

**Old Brooklyn Community Development Corporation**

Employment Policies, – approved 9-27-11- updated November 22, 2011

**EMPLOYMENT POLICIES ..... 3**

AT WILL EMPLOYMENT..... 3

TYPES OF EMPLOYMENT ..... 3

RECRUITMENT AND TERMINATION ..... 3

RESIGNATION ..... 3

JOB CREATION AND DESCRIPTION ..... 4

PERFORMANCE REVIEWS ..... 4

PERSONNEL FILE ..... 4

ACCESS TO EMPLOYMENT INFORMATION ..... 4

DISCIPLINARY ACTION ..... 4

**GENERAL EMPLOYMENT INFORMATION ..... 5**

EQUAL EMPLOYMENT OPPORTUNITY POLICY..... 5

DRUG FREE WORKPLACE ..... 6

SUBSTANCE ABUSE ..... 6

NO SMOKING POLICY ..... 6

CONCEALED WEAPON POLICY..... 6

PET POLICY ..... 7

PROBATIONARY PERIOD ..... 7

POLITICAL ACTIVITIES..... 7

CONFIDENTIAL INFORMATION ..... 8

CONFLICTS OF INTEREST..... 8

GIFTS TO EMPLOYEES ..... 8

POLICY PROHIBITING UNLAWFUL HARASSMENT, INCLUDING SEXUAL HARASSMENT..... 8

**OFFICE PROCEDURES..... 10**

USE OF EQUIPMENT AND SUPPLIES ..... 10

INTERNET AND EMAIL POLICY ..... 10

USE OF TELEPHONES ..... 10

NOISE ..... 10

NEATNESS .....	10
NO-SOLICITATION/NO-DISTRIBUTION .....	11
HEALTH, SAFETY, AND WORKPLACE CIVILITY.....	11
<b>SCHEDULING POLICIES.....</b>	<b>11</b>
WORKING HOURS .....	11
LEAVING THE OFFICE .....	11
<b>COMPENSATION AND REIMBURSEMENT POLICIES .....</b>	<b>11</b>
PAY AND PAYROLL POLICIES.....	11
TIME SHEETS .....	12
OVERTIME AND COMPENSATORY TIME .....	12
<b>EMPLOYEE BENEFITS OTHER THAN LEAVE .....</b>	<b>13</b>
OVERVIEW .....	13
MANDATORY BENEFITS.....	13
HEALTH AND RETIREMENT PLANS.....	13
<b>PAID AND UNPAID LEAVE.....</b>	<b>14</b>
HOLIDAYS .....	14
VACATION .....	14
SICK LEAVE.....	15
BEREAVEMENT LEAVE .....	15
JURY AND WITNESS DUTY LEAVE .....	16
MILITARY LEAVE .....	16
LEAVES OF ABSENCE.....	16
<b>ACKNOWLEDGEMENT FORM .....</b>	<b>17</b>

## **EMPLOYMENT POLICIES**

### **At Will Employment**

The employment relationship between Old Brooklyn Community Development Corporation (OBCDC) and its employees is an "at will" relationship. This means that OBCDC may terminate a person's employment at any time, with or without reason, and that an employee also may resign at his or her option. This handbook is not a contract of employment between Old Brooklyn Community Development Corporation and its employees and is not a promise of a particular length of employment. OBCDC reserves the right to suspend, modify or amend any policy or procedure at any time.

Any violation of these policies or other policies of OBCDC may result in disciplinary action including termination of employment. Employees must immediately report any violation of these policies by a fellow employee to the Executive Director.

### **Types of Employment**

This handbook applies to all full-time and part-time employees of Old Brooklyn Community Development Corporation.

Full-time employees are those individuals hired to work a scheduled forty hour workweek on a regular basis. They are entitled to full participation in OBCDC benefits, as defined in the employee benefits subsection of this handbook.

Part-time employees are those hired to work less than the full forty hour week on a regular basis. Part-time employees are not eligible for employment benefits. Occasionally, part-time employees are given the opportunity to increase working hours. This temporary increase in hours does not affect their part-time employment classification.

### **Recruitment and Termination**

The Executive Director has final authority over all employment decisions, including but not limited to, hiring, promotion, demotion, termination, and other changes. The Executive Director's approval is required before any commitments are made or any notification is given to an applicant or current employee. An employee may be suspended or otherwise subjected to disciplinary action by the Executive Director without pay for unsatisfactory job performance or any other appropriate reason. The Board of Directors has the responsibility of hiring the Executive Director upon recommendation of the Executive Committee, or a committee designated by the Board of Directors who will interview and screen applicants.

