

ASA MANUAL – LISVH Supplement for Non-Union Employees

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Certain employees are covered by a Collective Bargaining Agreement (the “CBA”). In the event of a conflict between this Handbook and the CBA, the CBA will control. Employees covered by a CBA (“bargaining unit employees”) are expected to review, abide by and follow the terms of the CBA in addition to this Handbook where this Handbook does not otherwise conflict with the terms and conditions of employment contained in the CBA. This Handbook does not supersede or modify any applicable collective bargaining agreement.

100: ABOUT LISVH

OUR MISSION

The mission of The Long Island State Veterans Home is to provide high quality and compassionate health care services for veterans and their families without regard to race, gender, religion, disability, age or national origin. We will continually strive to advance our methods and standards of care through our teaching and research affiliation with Stony Brook University. Our dedication to the men and women who served this nation is reflected in:

- **Our responsibility to America’s veterans** - Each of us strives to be as committed and responsible to the care and wellbeing of our residents/registrants as they were during their service to our nation.
- **Our team approach to resident & registrant care** - We encourage the active participation of all of our clinical and support service disciplines, as well as families, volunteers and the community, in an effort to provide comprehensive health care.
- **Our motivation to maximize independence** - We strive to maintain and enhance functional abilities of those we serve through a variety of therapeutic interventions.
- **Our commitment to valuing our employees** - In order for us to effectively care for our residents, we must provide our employees with a work environment conducive to mutual respect, accountability, caring and individual growth and development.
- **Our pride in providing a place that any veteran can call home** - The foundation of military service is pride in our nation. The basis of the care we provide is our pride in what we do.

OUR VISION

The Long Island State Veterans Home will continue to be faithful to our caring tradition of serving the veterans community. We will achieve this vision by striving to:

- Be Long Island’s premier provider of nursing home care and adult day health care.
- Serve as a model site for research, education and the training of tomorrow’s geriatric health care professionals.
- Pioneer innovative methods to enhance the health care services we provide to our community.
- Take a leadership role both locally and nationally as advocates for veterans and their families.
- Maintain an innovative organization with the flexibility to respond expediently to the changing health care environment.
- Excel in the research, care and treatment of residents/registrants suffering from Alzheimer’s Disease and other diseases affecting the aging population.

OUR VALUES

Leadership

Serving our constituents with dignity while having the courage to make difficult decisions, and the compassion to listen to the needs of those we serve.

Integrity

Honestly addressing the issues that confront us and to effectively communicate, recognizing the need for our residents, registrants, family members, colleagues, volunteers, and community to be fully and accurately informed.

Service

Treating every resident, registrant, family member, colleague, volunteer, and community member with respect for their critical role in fulfilling our mission.

Veterans

The cornerstone of our existence and the foundation upon which our dedication, reverence, creativity and stewardship is based.

Honor

Respecting the tradition of service and duty by continuously maintaining a world-class healthcare facility that is befitting of the honor of serving America's heroes in their time of need.

101: WELCOME!

Welcome to the Auxiliary Services Association (ASA) team at Stony Brook University. We wish you the best in your new position. At the ASA, we believe that the Association's most valuable asset is our staff. Our mission is to exceed our client's expectations while simultaneously offering growth opportunities to our employees. We strive to continue to provide benefits and compensation programs that are viewed as competitive.

The purpose of this manual is to provide information regarding our policies and benefits. The policies, benefits, and services detailed herein have been established to maintain a safe, friendly, and productive work environment.

We hope your experience here will be fulfilling and enjoyable.

Sincerely,

Dr. Diana Kubik, Executive Director

102: ASA EMPLOYEE MANUAL DISCLAIMER

LISVH employees are responsible for reading the ASA LISVH Supplement Employee Manual (“Manual”) in its entirety, familiarizing themselves with its contents, and adhering to all of the policies and procedures of the Auxiliary Services Association at Stony Brook University, Inc. (“ASA”), whether outlined in this Manual or elsewhere.

This Manual is designed to summarize and acquaint you with ASA’s current personnel policies and practices and should be used as a reference only. The policies, procedures and practices described in the Manual are not terms or conditions of employment. This Manual shall not be construed as granting or creating any rights and does not create an express or implied contract between ASA and any of its LISVH employees. ASA adopted all policies, procedures and practices contained herein and supersedes any previous conflicting policies.

This Manual, in its entirety or in part, may be modified, amended, suspended, discontinued, canceled, or otherwise changed at any time, with or without notice to employees, at ASA’s sole discretion. No individual supervisor, manager, or representative of ASA, other than the Executive Director, has the authority to change this Manual, in whole or in part, or any ASA policy or procedure at any time. In its sole discretion, ASA reserves the right to interpret and clarify any policy or procedure stated in this Manual, in whole or in part, at any time, with or without notice to employees. Any modification, amendment, suspension, discontinuation or cancellation, interpretation or clarification, or any other change to this Manual or ASA policy or procedure will be effective on the date ASA determines. After such effective date, any superseded Manual, or portion thereof, policy or procedure will be null and void.

Unless otherwise provided for by law or in a separate written contract or collective bargaining agreement, all ASA employees are terminable at-will. The contents of this Manual shall not constitute or in any way be construed as a promise of continued employment or as a contract of employment between ASA and any of its employees. No individual supervisor, manager or representative of ASA, other than the Executive Director, is authorized to enter into any employment agreement on behalf of ASA, and any such agreement, if made, shall not be enforceable unless it is a formal written agreement signed both by the employee and ASA’s Executive Director.

This Manual supersedes all previous personnel policies that may have been issued occasionally on the subjects covered in this manual.

200: EMPLOYMENT AT WILL

Original Date: 3/1998

Revision Date(s): 7/2021

It is the policy of the Association that all employees who do not have a written employment contract with the Association for a fixed term are employed at the will of the Association for an indefinite period. Therefore, the Association may terminate an employment relationship at any time and for any reason unless a law or agreement provides otherwise. For example, a federal or state law, collective bargaining agreement, or individual employment contract may limit an otherwise at-will relationship.

No ASA representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. Supervisory and management personnel should not make any representations to employees or applicants concerning the terms or conditions of employment with the ASA that are inconsistent with the ASA policies. No statements made in pre-hire interviews, discussions, or recruiting materials alter the at-will nature of employment or imply that discharge will occur only for cause.

This policy may not be modified by any statements contained in this Manual or any other employee handbooks, employment applications, ASA recruiting materials, ASA memoranda, or other materials provided to applicants and employees concerning their employment. None of these documents, whether single or combined, create an express or implied contract of employment for a definite period or an express or implied contract concerning any terms or conditions of employment. Similarly, ASA policies and practices concerning any matter should not be considered as creating any contractual obligations on the Association's part or stating in any way that termination will occur only "for cause." Statements of specific grounds for termination outlined in this Manual or any other ASA documents are examples only, not all-inclusive lists, and are not intended to restrict the Association's right to terminate at will.

201: STANDARD HOURS OF WORK

Original Date: 10/2022

Revision Date(s):

ASA's standard workweek is as follows:

- **Laundry Employees:** 40 hours per week (8 hours per day, with a 30-minute unpaid meal break)
- **Kitchen and Retail Employees:** 37.5 hours per week (7.5 hours per day, with a 30-minute unpaid meal break).

Work hours are typically scheduled between Sunday and Monday. However, scheduled days and hours may vary depending on the operational needs of the unit.

202: PAY PERIODS/CHECKS

Original Date: 7/2021

Revision Date: 1/2025

The ASA weekly pay period begins on Sunday and ends on Saturday. You will receive your paycheck every Thursday, representing pay for one week, which ended the previous Saturday.

The stub attached to your check shows the amount of money earned and the deductions you have authorized. You will find compulsory Federal and State tax deductions, FICA, and NYS Disability Insurance. Also, your health insurance contribution, flexible benefit deductions, garnishments, and child support might be included in your deductions.

ASA utilizes Dayforce as its Human Resources Information System (HRIS) to record time, calculate wage tax deductions, and generate your paychecks.

If you have any questions about your paycheck or deductions, please contact the Payroll & HRIS Manager at 631-632-6515.

203: PERSONAL APPEARANCE OF EMPLOYEES

Original Date:

Revised Date(s): 7/2021, 1/2025

Personal cleanliness and a neat appearance are essential for the food service workers. The intent of this policy is to be in compliance with Sanitary and Safety regulations and to provide a very professional appearance. Food Service employees are expected to adhere to the procedures set forth below.

