



Employee Handbook

Syracuse Regional Airport Authority

Employee Handbook

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Syracuse Regional Airport Authority Employee Handbook

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SECTION 1 - INTRODUCTION

A. MISSION STATEMENT

The mission of the Syracuse Regional Airport Authority (“the Authority”) is to provide safe, secure, efficient and low-cost air transportation service to the 12-county region that Syracuse Hancock International Airport currently serves. The Authority seeks to stimulate air service, economic development, trade and tourism by focusing on the shared goals of its stakeholders: more service to more destinations, lower operating costs and increased non-aeronautical revenue. The Authority recognizes that the Syracuse Hancock International Airport is a gateway to the central New York region and beyond and seeks to optimize customer service and exceed customer expectations with continuous improvements to the terminal building and public-use facilities.

The Authority’s personnel policies, benefits and services are set forth in this Handbook. These policies cover all Authority employees and are designed to maintain consistency and ensure equitable treatment.

The Handbook is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. Detailed coverage about benefit plans are readily available through the official policy documents provided to you by the benefit provider. Please ask the HR Manager or his/her designee if you have any questions regarding this Handbook or any of your benefits.

The Employee Handbook is not intended to create a contract between the Authority and its Employees. The Authority reserves the right to modify, suspend or terminate any of the following policies without notice, except as may be required by collective bargaining agreements or Federal, State, and local law. The Authority’s failure to enforce any provision or provisions shall not operate to invalidate the Authority’s rights to enforce any of the provisions of this policy including subsequent changes.

B. EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity (EEO) refers to all Federal and State anti-discrimination laws and provides all persons the right to be evaluated based on their ability.

It is the policy of the Authority to ensure equal employment opportunity for all applicants and employees regarding all personnel related matters, including, but not limited to recruitment, hiring, placement, promotion, compensation, benefits and training. In all such activities, the Authority will not discriminate against any qualified persons because of: age, gender, genetic information, marital status, sexual orientation, race, religion, color, national origin, citizenship, disability, or military status, or any other status protected by Federal, State, or local law.

SECTION 2 - EMPLOYMENT RELATIONSHIP

A. EMPLOYEE CLASSIFICATION

All Employees employed by the Syracuse Regional Airport Authority shall be categorized as follows. Please refer to [Appendix A](#) for a full list of Authority positions and classifications:

1. Civil Service Classification

- a. *Exempt*: Positions for which competitive or non-competitive examinations or other qualification requirements are not practicable. (This exempt classification is specific to civil service only, and is different than the Fair Labor Standards Act (FLSA) exempt for the purpose of minimum wage/over-time.)
- b. *Non-Competitive*: Positions in the classified service for which it is practicable to determine merit and fitness by a qualifying examination, but impracticable to determine relative merit and fitness by competitive examination.
- c. *Competitive*: Positions in the classified service for which it is practicable to determine relative merit and fitness by competitive examination.
- d. *Labor*: Positions filled by unskilled laborers.

2. Executive Staff, Administrative Staff, Collective Bargaining Unit Staff

- a. *Executive Staff*: An Executive Employee is a senior level manager or policy making employee of the Authority. Executive Employees shall not be a member of a Collective Bargaining Unit.
- b. *Administrative Staff*: Administrative Staff are professional, supervisory and support staff who are not members of a collective bargaining unit.
- c. *Collective Bargaining Unit Staff*: A Collective Bargaining Unit Staff employee is any employee who works for the Authority subject to a collective bargaining agreement. For any employee who works for the Authority subject to a collective bargaining agreement, the conditions of his or her collective bargaining agreement override any conflicting policies set forth herein.

3. Probationary or Permanent

- a. *Probationary*: Every original appointee to the Authority, permanent appointment from a promotional list, or transfer from another appointing authority, shall serve a probationary term of not less than 8 nor more than 52 weeks in accordance with Civil Service law or collective bargaining agreements.
 - i. If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated with or without cause, or he/she may be returned to his/her previous position, at any time after eight weeks and before completion of the maximum period of probation in accordance with Civil Service law or collective bargaining agreements.
 - ii. The probationer's supervisor shall carefully observe his/her conduct and performance and, at least two weeks prior to the end of the probationary term, shall report thereon in writing to the Syracuse Regional Airport Authority Human Resources Manager. The supervisor shall also, from time to time during the probationary term, advise the probationer of his/her status and progress. A probationer whose services are to be terminated for unsatisfactory service shall receive written notice at least one week prior to such termination and, upon request, shall be granted an interview with the Syracuse Regional Airport Authority Human Resource Manager.
- b. *Permanent*: An employee who has successfully completed the probationary period becomes a permanent employee.

4. Full Time/Part Time

- a. *Full Time*: A Full Time employee is an employee who is employed to work a 36.25 or more hour workweek for the Authority.

- b. *Part Time, Regular:* A Regular Part Time employee is an employee who is employed to work a 21-36 hour workweek for the Authority on a set or varied schedule. Part-time Regular employees will only receive those employee benefits required by law.
- c. *Part Time, Casual:* A Casual Part Time employee is an employee who is employed to work 20.00 or fewer hours per week for the Authority on an as-needed basis. Casual Part Time employees will only receive those employee benefits required by law.

5. Hourly or Salaried

- a. *Hourly:* Hourly employees are paid based on number of hours worked multiplied by the appropriate rate per hour.
- b. *Salaried:* Salaried employees are paid based on an annual salary divided by 26 pay periods.

6. Intern or Volunteer

Intern or Volunteer: Interns may be paid or unpaid. Volunteers are unpaid. The primary purpose of an internship is to assist a student in gaining relevant work experience. The primary purpose of a Volunteer is to perform such ancillary tasks as the Authority deems desirable, but not necessary, to its operation. Unpaid Interns or Volunteers shall be subject to the same applicable provisions of this Handbook, particularly provisions regarding appropriate conduct, but under no circumstances shall the policies of this Employee Handbook establish an employee-employer relationship, nor shall any internship or volunteer position conflict with any applicable Federal, State and local laws. Paid interns will be treated as temporary employees under the Authority's employment policies, and applicable Federal, State and local laws. Interns and volunteers are not eligible for benefits or paid time off.

B. HOURS OF WORK

The Airport operates 24 hours a day. An employee's typical work day is dependent on the employee's department and responsibilities.

C. REST AND MEAL BREAKS

1. Rest and meal breaks are provided during the course of each workday as required by statute or, for Collective Bargaining Unit Staff, the collective bargaining agreement.
2. Administrative Staff receive one 45 minute unpaid lunch break and one 15 minute paid work break, as scheduled according to the staffing needs of the department.

D. PAY PROCEDURES

1. Wage and Salary Administration

- a. Wage and salary administration for Executive and Administrative staff is detailed in Appendix B.
- b. Wage and salary administration for Collective Bargaining Unit Staff is detailed in their Collective Bargaining Agreement.

2. Pay Dates

- a. Salaried employees shall be paid their regular salary bi-weekly on the Thursday following the end of the payroll period, which shall run from Wednesday to the Tuesday which is fourteen days later.

- b. Hourly employees shall be paid on the Thursday following the end of the payroll period, which shall run from Sunday to the following Saturday, based on hours worked during the period.

3. Paychecks

- a. Paychecks or direct deposit advices will include a statement showing gross pay, reductions/deductions, and net pay. Federal, State, Local, and Social Security taxes will be deducted automatically. Employer will offer to Employees the option to have additional reductions or deductions taken from the Employee's paycheck, subject to the Employee's prior written authorization. No other deductions will be made unless required or allowed by law.
- b. Paychecks or direct deposit advices will only be released directly to the employee unless the employee gives written permission designating someone else to pick up their check. Anyone else picking up a check will be expected to provide identification.
- c. The Authority encourages direct deposit of employee's paychecks into the bank of their choice to avoid being lost or stolen. Paychecks can be deposited into checking accounts, savings accounts, or both, upon written authorization by the employee.

4. Overtime

- a. *Administrative Staff* will be paid overtime compensation as required by Federal or State law. All non-exempt employees are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act and state law.
- b. *Collective Bargaining Unit Staff* will be paid overtime compensation as required by Federal or State law or by the terms of the Employee's Collective Bargaining Agreement.

5. Compensatory Time

- a. *Non-Exempt/Hourly*: The provisions of the Fair Labor Standards Act (FLSA) established a test to determine overtime exemption applied to all positions within the Authority. Positions that do not meet the exempt test standard are classified as non-exempt. Non-exempt positions are entitled to overtime pay and must be compensated for any hours worked over 40 hours in a workweek and by Authority policy are not eligible for compensatory time off, unless indicated in a collective bargaining unit contract.
- b. *Exempt/Salaried*: There is no legal requirement or obligation of the Authority to grant compensatory time off to exempt employees. The Executive Director may choose at her/his discretion to grant compensatory time off to exempt employees who are required to work in excess of 36.25 hours for special projects, during weekends, or any normally scheduled time off. Compensatory time granted will be on an hour-for-hour basis, and must be used within the next bi-weekly pay period after granted. Comp time does not accrue and will not be paid out if unused.

The Executive Director may deny any request for compensatory time, particularly if it will "unduly disrupt" the department or airport operations.

E. PERSONNEL RECORDS

The Authority maintains personnel records and information for each applicant, employee, and past employee.

