

ASA MANUAL – Corporate Supplement for Non-Union Employees

Date: January 1, 2025

Ref	Topic	Page
100	Disclaimer	1
101	Employment at Will	1
200	Introductory Period	2
201	Standard Hours of Work	2
202	Alternate Work Schedules	2
203	Flexible Scheduling & Work Arrangements	3
204	Remote Work Conduct	3
205	Part-Time Employment	4
206	Temporary Employment	6
207	Personal Appearance of Employees	6
208	Performance Appraisal	8
209	Meal Plan	9
210	Emergency Closures	11
211	Rehire Eligibility and Service Recognition	12
300	Pay Periods/Checks	13
301	Holidays	13
302	Overtime Pay	14
303	Time Off Administration	15
304	Vacation Time	15
305	Vacation Payout	17
306	Sick Time	17
307	Flex Time	18
308	Personal Time	19
309	Bereavement	19
310	Jury Duty	20
311	Leave Donation	20
400	Benefits Disclaimer	21
401	Annual Enrollment Period	21
402	Qualifying Life Events	22
403	Domestic Partner Benefits	23
404	Medical Insurance	24
405	Dental Insurance	25
406	Vision Insurance	25
407	Insurance Opt-Out Program	25
408	Group Term Life Insurance	27
409	Flexible Spending Account	27
410	Aflac Insurance	27
411	Retirement Plan – 403(b)	28
412	Tuition Reimbursement	28
413	Retiree Health Insurance	29
500	Termination of Employment	30

100: ASA EMPLOYEE MANUAL DISCLAIMER

Corporate employees are responsible for reading the ASA Corporate 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 corporate 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.

101: 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.

200: INTRODUCTORY PERIOD

Original Date: 1/2025

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

It is the policy of ASA to have all new and transferring employees, as applicable, complete an assessment period. During this time, the manager evaluates the employee's work performance and determines whether to continue employment at the Association. The successful completion of the assessment period should not be construed as creating a contract or establishing a just cause termination standard. All non-union employees have an introductory assessment period of ninety (90) days.

201: STANDARD HOURS OF WORK

Original Date: 3/1995

Revision Date(s): 5/2002, 7/2021

ASA's standard workweek is 40 hours per week for all employees, except where otherwise covered by a collective bargaining agreement. Hours worked are generally scheduled between Monday and Friday, eight (8) hours per day (with a one-half (1/2) hour for a paid meal break). However, days and hours scheduled for work may vary, depending on the needs of the operating unit.

202: ALTERNATE WORK SCHEDULES

Original Date:

Revision Date(s): 7/2021

An alternative work schedule is an arrangement that permits a variation from the employee's regularly scheduled hours, either in starting/departure times or days of the week. The employee's Supervisor must approve all alternate work schedules; employees may not determine their schedules.

Alternate work scheduling does not alter the overall time commitment. If an employee typically works Monday through Friday, a supervisor may ask them to work Tuesday through Saturday. Instead of working 8:00 to 4:00, a supervisor may ask the employee to work from 2:00 to 10:00.

If an employee works a day outside their regular workweek, an alternate day off may be taken within 30 days (before or after). Exempt (salaried) employees do not record their time differently in Dayforce. Nonexempt (hourly) employees will record their actual hours worked as usual and be paid in accordance with Federal and State laws. These instances should also be discussed with the employee's Supervisor.

Special Events Participation: As an auxiliary services provider, there are certain events each year (opening weekend, graduation, etc.) where ASA requires everyone's support. Employees may be asked to adjust their regularly scheduled hours to support these events.

203: FLEXIBLE SCHEDULING AND WORK ARRANGEMENTS

Original Date: 10/1996

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

The Association's policy is to recognize the needs of full-time employees' work schedules wherever possible. Department Directors may allow employees to maintain a flexible scheduling program at their discretion. An employee who wishes to have his or her job considered for a deviation from the regular scheduled hours must submit a written request to their Supervisor for review with the Department Director, the Executive Director, and the Director of Human Resources.

To be eligible for consideration, the employee must demonstrate that they can work independently, with a minimum of supervision, and meet the following criteria:

- Be available to perform the critical functions of the job during the typical scheduled work week.
- Ensure that all responsibilities are conducted without negatively impacting their department or other departments within the corporation.
- Ensure satisfactory backup during regular business hours when the employee is not scheduled to work.
- Ensure communication within the department or other departments within the corporation or the campus is not hampered by the flexible work schedule. The Supervisor must review the performance and impact of a flexibly scheduled position regularly (minimally every six months) utilizing the above criteria to determine the business sense of allowing this flexible schedule to continue.

204: REMOTE WORK CONDUCT

Original Date: 1/2025

Affects: Non-union employees

Purpose: When the Auxiliary Services Association workforce needs to operate with some employees working at locations other than Auxiliary Services Association offices, the following expectations for those employees are being clarified to avoid issues that may disrupt the workday and during virtual meetings. All remote work must be approved by the employee's Supervisor and the department Director.