### **Resignation**

In the event of resignation, an employee is required to give appropriate written notice of two weeks to his or her immediate supervisor. Provided OBCDC is given prior notice in accordance with this policy, an employee shall be entitled to receive payment for up to a maximum of ten days of accumulated annual leave. Upon resignation, an employee may be required to leave the premises at once or at any time prior to the expiration of the notice period.

### **Job Creation and Description**

Old Brooklyn Community Development Corporation maintains a written description of the responsibilities, qualifications, salary range and whether or not the position is exempt from overtime pay for each of its positions. Each employee's position description will be discussed with the employee upon hiring and during each annual performance review, as both a guide for performance and a means of identifying any needed changes. A copy of each individual's position description is kept in the employee's personnel file.

Each position description will be reviewed by the Executive Director on an annual basis. If an employee feels that his or her job description might need revision at any other time, the employee should talk with his or her supervisor about possible changes.

### **Performance Reviews**

Employees will receive a written performance evaluation at least once a year. The evaluations will be discussed by the employee and his or her supervisor, so that they can work together toward improved job performance.

All employees shall receive a copy of the written evaluation and shall sign an acknowledgment of receipt. Should an employee disagree with the evaluation or feel that any information is incorrect, he or she is encouraged to discuss concerns with the evaluator. The employee is entitled to have his or her written comments added to the personnel file along with the evaluation.

Performance evaluations do not alter the at-will employment relationship.

### **Personnel File**

Old Brooklyn Community Development Corporation retains a personnel file for each employee. This file will contain documentation regarding such aspects of employment as job descriptions, beneficiary designations, letters of commendation, and disciplinary notices. Employees may review their own personnel file upon request made to the Executive Director. To keep the personnel file up-to-date, it is important that employees notify the Executive Director of any changes in name, telephone number, home address, marital status, dependents, beneficiary designations, educational attainments, and any other relevant factors.

### **Access to Employment Information**

The employee's immediate supervisor is authorized to verify the following information for a prospective creditor of an employee: 1) dates of employment, 2) title, and 3) salary. Neither the Executive Director nor any employee is authorized to provide a prospective employer of a present or former employee of the organization with any information other than dates of employment and title.

### **Disciplinary Action**

Action may be required by the Executive Director in cases of non-adherence to the provisions set in this Policy, unacceptable job performance, inappropriate behavior/language, or any other area the Executive Director deems appropriate. However, employment is terminable at any time by either party for any reason and these disciplinary steps in no way prohibit termination of

employment for any reason.

The first disciplinary notice may be a verbal or written notice, at the discretion of the Executive Director depending upon the severity of the problem. If verbal, a brief note will be entered into the employee's file and initialed by the employee and the Executive Director. This notation shall include date of verbal warning, and a brief description of problem discussed. If the warning is written, it shall include the date and description of situation requiring action.

A second disciplinary notice shall be written notice including date of second notice served, description of problem requiring it, including reference to first notice, and an outline of expected improvements in behavior, time-line, and dates. Probation may be invoked if deemed appropriate by the Executive Director. If time-line, dates, and probation are used, a follow up date is mandatory and must be included within the second notice and inserted into the employee's file. If, at the follow up date, improvement has occurred, it must be duly noted and signed by both the employee and Executive Director.

A third disciplinary notice shall be a written notice including the date of notice, description of problem requiring disciplinary action, past notice references, and an outline of expected improvements in behavior utilizing time-lines and dates. On the third disciplinary notice any employee may receive a five-day suspension pending termination. Compensatory time, vacation, sick leave or holiday time may not be used for the suspended hours. If suspension is used, it must be included in the above written notice.

All written disciplinary notices should be signed by both the employee and Executive Director, with copies entered into the employee file. In the event that the employee disagrees with the written disciplinary notice, he/she shall sign the notice, noting the disagreement next to their signature and stating that a written addendum will follow. These addendums must be presented no later than ten (10) days after the date of the disciplinary action, and copies will be placed in the employee's file signed by both the employee and the Executive Director. Copies of written warnings/disciplinary actions will be made available to the employee involved.