1. Personnel records are to contain information that is needed by the Authority to conduct its business or which is required by Federal, State, or Local law.
2. Employees have a responsibility to keep their personnel records up to date and are to notify the Authority's Personnel Administrator in writing of any changes in the following:
 - a. Name
 - b. Address
 - c. Telephone number
 - d. Marital status (for benefits and tax withholding purposes only)
 - e. Number of dependents (for benefits and tax withholding purposes only)
 - f. Emergency notification information
3. Employees are allowed to inspect their own personnel records. A request to do so should be directed to the Authority's HR Manager, or the Executive Director, who will then schedule a time for the inspection.
4. Employees who, after inspecting their personnel files, feel that any material is inaccurate or irrelevant may submit a written request to the Authority's HR Manager or Executive Director to have the material revised or removed from the file. If such a request is not granted, the employee will be permitted to place a written statement of disagreement in the file.
5. Employees are to refer all requests from outside the Authority for personnel information concerning applicants, employees, and past employees to the HR Manager. The HR Manager may verify, but not provide, wage and salary information and may release employment dates and position(s) held without first obtaining the consent of the employee. Further information may be provided with written authorization from the employee.
6. The HR Manager will make provision to retain certain personnel records as required by various Federal, State, and Local laws.

F. SEPARATION OF EMPLOYMENT

It is the policy of the Syracuse Regional Airport Authority to ensure that employee separations, including voluntary and involuntary terminations, and terminations due to the death of an employee, are handled in a professional manner with minimal disruption to ongoing work functions.

1. Voluntary Termination

A voluntary termination of employment occurs when an employee informs his or her supervisor of the employee's resignation or retirement, or when an employee is absent from work without approval in excess of three consecutive workdays (considered job abandonment).

- a. Administrative employees are requested to provide a minimum of two weeks' notice of their intention to separate from the Authority to allow a reasonable amount of time to transfer ongoing workloads.

- b. Executive employees are requested to provide a minimum of four weeks' notice of their intention to separate from the Authority to allow a reasonable amount of time to transfer ongoing workloads.
- c. The employee must confirm the resignation in writing to his or her supervisor. This letter and other pertinent information (i.e. last day worked, reason for leaving) will be shared with Human Resources and put in the employee's personnel file.
- d. Employees will not be allowed to rescind a resignation, whether given verbally or in writing, once the resignation has been confirmed by the employer. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so with their supervisor or human resources.

The HR Manager will coordinate the employee's exit process with the employee's supervisor, which may include the following where applicable:

- a. Providing the employee with an exit letter indicating post-termination benefit status
- b. Collecting Authority property from the employee (e.g., keys, ID cards, parking passes, credit cards, etc.).
- c. Providing employee the opportunity to complete a voluntary exit interview. The exit interview provides employees with the opportunity to freely express views about working at Syracuse Regional Airport Authority, and the employee's comments during the exit interview will be kept confidential. HR will compile data from exit interviews to determine if feedback to the head of the employee's department or other members of management as necessary.

Employees who possess a security clearance must meet with the Airport security coordinator or designee for a debriefing no later than their last day of employment.

2. Involuntary Termination

An involuntary termination of employment may include termination due to lack of work (layoff or elimination of position), poor job performance, or misconduct in line with the policies of this Handbook under Section 5.

In some cases progressive discipline may be used, prior to termination, to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct may result in immediate dismissal without prior use of progressive discipline. The Syracuse Regional Airport Authority reserves this right.

The HR Manager will coordinate the employee's exit process with the employee's supervisor, which may include the following where applicable:

- a. Providing the employee with an exit letter indicating post-termination benefit status
- b. Collecting Authority property from the employee at the time of termination (e.g., keys, ID cards, parking passes, credit cards, etc.).
- c. Advising Airport security coordinator or designee of the termination and provide any security badges/keys

3. Death of an Employee

A termination due to the death of an employee will be made effective as of the date of death.

Upon receiving notification of the death of an employee, the employee's supervisor should immediately notify the HR Manager.

The HR Manager will process all appropriate beneficiary payments from the various benefits plans.

4. Final Pay

In accordance with the policies in Section III of this Handbook, an employee who resigns, retires, or is involuntarily terminated will be paid through the last day of work, plus any unused vacation days (not to exceed the maximum of the annual amount earned), minus any regular deductions/withholdings, in his/her final paycheck. The Authority reserves the right to deny payout of unused vacation time in cases of termination due to severe misconduct. There will be no payout of unused personal time. Sick time will be paid out as outlined in Section III of this Handbook.

In cases of an employee's death, the final pay due to that employee will be paid to the deceased employee's estate.

The employee's supervisor should ensure that the deceased employee's final timecard is completed and submitted for processing in accordance with the published pay period schedule.

5. Unemployment Compensation

Unemployment compensation insurance is a state government sponsored temporary financial benefit to employees who have lost their jobs due to no fault of their own. To qualify for Unemployment Insurance benefits, you must have worked and earned enough wages in covered employment.

In New York State, employers pay contributions that fund Unemployment Insurance. It is not deducted from your paycheck.

The New York State Department of Labor decides if a separated employee qualifies for benefits.

SECTION 3 - EMPLOYEE BENEFITS

A. OVERVIEW OF BENEFITS

1. Benefits for Collective Bargaining Unit Staff are contained in their Collective Bargaining Agreement.

2. The following Sections 3.B through 3.J provide a summary of the various employee benefits available to Executive and Administrative staff. Plan descriptions of these programs are available from the HR Manager or his/her designee.

- a. Employees are required to contribute to the cost of applicable employee benefit programs per the schedule in Appendix C, or as it may from time to time be updated.
- b. The Authority reserves the right to discontinue the benefits plans at any time, in whole or in part, or to modify, amend or otherwise change their terms, including increasing the amount of contribution for an employee, retiree or their dependents. Whenever a benefit is supplied through a written document or contract with any outside party, their official text become the controlling documents.

B. MEDICAL BENEFITS

1. Health Insurance

The Authority has selected the Onondaga County Employee Benefits Association (OCEBA), administered by POMCO, to provide health insurance to employees. See the Summary Plan Description for OCEBA Plan M available through Human Resources for more details regarding this coverage.

- a. *Active Employees* - All full-time employees are eligible to enroll when they are newly hired or during designated open enrollment periods. The plan provides coverage for the employee and their eligible dependents. Details concerning the plan are available from the HR Manager or his/her designee.
- b. *Retirees* - Retirees from the Authority are eligible to continue enrollment in a health insurance plan offered by the Authority if they:
 - i. retire from employment with the Authority having ten years of full-time employment with the Authority or a combination of ten years of continuous full-time employment with the Authority and the City of Syracuse;
 - ii. are qualified to retire with a pension from the NYS Employee Retirement System;
 - iii. immediately apply for and thereafter collect their NYS pension upon leaving the Authority payroll;
 - iv. are currently enrolled in a Authority health insurance plan as of date of retirement and continue benefits without a lapse; and
 - v. were employed directly by the Authority, or by the City of Syracuse prior to January 1, 2019.

In order to remain eligible to continue enrollment in a health insurance plan offered by the Authority, a retiree who reaches age 65 must enroll in Medicare Parts A & B.

A person, being the spouse of the retiree at the time of retirement, who survives the retiree may continue to enroll in any health insurance plan offered by the Authority, under the same terms as the retiree, if they:

- i. were enrolled at the time of the retiree's death,
- ii. have not re-married, and
- iii. are under the age of 65.

Once a surviving spouse becomes ineligible to continue coverage, any dependents of the surviving spouse are also ineligible to continue coverage.

Retirees/spouses/dependents not otherwise eligible to continue health insurance coverage may choose to do so according to applicable COBRA provisions.

2. Dental Insurance

- a. *Active Employees* - As part of the health insurance program, the Authority also provides to full-time employees dental coverage through OCEBA/POMCO. Details concerning the plan are available from the HR Manager or his/her designee.
- b. *Retirees* - Retirees may choose to continue dental coverage according to applicable COBRA provisions.

3. Vision

- a. *Active Employees* - As part of the health insurance program, the Authority also provides to full-time employees vision coverage through OCEBA/POMCO. Details concerning the plan are available from the HR Manager or his/her designee.

- b. *Retirees* - Retirees may choose to continue vision coverage according to applicable COBRA provisions.

C. FLEXIBLE SPENDING ACCOUNTS

The Authority offers Flexible Spending Accounts for Health Care, Dependent Care, and Parking expenses through POMCO. Details on these programs are available from the HR Manager or his/her designee.

D. RETIREMENT PLAN

The Authority is a participating employer in the New York State and Local Retirement System (NYSLRS). The New York State and Local Retirement System requires a variable employee contribution based on the employee's tier. An employee's tier is determined by the employee's enrollment date with the New York State and Local Retirement System. Employee enrollment in the New York State and Local Retirement System is subject to the New York State and Local Retirement System's determination of employee tier and contributions.

Except for persons receiving a retirement allowance from a public retirement system administered by the State of New York or a political subdivision, each new, full-time employee must join the Retirement System at the time of his or her initial employment. A description of the benefits available for each Tier is available on the NYSLRS website www.osc.state.ny.us/retire/.