General Expectations

- Remote employees are expected to be available and communicative during scheduled work hours by maintaining regular communication with their team and Supervisor.
- Auxiliary Services Association work rules and other policies continue to apply to offsite work locations.
- Consumption of alcohol during work hours is never acceptable.
- Employees should seek a quiet and distraction-free working space to the extent possible.
- Employees are expected to maintain their workspace safely, free from safety hazards.
- Employees are expected to be available for meetings, calls, and collaboration as required.

Virtual Meetings

- While distractions are often unavoidable, try to keep them to a minimum. No music or television in the background during meetings.
- Keep yourself muted during video or audio conferencing unless you are speaking.
- Turning on video is encouraged but not required.
- Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host.
- Smoking or vaping is not permitted during a video conference.
- Casual dress is acceptable; however, use discretion. No sleeveless tops, pajamas, or other apparel that would not be appropriate to wear outside of your home.
- Avoid multi-tasking. Give your full attention to the meeting as if you were face-to-face.

We appreciate all our employees' efforts in transitioning to remote work as needed, and we hope these guidelines help clarify the Auxiliary Services Association's expectations regarding teleworking.

While gentle reminders may be all that is necessary in some circumstances, egregious or continued violations of these expectations or other Auxiliary Services Association policies will result in disciplinary action.

205: PART-TIME EMPLOYMENT

Original Date: 11/1998

Revision Date(s): 7/2000, 12/2009, 7/2021, 1/2025

ASA's policy is to supplement the regular workforce 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 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.

Part-time employees are classified as any employee who works less than forty (40) scheduled hours per week. 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.

Part-time employees are entitled to different levels of paid time off based on their part-time classification. For this policy and all other policies referring to Part-time Employment, the classifications are as follows:

Average Weekly Hours	Classification
20-24	50%
25-29	63%
30-39	75%

Change in Classification

When an exempt employee's status changes from full-time to part-time, they will retain the hour value of their vacation and sick accruals earned before the date of change of status.

Vacation and Sick accrual entitlement for the new status will commence when the status change becomes effective.

Paid Time Off

Sick Pay: Part-time employees scheduled to work at least twenty (20) scheduled hours per week are eligible for sick leave in accordance with the current policy. Eligible employees accrue sick leave on a prorated basis based on their current part-time classification. Employees who work less than twenty (20) scheduled hours per week are eligible for New York State Paid Sick Leave. Refer to the Sick Time policy for more information.

Vacation Pay: Part-time employees scheduled to work at least twenty (20) scheduled hours per week are eligible for vacation leave in accordance with the current policy. Eligible employees accrue vacation leave on a prorated basis based on their current part-time classification. Employees who work less than twenty (20) scheduled hours per week are not eligible for vacation pay.

Holiday Pay: Part-time employees scheduled to work at least twenty (20) hours per week are eligible for holiday pay in accordance with the current policy. Holiday pay eligibility is determined based on the employee's current part-time classification. Refer to the chart below for eligibility for holiday pay. Employees who work less than twenty (20) hours per week are not eligible for holiday pay.

Hourly employees are not eligible to receive "Flex Time" as they are paid for their work on holidays. All holiday eligible hourly non-union employees who work on a paid holiday outlined below shall be paid at the rate of one and one-half (1 1/2) times their base rate at the time of the holiday.

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
Memorial Day	Memorial Day	Juneteenth
Juneteenth	Juneteenth	Independence Day
Independence Day	Independence Day	Thanksgiving Day
Labor Day	Thanksgiving Day	Christmas Day
Thanksgiving Day	Day After Thanksgiving	
Day After Thanksgiving	Christmas Day	
Christmas Day		

Unpaid Time Off: Employees scheduled to work less than 20 hours per week will accrue unpaid time based on their years of service. Refer to the Unpaid Time Off policy for more information.

Benefits

Medical & Dental Insurance: Part-time employees hired before 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 and dental insurance. Refer to the medical insurance and dental insurance policies for more information.

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.

Flexible Spending Plan: Part-time employees scheduled to work thirty (30) hours per week or more are eligible for this benefit.

Life & Accidental Death & Dismemberment Insurance: Part-time employees who work thirty (30) hours per week or more are eligible for this benefit.

Long-Term Disability Insurance: Part-time employees are not eligible for this benefit.

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.

Retirement Plan: Part-time employees are eligible to participate in a 403B Plan provided they have completed the required years of service in which they worked 1,000 hours or more and maintain 1000 hours per calendar year.

New York State Statutory Laws: All part-time employees are eligible for disability, worker's compensation, and unemployment insurance, according to New York State Law.

206: 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. A temporary employee may be classified as exempt or nonexempt.

Temporary employees are usually compensated hourly (and therefore nonexempt) and are not eligible for benefits other than the statutory benefits. If the job requirement indicates that 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 statutory benefits.

Occasionally, there may be circumstances where an employee serves as a management employee in a temporary capacity. As an accommodation to the campus, that employee may be accorded benefits different from an hourly employee. Such exceptions would be for the temporary appointment only and would not continue if the employee were to receive a regular appointment subsequently.

Student employees are hired as hourly temporary employees.

