The Work Day

The following work schedules have been established by the Town. Any need for adjusting schedules will be at the discretion of the Department Head, in order to maximize a department's effectiveness.

Highway Department: Hours as stated in Agreement.

Police Department: Hours as stated in Agreement.

Recreation, Police and Court Departments: Office hours will vary according to scheduled and unscheduled events, programs, meetings, etc. As a condition of employment, employees are required to be available evenings, weekends, and holidays as the conditions warrant.

Other Departments: Hours 8:30 a.m. to 4:30 p.m., with a 45-minute combination break and lunch period. All Town employees should respect the importance of being punctual and are expected to report to and from work per the scheduled hours.

602 Meal Break

An employee who works more than six hours in a given day will receive an unpaid, duty-free meal break not to exceed forty-five minutes.

Scheduling of Meal Breaks

Scheduling of meal and rest breaks must be approved by the employee's immediate supervisor in accordance with the needs and requirements of the department. Meal breaks must normally be taken in the middle of the employee's workday. Unless otherwise directed by the immediate supervisor, an employee may leave the work-site during the meal break.

Union Employees

An employee who is a member of a collective bargaining unit shall follow the provisions contained in the applicable collective bargaining agreement regarding meal and rest breaks.

603 Pay Periods

The pay period for all employees shall be bi-weekly, unless governed by a collective bargaining agreement, starting at 12:01 a.m. Sunday through 12:00 p.m. on the second Saturday following. All pay, including overtime, is paid every other week on Friday.

Payroll deductions are standard for mandatory items such as Federal and State withholding taxes, Social Security contributions, New York State Retirement, and NYS Disability. Other personal deductions for benefit programs may be taken as per employee authorization.

604 Personal Use or Removal of Equipment

Personal use or removal of any Town equipment or supplies other than in the line of duty is strictly prohibited. Violations of this rule will result in disciplinary action that may include dismissal.

605 Personal Appearance

The Town requires that each employee's dress, grooming and personal hygiene is appropriate to the work situation.

Uniforms

An employee may be required to wear a uniform as directed by the immediate supervisor and/or as provided in a collective bargaining agreement. If such is the case, the employee must comply with all requirements.

Standards

An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Employees should not wear suggestive attire, athletic clothing, novelty buttons, and similar items of casual attire as this clothing does not present a professional appearance.

The Town considers it very important that employees are well groomed, neat, and dress appropriately for their job function and While the Town trusts each employee's common sense and good judgment, a broad dress code must be followed to ensure an appropriate work environment. The Town has adopted a casual business dress code but emphasizes some positions may call for more formal attire. Appropriate dress

and hygiene are important in promoting a positive image, both internally and externally. The Town also wishes to provide a work environment that is free of safety hazards, offensive behavior and harassment of any kind. Therefore, the following clothing is NOT ACCEPTABLE: plunging neck lines; spandex; bare feet; croc clogs; pants, shorts, or skirts worn below the waistline; sexually provocative clothing; hats in the office environment; clothing with profanity, nude or semi-nude pictures; sexually suggestive slogans, cartoons, or drawings; the observable lack of undergarments and exposed undergarments. Supervisors are responsible for ensuring their departmental personnel are in compliance. Supervisors reserve the right to send any person home to change clothes who violates any part of the dress code policy. Time spent away from work for this reason will follow the Town's Attendance Policy guidelines.

The Town of Manlius provides shirts, sweatshirts and jackets with the Town of Manlius logo on them to identify those employees that are required to work outside of Town Hall. Employees who receive Town-sponsored clothing are required to wear such clothing in accordance with the guidelines set forth by their Department Head at the time of issue.

Recreation Department

Causal dress is permitted according to the day's scheduled activities. Jeans and sneakers are permitted if in accordance with a scheduled activity.

Planning and Development Department

Causal dress is permitted to dress according to the day's scheduled activities. Jeans, sneakers and work boots are permitted. Steel toe work boots are provided for Code Enforcement Officer's by the Town and are required attire.

606 Rules and Regulations

The following are strictly forbidden and will result in disciplinary action that may include dismissal:

- Intentionally misleading or falsifying an employment record, including application for employment, medical records and, or other personnel related documents.
- Reporting for work under the influence of alcohol or drugs, or possession or use of alcohol or drugs while at work, other than those medications prescribed by a physician.
- Fighting or other acts of violence.
- Stealing or intentionally destroying Town or co-workers' equipment or personal belongings.
- Careless disregard of safety rules established by the Town.

Refusing to perform assigned tasks or acts of insubordination to a supervisor.

- Falsifying any records, such as time cards, expense reports, or other Town documents or reports.
- Frequent tardiness or unexcused absences from work.
- Use of threatening or abusive language.
- Unauthorized solicitation of fellow employees without permission of an immediate supervisor.
- Violations of the Fair Treatment, Non-Harassment, and EEO Policies.

607 Substance-Free Workplace Policy

Employees should be aware that use of drugs or alcohol in the workplace is very dangerous. It is estimated that substance abusers are three (3) times as likely to be involved in on-the-job accidents and absences. Use of these substances endangers fellow workers and public safety.

Reporting to work under the influence of intoxicants, or use or possessions of alcohol or drugs is strictly prohibited. Any employee who possesses, uses, or sells illegal drugs, or who is found to have illegal drugs present in his or her system when reporting to work, at work, or during working hours, will be subject to disciplinary action, up to and including discharge.

Employees are required to notify their supervisor of any prescription drugs they are taking which could, in any way, affect their work performance or driving ability.

The Town reserves the right to inspect and/or search all Town property, as well as an employee's personal property on Town premises, for illegal drugs. Refusal to submit to any such inspection or search will subject the employee to disciplinary action, up to and including discharge. Employees have no expectation of privacy in the workplace.

The sale, possession, transfer, purchase or use of the following substances or items is strictly prohibited on all Town-owned or controlled property (including Town cars) and shall constitute a violation of policy for:

- All illegal and unauthorized drugs, defined as, but not limited to, marihuana, hashish, cocaine, amphetamines, etc., including synthetic and designer drugs.
- The use of alcoholic beverages such as, but not limited to, beer, wine or whiskey.

- All “prescription drugs” without medical authorization. Prescription drugs must be in the possession of the individual to whom the prescription was written, taken in the dosage prescribed, and in their original container. All employees required to take prescription drugs during working hours are required to inform their supervisor of such usage. The use of drugs may negatively affect the employee’s performance while using certain machinery.
- All drug paraphernalia such as pipes, needles, or similar items.
- Any property belonging to the Town or other employees found in the possession of any unauthorized individuals.

Employees must report any problems, their own or those they encounter from others, which are a result of alcohol or drugs to their supervisor immediately.

608 Smoking Policy

In compliance with the Public Health Law of New York, we have, adopted a zero-tolerance policy on the smoking of tobacco products in this work place. **SMOKING IS PROHIBITED ON TOWN PROPERTY.**

Employees who smoke in “No Smoking” areas are in violation of New York State Law and Town policy. Violation of the Town’s smoking policy may result in disciplinary action, up to and including dismissal.

609 Preventing Workplace Violence

The Town is committed to preventing workplace violence and, to maintaining a safe work environment. Given the increasing violence in society in general, the Town has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Town without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, sexual orientation or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an employee’s immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in a position of peril. Employees should not take it upon themselves to intervene in any dangerous workplace disturbance.

The Town will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the Town employee making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Town encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Town Manager before the situation escalates into potential violence. The Town is eager to assist with resolving employee disputes, and will not discipline employees for raising valid concerns regarding workplace violence.

700 ATTENDANCE POLICIES

701 Tardiness

Employees are expected to report to work on time each day. Tardiness can create a hardship for other employees as well as the public. Accordingly, tardiness is not acceptable and may be cause for disciplinary action, up to and including dismissal, in accordance with applicable collective bargaining agreements and/or the New York Civil Service Law. If an employee anticipates they will be late, that employee must notify their immediate

supervisor within thirty (30) minutes of their scheduled starting time.

702 Notification of Absence

Employees must call their immediate supervisor **each day** of absence and indicate the reason for the absence unless the absence was pre-authorized.

Employees who leave their assignment during the workday must notify their immediate supervisor **prior** to leaving.

If employees know in advance that they will be absent, they must notify their immediate supervisor who may then approve reasonable absence requests.

All absences must be requested and approved through the Town designated time collection system.

703 Excused Absences

Excused absences include: illness, bereavement, jury duty, military leave, voting leave, emergency responder leave, domestic violence victims leave, leave for victims and witnesses of crimes, or to donate bone marrow or blood.

704 Bereavement Leave

Bereavement leave provides paid time off for Town employees in the event of a death in their immediate family.

An immediate family member for purposes of the Town's bereavement leave policy includes the following:

- Spouse
- Child (including foster children and stepchildren)
- Parent (including legal guardian and stepparent)

- In-laws (including mother and fathers-in-law and brother and sisters-in-law)
- Grandparent (including grandparent-in-law)
- Grandchild
- Sibling (including half-sibling)
- Aunt or Uncle
- Same-sex partner

Eligible employees are entitled to 5 days paid time off for a death of a spouse, same-sex partner, parent, child or grandchild, 3 days for the death of a brother, sister, mother-in-law, father-in-law, or grandparent, and 2 days for the death of a grandparent-in-law, aunt, uncle, niece, or nephew.

To be eligible to take paid time off for bereavement, employees are expected to notify their supervisors at the earliest opportunity so that the supervisor can try to arrange coverage for the employee's absence. In addition, the Town may require verification of the need for the leave.

705 Military Leave

The Town will provide the necessary time off to employees who are required to fulfill military obligations in any Armed Forces, National Guard, reserves, or other uniformed services or state military, as required by applicable federal and state law. If employees return to work or apply for reemployment on a timely basis, they will be reinstated in accordance with federal and state law.

Military leave will be unpaid, except exempt employees who are paid on a salary basis will be paid for any workweek in which the employee performs work. In addition, employees may choose to use PTO (if applicable) for military leave in lieu of unpaid leave.

The Town requests that employees provide advance notice of their service obligations to their supervisor, unless military necessity makes advance notice impossible. Military orders should be presented to the employee's supervisor and arrangements for leave made as early as possible before the beginning of leave.

If eligible for Town benefits, an employee may continue to accrue such benefits during the period of military leave in accordance with state and federal law.

Retaliation against an employee who requests leave under this policy is strictly prohibited. Additional information regarding military leave may be obtained from the Town Manager.

706 Leave of Absence for Military Spouses

Employees whose spouse is a member of the armed forces of the United States, National Guard or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations shall be allowed up to ten days of unpaid leave. A request for leave under this policy shall only be used when the employee's spouse is on leave from the United States armed forces, National Guard or reserves while deployed during a period of military conflict to a combat theater or combat zone of operations. FMLA leave will be provided as required by law.