E. DEFERRED COMPENSATION PLAN

The New York State Deferred Compensation Plan is a voluntary retirement savings program, created by federal and state law, that permits government employees to defer compensation after any required salary deductions (such as retirement system contributions, social security and Medicare taxes, health plan premiums, etc.), The amount saved is not subject to current federal or New York State income taxes, and earnings accumulate tax-deferred until the amounts are distributed, generally during retirement. The Plan's mission is to help State and local public employees achieve their retirement savings goals by providing high quality, cost effective investment products, investment education programs and related services. The Plan is overseen by the New York State Deferred Compensation Board and managed by professional staff. The New York State Deferred Compensation Plan is a State-sponsored employee benefit for State employees and employees of participating employers. A description of this plan is available on the NYS Deferred Compensation Plan website www.nysdcp.com.

F. PROFESSIONAL DEVELOPMENT

- a. Employees interested in attending professional development seminars related to their responsibilities with the Authority should submit a request to their supervisor detailing all anticipated expenses associated with attendance. All requests must be approved by the Executive Director and, if so approved, expenses related to the seminar will be paid for by the Authority.
- b. Employees interested in pursuing a course of certification related to their responsibilities with the Authority should submit a request to the Executive Director. If approved, expenses related to the certification will be paid for by the Authority.
- c. Employees interested in pursuing an undergraduate or graduate degree related to their responsibilities with the Authority should submit a request to the Executive Director prior to the start of coursework. If the program is approved, employees may be reimbursed one-half (50%) of the cost of each course successfully completed for credit toward graduation from the program.

G. PAID TIME OFF

1. Vacation

Full-Time staff are eligible for vacation benefits on an accrual basis. An employee earns vacation credit from the date of hire. Temporary employees and Interns are not eligible for vacation benefits.

The vacation year is July 1 to June 30. All vacation should be scheduled in advance with the employee's supervisor, requested in writing and is subject to the supervisor's approval. Taking vacation in more than two-week segments is not encouraged because of the added burden it places on colleagues.

a. *Executive Staff*

Employees in this category earn twenty vacation days every July 1st. New employees shall receive a pro-rated portion of the annual allotment. There is no waiting period before they are eligible to take vacation.

Employees in this category cannot carryover any unused vacation days to the following year; however, they can bank up to 20 unused days to be paid upon separation, retirement or death.

b. *Administrative Staff*

Vacation is accrued according to the following schedule on a July-June fiscal year:

- i. Date of hire – employees receive 5 days of vacation available to use immediately
- ii. July 1st following the date of hire - employees receive 10 days at a pro-rated amount based on date of hire

Month of Hire	Vacation at Time of Hire	July 1st following date of hire
July	5 days	10 days
August	5 days	9.16 days
September	5 days	8.33 days
October	5 days	7.5 days
November	5 days	6.66 days
December	5 days	5.83 days
January	5 days	5 days
February	5 days	4.16 days
March	5 days	3.33 days
April	5 days	2.5 days
May	5 days	1.66 days
June	5 days	0.83 days

- iii. July 1st following first full year of service - 10 days
- iv. Two to Four Years – 10 days/year
- v. Five Years – 15 days/year
- vi. Ten Years– 20 days/year
- vii. Fifteen Years- 25 days/year

All employees are encouraged to take their earned vacation by June 30 each year.

With the permission of the Executive Director, vacation days up to a maximum of 10 unused days may be carried over until the next year.

Unused vacation for full-time employees, not to exceed the maximum of the annual amount earned, shall be paid upon separation, retirement or death to be paid out in the employee's final paycheck.

2. Sick Leave

- a. Employees will accrue 1.25 sick days for each full month worked. Employees may accumulate up to 230 days. Sick leave can be used for the employee's own illness, or to care for an immediate family member's illness.
- b. An immediate family member for the purpose of sick leave is defined as: the employee's spouse, parents, step-parents, parent-in-law, children, step-children, grandparents, grandchildren
- c. In addition, the Authority will give consideration as immediate family member an individual residing within the employee's household who is related by blood or affinity and whose close association with the employee is the equivalent of a family relationship.
- d. The Authority reserves the right to require employees to provide a note from a physician verifying that an absence was caused by a medical situation.
- e. The Authority also reserves the right to require documentation from the physician authorizing the employee to return to work.

3. Medical Office Visits

Employees may use up to 24 hours per year, not exceeding two (2) hours per visit, without loss of pay for medical visits.

4. Breast and Prostate Cancer Screening Leave

- a. In accordance with NYS law, employees are allowed to take up to four hours of paid leave annually for breast cancer or prostate cancer screenings, without deducting time from paid time off accruals, as long as the time taken is during regular work hours. The four hours include travel time. Leave taken beyond the four-hour cap must be charged to accrued time.
- b. Employees who undergo screenings outside their regular work schedule do so on their own time and will not receive compensation for that time.
- c. Leave taken for a screening is not cumulative and expires at the end of the calendar year.
- d. Satisfactory medical documentation that the employee's absence was for the purpose of a breast cancer or prostate cancer screening is required.

5. Sick Leave Bank

- a. *Eligibility Criteria for Recipient*
 - i. Employee must have a serious protracted illness or injury that is confirmed by a physician's statement.
 - ii. Employee must have exhausted all of his/her paid time off (i.e., sick, vacation, personal and floating holiday, etc.)
 - iii. Employee cannot be awarded more than thirty (30) paid days from the sick leave bank.

iv. Employee must use sick time awarded in either 4.00 or 7.25-hour increments.

b. *Donation Criteria*

- i. Only those employees with a minimum of thirty (30) accrued sick leave days may donate to the bank. A maximum of five sick days per year may be donated.
- ii. Donations must be made in writing and, once made, may not be withdrawn.

i. *Procedures*

An eligible employee may request additional sick leave credit from the bank by submitting a written request to the HR Manager. The HR Manager will inform the employee if the request has been approved or disapproved. Once approved, the approved amount will be transferred to the employee's sick time accruals. Any unused time will be returned to the bank. The decision of the Executive Director will be final as regards to any questions on the administration of the sick leave bank program.

6. Sick Leave Conversion

- a. Upon separation from Authority employment, unless terminated for cause, an employee will receive a cash payment for unused accumulated sick time at a rate of \$15/day.
- b. Upon retiring from employment with the Authority employees have the option, under Section 41-j of the NYS Retirement and Social Security Law, to utilize up to 165 days of unreimbursed sick days to be calculated as service credit. In addition, an employee may receive cash payment of \$20 per day up to maximum of 65 unused sick days in excess of 165 days for a maximum of \$1,300. Payment shall be made in the employee's final paycheck. Inclusion in the employee's final average salary for retirement benefit purposes shall be determined by the NYS Employees' Retirement System rules and regulations.

If an employee has enough time to both convert into cash and apply to the 41-j provision, the above conversions can run concurrently.

7. Personal Leave

Employees will receive three (3) Personal Leave days per calendar year. These days are non-cumulative. Personal Leave days will be pro-rated during the first year of employment, based on the date of hire:

January – April	3 days
May – August	2 days
September – December	1 day

8. Holidays

The Authority observes the following scheduled holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Full-time employees will be paid their standard daily rate.

Authority employees shall receive one day designated as a Floating Holiday for Lincoln's Birthday (February 12th), however, the floating holiday may not be used until after February 12th of any given calendar year, and must be used in its entirety. The Floating Holiday must be taken as a full day off at 7.25 hours, and is not allowed to be taken in smaller increments. Employees who are hired after February 12th will not receive the floating holiday until the next calendar year.

On Special Observance Days, namely Good Friday and the day before Christmas or New Year's, Authority employees, at the option of the Executive Director employees will be released from work upon completion of four hours after the start of their regular work day, subject to the operational requirements of the airport.

9. Bereavement Leave

- a. Employees are allowed up to four days with pay following the death of an immediate family member, which for the purposes of bereavement is defined as the employee's spouse, parents, step-parents, parent-in-law, children, step-children, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparent of spouse.
- b. In the event of the death of an employee's aunt, uncle, niece, or nephew, one day off will be given, with pay, to attend the funeral.

10. Jury Duty

Employees who are required to be absent from work to serve as jurors shall be paid for the time actually lost from work, less any amount received by the employee as juror fees. Employee must provide a copy of the jury duty summons to Human Resources.

11. Military Leave

Employees will be granted leaves of absence to fulfill military obligations in accordance with law.

H. FAMILY MEDICAL LEAVE

The Authority will comply with all applicable requirements of the Family and Medical Leave Act of 1993 ("FMLA") and any subsequent amendments. For information on family and medical leave conditions that are covered by the federal Family and Medical Leave Act (FMLA) see Appendix D.

I. DISABILITY BENEFITS

New York State Disability benefits are available to all eligible employees to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment. Disability benefits include cash payments only. Medical care is the responsibility of the claimant.

Cash benefits are 50% of a claimant's average weekly wage, but no more than the maximum benefit allowed (currently \$170.00 per week). The average weekly wage is based on the last eight weeks of employment. Benefits begin on the 8th calendar day of disability and continue up to 26 weeks or the end of disability, whichever occurs first. Benefits are subject to Social Security and tax withholding, and may not exceed 26 weeks during a 52 consecutive week period.

An employee must exhaust all accrued sick time prior to receiving NY State Disability benefits, and has the option to use accrued vacation time. Upon returning to work after a disability leave, an employee must present a certification from his or her physician stating fitness to return to work. The Authority reserves the right to require a complete "fitness to return to work" physical examination by a physician chosen by the Authority.

For specific coverage information, to file a claim, or obtain a copy of a NYS Disability Notice of Rights, please contact the HR Manager. If anything stated in this policy differs from the information contained in the plan documents, then the plan documents supersede this policy.