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

207: PERSONAL APPEARANCE OF EMPLOYEES

Original Date: 5/2000

Revision Date(s): 11/2006, 7/2021, 1/2025

The Auxiliary Services Association requires each employee's attire and grooming to be appropriate to the work situation. Employees must present themselves in a neat, clean, and professional manner that reflects a good image to our clientele and the public, including personal hygiene and grooming.

Acceptable personal appearance is a requirement for continued employment with the Association. The Association reserves the right to require employees to conform to personal presentation and appearance standards. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the

Association. Radical departures from conventional dress or personal grooming and hygiene standards are prohibited.

Procedures

The Auxiliary Services Association department Directors may exercise reasonable discretion to determine appropriateness in employee dress and appearance. Employees who do not meet a professional standard may be sent home to change, and nonexempt employees will not be paid for that time. Reasonable accommodations will be made where required due to religious reasons or a disability.

Although it is impossible and undesirable to establish an absolute dress and appearance code, ASA will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or inclement weather when employees will be notified in advance. An employee unsure of what is appropriate should check with his or her manager or Supervisor.

Business casual attire

Appropriate workplace dress does *not* include clothing that is too tight or revealing, clothing with rips, tears, or frays, or any extreme style or fashion in dress, footwear, accessories, or fragrances.

Appropriate business casual attire (This list is not all-inclusive)

- Shirts with collars
- Business casual crewneck or V-neck shirts
- Blouses
- Polo shirts
- Company logo wear (tops only)
- Casual slacks and trousers
- Black or dark blue jeans without holes, frays, stains, or rips
- Dresses/Skirts knee length or longer

Inappropriate business casual attire (This list is not all-inclusive)

- T-shirts – that are not ASA or SBU branded
- Shirts with inappropriate slogans or graphics
- Tank tops, muscle shirts, and crop tops
- Shorts
- Camouflage pants
- Beachwear
- Flip-flops
- Strappy heels
- Slippers
- Rubber or plastic shoes (unless required by uniform)
- Overly embellished shoes
- Tight, revealing, or otherwise inappropriate clothing
- Athletic wear
- Sweatpants, fitness wear (yoga pants, leggings, etc.), and pants worn below the waist or hip line.
- Clothing that is ripped, frayed, stained, or messy
- Suggestive or low-cut clothing
- Halter tops

Summer Dress Code Policy

The Auxiliary Services Association has a traditional dress code for business casual attire. However, during the summer months, starting the week in which Memorial Day is observed and ending the week in which Labor Day is observed, the company has established a summer dress code that employees may observe on days when they have no in-person client contact.

The following is a guideline for appropriate and inappropriate attire under the summer dress policy. These are examples only. Managers or supervisors may determine if an employee is dressed inappropriately for the workplace within the summer dress policy.

Appropriate summer attire

- Polo Shirts
- Khakis
- Denim jeans
- Capri pants
- Company logo wear
- Dresses or skirts (knee length)
- Dressy sandals
- Casual shoes, including clean athletic shoes

Inappropriate summer attire

- Shorts
- Beachwear
- Flip-flops
- Strappy heels
- Slippers
- Rubber or plastic shoes
- Overly embellished shoes
- Sleeveless tops, halter tops, or tank tops
- Sweatpants
- Leggings
- Tight, revealing, or otherwise inappropriate clothing
- Athletic wear
- Clothing that is ripped, frayed, stained, or messy

Any questions regarding appropriate summer dress should be directed to Human Resources.

208: PERFORMANCE APPRAISAL

Original Date: 9/1999

Revision Date(s): 3/2011, 7/2021, 1/2025

The Auxiliary Services Association (ASA) is committed to providing fair, non-discriminatory, and competitive compensation. Decisions regarding adjustments in compensation are subject to ASA's overall financial condition and the review/approval of the ASA Board of Directors and Executive Director.

The quarterly performance appraisal process provides a means for discussing, planning, and reviewing each employee's performance and achievement of goals with their Supervisor. Appraisals will cover strengths and accomplishments as well as ways in which the employee may be able to improve going forward. It is also an opportunity for the employee to discuss their job concerns and career development goals.

Goal Setting

- Quarterly: One week prior to each quarterly one-on-one assessment, the employee will develop three professional goals for the next quarter.
- Annual: One week prior to the first quarter one-on-one meeting, the employee will develop three professional goals.
- These goals can be "hard" or "soft" goals. Hard goals can be defined by numerical or other factual information. Soft goals are evaluated by opinion. The Supervisor and employee will review, edit, and agree upon the quarterly and annual goals. At each quarterly assessment, the Supervisor and employee will discuss progress towards the goals and goals for the next quarter.

General Timeline

Timing	Event
Quarter 1 – Completed by July 31	Supervisor and employee meet for quarterly one-on-one. Goals for the new year are established and discussed with the employee.
Quarter 2 – Completed by October 31	Supervisor and employee meet for quarterly one-on-one.
Quarter 3 – Completed by January 31	Supervisor and employee meet for quarterly one-on-one.
Quarter 4 – Completed by April 30	Supervisor and employee meet for quarterly one-on-one, additionally completing the Annual Performance Appraisal form.
May	Supervisors draft performance evaluations and submit them to HR for review by May 15.
June	Department heads meet with the Executive Director and Director of Human Resources to discuss each employee's performance and salary recommendations. Supervisors meet with employees to review the Annual Performance Appraisal form and discuss any compensation adjustments.
July 1	Salary adjustments are effective.