The Executive Director shall notify the Chair of the Executive Committee or the chair of any other committee as determined under the Code of Regulations to manage personnel issues prior to the suspension or termination of an employee. Such chair will notify the other members of such committee as necessary.

Any disciplinary notice more than two years old will be retained in an employee's personnel file but will not be considered in any future disciplinary action.

## **GENERAL EMPLOYMENT INFORMATION**

### **Equal Employment Opportunity Policy**

Old Brooklyn Community Development Corporation is committed to assuring equal opportunity and consideration to applicants and employees in every phase of the employment process, including recruiting, training, promotions, demotions, lay-offs, and terminations, without regard

to race, color, religion, sex, national origin, age, marital status, pregnancy, sexual preference, disability, ancestry, Vietnam era or disabled veteran status, or genetic information.

### **Drug Free Workplace**

Old Brooklyn Community Development Corporation is committed to providing a drug free workplace for all of its employees. The use of an unlawful drug at any time that affects an employee's job performance could result in disciplinary discharge.

In accordance with the Drug Free Workplace Act of 1989, OBCDC strictly prohibits the unlawful manufacture, distribution, dispensation, possession or use of a non-prescribed, controlled substance on or off the job. In the event that any of these activities occur, OBCDC will take appropriate disciplinary action up to and including dismissal from employment.

As a condition of employment, employees must abide by the Drug Free Workplace Act. Federal law mandates that if an employee is convicted of violation of any criminal drug statute in the workplace, the employee must notify OBCDC no later than five (5) days after such conviction.

### **Substance Abuse**

Old Brooklyn Community Development Corporation prohibits any employee from being at work while under the influence of illegal drugs or alcohol. In accordance with the Drug Free Workplace Act, the Executive Director is authorized to request that the suspected employee undergo drug or alcohol testing. The Executive Director may implement a pre-employment drug-screening program at his or her discretion.

It is recognized and accepted that early treatment is the key to rehabilitation for substance abusers. Employees are encouraged to voluntarily request counseling or rehabilitation before their substance abuse leads to disciplinary or work related problems. If the employee is receiving or agrees to receive treatment under a drug abuse and education program, such employee shall be treated the same as any employee with a disability recognized under the Americans With Disability Act, provided that the employee continues to perform his or her duties.

### **No Smoking Policy**

It is the policy of OBCDC to provide a healthy working environment. Therefore, the office, restrooms, and conference room will be designated as non-smoking facilities as well as the grounds that are within 20 feet of the office. All employees and guests are expected to comply with the smoking rules.

### **Concealed Weapon Policy**

OBCDC prohibits anyone, including employees, from carrying concealed handguns, firearms, or any types of dangerous weapons in our main office building, or in any property or buildings owned by OBCDC. OBCDC also prohibits carrying concealed handgun, firearms, or weapons in any of OBCDC's owned vehicles and in any employee-owned vehicle while it is located on OBCDC's privately owned property, this includes parking lots and common areas. Finally, OBCDC prohibits employees from carrying concealed handguns, firearms, or weapons in the employee's vehicle or on the employee's person while the employee is engaged in any business relating to their employment with OBCDC. OBCDC is permitted to prohibit the carrying of

concealed handgun, firearms, or weapons by Ohio Revised Code §2923.126(C)(1) and a violation may result in immediate termination and/or criminal prosecution.

### **Pet Policy**

Pets including dogs, cats and any other household animal are not allowed in the indoor premises of the offices of the organization except for service animals.

### **Probationary Period**

A 90 day probationary period is required for all new employees. This probationary period provides an opportunity for new employees to evaluate their work situation and in turn, provides the Executive Director an opportunity to judge their performance and suitability for continued employment. This probationary period does not represent a guarantee or contract for employment for the full 90 days or any other period of time, and does not affect the eligibility requirements for benefits. A 90 day written evaluation will be provided by the Executive Director to inform the employee of progress. The Executive Committee or an appointed committee of the Board of Director will provide the written evaluation for the Executive Director. If time restraints prevail, the new employee is under probation until the evaluation has taken place.

At the end of the probationary period, the Executive Director, (for Executive Director's evaluation the Executive Committee or appointed committee of the Board), shall prepare a written evaluation of the employee's performance, and review the evaluation with the employee.

### **Political Activities**

In the interest of preventing potential conflicts of interest and preserving the professional character of the organization, OBCDC prohibits all employees from distributing literature or soliciting funds for any political party or candidate for public office while on OBCDC property.