J. WORKERS' COMPENSATION

All employees are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must immediately report any accident or injury to their supervisor and the Human Resources Department so that the necessary paperwork may be completed.

SECTION 4 – EQUAL EMPLOYMENT OPPORTUNITY POLICIES & PROCEDURES

A. ANTI-HARASSMENT POLICY

1. Harassment on the basis of an employee's race, religion, creed, color, sex, age, national origin, disability, marital/familial status, sexual orientation, domestic violence victim status, or any other status or condition protected by applicable local, state, or federal law will not be tolerated by the Authority. Prohibited harassment includes comments, slurs, jokes, innuendoes, cartoons, pranks, physical harassment, etc., which are derogatory on the basis of an employee's protected status. Harassment also includes negative actions based on an employee's participation in activities identified with or promoting the activities of the protected group.
2. Employees have the right to be free from such harassment on the job, either from co-workers or supervisors. Harassment is prohibited by state and federal anti-discrimination laws where:
 - a. Such conduct is severe or pervasive; and
 - b. Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment; or
 - c. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual; or
 - d. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
3. All employees are prohibited from engaging in discrimination toward or harassment of any other employee. All employees, particularly supervisors, are responsible to report any harassment they observe.

B. HARASSMENT COMPLAINT PROCESS

1. If you believe you are being harassed by fellow employee(s) or others or if you encounter unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a sexually harassing nature, or any verbal or physical conduct where you are harassed based on a real or perceived protected class (including age, race, gender, nationality, sexual orientation, etc.) promptly notify your supervisor. If it would be difficult or inappropriate to notify your supervisor, or if the situation is not satisfactorily resolved, notify the Authority's HR Manager, or General Counsel. Every effort will be made to ensure that complaints of harassment are resolved promptly and effectively.
2. No employee will be disciplined or otherwise retaliated against for a good faith complaint of harassment. All such complaints will be treated as confidential, to the extent possible, and used only to investigate the complaint.
3. Any employee who violates this harassment policy will be subject to disciplinary action, up to and including termination.

C. DISABILITY AND ACCOMMODATIONS

1. The Authority will make reasonable accommodations for employees with disabilities in accordance with law, and will make accommodation for such request when a reasonable accommodation is available that does not create an undue hardship on the Authority's business.
2. An employee who seeks a disability accommodation must submit a written request for the accommodation to his or her immediate supervisor. The written request will include the type of accommodation the employee is seeking.
3. The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed disability accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following the Authority's general grievance policy and procedure.

D. RELIGIOUS ACCOMMODATIONS

1. The Authority respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Authority's business.
2. An employee who seeks a religious accommodation must submit a written request for the accommodation to his or her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.
3. The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following the Authority's general grievance policy and procedure.

SECTION 5 – WORKPLACE GUIDELINES

A. ATTENDANCE AND PUNCTUALITY

1. Attendance at work is a major responsibility of each employee. Absence from work causes delays, requires temporary assignments of other people and generally disrupts operations. Employees should make every effort to be at work and on time when scheduled.
2. An accurate record of attendance must be maintained by each employee. Exempt employees must accurately record daily hours worked, approved leave credits, and absences not charged to leave credits. Non-exempt staff must record arrival and departure times both at the beginning and end of the workday and meal periods, approved leave credits used, and absences not charged to leave credits. Employees in certain areas must use a time clock or timesheet to record arrival and departure times, both at the beginning and end of the workday and meal period. The time card then becomes the official record of time worked. For exempt and salaried employees, the attached Bi-Weekly Time Sheet ([Appendix E](#)) must be turned in to the Executive Director, or his/her designee, by 10:00 a.m. on the last day of the payroll period.
3. Employees must forward their signed time sheets/time cards to their supervisor for review and approval. Falsification of an employee's attendance or time record constitutes a very serious violation and is a basis for counseling and/or disciplinary action, up to or including termination

4. All employees are required to complete a Leave Request and submit to their supervisor to request approval to leave work.
5. If an employee is going to be absent from work, the employee should notify the supervisor prior to the start of the employee's shift, but in no event later than one hour after the start of the employee's shift. If an employee is unable to report to work on time, the employee must notify the immediate supervisor prior to, or within one-half hour of the start of the employee's shift. If the supervisor is not available, the employee should ask for the supervisor's supervisor.
6. An employee's absence from work shall be considered an unauthorized absence when:
 - a. the absence was not properly approved by the employee's supervisor, or
 - b. in the case of an absence necessitated by illness, the employee fails to provide notice to his or her supervisor as soon as practicable.

Unauthorized absence constitutes misconduct and depending upon the circumstances, may result in performance counseling or disciplinary action, up to or including termination

7. Absence from work without approval (unauthorized absence for periods in excess of three (3) consecutive calendar days) will be considered a voluntary resignation. An employee requesting reinstatement after abandonment of employment must show that he or she was incapable of providing proper notice to the Authority of the need to be absent. This provision shall not limit the Authority's ability to remove employees on basis of misconduct for periods of unauthorized absence of any duration.

8. Frequent absenteeism and tardiness is unacceptable. To resolve this problem, an employee will first be made aware that their absenteeism and/or tardiness has become a problem. Should the problem persist, corrective action will be taken, up to or including termination

B. BEHAVIOR OF EMPLOYEES

Certain rules and regulations regarding employee behavior are necessary for the efficient operation of the Authority and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the Authority, or is offensive to constituents or fellow employees will not be tolerated. This should not be construed as a promise of specific treatment under specific circumstances, except as required by law.

1. Employees are expected to treat one another and the public in a courteous and respectful manner.
2. The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination: **The examples below are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing:**
 - a. Reporting to work under the influence of alcoholic beverages and/or illegal drugs or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs on Authority premises
 - b. Possession of firearms or other weapons on Authority premises, except as may be required for an employee's specific job duties and with the written approval of the Executive Director
 - c. Insubordination or refusing to follow appropriate instructions of a crew leader, supervisor, or other representative of management concerning a job-related matter.
 - d. Horseplay, fighting, or assault

- e. Threatening or intimidating others, including workplace bullying
- f. Theft, destruction, defacement, or misuse of Authority property or of another employee's property
- g. Gambling during work hours or on Authority property
- h. Falsifying or altering any Authority business record or report, for example but not limited to, an application for employment, a medical report, a time record, an expense account, or an absentee report
- i. Smoking on airport property, except in designated employee smoking areas. For purposes of employee conduct, smoking is defined to include the use of an electronic or battery operated device that is capable of delivering vapor or inhalation, with or without nicotine.
- j. Failure to wear assigned safety equipment or failure to abide by safety rules and policies
- k. Engaging in any form of unlawful discrimination or harassment
- l. Improper disclosure of confidential information
- m. Unauthorized absence
- n. Violation of security policies, rules and regulations

C. DRUGS AND ALCOHOL

1. The use of illegal drugs or alcoholic beverages during work hours (including lunch and break periods) is prohibited.
2. Employees judged to be under the influence of drugs or alcohol will be required to leave the premises. Arrangements will be made for the employees to be taken home. The Authority does not allow use of drugs that impair an employee's ability to perform his/her job.
3. An employee who must use prescribed drugs during work that could adversely affect job performance or the safety of others must report this fact to his/her immediate supervisor along with acceptable medical documentation. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly.

D. DISCIPLINARY PROCEDURE

1. All employees are expected to comply with the Authority's standards of behavior and any non-compliance will be subject to discipline. The Authority generally follows a policy of progressive discipline, but this is not a guarantee that all steps will be applied in all cases. This should not be construed as a promise of specific treatment under specific circumstances, except as required by law.
2. Progressive discipline may include:
 - a. Verbal warnings
 - b. Written warnings
 - c. Suspension without pay
 - d. Termination
3. Within the Authority's general policy of progressive discipline, any disciplinary procedures required by collective bargaining agreement, or by law, will take precedence.

E. EMPLOYEE SUGGESTIONS/CONCERNS

1. Employees are encouraged to present their work-related suggestions or concerns. Employees who have suggestions or feel they have an appropriate concern should start by promptly bringing the concern to the attention of the immediate supervisor. If the issue involves the supervisor, or if

the employee is not satisfied with the supervisor's decision, he/she should bring the matter to the HR Manager, General Counsel, or the Executive Director.

2. Information concerning an employee concern will be, to the extent possible, held in strict confidence. Supervisors are to investigate and discuss an issue only with those individuals who have a need to know about it or who are needed to supply necessary background information.

F. CODE OF ETHICS/CONFLICTS OF INTEREST

Authority employees are hereby held to the following Code of Ethics and standards of conduct for conflicts of interest. A complete copy of the Authority's Code of Ethics with definitions is attached as Appendix F.

1. Misuse of Position

Any Authority employee shall not use their official position or office, or take or fail to take any action, in a manner which they know or have reason to know may result in a personal financial benefit for any of the following persons:

- a. An Authority officer, member, staff, or employee;
- b. The outside employer or business of an Authority officer, member, staff, or employee if the officer, member, staff, or employee's outside employment compensation or business income would be affected by the action;
- c. A relative, where the action would affect them to a greater degree than the general public or a class of individuals similarly situated.

2. Disclosure and Recusal

Authority employees shall, to the extent they know or should know thereof, publicly disclose to the Executive Director, General Counsel, HR Manager, or the Ethics officer of the Authority, the nature of any potential conflict of interest between their official duties with the Authority and any outside interest; and offer to recuse themselves from any debate, discussion, decisions or any matter before the Authority or agency when acting on the matter, or failing to act on the matter, could reasonably be expected to be more beneficial financially to any of the persons listed above, than it would be to any member of the general public.

