

Ithaca Urban Renewal Agency

Human Resource Policies

Adopted by IURA: 11/30/99

Revised: 12/20/01, 5/26/05, 2/4/11 & 6/19/13)

A. ESTABLISHMENT AND ADMINISTRATION OF POLICIES

These policies apply only to Ithaca Urban Renewal Agency (hereafter referred to as the Agency) staff positions solely funded through the Agency. (Note: the Executive Director is a City of Ithaca employee and is not covered by these policies.)

The Executive Director of the IURA has responsibility for administering written human resource policies, which have been approved by the Agency. To handle situations not covered by written policies, the Executive Director may take problem-solving action without approval, keeping the Agency informed of significant outcomes, which may indicate need for future development of formal policies. Changes or amendments to these policies may be approved by the Agency at any time, upon the advice of the Executive Director and the IURA legal counsel where appropriate.

Every employee is expected to be familiar with these policies and should consult with his/her supervisor on questions of interpretation before decisions are made or actions taken. Exceptions to written policies may be made only under unusual circumstances and only with the approval of the Agency.

B. STAFF RESPONSIBILITIES

Staff is responsible to the IURA and to Common Council for developing, planning, and administering the HUD Entitlement program, including the 5-year Consolidated Plan and annual Action Plan. In addition, staff may write occasional reports and provide technical assistance to citizens' groups as requested. Staff is responsible for program development and coordination, and the preparation of grants for other federal and state funds that will enhance Community Development programs or objectives. Staff is responsible for bookkeeping, record keeping, compliance with applicable Federal and State regulations, sub-grantee monitoring, minutes, public relations, citizen participation, and performance reports and any other HUD regulations. Specific duties for each staff member are detailed in each job description in the Appendix.

C. EMPLOYMENT PRACTICES/HIRING

When any position for employment is available, the Agency will take affirmative action to seek qualified applicants without regard to race, age, religion, national origin, political or union affiliation, marital status, familial status, gender or sexual preference, in compliance with HUD guidelines. Physical or mental disabilities will be considered only as they may relate to bona-fide job requirements.

The Executive Director must approve all recommended employment offers before any commitment is made to a prospective employee. This includes rate-of-pay approval. As part of a preferred promotion-from-within policy, qualified present employees will be made aware of openings concurrently or prior to the beginning of external recruitment. If internal applicants are not best qualified, they will be told why. A reasonable number of candidates will be considered for every opening to assure that the most qualified person available is hired.

All present employees who will have a close working relationship with a new employee will be provided an opportunity to meet the final candidate(s) when feasible and will be asked for evaluation input to the employment decision.

D. COMPENSATION

Working Hours

The normal Workweek is 35 hours. Daily hours are from 8:30 a.m. to 4:30 p.m. Employees are authorized to take up to a 60-minute unpaid meal period each work day. Individuals may alter this schedule by prior agreement with their supervisor so long as 35 hours are worked each week. Rest periods are considered part of the working time and are 15 minutes per four hours of work, or the major portion thereof. Rest periods may not be combined to provide a 30-minute rest period once a day, nor may they be accumulated for vacation or other time off.

Overtime and Compensatory Time

Full and part-time non-exempt employees shall be compensated for time worked in excess of their normal hours per week in compensatory time at the straight time rate. Time worked in excess of 40 hours per week must be approved by an employee's supervisor, and shall earn overtime pay at a time and one-half rate, in accordance with applicable labor law.

The employee shall take such compensatory time at a time approved by the employee's supervisor. If compensatory time requested exceeds three work days, the supervisor will notify the Executive Director. In time of particularly heavy workload, with the approval of the Executive Director, an employee may be paid in cash for overtime rather than in time off.

It is preferred that excess time worked be taken off during the month in which it is worked. It is recognized, however, that this may not always be possible. Total accumulation under usual circumstances shall not exceed 80 hours. Any accumulation in excess of 80 hours will be reported to the Agency.