707 Jury Duty

The Town will provide time off for required jury duty involvement. Employees who are summoned for jury duty must provide a copy of the summons to their Department Head (or the Town Manager) as far in advance as possible to allow for coverage. Pursuant to New York State law, the Town will pay the first \$40.00 of that employee's daily wage for the first three days of jury service During the jury duty period. New York State will pay a jury fee of

\$40.00 per day for a juror's service for any days that the Town does not pay (i.e., after the third day of jury service).

Above section Revised:

The Town will provide time off for required jury duty involvement. Employees who are summoned for jury duty must provide a copy of the summons to their Department Head (or the Town Manager) as far in advance as possible to allow for coverage. Full-time employees will receive their full salary (wage continuation) for the jury duty period. For part-time employees, the Town will pay the first \$40.00 of that employee's daily wage for the first three days of jury service during the jury duty period. New York State will pay a jury fee of \$40.00 per day for a juror's service for any days that the Town does not pay (i.e., after the third day of jury service).

Employee are required to report to work for the remainder of any day that the employee is not required to serve on a jury.

Employees released early from jury duty are expected to return to work if one or more hours remain in their workday. In these instances, employees are allotted time to return home and prepare themselves for work. The Town understands the demands of jury service and wants to ensure that employees are able to perform their responsibilities. However, it is important that employees do not take advantage of this situation and show consideration for fellow employees by completing work responsibilities to the extent possible.

708 Voting Leave

Any employee whose work schedule does not provide four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. The Town reserves the right to select the hours employees are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

An employee must notify his or her supervisor, or their Department Head of any need for voting leave two to ten days before the election.

Retaliation against an employee who requests leave under this policy is strictly prohibited.

709 Domestic Violence Victims Leave

The Town will grant reasonable time off to employees who are victims of domestic violence. Employees who are victims of domestic violence, or whose children are victims of domestic violence, may use time under this policy to, among other things:

- Seek medical attention.
- Obtain services from a domestic violence shelter.
- Obtain psychological counseling.
- Participate in safety planning to mitigate the risk of future violence.
- Obtain legal services or assist prosecutors.

Leave under this policy will be charged to the employee's accrued vacation, if any. If the employee does not have any accrued vacation, leave under this policy will be unpaid.

The Town reserves the right to deny leave under this policy if the leave would pose an undue hardship on the Town's operations. In all cases, however, the Town will engage in an interactive dialogue with the employee. The Town will not retaliate against any employee requesting or taking leave under this policy.

Employees will be required to present certification for their need for leave under this policy. Certification may consist of:

- A police report regarding the domestic violence episode.
- A court order protecting or separating the employee or the employee's child from the perpetrator.
- Other evidence from a court or criminal prosecutor proving that the employee appeared in court for a matter regarding an episode of domestic violence perpetrated against them or their family member.
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor, that

the employee or employee's child is undergoing counseling related to domestic violence.

710 Witness and Victims of Crime Leave Policy

Occasionally, employees may be the victims of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, an employee's attendance at work will be excused if the employee is a victim of a crime and attending or participating in legal proceedings pertaining to the crime (including consulting with the district attorney handling the prosecution) or if the employee is legally compelled to attend a judicial proceeding as a witness. Employees must notify their supervisor or Department Head immediately of their need for leave under this policy.

The Town reserves the right to request verification of the employee's participation in legal proceedings, such as a copy of the summons or subpoena.

For non-exempt employees, leave under this policy will be unpaid (except when an employee is serving as a witness or asked to appear in court on behalf of the Town), unless the employee chooses to use their accrued PTO time. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Retaliation against an employee who requests leave under this policy is strictly prohibited.

An employee charged with a crime, who is required to attend a judicial proceeding relating to that charge, is not covered by this policy.

711 Bone Marrow and Blood Donation Leave Policy

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate bone marrow. The Town reserves the right to request a written

physician verification of the purpose and length of bone marrow donation leave.

Employees who work an average of 20 or more hours per week are entitled to up to three 3 hours of unpaid leave in any 12-month period for blood donation leave.

Employees may choose to use available PTO time (if applicable) in lieu of unpaid leave. Any leave that is accrued, but not used, will not carry over to the next calendar year

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Retaliation against an employee who requests leave under this policy is strictly prohibited.

712 Family and Medical Leave Act

The Town complies with the provisions of the Family and Medical Leave Act (FMLA). The following is an outline of the basic provisions of the law. The granting of any such leave shall be subject to the provisions of the applicable law and regulations. ***All requests for FMLA leave must be made to the Town Manager.***

Overview of the FMLA:

1. Employees must provide information requested on the Town of Manlius FMLA approval form, which outlines individual employee eligibility requirements.
2. An eligible employee is defined as an employee of the Town for at least twelve (12) months before the leave request (these need not be consecutive), who has worked for at least 1,250 hours during the previous 52 weeks prior to the date leave commences.

3. An eligible employee must be employed at a work site where 50 employees are employed within a 75-mile radius of each work location.
4. An eligible employee may request leave for the birth of their child or adoption of a child by the employee, or a child's placement with the employee for foster care.
5. An eligible employee may request leave when the employee's spouse, child or parent has a serious health condition and requires care from the employee.
6. Eligible employees may request leave for their own serious health condition. A serious health condition is defined as a chronic illness, impairment, or physical or mental condition that involves:
 - o Inpatient care in a hospital, hospice, or residential medical care facility.
 - o Any period of incapacity lasting more than three calendar days that also involves continuing treatment by a health care provider.
 - o Continuing treatment by a "health care provider" for a serious chronic health condition which, if left untreated, would likely result in an absence from work of more than three (3) days, and for prenatal care.
 - o Examples of a serious health condition include: heart attacks, heart conditions, cancers, back conditions requiring extensive therapy, or surgical procedures.

- o Examples of a chronic illness include: asthma, diabetes, epilepsy or other chronic illnesses as defined in the FMLA regulations.
- 7. FMLA gives eligible employees of the Town the right to a maximum 12 weeks (defined by employee's normal work week) of job-protected unpaid leave. Based on a rolling 12-month period measured forward from the first date leave is used.
- 8. Current eligible accrued paid days such as paid vacation, sick days, personal days and other aid days must be used first, and are part of the maximum 12 weeks unless the employee is concurrently receiving Workers' Compensation or New York statutory short-term disability benefits. The remaining days of qualified FMLA leave will be unpaid. Thus, employees certified and designated as on FMLA must first apply to such leave all current eligible accrued paid days off such as vacation, sick, and personal days. After accrued paid time off is exhausted, employees will be on an unpaid leave for the remainder of the applicable 12 week period. Note: Accrued paid days off will not be applied while an employee is on workers compensation or disability leave but such leave shall count toward the maximum 12 week period. Paid time off may be applied during any remaining portion of the FMLA period if disability or workers compensation leave ends but the employee continues to be eligible for FMLA leave.
- 9. During the leave period, the Town will continue employee benefits, such as group life insurance, health insurance, disability insurance, and pensions. However, all employee contributions must be paid by the employee on a timely basis in order to maintain the benefit of continuous coverage. Contributions are at the same level as if the employee was working.

Coverage will cease if payments are not made within a 30-day grace period of the due date.

10. Accrued paid time off such as vacation, personal, and sick days will accumulate while on FMLA.
11. Unless there are unusual circumstances such as sudden changes in health, the Town expects employees to give a thirty (30) day or more notice of their intent to take leave. Employees are expected to maintain contact to continually update their status as it is related to FMLA eligibility.
12. A certification issued by a health care provider will be required to support an employee's request for leave. When required, the employee must provide a copy in a timely manner. This certificate must include:
 - a. The date of the condition
 - b. It's probable or estimated duration
 - c. Appropriate medical facts; and
 - d. An assertion that the employee is unable to perform their essential job functions or that they require leave to care for a sick family member (or themselves) for a specified period to time.

The Town reserves the right to request a second opinion by another health care provider designated or approved by the employee. The Town will pay for the second opinion, which will be rendered by a health care provider other than one used on a regular basis by the Town. In the event of a conflict between the first and second opinions, the Town may, again at its own expense, obtain a third opinion from an additional health care provider approved jointly by the Town and the employee. This third opinion will be final and binding.

13. Certification by an appropriate agency will be required for birth, adoption or foster care.
14. Employees returning to work have the right to be placed in the job position they held when they went on leave, or in an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The Town can exempt the highest paid 10 percent of its otherwise eligible employees from a guarantee of return to work in their pre-leave position.
15. Employees who wish to return to work earlier than anticipated or requesting an extension of leave time, must notify the employer within two business days of the change in circumstances requiring more or less time.
16. All requests and approvals for leave under the Family and Medical Leave Act must be made through the Town Manager on the appropriate forms. This policy applies only as long as the Town employs 50 or more workers within 75 miles of the employee's work site.
17. All leaves taken under Disability and Workers' Compensation will invoke the Family and Medical Leave Act.
18. If an employee fails to return to work after the leave period has expired, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:
 - a. The continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member with proper medical certification.
 - b. Circumstances beyond the employee's control, i.e., parent chooses to stay home with a newborn child who has a serious health condition; an employee's spouse is

unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave.

c. The Town will consider any individual circumstance of an employee failing to return to work at the end of a qualified period of FMLA leave based on the then current FMLA regulations.

19. An employee may not be employed elsewhere while on an approved FMLA leave.

20. Before resuming employment, the employee must submit a statement from their health care provider, indicating whether they can return to work without restrictions. Failure to return to work when required could be considered a voluntary termination.

712A Paid Parental Leave

The Town of Manlius provides paid parental leave to support eligible full-time non-union employees during important life events, such as the birth, adoption, or foster care placement of a child.

Eligibility

To be eligible for paid parental leave, employees must meet all of the following criteria:

- Be employed with the Town for at least 12 months (the 12 months do not need to be consecutive).
- Be classified as a regular full-time non-union employee.
- Part-time or Summer/seasonal staff are not eligible for this benefit.

- In the event of a female employee who herself has given birth, the 2 weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.

Policy Overview

- Eligible employees will receive up to two (2) weeks of paid parental leave per birth, adoption, or foster care placement.
- The total paid leave is limited to 2 weeks, even in the case of multiple births or placements (e.g., twins or adoption of siblings).

- A maximum of 2 weeks of paid parental leave is allowed within a rolling 12-month period, regardless of the number of qualifying events.

- Paid parental leave is compensated at 100% of the employee's regular, straight-time weekly pay and is paid on the employee's regularly scheduled biweekly pay dates.

Use and Scheduling

- Paid parental leave must be used within 12 months of the birth, adoption, or placement of a child.

- Leave may be taken in a continuous block or in daily shift increments.

- Any unused paid parental leave expires 12 months after the qualifying event and will be forfeited.

- Unused paid parental leave will not be paid out upon termination of employment.

Interaction with FMLA

- Paid parental leave runs concurrently with Family and Medical Leave Act (FMLA) leave for employees who are eligible under the FMLA.

- The total combined leave, paid and unpaid, may not exceed 12 weeks under FMLA for a birth, adoption, or foster care placement within a 12-month period.

Additional Leave Considerations

- After paid parental leave is exhausted, remaining FMLA leave, if applicable, must be taken using accrued sick, vacation, and personal time.