209: MEAL PLAN BENEFIT

Original Date:

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

Eligibility: Nonunion employees

The meal plan is given to employees as a privilege paid for by the Auxiliary Services Association. The employee allowance is \$150 per month at Stony Brook University Hospital and Long State Veterans Home. 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 Dietary and Retail at SBUH, the Assistant Director of Dietary and Retail at SBUH, 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.
- When an employee's monthly allotment is exhausted, they must pay with their money. Funds cannot be reloaded once they exhaust the \$150/month allotment in a month unless approved by the Executive Director or Director of Dietary & Retail at SBUH.
- 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 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 Dietary & Retail at SBUH.

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 or cups of coffee on West Campus 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.

Failure to adhere to these procedures may result in disciplinary action up to and including termination

210: EMERGENCY CLOSURES

Original Date: 1/2025

Revision Date(s):

Summary - The Association's policy is to remain open during all regular scheduled work hours. Employees are expected to report to work during inclement weather conditions unless otherwise notified by the Association. In the event of inclement weather, each site will be evaluated individually. If a power failure or other emergency requires the Association to close, reasonable attempts will be made to notify all employees through the ASA website, email, or home/cell phone.

Compensation for Exempt Employees - Exempt employees receive regular salaries when the Association is officially closed for less than one workweek due to emergency operating conditions. Exempt employees shall not be paid if the Association is closed for an entire workweek or longer but may be allowed to use any available paid leave. Depending on the nature of the emergency and due to the nature of exempt positions, the Association may allow or require staff to continue work at an alternate location, in which case the employee would receive his/her regular pay for the period.

Compensation for Nonexempt Employees for Partial Workday Closings* - A nonexempt employee, either full-time, part-time, or temporary benefits-eligible, who is directed by the employee's Supervisor to arrive at work late or to leave work early due to emergency operating conditions is paid for the employee's usually scheduled work hours at the employee's base rate of pay; The Payroll Department must be notified of any schedule changes to track time for payroll properly. Part-time benefit ineligible employees are not paid for any hours not worked but may be allowed to make up the time during the current workweek if the employee's Supervisor grants prior authorization. *Note: Under employment law and regulations, employees who are released early must be paid for at least four hours of *show-up* pay or their regularly scheduled hours, if less than 4 hours.

Compensation for Nonexempt Employees for Entire Workday Closings - A nonexempt employee, either full-time, part-time, or temporary benefits-eligible, who is directed by the employee's Supervisor not to report to work on a given day due to an emergency closing is paid for the employee's regular scheduled work hours at the employee's base rate of pay. These payments do not include days when the nonexempt employee was not scheduled to work. If the Association is closed for more than one workday due to emergency operating conditions, a full-time, nonexempt employee is paid for up to a maximum of five continuous workdays based upon the employee's regular scheduled hours for those days. These payments do not include days when the nonexempt employee was not scheduled to work. Depending on the nature of the emergency, the Association may require staff to continue work at the office or an alternate location; in this case, the employee would substitute his/her regular pay for any leave with pay granted under this policy. Part-time benefit ineligible employees are not paid if there is an emergency closing but may be allowed to make up the time during the current workweek if the employee's Supervisor grants prior authorization.

Emergency Close During Scheduled Vacation - If an Association observed emergency close day falls on an employee's regular workday, and the employee is on paid vacation, the day is counted as a vacation day. No allowance is made for sickness or other paid absences during a scheduled vacation.

211: REHIRE ELIGIBILITY AND SERVICE RECOGNITION

Original Date: 7/2021

Revision Date(s): 1/2025

Purpose

The Auxiliary Services Association's policy considers rehiring former employees who voluntarily left employment or were laid off due to business needs. This policy outlines the rules regarding eligibility for re-employment and bridging of service (service recognition), where appropriate.

Eligibility for Rehire

Employees who were part of an involuntary reduction in force and voluntarily resigned will be eligible for rehire if they had a satisfactory work record while employed by the Auxiliary Services Association.

The Association may consider a former employee for re-employment in a vacant position for which they may be qualified based on the reason for the previous separation and the Association's current operating needs. If rehired, the individual is considered a new employee as of the date of re-employment, and a new orientation period must be completed. Except for the retirement plans, there is no credit for prior service. Prior service under the retirement plans is restored per government regulations and the plan's terms.

Ineligibility for Rehire

Former employees with less-than-satisfactory work records will not be considered for rehire, including employees with a less-than-satisfactory rating on their most recent performance evaluation or employees who terminated employment with an unresolved performance improvement plan. Employees who were involuntarily terminated by ASA or selected for layoff due to less-than-satisfactory work performance will not be considered for rehire.

Benefits upon Rehire/Transfer from SBU

Health Benefit: If a former ASA employee is rehired within six months from the termination date, the medical, dental, and vision waiting period will be waived.

Retirement Plan (403B): If the employee was vested in the retirement plan before termination, they will be vested immediately upon their return.