To preserve OBCDC's tax exempt status, it is important that no assets, facilities or resources of the OBCDC, whether financial or otherwise, be used by any person to engage in, or to support or oppose any political party or the election of any candidate for any public office.

All employees who support or oppose the election of candidates for public office, or in any way engage in political activity, shall do so only on their own time, with their own resources and without identifying or associating OBCDC with their political activity.

Employees are required to inform the Executive Director of any and all participation in political activity on behalf of any candidate for election to a public office prior to engaging in such activity. The Executive Director shall inform the Board of Directors who will determine whether the political activity, even though the activity may be lawful, is in conflict with this Policy and the best interests of OBCDC, its mission and its reputation. The Board of Directors will determine the appropriate action.

No employee shall be a candidate for election to a public office in a partisan election or serve in an elective public office without receiving prior authorization from the Executive Director and the Board of Directors.

Nothing in this Policy shall prohibit any employee from the exercise of the right to vote or the right to support or oppose candidates for office in a time, place and manner consistent with federal and state law and with OBCDC's regulations and policies. No employee shall be sanctioned or denied any program benefit for which he or she is entitled because of political preferences expressed in accordance with this Policy.

Nothing in this Policy shall prohibit the Corporation from nonpartisan activities of an educational nature during elections, including participation in or sponsorship of public events open to all candidates for one or more public offices. Such nonpartisan activity may not directly or indirectly favor one party or candidate over an opposing one.

### **Confidential Information**

In the course of employment with OBCDC, employees may be exposed to information concerning the finances and various operations of OBCDC as well as information regarding employees, Board members, activities and projects. Most of this information is confidential and is not to be disclosed to others or removed from the office. There will be times when questions may arise concerning the confidentiality of a project, activity, statement, etc. If an employee is not sure something is confidential, please clarify the confidentiality with the Executive Director. You are entrusted to keep such confidential information to yourself, even after your employment ends with OBCDC.

In the event employment is terminated, all OBCDC documents the employee has in his or her possession must be returned to the Executive Director.

### **Conflicts of Interest**

If an employee has a financial or other personal beneficial interest, direct or indirect, in any proposed or existing program, contract or other agreement involving OBCDC, that is considered a conflict of interest. The person shall, immediately upon learning about such program, contract or other arrangement, disclose his or her potential conflict of interest to OBCDC's Executive Director. Should the conflict involve the Executive Director, the report shall be made to the OBCDC Board of Directors. A material conflict of interest may result in termination of employment or other appropriate actions. Employees and members of the Board of Directors are required to sign a Conflict of Interest Policy.

### **Gifts to Employees**

Employees should not accept individual gifts or other favors from persons or organizations with whom OBCDC does business unless they are of nominal value (\$20.00) and do not affect in any way the relationship between the OBCDC and the third party.

### **Policy Prohibiting Unlawful Harassment, Including Sexual Harassment**

OBCDC will not tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.

As an equal opportunity employer, it is OBCDC's policy that every applicant and employee shall

enjoy a work environment free from all forms of unlawful harassment, including sexual harassment. Unwelcome verbal, physical or visual conduct involving any individual's race, color, religion, sex, sexual orientation, pregnancy, age, national origin, ancestry, citizenship, medical condition, physical disability, marital status, or military service, or any other basis protected by any federal, state or local law which impairs an employee's ability to perform their job is illegal and is strictly prohibited. Violation of this policy may subject an employee to discipline, up to and including immediate termination.

Sexual harassment is an unlawful employment practice under Title VII of the Civil Rights Act of 1964 and Ohio state law. The regulations of the Equal Employment Opportunity Commission define "sexual harassment" as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such 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.

Some examples of sexual harassment include, but are not limited to, the following:

- a. Unwelcome requests for sexual favors or dates.
- b. Unwelcome physical touching.
- c. Jokes or gestures that have a sexual content or sexual connotation.
- d. Posters or cartoons that have a sexual content or sexual connotation.
- e. Sending or forwarding written or electronic correspondence of a sexually explicit nature.
- f. Creating an otherwise offensive working environment or unreasonably interfering with another's ability to perform his or her job.

Any employee who believes that he or she (or another employee) is the object of harassment or discrimination on any of the above-enumerated bases is strongly encouraged to follow the complaint procedure outlined below.