- Once all paid leave is used, any remaining FMLA leave will be unpaid.
- Benefits will continue to accrue during the paid parental leave period, consistent with other types of paid leave (e.g., vacation or sick leave).

Notification and Documentation

- Employees must notify their department head at least 30 days in advance of the intended leave date. If 30 days' notice is not possible, notice should be given as soon as practicable.
- Employees must complete any required leave request forms and submit supporting documentation as required by the Town Manager and the department head.

Administration and Interpretation

- The Town reserves the exclusive right to interpret, modify, or terminate this policy at its discretion and as permitted by law.

713 Unpaid Time Off

Unpaid leaves of absence must have a request submitted in writing to the employee's immediate Supervisor, with final approval left to the discretion of the Town Supervisor.

The Town will allow employees to take unpaid time off for, bereavement, military duties, emergency responder duties leave, victims of domestic violence, for victims and witnesses of crimes, to donate bone marrow or blood or to attend a breast cancer or prostate cancer screening. Please see the Town Manager regarding details pertaining to leaves for these reasons.

714 Religious Accommodation

The Town acknowledges that an employee may desire to take time off from their scheduled work hours for religious observance days. The Town will make reasonable accommodations to employees who request, in writing, to their immediate supervisor, to take time off for special religious observances. Time off will be charged against vacation or personal leave, or the time off will be unpaid.

Departures from these requirements may be considered by the Town with respect to religious accommodations where the burden incurred by the Town is substantial in the overall context of the Town's business. .

800 SAFETY

801 Safety Procedures

To be successful, a safety program must have awareness toward injury and illness prevention on the part of all employees. It also requires cooperation in all safety and health matters. Only through such a cooperative effort, can a safety program be administered. The Town's objective is to reduce the number of injuries and illnesses to an absolute minimum. The safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards for every job.
- Training for all employees in good safety and health practices, including use of the AED.
- Providing necessary personal protective equipment and instructions for its use and care.

- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it won't happen again.

First Aid kits and fire extinguishers are provided in various locations throughout the Town's buildings.

Accident Plan

In the case of an accident, employees should stop work immediately and take the following steps:

1. Eliminate the cause of the accident.
2. Provide aid to the injured person.
3. Call your immediate supervisor immediately. If the accident appears serious, call an ambulance.
4. Take steps to prevent a second accident.
5. Promptly prepare and submit a written accident report with the full details of the employee's accident to their immediate supervisor.

To protect all employees and to safeguard equipment and property, it is the Town's policy that no employee will perform any type of work until they fully understand the correct operation and possible hazards involved, safety procedures, and the necessity of safety equipment. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

802 OSHA and Safety

The Federal Occupational Safety and Health Act (OSHA) is designed to provide a safe work environment and eliminate unsafe conditions. All OSHA directives must be carried out.

Any suspected safety hazard should be immediately brought to the attention of the employee's immediate supervisor or Department Head.

803 Hazard Communication Program

The Town, considers Hazard Communication and the prevention of work place injuries and illnesses to be of prime importance. Accident control involves the safety and well-being of Town employees.

The Town is committed to providing a safe and healthy working environment. Accordingly, the Town complies with all Federal, State, and local laws regarding hazard recognition, accident prevention, and working conditions.

This portion of the Town's comprehensive safety program has been prepared to comply with the requirement of Title 29 of the Code of Federal Regulations § 1926.59. It is intended to ensure that all information necessary for the safe use, handling and storage of hazardous chemicals be made available to employees.

The following are guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices.

Chemical Inventory

The Town maintains an inventory of all known chemicals in use; employees may request a list of chemicals from their supervisor.

Container Labeling

All chemicals on-site will be stored in their original or approved containers with proper labels attached. Any container not properly

labeled shall be given to the employee's supervisor for labeling or proper disposal.

Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the supervisor for proper handling.

No unmarked containers of any size are to be left in the work area unattended.

The Town will rely on manufacturer-applied labels whenever possible, and will ensure that these labels are maintained. The Town will relabel containers that are not labeled or on which the manufacturer's label has been removed.

The Town will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.

Safety Data Sheets (SDS)

Employees working with a hazardous chemical may request a copy of the Safety Data Sheet (MSDS). SDSs are available on file. A standard chemical reference is also available to provide immediate reference for chemical safety.

Employee Training

Employees will be trained to work safely with hazardous chemicals. The Town's training includes methods that may be used to detect a release of a hazardous chemical in the work place; physical and health hazards of chemicals; protective measures to be taken; safe work practices; emergency responses; and use of personal protective equipment. The Town will also provide information on the Hazard Communication Standard including labeling and warning systems and an explanation of Safety Data Sheets.

Personal Protective Equipment (PPE)

Employees may obtain required Personal Protective Equipment (PPE) from their Department Head. Employees may be required to wear special safety equipment as directed by their immediate supervisor. Employees must comply with the immediate supervisor's request. Any employee who does not follow the immediate supervisor's instruction is in violation of PPE requirements and will be subject to disciplinary action.

Depending on job duties, employees must routinely wear protective devices, such as gloves, as directed by the employee's supervisor.

Emergency Response

Employees must report any incident of overexposure or spill of a hazardous chemical/substance to their immediate supervisor at once.

The immediate supervisor will be responsible for ensuring that proper emergency response actions are taken in leak/spill situations.

Hazards of Non-Routine Tasks

Immediate supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.

Review of safe work procedures and use of required PPE will be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved and any unique concerns regarding the handling of certain materials.

900 COMMUNICATION PROCEDURES

901 Communication Between Employees and the Manlius Town Board

It is inevitable that employees of our Town will have concerns, criticism and constructive comments. The Town Board welcomes communications with all employees. Accordingly, the Town has established the following informal procedure for employees:

1. Go to the Department Head and review concerns or ideas as a first step. Many times a question can be resolved or a new idea can be implemented by the Department Head.

2. If the employees is not satisfied with the response from their Department Head, the matter can be brought before the Town Manager or the Town Supervisor.

Bulletin boards are located in the Highway Department, Police Department, Town Clerk's office, and public meeting locations. The Town urges all employees to periodically review the information posted.

902 Solicitation, Distribution, and Use of Bulletin Boards

The Town prohibits the solicitation, distribution and posting of materials on or at Town property by any employee or non-employee except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Town.

Non-employees may not solicit employees or distribute literature of any kind on Town premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Town-sponsored program. Visits by non-employees should not disrupt workflow. Former employees are not permitted onto Town property except for official business, or as otherwise permitted, in writing, by the Town Supervisor.

Employees may not solicit other employees while on working time, except in connection with a Town approved or sponsored event.

Employees may not distribute literature of any kind while on working time, or in any work area at any time, except in connection with a Town-sponsored event. This provision, is not, however, intended to limit any rights guaranteed to employees under Section 7 of the National Labor Relations Act.

The posting of materials or electronic announcements are permitted with approval from the Town Manager. Violation of this policy should be reported to the Town Manager immediately.

Bulletin boards are located throughout the Town's buildings for the purpose of communicating information to employees. Employees should check the bulletin boards frequently to keep informed on changes in employment matters and other items of interest. Employees may not post memorandums or announcements on any Town bulletin board without prior approval from the applicable Department Head or the Town Manager.

903 Adverse Correspondence

Employees are to report, to their Department Head, any memos, fax messages, emails, letters, telegrams, legal notices, summons, or other forms of communication of a negative nature.

Employees receiving complaints from Town residents of unfair treatment or expressions of anger and/or dissatisfaction are to notify their immediate supervisor who will take action immediately.

904 Public Relations

The courteous, professional treatment of members of the public by all employees helps to build confidence among the taxpayers we serve. We ask that all employees make every effort to represent the Town in a polite and professional manner.

905 Media Relations

Communication with news reporters and other journalists is, at times, sensitive in nature. Therefore, contact with the media may be handled only by designated managers.

Any telephone calls or visits from members of the media should be directed to the Supervisor's office. Employees may not discuss any business related matter with the media.

MESSAGE FROM THE TOWN SUPERVISOR

The ultimate success of any organization is directly related to the success of each person contributing on a day-by-day basis. It is our sincere hope that every employee of the Town feels they are an integral part of our operations and our community.

Thank you for taking the time to read this handbook. Please contact my office at any time with your comments or questions.

APPENDICES

- A Acceptable Use Policy**
- B Romantic Relations Policy**
- C Performance Evaluation Forms**
- D Workplace Violence Policy & Procedures**
- E Sexual Harassment Policy**
- F Nursing Mothers Lactation Accommodation Policy**

Employee Handbook Appendix A

Acceptable Use of Town Communication/Electronic Equipment ("AUP")

The Town of Manlius makes every effort to provide the best available technology to those employees performing services for the Town. In this regard, the Town of Manlius has installed, at substantial expense, equipment such as computers, electronic mail, Internet, and voice mail. This policy sets forth procedures for the proper use of the Town's communication equipment.

Town property, including computers, electronic mail and voice mail, should only be used for conducting Town business. Personal use of the Town's computers is prohibited and the Town may monitor the use of said equipment.

The communications systems owned by the Town, including e-mail, voicemail, telephones, cell phones, PDA etc., should be used for business purposes. The contents of any communications transmitted through or stored within these systems constitute Town property and are subject to review by and disclosure to the Town. Furthermore, in some situations (e.g. litigation involving the Town) these communications may be subject to disclosure to a third party. Under no circumstances may any voice-mail or e-mail, originating at the Town or intentionally received at the Town, be in violation of the letter or spirit of the Town's policies concerning equal employment opportunity, sexual harassment or be of a nature that may create a hostile work environment. Employees who encounter such material on Town computers should immediately report it to the Department Head or Town Manager.

In order to ensure that the systems are being used properly and in compliance with this policy, the Town, without notice, may periodically access, display, copy or listen to any messages or communications sent, received, created, or stored through or in its systems.

The Town permits ***limited*** personal use of these communications tools with the express understanding that it reserves the right (for its business purposes or as may be required by law) to review all use of, and to inspect all material created by or stored on, the communications tools. Such use may not interfere with Town business. Use of these tools constitutes your permission for the Town to monitor communications and to access files that are made on or with these tools. The fact that employees or appointees may be permitted to choose their own passwords does not imply that they have any justifiable privacy expectations in the material protected by password. All messages sent or received over voicemail or the Internet and/or stored on Town servers or Town-owned computers are subject to review by the Town at its sole discretion.

These systems should not be used to transmit material likely to embarrass, harass or offend other persons, either inside or outside of the Town. Additionally, the Town strictly prohibits the use of its systems to communicate sexually offensive material, comments or anything which might offend or disparage another because of gender, race, sexual orientation, age, national origin, religion or political belief.

Consistent with existing policies, use of the systems for purposes of solicitation is not permitted.

Employees are prohibited from using the passwords or codes of another employee in order to gain access to that employee's e-mail or voice mail communications unless first authorized, in writing, to do so by that employee or unless first authorized by the Town. All passwords and codes used in connection with these systems are the property of the Town.