Employees may carry the balance of their compensatory time forward. At termination of employment, an employee will be paid for all unused compensatory time.

Paydays

Salaries will be paid bi-weekly and there are 26 pay periods in the year. An employee is expected to complete a bi-weekly time sheet including a cumulative record of compensatory time earned. Both the employee and the employee's supervisor must sign time sheets.

E. PERFORMANCE REVIEW

All new employees or newly promoted employees will be formally evaluated using standard forms for this purpose after completing six months of employment. Another formal evaluation will be conducted after one year of employment.

Each supervisor will conduct at least one written performance review annually of each supervised staff member. The objective of these reviews is to assist employees in their career development and to improve overall effectiveness of Agency operations. The review will be shown to, and discussed with, the employee in draft form. Subsequent changes may be agreed upon before a final record is made. If agreement cannot be reached, the employee may prepare a separate statement for the record.

Both parties, indicating that they have communicated on the subject matter even though they may not have agreed, will sign all performance reviews. The Executive Director will approve each written review before it is placed in the employee's permanent personnel file. The employee will be given a copy of the final document.

Probationary Period

A new employee or an employee who has been promoted will be given a six-month probationary period during which time his/her performance on the job will be monitored. At any time during the probationary period, the Executive Director may terminate or demote the employee, if the Director determines that the employee's performance or conduct is not satisfactory.

F. SALARY ADMINISTRATION

All employees, or Agency employees, or job titles will have written job descriptions, which may be adjusted periodically to reflect changing or additional responsibilities.

Salary Increments: The amount of any increment in salary is determined in part by availability of funds. Both the Executive Director and the Agency must approve all increments. Three classifications of salary increments exist:

1. Cost of Living Adjustment: The salary for each full and part-time regular employee may be increased to reflect increases in the cost of living. Such an increase, if it occurs, will be granted to each regular employee on January 1. There is no set percentage increase for a cost of living adjustment to salary; the percentage will be determined by the Agency upon the advice of the Executive Director.
2. Change in Job Title: If an employee is promoted to an Agency position with a higher salary, the employee's salary will be adjusted to the new rate. Adjustments will take effect immediately following the change in job title.
3. Adjustment: Based on performance reviews an employee may receive a salary adjustment. Adjustments will be made at the beginning of pay periods.

G. BENEFITS ELIGIBILITY

A regular full-time employee who works a schedule of at least 35 hours a week is considered eligible for full employee benefits. A regular part-time employee who works a schedule of between 20 and 34.5 hours per week is eligible for health benefits for him or herself only. A regular part-time employee who works a schedule of between 17.5 and 34.5 hours per week is eligible for pro-rated vacation, holiday, sick and personal days per section J. An employee working less than 20 hours per week is not eligible for health insurance. An employee working less than 17.5 hours per week is not eligible for vacation, holiday, sick or personal days.

A temporary full or part-time employee who is hired for a specific and limited period of less than six months is eligible only for worker's compensation benefits.

H. EMPLOYEE BENEFITS

The benefits listed below apply to regular Agency employees. The Agency has expressed its wish to be flexible in its benefit programs, especially as it regards women, minorities, and single parent employees.

Health Insurance

The Agency will provide, and pay 80% (effective 1/1/12) of the premium of family or individual medical insurance for any full-time employee unless the employee chooses not to accept it. For a regular part-time employee who works a schedule between 20 and 34.5 hours per week, the Agency will provide, and pay 80% (effective 1/1/12) of the premium of, individual medical insurance for him or herself only. Family medical insurance coverage includes the recognition of marriages between same-sex partners legally performed in New York or other jurisdictions. Coverage for new employees who are eligible for health insurance benefits will become effective on the first day of the month following date of hire.