Any employee should initiate the complaint procedure, without fear of reprisal, by immediately reporting such complaints to:

- the employee's immediate supervisor, or
- the Executive Director, or
- a member of the Executive Committee or a committee designated by the Board of Directors.

OBCDC takes all complaints of harassment or discrimination seriously. OBCDC will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of sexual harassment but who fails to take appropriate action to resolve it will also be disciplined.

## **OFFICE PROCEDURES**

### **Use of Equipment and Supplies**

Employees are expected to exercise reasonable care when using company equipment. In cases of obvious misuse, employees responsible for causing damage may be obligated to compensate OBCDC for harm caused to the equipment.

### **Internet and Email Policy**

OBCDC expects that its employees will use common sense and sound judgment when utilizing the email and internet system. In addition, employees are expressly prohibited from sending any messages or downloading materials containing obscene, profane, lewd, derogatory or otherwise potentially offensive language or images. Users should respect the rights and sensitivities of those who may view or review the messages and downloads, and ensure that OBCDC's professional image is not compromised.

E-mail/internet communications cannot be considered private and may be monitored at OBCDC's discretion. Employees should not send any E-mail or internet communications that they would not want to be seen by persons other than the intended parties.

### **Use of Telephones**

When calling on the telephone, employees should remember that they represent OBCDC, its members, and staff.

Answer all telephone calls promptly. The proper greeting for all incoming calls is "Thank you for calling OBCDC, this is (name, e.g. Mary) speaking. How may I help you?"

Keep long distance calls to a minimum. Personal long distant telephone calls are not authorized.

### **Noise**

Noise adds to confusion and decreases productivity. Please avoid unnecessary noise or loud talking, as the office space is extremely limited in size.

### **Neatness**

Keep offices neat and orderly at all times. Keep tops of desks, files and bookcases clear of unnecessary items. Because OBCDC's offices are open to the public, please keep all confidential papers out of sight.

### **No-Solicitation/No-Distribution**

The conducting of non-Company business, such as canvassing, collection of funds, pledges, circulation of petitions, solicitation of memberships, the distribution of non-Company literature or any other similar types of activity is not permitted during the working time of either the employee doing the soliciting or being solicited or at any time in working areas.

### **Health, Safety, and Workplace Civility**

Old Brooklyn Community Development Corporation is committed to the goal of establishing a safe and civil working environment for all Employees. Employees are expected to follow all safety procedures and act responsibly, civilly, and with reasonable care while on the workplace grounds. Employees are expected to be respectful and civil to one another. In the event of a workplace accident, the injured employee will submit a completed accident report form to the Executive Director as soon as possible.

## **SCHEDULING POLICIES**

### **Working Hours**

All employees work schedules will be arranged by the Executive Director. Break periods, lunch periods and individual office hours may occasionally be structured by the Executive Director so as to assure appropriate coverage of the office or special needs, events or meetings. Employees who fail to maintain their assigned work schedule may be subject to disciplinary action.

Employees are provided with a key to the office. It is each employee's responsibility, when the last to leave the building, to see that all doors and windows are locked at the end of the day.

### **Leaving the Office**

When an employee is carrying out assigned duties outside the office, he or she must make certain that a member of the staff knows of the absence, the destination and the approximate time of return for safety related reasons. Failure to notify office staff of any business absences will subject the employee to disciplinary action.

## **COMPENSATION AND REIMBURSEMENT POLICIES**

### **Pay and Payroll Policies**

Employee compensation will be reviewed at least once a year. Salary increases are not automatic. Factors to be considered include performance, the budget for the coming year, employee responsibilities, and the recommendation of the Executive Director.

- OBCDC employees are paid by check on a semimonthly basis, usually on the fifteenth and the last day of the month. All required and authorized deductions will be withheld automatically from employee paychecks.

- If the scheduled payday falls on a weekend or an observed holiday, checks will usually be issued on the day before the weekend or holiday.
- Employees should review their paychecks for accuracy upon receipt. If an error is found, please report it to the Executive Director immediately.
- If an employee's paycheck is lost or stolen, he or she should inform the Executive Director immediately so that a stop-payment order can be issued. If the check is cashed before such a stop-payment order can be issued, the employee alone will be responsible for the loss. OBCDC encourages employees to utilize payroll direct deposit to eliminate the potential problem of an employee's paycheck being lost or stolen.
- OBCDC does not provide payroll advances.