Any violation of this policy may result in disciplinary action which could include dismissal from employment.

Personal Calls

Much of the Town's business is transacted by telephone. The telephone equipment is provided for the purpose of providing service

to the public and for business operations. Employees must limit outgoing or incoming personal calls to an absolute minimum.

Wireless (Cell) Phones

While at work, employees are expected to exercise the same direction in using personal wireless phones as other Town phones. Personal calls during the work day as well as loud or custom ring-tones can interfere with employee productivity and be distracting to others. The Town encourages employees to limit personal calls during work time, make personal calls on non-work time when possible and to ensure that family and friends are aware of the Town's policy. Like all personal property, the Town will not be liable for the loss of personal wireless phones brought into the workplace.

Safety

Employees whose job responsibilities include regular or occasional driving and who use a wireless phone for business use are expected to refrain from using their phone or sending or receiving e-mails or text messages while driving. Safety must come before all other concerns. Regardless of the circumstances, employees are strongly encouraged to pull off of the road and safely stop the vehicle before placing or accepting a call. If this is not possible, employees are expected to use only hands-free options, refrain from discussion of complicated or emotional matters and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or unfamiliar areas. Under no circumstances are employees permitted to place themselves in jeopardy of physical harm.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violators of this policy may be subject to disciplinary action.

Electronic Mail (e-mail)

Electronic mail is not private and information should not be communicated by e-mail unless the employee would be willing to send that same information by facsimile or regular mail. All email

communications should be written in the style and manner, including grammar and proper decorum that the employee would employ in sending hard copy communications.

Storage and Permanence

Keep in mind that it is very difficult to delete e-mail from a system, either the Town's or the recipient's. Pressing the delete button may delete the e-mail from an employee's computer screen but does not necessarily delete it from the server. E-mail is routinely backed-up and deletion from a server does not necessarily delete it from the backup files.

Downloading/Personal Software

To protect the Town's computers from viruses, downloading of software, particularly executable files (usually indicated by .exe file extension), is prohibited. The Town has acquired and maintains a firewall between its network and the Internet. This Firewall guards against unwanted viruses. If a computer is connected to the Town's network, employees should access the Internet only in the manner enabled by the Town's IT group. Any other method of Internet access will nullify the security measures the Town has in place. It is also possible to carry a virus from another computer via a disk or file obtained from another computer. This includes saving or downloading from memory cards or other portable electronic storage devices. If employees suspect their computer may have been affected by a virus, they must contact IT immediately.

Laptops

The Town may, at its discretion, issue laptop computers to various individuals within the Town. Laptop computers are subject to the same provisions as desk-top computers outlined separately in this policy. Employees issued laptop computers will be held accountable for the safety and security of the device. In addition to general security provisions, employees issued lap-top computers are also responsible for meticulous guarding of the confidentiality of information. Care should always be taken to minimize the likelihood that confidential information is compromised in any way. Breaches of confidentiality will be considered a performance issue. Employees may face discipline up to

and including termination for the improper disclosure of the Town's confidential information.

Confidential Information Policy

The Town limits disclosure of its Confidential Information to:

- Employees with a need to know in order to perform their jobs.
- Third parties requiring the information for a legitimate business purpose, including:
 - prospective suppliers, vendors, and customers; and
 - individuals and companies contemplating a joint venture or other business relationship with the Town.

“Confidential Information” includes, but is not limited to, all information belonging to the Town and not generally known to the public, in spoken, printed, electronic, or any other form or medium, which was obtained from the Town, or which was learned, discovered, developed, conceived, originated, or prepared by an employee in the scope and course of employment, relating directly or indirectly to: [business processes,][practices,][methods,][policies,][plans,][publications,][documents,][research,][operations,][services,][strategies,][techniques,][agreements,][contracts,][terms of agreements,][transactions,][potential transactions,][negotiations,][pending negotiations,][know-how,][trade secrets,][computer programs,][computer software,][applications,][operating systems,][software design,][web design,][work-in-process,][databases,][manuals,][records,][articles,][systems,][material,][sources of material,][supplier information,][vendor information,][financial information,][results,][accounting information,][accounting records,][legal information,][marketing information,][advertising information,][pricing information,][credit information,][design information,][payroll information,][staffing information,][personnel information,][employee lists,][supplier lists,][vendor lists,][developments,][reports,][internal controls,][security procedures,][graphics,][drawings,][sketches,][market studies,][sales information,][revenue,][costs,][formulae,][notes,][communications,][algorithms,][product plans,][designs,][styles,][models,][ideas,][audiovisual programs,][inventions,][unpublished patent applications,][original works of authorship,][discoveries,][experimental processes,][experimental results,][specifications,][customer information,][customer lists,][client

information,] [client lists,][manufacturing information,][factory lists,][distributor lists,][buyer lists,]

Employees must treat all Confidential Information as strictly confidential both during employment and after employment with the Town ends. To maintain the confidentiality of the Town's Confidential Information, all employees must follow these protocols, except as otherwise provided in this policy:

- Employees should not access or use any Confidential Information to which the Town has not provided access or authorization to use.
- Employees should not directly or indirectly disclose, publish, communicate, or make available Confidential Information to any entity or person that does not have a need or the authority to know and use the Confidential Information, except as required for the employee to perform authorized job duties or otherwise permitted by this policy.
- If an employee's authorized job duties require sharing Confidential Information with a third party, the employee must not do so until the employee receives advance consent, in writing, from the Town Manger.
- The Town's Confidential Information must be maintained in a secure location (which may be virtual). The secure location in which Confidential Information is stored must have limited access and sign-in/sign-out procedures, or electronic access controls.
- Employees may not remove Confidential Information from the workplace unless specifically approved, in writing, by the Town Manger in order to perform the employee's authorized job duties.
- Employees should not discuss Confidential Information in public where it may be overheard, including elevators, restaurants, social events, and public transportation.
- Visitors to Town's offices must be accompanied by an employee at all times/while in locations where Confidential Information might become known, or in locations where Confidential Information is known to be maintained.
- In the event of an inadvertent disclosure of Confidential Information, employees must immediately inform the Town Manger so that measures can be taken to minimize damage to the Town.
- Departing employees must return any Confidential Information in the employee's possession to the Town on termination of employment.

Departing employees will be required to sign an acknowledgment of the same.

This policy is not intended to restrict employees' communications or actions that are protected or required by state or federal law including discussing terms and conditions of employment and exercising protected rights under Section 7 of the National Labor Relations Act, discussing or disclosing sexual harassment, or other discrimination, or otherwise disclosing information as permitted or required by law. This policy does not prohibit or restrict any employee from initiating communications with, responding to any inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other state or federal regulatory authority regarding a possible securities law violation.

Any employee who is unsure whether information should be kept confidential should always check with the Town Manager before disclosing the information or taking any other action.

All employees are required to comply with the terms of this policy. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment with the Town.

Personal Equipment

Employees are prohibited from using or maintaining any personal electronic equipment for Town business. Only Town issued equipment may be used for Town business. Personal computers are not permitted on Town property during the work day.

Copyrighted Materials

Reproducing copyrighted materials is governed by the Copyright Act of 1976 codified at 17 United States Code. The Town does not condone the unauthorized reproduction of copyrighted materials, in any format. Compliance with the Copyright Act is the individual responsibility of every employee. Employees seeking to reproduce copyrighted materials must obtain prior written authorization from the Town.

Internet Use

Access to the Internet is provided for the benefit of the Town and its residence. Each person using the Internet is responsible for maintaining and enhancing the Town's public image and for furthering and protecting the interests of the Town. The Internet is a business tool which must be used in a productive manner. To ensure the proper use of the Internet each user must adhere to the following policy.

Access to the Internet is provided for use in conjunction with the Town's business and your job responsibilities. Employees' use of this tool is subject to this policy and to all other policies and procedures. Internet usage is subject to Town inspection. In addition, the Town has the capability to obtain lists of web sites viewed by individual employees, which will be monitored. Employees should be aware that the Town's firewall and other security tools create an audit log detailing every request for access in either direction by each user.

The use of the Internet facilities by any employee must be consistent with the Acceptable Use Policy.

Principles of Acceptable Use

- To respect the privacy of other users. Users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
- To respect the legal protection provided to programs and data by copyright and license.
- To protect data from unauthorized use or disclosure as required by State and Federal laws and Town of Manlius regulations.
- To respect the integrity of computing systems. Users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage alter the software components of a computer or computing system.
- To safeguard their accounts and passwords. Accounts and passwords assigned to single users are not to be shared with any other person without authorization as it compromises the security of the network. Users are expected to report any observations of attempted security violations.
- To protect from system viruses. No one is permitted to load, upload from a remote location, or download from within the office, any software without prior authorization from the Administrator.

Unacceptable Uses

The following are examples of unacceptable use. This is not an exhaustive list and other activity may be deemed unacceptable:

- For activities unrelated to the Town's business and standard operating practices.
- For activities unrelated to official assignments and/or job responsibilities.
- For any illegal purpose.
- To transmit threatening, obscene or harassing materials or correspondence.
- For unauthorized distribution of Town data and information.
- To interfere with or disrupt network users, services, or equipment.

- For private purposes such as marketing or business transactions.
- For solicitation for commercial ventures and/or non-job related solicitations.
- For solicitations for religious causes.
- For solicitations for political causes.
- For private advertising of product or services.
- For any activity meant to foster personal gain.
- To connect to own outside user account.
- Any illegal reproduction of software and other intellectual property protected by U.S. copyright law.

Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. Section 1030, 18 U.S.C. 2252, and relevant sections of the New York State Penal Code - Article 145 and Article 170, notice is hereby given that there are no facilities provided in this system for sending or receiving private or confidential electronic communications. The System Administrator shall have access to all mail and user access requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

The Town of Manlius reserves the right to log network use and monitor file server space utilization by users and assumes no responsibility or liability for files deleted due to violation of file server allotments.

The Town of Manlius will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained is at the user's risk. All computers connected to a network will have anti-virus software installed. The Town of Manlius makes no warranties, either expressed or implied, with regard to software obtained from this system.

Employees should not assume that messages are private and confidential or that the Town of Manlius or its designated

representatives will not have a need to access and review information.

Enforcement and Violations

This policy is intended to be illustrative of the range of acceptable and unacceptable uses of the Internet facilities and is not necessarily exhaustive. Questions about specific uses related to security issues not enumerated in this policy and reports of specific unacceptable uses should be directed to the Administrator. Other questions about appropriate use should be directed to an employee's immediate supervisor.

The Town will review alleged violations of the Internet Acceptable Use Policy on a case-by-case basis. Clear violations of the Policy which are not promptly remedied may result in termination of the Internet services for the person(s) at fault, and referral for disciplinary actions as appropriate.

Communication Guidelines

Each Internet user is responsible for the content of all text, audio, or image files sent or received by them over the Internet. The information employees publish electronically reflects on the Town in general. True anonymity is very difficult to obtain when using the Internet. Accessing any network through the Town's Internet connection normally leaves an "audit trail" indicating at least the identity of the Town's proxy-server (and may leave a trail pointing directly at an individual employee).