Rehire Service Date Adjustment

ASA recognizes all prior service at ASA. (ASA does not recognize prior State/Research Foundation experience.) A rehired employee's ASA service date will be adjusted in accordance with the service restoration rule.

Example: *Marcus was rehired on October 15, 2018, and is credited with two years of prior service. Marcus' adjusted hire date is October 15, 2016.*

Service Restoration Rules for Eligible Employees

- If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefit plan participation purposes.
Example: *Jane was hired on June 3, 2023, and voluntarily resigned on January 5, 2024. Jane is rehired on April 23, 2024. Because Jane did not complete one full year of service before rehire, she is treated as a new employee and will not be credited with any prior service.*
- If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in company benefits plans will be bridged if the employee is rehired and the prior company service period exceeds the period of absence. Service recognition will include prior service recognition for accrued leave plans.
Example: *Marcus was hired on September 3, 2018, and was involuntarily laid off on March 12, 2020. Marcus*

was rehired on October 15, 2020. Because Marcus' prior service is longer than his period of absence, Marcus is credited with his previous seven years and six months of service.

- If a former employee with more than one year's prior service is rehired and the period of absence exceeds the prior company service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.

Example: Angel is hired on December 9, 2023, and is involuntarily laid off on March 12, 2024. Angel is rehired on October 15, 2024. Because Angel's prior service is less than her absence, she will be treated as a new employee and will not be credited with any prior service.

300: PAY PERIODS/CHECKS

Original Date: 7/2021

Revision Date(s):

The ASA bi-weekly pay period begins on Tuesday and ends on Monday. You will receive your paycheck every other Thursday, representing pay for two weeks, which ended the previous Monday.

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

301: HOLIDAYS

Original Date: 3/1995

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

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

Eligibility: Full-Time Employees (Employees that are regularly scheduled for 20-39 hours per week refer to Part-Time Employment policy)

ASA employees are eligible for paid holidays in each calendar year. Some areas require departmental coverage at all times; therefore, employees should discuss any absences with their supervisor(s) in advance of the holiday. Part-time employees should refer to the Part-Time Employment policy for the list of holidays they are entitled to in accordance with their current part-time classification.

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

If the holiday falls on a weekend, employees will follow the "observed" date of the holiday. Employees should refer to the distributed holiday calendar for the days observed. Holidays marked with an * are considered soft holidays. Employees may have the option of working on these holidays and taking a day off after the scheduled holiday. Similarly, employees may be asked to work on these days depending on the department's needs. We recommend that employees discuss this with their supervisors at least one month prior to each holiday.

If the employee observes the holiday, nothing shall be recorded. If an employee is working on the holiday (**prior to the holiday**), an email must be sent to Payroll to notify them. Payroll will make the necessary adjustments in Dayforce. It will appear on your timesheet as "Worked Time for Flex." When the employee wants to use this time, it will be requested as "Flex Time." Flex Time is given at a rate of 1.5x the hours worked. Flex Time will be paid at the employee's base rate of pay at the time it is used.

Employees should refer to the Flex Time policy for more information.

Holiday Overtime for Hourly Employees

Hourly employees are not eligible to receive "Flex Time" as they are paid for their work on holidays. 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.

302: OVERTIME PAY

Original Date: 3/1995

Revision Date(s): 7/2021

Nonexempt 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 nonexempt employees in advance. There shall be no pyramiding of overtime.

303: TIME OFF ADMINISTRATION

Original Date: 7/2024

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

All employees who accrue time off must follow the following procedures. All hourly non-union employees can request time off in one-hour increments only. All salaried employees can request time off in half-day or full-day increments in accordance with the employee's average daily hours (Ex. a Full-time employee's average daily hours is eight (8). The full-time employee must request four (4) or eight (8) hours of time off). If eligible for unpaid time off, all paid time off must be used before an employee can request unpaid time off. Refer to the Unpaid Time Off Policy to confirm eligibility. All time off must be recorded on the employee's timesheet in Dayforce.

304: VACATION TIME

Original Date: 3/1995

Revision Date(s): 6/02, 6/03, 10/09, 4/2021, 1/2025

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.

- 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).
- Full-time management-level (exempt, salaried) employees will accrue paid vacation according to the following schedule *:

First Year	15 days
Second Year	16 days
Third Year	17 days
Fourth Year	18 days
Fifth Year	19 days
Sixth Year	20 days
Over Six Years	21 days

*Employees hired before 7/1/93 will be grandfathered into an accrual schedule at the time of hire.

- Full-time, non-management employees will accrue paid vacation according to the following schedule:

First Year	10 days
Second Year	11 days
Third Year	12 days
Fourth Year	13 days
Fifth Year	14 days
Sixth Years and over	15 days

- Part-time employees are entitled to vacation leave on a prorated basis in accordance with their part-time classification described in ASA's "Part-Time Employment" Policy. For more information, please contact the Human Resources or Payroll department.
- Employees covered under the terms of a collective bargaining agreement will accrue paid vacation in accordance with the terms of the applicable agreement.
- 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 accrual the following month. However, vacation may not be taken until 30 days after the hire date. Should an employee leave before 30 days of employment, they will not be entitled to vacation credit.
- All balances over the designated number of days that are not used before July 1st of each year will be reset to the designated number. Employees may accrue beyond the designated number of days throughout the year, but balances will be reset at the end of each fiscal year. 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 in accordance with the chart below.

