***ROUSE, RPC***

**Employee Policy Manual**

**Revised for Adoption**

**January 1, 2013**

**Amended April 8, 2021**

**Purpose of Policy Manual**

This manual serves to document the employer's (ROUSE, RPC) policy with regard to the terms and conditions of employment of its employees. It does not constitute or imply a contractual relationship of any kind between the employer and the employees. All employees are employed at will, without recourse except for enumerated rights under applicable law, statute or code.

**Equal Opportunity Employer**

ROUSE, RPC is an equal opportunity employer with regard to any and all aspects of employment, including, but not limited to; recruitment, hiring, training, promotion, compensation, transfer and other terms and conditions of employment. This policy applies to all persons regardless of race/ethnicity, age, religion, disability, national origin, gender, sexual orientation and any other protected class.

**Substance Abuse**

ROUSE, RPC is a drug and alcohol free work environment and maintains a zero tolerance policy in that regard. Further, ROUSE, RPC will comply with any and all drug/alcohol-free work place requirements imposed by funding sources.

The Executive Director has the right to immediately suspend or dismiss any employee who appears or behaves in a manner that they believe to be consistent with impairment or intoxication resulting from the consumption of alcohol or non-prescribed drugs while on the job. This right extends to anyone who is involved in the unlawful manufacture, distribution, dispensing or possession of a controlled substance, whether on the job or not.

**Exempt/Non-Exempt Titles**

Exempt employees are excluded from the provisions of the Fair Labor Standards Act.

Non-Exempt employees are covered by the provisions of the Fair Labor Standards Act. These employees must maintain and attest to an accurate record of hours worked.

All employees are deemed "At Will".

**Workday/Workweek**

Clerical/office/project/program staff will typically work a 35 to 40 hour week, Monday through Friday, non-holiday, from 8:00 AM to 4:00 PM with a one-half hour, unpaid lunch. Lunch shall be taken at the approximate median point of the workday, subject to the demands of the work.

All Maintenance staff shall work a 40 hour week, Monday through Friday from 8:00 AM to 4:30 PM with a one-half hour, unpaid lunch. Lunch shall be taken at the approximate median point of the workday, subject to the demands of the work. Maintenance staff shall also be required to work "on-call", 24 hours a day, seven days a week. A stipend will be paid bi-weekly to each on-call Maintenance staff member who works “on-call” 24 hours a day, seven days a week. If more than one Maintenance employee is on the payroll, on-call duty may be rotated between the employees.

Part time employees are those who routinely work less than 20 hours per week. Their schedules shall be established by the Executive Director.

Flexible schedules may be approved upon written request. Approval to flex the work schedule is in the sole purview of the Executive Director. Flexing the work schedule is encouraged in cases where meetings or other job responsibilities take place outside the normal workday/workweek. Approval of the Executive Director is required.

**Hours of Operation**

The employer's office hours at 99 Blooming Grove Dr., Troy, NY 12180, shall be from 8:30 AM to 4:00 PM, Monday through Friday, non-holiday. This schedule is subject to the demands of the work and may be modified from time to time to accommodate those demands.

**Overtime**

In accordance with NYS Department of Labor Law, the overtime requirement is based on hours worked in a given payroll week. The payment of overtime at one and one-half their regular “straight-time” hourly rate of pay for all hours worked over 40 hours in a given payroll week will be awarded to all non-exempt employees. Except for emergency call-in, overtime will require the expressed and prior approval of the Executive Director.

**Holidays**

ROUSE, RPC shall observe the following holidays: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; the Fourth of July; Labor Day; Columbus Day; Thanksgiving; The day after Thanksgiving; Christmas. Full time employees (exempt and those working over 32 hours a week average) will receive a paid holiday after the probationary period of 3 months has been met. Full time employees working less than 32 hours shall receive paid holiday compensation on a prorated basis after the probationary period of 3 months has been met. Part time employees do not receive holiday pay.

**Vacation**

All Full Time employees who work an average of 35 or more in a given week and have successfully completed the 90 day probationary period, shall earn a total of 13 vacation days or 104 hours per calendar year to be distributed in 4 hour increments at the beginning of each bi-weekly pay period. Full time employees working an average of less than 35 hours shall earn vacation days each calendar year on a prorated basis to be distributed at the beginning of each bi-weekly payroll period.

After completing three years of service, all Full Time employees shall accrue an additional 2 vacation days or 16 hours (prorated for Full Time employees working less than 35 hours a week average) to be awarded at the beginning of each calendar year.

The maximum accrual of vacation time is limited to 25 vacation days (200 hours) and any unused days/hours in excess will be forfeited on December 31 of the current year.