3. Revolving Door

Persons who have served as employees of the Authority shall neither, after the termination of such employment, appear before the Authority or any agency of the Authority, nor render services on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application with respect to which the employee was directly concerned or in which they personally participated during the period of their service or employment of which was under their active consideration, until the case, proceeding or application have been fully disposed of for a period of two years from the date of separation from Authority employment, whichever is earlier; nor shall the employee receive or agree to receive any compensation with respect to such matter.

4. Gifts

No Authority employee shall directly or indirectly solicit any gift, having a value of \$75 or more, whether the gift is in the form of money, property, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them,

in the performance of their official duties or was intended as a financial reward for any official action on their part.

The only exception to the Authority's policy on gifts is if an Authority employee accepts a free invitation to a charitable fund raising event, recognition dinner, or similar community event.

5. Confidential Information

Authority employees shall not disclose confidential information acquired by them in the course of their official duties or use such information to further their personal interests or those of the persons listed in Section M.1-Misuse of Power.

6. Outside Compensation

Authority employees shall not receive or enter into any agreement, express or implied, or compensation for services to be rendered in relation to any matters before any Authority agency of which they are an employee, or of any Authority agency over which they have jurisdiction, or to which they have the power to appoint any officer, member, staff, or employee.

Authority employees shall not receive compensation or enter in to any agreement, express or implied, for services to be rendered in relation to any matter before any agency of the Authority, whereby their compensation is to be depended or contingent upon any action by the agency. This shall not prohibit the representation by an Authority employee before such other unaffiliated Authority agencies for fees based solely upon the reasonable value of the services.

G. WHISTLEBLOWER POLICY AND PROCEDURES

The Authority's Whistleblower policy and procedures is attached as Appendix G.

SECTION 6 – WORKPLACE SAFETY

A. EMPLOYEE SAFETY AND HEALTH

The Authority complies with all applicable federal, state, and local health and safety regulations, including the Public Employee Safety and Health Act and the Right to Know Law. Employees are expected to comply with all safety and health requirements.

1. Authority Responsibility - The Authority shall oversee and direct the safety program that includes the responsibilities listed below:

- a. Review employee accident reports to ensure correction of unsafe working conditions, practices or potential hazards.
- b. Evaluate accident investigations to determine if the cause of the unsafe situation was identified and corrected.
- c. Informal safety and health inspections of all work areas.
- d. Evaluate the work place accident and illness prevention program.

2. Supervisors' safety responsibilities include:

- a. Familiarizing themselves with all safety and health procedures relevant to the operations under their supervision.
- b. Inspecting their work areas periodically.
- c. Training their employees in safety matters or arranging for such training where appropriate.

- d. Identifying conditions that are recognized as being unsafe.
 - e. Reporting accidents and injuries immediately.
3. Employees should report to their supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to employees or constituents.
 4. The Authority will provide special clothing or equipment, or reimburse for it, when law requires such clothing or equipment. Employees are responsible for the proper use and maintenance of such clothing and equipment and will be subject to discipline for failure to exercise this obligation.
 5. The Authority will not discriminate in any manner against an employee because the employee has instituted a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right afforded by law.

B. MEDICAL PROCEDURES

On occasion, when job-related and consistent with business necessity, employees or potential employees may be required to submit to medical tests or examinations whenever such actions are permitted by law and are necessary for the safe or efficient operation of the Authority.

1. Once an employment offer has been made, potential employees may be required as a condition of employment to pass a medical examination or medical inquiry to establish their fitness to perform the offered jobs, if this is required of all entering employees in the same job category. If a post-offer medical examination or inquiry reveals a disability that would preclude the individual's ability to perform the essential functions of the job, with or without reasonable accommodation, or discloses that the individual would impose a "direct threat" to health or safety, the individual will not be hired.
2. Employees may be required to have a medical examination or vaccinations on other occasions when required by Federal law.
3. Medical examinations required by the Authority will be paid for by it and must be performed by a physician designated or approved by it. Examinations not made mandatory by this policy are the responsibility of the employee.
4. Medical examinations paid for by the Authority are the property of the Authority and will be treated as confidential. All records of such examinations, as well as those required by law or regulation or warranted by appropriate business practice, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, or the employee's doctor.
5. Employees who need to use prescribed drugs while at work, which could adversely affect their job performance or the safety of others, must report this requirement to their supervisor and provide acceptable medical documentation. Depending on the circumstances, employees may be reassigned, removed from certain tasks, or even not allowed to work if they are judged not to be able to perform their jobs safely and properly while taking prescribed drugs.
6. An employee returning from a disability leave or an absence caused by health problems must provide written documentation from a medical professional with knowledge about the employee's functional limitations on performing safely and satisfactorily the employee's regular work without endangering the employee or others.

7. Employees who become ill on the job or suffer any work-connected injury are to report it to their supervisor. The supervisor will be responsible for reporting the incident and completing the appropriate forms. Any employee who incurs a work-related injury requiring an absence from work to receive medical attention must provide a medical release before returning to work.

C. WORKPLACE VIOLENCE PREVENTION POLICY AND INCIDENT REPORTING

The Syracuse Regional Airport Authority is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Authority's property will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law section 27-b and highlights some of the elements that are to be found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that will be designed to identify the workplace violence hazards our employees could be exposed to. Other tools that may be utilized during this process include establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. The Authority has identified response personnel which includes the Human Resources Manager and an employee representative. If appropriate, the Authority will provide counseling services or referrals for employees.

All Authority personnel are responsible for notifying the Executive Director or his/her designee of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

SECTION 7 – EMPLOYMENT EXPENSES/USE OF RESOURCES

A. TRAVEL

With approval by the Executive Director or his/her designee, an employee may be reimbursed the standard mileage rate for use of a personal vehicle to conduct Authority business. The standard mileage allowance for use of a personal vehicle is indexed according to the current IRS standard mileage rates. (www.irs.gov) In addition to mileage, reimbursement for tolls and parking will be allowed under the same circumstances. The employee's expense statement should identify the date, time, location and amount of tolls and parking fees.

B. MEAL EXPENSES

With approval by the Executive Director or his/her designee, an employee travelling on Authority business is eligible for reimbursement for meals. "Reasonable" per diem rates for meals will be

reimbursed up to the current U.S. General Services Administration Per Diem Rates (www.gsa.gov). Reimbursements for meals do not include any alcoholic beverages. Employees must provide receipts for all meals for which reimbursement is being requested.

C. OVERNIGHT ACCOMMODATIONS

Reservations for hotel accommodations and rental vehicles are to be arranged by the Executive Director's Executive Assistant. The Authority will generally pay these fees directly to vendors via check to avoid sales taxes, and to obtain government price discounts whenever possible. "Reasonable" per diem costs for lodging in various areas should be based on the GSA per diem rates referenced above. Reasonable transportation expenses incurred for travel to hotel accommodations may also be submitted for consideration of reimbursement (e.g. taxis, subways and buses to and from airports and/or train stations).

D. BUSINESS ENTERTAINMENT

The Authority will authorize certain employees to engage in business entertaining on behalf of the Authority and pay for or reimburse such expenses according to the guidelines below:

Employee entertainment expenses will be paid or reimbursed if they are properly approved by the CFO or Executive Director, are reasonable, and are directly related to or associated with the Authority's business. Employees who incur entertainment expenses that do not meet these standards will be personally responsible for them.

E. USE OF COMMUNICATION SYSTEMS

The use of any Authority electronic device (e.g., computer, iPad, cellular phone, or other electronic means of communication), or the use of an internet connection provided by the Authority, is a privilege. The Authority understands that specific electronic device use is necessary to perform certain duties of any employee's job. Any employee who requires an electronic device to fulfill the duties of their job shall have access to one and Authority provided access to the internet. Inappropriate use of an Authority electronic device or Authority provided internet access is subject to disciplinary action up to and including termination of employment.

1. Electronic Device and Internet Use

The Authority considers use of an Authority electronic device or Authority provided internet access not related to the employee's job duties or specific task as either incidental or inappropriate computer use. The Authority anticipates an employee may use his or her Authority electronic device for incidental use (defined below), but inappropriate use is strictly prohibited.

2. Incidental Electronic Device and Internet Use

Incidental use of an Authority electronic device or Authority provided internet may include checking personal email, reading online news, performing unrelated research, briefly accessing social media websites, and any other online activity that does not burden the Authority's hardware or unusually interferes with the Authority's provided internet access. Employees should limit their incidental electronic device use to appropriate break times.

An employee's supervisor or the HR Manager, or Executive Director shall have the discretion to determine whether an employee's electronic device or internet use is incidental or inappropriate use. In the event that an Authority employee's job performance suffers, or if an Authority employee is abusing his or her access to an Authority electronic device or Authority provided internet access,

the Authority employee's electronic device and Authority provided internet access or the incidental use of devices may be suspended, revoked, or permanently removed at the discretion of the HR Manager or the Executive Director.

3. Inappropriate Electronic Device and Internet Use

The Authority absolutely prohibits any inappropriate use of Authority electronic devices and Authority provided internet. Inappropriate use shall mean, but is not limited to, any use of an Authority electronic device or Authority provided internet that may expose the Authority to legal action, is illegal, violates copyright or trademark law, places an unnecessary strain on the Authority's hardware, unusually interferes with the Authority's provided internet access or bandwidth, any inappropriate or extended video streaming, any activity that furthers an employee's personal commercial or financial interests, contributes to an online message board, chat room, or other online entertainment, or is otherwise unrelated to the Authority employee's job duties or a distraction from the employee's job performance.