Should an employee already have a policy which s/he wishes to continue, or expand, in lieu of accepting the health insurance policy offered by the Agency, the Agency shall pay the employee's contribution for that insurance, or reimburse the employee for that insurance, only up to 75% of the Agency's cost that the employee would have been eligible for if she/he elected to accept the health insurance policy offered by the Agency. Should an employee health policy cost less than a comparable IURA employee policy, no reimbursement shall be made to the employee beyond the employee's cost, limited to the benefit as described above. Any reimbursement made to the employee will be paid bi-annually (usually in June and December) and will be paid directly to the employee. The employee must show proof of health insurance premiums paid in order to be eligible for reimbursement.

COBRA

The General Notice of COBRA Continuation Coverage Rights is included in the Appendix.

Retirement, Social Security, Unemployment Insurance and Worker's Compensation

Each regular employee (part-time and full-time) shall receive a retirement benefit equal to 9% (effective 1/1/13) of their gross salary. The Agency will deposit the contribution on behalf of the employee into an Agency sponsored Simplified Employee Pension (SEP) Individual Retirement Account (IRA). Payments will be made on a quarterly basis during the year and will be forwarded directly to the SEP-IRA program. Contributions will be computed from the 1st day of work.

The employee's required withholding for social security taxes will be deducted from the employee's salary and the appropriate contributions will be made by the Agency to Social Security, Unemployment Insurance and Worker's Compensation.

Death Benefit

Each employee, full or part-time, is eligible to receive life insurance. A full time employee can receive premium reimbursement for a policy with a \$50,000 benefit; a part-time employee who

works a schedule of between 17.5 and 34.5 hours per week can receive premium reimbursement for a policy with a benefit of \$25,000.

Select Benefits Program

Each employee with a scheduled work week of 20 or more hours is eligible for participation in the IURA Flexible Benefit Plan, in accordance with applicable U.S. Internal Revenue Service rules. Enrollment is voluntary. If an employee participates in the Flexible Benefit Plan, s/he must enroll in December of the year proceeding the full plan year January 1 – December 31. Enrollment cannot be changed during the plan year unless there is a change in family or employment status (as outlined in the plan document).

Plan options include: Health Premium Benefit and the Salary Conversion Option. The Salary Conversion Option includes a Health Care Reimbursement Account, a Dependent Care Assistance Account, and an Individual Premium Account as further described in the Flexible Benefit Plan. Following is a summary of benefits:

Health Premium Benefit: All employees who are required to contribute to the cost of their health insurance coverage will have the opportunity to have the contribution withheld on a pre-tax basis, not subject to federal or state taxes.

Dependent Care Assistance Accounts: Regular full and part-time employees may have pre-tax dollars deducted from their salary and deposited into a DCAA. Eligible DCAA expenses are defined by the U.S. Internal Revenue Service (IRS). As of January 1, 2013 the maximum amount an employee may apply to the DCAA is \$5,000 for married persons filing jointly per household or single head of household and \$2,500 for married filing separately per household. To be reimbursed, an employee must submit a completed claim form along with proper documentation of eligible expenses to the Claim Administrator. Employees may only be reimbursed for amounts previously deducted from their salary.

Health Care Reimbursement Accounts: Regular full and part-time employees may have pre-tax dollars deducted from their salary and deposited into a HCRA. Qualified expenses and programmatic restrictions are defined by the IRS. A maximum of \$2,500, or the maximum allowed by applicable IRS rules, whichever is less, may be contributed annually. To be reimbursed, an employee must submit a completed claim form along with proper documentation of eligible expenses to the Claim Administrator.

Expenses for both DCAA's and HCRA's must be incurred in the calendar year for which contributions were made. Reimbursement for these expenses may be made until March 31 of the calendar year following the year in which the expense was incurred. Any unclaimed balance remaining at the end of this claim period will be forfeited, in compliance with federal law.

Parking Privileges

An Agency employee will be permitted to park without charge in a public parking facility designated by the City during working hours or while attending work related meetings, in accordance with the same restrictions as apply to City employees covered by the CSEA administrative unit contract.