1. Shower/bathe daily. Use deodorant. Do not use perfumes or other heavily scented lotions.
2. Loose fitting garments such as sweaters may not be worn.
3. Wear the approved uniform in a properly fitting size. Wear appropriate undergarments. Example: Black polo, black dress pants, etc.)
4. Uniform shirts with tails are to be tucked in. A plain white long sleeve undershirt may be worn for warmth if desired.
5. Wear a clean uniform daily. Replace soiled aprons as often as necessary.
6. Wear the approved hair net restraint when on duty. Hair nets, hair coverings, hats, beard restraints and clothing that cover body hair, that are designed and worn to effectively keep their hair from contacting exposed food are required. Elaborate hairstyles are not suitable for food service work. Decorative beads and other hair ornaments which may come loose and fall into the food may not be worn. Sweatbands are prohibited.
7. Shave daily. Uncovered beard growth is not acceptable. Long facial hair must be covered with a surgical mask and/or hood. Mustache and/or sideburns must be neatly trimmed.
8. Brush teeth prior to reporting to work.
9. Wear slip resistant safety shoes in black or white only.
10. Fingernails must be clean and neatly trimmed. Unless wearing intact gloves in good repair, a food employee may not wear fingernail polish or artificial fingernails when working with exposed food.
11. Approved gloves must be worn according to health regulations.
12. Excessive/offensive jewelry is prohibited. While preparing food and while engaged in food service, food employees may not wear jewelry including medical information on their arms and hands. This part does not apply to a plain ring such as a wedding band.
13. Do not chew gum during assigned work hours.
14. Smoking is **not allowed** on campus. Hospital/University rules must be followed.
15. Never eat or drink while in the dietary department.
16. Clean all cuts and abrasions using soap and disinfectant. Show your supervisor, and then bandage and cover with a waterproof protector, such as a tight-fitting waterproof glove. Never work with an infected cut or abrasion.
17. No employee who is sick is allowed to work with food. Notify the supervisor when ill with diarrhea, vomiting or other illness.
18. Handkerchiefs or facial tissues may not be carried into the foodservice area. If a tissue is needed, use the ones at the hand sink where hands can be washed after use.
19. All health codes and regulations are to be strictly observed.

Uniforms: Black pants (not jeans) black polo. Newly hired employees will receive their uniforms during orientation, provided at no cost to employee.

Employees must return all Company provided uniforms at the termination of their employment.

Any employee who requires an accommodation due to religious reasons or a disability should contact Human Resources.

204: IDENTIFICATION BADGES

Original Date: 7/2021

Long Island State Veterans Home personnel are required to wear identification badges above the waist on their outermost garment in the Home or while on LISVH business in order to maintain security and conform to the requirements of the Joint Commission and regulatory agencies. Ornaments, stickers, pins, or other material must not cover the name and picture on the badge.

- A photograph is required for all identification badges. The badges also indicate the employee's name and position.
- Replacement identification badges where no new photo is required (changes in name, department, etc.) will be processed through the East Campus ID Office in conjunction with the Long Island State Veterans Home orientation. There is a \$25 fee when retrieving a replacement identification badge.
- All identification badges are and remain property of the State University at Stony Brook and must be returned to the Human Resources Department at the termination of employment.

Identification badges are non-transferable. They are to be used only by the individual to whom they are issued. Misuse of the badge will subject the original holder to the appropriate disciplinary action.

205: MEAL PLAN

Original Date:

Revision Date(s):

The meal plan is given to employees as a privilege paid for by the Auxiliary Services Association.

The employee allowance is \$7 a day for non-management staff at the Long Island State Veterans Home (LISVH). It must be used under the following stipulations.

- Meal plan purchases can only be used during the employee's shift for food to be consumed on premises during or just before the start of their shift or after their shift.
- No food is to be taken home or to leave the premises for any reason.
- Each employee is the only one permitted to use their meal plan.
- Employees may not ask other employees to purchase food for them. Employee ID cards must always be displayed on the employee's person.
- Employees may not use their meal plan to buy food for other employees, family members, vendors, or anyone else. If the employee requests an exception for a particular person, contact the Director of Food Service at LISVH or the Director of Student Services. If none of these people are available (for example, after hours, the employee wants to purchase a meal for a newly hired employee), ask the Cashier for a receipt and report it to one of these people as soon as possible.

- All employees' purchases must be brought to the Cashiers, entered into the register, and paid in full.
- Employees cannot leave their ID badge with a cashier to be rung up later. They must pay for their food at the time of purchase.
- Meal purchases are limited to hot and cold entrees, side items, and individual-sized prepackaged items. (As opposed to whole pizzas, family-style bags of snacks or sweets, whole cakes...)
- Fountain soda and juice, coffee, and tea are free of charge to all ASA employees.
- No employee is allowed to make, prepare, or serve their meals. Each employee must join the customer line and wait to be served by another employee.
- Employees cannot use department equipment to make or prepare home meals.
- Cakes and pies cannot be purchased on their meal card allotment.
- Employees interested in catering must place an order with the Catering Manager and pay via credit card. There are no meal plans.
- No employee can purchase wholesale items such as cases of food or supplements from this department.
- The only person authorized to add funds to any card is the Executive Director or Director of Food Service at LISVH.

The employee's cooperation in this matter is essential to ensure that everyone can use a meal plan. Failure to adhere to these procedures may result in the revocation of the meal plan privileges for themselves and the staff as a whole and may also result in disciplinary action up to and including termination.

FOOD PURCHASING

Eligible employee meal plans are only available at the employee's primary work location. If an employee is at a different location, they must purchase food, including, but not limited to, the following:

- Employees must pay for meals and other food purchases at dine-in locations (East and West Side Dining) and all other retail locations that are not their primary work location.
- If an employee is in one of our facilities to conduct business and decides to eat, the employee must pay.
- If a Cashier (or other campus dining contractor) assumes the employee is entitled to free food, the employee must inform them that they are not and must pay for their food.
- Even small items like cookies must be purchased.
- The employee's Supervisor cannot approve a free meal or food for them. If they want to buy a meal for an employee, they must provide some form of payment.
- If an employee observes another employee obtaining food that is not in accordance with this policy, we ask that they bring it to the attention of Human Resources.

Your cooperation in this matter is essential to ensure that everyone has the privilege of using a meal card. Failure to adhere to these procedures may result in the revocation of the meal card privileges for yourself and the staff as a whole and may also result in disciplinary action up to and including termination.

206: PART-TIME EMPLOYMENT

Original Date: 11/1998

Revision Date(s): 7/2000, 12/2009, 7/2021, 10/2022

It is the policy of ASA to supplement the regular work force as needed with part-time employees, or other forms of flexible staffing. It is also the policy of ASA, at the discretion of the appropriate manager and approval of the Executive Director, to accommodate full-time employees who may need part-time employment for an agreed-upon period of time. This decision is

based on the current business climate, the flexibility of the job requirements, and the ability of existing staff to absorb or rearrange the workload.

