

Town of Hempstead IDA Personnel Handbook

This manual is designed to acquaint you with the Town of Hempstead IDA and provide you with information about working conditions, benefits and policies affecting your employment.

The information contained in this Manual applies to all employees of the TOH IDA. Adhering to the policies described in the Manual is considered a condition of continued employment. The manual is a summary of our policies which are presented here only as a matter of information, and will be reviewed annually by the IDA Board and may from time to time be amended or changed at the sole discretion of the Board.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

This manual supersedes all previously adopted employee benefit resolutions and memos that may have been issued from time to time. No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with the CEO or CFO.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the IDA will be based on merit, qualifications and abilities. The TOH IDA does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, or disability. The IDA is an EEOC Employer.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the Attention of the CEO or CFO. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action including termination of employment.

This handbook was adopted by Board resolution as of _____ day of _____, 2024, by the Town of Hempstead Industrial Development Agency, a public benefit corporation having its principal office at 350 Front Street, Ste. 240A, Hempstead, New York 11550.

The Town of Hempstead Industrial Development Agency (IDA) shall be the sole holder of the policies contained in this handbook and no Service Fee of any kind will be exchanged as dues for the benefits contained herein. The IDA **is not** a party to the Town of Hempstead (Town) Collective Bargaining Agreement between the Town and CSEA Local 880, or any other Union in the State of New York.

This handbook will supersede every and all previously adopted Personnel resolutions dating back to 1996.

The following benefits **will not** be included to employees of the IDA: Legal Services Plan and a 457 B Roth Plan. The IDA offers Deferred Compensation for those employees who choose to elect to participate in said plan.

You enter employment voluntarily and you are free to resign at any time for any reason or no reason.

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Similarly, the IDA is free to conclude its relationship with any employee at any time for any reason or no reason.

Workday: The Standard Agency workday shall consist of seven hours and forty-five minutes per day, consisting of thirty-six hours and fifteen minutes per week, less one hour meal period generally taken between 12:00 pm and 2:00 p.m. Employees who have completed the 6-month probationary period and who are regularly scheduled to work 40 hours per week (inclusive of paid 1 hour lunch) are eligible for the benefit sponsored by the Company, subject to the terms, conditions, and limitation of each benefit program. The IDA expects that every employee will be punctual in attendance. This means being in the office, ready to work at their starting time each day. Absenteeism and tardiness place a burden on other employees and on the Agency. If you are unable to report to work for any reason, please notify the **CEO and CFO** before your regular start time.

Agency Offices: Agency employees shall perform their function at the IDA offices, 350 Front Street, 2nd Floor, Room 234A, Hempstead, New York or at any such location as may be reasonable and necessary in the furtherance of the Agency's business. Office Hours are 9:00 a.m. To 4:45 p.m. Monday through Friday. In the event that an employee is absent from the Agency's office other than during their meal period and is not attending an official meeting of the Agency, the closing of an IDA project or at such location as may be reasonable and necessary in the furtherance of the IDA's business, the time involved shall be charged first to the employees personnel leave account, if time if available and then to the employee's vacation leave account. At times emergencies such as severe weather, fires, pandemics, and power failures can disrupt Agency operations. The decision to close the office will be made by the CEO of the IDA.

Payroll: All IDA employees will be paid on a bi-weekly basis on Fridays at the close of the payroll week. The payroll will run from Sunday to Saturday. Employees can opt into the direct deposit program through the payroll company contracted to issue checks for the IDA.

Wages: All Salaries and titles will be set by the Board adopting a hiring resolution. Salary Increases will also be set by the board by resolution in all circumstances. Additionally, the IDA will follow the cost-of-living increases as determined by the Town of Hempstead. The IDA **does not** have a Graded Salary Plan or titles that fall into a Graded civil service category.

Longevity Increments: Each year, each employee in the service of the IDA shall receive the increments for longevity by reason of the number of years of service:

10-14 years	Total annual payment of \$375.00 payable in December of the completed calendar year
15-19 years	Total Annual payment of \$900.00 payable in December of the completed calendar year
20+ years	Total Annual payment of \$1,675.00 payable in December of the completed calendar year.

In the event of an employee's severance, any longevity payment due will be paid to said employee or their legal representative within 45 days of the date of severance.

Health Insurance: New employees to the IDA will have a six-month waiting period (or such shorter period as may be required by law, board approval or Plan rules) to be eligible for Town-paid or Co-Paid Health Insurance coverage. For employees hired as a full-time IDA employee prior to January 1, 2005,

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the IDA shall provide at no cost to the employee the NYSHIP Empire Plan or available Health Maintenance Organization (HMO) options. For employees hired on or after January 1, 2005, and prior to January 1, 2009, shall contribute towards the cost of such Health Insurance as follows:

Year of Eligibility: 1-2 15% 3-5 10%

After 5 ½ years of full-time IDA employment the IDA shall provide health insurance coverage with no contribution by the employee.