Employees are encouraged to use the vacation time to which they are entitled. All requests for vacation time shall be submitted in writing, no less than two weeks in advance and are to be used in one hour increments. Scheduling of vacations shall be done at the discretion of the Executive Director.

New employees are subject to a probationary period of ninety (90) days during which no vacation is accrued. Upon successful completion of the probationary period, vacation time shall begin to accrue at the normal rate. No unpaid vacation time is permitted during probation except in extreme emergencies. Documentation of the emergency may be required.

Full time employees are entitled to cash payment for up to twenty-five (25) days of accrued vacation upon separation. Accruals in excess of twenty-five (25) days are forfeited.

Part-time employees are not entitled to paid vacation.

The Board of Directors maintains negotiation discretion regarding benefit eligibility.

**Sick and Safe Leave**

Effective January 1, 2021 ROUSE RPC will provide each employee Paid Sick and Safe Leave at a minimum of 40 hours per calendar year at their regular rate of pay in compliance with New York State’s Paid Sick and Safe Leave Rules and Regulations.

Full time employees working over 35 hours per week will earn 64 hours of paid Sick and Safe Leave annually to be distributed 4 times per each new calendar year in 16 hourly increments that will be issued on the first pay period of each quarter (January, April, July, and October).

All employees working less than 35 hours per week will earn the Sick and Safe Leave hours on a prorated basis at a minimum of 40 hours per calendar year that will be dispersed quarterly at a minimum of 10 hourly increments to be issued on the first pay period of each quarter (January, April, July, and October).

Sick leave can be used for the following purposes:

• For a mental or physical illness, injury, or health condition of the employee or the employee’s family member, regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests sick leave; or

• For the diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or need for medical diagnosis of, or preventive care of, the employee or the employee’s family member.

Safe leave can be used for the following purposes:

• For an absence from work due to any of the following reasons when the employee or employee’s family member has been the victim of domestic violence, a family offense, sexual offence, stalking or human trafficking:

o To obtain services from a domestic violence shelter, rape crisis center, or other services program;

o To participate in safety planning, temporarily or permanently relocate, or to take other actions to increase the safety of the employee or the employee’s family members;

o To meet with an attorney or other social services provider to obtain information and advice on, and prepare for, or participate in any criminal or civil proceeding;

o To file a complaint or domestic incident report with law enforcement ;

o To meet with a district attorney’s office;

o To enroll children in a new school; or

o To take any other actions necessary to ensure the health and safety of the employee or the employee’s family member or to protect those who associate or work with the employee.

A person who has committed a domestic violence, family offense, sexual offense, stalking or human trafficking and was not a victim shall not be eligible for NY’s Sick and Safe Leave, notwithstanding any family relationship.

“Family Members” are defined as the employee’s child, spouse, domestic partner, parent, sibling, grandchild, grandparent, and the child or parent of an employee’s spouse or domestic partner.

“Parent” is defined as a biological, foster, step, or adoptive parent, or a legal guardian of the employee, or a person who stood in loco parentis when the employee was a minor (under the age of 18) child.

“Child” is defined as a biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis.

ROUSE RPC shall not require the disclosure of confidential information relating to the mental or physical illness, injury, or health condition of the employee or the employee’s family member, or information relating to the absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick or safe leave.

Upon return to work following any sick or safe leave, the employee shall be restored to the same position with the same pay and terms and conditions of employment.

Upon separation of employment, the former employee may be reimbursed up to a maximum of 240 hours of unused sick and safe leave that will be converted to a dollar amount based on their then rate of pay.

Upon request, the Executive Director shall provide you with a summary of your used sick and safe leave for the current calendar year and/or any previous calendar year within three (3) business days of such request. The request can be oral or written.

**Call-In Policy**

Employees that have to call in for an unscheduled absence from work will be required call in to the office number and leave notification for their immediate supervisor.

**Chain of Command and Information Flow**

Issues and information should follow the established chain of command; staff to supervisor, supervisors to executive director, and executive director to governance team/board of director. Unauthorized breaches of this protocol are inappropriate. If unusual or authorized flow of information, issues or directives is necessary, it is the organization’s policy that the next individual in the chain of command be notified and debriefed.

**Professional Dress Guidelines**

A professional appearance is important in a working environment and anytime that you come in contact with the public. Employees should be well groomed and dressed appropriately for our business/services and for their position in particular. Clothing or personal appearance that is distractive, disruptive or inappropriate for a professional working environment is prohibited.