	Carryover	Payout
Current	40 days	30 days
Effective 7/1/2025	35 days	25 days
Effective 7/1/2026	30 days	20 days
Effective 7/1/2027	25 days	15 days

- Vacation pay for all employees will be based on the employee's base pay rate when their vacation is taken.
- Vacation time will not be considered "hours worked" when calculating overtime.
- Vacations must be requested for approval in advance. Employees must submit requests for time off to their direct Supervisor, giving as much lead time as possible. Requests for vacation must also be submitted in Dayforce for supervisor approval. Supervisors are responsible for ensuring adequate staffing levels and should attempt to resolve vacation scheduling conflicts to satisfy all interested parties.
- Supervisors must respond within a reasonable timeframe, usually no more than one (1) week from the day the request was received. If 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.
- Management reserves the right to designate when some or all vacations must be taken based on operational needs.

305: VACATION PAYOUT

Original Date: 7/2022

Revision Date(s): 1/2025

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

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.

306: SICK TIME

Original Date: 6/1998

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

In compliance with the New York State Paid Sick Leave, employers with 100 or more employees must provide a minimum of 56 hours of paid sick leave per calendar year. Employers with 5-99 employees must provide a minimum of 40 hours of paid sick leave per calendar year. If net income is \$1 million or less, employer must provide a of minimum 40 hours of unpaid sick leave.

ASA's policy is to grant sick leave with pay to employees who experience any of the qualifying reasons included in this policy.

- Employees regularly scheduled to work 20 hours or more per week will be front-loaded sick leave on January 1st of each calendar year. Employees will receive sick time as follows:

Full-Time Employees – 12 days per year

Part-Time Prorated at 75% Employees – 9 days per year

Part-Time Prorated at 63% Employees – 8 days per year

Part-Time Prorated at 50% Employees – 6 days per year

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.

- All part-time employees regularly scheduled to work 20 hours or more per week and full-time employees hired between the 1st and 14th of the month will receive their sick leave for the calendar year on their date of hire on a prorated basis. All part-time employees and full-time employees hired between the 15th and last day of the month will receive their sick leave for the calendar year on the 1st of the following month on a prorated basis. For example, Jane Doe's date of hire is August 5th, 2025; she is a full-time employee and will receive 5 days of sick leave on August 5th. John Smith's date of hire is May 20th, 2025; he is a full-time employee and will receive 7 days of sick leave on June 1st.
- Under New York State Paid Sick Leave, employees regularly scheduled to work less than 20 hours per week can accrue and carry over up to 56 hours of sick leave.
- All unused sick leave will carry over into the next calendar year.

- 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 pay rate at the time of separation.

- Employees may request sick leave verbally or in writing to their employer. Requests to use sick leave must also be submitted in Dayforce for supervisor approval.
- Employees absent because of illness for five or more consecutive days require a note from a healthcare 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.

307: FLEX TIME

Original Date:

Revision Date(s):

Affects: All non-union exempt employees

It is ASA's policy to award Flex Time to employees who work on holidays or a regularly scheduled day off in excess of 40 hours, provided they have already worked their full work week and have received approval from their program director.

- Flex Time is given at a rate of 1.5 times the hours worked. For example, if you work 8 hours on a holiday, you will be credited for 12 hours.
- Employees are encouraged to rearrange their work schedules when possible.
- On July 1 of each year, all balances over twenty (20) days will be reset to 20 days. Employees may accrue beyond 20 days throughout the year, but balances will be reset at the end of each fiscal year.
- Upon separation, employees are entitled to be paid for unused Flex Time at the employee's base rate of pay at the time of their termination.
- Flex pay for all employees will be based on the employee's base rate of pay when the flex time is taken.
- Employees must notify Human Resources/Payroll of flex time worked within the same pay period.

308: PERSONAL TIME

Original Date: 1/2025

Affects: All Non-Union Employees

Eligibility: Employees who are regularly scheduled to work 20 or more hours per week

The Auxiliary Services Association (ASA) grants employees two (2) personal days annually in accordance with the guidelines established below and subject to ASA's Part-Time Employment Policy. Personal time may be used to attend to personal business.

Accrual Schedule: Eligible employees will accrue personal days bi-annually. One (1) day on the first of January and July.

Scheduling: A personal day may be used at any time of the year, scheduled in advance with a supervisor's approval.

Separation of Employment: Personal days will be paid out at the employee's rate of pay at the time of separation.

Carryover and Payment: A maximum of four (4) unused personal days may be carried forward or accumulated from one fiscal year to the next.

Pay Rate: Personal time pay will be based on the employee's base pay rate at the time the personal time is used.

Hours Worked: Personal time will not be considered hours worked for the purpose of calculating overtime.

309: BEREAVEMENT TIME

Original Date: 7/2000

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

In the event of the death of a person in an employee's life, employees are entitled to paid leave of five (5) consecutive working days per occurrence.