Authority employees who engage in inappropriate use of an Authority electronic device or internet access may have his or her access to an electronic device or the internet limited, suspended, or revoked. The Executive Director or HR Manager shall have the option to further discipline or terminate any employee based on their inappropriate use of an Authority electronic device or Authority provided internet access.

4. No Reasonable Expectation of Privacy

No Authority employee, or any person accessing an Authority electronic device or Authority provided internet access, shall have a reasonable expectation of privacy of that person's use of an Authority electronic device, data stored on the Authority electronic device, or data transmitted or received through the Authority provided internet access.

5. Ownership of Data

Any data created by an Authority employee in furtherance of an Employee's job duties or under the direction of the Authority, is Authority property. This includes any email, document, or any other form of electronic information stored or transmitted by an Authority electronic device or through the Authority's email server, or Authority provided email access.

6. Email

If required to perform their job duties, Authority employees will have a "syrairport.org" email address assigned to them. Authority confidential information must not be shared outside of the Authority, without authorization, at any time. Use of the Authority's email service is subject to all of the conditions defined herein.

Any emails that discriminate against employees by virtue of any legally protected classification will be dealt with according to the harassment policy.

Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

F. SOLICITATION

The Authority maintains bulletin boards to communicate Authority and Airport information to employees and to post notices required by law. These bulletin boards, as well as mailboxes and

email, are for business purposes only and may not be utilized for solicitations or other personal use. Certain designated areas will be provided for personal use, those certain areas will be defined by the HR Manager or Executive Director.

G. PARKING

Employees, Volunteers, Interns, will be given access to free parking. All employees shall park in their designated parking area. If any employee is found to use their proximity card to permit any other person to access the Employee Lot, the employee's proximity card and access to the Employee Lot will be restricted or suspended.

The Authority assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle while on airport property.

H. AUTOMOBILE USAGE

Authority vehicles are to be used for Authority business and, in general, may not be driven off Airport premises. In certain circumstances, the Authority may allow employees to drive off premises on Authority business or reimburse employees for business use of personal vehicles according to the guidelines below:

1. Employees may not drive Authority vehicles without a valid driver's license and prior approval of their supervisor. Employees approved to drive on Authority business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability.
2. Employees holding jobs designated as requiring regular driving must, as a condition of employment, be able to meet the driver approval standards of this policy at all times. For all other jobs, driving is considered only an incidental function of the position. Employees whose driving record indicates unsafe driving practices will not be allowed to perform driving activities while on Authority business.
3. Certain Authority vehicles will be authorized to be taken off airport premises in order to conduct Authority business. These vehicles will be identified by a placard on the dash. These designated Authority vehicles may only be driven off premises for a specific purpose as approved by a Department Head, Division Head, or an Executive Staff member.
4. An employee who is on 24-hour call, and is expected as part of his or her job responsibilities to respond to emergencies at any hour of the day, may be assigned an Authority vehicle. Each employee assigned an Authority vehicle is responsible for its condition and for notifying the Maintenance Department of any suspected vehicle issues as such issues occur. Assigned Authority vehicles are not to be used for personal purposes other than for commuting to work or *de minimis* personal uses.
5. The rental of vehicles may take place only with the approval of the CFO or Executive Director.
6. Employees who drive an Authority vehicle on Authority business must, in addition to meeting the approval requirements above, follow all NYS laws regarding vehicle operation, exercise due diligence to drive safely, and maintain the security of the vehicle and its contents. In addition, such drivers must make sure that the vehicle is in a safe and drivable condition. Employees are responsible for any driving infractions or fines as a result of their driving.
7. Alcoholic beverages, controlled substances or other intoxicating substances/agents are not allowed in Authority-owned vehicles under any circumstances. Smoking is prohibited in Authority-owned vehicles.
8. No employee is permitted, under any circumstances, to operate an Authority vehicle, or a personal vehicle for Authority business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to,

circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

9. An employee must report any accident, theft, or malicious damage involving an Authority vehicle or a personal vehicle used on Authority business to his/her supervisor and the CFO or Executive Director, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible, but no later than 48 hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers. Any mechanical failures, physical damage to the personal vehicle, or personal property lost, stolen or damaged will not be reimbursed by the Authority.

I. PERSONAL PROPERTY

Employees are expected to exercise reasonable care to safeguard personal items of value brought to work. The Authority does not assume responsibility for the loss or theft of personal belongings.

SECTION 8 – APPENDICES

APPENDIX A – Job Position Matrix

Job Title	Employee Type	Full-Time/ Part-time	FLSA Status
Airport Operations Officer	Administrative	Full-Time	Exempt
Airport Security Coordinator	Administrative	Full-Time	Exempt
Asst. Airport Security Coordinator	Administrative	Full-Time	Exempt
Asst. Aviation Project Officer	Administrative	Part-time	Non-Exempt
Asst. Director of Terminal/Landside Operations	Administrative	Full-Time	Exempt
Aviation Contracting Officer	Administrative	Full-Time	Exempt
Aviation Project Officer	Administrative	Full-Time	Exempt
Chief Financial Officer	Executive	Full-Time	Exempt
Director Airport Security	Administrative	Full-Time	Exempt
Director of Terminal/Landside Operations	Administrative	Full-Time	Exempt
Executive Assistant	Administrative	Full-Time	Exempt
Executive Director	Executive	Full-Time	Exempt
Executive Secretary	Administrative	Full-Time	Exempt
Fiscal Officer	Administrative	Full-Time	Exempt
General Counsel	Executive	Full-Time	Exempt
Human Resources Manager	Administrative	Full-Time	Exempt
Marketing Coordinator	Administrative	Full-Time	Exempt
Personnel Administrator	Administrative	Full-Time	Exempt

APPENDIX B

Performance Appraisal and Salary Administration For Executive and Administrative Staff

Salary Administration

1. The salary ranges for SRAA positions are set by the SRAA Board as part of the approval of the annual operating budget.
 - a. Salary ranges are established based on the duties and skills required for a specific position and salary ranges for comparable positions locally and in the aviation industry.
2. Initial salaries are typically set to fall within the range of salaries paid to current employees with similar duties and new staff members will generally be hired at a rate within the lower half of the range assigned to their job title.
3. Wage increases during employment are based upon:
 - a. the level of funding approved for annual salary increases by the SRAA Board,
 - b. the strength of an employee's performance evaluations, and
 - c. any adjustment to salary ranges approved by the SRAA Board.
4. The Performance Appraisal process (see below) will normally take place in the spring, with any applicable salary increases taking effect with the first full payroll period following July 1st.
 - a. Salary increases, other than those based on a range adjustment, for employees with less than one year of service as of July 1st will be pro-rated.
5. Determination of initial salaries and annual salary increases are the responsibility of the Executive Director.

Performance Appraisal

1. The Performance Appraisal process will generally follow the schedule below:
 - a. April 1 – Self-Assessment Forms (see below) distributed to employees
 - b. April 15 – Self-Assessment Forms completed by employees and returned to immediate supervisor
 - c. May 1 – Supervisor's assessment form (see below) completed and submitted, along with Self-assessment Form, to Executive Director for review.
 - d. May 15 - Assessment packets returned to Supervisors for employee conferences.
 - e. May 31 – Completed assessment packet, signed by employee, submitted to Personnel Office to be filed in the employee's personnel file.

APPENDIX B

Performance Appraisal and Salary Administration For Executive and Administrative Staff Self-Assessment Form

Name: _____ Position: _____

1) What have been my significant accomplishments over the past year?

2) What can I accomplish during the coming year that will advance the mission of the SRAA?

3) What resources or assistance do I need to accomplish my goals for next year?

Employee Signature: _____ Date: _____

SYRACUSE REGIONAL AIRPORT AUTHORITY

EMPLOYEE EVALUATION FORM

NAME:

POSITION:

NOTE: CLARIFY ALL MARGINAL RATINGS IN THE REMARKS AREA

JOB KNOWLEDGE: Evaluate overall knowledge of duties and responsibilities as required for the current position	Fails to learn required knowledge <input type="checkbox"/>	Needs instruction or guidance <input type="checkbox"/>	Has required knowledge <input type="checkbox"/>	Has thorough knowledge of own and required work <input type="checkbox"/>
REMARKS:				
PRODUCTIVITY: Evaluate amount of work generated and completed successfully as compared to amount of work expected for this job or position	Unusually low output <input type="checkbox"/>	Should be increased <input type="checkbox"/>	Regularly meets recognized standards <input type="checkbox"/>	Unusually high output <input type="checkbox"/>
REMARKS:				
QUALITY OF WORK: Consider completeness, accuracy and economy of work. Overall quality	Consistently poor quality <input type="checkbox"/>	Needs improvement <input type="checkbox"/>	Regularly meets recognized standards <input type="checkbox"/>	Consistently maintains highest quality <input type="checkbox"/>
REMARKS:				
DECISION MAKER: Ability to size up a problem , obtain and evaluate the facts, reach sound conclusions and present them in a clear and concise manner.	Unable to make decisions <input type="checkbox"/>	Has difficulty <input type="checkbox"/>	Meets required standards <input type="checkbox"/>	Especially able <input type="checkbox"/>
REMARKS:				
ORGANIZATIONAL SKILLS: Ability to schedule and lay out work as to make the most effective use of time, materials and equipment	Unable to organize <input type="checkbox"/>	Has difficulty <input type="checkbox"/>	Plans and organizes well <input type="checkbox"/>	Very effective under all conditions <input type="checkbox"/>
REMARKS:				
ACCOUNTABILITY: Assumption of responsibilities for dates and deadlines and presence on the job.	Irresponsible <input type="checkbox"/>	Inconsistent <input type="checkbox"/>	Reliable <input type="checkbox"/>	Excellent <input type="checkbox"/>
REMARKS:				
COOPERATION AND TEAMWORK: Ability and willingness to work with and for others toward best interest of department.	Unable to work with or assist others <input type="checkbox"/>	Has difficulty working with others <input type="checkbox"/>	Cooperative <input type="checkbox"/>	Very effective <input type="checkbox"/>
REMARKS:				
CUSTOMER SERVICE: Responsive toward internal and external customers of the department.	Unable to effectively provide good customer service. <input type="checkbox"/>	Inconsistent in providing good customer service. <input type="checkbox"/>	Generally provides good customer service <input type="checkbox"/>	Very effective in providing good customer service. <input type="checkbox"/>
REMARKS:				
INITIATIVE: Originates or develops constructive ideas beyond scope of responsibilities. Takes necessary steps to get things done.	Lacks any initiative <input type="checkbox"/>	Needs prodding to get job done. <input type="checkbox"/>	Generally resourceful <input type="checkbox"/>	Self-starting, exhibits independence, originality and resourcefulness <input type="checkbox"/>
REMARKS:				

[illegible]

GOALS: Include goals for next year and plans for development, as developed jointly by employee and supervisor:

OVERALL PERFORMANCE APPRAISAL	Below minimum standards	Meets normal requirements	Generally exceeds normal requirements	Exceptional performance
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor's Signature _____

DATE: _____

Executive Director's Signature: _____

DATE: _____

EMPLOYEE'S COMMENTS: _____

The employee's signature does not mean agreement with the evaluation, only that the employee acknowledges receipt of the evaluation.

Employee's signature

Date

APPENDIX C

Employee Contribution to Benefit Programs

A) Executive and Administrative Staff contribute to healthcare (medical, dental and vision) according to the following table.

Salary	% of OCEBA Premium
up to \$42,000	10%
\$42,001 - \$59,999	15%
\$60,000 - \$79,999	18%
\$80,000 - \$99,999	20%
\$100,000 and over	25%

Contribution for eligible retirees will be based on the amount of their pension from the New York State Employee Retirement System.

B) Employees contribute to the NYS Employees Retirement System according to the following schedule.

- 1) Tiers 1-2 (Joined prior to July 27, 1976) – No contribution required.
- 2) Tiers 3-4 (Joined July 27, 1976 through December 31, 2009) – 3.00% of salary for first ten years of membership.
- 2) Tier 5 (Joined January 1, 2010 through March 31, 2012) – 3.00% of salary.
- 3) Tier 6 (Joined after April 1, 2012)

Salary	% of Salary
up to \$45,000	3.00%
\$45,001 - \$55,000	3.50%
\$55,001 - \$75,000	4.50%
\$75,001 - \$100,000	5.75%
\$100,001 and over	6.00%

Note: These rates are set by the NYS Employees Retirement System and may change from time to time. Please check their website for the most current contribution rates.

APPENDIX D

Notice to Employees Regarding the 1993 Family & Medical Leave Act

The Authority will comply with all applicable requirements of the Family and Medical Leave Act of 1993 ("FMLA") and any subsequent amendments.

The FMLA requires all public agencies, including state, local, and federal agencies to provide eligible employees with unpaid, job-protected leave for certain family and medical reasons.

EMPLOYEE ELIGIBILITY

The FMLA defines eligible employees as employees who: (1) have worked for the Authority for at least 12 months; (2) have worked for the Authority for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees within 75 miles.

LEAVE ENTITLEMENT

Eligible employees may take up to 12 work weeks of leave in a 12-month period for the following reasons: (1) to care for a child upon birth or placement for adoption or foster care; (2) to care for a parent, spouse, or child with a serious health condition; (3) inability to perform the essential functions of the job due to the employee's own serious health condition; or (4) any qualifying exigency arising out of the fact that a parent, spouse, or child is a military member on covered active duty or called to covered active duty status.

An eligible employee may also take up to 26 work weeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the parent, spouse, child, or next of kin of the service member.

The Authority recognizes a 12 month period measured forward, which means the 12 month period begins the first date the employee takes FMLA leave. The next 12 month period would begin the first time FMLA leave is taken after the completion of the prior 12 month period.

According to the FMLA an employee is "unable to perform the functions of the job" where the health care provider finds that the employee is (1) unable to work at all; or (2) unable to perform any one of the essential functions of the employee's position. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, spouses employed by the same employer are jointly entitled to a combined leave of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Eligible employees may take FMLA leave intermittently (for example, in blocks of time) or by reducing a work schedule in certain circumstances. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take FMLA leave intermittently or on a reduced work schedule only with the Authority's permission. If the FMLA leave is because of the employee's serious illness or to care for a seriously ill family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary.

NOTICE AND CERTIFICATION

Employees who want to take FMLA leave ordinarily must provide the Authority with at least 30 days notice of the need for leave, if the need for leave is foreseeable. If the employee's need is not foreseeable, the employee should give as much notice as is practicable. When leave is needed to care for an immediate

family member or for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment in order to prevent disruptions of the Authority's operations.

In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification from a health care provider of the serious health condition. The Authority also may require a second or third opinion (at the Authority's expense), periodic re-certifications of the serious health condition, and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Authority may deny leave to employees who do not provide proper advance leave notice or medical certification.

BENEFITS DURING FMLA LEAVE

Employees taking leave under the FMLA are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. If applicable, arrangements will be made for employees to pay their share of health insurance premiums while on leave. In some instances, the Authority may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave for the employee's own serious health condition or for a seriously ill family member.

JOB RESTORATION AFTER FMLA LEAVE

The Authority will reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee on an FMLA leave does not have a greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Authority's operations. A "key" employee is a salaried, eligible employee who is among the highest paid ten percent of employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

OTHER PROVISIONS

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Salaried executive, administrative, and professional employees of the Authority who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

FURTHER INFORMATION

For more information, employees may contact the HR Manager.

APPENDIX E
SYRACUSE REGIONAL AIRPORT AUTHORITY
BI-WEEKLY EMPLOYEE TIME SHEET

EMPLOYEE
 NUMBER: _____

NAME: _____

PAY
 PERIOD: **07/26/17 to 08/08/17**

	DATE	CODE 1	HOURS 1	CODE 2	HOURS 2	CODE 3	HOURS 3
WED	07/26/17	W					
THR	07/27/17	W					
FRI	07/28/17	W					
SAT	07/29/17	O					
SUN	07/30/17	O					
MON	07/31/17	W					
TUES	08/01/17	W					
WED	08/02/17	W					
THR	08/03/17	W					
FRI	08/04/17	W					
SAT	08/05/17	O					
SUN	08/06/17	O					
MON	08/07/17	W					
TUES	08/08/17	W					

W - REGULAR WORK DAY
 O - REGULAR DAY OFF
 H - HOLIDAY
 S - SICK LEAVE
 P - PERSONAL LEAVE
 V - VACATION TIME

FH - FLOATING HOLIDAY
 CE - COMP TIME EARNED
 CU - COMP TIME USED
 VL - VOLUNTARY LEAVE
 U - UNION TIME
 D - BEREAVEMENT/DEATH

M - MILITARY LEAVE
 DR - MEDICAL APPT.
 J - JURY DUTY
 SC-MAMMOGRAM OR
 PROSTATE SCREENING

.25 of an hour is the smallest unit of time to be used. Hours worked is used to calculate remaining time of half days. Code 1 should contain "W" whenever time is worked.

EMPLOYEE'S
 SIGNATURE: _____

EXECUTIVE
 DIRECTOR'S
 SIGNATURE: _____

APPENDIX F

Code of Ethics



SYRACUSE REGIONAL AIRPORT AUTHORITY CODE OF ETHICS

ARTICLE I PURPOSE AND CONSTRUCTION

Section 1.1 This Code of Ethics is applicable to officers, members, staff and employees of the Syracuse Regional Airport Authority, is adopted as a supplement to the provisions of Article 18 of the New York General Municipal Law and the City of Syracuse Code of Ethics and shall be construed to give effect to that law and local law and its purposes.

ARTICLE II DEFINITIONS

Section 2.1 For purposes of this Code of Ethics, the following terms are defined as follows:

1. *Authority* shall mean the Syracuse Regional Airport Authority.
2. *City* shall mean the City of Syracuse.
3. *Officer, member, staff or employee* shall mean any officer, member, staff or employee of the Authority, paid or unpaid.
4. *Agency* shall include any board, commissioner, authority, office, committee, department, branch, bureau or other administrative subdivision of the Syracuse Regional Airport Authority.
5. *Relative* shall mean a spouse or minor child of the officer, member, staff or employee of the Authority, or a person claimed as a dependent on the officer's or employee's latest individual income tax return.

ARTICLE III CODE OF ETHICS

Section 3.1 There is hereby established and adopted a Code of Ethics containing standards of conduct for officers, members, staff and employees of the Syracuse Regional Airport Authority.