- A. Part-time employees are classified as any Laundry employee who works less than forty (40) scheduled hours per week or any Kitchen employee who works less than thirty-seven and a half (37.5) hours.
- B. The weekly schedule could include but not be limited to irregular hours, regularly scheduled hours every workday, or full workdays but less than five per week.
- C. All employee's accruals are always recorded in hour values.
- D. Vacation and Sick accrual entitlement for a new status will commence on the date the status change becomes effective.
- E. Sick Pay: Part-time employees scheduled to work at least twenty (20) scheduled hours per week are eligible for sick leave per current policy. Eligible employees accrue sick leave on a prorated basis, i.e. 50%, 63% or 75%. Employees who work less than twenty (20) scheduled hours are eligible for New York State Paid Sick Leave.
- F. Vacation Pay: Part-time employees scheduled to work at least twenty (20) hours per week are eligible for vacation leave per current policy. Eligible employees accrue vacation leave on a prorated basis, i.e. 50%, 63% or 75%. Employees who work less than twenty (20) scheduled hours are not eligible for vacation pay.
- G. Holiday Pay: Part-time employees scheduled to work twenty (20) hours per week or more are eligible for holiday pay per the current policy. Eligible employees are paid on a prorated basis, i.e. 50%, 67% or 75%. Employees who work less than twenty (20) hours are not eligible for holiday pay.
- H. Medical Insurance: Part-time employees hired prior to 7/1/02 scheduled to work twenty (20) hours per week or more are eligible for medical insurance. Part-time employees hired on 7/1/02 or after scheduled to work thirty (30) hours per week or more are eligible for medical insurance
- I. Dental Insurance: Part-time employees hired prior to 7/1/02 scheduled to work twenty (20) hours per week or more are eligible for dental insurance. Part-time employees hired on 7/1/02 or after scheduled to work thirty (30) hours per week or more are eligible for dental insurance
- J. Vision Insurance: Part-time employees scheduled to work thirty (30) hours or more per week are eligible for vision insurance. Refer to the vision insurance policy for more information.
- K. Flexible Spending Plan: Part-time employees scheduled to work thirty (30) hours per week or more are eligible for this benefit.
- L. Life & Accidental Death & Dismemberment Insurance: Part-time employees scheduled to work thirty (30) hours per week or more are eligible for this benefit.
- M. Long Term Disability Insurance: Part-time employees are not eligible for this benefit.
- N. Tuition Reimbursement: Part-time employees scheduled to work twenty (20) hours per week or more are eligible to take one course per fiscal year in accordance with the Tuition Reimbursement Policy
- O. Retirement Plan: Part-time employees are eligible to participate in the Retirement Plan provided they have completed the required years of service in which they worked 1,000 hours or more and maintained 1000 hours per calendar year.
- P. 403B Tax-Deferred Plan: Part-time employees are eligible to participate in a 403B Plan.
- Q. New York State Statutory Laws: All part-time employees are eligible for disability, workers compensation and unemployment insurance according to New York State Law.

LISVH PART-TIME HOLIDAYS

75%	63%	50%
New Year's Day	New Year's Day	New Year's Day
Dr. Martin Luther King Jr. Day	Dr. Martin Luther King Jr. Day	Dr. Martin Luther King Jr. Day
President's Day	President's Day	Memorial Day
Memorial Day	Memorial Day	Independence Day
Juneteenth	Independence Day	Labor Day
Independence Day	Labor Day	Thanksgiving Day
Labor Day	Veterans Day	Christmas Day
Veterans Day	Thanksgiving Day	
Thanksgiving Day	Christmas Day	
Christmas Day		

207: TEMPORARY EMPLOYMENT

Original Date: 10/2000

Revision Date(s): 7/2021

Temporary Employees are used to supplement the regular work force on an ongoing basis. A temporary employee generally is an individual who is hired either part-time or full-time for a specified, limited period, usually 3 months or less. A temporary employee may be classified as exempt or non-exempt.

Temporary employees are usually compensated on an hourly basis (and therefore non-exempt) and are not eligible for benefits. If the job requirement clearly indicates the work is exempt from the provisions of the FLSA, a temporary employee may be compensated on a salaried basis. Salaried temporary employees are not eligible for benefits other than the statutory benefits.

Regular employees who are given temporary transfers are not considered temporary employees unless their job has been eliminated and only temporary employment is available.

300: SICK & NEW YORK STATE PAID SICK LEAVE

Original Date: 6/1998

Revision Date(s): 7/2021

It is the policy of ASA to grant sick leave with pay to employees who experience any of the qualifications outlined in this policy.

- Sick leave will be earned by all regular full-time and part-time employees. Sick leave will be pro-rated for part-time employees regularly scheduled to work 20 hours or more per week in accordance with their part-time classification.
- Full-time ASA employees will receive eight (8) sick days per year.

- All ASA employees regularly scheduled to work less than 20 hours per week will accrue one (1) hour of sick time for every thirty (30) hours worked in accordance with the NYS Paid Sick Leave law. These employees can only accrue up to 56 hours of sick leave.
- Employees will be compensated for accumulated amounts of sick leave at the time of separation utilizing the following criteria:
 - After 10 consecutive years of service – 25% of accrued sick leave
 - After 15 consecutive years of service – 33% of accrued sick leave
 - After 20 consecutive years of service – 50% of accrued sick leave

Payment will be made at the employee's rate of pay at the time of separation.

- Upon hire, employees should discuss with their supervisor the preferred method of communication in the event of illness.
- Employees who are absent because of illness for five or more consecutive days require a note from a health care provider. (The note should not include a diagnosis.)
- Employees may use sick accruals to care for themselves or a family member. Accruals can be used for medical/dental appointments. Under New York State Paid Sick Leave, all ASA employees may use sick leave for the following reasons impacting the employee or a member of this family for whom they are providing care or assistance with care: for mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave. Sick leave may also be used to diagnose, care, or treat a mental or physical illness, injury, or health condition or need for medical diagnosis or preventative care.
- ASA employees may use safe leave for an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking.
 - To obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - To meet with an attorney or other social services provider to obtain information and advice on and prepare for or participate in any criminal or civil proceeding;
 - To file a complaint or domestic incident report with law enforcement;
 - To meet with a district attorney's office;
 - To enroll children in a new school; or
 - To take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

301: VACATION TIME

Original Date: 3/1995

Revision Date(s): 6/02, 6/03, 10/09, 4/2021

It is the policy of the ASA to grant vacation leave with pay to full-time and part-time employees in accordance with the guidelines established below and subject to ASA's "Part-Time Employment" Policy.

1. The established vacation year is the fiscal year, July 1 through June 30. Vacation leave is accrued or earned based on an employee's length of service as described below. An employee hired in the first half of the fiscal year (July 1 through December 31) will graduate from First Year to Second Year accruals as of the next fiscal year; an employee hired in the second half of the fiscal year (January 1 through June 30) will not graduate from First Year to Second Year until the following fiscal year. Example: Jane Doe and John Smith are hired on 8/15/2018 and 3/15/2019 respectively. Effective July 1, 2019, Jane's vacation would be posted as 16 days since her anniversary is in the first half of the fiscal year, but John's vacation would be posted as 15 days since his anniversary is in the second half of the fiscal year).
2. Part-time employees are entitled to vacation leave on a pro-rated basis, in accordance with their part-time classification described in ASA's "Part-Time Employment" Policy. For more information, please contact Human Resources.
3. If an employee is hired before the fifteen (15th) of a month, they will accrue vacation time for that month. If an employee is hired on or after the fifteenth (15th) of a month, they will accrue their first vacation day the following month. However, vacation may not be taken until 30 days after hire date. Should an employee leave prior to 30 days employment, they will not be entitled to vacation credit.
4. On July 1 of each year, all balances over forty (40) days, will be reset to 40 days. Throughout the year, employees may accrue beyond 40, but they will be reset at the end of each fiscal year.
5. Upon separation, employees are entitled to be paid for unused vacation days at the employee's base rate of pay at the time of their termination up to a maximum of thirty (30) days based on the official records maintained by Human Resources.
6. Vacation pay for all employees will be based on the employee's base rate of pay at the time of their vacation.
7. Vacation time will not be considered "hours worked" for purposes of calculating overtime.
8. In order to satisfy preferences as well as meet the staffing needs of the company, vacations must be requested for approval in advance with the employee's supervisor. Employees must submit requests for time off to their direct supervisor, giving as much lead time as possible. Supervisors are responsible for ensuring adequate staffing levels and should attempt to resolve vacation scheduling conflicts to the satisfaction of all interested parties.
9. Supervisors must respond within a reasonable timeframe, usually no more than one (1) week from the day the request was received. In the event that a response is not received within this time frame, or in the event of a supervisor's extended absence, the employee should refer the request to their direct supervisor's manager.
10. Management reserves the right to designate when some or all vacations must be taken based on operational needs.

302: HOLIDAYS

Original Date: 3/1995

Revision Date(s): 1/2005, 2/2021, 7/2024

Affects: All Non-Union Employees

ASA full-time employees are eligible for eleven (11) paid holidays in each year. Some areas require departmental coverage at all times. Employees should discuss any absences with their supervisors in advance of the holiday.

Labor Day
Veterans Day *
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
New Year's Day
Dr. Martin Luther King, Jr. Day
Washington's Birthday *
Memorial Day
Juneteenth
Independence Day

Holiday Overtime for Hourly Employees

All holiday eligible hourly non-union employees who work on a paid holiday outlined above shall be paid at the rate of one and one-half (1 1/2) times their base rate at the time of the holiday.