I. ANTI-DISCRIMINATION AND ANTI-HARASSMENT, AND SEXUAL HARASSMENT POLICIES

Discrimination and harassment is illegal, and will not be tolerated by the Agency or within City government. Each employee is guaranteed the right not to be discriminated against or harassed and is prohibited from discriminating against or harassing others or creating a difficult environment, which unreasonably interferes with some other individual's work performance. The Agency adheres to the Anti-Discrimination and Anti-Harassment Policy and the Sexual Harassment Policy adopted and enforced by the City of Ithaca and contained in the Appendix.

J. VACATION, HOLIDAY, SICK & PERSONAL DAYS

In order to be eligible for vacation, holiday, sick and personal day benefits, an employee must fall within one of the following Time Benefit categories:

Full time:	Scheduled work week of 35 hours
Part-time I (PTI):	Scheduled work week between 21.5 and 34.5 hours
Part-time II (PTII):	Scheduled work week between 17.5 and 21 hours

Vacation

The following vacation hours will be credited to eligible employees on a bi-weekly basis:

	<u>Full-time</u>	<u>Part-time I</u>	<u>Part-time II</u>
First four years of service:	2.70	2.16	1.62
Five - ten years of service:	4.04	3.24	2.43
More than ten years of service:	4.04	3.24	2.43

Each employee may take vacation at such time as is mutually agreed upon with his/her supervisor. An employee accrues vacation from the first day of employment but is not eligible to take accrued vacation until six months of service is completed. Employees may accrue vacation time without limitation.

If an authorized agency holiday occurs within an employee's vacation period, holiday hours will be used in lieu of vacation hours for that day. An employee will be reimbursed for unused vacation at the salary rate he or she is earning at the time of termination of employment. If a

medically documented illness occurs during a vacation period, sick leave may be substituted for those days during the vacation when the employee was ill. If employment ends during the first week of the bi-weekly period, the employee will be credited with half of the bi-weekly amount of vacation time. If employment ends during the last week of the bi-weekly period, the employee will be credited with the full bi-weekly amount of vacation time.

Paid Holidays

Each employee shall receive 11 paid holidays per year, which shall be the same as those taken by CSEA employees. Those holidays are: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. In addition, each eligible employee as of January 1 of each year will be credited with two (2) floating holidays. During an employee's initial year of employment, floating holidays time will be credited based on an employee's start of employment date as follows:

1/1 – 4/30: two (2) floating holidays
5/1 – 8/31: one (1) floating holiday
9/1 – 12/31: no floating holiday

Hours credited for each holiday:

Full-time: 7 hours per holiday
Part-time I: 6 hours per holiday
Part-time II: 4 hours per holiday

Employees may not carry over any holiday time at the end of each calendar year. Upon termination of employment, any unused floating holiday time will be paid to the employee.

Sick Days

Sick time for employees will be credited bi-weekly as follows:

Full-time: 3.24 hours (represents 84 hours of sick time per year)
Part-time I: 2.59 hours (represents 67 hours of sick time per year)
Part-time II: 1.94 hours (represents 50 hours of sick time per year)

Sick time benefits begin at the date of employment. Employees may accrue sick time without limitation. At termination of employment, there is no cash reimbursement for unused sick leave.

Personal Days

Personal Days for employees will be credited on January 1st of each year as follows:

Full-time: 21 hours (represents 3 days per year)

Part-time I: 16 hours
Part-time II: 12 hours

During an employee's initial year of employment, Personal Day time will be credited based on an employee's start of employment date as follows:

	Full-time	Part-time I	Part-time II
1/1 – 4/30:	21	16	12
5/1 – 8/31:	14	12	8
9/1 – 12/31:	7	6	4

Employees may not carry over personal time to the next calendar year. At termination of employment, there is no cash reimbursement for unused personal time.

Bereavement

In the event of death in the family of an employee or family of an employee's spouse, the employee shall be allowed a leave of absence with pay to a maximum of three days. The supervisor must approve this leave of absence. Bereavement leave may be extended to one week at the discretion of the Executive Director.