### **Time Sheets**

All employees are required to complete time sheets for submission on a monthly basis. Any employee whose salary is funded from multiple federal, state or local sources is required to allocate his or her time accordingly to the various funding sources on his or her time sheet.

### **Overtime and Compensatory Time**

Exempt employees are employees who, because of the duties of their position, responsibilities and decision making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Non-exempt employees are employees who, because of their lack of independent decision making authority and type of duties and the type of duties they perform, are subject to all Fair Labor Standards Act (FLSA) provisions including the payment of overtime. Non-exempt employees are normally required to account for hours and fractional hours worked.

Because non-exempt employees receive overtime pay, they do not accumulate compensatory time. The Executive Director, however, may grant paid leave in addition to overtime pay for extraordinary work on major projects. Exempt employees may be credited with compensatory time for required work on holidays, at conferences, and on significant projects with short deadlines.

No employee is authorized to work more than forty hours in one week without prior approval from the Executive Director. If overtime is necessary and approved, it will be compensated for by either overtime pay or by additional time off at a later date, depending on the "exempt" status of the employee. All compensatory time off is scheduled at the discretion of the Executive Director.

Requests to utilize accumulated compensatory time, as time off, must be submitted to the Executive Director, in writing if possible one week prior to the first requested date.

Each employee is required to keep accurate records of all such time spent in performing such work. An employee who desires to obtain compensatory time must submit a request for such time to the Executive Director. The decision of whether to grant any such request is a matter subject to the sole discretion of the Executive Director.

Compensatory time must be taken within 30 days of when it is earned. No payment is made for approved, earned compensatory time that remains unused when an employee leaves their employment at OBCDC.

When an employee works more than 40 hours a week as assigned by the Executive Director the employee may only receive compensation for mileage between the location of the OBCDC office and the place of an event or meeting.

## **EMPLOYEE BENEFITS OTHER THAN LEAVE**

### **Overview**

Old Brooklyn Community Development Corporation provides a number of benefit programs to employees. The specific details of these benefit programs can be found in the summary plan descriptions, available from the Executive Director. If there is a conflict between the language in this policy manual and the summary plan descriptions then the summary plan descriptions will control. All employees are covered by mandatory programs to the extent required by law. Only fulltime employees receive benefits in addition to those required by law.

Benefits can and do change from time to time without notice. Old Brooklyn Community Development Corporation reserves the right, at its discretion and for any reason, to change or terminate any of the non-mandatory programs, to require employee contributions toward any benefits or to increase those contributions. All health and retirement plans are subject to change at any time at the discretion of OBCDC.

### **Mandatory Benefits**

All employees are covered by Social Security and unemployment insurance, in accordance with the requirements of law. Old Brooklyn Community Development Corporation pays the employer share of the Social Security taxes on the employee's behalf, in an amount equal to what the employee pays, and pays unemployment insurance taxes to the state for each employee's coverage.

All employees are covered by workers' compensation insurance, the cost of which is paid by Old Brooklyn Community Development Corporation. The employee must immediately report any accident or injury, however slight, to the Executive Director, so that the legal requirements concerning relating to these important benefits can be met.

### **Health and Retirement Plans**

OBCDC is committed to providing benefits that will help employees enjoy and maintain good health, protect employees against catastrophic medical expenses, and establish financial security for the future. Such insurance and its coverage are subject to the rules and policies of the insurer. To meet this commitment, OBCDC provides a benefit package to all full-time employees which include:

- Health Insurance
- Dental Insurance

- Prescription drug program
- Life Insurance
- Retirement Plan

Full time employees become eligible for all benefits coverage thirty days after their date of hire.

In the event an employee elects not to participate in the group health plan, no compensation will be paid to the employee in lieu of coverage.

For retirement plan, OBCDC may match up to a maximum of 3% of the employee's annual salary.

## **PAID AND UNPAID LEAVE**

### **Holidays**

Old Brooklyn Community Development Corporation observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and Friday After
- Christmas Day and Christmas Eve Day

Holidays falling on a Saturday are normally observed on the preceding Friday, while those falling on a Sunday are normally observed on the following Monday. If the holiday falls during an employee's scheduled vacation period, the holiday is not considered a vacation day.

In addition, two floating holidays may be used per calendar year as approved by the Executive Director

OBCDC will make reasonable accommodations for individuals who observe religious holidays not listed above.