310: JURY DUTY

Original Date: 3/1995

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

Summary:

Employees are encouraged to fulfill their civic responsibilities by participating in jury duty. An employee shall be granted the necessary time off to serve on jury duty. An employee must immediately notify the employee's Supervisor of jury duty service and provide a copy of the court summons to HR and payroll. The Association reserves the right to request that an employee seek the court's permission to reschedule the jury duty if serious business needs dictate.

Compensation:

Exempt Employees - Any exempt employee is paid up to 10 business days at the employee's regular salary for the period served while performing jury service. Indicating when the employee is appearing for duty, as there are state restrictions on what may be received from the court for the jury service. In most instances, only mileage may be available under state law.

Nonexempt Employees - Any nonexempt employee who is required to report for jury duty on a day the employee is scheduled to work receives their regular pay rate for scheduled work hours missed due to jury service for up to 10 business days. Indicating when the employee is appearing for duty, as there are state restrictions on what may be received from the court for the jury service. In most instances, only mileage may be available under state law.

Return to Work - An employee excused from court for the entire day must report to work for the employee's scheduled work hours. If an employee is released early from jury duty on a given day, the employee must contact the employee's Supervisor to discuss reporting requirements.

311: 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.

400: BENEFITS DISCLOSURE

Original Date: 3/1998

Revision Date(s): 7/2021

ASA's policy is to provide its employees with various welfare and retirement benefits. Information and summaries intended to explain these benefit plans will be furnished to all plan participants and beneficiaries on a timely and continuing basis. The ASA reserves the right to modify, amend, or terminate its welfare and retirement benefits as they apply to all current, former, and retired employees. The administrator of each benefit plan has the discretionary authority to determine eligibility for benefits and to interpret the plan's terms.

The ASA offers certain benefits to eligible employees, including health, life, disability insurance, and retirement plans. Eligibility will depend upon the specific requirements of each benefit plan.

All benefits provided by the ASA are described in official documents that are kept on file in Human Resources. These documents are available for examination by any plan participant or beneficiary. In addition, these documents are the only official and binding materials concerning the Association's welfare and retirement benefits. All summaries and communications, both written and verbal, must be referred to as binding in cases of questions or disputes.

The Human Resources Manager serves as the administrator of the ASA's welfare and retirement plans. The administrator is responsible for all communications and disclosures concerning ASA benefits and for compliance with all applicable laws and regulations. In addition, the administrator is available to answer questions concerning the benefit plans.

Certain insurance and retirement plans require employees to designate a beneficiary for the employee's death benefits. The designation must be made in writing and a form acceptable to the administrator. It is the employee's responsibility to maintain the proper beneficiary designations and to alert the administrator to any changes in status affecting eligibility or designations.

401: ANNUAL ENROLLMENT PERIOD

Our Annual Enrollment Period is in December of each year. Any changes 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 your dependents were previously eligible for health coverage but were not enrolled, you are eligible to enroll. This enrollment period will be the only time you will be able to enroll in Health benefits each year unless you experience a qualifying life event.

402: QUALIFYING LIFE EVENTS

Original Date:

Revision Date(s): 7/2021

You may change your benefit enrollment 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:

1. Legal marital status because of marriage, death of a spouse, divorce, legal separation, or annulment.
2. The 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.
3. Work schedule (reduction or increase in hours of employment) for you, your spouse, or your 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.
4. 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).
5. Receipt by the plan of a court order, such as a qualified medical child support order under Section 609 of ERISA.
6. Qualification for special enrollment rights is provided under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
7. 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.
8. 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.
9. 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.
10. You return to the ASA payroll after military leave.
11. You return to the ASA payroll after a break in ASA service, if you were ineligible to continue enrollment during the break.
12. 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.
13. You are assigned a new ASA service anniversary date following a break in service.

403: 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 the criteria outlined below.

Domestic Partner Definition: A domestic partnership is defined as a relationship 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 existed for six (6) months or more. Original documents are required to show that all criteria have been met. These affidavits and documents are intended to establish the eligibility of a domestic partner for ASA 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 have not made a commitment to an exclusive, enduring domestic partnership as described in these documents will not be considered domestic partners for enrollment in the ASA health benefits program.

Enrollment: To enroll a domestic partner, an employee must:

Complete the Domestic Partner Enrollment Affidavit and the Insurance Enrollment Forms. Submit these documents and the required proofs 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 Domestic Partner Enrollment 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 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.

404: MEDICAL INSURANCE

Original Date: 3/1998

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

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

Eligibility: Any employee who is 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.

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

Medical 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 period unless the employee experiences a qualifying life event.

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 a Marriage Certificate, Birth Certificate, and other legal documents proving dependency. Please refer to the Domestic Partner Benefits policy, affidavit of Student Status, or Proof of School Matriculation for domestic partners.

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.

405: DENTAL INSURANCE

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

Eligibility: Any employee who is 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 next open enrollment period to apply for coverage 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.

406: VISION INSURANCE

Original Date: 4/2024

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

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.

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.

407: INSURANCE OPT-OUT PROGRAM

Original Date: 3/1995

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

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, and vision plans is the first day of the month following sixty (60) days of employment. Therefore, 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 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 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 children).