Inappropriate use of the Town's facilities may damage the Town's image and could give rise to liabilities. Accordingly, employees must make every effort to be professional in all usage of the Town's communication tools. At a minimum, transmission of abusive, profane, obscene, fraudulent, sexually explicit, slanderous or libelous content is prohibited. No message may be sent if it could be construed as harassment or disparagement of others based on their sex, race, sexual orientation, age national origin, disability, or religious or political beliefs. All messages must contain the user's name. Messages may not be communicated under an assumed name.

Failure to adhere to the guidelines stated in this policy will result in disciplinary action ranging from the removal, or restriction of Internet privileges up to termination of employment.

Employee Handbook Appendix B

Romantic Relations Policy

The Town strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between coworkers, but it does intend to establish very clear boundaries as to how relationships should be handled during working time. This policy does not apply to non-romantic familial relationships such as father-son, or mother-daughter. The specific purpose of this policy is to prohibit individuals in supervisory positions or other influential roles from developing romantic relationship with workers whom the supervisor supervises or exercises authority over.

Consenting or romantic relationships between a supervisor/manager and an employee may at some point lead to complications and significant difficulties for all concerned - the employee, other employees in the department, the supervisor/manager, and the Town. These relationships may result in complaints of favoritism, conflicts of interest, and other disruptions in the workplace and, as a result, are strictly prohibited.

General Expectations and Requirements

Employee off-duty conduct is generally considered private. Thus, romantic relationships between co-workers are not prohibited, provided such relationships do not negatively affect the workplace. Employees who allow romantic relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the Town's disciplinary policy, which may include counseling for minor problems, or other forms of discipline up to and including termination depending on the circumstances.

Supervisor/Subordinate Relationships

1. Romantic or sexual relationships between supervisors and subordinates including but not limited to dating, marriage, or

extra-marital affairs, is strictly prohibited. Supervisors are prohibited from directly supervising and/or hiring employees with whom they have a romantic relationship.

2. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with a subordinate that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Town Manager. Failure to disclose such a relationship may result in immediate termination.
3. The determination of whether a romantic relationship exists shall be determined in the sole discretion and opinion of the Town. This determination shall be based on objective evidence of a romantic relationship, such as co-habitation, the comments or statements of the supervisor and/or the employee, complaints or reports from employees.
4. Upon evidence obtained by the Town, the Town may seek to find a different position for either the supervisor or employee who is involved in a romantic relationship. If a transfer is being considered by the Town, the individual with the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior person. Transfers of an employee are in the sole discretion of the Town and will only be considered where an open position is available and the person being considered for transfer meets the requirements for the position.
5. Refusal of reasonable alternative positions, if offered, will be deemed a voluntary resignation.

6. Violations of this policy, including the failure to disclose the existence of a romantic relationship constitutes insubordination and is subject to disciplinary action up to and including termination.

General Rules

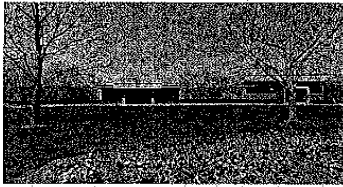
The provisions of this policy apply regardless of the gender or sexual orientations of the parties involved. Employees who have questions regarding the application or scope of this policy should contact their immediate supervisor, the Town Manager, or the Town Supervisor.

Complaints

Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to their immediate supervisor, the Town Manager or the Town Supervisor.

Employee Handbook Appendix C Performance Evaluation Forms

TOWN OF MANLIUS



Employee Performance Appraisal

Employee Name:

Job/Position Title:

Department:

Hire Date:

Evaluation Date: _____

Guide to Conducting the Performance Evaluation

1. Upon receipt of this form, advise the employee of your approximate evaluation timetable so that they may also prepare.
2. Complete the form basing it on the performance of the individual over the entire review period. Evaluate performance using the following guidelines and making comments in support of your ratings:

MARGINAL - Performance is clearly below the level of acceptability. This rating describes the employee who has not kept pace with changing requirements, whose successes have been only occasional, or whose performance has been deteriorating. It may also describe a new employee who has not yet learned the fundamentals of the job. (Individuals with ratings in this category should either move up in performance level or out of the position in a short period of time.)

ADEQUATE - Performance below accepted standards for the time in position. This rating describes the employee who meets only the very minimum position requirements and whose performance could be improved through development, experience, and/or application.

PROFICIENT- Performance is fully acceptable and results are achieved. This rating describes the employee who possesses the required skills and knowledge for the position and who sometimes produces beyond expectations.

COMMENDABLE-Performance is consistently above position requirements. This rating describes the employee whose achievement is very good and who is qualified to assume additional responsibilities. This rating describes the employee whose achievement is very good and who is qualified to assume additional responsibilities.

OUTSTANDING- Performance far exceeds position requirements. This rating is used as special recognition for extra-ordinary accomplishment which has significant impact on the organization.

3. Schedule a specific time for the performance evaluation meeting, assuring privacy without interruptions.
4. Conduct the evaluation-explain the purpose and your agenda.
 - Mutually review performance expectations in terms of individual responsibilities.
 - Discuss ratings using specific examples. Recognize areas of achievement and identify opportunities for improvement.
 - Encourage response from the employee and two-way communication.
5. Encourage response from the employee to make written comments and secure the employee's signature.
6. Forward the completed Performance Evaluation form to the Supervisor's Office.

PERFORMANCE FACTORS:

Review the following factors in relation to performance of position responsibilities.

1. *Quality of Work:* How does it compare with accepted standards of performance?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

Does it reflect sound job knowledge?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

2. *Quantity of Work:* How much acceptable work is consistently produced in relation to job requirements?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

3. *Adaptability:* How well does the employee adapt to new work situations, changes, and responsibilities?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

4. *Use of Work Time:* How well does the employee utilize available time in performance of responsibilities?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

5. *Ability to Work With Others:* How well does the employee work and deal with others to accomplish job requirements?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

6. *Communications:* How accurately and courteously does the employee communicate with supervision, internal and/or external contacts?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

7. *Dependability:* To What extent can the employee be relied upon to complete work assignments?

Marginal ___ Adequate ___ Proficient ___ Commendable ___ Outstanding___

Make specific comments (if applicable) in support of the ratings selected on page 2. Please address deficiencies in performance, as related to position, in each category.

1. Quality of Work:

2. Quantity of Work:

3. Adaptability:

4. Use of Work Time:

5. Ability to work with others:

6. Communications:

7. Dependability:

SPECIAL ACCOMPLISHMENTS: Describe any accomplishments or special achievements which had significant impact on the organization.

SUMMARY COMMENTS: (summarize the employee's overall performance including strengths and areas for improvement)

**OVERALL PERFORMANCE
RATING:**

_____	Marginal
_____	Adequate
_____	Proficient
_____	Commendable
_____	Outstanding

EMPLOYEE COMMENTS: _____

Employee Signature

Date

Department Manager Signature

Date

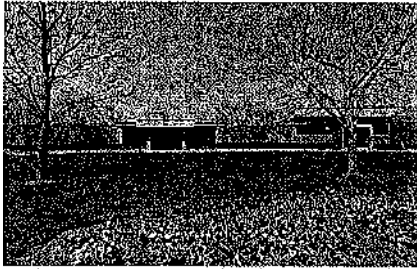
Town Manager Signature

Date

Town Supervisor Signature

Date

TOWN OF MANLIUS



Performance Review: Self-Evaluation

This Self Evaluation Form is an opportunity for you to provide input into your Performance Review Process. The form assists you in focusing on specific aspects of your job performance, including your unique strengths, talent and development focus for the future.

Name: _____

Title: _____

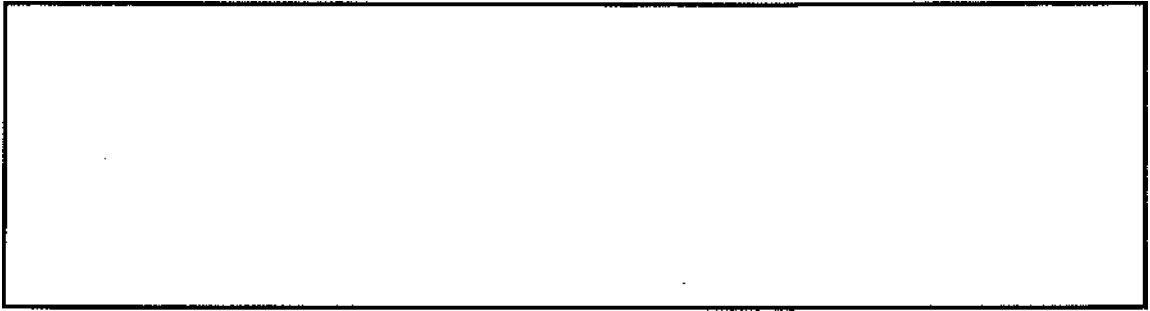
Review Period

_____ to _____

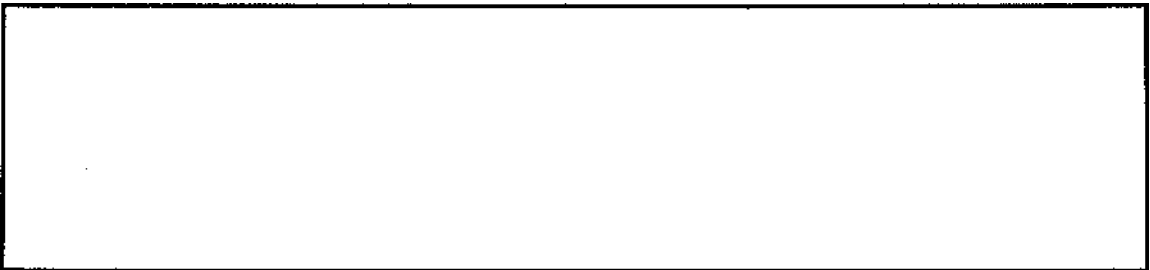
1. What do you believe have been your main accomplishments during this review period? How did you achieve these results? (if you have a separate document for goals, attach with results).

2. What particular part (s) of your job do you enjoy most?

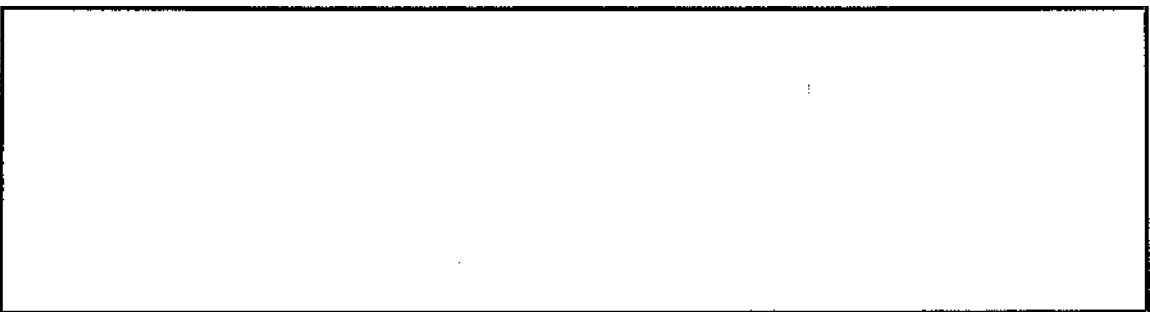
3. What do you find most straightforward or easy in your job?