303: JURY DUTY

Original Date: 3/1995

Revision Date(s): 7/2021

In order for an employee to serve on a jury without loss of earnings, ASA will pay the difference between their regular earnings and the per diem fee received for jury service for up to ten (10) working days per calendar year. Additional time will be considered a Leave of Absence without pay. Employees must contact their supervisor promptly after receiving notification to appear for potential jury duty.

304: BEREAVEMENT TIME

Original Date: 7/2000

Revision Date(s): 7/2021

In the event of the death of an immediate family member, employees are entitled to paid leave of three (3) consecutive working days per occurrence. In the event of the death of other family members, employees are entitled to paid leave of one (1) working day per occurrence.

Immediate family is defined as: Parents, spouse, domestic partner, children, siblings, grandparents, grandchildren, parent-in-law, step-parents, step-children, step-siblings, those relatives of a domestic partner, or any person with whom the employee makes their home.

Other family members are defined as: daughter/son-in-law, brother/sister-in-law, aunt, uncle, niece or nephew.

305: LEAVE DONATION

Original Date:

Revision Date(s): 7/2021, 1/2025

Eligibility: Employees are eligible after 90 days of employment and must be eligible to accrue vacation time

Affects: All Non-Union Employees (1102/1199 Employees See Contract)

The Leave Donation Program intends to provide a means to assist employees who, due to a long-term personal absence, are subject to a severe loss of income (i.e., medical emergency or natural disaster). The Leave Donation Program enables employees to donate **Vacation** leave credits to co-workers to keep them in pay status during a period of personal absence.

Employees who wish to participate as a **Recipient** in the Leave Donation Program must:

- Be absent due to a non-occupational, personal absence for which they have submitted (and continue to submit as requested) documentation satisfactory to Human Resources
- There is no maximum number of days that a recipient may accept, provided that donated credits cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule, or regulation. Additionally, the recipient's vacation balance must remain compliant with the maximum vacation balance. Similarly, there is no maximum number of donors from whom the recipient may accept donations.

Employees who wish to participate as a **Donor** in the Leave Donation Program must:

- Contact Human Resources and submit a "Leave Donation Program – Donor Authorization Form."
- Must have a minimum vacation balance of at least ten (10) days after donating.
- Donations must be made in full-day (7.5 or 8 hours) units, regardless of the work schedule or FTE of the donor or the recipient.
- Once the donation is surrendered, the leave hours cannot be returned to the donor.

306: TUITION REIMBURSEMENT

Original Date: 3/1995

Revision Date(s): 7/2021, 1/2025

Affects: All non-union employees (1102 & 1199 employees See contract.)

Eligibility: All employees are regularly scheduled to work 30 or more hours per week.

Effective: Employee eligibility begins 6 months after their date of hire.

ASA recognizes the importance of providing educational opportunities for its employees. Employees become eligible after completing six months of employment and can apply for tuition reimbursement approval for the next semester. (Any courses already in progress between the date of hire and six months of employment are not eligible for reimbursement.) Employees may be reimbursed for tuition and fees at any college or University for up to the "per credit" and fee costs at Stony Brook University.

ASA will pay for a maximum of nine (9) credits per fiscal year for job-related purposes, provided the courses are completed during the fiscal year with a grade of "C" or better. When applicable, an employee may be reimbursed for test preparation courses taken to pursue higher education for job-related purposes. If this is approved, the employee will only be reimbursed for six credits during the fiscal year that the course was taken. Reimbursement will be subject to the same guidelines as other courses.

Courses must have prior approval from Human Resources and be job-related. To clarify job-related:

- The course subject might not be related to the job, but it is an elective for an **approved job-related degree**.

Or

- The course subject would be related to **enhancing skills to do the job** whether or not an employee is working towards a degree.

Part-time employees regularly scheduled to work 20 hours per week or more are eligible to take one course per year per the above procedures.

307: OVERTIME PAY

Original Date: 3/1995

Revision Date(s): 7/2021

Non-exempt employees will be paid time and one-half their regular pay rate for authorized hours worked over 40 hours a week. The responsible Supervisor must authorize all overtime work by non-exempt employees in advance. There shall be no pyramiding of overtime (i.e. and employee cannot be paid Holiday pay, overtime and weekly overtime for the same hours.)

308: VACATION PAYOUT

Original Date: 7/2022

Revision Date(s): 7/2024

Affects: All Non-Union Employees

ASA encourages employees to take their entitled vacation time during the year it was accrued. However, employees may request to have up to 10 days of vacation time paid out per calendar year. Vacation time will be paid out at the employee's current rate of pay. Employees interested in having vacation time paid out must complete the "Request for Vacation Payout" form and submit it to Human Resources / Payroll for approval.

400: ANNUAL ENROLLMENT PERIOD

Our Annual Enrollment Period is in December of each year. Any changes and/or elections would be effective on January 1st. During this period, you may change to any health option for which you are eligible for any reason. If you and/or your dependents were previously eligible for health coverage, but not enrolled, you are eligible to enroll for Health. This will be the only time you will be able to enroll in Health benefits each year unless you experience a qualifying life event.

401: QUALIFYING LIFE EVENTS

Original Date:

Revision Date(s): 7/2021

You may change options outside the designated Open Enrollment Period only if you experience a "Qualifying Life Event". You have 30 days from the date of the event to request/enact this change.

A qualifying event is a change in your or your dependent's status that permits a change to be made in pretax health insurance elections outside of the annual Open Enrollment period. The change in status must result in a gain or loss of coverage, or coverage options. The election change must be consistent with the change in status, and must be made within 30 days of the event.

Qualifying events include:

A change in status that affects your, your spouse's or dependents' coverage, including a change in:

- Legal marital status because of marriage, death of a spouse, divorce, legal separation or annulment.
- Number of dependents because of birth, adoption, placement for adoption or death; – Employment status (termination or commencement of employment) by you, your spouse or dependent.
- Work schedule (reduction or increase in hours of employment) for you, your spouse or dependent because of a switch between part time and full time, or commencement of or return from an unpaid leave of absence that results in acquiring or losing eligibility for health insurance.
- Dependents' status (an event that causes your dependent to satisfy or cease to satisfy the requirements for coverage because of attainment of age or any similar circumstances as provided by the plan).
- Receipt by the plan of a court order, such as a qualified medical child support order under Section 609 of ERISA.
- Qualification for special enrollment rights provided under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Your, your spouse's or dependents' qualification (or loss of qualification) for a State Children's Health Insurance Program (S-CHIP), Medicare, Medicaid or other coverage sponsored by a governmental or educational institution.
- A change in the health coverage available to you, your spouse or dependents through another employer and either that employer plan has a different period of coverage (a different open enrollment period) or has rules allowing changes in election similar to the rules contained in this section.
- Eligibility for a special enrollment period to enroll in a qualified health plan through the health insurance marketplace as defined under the Affordable Care Act. Requests for enrollment changes are processed in accordance with IRS regulations by your campus Benefits Office.
- You return to the ASA payroll after military leave.
- You return to the ASA payroll after a break in ASA service, if you were ineligible to continue enrollment during the break.
- You return to the ASA payroll after going on leave without pay and an Open Enrollment occurred while you were on leave. You may select any option when you re-enroll.
- You are assigned a new ASA service anniversary date following a break in service.

402: LIFE INSURANCE

Eligibility: Any employee, regularly scheduled to work 30 or more hours per week. Effective the first of the month after 30 days of employment. ASA pays the premium, but this is a taxable benefit.

ASA offers a basic Life benefit which equals 150% of the employee's annual salary to a maximum benefit of \$100,000. This benefit is not portable and terminates upon separation.

403: HEALTH INSURANCE

Original Date: 3/1998

Revision Date(s): 1/2003, 1/2005, 7/2021

Affects: All Non-Union Employees

Eligibility: Any employee, regularly scheduled to work 30 or more hours per week. (20 or more hours for employees hired before 7/1/02.)

Effective: The insurance is effective on the first of the month after 60 days of employment.

Health insurance is available through The New York State Health Insurance Plan (NYSHIP).

Health insurance coverage is optional and may be waived. If the insurance is initially waived, the employee must wait to apply for coverage during the Open Enrollment, unless the employee experiences a qualifying life event.

In order to be enrolled in the coverage, employees must provide birth certificates and social security cards for themselves and the dependents they wish to enroll. Those who wish to cover dependents must also provide proof of dependent eligibility. Acceptable documents are Marriage Certificate, Birth Certificate, other legal documents proving dependency, for domestic partners please refer to Domestic Partner, affidavit of Student Status or Proof of School Matriculation.