Non-exempt employees who are required to work on an observed holiday will be paid their regular hourly pay for the hours worked, in addition to being paid their normal rate for the hours they are normally scheduled to work. Exempt employees who are required to work on an observed holiday will be eligible for one hour of compensatory time for every hour worked on the observed holiday (to a maximum of 7.5 hours per holiday).

### **Vacation**

Old Brooklyn Community Development Corporation grants annual paid vacations to all full-time employees, in varying amounts according to length of service. Every full-time employee is

encouraged to use vacation time each year. However, up to ten (10) unused vacation days may be carried over into the next calendar year.

Full-time employees earn yearly vacation according to the following schedule:

- 0 year to 3 years            10 vacation days
- 4 years to 7 years            15 vacation days
- 8 years to 12 years           20 vacation days
- 13 years and more            25 vacation days

There will be no payments made in lieu of vacation time, although a terminated employee may be compensated for any accrued but unused leave at the time of termination. In order to receive pay for unused vacation, employees are expected to provide two weeks notice of their resignation. **You will also receive a payout of accrued but unused PTO in your final pay. If you have used more PTO than accrued, the value will be deducted from your final pay.**

Vacation time must be scheduled with and approved by the employee's immediate supervisor at least two weeks in advance. Scheduled vacations of two or more consecutive weeks must be approved by the Executive Director. Although every effort will be made to accommodate the employee's request, work priorities and the vacation needs of all employees may override individual considerations. Vacations may be taken as individual days or in longer intervals, provided that the periods have been approved in advance by the Executive Director.

An employee who becomes ill during a scheduled vacation may not substitute sick leave days for the period.

The Executive Director or an employee designated by the Executive Director will maintain the vacation records of each employee.

### **Sick Leave**

Employees are eligible to receive up to ten days paid leave for illness per calendar year. Sick Leave days will not be carried over from year to year. Sick Leave days not used during the year will not be paid to employees at the end of the calendar year or at termination of employment. The Executive Director or their designee will maintain records of sick leave for each employee.

If an employee is unable to work because of illness or accident, the employee should, if able, notify OBCDC by 9:00 a.m. on each day of the employee's inability to work, unless the employee has been granted an official medical leave. Failure to do so will result in the day being treated as unpaid leave. OBCDC has the right to require a statement from a physician concerning the employee's health status and ability to return to work at any time.

If an employee has exhausted his or her sick leave but is still unable to return to work, the employee may request that his or her accrued vacation time be discharged as sick leave.

### **Bereavement Leave**

Old Brooklyn Community Development Corporation will provide up to three days paid leave for work time missed due to the death and funeral of a member of the immediate family. A member of the immediate family is defined as a spouse, parent, grandparent, brother, sister or child of the

employee, and members of the employee's immediate household. An employee not actively at work at the time of death is not eligible for bereavement pay.

When the decedent is not an immediate family member, OBCDC will provide unpaid leave to the employee. The employee may also opt to use accrued leave time in lieu of an unpaid leave.

### **Jury and Witness Duty Leave**

All employees summoned to jury duty are allowed paid leave at their regular daily rate of pay until discharged by the court, less the amounts paid for each such day of jury service. All employees are allowed unpaid leave for answering a summons to appear as a witness in court.

To qualify for jury or witness leave, the employee must give the Executive Director reasonable notice and a copy of the summons and of the jury discharge notice. If the jury or witness is dismissed by noon, the employee is expected to return to work that day.

### **Military Leave**

Military leave permits employees to fulfill their military obligations as members of the U.S. Armed Forces, the National Guard, or the State Militia in accordance with federal and state laws. All full-time and part-time employees called to active duty or to Reserve or National Guard training will be granted leaves of absence without pay in accordance with federal and state laws; and they will be granted the right to return to work in accordance with the conditions prescribed by law.

### **Leaves of Absence**

On occasion, an employee is unavoidably away from work. Employees with no sick or vacation leave may be granted reasonable leave, up to five (5) working days without pay upon approval of the Executive Director

**ACKNOWLEDGEMENT FORM**

I, \_\_\_\_\_, acknowledge that I have received and read  
(Print employee's name)

Old Brooklyn Community Development Corporation's Personnel Policy. I also acknowledge that the Policy and this Handbook does not create a contract of employment and that I am an at-will employee. Finally, I acknowledge that violations of the Personnel Policy may result in disciplinary action including termination of employment.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)