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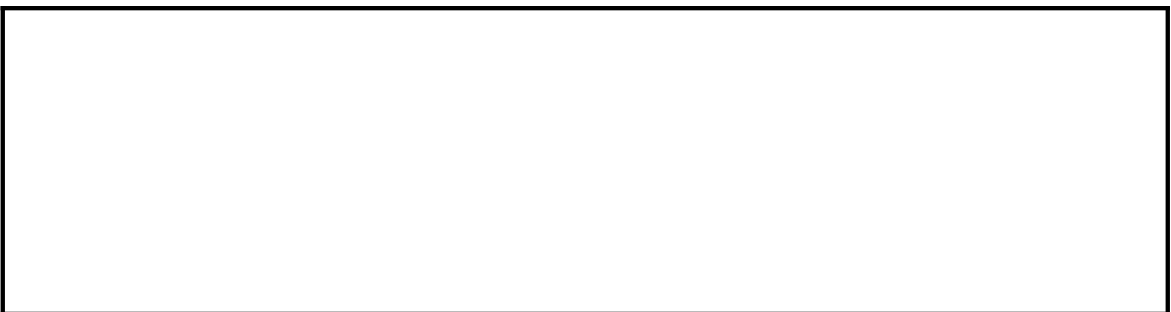
4. What do you find most difficult in your job and were there things that may have hindered your performing as well as you could have?

A large, empty rectangular box with a black border, intended for the user to write their answer to question 4.

5. What can be done to help you to be more effective in the areas mentioned in question #4?

A large, empty rectangular box with a black border, intended for the user to write their answer to question 5.

6. What do you see as your top priorities for this year?

A large, empty rectangular box with a black border, intended for the user to write their answer to question 6.

7. What areas would you like to develop during the next review period? How might this development happen?

8. Comments

Employee Signature

Date

Department Head Signature

Date

Town Manager Signature

Date

Supervisor Signature

Date

Employee Handbook Appendix D
Workplace Violence Policy & Procedures

WORKPLACE VIOLENCE POLICY & PROCEDURES

The **Town of Manlius** has a long-standing commitment to promoting a safe and secure work environment that promotes the achievement of its mission of serving the public. All employees of the **Town** are expected to maintain a working environment free from violence, threats of harassment, violence, intimidation or coercion. While these behaviors are not prevalent at the **Town**, no organization is immune.

The purpose of this policy is to address the issue of potential workplace violence in our **Town**, prevent workplace violence from occurring to the fullest extent possible, and set forth procedures to follow when such violence has occurred.

Policy

The **Town** prohibits workplace violence. Violence, threats of violence, intimidation, harassment, coercion, or other threatening behavior towards people or property will not be tolerated. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve. Individuals who violate this policy may be removed from **Town** property and are subject to disciplinary and/or personnel action up to and including termination, consistent with **Town** policies, rules and collective bargaining agreements, and/or referral to law enforcement authorities for criminal prosecution. Complaints of sexual harassment are covered under the **Town's** Policy against Sexual Harassment.

The **Town**, at the request of an employee or student, or at its own discretion, may prohibit members of the public, including family members, from seeing an employee on **Town** property unless necessary to transact **Town** related business. This policy particularly applies in cases where the employee suspects that an act of violence will result from an encounter with said individual(s).

Scope

All employees, members of the public, vendors, contractors, consultants, and others who do business with the **Town**, whether in a **Town** facility or off-site location where **Town** business is conducted, are covered by this policy. This policy also applies to other persons not affiliated with the **Town**, such as former employees, and visitors. When employees have complaints about other employees, they should contact their supervisor.

Definitions

1. Workplace violence is any behavior that is violent, threatens violence, coerces, harasses or intimidates others, interferes with an individual's legal rights of movement or expression, or disrupts the workplace, the work environment, or the **Town's** ability to provide services to the public. Examples of workplace violence include, but are not limited to:
2. Disruptive behavior intended to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, or waving arms and fists).
3. Intentional physical contact for the purpose of causing harm (such as slapping, stabbing, punching, striking, shoving, or other physical attack).
4. Menacing or threatening behavior (such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten) where a reasonable person would interrupt such behavior as constituting evidence of intent to cause harm to individuals or property.
5. Possessing firearms, imitation firearms, knives or other dangerous weapons, instruments or materials. No one within the **Town**, shall have in their possession a firearm or other dangerous weapon, instrument or material that can be used to inflict bodily harm on an individual or damage to **Town** property without specific written authorization from the Town Supervisor or Chief of Police, or his designee, regardless of whether the individual possesses a valid permit to carry the firearm or weapon.

Reporting of Incidents

1. General Reporting Responsibilities

Incidents of workplace violence, threats of workplace violence, or observations of workplace violence are not be ignored by any member of the **Town**. Workplace violence should promptly be reported to the appropriate **Town** official (see below). Additionally, employees are encouraged to report behavior that they reasonably believe poses a potential for workplace violence as defined above. It is

important that all members of the **Town** take this responsibility seriously to effectively maintain a safe working and learning environment.

2. Imminent or Actual Violence

Any person experiencing or witnessing imminent danger or actual violence involving weapons or personal injury should call their supervisor immediately, or call 911.

3. Acts of Violence Not Involving Weapons or Injuries to Persons

Any person who is the subject of a suspected violation of this policy involving violence without weapons or personal injury, or is a witness to such suspected violation, should report the incident to his or her supervisor, or in lieu thereof, to their respective Chief of Police or his designee. The Chief of Police, or his designee, will work with the Town Manager and the Supervisor on an appropriate response.

4. Commission of a Crime

All individuals who believe a crime has been committed against them have the right, and are encouraged, to report the incident to the appropriate law enforcement agency.

5. False Reports

Members of the **Town** who make false and malicious complaints of workplace violence, as opposed to complaints which, even if erroneous, are made in good faith, will be subject to disciplinary action and/or referral to civil authorities as appropriate.

6. Incident Reports

The **Town** will report incidents of workplace violence consistent with the **Town** Policies for Incident Reporting.

Responsibilities

1. Supervisor

The Supervisor shall be responsible for the implementation of this policy. The responsibility includes dissemination of

this policy to all **Town** employees, ensuring appropriate investigation and follow-up of all alleged incidents of workplace violence, and ensuring that all administrators, managers, and supervisors are aware of their responsibilities under this policy through internal communications and training.

2. Chief of Police

The Chief of Police, or their designee, is responsible for responding to, intervening, and documenting all incidents of violence in the workplace. The Chief of Police, or their designee, will immediately log all incidents of workplace violence and will notify the respective supervisor of an incident with an employee whom they supervise, or notify the **Town** of an incident. All officers should be knowledgeable of when law enforcement action may be appropriate. The Town Manager will maintain an internal tracking system of all threats and incidents of violence.

Officers will be trained in workplace violence awareness and prevention, non-violent crises intervention, conflict management, and dispute resolution.

Officers will work closely with the Town Manager when the possibility of workplace violence is heightened, as well as on the appropriate response to workplace violence incidents consistent with **Town** policies, rules, procedures and applicable labor agreements, including appropriate disciplinary action up to and including termination.

When informed, the Chief of Police, or their designee, will maintain a record of any Orders of Protection for employees. The Chief of Police, or their designee, will provide escort service to employees within its geographical confines, when sufficient personnel are available. Such services are to be extended at the discretion of the Chief of Police, or their designee.

3. Supervisor/Department Head

Each Department Head or other person with supervisory responsibility (hereinafter “supervisor”) is responsible within his/her area of jurisdiction for the implementation of this policy. Supervisors must report to the Town Manager and Chief of Police, or their designee, any complaint of

workplace violence, and any other incidents of workplace violence of which they become aware or reasonably believe to exist. Supervisors are expected to inform their immediate supervisor promptly about any complaints, acts, or threats of violence even if the situation has been addressed and resolved. After having reported such complaint or incident to the Town Manager, Chief of Police, or their designee, and immediate supervisor, the supervisor should keep it confidential and not disclose it further, except as necessary during the investigation process and/or subsequent proceedings.

Supervisors are required to contact the Town Manager and Chief of Police, or their designee, immediately in the event of imminent or actual violence involving weapons or potential physical injuries.

4. Employees

Employees must report workplace violence, as defined above, to their supervisor. Recurring or persistent workplace violence that an employee reasonably believes is not being addressed satisfactorily, or violence that is, or has been, engaged in by the employee's supervisor should be brought to the attention of the Town Manager and Chief of Police, or their designee.

Employees who have obtained Orders of Protection are expected to notify their supervisor and the Town Manager and Chief of Police, or their designee, of any orders that list Town locations as protected areas.

Victims of domestic violence who believe the violence may extend into the workplace, or employees who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace, are encouraged to notify their supervisor, or the Town Manager and Chief of Police. Confidentiality will be maintained to the extent possible.

Upon hiring, and annually thereafter, employees will receive copies of this policy. Additionally, the policy will be posted throughout the Town and be placed on the Town website, as appropriate.

5. Town Manager

The Town Manager is responsible for assisting the Chief of Police, or their designee, and supervisors in responding to workplace violence; facilitating appropriate responses to reported incidents of workplace violence; notifying the Chief of Police, or their designee, of workplace violence incidents reported to that office; and consulting with, as necessary, counseling services to secure professional intervention.

The Town Manager is responsible for providing new employees with a copy of the Workplace Violence Policy and Procedures and insuring that employees receive appropriate training. The Town Manager will also be responsible for annually disseminating this policy to all employees, as well as posting the policy throughout the Town offices and website, as appropriate.

Education

Supervisors are responsible for the dissemination and enforcement of this policy as described herein, as well as for providing opportunities for training in the prevention and awareness of workplace violence. Additionally, annual training will be provided.

Confidentiality

The **Town** shall maintain the confidentiality of investigations of workplace violence to the extent possible. The **Town** will act on the basis of anonymous complaints where it has a reasonable basis to believe that there has been a violation of this policy and that the safety and well being of employees of the **Town** would be served by such action.

Retaliation

Retaliation against anyone acting in good faith who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

Approved by: Manlius Town Board on March 27, 2013

Employee Handbook Appendix E

Sexual Harassment Policy



Purpose and Goals

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

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Town of Manlius. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-a-charge-discrimination>.

Adoption of this policy does not constitute a defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

Sexual Harassment and Discrimination Prevention Policy:

1. The Town of Manlius policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Town of Manlius. For the remainder of this policy, we will use the term “covered

individual” to refer to these individuals who are not direct employees of the company.