Employees covered under the Health Insurance Plan are required to contribute to the monthly premium as follows: Individual 15% of the monthly premium, Family 20% of the monthly premium.

The ASA offers two options: Empire PPO and Emblem HMO. Details on these plans including co-pays, deductibles, covered expenses and much more can be obtained from Human Resources.

404: DENTAL INSURANCE

Affects: All Non-Union Employees

Eligibility: Any employee, regularly scheduled to work 30 or more hours per week.

Effective: The first of the month after 60 days of employment.

Dental coverage is available through Aetna. Dental insurance coverage is optional and may be waived. If the insurance is initially waived, the employee must wait until the policy's next anniversary date to apply for coverage during the Dental Open Enrollment Period, unless the employee experiences a qualifying life event.

Employees covered under the Dental Insurance Plan are required to contribute 15% of the monthly premium.

Details on these plans including co-pays, deductibles, covered expenses and much more can be found on the Aetna Dental Benefits Summary. If you would like a copy of this document, contact a member of the Human Resources team.

405: VISION INSURANCE

Original Date: 4/2024

Affects: All Non-Union Employees

Eligibility: Any employee regularly scheduled to work 30 or more hours per week.

Effective: The first of the month after 60 days of employment.

Vision coverage is available through EyeMed. Vision insurance coverage is optional and may be waived. If the insurance is initially waived, the employee must wait until the Vision Open Enrollment Period to apply for coverage unless the employee experiences a qualifying life event.

In order to be enrolled in the coverage, employees must provide birth certificates and social security cards for the dependents they wish to enroll. Those who wish to cover dependents must also provide proof of dependent eligibility. Acceptable documents are a Marriage Certificate, Birth Certificate, and other legal documents proving dependency; for domestic partners, please refer to the Domestic Partner Benefit policy, affidavit of Student Status or Proof of School Matriculation.

Employees covered under the Vision Insurance Plan must contribute 15% of the monthly premium.

Details on these plans, including co-pays, deductibles, covered expenses, and more, can be found on the EyeMed Vision Benefits Summary. If you would like a copy of this document, contact a Human Resources team member.

406: AFLAC INSURANCE

Original Date: 2/2001

Revision Date(s): 7/2021

Eligibility: Any regular employee working 30 or more hours per week

Effective: the first of the month following 30 days of employment

The Association offers supplemental accident, short term disability, and cancer insurance through Aflac.

If you are interested in this benefit, please call 800-922-3522. You may also make an appointment with our Aflac representative. (Our policy number is N9228.)

407: INSURANCE OPT-OUT PROGRAM

Original Date: 3/1995

Revision Date(s): 1/2000, 7/2003, 12/2003, 7/2021, 4/2024

Eligibility: Any employee, regularly scheduled to work 30 or more hours per week. May elect to waive the ASA Group Insurance Plan.

Effective: Employee eligibility for waivers begins with the first pay-out period following six (6) full months of becoming eligible for insurance. The waiting period for eligibility in the medical, dental & vision plans is the first day of the month following sixty (60) days of employment. Therefore, the employee eligibility in the waiver program begins with the first payout period following six (6) months from the date of eligibility for enrollment in the medical, dental and/or vision benefit plans.

Description: Employees are required to provide documentation attesting to having other - health insurance may participate in the Opt-Out-Program. Payments will be made twice a year in the months of June and December. Only employees who experience a qualifying life event will be allowed to withdraw their opt-out election and enroll in a health insurance plan mid-year. ASA will pay full waivers only, and there will be no payment for partial waivers. (For example, there are no partial waivers if an employee elects coverage for themselves and waives their eligible spouse and/or children).

There will be no payment of a waiver if an employee's spouse is also employed by ASA and either employee is covered under their spouse.

The payment schedule for each distribution will be as follows:

Semi-Annual Payment (Effective 6/1/24)	Opt out of All Plans	Opt out of Medical	Opt out of Dental	Opt out of Vision
Individual	\$275	\$225	\$25	\$25
Individual Plus One	\$550	\$450	\$50	\$50
Family	\$825	\$675	\$75	\$75

Opt-Out-Program – Frequently Asked Questions (FAQ)

What is considered other employer-sponsored group health insurance coverage for the purpose of qualifying for the Opt-Out Program?

To qualify for the Opt-out Program, you must be covered under an employer-sponsored group health insurance plan through other employment of your own or a plan that your spouse, domestic partner or parent has as the result of his or her employment. **The other group health coverage cannot be provided through a NYSHIP policy through your/their employment with New York State or your own NYSHIP policy through a Participating Agency (PA) or Participating Employer (PE).**

If I am enrolled in the Opt-out Program, will I automatically be enrolled in the Program for the following plan year? No. You must elect the Opt-out Program on an annual basis.

If I currently participate in the Opt-out Program and do not re-enroll for the next calendar year, will I automatically be enrolled for NYSHIP coverage?

No, enrollment in coverage is not automatic. You will not be enrolled in coverage unless you complete an ASA Health Insurance Election Form and a NYS Health Insurance Transaction Form (PS-404) requesting enrollment in a NYSHIP health plan.

If I opt out and I find that I don't like my alternate coverage (for instance, my doctor does not participate) can I withdraw my enrollment in the Opt-Out Program and re-enroll in NYSHIP coverage?

No. This is not a qualifying event. During the year, you can terminate your enrollment in the Opt-out Program and re-enroll in NYSHIP benefits only if you experience a qualifying event (according to federal Internal Revenue Service [IRS] rules), such as a change in family status or loss of other coverage. The qualifying event must satisfy the IRS consistency rule and the request must be submitted timely.

If my spouse's (domestic partner's or parent's) employer has its open enrollment period (or option transfer period) at a different time of the year, how can I coordinate the effective date of my other coverage with the start of the Opt-Out Program?

Under IRS rules, if an employee's spouse or dependent drops coverage under his or her employer plan during Option Transfer, the employee can be permitted to enroll the spouse or dependent mid-year in his or her employer plan, as long as the plans have different open enrollment periods. **You should check to see whether your spouse's, domestic partner's or parent's employer will permit you to be enrolled as a dependent.** You are responsible for making sure that your other coverage is in effect during the period you opt out of NYSHIP.

408: RETIREMENT PLAN – 403(b)

Original Date: 9/1995

Revision Date(s): 2/2002, 7/2021, 1/2024

Affects: All Non-Union Employees

Employee Contributions:

Eligibility: Any employee regularly scheduled to work 20 or more hours per week.

Effective: You may choose to make contributions on your own as of your date of hire.

Employer Contributions:

Eligibility: Any employee who is regularly scheduled to work 30 or more hours per week.

Effective: Employer contributions begin the first of the month following one year of service. (You will be fully vested at that time.)

Upon the effective date, the ASA will contribute as follows, regardless of whether or not you make your contributions:
Employees hired after 1995: 8%.

Plan Limits

The limit on elective deferrals is the most an employee can contribute to a 403(b) account. The Internal Revenue Service governs this annual amount. Employees who are age 50 or over at the end of the calendar year can also make catch-up contributions beyond the basic limit on elective deferrals. More information on the 403(b) annual contribution limits can be found here:

<https://www.irs.gov/retirement-plans/plan-participant-employee/retirement-topics-403b-contribution-limits>

Generally, includible compensation is the amount of taxable wages and benefits the employee received in the most recent full year of service.

TIAA

To enroll with TIAA, go to the following website: www.tiaa.org/enrollnow. Select 'Register Now,' or if you already have an account, select 'Log In'.

When prompted for the plan's unique access code, enter 315720RA to receive employer contributions. Repeat this process for the unique access code 315720GS for your contributions.

If you have any questions or need help enrolling, you may contact TIAA at 1-800-842-2880.

409: DOMESTIC PARTNER BENEFITS

Original Date: 7/2000

Revision Date(s): 7/2021, 1/2025

Health benefits are offered to domestic partners of all ASA employees who are eligible for health coverage provided they meet with the criteria outlined below.

Domestic Partner Definition: A domestic partnership is defined as one in which both partners are: age 18 or older, unmarried and not related by marriage or blood in a way that would bar marriage, involved in a committed (lifetime) relationship and not a casual relationship, and are interdependent financially. The individual to receive benefits must be the only partner and the partnership must have been in existence for one year or more. Original documents are required to show all criteria are met. These affidavits and documents are intended to establish the eligibility of a domestic partner for FSA health benefits.