Section 3.2 All officers, members, staff or employees of the Authority shall adhere to the following standards:

1. *General prohibition.* Authority officers, members, staff or employees shall not use their official position or office, or take or fail to take any action, in a manner which they know or have reason to know may result in a personal financial benefit for any of the following persons:

a. The Authority officer, member, staff or employee;

b. The outside employer or business of an Authority officer, member, staff or employee if the officer, member, staff or employee's outside employment compensation or business income would be affected by the action;

c. A relative, where the action would affect them to a greater degree than the general public or a class of individuals similarly situated.

2. *Disclosure and recusal.* Authority officers, members, staff or employees shall:

a. To the extent they know or should know thereof, publicly disclose to the appropriate Authority officer or agency, the nature of any potential conflict of interest between their official duties with the Authority and any outside interest; and

b. Promptly recuse themselves from any debate, discussion, decisions or action of any matter before the Authority or agency when acting on the matter, or failing to act on the matter, could reasonably be expected to be more beneficial financially to any of the persons listed in Section 3.2(1) above, than it would be to any member of the general public.

3. *Revolving door.* Persons who have served as officers, members, staff or employees of the Authority shall neither, after the termination of such service or employment, appear before the Authority or any agency of the Authority, nor render

services on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application with respect to which the officer, member, staff or employee was directly concerned or in which they personally participated during the period of their service or employment of which was under their active consideration, until the case, proceeding or application have been finally disposed of or for a period of two (2) years from the date of separation from Authority service or employment, whichever is earlier; nor shall the officer, member, staff or employee receive or agree to receive any compensation with respect to such matter.

4. *Gifts.*

a. No Authority officer, member, staff or employee shall directly or indirectly solicit any gift, or accept or receive any gift, having a value of seventy-five dollars (\$75.00) or more, whether the gift is in the form of money, property, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a financial reward for any official action on their part.

b. This subsection shall not apply to the acceptance of free invitations to charitable fund raising events, recognition dinners, or similar community events.

5. *Confidential information.* Authority officers, members, staff or employees shall not disclose confidential information acquired by them in the course of their official duties or use such information to further their personal interests or those of the persons listed in Section 3.2(1).

6. *Representation.* Authority officers, members, staff or employees shall not:

a. Receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matters before any Authority agency of which they are an officer, member, staff or employee, or of any Authority agency over which they have jurisdiction, or to which they have the power to appoint any officer, member, staff or employee; or

b. Receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of the Authority, whereby their compensation is to be dependent or

contingent upon any action by the agency with respect to such matter. This subsection shall not prohibit the representation by an Authority officer, member, staff or employee before such other unaffiliated Authority agencies for fees based solely upon the reasonable value of the services.

ARTICLE IV CIVIL SERVICES EMPLOYEES

Section 4.1 This Code of Ethics shall not be deemed in any way to conflict with or modify any act of the Legislature of the State of New York relating to the civil service rights, privileges or status of any employees of the Authority and shall not apply wherever and to the extent that to do so would be to repeal or modify any such act or portion thereof.

ARTICLE V SEVERABILITY CLAUSE

Section 5.1 If any clause, sentence, paragraph, section or part of this Code of Ethics shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Adopted: November 18, 2011
Resolution No.: 32

APPENDIX G

Whistleblower Policy and Procedures



Syracuse Regional Airport Authority **Whistleblower Policy and Procedures**

Section 101. Purpose

The Syracuse Regional Airport Authority (the “Authority”) requires members, officers, staff and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. It is the policy of the Authority to afford certain protections to individuals who in good faith report violations of the Authority’s Code of Ethics or other instances of potential wrongdoing within the Authority. The Whistleblower Policy and Procedures set forth below are intended to encourage and enable members, officers, staff and employees to raise concerns in good faith within the Authority and without fear of retaliation or adverse employment action.

Section 102. Reporting Responsibility

It is the responsibility of all members, officers, staff and employees of the Authority to comply with the Code of Ethics and report violations or suspected violations of the Authority’s Code of Ethics or other instances of potential wrongdoing to the Ethics Officer, in accordance with this Whistleblower Policy.

Section 103. Definitions

Unless otherwise specifically indicated in the Authority’s Whistleblower Policy and Procedures, the following words and phrases shall be defined as follows:

“good faith”: Information concerning potential wrongdoing is disclosed in “good faith” when the individual making the disclosure reasonably believes such information to be true and reasonably believes that it constitutes potential wrongdoing.

“Authority Employee” shall mean all Authority members and officers and staff employed at the Authority whether full-time, part-time, employed pursuant to contract, employees on probation and temporary employees.

“Whistleblower” shall mean any Authority Employee, as defined herein, who in good faith discloses information concerning wrongdoing by another Authority employee, or concerning the business of the Authority itself.

“wrongdoing” shall mean any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information,

or abuse of authority engaged in by an Authority Employee, as defined herein, that relates to the Authority.

“personnel action” shall mean any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance.

Section 104. Reporting Wrongdoing

All Authority Employees who discover or have knowledge of potential wrongdoing concerning members, officers, staff or employees of the Authority; or a person having business dealings with the Authority; or concerning the Authority itself, shall report such activity in accordance with the following procedures:

1. The Authority Employee shall disclose any information concerning wrongdoing, either orally or in a written report, to his or her supervisor, or to the Authority’s ethics officer, general counsel or human resources representative.
2. All Authority Employees who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
3. The identity of the Whistleblower and the substance of his or her allegations will be kept confidential to the best extent possible.
4. The individual to whom the potential wrongdoing is reported shall refer the reported potential wrongdoing to the Authority Ethics Officer who shall investigate and handle the claim in a timely and reasonable manner, which may include referring such information to the Authorities Budget Office or an appropriate law enforcement agency, where applicable.
5. Should an Authority Employee believe in good faith that disclosing information within the Authority pursuant to Section 104(1) above would likely subject him or her to an adverse personnel action or be wholly ineffective, the Authority Employee may instead disclose the information to the Authorities Budget Office or an appropriate law enforcement agency, if applicable. The Authorities Budget Office’s toll free number (1-800-560-1770) should be used in such circumstances.

Section 105. No Retaliation or Interference

No Authority Employee shall retaliate against any Whistleblower for the disclosure of potential wrongdoing, whether through threat, coercion, or abuse of authority; and, no Authority Employee shall interfere with the right of any other Authority Employee by any improper means aimed at deterring disclosure of potential wrongdoing. Any attempts at retaliation or interference are strictly prohibited and:

1. No Authority Employee who in good faith discloses potential violations of this Authority’s Code of Ethics or other instances of potential wrongdoing, shall suffer harassment, retaliation or adverse personnel action.

2. All allegations of retaliation against a Whistleblower or interference with an individual seeking to disclose potential wrongdoing will be thoroughly investigated by the Authority's Ethics Officer.

3. Any Authority Employee who retaliates against or had attempted to interfere with any individual for having in good faith disclosed potential wrongdoing is subject to discipline, which may include termination of employment.

4. Any allegation of retaliation or interference will be taken and treated seriously and irrespective of the outcome of the initial complaint, will be treated as a separate matter.

Section 106. Discipline For Reports Not Made In Good Faith and False Reports

Nothing herein protects an Authority Employee from being disciplined where he or she does not in good faith report potential wrongdoing or he or she maliciously or knowingly makes false allegations of potential wrongdoing. Any reports of potential wrongdoing that are determined to not have been made in good faith or made maliciously or knowingly to be false shall be treated as a serious offense of the Authority's work rules.

Section 107. Ethics Officer

The Authority has appointed an Ethics Officer, who shall be responsible for investigating, and, where appropriate, resolving all reported complaints and allegations concerning violations of the Authority's Ethics Code or other instances of potential wrongdoing. The Authority Ethics Officer will also investigate and, where appropriate, resolve complaints and allegations of retaliation and interference. The Authority Ethics Officer will advise the Audit Committee of any complaints or allegations involving fraud, internal controls, accounting or auditing matters and the results of that investigation.

Section 108. Suspected Fraud, Accounting and Audit Matters

The Audit Committee of the Authority shall address all reported concerns or complaints regarding Authority accounting practices, internal controls, suspected fraud or auditing. The Chair of the Audit Committee shall immediately notify the Audit Committee of any such complaint and work with the Committee until the matter is resolved.

Section 109. Other Legal Rights Not Impaired

The Syracuse Regional Airport Authority Whistleblower Policy and Procedures set forth herein are not intended to limit, diminish or impair any other rights or remedies that an individual may have under the law with respect to disclosing potential wrongdoing free from retaliation or adverse personnel action.

1. Specifically, the Authority's Whistleblower Policy and Procedures are not intended to limit any rights or remedies that an individual may have under the laws of the State of New York, including but not limited to the following provisions: Civil Service Law § 75-b,

Labor Law § 740, State Finance Law § 191 (commonly known as the “New York False Claims Act”), and Executive Law § 55(1).

2. With respect to any rights or remedies that an individual may have pursuant to New York Civil Service Law § 75-b or New York Labor Law § 740, any Authority Employee who wishes to preserve such rights shall prior to disclosing information to a government body, have made a good faith effort to provide the appointing authority or his or her designee the information to be disclosed and shall provide the appointing authority or designee a reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety. (See New York Civil Service Law §75-b [2] [b]; New York Labor Law §740 [3]).

Adopted: January 13, 2012

Resolution No.: 1