2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Town of Manlius who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, department head, or Town Manager. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Town of Manlius to liability for the harm experienced by targets of

discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including supervisors and department heads who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. The Town of Manlius will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town of Manlius will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the Town of Manlius will act as required. In addition to any required discipline, the town of Manlius will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including supervisors and department heads, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their supervisor, department head or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Supervisors and department heads are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Town Manager.

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

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

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

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not

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

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

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or

which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or **humiliation, or interferes with the employee's job performance.**

- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

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

Examples of Sexual Harassment

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

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).

- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or

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

Who Can be a Target of Sexual Harassment?

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

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

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

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

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails,

and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

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

Retaliation

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

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

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;

- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

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

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

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

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and department heads have a special responsibility to make sure employees feel safe at work

and that workplaces are free from harassment and discrimination.

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

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

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

Supervisory Responsibilities

Supervisors and department heads have a responsibility to prevent sexual harassment and discrimination. All supervisors and department heads who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Town Manager. Supervisors and department heads should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

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

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

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

Bystander Intervention

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

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting

harassment, physically assaulting an individual is never an appropriate response.

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

Complaints and Investigations of Sexual Harassment

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

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

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

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

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

- b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- 5. Will keep the written documentation and associated documents in a secure and confidential location;
 - 6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
 - 7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Town of Manlius, but it is also prohibited by state, federal, and, where applicable, local law.

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

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and

protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

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

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

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

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

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

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The

website also contains contact information for DHR's regional offices across New York State.

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

The United States Equal Employment Opportunity Commission:

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

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

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

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

Local Protections

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

Contact the Local Police Department

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

Conclusion

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

Complaint Form for Reporting Sexual Harassment



Combating
Sexual Harassment

Town of Manlius

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

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to the Town Manager. No employee will be retaliated against for filing a complaint.

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

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: ☐Email ☐Phone ☐In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: ☐ Supervisor ☐ Supervisee ☐ Co-Worker
☐ Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? ☐ Yes ☐ No

4. If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

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

5. Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

Instructions for Employers

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Sexual harassment occurs on a spectrum and employers are encouraged to view all potential allegations with an open mind. Disciplinary action should meet the severity of the alleged actions.

Employers should document the findings of the investigation and basis for your decision along with any corrective actions taken. Notify the employee and the individual(s) against whom the report was made of the investigation's outcome and corrective actions taken. This may be done via email.

Nursing Mothers Lactation Accommodation Policy

Lactation Accommodation Policy

In accordance with applicable law, the Town of Manlius provides employees with break time to express breast milk at the workplace.

In this Policy, employees should learn how much time they are allowed for breast milk expression, the kind of space they are entitled to have for breast milk expression, how to notify the Town about their need to express breast milk in the workplace, and how to notify the New York Department of Labor if these rights are not honored.

This Policy will be provided to all employees upon hire, and annually thereafter. This Policy will also be provided to employees as soon as they return to work following the birth of their child.

Using Break Time for Breast Milk Expression

Employees will receive reasonable unpaid break time to express breast milk when requested. Employees may also request to use accrued paid time to express breast milk at the workplace, too.

Employees may request break time (whether unpaid or paid) for up to three years following childbirth.

The Town will provide an unpaid break time once at least every three hours if requested by an employee. However, the number of unpaid breaks employees will need to express breast milk is unique to each employee and the Town will provide reasonable break times based on the individual and particular circumstances.

The Town will not discriminate or retaliate in any way against an employee who chooses to express breast milk in the workplace.

Employees may work before or after their normal shift to make up any time used as unpaid break time to express breast milk, as long as the time falls within the Town's customary and normal work hours for that

day. However, employees are not required to make up their unpaid break time.

Unpaid breaks to express breast milk will be no shorter than twenty minutes. However, if the designated lactation room (discussed below) where such break is taken is not close to an employee's work station, the provided break will be at least thirty minutes. The Town will permit employees to take longer unpaid breaks where circumstances require. Employees may also opt to take breaks that are shorter than 20 or 30 minutes.

Employees working remotely have the same rights to unpaid time off for the purpose of expressing breast milk as employees who perform their duties in-person.

Requests to Express Breast Milk at Work

Any employee that wishes to express breast milk at work must give the Town reasonable advance notice. Such notice must generally be provided before returning to the workplace if the employee is on leave. The Town requests such notice so it can identify and set-up an appropriate lactation room, and, adjust work schedules if necessary.

Employees wishing to request a room or other location to express breast milk in the workplace should submit a written request to the Town Manager. The Town will respond to this request for a room or other location to express breast milk in writing within five days.

The Town will notify all employees in writing, either through email or printed memo, when a room or other location has been designated for breast milk expression.

Lactation Room Requirements

The Town will designate a room or location specific for employees to express breast milk. The room or location will:

- Be close to the employee's work area.
- Provide good natural or artificial light.
- Be private, shielded from view and free from intrusion.

- Have accessible, clean running water nearby.
- Have an electrical outlet (as long as the rest of the workplace is provided with electricity).
- Include a chair.
- Include a desk, small table, counter, or other flat surface.

Please note that each employee choosing to express breast milk will not necessarily receive a separate space from other nursing employees. If more than one employee at a time requires access to a lactation room, the Town may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression will be close to the work area of the employee(s) using the space. The space will be in walking distance, and will generally not significantly extend the employee's necessary break time.

In the event there is no separate room or space available for lactation, the Town may designate a temporarily vacant office or temporarily vacant space to be used for lactation. During any time that the room is required for lactation, the room will not be accessible to the public or other Town personnel.

If no separate room or space at all is available, the Town may designate a "cubicle" or similar space as a lactation space. A cubicle will only be used if it is fully enclosed with a partition and will not be accessible to the public or other Town personnel. Any such cubicle will have at least seven foot tall walls.

If any lactation room or space has a window, it will be covered with a curtain, blind, or other covering. Further, wherever possible, the lactation room or space will be equipped with a functional lock. If a lock is not possible, the Town may place a sign outside of the room or space advising that the space is in use and not accessible to other Town personnel or the public.

If the employee's workspace has a refrigerator, nursing employees will be allowed to use the refrigerator to store expressed breast milk. The Town is not, however, responsible for ensuring the safekeeping of expressed milk stored in any refrigerator. Employees are required to store all expressed milk in closed containers and bring milk home each evening.

Any space or room designated for expressing breast milk must be maintained and cleaned at all times.

If providing a private lactation room or space in accordance with the requirements listed above presents an undue hardship on the Town, it will still provide another room or other location (not a restroom or toilet stall) that is in close proximity to the employee's work area where the employee(s) can express breast milk in privacy. Such a room or area will meet as many of the requirements discussed above as possible. For purposes of this Policy, "undue hardship" means "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business."

In no circumstances will employees be denied the right to express breast milk in the workplace due to difficulty in finding a location.

New York State Department of Labor Resources

Any employee who believes they have experienced retaliation for expressing breast milk in the workplace, or, that the Town is in violation of this Policy, should contact the New York State Department of Labor's Division of Labor Standards, at 1-888-52-LABOR, or via email at LSAsk@labor.ny.gov. Employees may also visit the nearest Labor Standards office to personally file a complaint. A list of Labor Standards' offices is available at dol.ny.gov/location/contact-division-labor-standards.

Federal Resources

Under the federal PUMP Act, effective 2023, any covered workers that are not provided with breaks and adequate space for up to a year after the birth of a child may file a complaint with the U.S. Department of

Labor, or, file a lawsuit against their employer. For more information, please visit dol.gov/agencies/whd/pump-at-work.

Acknowledgement of Receipt

I, _____ (employee name), acknowledge that on _____ (date), I received and read a copy of the Town's Nursing Mothers Lactation Accommodation Policy and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this policy is intended to help the Town's employees to work together effectively on assigned job responsibilities. This policy is not promissory and does not set terms or conditions of employment or create an employment contract.

Signature

Printed Name

Date

615 Telecommuting Policy

The Town of Manlius may authorize remote or hybrid work arrangements at its discretion based on job function and department needs. All telecommuting agreements must be approved in writing by the Department Head and the Town Manager. Telecommuting employees remain subject to all Town policies, including data protection and work-hour tracking.

616 Whistleblower Protection

Employees are encouraged to report concerns about fraud, abuse, safety violations, or other unlawful conduct. Reports may be submitted confidentially to the Town Manager, Supervisor, or Town Attorney. Retaliation against employees who make good faith reports is strictly prohibited and will result in disciplinary action.

617 Social Media & Public Conduct

Employees should use good judgment when engaging on personal social media platforms. Comments that reflect negatively on the Town or disclose confidential information are prohibited. Employees may not speak on behalf of the Town without prior written authorization.

Budget Items

Add Budget

A00 4.1256 - Highway Agreements - \$700

MINUTES
TOWN BOARD
November 19, 2025

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here; <https://www.youtube.com/live/qjOb11yg2U?si=HT0Ycx2VxfQSGELJ>
Supervisor Deer presided, and the following Board members were present:

Absent	Sara Bollinger, Councilor
	Ingrid Gonzalez-McCurdy, Councilor
	Alissa Italiano, Councilor
	Mike Nesci, Councilor
	William Nicholson, Councilor
	Katelyn M. Kriesel, Councilor

The following Town Officers were present: Carrie Grevelding, Town Clerk. William Wolfe, Town Attorney. Jason Cassalia, Chief of Police. Ann Oot, Town Manager. Kay Blythe, Assistant Town Manager. Thomas Poitras, Code Enforcement Officer. Maria Lenway, Comptroller.

1. Attendees

In-Person Meeting Attendees: Ed Theobald, Minoa. Jason Catalino, Fayetteville. Matthew Denton, Manlius. Tim Kelly, Fayetteville. Craig Dudczak, Fayetteville. Cheryl Matt, Fayetteville. Mark Matt, Fayetteville. Rachel McClean, East Syracuse. Peggy Kenyon, Town Employee. Kristine Zingaro, Town Employee. Maria Mahar, Fayetteville. Tori Townsend, Representative for Senator Ryan.

Virtual Meeting Attendees: Jawad Addoum. Reba Oper.

2. 6:30 PM - The Pledge of Allegiance

Supervisor Deer called the meeting to order at 6:30 PM. Councilor Nicholson led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

3. 6:31 PM – Town Board - Rules of Decorum at Public Meetings

Councilor Nesci reminded the public of the Rules of Decorum and requested that they be followed during meetings moving forward.

4. 6:31 PM – Open Podium

Ed Theobald of Minoa commented on the budget and the effects of the tax increase and rising assessments.

Jason Catalino of Fayetteville commented on a key statistic from the school board with 18% of the students in the district are classified as Economically Disadvantaged and urged the board for next budget cycle to stay at the 2% cap.

Matthew Denton of Manlius commented on maintaining the budget.

Mary Teske of Fayetteville inquired about the vote that occurred after executive session.

5. 6:41 PM – Public Hearing - Tax Cap Override

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to waive the reading of the public notice.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to open the Public Hearing.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Ed Theobald of Minoa discussed the history of the Tax Cap Override as well as district costs.

Matthew Denton of Manlius urged the board to not pass the Tax Cap Override.