**Medical Insurance Benefits**

Full time, non-exempt and exempt employees may elect to enroll in the company medical benefits plan after the probationary period. Full time, non-exempt and exempt employees that so elect, will be required to pay an employee share towards the cost of their plan (individual/two person/family) that exceeds the share paid by ROUSE, RPC. ROUSE RPC contributes $ 500. Per month to health insurance for full time employees that work an average of 35 or more hours per week. Full time employees that work less than 35 hour per week will receive this contribution on a prorated basis. Any full time, non-exempt or exempt employee that averages 35 or more hours per week that declines to enroll in coverage shall receive a $ 500. per month health insurance stipend from ROUSE RPC that will be issued through payroll. Full Time employees that work an average of less than 35 hours a week average will receive the health insurance stipend on a prorated basis. New employees are subject to a probationary period of ninety (90) days after which they can enroll in the company medical benefits plan, dental plan and health savings plan. Part Time employees are not eligible for medical insurance benefits.

The Board of Directors maintains negotiation discretion regarding benefit eligibility.

**Provisional Period**

All new employees shall serve a provisional period of six (6) months. During the provisional period, the agency shall not be obligated to give a particular amount of notice to terminate the employee. The employee may be evaluated frequently during this period and counseled regarding any deficiencies.

**Resignation, Lay Off, Demotion, Suspension and Dismissal**

**“Employment at Will” –** Employment with the agency is freely entered into and is a voluntary relationship. The agency reserves the right to terminate employment where it determines that such action is in its best interest. Similarly, an employee is free to conclude the relationship whenever the employee decides that it is in his/her best interest to do so. The employee shall not be entitled to a formal hearing in the event of discharge. Corrective actions for deviation from work rules, standards of conduct or work quality/quantity expectation will be reviewed by the employee’s supervisor and/or the executive director. If warranted, the employee may have the opportunity to improve in the deficient area.

Certain rule infractions and violations of standards are grounds for immediate termination of employment. These include but are not limited to:

Theft in any form

Insubordinate behavior

Vandalism or willful destruction of agency property

Personal use of agency equipment or vehicles without prior authorization

Misrepresentation of the agency

The employer and employee will attempt to provide the other with at least 2 weeks’ notice of an anticipated change in employment status. It is the policy of ROUSE RPC, without exception, to only make available the following information regarding a former employee to subsequent potential employers or employment service organizations:

1. Dates of employment
2. Job title on the last day of employment

**Harassment including Sexual Harassment**

ROUSE RPC is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based on an individual’s legally protected characteristics will not be tolerated. The agency interprets sexual harassment as including any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when one of the following three conditions are present:

1. Submission to such contact is made, either explicitly or implied, a term or condition of an individual’s employment.
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Any employee who believes he or she has been the subject of sexual harassment should report the alleged act immediately (preferably within 48 hours) to the Executive Director or a Board Member, who will investigate all complaints immediately. This agency will take all allegations of sexual harassment seriously.

Any employee, ROUSE or affiliate contractor or resident who has been found to have sexually harassed an individual will be subject to appropriate sanctions. Similarly, false accusations of sexual harassment can have a serious effect on innocent individuals and can also result in disciplinary action.

**Evaluations**

Employees will be evaluated by their supervisor or the Executive Director annually, or more frequently if warranted. The Personnel Committee will evaluate the Executive Director at least annually.

**Retirement/403B**

ERISA / 403B

As a participant in R.O.U.S.E ., Rural Preservation Corp. 403(b) Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

CONTRIBUTION TYPES:

The Plan includes the following:

- ELECTIVE DEFERRALS-this type of contribution is also known as salary deferral contributions. There are no eligibility requirements for the purpose of making Elective Deferrals to the Plan. An Eligible Employee will be eligible to enter immediately.

- EMPLOYER NON-ELECTIVE- this is also known as a Non-Elective Contribution. You are not required to make salary deferral contributions to receive these contributions. The compensation used to calculate your EMPLOYER NON-ELECTIVE contributions will be based on your total wages reported on Form W-2.

DEFERRAL TYPES:

The Plan includes the following:

- PRE-TAX salary deferrals- are deducted from your pay before federal income taxes are calculated. This reduces your taxable income by the amount you have elected to save under the Plan.

- ROTH 403(b) Deferrals- All employees who are eligible to make pre-tax salary deferrals can also make their deferral on an after-tax basis. This means that you will taxed on the money when it is withheld from your paycheck.

Employees are referred to the Plan Documents for additional information and/ or details.

**Acknowledgement**

Employees are required to sign the **Employee Manual, ROUSE RPC, Acknowledgment of Receipt and Disclaimer**. The form is attached to the Employee Manual.

**Amendments**

The agency reserves the right to amend this manual at any time. Copies of amendments shall be distributed to the employees. In the event that any provision in this manual is contrary to any law or regulation, said provision shall be interpreted so as to comply with the law.

**Attachments**

Acknowledgment of Receipt and Disclaimer

**ROUSE, RPC**

Adopted 8/30/96

Amended 9/24/97

Amended 12/19/97

Amended 6/12/98

Amended 12/18/98

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