Employees hired after January 1, 2009, and Prior to April 23, 2013, at the IDA, contributions will be as follows:

Year Of Eligibility: 1-4 15%, 5-10 10%

After 10 ½ years of full time IDA employment the employee should have no contribution towards their health insurance.

Full time Employees hired on or after April 23, 2013, the employee will pay 15% towards the cost of their health insurance.

Full time employees hired after January 1, 2022, shall contribute 17% towards the cost of their health insurance.

For employees who retire with at least ten (10) years of service with the IDA shall pay (or co pay) the percentage share of the cost of individual or family health and dental insurance for employees in retirement which was in effect for such employee on the day immediately preceding the employee's retirement.

Dental Insurance: Effective January 1, 2022, the Agency agrees to make the maximum coverage benefit payment for the non-contributory Dental Plan in the amount of \$2,400 per annum. Employees are responsible for paying the yearly \$25 deductible.

Optical Plan: The IDA agrees to pay the full cost of the non-contributory optical insurance plan through the Town of Hempstead inclusive of spouses and family dependents. The Maximum annual Optical coverage shall be \$360.00 dictated by the plan limitations.

Buy Back: Effective January 1, 2022, if an employee is covered by another Health Insurance Plan through a spouse or partner, they may participate in a buyback program known as the Health Insurance Supplement Plan, and upon certification of other insurance coverage, shall receive a sum equal to 33 1/3 % premium savings by the IDA. The money provided by the buyback program shall be considered a Health Insurance Supplement and payment shall be made biannually on June 1 and December 1 of the Calendar year.

Employees of the IDA will have an option to participate in coverage through the Empire Plan or one of the Town of Hempstead HMO plans. Effective January 1, 2018, should the employee elect to purchase one of the HMO plans the employee shall be required to pay the difference in cost between the premium for the Empire Plan and the selected HMO. The Annual sum owed shall be divided into equal payment to be deducted from the employees' bi-weekly paycheck.

Employees age 26 and under who present proof of coverage through their parent or guardian are not entitled to participate in the buy-back program.

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All Health Insurance programs are administered by the Town of Hempstead and will be billed to the IDA monthly for premium payments. Note: **Proof of insurance must be furnished annually (due January 1) to participate in the buyback program.**

Dental Insurance: The IDA continues to participate in the non-contributory dental plan including all increases in premium payments. These benefits will be administered by the Town of Hempstead and will be billed to the IDA monthly for premium payments. There will be a yearly deductible of \$25.00 while using a plan participating Dentist.

Optical Insurance Plan: The IDA continues to participate in the non-contributory optical insurance plan for the maximum annual coverage of \$360.00 annually. The plan coverage shall include spouses and family dependents.

Personal Leave: During each calendar year, each employee hired before March 22, 1988, shall be entitled to 5 personal leave days on January 1. Personal days cannot be accumulated from year to year. Any unused personal leave days shall be converted to vacation days. Employees hired on or after March 22, 1988, shall accrue personal leave on their designated anniversary date as reflected in their hiring resolution. They shall be granted after the completion of the following years of service:

Years of Service	Days
1	2
2	3
3	4
4+	5

Any unused personal days shall be added to the vacation days of the employee.

Three days' notice of intention to use personal days shall be given to the CEO and CFO except in the case of an emergency.

Employees shall have the option, once each calendar year, to convert at least two, but not more than five, full personal leave days into 50% of the cash equivalent of the converted days. The department head must be notified of the intent to exercise this option.

Bereavement Leave: Each employee shall be entitled to bereavement leave without loss of pay as follows:

Three (3) - working days in the event of the death of: husband, wife, daughter, son, father, mother, sister, brother, mother-in-law, father-in-law, stepchildren, stepparents, half-brothers, and half-sisters.

One (1) - working day in the event of death of: Grandparents, grandchildren, brother-in-law-, sister-in-law.

No bereavement days may be accumulated and can only be utilized for bereavement.

Vacations: During each calendar year, each employee shall be entitled to annual vacation leave, based on seniority, with pay as follows:

Upon completion of six (6) months employment and employee will receive a credit of five (5) days and then will begin accruing leave credits at a rate of ½ day each bi-weekly payroll period provided the

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employee worked and was paid for having worked no less than six (6) of the ten (10) working days in the payroll period.

Years of Service	Bonus Vacation Leave	Yearly Total Vacation Leave
2	0	13 days
3	1	14 days
4	2	15 days
5	3	16 days
6	4	17 days
7	5	18 days
8	6	19 days
9	6	19 days
10	7	20 days
11	7	20 days
12	7	20 days
13	8	21 days
14	8	21 days
15+	12	25 days

For employees hired prior to January 1, 2013, they shall be paid for accumulated unused vacation up to a maximum of one hundred (100) days. Employees shall receive payment for accumulated unused vacation leave for a maximum of one hundred (100) days upon termination. Such payment shall be made within 45 days. For employees hired after January 1, 2013, employees shall receive payment for accumulated unused vacation leave of record for up to a maximum of fifty (50) days. Such payment shall be made within 45 days.

Payments may be made in a lump sum or may elect to receive such payment in annual installments not to exceed five years.