There will be no payment of a waiver if ASA also employs an employee's spouse, the employee participates in NYSHIP outside of the ASA plan, 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 do not 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 in a timely manner.

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: GROUP TERM LIFE INSURANCE

Original Date:

Revision Date(s):

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. All eligible employees must participate.

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

409: FLEXIBLE SPENDING ACCOUNT

Original Date:

Revision Date(s):

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

Administered by Benefit Analysis, Inc. (BAI), the Flexible Spending Accounts provide a way for employees to put aside pretax pay to cover expenses that are not covered by other benefit plans. Employees may participate in the Health Care Reimbursement Account or the Dependent Care Reimbursement Account.

410: AFLAC INSURANCE

Original Date: 2/2001

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

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.)

411: 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 FSA 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.

412: 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.

413: 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 is currently under review.

500: 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.

- 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 re-employment. 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.
 - 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 initially agreed or by deduction from final pay unless prohibited by law.

- 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 regularly 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.

Medical

If you are/were enrolled at the time of separation under the medical coverage of the NYSHIP Plans (*New York State Health Insurance Plan*), the coverage will terminate at the end of the month in which your employment ends with Stony Brook Auxiliary Services Association (ASA).

You are eligible for COBRA coverage if you had active medical coverage at the time your employment ends with ASA. You will receive COBRA continuation information directly from NYSHIP. The information from NYSHIP will include your COBRA options and enrollment form. You will be required to send payments (composed of the full premium rates and 2% administrative fee) for the medical COBRA coverage directly to NYSHIP. They will be the administrators of your COBRA coverage. Contact the **NYSHIP COBRA Unit at (800) 833-4344** with any questions related to your COBRA enrollment. Please see the below cost information for COBRA coverage, which includes the 2% administrative fee.

Dental

If you are/were enrolled at the time of separation under the dental coverage under the Aetna plan, your coverage will terminate at the end of the month in which your employment ends with ASA. You are eligible for COBRA coverage if you had active dental coverage at the time your employment ends with ASA. You will receive COBRA continuation information directly from PrimePay. The information from PrimePay will include your COBRA options and enrollment form. You will be required to send payments (composed of the full premium rates and 2% administrative fee) for the Dental COBRA coverage directly to PrimePay. They will be the administrators of your COBRA coverage. Payments will be due the first of the month, with a 30-day grace period. If payment is 30 days past due, the coverage will be terminated.

Customer Portal URL: myportal.primepay.com, **Email:** cobrahelp@primepay.com, **Phone #:** (855) 892-6272, **Fax #:** (866) 382-6272.

Vision

If you are/were enrolled at the time of separation under the vision coverage under the EyeMed plan, your coverage will terminate at the end of the month in which your employment ends with ASA. You are eligible for COBRA coverage if you had active vision coverage at the time your employment ends with ASA. You will receive COBRA continuation information directly from PrimePay. The information from PrimePay will include your COBRA options and enrollment form. You will be required to send payments (composed of the full premium rates and 2% administrative fee) for the Vision COBRA coverage directly to PrimePay. They will be the administrators of your COBRA coverage. Payments will be due the first of the month, with a 30-day grace period. If payment is 30 days past due, the coverage will be terminated.

Customer Portal URL: myportal.primepay.com, **Email:** cobrahelp@primepay.com, **Phone #:** (855) 892-6272, **Fax #:** (866) 382-6272.

Vacation, Sick, Flex Accruals

Please refer to the Vacation, Sick, and Flex Policies for details.

Group Term Life Insurance

Employees regularly scheduled to work 30 or more hours per week are offered group term life insurance. ASA offers a basic Life/AD&D benefit that equals 1.5x the employee's annual salary and a maximum benefit of \$100,000. Benefit ends the date employment ceases, or in the event there is a status change or reduction in hours below 30 hours per week. In this event, you can request conversion information to keep the current coverage and pay Guardian directly for the Life Insurance policy. Contact **Guardian at (888)278.4542** to request conversion information within 15 days of your last date of employment.

Aflac

Your Aflac policy will terminate on your last day of employment with Stony Brook Auxiliary Services Association. Aflac will send conversion paperwork to your home address. If you are interested in continuing your Aflac policy, you will need to submit the premium payment directly to Aflac. Contact **Aflac at (800)366.3436** regarding your policy conversion.

Flexible Spending Account

Your Flexible Spending Account contributions will cease when your employment with Stony Brook Auxiliary Services Association ends. You will need to submit any outstanding claims incurred during your employment within the plan year. You have 90 days following the end of the plan year (December 31st) to submit all claims for reimbursement. Any unclaimed balances in your Flexible Spending Account will be forfeited. Please contact **BAI at (800)224.5110** regarding your claim/balance information.

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 IDs/Badges (the last two items are in turn returned to the campus as part of their property).

Retirement Plans

Participants have a number of retirement plans available upon separation of employment. Participants can choose to remain in the plan or transfer/rollover into another retirement vehicle. Please contact your retirement carrier to discuss the options that would work best for your situation. TIAA participants may call the National Contact Center at 1-800-842-2776, and VALIC participants may call 1-800-448-2542.