Eligibility: Unmarried enrollees may cover same or opposite sex partners with whom they reside, have a committed long-term relationship of mutual support, and for whom they have assumed long term financial responsibility or have mutual financial responsibility. Persons who live together for economic reasons, but who have not made a commitment to an exclusive, enduring domestic partnership as described in these documents will not be considered domestic partners for the purpose of enrollment in the FSA health benefit program.

Enrollment: To enroll a domestic partner, an employee must:
Complete the "Benefit Plan Affidavit of Domestic Partnership", the "Affidavit of Financial Interdependency" and the Insurance Enrollment Forms. Submit these documents and two documents that substantiate financial interdependence and proof of residency to Human Resources.

In addition to the above, if the partner qualifies as a dependent for federal tax purposes, and wishes to avoid the additional taxes that may result from this benefit (see Income Tax Implications), the “Dependent Tax Affidavit for Enrolling Domestic Partner in the Health Benefits Program” should be completed and submitted, along with the other documents, to Human Resources. Applications filed without the required affidavits and substantiating documentation will not be processed. Ambiguity or lack of clarity will not be interpreted in the employee’s/partner’s favor.

When Coverage Begins: If an employee is already enrolled in the health/dental group insurance plan and meets the qualifications for coverage, their partner will begin coverage on the first day of the month following the completion of the change form. If the employee is not currently enrolled, coverage for both the employee and the partner may be deferred until new employee qualifications are met or at the next open enrollment period.

When Coverage Ends: Coverage for a domestic partner will end on the day on which the employee and/or their partner no longer meet one or more of the requirements on the two affidavits signed by both. The terms and conditions of coverage require the employee to report this relationship termination within fourteen (14) days of its occurrence.

How to Report That the Partnership Has Ended: Within fourteen (14) days of the date the partnership ends, the employee must complete and submit the “Termination of Domestic Partnership” form. The form is available from Human Resources and must be submitted immediately upon termination of the partnership. If the form is not filed on a timely basis there may be serious negative consequences for the employee and their partner. The employee may be liable for claims paid for the former partner for medical services rendered on and after the date the partnership ended.

Income Tax Implications

a) Imputed Income: Under IRS rules, if a domestic partner is not a “dependent” within the meaning of Section 152 of the Internal Revenue Code, the “fair market value” of the partner’s coverage, less any contribution for dependent coverage by the enrollee, is treated as income for federal tax purposes. Human Resources will be able to give an approximation of the fair market value of the health coverage. These values, referred to as “imputed income”, will be added to the employee’s taxable income and will apply even if employees cover other dependents in addition to a domestic partner. Payroll deductions for income tax, FICA contributions and the employee’s W-2 form will be adjusted to reflect the higher income level. If a partner qualifies as a dependent under IRC 152, the imputed income will not be added to the employee’s salary. If an employee qualifies for this tax advantage, they must complete the “**Dependent Tax Affidavit for Enrolling Domestic Partner in the Benefits Program**” form and submit it with the other enrollment documents.

b) Pre-Tax Contribution Program Implications: Under IRC Section 125 rules governing pre-tax contributions, a domestic partner is not an eligible dependent. Therefore, if a partner is a covered dependent, the part of the premium paid for the dependent portion of the health insurance coverage will be deducted on a post-tax basis.

c) Coverage for a Domestic Partner’s Children Coverage may be provided for a partner’s child (or children) only if the child permanently resides in the employee’s household and they provide 51 percent or more of the child’s support. To enroll the child, a “Statement of Dependence of Domestic Partner’s Child for Participation in the Health Insurance Plan” form must be completed and returned to Human Resources.

410: FLEXIBLE SPENDING ACCOUNT

Eligibility: The first of the month after 60 days of employment. Employees may also enroll during open enrollment for a plan start of the next calendar year.

Administered by Benefit Analysis, Inc. (BAI), the Flexible Spending Accounts provide a way for employees to put aside pre-tax pay to cover expenses that are not covered by other benefit plans. Employees may participate in the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account. Unlike many other plans, BAI offers the Benny system. Instead of cutting and pasting all your individual receipts to a form, you can use the Benny card to pay for your out-of-pocket expense.

411: RETIREE HEALTH INSURANCE

Original Date: 7/2001

Revision Date(s): 8/2003, 3/2006, 4/2013, 11/2020, 1/2025

Affects: All non-union benefit-eligible employees

This policy describes ASA's current policy for providing eligible individuals with retiree health insurance. ASA reserves the right to modify, supplement, or discontinue, in whole or in part, this policy at any time and in ASA's sole discretion, with or without advanced notice to employees.

1. **Eligibility:** ASA will continue an employee's medical health insurance coverage after they retire if they meet the following eligibility requirements:

- For employees hired on or after January 1, 2019, have completed a minimum of twenty-five (25) years of full-time service (or a minimum of thirty years of part-time service – served at a minimum of 80% or more of full-time effort. 80% is defined as a minimum of 32 hours per week of the current 40-hour work week) with ASA immediately before they retire. Part-time employees hired before July 1, 2002, who had continuous employment at ASA since their hire has a different eligibility requirement and should consult with the Director of Human Resources.
- For employees hired before January 1, 2019, have completed a minimum of twenty (20) years of full-time service (or a minimum of thirty years of part-time service – served at a minimum of 80% or more of full-time effort. 80% is defined as a minimum of 32 hours per week of the current 40-hour work week) with ASA immediately before they retire.
- Be at least age fifty-five (55) at the time retirement commences.
- Employees accepting severance agreements are subject to the terms of the individual severance agreement.
- Does not subsequently accept employment of more than 16 hours per week. Retirees must annually report any employment accepted in order to continue to be eligible for retiree health insurance coverage.

2. **Payment of Medical Health Insurance Premiums:** For retired employees, FSA (DBA ASA) will contribute the same dollar value of the medical insurance premium that is provided for the least expensive active employee plan option (currently Empire PPO).

Dependent coverage: Retired employees have the option to pay the difference between the FSA portion of the single and family premium provided the dependent was and continues to be enrolled in the company medical insurance plan for at least two (2) years (insurance cycles) prior to the employee retirement.

Employees who remain active with NYSHIP, employees will be billed monthly for their portion of the premium. If payment is not received in 30 days, coverage will be canceled. Additionally, employees must certify their intent to remain enrolled annually during the open enrollment period.

3. Medicare and Medigap Coverage: If the retiree enrolls in Medicare Part A (hospital), Part B (medical/surgical) and option Part D (prescription drug coverage), FSA will reimburse 85% of the insurance premium so long as it is not greater than the median monthly premium of Medigap Plan G amongst insurance carriers in New York State for the Long Island region towards the Medicare Advantage premium.

To be permitted to receive reimbursement for Medigap or Medicare Advantage premium costs, the retired employee must submit proof acceptable to FSA of his or her enrollment in said plan.

In addition, the retired employee must also submit copies of cancelled checks and/or other documentation required by FSA substantiating the payments made towards their Medigap or Medicare Advantage health coverage. This evidence of monthly payments must be received by FSA within forty-five (45) days subsequent to each month's coverage received and is required before reimbursements can be issued.

4. Dental Coverage: Coverage ends when an employee retires. If eligible, retirees who participated in the dental insurance plan as employees and were enrolled when retirement commenced may continue Group Dental coverage for 36 months if they elect to pay the full COBRA premium. This cost can be as much as 102% of the dental insurance premium.

5. Vision Coverage: Coverage ends when an employee retires. If eligible, retirees who participated in the vision insurance plan as employees and were enrolled when retirement commenced may continue Group Vision coverage for 36 months if they elect to pay the full COBRA premium. This cost can be as much as 102% of the vision insurance premium.

500: SDS RIGHT-TO-KNOW

According to New York State's "Right-to-Know" law, all faculty and staff have a right to any information regarding toxic substances in the workplace.

Our department, and all other departments throughout the hospital, provide a complete listing of all of the different chemicals that we have in our work areas. This listing is composed of Safety Data Sheets (SDSs)

SDSs describe the specific hazards and toxicity of chemicals, along with other important safety information. Chemical manufacturers provide SDSs for each product used here in our department.

SDS sheets are stored in blue binders in various areas of our department. For additional information, see the Department Safety Coordinator.