Jawad Addoum of Manlius requested that the Town Board hold themselves to the Tax Cap and inquired about the increased tax rate.

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to close the Public Hearing.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to enact Local Law 2025-6 Overriding the Property Tax Cap in the Town of Manlius for the Fiscal Year 2026.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

6. 6:52 PM – 2026 Budget - Adoption

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to adopt the changes to the 2026 Preliminary Budget as presented.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to adopt the 2026 Preliminary Budget.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

7. 6:54 PM – OCWA- Proposed Hydrant Yeaworth Lane

Councilor Italiano made a motion, Seconded by Councilor Nesci, to approve the proposed hydrant #4250063 for Yeaworth Lane Town of Manlius as presented by Onondaga County Water Authority.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

Councilor Italiano made a motion, Seconded by Councilor Nesci to authorize the supervisor to sign the highway department permit application submitted by Onondaga County Water Authority for the installation of an additional hydrant and 12” main replacement along Yeaworth Lane, Town of Manlius with Option #1 for the payment.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

7. 6:55 PM – Climate Smart Zoning Project - Colliers Engineering & Design - TABLED

8. 6:56 PM – Set Date - 2026 Organizational Meeting - January 2, 2026

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to set a date for the 2026 Organizational Meeting on January 2, 2026, at 4:30 PM.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

9. 6:56 PM – Set Date - First Board Meeting 2026 - January 7, 2026

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to set a date for the first 2026 Town Board Meeting on January 7, 2026, at 6:30 PM.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

10. 6:57 PM – Town of Manlius Police Department - Sale of Surplus Vehicles & Tires

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to declare a 2018 Black Ford Explorer with 66,890 miles and 82 tires as surplus and authorize them to be auctioned via the county auction through GovDeals.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

11. 6:57 PM – Request for Proposal - Municipal Planning Firm - Public Engagement - Update

Councilor Gonzalez-McCurdy updated the public that the Town did not receive any proposals. One firm showed interest but due to time constraints was unable to submit a proposal. Councilor Gonzalez-McCurdy advised that this will be re-visited at a future meeting.

12. 6:59 PM - Supervisor's Reports for October 2025

Councilor Italiano made a motion, Seconded by Councilor Nicholson, to approve the Supervisor's Reports for October 2025 as presented by the Town Comptroller.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0 All in Favor Motion Carries.

13. 6:59 PM – Budget Items

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to approve the budget increases as presented by the Town Comptroller.

A00 4.2401 Earned Interest \$31,562.43	SL1 4.2401 Earned Interest \$47.62
B00 4.2401 Earned Interest \$288.90	SL2 4.2401 Earned Interest \$18.08
CM1 4.2401 Earned Interest \$176	SL3 4.2401 Earned Interest \$15.89
CM2 4.2401 Earned Interest \$9.82	SL4 4.2401 Earned Interest \$3.09
CM3 4.2401 Earned Interest \$122.45	SL5 4.2401 Earned Interest \$108.55
CM4 4.2401 Earned Interest \$7.11	SR1 4.2401 Earned Interest \$535.48

CM5 4.2401 Earned Interest \$95.85	SS2 4.2401 Earned Interest \$19
DA0 4.2401 Earned Interest \$2,823.32	SS3 4.2401 Earned Interest \$1.14
DB0 4.2401 Earned Interest \$1,133.12	SW1 4.2401 Earned Interest \$115.44
HA0 4.2401 Earned Interest \$51.84	SW2 4.2401 Earned Interest \$49.70
SD1 4.2401 Earned Interest \$104.05	SW4 4.2401 Earned Interest \$67.23
SD2 4.2401 Earned Interest \$636.39	TA2 4.2401 Earned Interest \$938.43
SD3 4.2401 Earned Interest \$688.43	W90 4.2401 Earned Interest \$5.40
SF1 4.2401 Earned Interest \$14.72	A00 4.2655 Minor Sales \$.50
SF2 4.2401 Earned Interest \$33	A00 4.2665 Sale of Equipment \$1
SF3 4.2401 Earned Interest \$10.38	A00 4.2770 Unclassified Revenue \$15
SF4 4.2401 Earned Interest \$.77	SR2 4.2401 Earned Interest \$90.01

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor

Motion Carries.

Councilor Nicholson made a motion, Seconded by Councilor Italiano, to approve the budget transfers as presented by the Town Comptroller.

From:	
A00 5.3120.100 - Personal Services	\$83,000.00
To:	
A00 5.3120.412 - Vehicle Repairs	\$83,000.00
From:	
A00 5.1460.405 - Records Management - Info	\$155.20
To:	
A00 5.1410.401 - Town Clerk Office Supplies	\$155.20
From:	
A00 5.3510.401 - Dog Control (Office Supplies)	\$372.00
To:	
A00 5.1410.401 - Town Clerk Office Supplies	\$372.00
From:	
SW4 5.8340.400 Contractual	\$2,893.00
To:	
SW2 5.8340.400 Contractual	\$2,893.00
From:	
SW4 4.1001 Real Property Taxes	\$2,893.00
To:	
SW2 4.1001 Real Property Taxes	\$2,893.00
From:	
W80 5.8340.400 Contractual	\$173.96

To:

SW2 5.8340.400 Contractual

\$173.96

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson,
Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor

Motion Carries.

14. 7:00 PM - Other Business

Councilor Nicholson advised that the Deer Survey would be set to close at the end of November. He also announced that the Watershed Stewards would be holding their Winter Celebration on December 16, 2025, at 6:30 PM at the Seneca Street Brew Pub located at 315 E Seneca St, Manlius, NY.

15. 7:01 PM - Approval of Minutes – November 5, 2025

Councilor Italiano made a motion, seconded by Councilor Nesci, to approve the minutes from November 5, 2025, as presented by the Town Clerk.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson,
Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor

Motion Carries.

13. 7:01 PM – Approval Abstract #22

Councilor Nicholson made a motion, seconded by Councilor Italiano to approve abstract #22 in the amount of \$454,188.80.

TOWN OF MANLIUS
Fund Summary
Abstract #22 - 2025

<u>CODE</u>	<u>FUND</u>	<u>TOTALS</u>
A	General Fund Townwide	\$69,055.82
B	General Fund Part Town	\$3,677.87
DA	Highway Fund Townwide	\$27,206.29
DB	Highway Funds Part Town	\$92,776.30
SD2	Consolidated Drainage #2	\$9,769.64
SR1	Trash	\$209,344.21
SR2	Brush	\$26,379.17
SW3	Skyridge Water District	\$14,676.00
TA2	Trust & Agency - Other	\$1,303.50

Total \$454,188.80

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson,
Councilor Nesci, Councilor Gonzalez-McCurdy

Nayes: 0

All in Favor

Motion Carries

There being no further business to come before the Board, upon motion duly made by Councilor Nesci and seconded by Councilor Italiano the Board voted unanimously to adjourn regular session at 7:01 PM.

Ayes: Supervisor Deer, Councilor Italiano, Councilor Kriesel, Councilor Nicholson, Councilor Nesci, Councilor Gonzalez-McCurdy

Nays: 0

All in Favor.

Motion Carries

Respectfully Submitted by:

Carrie Grevelding
Town Clerk

DRAFT

DEPARTMENTAL FUNDS

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	7,353.60
A00-1010	Town Board	37.47
A00-1220	Supervisor	433.27
A00-1355	Assessors	79.06
A00-1620	Buildings	178.00
A00-1670	Central Printing	7,000.00
A00-3120	Police	70,116.78
A00-5010	Transportation	250.00
A00-5132	Garage	349.91
A00-7310	Recreation	1,011.86

A00 TOTAL	General Fund Townwide	86,809.95
B00-3620	Codes Enforcement	360.69

B00 TOTAL	General Fund Part Town	360.69
DA0-5130	Machinery	6,811.58
DA0-5142	Snow Removal	166,122.87

DA0 TOTAL	Highway Fund Townwide	172,934.45
DB0-5110	General Repairs	20,945.84

DB0 TOTAL	Highway -Part Town	20,945.84

** TOTAL **		281,050.93

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	4,474.00
A00-1330	Receiver of Taxes	20.00
A00-3120	Police	396.11

A00 TOTAL	General Fund Townwide	4,890.11
DA0-5130	Machinery	2,317.94
DA0-5142	Snow Removal	98.25

DA0 TOTAL	Highway Fund Townwide	2,416.19

** TOTAL **		7,306.30

ACCT	NAME	AMOUNT
A00	NON-DEPARTMENTAL	20,723.50
A00-1220	Supervisor	3,788.40
A00-1620	Buildings	1,925.95
A00-1640	Central Garage	3,755.76
A00-1930	Special Items	527.50
A00-3120	Police	103.50
A00-3310	Traffic Control	25.65
A00-5132	Garage	94,765.55
A00-5182	Street Lighting	503.24
A00-9055	Employee Benefits	500.69

A00 TOTAL	General Fund Townwide	126,619.74

B00-9055	Employee Benefits	21.16

B00 TOTAL	General Fund Part Town	21.16
DA0-9055	Employee Benefits	183.35

DA0 TOTAL	Highway Fund Townwide	183.35
SL1-5182	Street Lighting	2,086.08

SL1 TOTAL	Overhead Lighting	2,086.08
SL2-5182	Street Lighting	3,122.75

SL2 TOTAL	Underground Lighting	3,122.75
SL3-5182	Street Lighting	149.40

SL3 TOTAL	Entry Lighting	149.40
SL4-5182	Street Lighting	903.68

SL4 TOTAL	Garden Park Lighting	903.68
SL5-5182	Street Lighting	3,165.27

SL5 TOTAL	Ratnour Bridge Lighting	3,165.27
SR1-8160	Refuse	209,344.21

SR1 TOTAL	Manlius Res Trash Dist	209,344.21
SR2-8160	Refuse	26,379.17

SR2 TOTAL	Manlius Res Brush Dist	26,379.17
SW3-8310	Water Administration	90,060.00

SW3 TOTAL	Skyridge Water District	90,060.00

** TOTAL **		462,034.81

ACCT	NAME	AMOUNT
A00-1620	Buildings	26,195.78
A00-3120	Police	1,800.00
A00-9060	Employee Benefits	167,376.38

A00 TOTAL	General Fund Townwide	195,372.16
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B00-9060	Employee Benefits	5,393.69
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B00 TOTAL	General Fund Part Town	5,393.69
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DA0-9060	Employee Benefits	34,604.25
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DA0 TOTAL	Highway Fund Townwide	34,604.25
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SR1-9060	Employee Benefits	250.99
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SR1 TOTAL	Manlius Res Trash Dist	250.99
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SR2-9060	Employee Benefits	250.99
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SR2 TOTAL	Manlius Res Brush Dist	250.99
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** TOTAL **		235,872.08
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** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
A00-1620	Buildings	109.84
A00-3120	Police	2,003.84
A00-5132	Garage	90.64

A00 TOTAL	General Fund Townwide	2,204.32
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DA0-5142	Snow Removal	149.20
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DA0 TOTAL	Highway Fund Townwide	149.20
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** TOTAL **		2,353.52
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