Medical Leaves of Absence

Accrued sick leave may be used during medically verified disability and leave without pay may be granted subsequently. A request for temporary medical disability should be in writing and approved by the Executive Director. The request should state intent to return to work within a reasonable period of time after recovery. Leave time cannot exceed three months and the employee will be guaranteed employment on return. During the leave of absence no vacation, sick, holiday or personal time will accrue. Health insurance benefits will continue only for the first three months of a medical leave of absence.

Family Leave

At the time of the birth or adoption of a child, or to take care of a family member with a serious health condition, an employee may elect to take a family leave of up to three (3) months. The employee may select the option of using any combination of accrued sick leave (which shall not require medical verification in this case), personal leave, vacation, or leave without pay. During this three month period, the employee's health insurance benefits will continue. The employee's position will be held open or filled on a temporary basis, until the end of the family leave. For a family leave longer than three months, there is no guarantee that the employee will have continued employment with the Agency upon the expiration of such leave and an employee's health insurance benefit will not continue. During a family leave no vacation, sick, holiday or personal time will accrue.

Leaves of Absence Without Pay

Leaves of absence without pay may be granted for up to 90 days. The granting of a leave of absence for less than 30 calendar days will be at the sole discretion of the Executive Director. Leaves for 31-90 days require the approval of the Executive Director and the Agency. Such leave shall not be granted until all accrued vacation time is used. A minimum of one-year full-time regular employment is necessary for a leave of absence to be approved. A request for such a leave must be in writing, stating the reason for the leave and intention to return to work at a specified date. During a leave of absence no vacation, sick, holiday or personal time will accrue and the employee will not be eligible for health benefits other than COBRA benefits.

Leave without pay will be considered a resignation if the employee fails to return to work from such leave on the specified date when the leave expires. If, during the employee's absence, the position is terminated due to funding reduction, the employee will be notified according to termination policies and will be eligible for normal termination benefits.

FMLA – Family Medical Leave Act

Employee Rights and Responsibilities Under the Family and Medical Leave Act information are included in the Appendix.

Jury Duty Leave

Jury Duty Leave shall be granted as leave with pay to an employee who is required to serve as a juror. An employee must present notice of required jury service to the supervisor.

K. EMPLOYEE DEVELOPMENT

Agency Initiated Training

Each employee of the Agency will be encouraged and assisted to further personal and career development through academic study and by such other means as will contribute to further service to the Agency and is not in conflict with regular duties. Payment of fees for conference or other training experience shall be made when recommended by the supervisor and approved by the Executive Director. Such assistance shall be limited to courses or training which:

- Are related to an employee's position which will aid further development in the performance of duties
- Are deemed to be of special or needed benefit to the individual's career
- Are submitted in advance for approval by the Executive Director

- Will not interfere with satisfactory discharge of responsibilities even though training may occur during normal working hours.

Employee Initiated Training

The Agency agrees to pay the tuition for up to 6 credit hours of courses per year equivalent to the current cost per credit hour at Tompkins County Community College (TC3) for a full-time employee. For a regular part-time employee, the Agency will pay the tuition for up to 3 credit hours per year. All requests are subject to the availability of Agency administration funds. Any requests for assistance over this amount must have prior approval of the Agency. This includes any training programs, conferences, workshops, or classes that are related to work of the Agency by agreement between employee and supervisor and approved by the Executive Director. This training will normally occur during non-working hours. Allotments for employee initiated education assistance will not be accumulated from one fiscal year to the next.

L. REIMBURSEMENTS RELATED TO EMPLOYMENT

Where membership in a professional society or club is for the purpose of officially representing the Agency, payment of dues and fees will be made by the Agency. Other club or professional memberships may be paid by the Agency if they are job essential and approved in advance by the Executive Director.

All travel must be authorized in advance by the Executive Director. An employee may request reimbursement for any legitimate job-related travel expense. Where possible, requests should be accompanied by a receipt.