501: INSTRUCTIONS TO FOOD HANDLERS IN PUBLIC EATING PLACES

Preparation Before Work:

Before entering the kitchen or dining area:

- Have good hygiene and make sure you are wearing clean clothes.
- Brush hair and arrange it neatly so you don't have to adjust it while working; head coverings (hair nets or hats) are mandatory.

- Change to a clean uniform or working clothes. Use your locker to hang your non-work clothes in.
- Clean and trim your fingernails.
- Keep combs, brushes, files, etc., in your locker.
- Scrub hands and nails with hot water and soap.

Keep hands clean while working:

- Do not touch your nails, hair, face, mouth, etc. while working. Do not rub or scratch the skin.
- If you must handle papers, packages, boxes, etc. that have been soiled or touched by others whose hands may not have been clean, rewash your hands before handling food items.
- After using the restroom, wash your hands before handling food items.
- Keep your fingers out of glasses and cups. Cutlery should be handled by the handles. The bowls of spoons, tines of forks, and the blades of knives are for food, not fingers or hands. Hold glasses and cups by the bottom and not around the rims. Plates should be handled so that only thumbs touch the outside rim.

Keep food service area clean:

- Do not wash your hands in dishwater or the food prep sink.
- Do not talk, sneeze, or spit over food. Be wary of any droplets from your mouth and nose that may contaminate the food.
- Do not chew gum or smoke while on duty.
- Do not eat or drink in kitchen prep or serving areas.
- Tell your supervisor if you have open sores, boils, skin eruptions, colds, sore throat, or are otherwise ill. Do not handle food items if you are sick.
- Do not cough or sneeze into towels.
- Do your part to keep the washroom clean. If there are no paper towels or soap, ask for them

Wash your hands before work, after using the restroom, and after:

- Working with raw food
- Touching your hair, face, or body
- Sneezing or coughing
- Smoking or eating
- Cleaning
- Taking out garbage
- Touching anything that might contaminate your hands

502: SAFETY IN THE WORKPLACE

Original Date: 1/1998

Revision Date(s): 7/2021

Statement: The Auxiliary Services Association commits itself to providing a safe environment for our employees. The safety of all employees is a primary consideration in the operation of our services, and every attempt will be made to reduce the possibility of accident while maintaining a safe and efficient organization.

In an effort to keep the workplace as safe as possible, we maintain a safety and health program that is comparable to the best practices of similar organizations. To be successful, such a program must embody the proper attitudes toward injury and illness prevention from all of our staff. Employees are responsible for practicing and complying with safety rules and regulations while performing their duties. Only through such cooperative efforts can a safety program in the best interest of all be established and preserved.

Our safety and health program includes:

- Developing and enforcing various health and safety rules and regulations. Employees are required to cooperate with said policies as a condition of employment.
- Utilizing our Safety Committee. This committee meets on a regular basis and tours our facilities. They recommend and suggest ways of reducing and preventing accidents based on observations they make. The names of the committee members are posted on the bulletin board. Employees can contact any member of the committee with suggestions, recommendations, or issues they have in regards to their safety.
- Providing mechanical and physical safeguards to the greatest extent possible.
- Conducting a program of safety and health inspections that find, control, and eliminate unsafe working conditions or practices.
- Training all employees in good health and safety practices.
- Providing necessary personal protective equipment, and instructions for its use and care.
- Promptly and thoroughly investigate every accident that occurs in order to find out what caused it and correct the problem so that it won't happen again.

Accidents: If an injury occurs on the job, no matter how slight, employees must report it immediately to their supervisor or the Human Resources Department. Failure to report an injury could affect a subsequent Workers Compensation claim.

Facility Evacuation Procedures: When the alarm sounds, employees must leave the building or go to the designated emergency evacuation areas immediately. They may not re-enter the building until they are told that it is safe to do so by a Fire Marshall, a University Police officer or a member of the building management staff. Supervisors should check that their areas are evacuated.

Automobiles And Parking: Employees must park in designated staff lots and spaces only. Parking in loading dock areas is prohibited as it presents a serious safety hazard and prevents proper access to buildings by fire and other emergency vehicles. Possession of a "Special Services Permit" does not give permission for ASA employees or ASA vendor staff to park in loading docks, even in "designated" spaces. Temporarily leaving vehicles in designated spots in loading docks is only permitted for deliveries and for staff who are engaged in a service operation. Driving on campus sidewalks is also prohibited.

Domestic Violence: Domestic violence permeates the lives and compromises the safety of thousands of employees each day, with tragic, destructive, and often fatal results. Domestic violence occurs within a wide spectrum of relationships, including married and formerly married couples, couples with children in common, couples who live together or have lived together, gay, lesbian, bisexual and transgender couples, and couples who are dating or who have dated in the past.

Domestic violence is defined as a pattern of coercive tactics which can include physical, psychological, sexual, economic and emotional abuse perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. In addition to exacting a tremendous toll from the individuals it directly affects, domestic violence often spills over into the workplace, compromising the safety of both victims and co-workers and resulting in lost productivity, increased health care costs, increased absenteeism, and increased employee turnover.

The Auxiliary Services Association, to the fullest extent possible without violating any existing rules, regulations, statutory requirements, contractual obligations or collective bargaining agreements, will take all appropriate actions to

promote safety in the workplace and respond effectively to the needs of victims of domestic violence. The Auxiliary Services Association will abide by the current guidelines, participate in any training and utilize other resources as availed by the University for the benefit of all staff.

General Rules of Safety

Code of Safety Practices

- All persons shall follow safe practices rules, aid in keeping operations safe, and report all unsafe conditions or practices to management.
- Supervisors shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and taking action as is necessary to obtain observance.
- Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job.
- Horseplay, scuffling, and other acts which tend to have an adverse effect on the safety or well-being of the employees is prohibited.
- Work shall be planned and supervised in order to prevent injuries when working with equipment and handling materials.
- Employees are not permitted to work while his or her ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
- Employees shall not enter areas with little or no ventilation, unless it has been determined that it is safe to enter.
- Employees shall ensure that all guards and other protective devices are adjusted and in their proper places, as well as report deficiencies promptly.
- Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor.
- All injuries shall be promptly reported to the supervisor so that arrangements can be made for first aid or medical treatment.
- When lifting heavy objects, use the larger muscles of the leg instead of the smaller muscles in the back to prevent injury.
- Before leaving any work area, be sure it is in a safe condition.

General Office Safety

- When using file cabinets, never open more than one drawer at a time in order to avoid tipping.
- Desk drawers, filing, and storage cabinets must be kept closed when not in use.
- Floors, work areas, and hallways are to be kept cleared of boxes, papers, electric cords, and telephone wires.
- Chairs shall be kept in a safe condition (properly adjusted, wheels secured, etc.)
- Inspect electrical wires periodically to make sure that plugs and/or cords are in safe operating condition.
- All spills, whether water, chemicals, grease, oil, or ink, will be quickly cleaned up.
- Make sure that all personal items are in safe condition, (e.g., shoes are non-skid, and eyeglasses have shatterproof lenses).
- Always think about Safety Awareness.
- Refrain from horseplay that could endanger you or your fellow employees.
- Adhere to proper dress code at all times to allow adequate movement of arms and legs.
- Always maintain adequate lighting and ventilation in work areas.
- When stocking shelves, refrain from placing heavy, bulky objects at the top of shelving units. Ask for assistance when receiving, transporting, and stocking heavy packages.

- Take care to avoid cuts and scrapes from sharp edges of cards or paper. If cuts occur, administer the proper first aid and fill out a minor injury report.
- Turn off all electrical equipment at the end of the day.
- During meetings, seating arrangements must include exit aisles no less than 24 inches wide. Aisles must be kept cleared at all times.
- Binders shall contain no more materials than required for work.
- Exercise care when using cutting devices.
- Bookshelves and cabinets will be substantially braced to prevent them from tipping or falling.
- Store storage boxes out of the way and in a safe manner.
- When using ladders or short steps, never stand on the top or second to top step unless there are handrails on the ladder to support you.
- When using ladders, always have a coworker nearby in case of an emergency.
- Use handcarts and other mechanical stock handling equipment when moving heavy loads.
 - Follow procedures established for spill cleanup involving chemical substances. Consult with the Material Safety Data Sheets (MSDSs) if you do not know the hazards associated with a particular chemical spill.
- Ensure that computer or Video Display Terminal (VDT) workstations have comfortable seating that is an appropriate distance from the terminal screen.