Vacation leave is a pre-planned absence from employment and needs approval of the CEO or CFO. Seniority with the IDA shall determine priority order for vacation schedules. All employees are required to take all vacations which may exceed the one hundred (100) days cap in the calendar year or lose the excess days.

Sick Leave: Each employee shall be entitled to thirteen (13) days of paid sick leave per year which will be earned at the rate of ½ day per pay period providing the employee worked no less than six (6) of the ten working days in the pay period.

Unless discharged for cause, each employee or their legal representative shall be compensated for the employee's accumulated unused sick leave in accordance with the following schedule:

Level 1– After 5 years of completed service 25% – Employee must have a minimum of 25 days

Level 2– After 10 years of completed service 50% - Employee must have a minimum of 50 days.

Level 3-After 15 years of completed service – 75% -Employee must have a minimum of 75 days.

Level 4-After 20 years of completed service 100%-Employee must have a minimum of 100 days and hired prior to January 1, 2013, and 75 days for employees hired after January 1, 2013.

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If the employee lacks the required minimum for the stated years of service, sick time will be paid at the rate commensurate with the appropriate minimum. (example: Employee with 20 years of service but having only 50 days will be paid at the rate of 50%). The maximum payout of sick time will be capped at 200 days for employees hired prior to January 1, 2013, and 100 for Employees hired at the IDA after January 1, 2013. If the employee shall die while in the service of the IDA, their legal representative shall receive payment for accumulated unused sick time based on the above schedule.

Reduced Work Schedule: Full time employees who are on leave, on approval of the CEO, may return to a reduced schedule at a prorated salary for the total length of the leave. A reduced schedule is defined as a minimum of twenty (20) hours per week or forty (40) hours per pay period. All leave, vacation and sickness will be on a prorated basis. Health, dental and optical shall also be provided unless the employee dips below the required hours of work as outlined. Employees failing to work the minimum number of hours shall cease to receive the benefits outlined and will be returned to full leave.

Retirement Plan: All full-time employees shall be enrolled in the New York State Retirement System. If an employee is hired by the IDA but was previously employed by another State or Local Municipal Entity, the new hire may use their original hire date if they were a member of another New York State Public Employees Retirement Plan.

Health Insurance Retirement: The IDA shall pay the percentage share of the cost of health and dental insurance for the spouse provided that the surviving spouse demonstrates a need for family coverage, for the life of the spouse at the same rate of contribution which was in effect for such employee on the day immediately preceding the Employees retirement. Spouse is defined as the spouse of the Employee at the time of his/her retirement. These benefits shall not extend to any subsequent re-marriage of the Employee after retirement.

Employees covered by the incentive described in the preceding paragraph are those who have completed twenty (20) years of service with the Agency and who retire from the TOHIDA:

1. on or after the date which the employee is first eligible to retire with or without penalty, based on age, length of service and tier under the NYSLRS.

OR

2. Within three (3) years of the anniversary of the effective date on which the Employee completes twenty (20) years of service with the IDA and only if he/she has already passed the date on which he/she was first eligible to retire based on age, length of service and tier under the NYSLRS.

Note: The reference to three (3) years in the above paragraph shall revert to six (6) months on December 31, 2025.

Overtime: The IDA **does not** grant overtime. All employees are hourly or annual employees.

Compensatory Time: Is limited and at the sole discretion of the CEO.

Holidays: Full time employees shall receive the following holidays off with pay:

New Years Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Juneteenth
Independence Day

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Labor Day
Columbus Day
Election Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Day

Note: One or Two floating holidays will be added depending on holidays that may fall on a weekend. This will be determined by the payroll schedule published by the Town of Hempstead at the beginning of each year.

Meal Break: Full-time employees receive a 1 hour paid meal period each workday.

Jury Duty: An employee who is called to serve as a juror will receive their regular pay. The employee will remit to the Employer all pay, less mileage allowance, received for Jury Duty. Receipt of a subpoena or notice to report for jury duty must be immediately reported to the department head.

The protection of confidential business information and trade secrets is vital to the interests and success of the TOH IDA. Such confidential information includes but is not limited to the following examples:

- Compensation Data
- Financial Information
- Personnel and Payroll records
- Personal Information
- Conversations between any persons within the Company

Employees who improperly use or disclose confidential business information from within the Agency will be subject to disciplinary actions including termination of employment, legal action even if they do not actually benefit from the disclosed information.

Policy Attachments:

- Sexual Harassment
- Code of Ethics
- Whistle-blower Policy
- Time and Leave Policy

Print Name: _____

Date of Hire: _____

Signature: _____

Date: _____

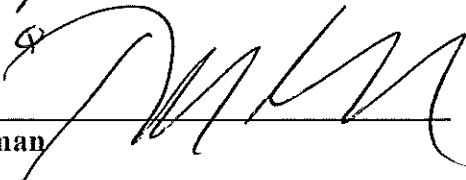
Resolution # 030-2025

Re-adopted: *May 20, 2025*

Ayes: *7*

Nays: *0*

Chairman



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