When it is necessary for an employee to use their own automobiles for Agency business, they will be reimbursed at the City's mileage rate, which is defined as the "IRS Mileage Rate". On extended trips, automobile mileage reimbursement may not total more than round trip economy airfare. An employee shall be covered by worker's compensation benefits while travelling on Agency business.

M. OUTSIDE ACTIVITIES AND COMPENSATION

To avoid actual or appearance of conflict of interest, any employee who engages in any remunerative activity in any field directly related to Agency work must inform his/her supervisor. This includes consultation, speeches, conference participation and related work by Agency staff members. If done during normal working hours (with the exception of vacation or compensatory time off), any fee for such activity will be paid to the Agency. All copyrights on work produced while on the job will be in the name of the Agency and shall remain the property of the Agency.

N. TERMINATION OF EMPLOYMENT

The end of an employment relationship with the Agency will fall within one of the following categories, with indicated policies applicable to each.

Resignation: Resignation is a voluntary termination freely made by the employee for any reason she/he chooses. An employee shall give at least two weeks written notice and is requested to give as much notice as possible. An employee who does not give required notice might forfeit pay for unused vacation leave time at the discretion of the Executive Director.

Mutual Agreement: Mutual agreement is when both the employee and the Agency think that it would be mutually beneficial to end the employment relationship. Under these circumstances, no termination notice period is set by the Agency and a departure date is determined by the Agency within a reasonable time period.

Reduction in Force: A reduction in work force may result from job elimination due to reorganization or financial considerations determined by the Agency. An employee so affected will be given one-month notice. During this month, s/he will receive full pay and reasonable time off for employment interviews.

Dismissal: Dismissal may be for, but is not limited to, unsatisfactory performance and/or misconduct, and is determined at the discretion of the Executive Director. Dismissal requires no notice period but notice of dismissal shall be provided in writing. The employee may be asked to leave immediately or be given a period of notice at the discretion of the Executive Director. If dismissal is for unsatisfactory job performance, it shall have been preceded by adequate supervisory discussion and an opportunity to improve. Individuals who are involuntarily terminated for unsatisfactory performance will receive 2 weeks pay at termination.

Retirement: Retirement is a type of voluntary termination freely made by the employee for any reason s/he chooses. There is no mandatory retirement age, although normal retirement age coincides with the age when an employee is eligible for full Social Security benefits and continuation beyond that time is subject to meeting usual performance standards.

Other Termination Procedures: Any vacation or compensatory time to be paid to the employee will be made at the time of termination in lieu of extending the termination date.

O. GRIEVANCES

An employee is expected to consult first with his/her supervisor regarding any action; occurrence or attitude either expressed or implied which is perceived as unfair or inequitable on the job. If a satisfactory agreement for resolution cannot be made through regular

supervisory channels, the employee may appeal to the Executive Director in writing with a copy to the supervisor.

If an employee files a written grievance with the Executive Director and no resolution is reached within 10 working days after the grievance is received, the matter will then be referred to the Agency.

The Agency will hear and review all evidence presented by the employee and the supervisor involved. After careful consideration, it will make a ruling and inform the Executive Director of its determination. This ruling will be considered final.

P. DRUG-FREE WORKPLACE

In accordance with HUD's requirement that their grantees conform to the Drug-Free Workplace Act, the Agency office is required to submit certification that it is a drug-free workplace. The Act states that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited. Each employee is required to sign a statement, which indicates that s/he is aware of the Drug-Free Workplace Act and its implications. If an employee violates this Act, then the employer will discuss the nature and consequences of violation with the employee and a referral will be made to an appropriate agency where the employee will seek drug abuse assistance and rehabilitation. If the problem persists then disciplinary action, up to and including dismissal, will be taken.

An employee will be required to notify the Executive Director within 5 days of any criminal conviction due to a drug violation occurring in the workplace. The employer must then inform HUD within 10 days. Within 30 days of notice appropriate personnel action must be taken.

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