General Automobile Safety

- Employees must park in designated staff lots and spaces only.
- Parking in loading dock areas is prohibited, as it prevents proper access to buildings by fire and other emergency vehicles in emergency situations.
- Possession of a “Special Services Permit” does not give permission for ASA employees or vendor staff to park in loading docks, even in designated spaces.
- Only staff engaged in service operations or making deliveries can temporarily leave vehicles in designated spots in loading docks
- Driving on campus sidewalks is prohibited.

Food Service Area General Safety

- All unsafe conditions seen in the kitchen should be immediately reported to management.
- Report accidents that occur on the job to management, even if no serious injury is apparent.
- Employees must disclose to their supervisor the use of any substances, legal or illegal, that create drowsiness, slowed reaction times, hallucinations, etc.

Receiving and Storage

- Protruding nails or staples must be removed when opening boxes, barrels, crates, or similar containers. Box openers, not knives, should be used.
- Store heavier and bulkier on lower shelves. Anything 25 pounds or over should be located between the knees and shoulders.
- Stack layers of cases in a crisscross formation to reduce the possibility of toppling. Do not stack cases too high.
- Ladders used for obtaining materials from storage should be safe to use and equipped with non-skid feet.
- Lift heavy items safely and properly. Back support belts should be used when lifting anything over 25 pounds, and heavier items should be lifted by multiple people.

Food Preparation and Avoiding Burns

- Wear dry oven mitts when handling hot utensils.

- Wear aprons when using the oven, grill, char-broiler or fryer.
- Use no more water than needed to cook in order to avoid boiling over. This also makes it easier to pour off hot liquids.
- Lift lids cautiously from hot pots or steam tables to allow steam to escape and prevent scalding your hands or face.
- Turn pot handles away from the edge of the stove so that the pots will not be knocked off. Ensure handles are not too close to an open flame.
- Have multiple people move heavy containers of hot food. Before moving hot containers, clear the work area. If a cart is used, place a towel under the hot pot to reduce the chance of it sliding off.
- Control splash when draining kettles. A plastic bucket with a hole in the bottom can help direct the hot liquids to a drain.
- Turn spigots slowly when drawing hot water or coffee to avoid splashing. Make sure that valves and spigots are in proper position before using them,
- Close oven doors when not in use.
- Ventilate ovens for several minutes before lighting. Strike matches away from clothes or other flammable material. Place matches or wicks at the gas jet before turning on the gas. Gas should be gradually turned on to avoid blowing out the match or wick.
- Ovens, stoves, grills or fryers should not be cleaned until they have cooled.
- Do not use pan coating sprays near any flame. Turn off stove tops before using pan coating sprays.

Knives and Food Preparation

- Cut or slice resistant gloves should be used when cleaning and using knives and equipment with blades.
- Full attention is required when using knives.
- Cut away from the body.
- Keep sharp edges away from the body when drying and using knives.
- All knives should be kept in their proper storage place when not in use. Do not store knives in a drawer.
- Do not leave knives in the sink or where they cannot be easily seen.
- Keep knives sharp at all times. Remove steel particles from knives after they are sharpened.
- If a knife is dropped, do not try to catch it. Make sure you cannot be hurt by the knife as it falls.
- Use proper knives for each procedure. I.e. boning knives, carving knives, paring knives, etc.
- Do not use knives to open cans.
- Put damp towels under cutting boards in order to keep it from slipping.

Machines used for Food Preparation

- Machinery and tools, including knives and slicing equipment, should only be used for their intended purpose.
- Machines should not be used until the employee is trained on their use. All guards and safety devices must be in place when used.
- Unplug and turn off all equipment before cleaning or adjustments. Fingers, hands, utensils, etc. must be kept away from moving parts.
- Make sure that all electrical appliances are turned off before being plugged into an outlet.
- Use film wrap cutters to cover the serrated blades on film wrap boxes.
- Employers should never attempt to repair equipment. Report any equipment that appears defective or in need of repair to management.
- Do not start mixers until the bowl or kettle is properly placed and the beaters are securely fastened.
- Use tampers (plastic food stompers) to push food into grinders.

China and Glassware

- Use care when handling glasses and dishes.

- Use dustpans and brushes or brooms to sweep up pieces of broken glass or China. Use damp paper towels to clean up remaining slivers. Put broken pieces of glass or China Special containers with secured lids labeled “Broken Glass/China” Broken glass must not be placed in waste paper baskets or garbage or refuse cans.
- Keep glass and China out of the pot sink.
- If broken glass or dishware is suspected to be in the sink with soapy water, drain the water before carefully removing the broken pieces.

Refuse Disposal

- Put scraps of food and waste in the proper containers. Containers should be as small as practical in order to decrease their weight.
- Empty containers regularly so that refuse does not overflow onto the floor.
- Refuse containers that are broken or otherwise defective should be reported promptly.
- Keep lids on all outside refuse containers.

Use of Chemicals

- Before using any chemicals, read their directions carefully. Follow the directions thoroughly in order to avoid injury.
- Chemicals should never be mixed with anything but water.
- Wear protective goggles, gloves, aprons, etc., recommended by the manufacturer on the MSDS

Floors and Avoiding Falls

- Wear approved non-slip safety shoes.
- Keep floors clean and dry. Clean up refuse, food and water spills immediately.
- Tile floors may be slippery when the weather is humid and muggy. Special attention must be made at such times to avoid slips and falls.
- Employees must walk, not run or slide across the floor.
- Use wet floor signs when necessary.
- Floors should be cleaned in a two-step fashion, leaving a dry path to walk.
- Use non-skid mats in areas that are likely to be wet.

Self-Protection

- Use designated employee entrances, which are monitored and well lit, at all times.
- Employees who work alone should be familiar with the emergency assistance procedures.

Violation of Safety Rules

Guidelines must be followed for enforcement of safety rules, policies, procedures, and directives from appropriate management personnel. Employees will be subject to disciplinary action for violating safety rules.

Employees shall be afforded instructive counseling and/or training to assure a clear understanding of the infraction and the proper conduct under Company guidelines. However, nothing in this policy will prevent management from terminating an employee for a safety violation. This is not a progressive discipline system, and any safety violation may lead to an employee’s termination without prior instruction or warning. Management reserves the right to impose whatever disciplinary action it deems appropriate, including but not limited to:

- Verbal warning with documentation in personnel file.
- Written warning outlining the nature of the offense, and necessary corrective action with documentation in personnel file.

- Disciplinary suspension with documentation in personnel file.
- Termination.

600: TERMINATION OF EMPLOYMENT

Original Date: 2/2000

Revision Date(s): 7/2021

The ASA's policy is to terminate employment because of an employee's resignation, discharge, retirement, or a permanent reduction in the workforce. Discharge can be for any reason not prohibited by law. Employees are free to resign at any time and for any reason and the Association reserves the right to terminate employment at any time and for any reason.

- A. Employees are requested to give written notice of their intent to resign. Failure to give written notice may result in forfeiture of non-vested Company benefits (such as accrued, unused vacation time unless prohibited by state law) and ineligibility for reemployment. The following guidelines are suggested:
- Employees are requested to provide at least two weeks' notice;
 - Supervisory and managerial employees are asked to provide at least four weeks' notice;
 - Employees who are absent from work for three consecutive scheduled days without being excused or giving proper notice will be considered as having voluntarily quit.
- B. Employees are required to return all Company property in their possession, such as ASA identification cards, keys, credit cards, tools, cars, uniforms and memberships. If the employee owes the ASA any money or time, or is responsible for any lost or damaged property, those accounts are to be settled as originally agreed or by deduction from final pay, unless prohibited by law.
- C. Human Resources is responsible for notifying terminating employees, who are covered by the Company's group health plan, of their right to continue coverage under COBRA.
- D. Employment verifications are limited to title and dates of employment. The ASA uses The Work Number to respond to inquiries. Their contact information is www.theworknumber.com. Our employer code is: 28001.

Final Paycheck

You will receive your final paycheck on your next normally scheduled pay date. If you are currently receiving direct deposit, your final paycheck will be deposited into your account. If you are currently receiving live checks your final paycheck will be mailed to you by payroll.

Return of ASA/Campus Property

ASA requires that all equipment provided to you (or paid for) during your employment by ASA be surrendered to ASA Human Resources (if unfeasible to your immediate Supervisor) which includes communications devices, keys, SBU Parking Permits and SBU ID's /Badges (the last two items are in turn returned to the campus as part of their property).