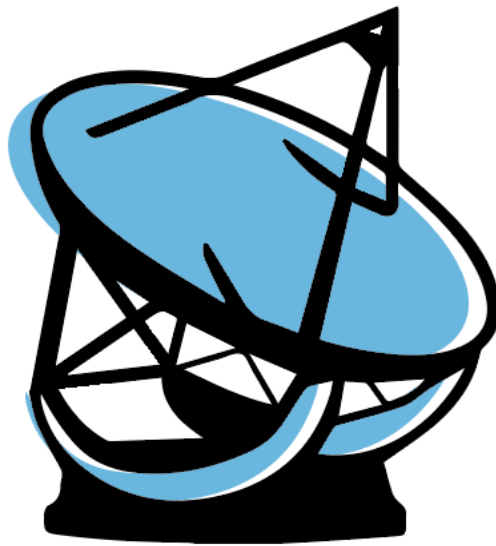


EMPLOYEE REFERENCE GUIDE



**NATIONAL YOUTH
SCIENCE ACADEMY**

WEST VIRGINIA

SINCE 1963

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Welcome

Introduction

Welcome to the National Youth Science Academy (NYSAcademy)!

Each employee contributes directly to the NYSAcademy's growth and success. This Employee Reference Guide ("Guide") is provided so that you can better contribute to your personal development and the success of the organization. The Guide outlines the NYSAcademy's policies and programs and describes the benefits available to eligible employees. It was developed to describe some of the expectations of NYSAcademy employees, as well as to answer many of the frequently asked questions about employment with the NYSAcademy.

Organizational Description

The NYSAcademy is a non-profit corporation established in 1983 dedicated to inspiring and preparing youth for successful, thoughtful, and ethical engagement in science, technology, and the arts. The NYSAcademy maintains offices at the Clay Center in Charleston, West Virginia, and at its National Youth Science Center in Davis, West Virginia. Programs are offered in various locations including camps, laboratories, observatories, and school and university campuses. The NYSAcademy was created to enable the National Youth Science Camp (NYSCamp), offered in West Virginia since 1963 and funded by the State of West Virginia initially as an activity of the West Virginia Centennial Celebration, to continue operation as a privately supported organization. The NYSAcademy has augmented the NYSCamp with additional directed educational programs focused on science, technology, engineering, and mathematics for secondary students.

Preface

This guide is designed to acquaint you with the NYSAcademy and provide you with information about working conditions, employee benefits, expectations, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Guide. The Guide describes many of your responsibilities as an employee and outlines the programs that the NYSAcademy has developed to benefit its employees. One of our objectives at the NYSAcademy is to provide a work environment that is conducive to both personal and professional growth.

The contents of this Guide are for your information and reference and are not intended to serve as an express or implied employment contract. No employee guide can anticipate every circumstance or question about every one of our policies. Further, the NYSAcademy must retain flexibility in its policies and practices to enable adjustment to new situations or business opportunities. The NYSAcademy may add, modify, or cancel existing policies at any time. The NYSAcademy will notify you of any changes to the Guide as they occur.

Unless otherwise stated, the provisions of this Guide apply to all NYSAcademy employees.

Nature of Employment

Employment with the NYSAcademy is voluntary, and you are free to resign at will at any time, with or without notice or cause. Similarly, the NYSAcademy may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. No oral statements or promises, whether express or implied, will create an express or implied contract or employment.

Although the at-will nature of employment permits resignation without notice, the NYSAcademy expects that when possible, an employee will provide adequate notice of their intent to resign. If notice is given, the NYSAcademy reserves the right to pay compensation in lieu of service during the notice period. In general, two weeks (10 working days) is sufficient notice. However, some staff members are assigned duties that require careful and long-

term planning for programs offered by the NYSAcademy. In particular, program directors may not easily be replaced within the immediate period before calendared program commencement. For this reason, the expectation is that 90 days of notice (or more if possible) should be given in advance of the voluntary termination of program directors.

The policies in this Guide do not create an express or implied contract or employment. The policies should not be construed as contractual obligations of any kind or a contract of employment between the NYSAcademy and any employee. The provisions of the Guide have been developed at the discretion of management and, except for the employment-at-will policy, may be amended or cancelled at any time, at the sole discretion of the NYSAcademy.

Work Environment

The NYSAcademy is committed to establishing and maintaining a safe and productive workplace for its employees and a supportive and encouraging education environment for participants in its programs, including students and presenters. This statement is issued as a complement to the NYSAcademy's Anti Harassment Policy and other program-specific guidelines, which are distributed and posted for each program. Employees and participants are expected to adhere to all NYSAcademy policies and use all NYSAcademy assets properly and carefully. Additional policies are published at <http://www.nysacademy.com/handbook>.

Etiquette and Behavior

All employees and participants have a responsibility to establish and maintain appropriate workplace and education environment etiquette and behavior. This includes:

- Demonstrating courtesy and respect in communications,
- Thoughtfully considering suggestions for improvements or changes,
- Maintaining a cooperative and constructive attitude with others,
- Demonstrating an understanding that the setting for many NYSAcademy activities is very intimate,
- Respecting privacy,
- Recognizing and accommodating individual diversity,
- Behaving safely with all reasonable precaution to prevent accidents,
- Conserving resources, and
- Following any and all additional program-specific guidelines.

Mandatory Duty to Report

While the NYSAcademy strives to create and maintain an environment free from harassment, intimidation, or any action that infringes on an individual's rights and privileges, an occasion may arise that is contrary to this position. Employees have a mandatory duty to report any incident that is prohibited by the NYSAcademy's Anti-Harassment Policy and its Abuse Policy.

Further, while the NYSAcademy has established policies to require and encourage the safe and proper use of its assets, an occasion may arise that is contrary to this policy. Employees have a mandatory duty to report any unsafe use or inappropriate use of NYSAcademy assets.

Employer Responsibilities and Rights

The NYSAcademy is responsive to the needs and expectations of its stakeholders to support its mission. To these ends, some of the rights the NYSAcademy has include, but are not limited to:

- The right to select, train, promote, terminate, evaluate, supervise, and discipline our employees;
- To set work schedules and hours, and determine optional employee benefits;

- To establish, terminate, or modify procedures and policies, assign duties, set and evaluate work standards; and
- To exercise any and all other normal functions of management to stay competitive in our operations.

Equal Employment Opportunity Commitment

The NYSAcademy is committed to equality of opportunity in all aspects of employment. In order to provide equal employment and advancement options to all individuals, employment decisions at the NYSAcademy will be based on merit, qualifications, and abilities. The NYSAcademy does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, ancestry, national origin, age, disability, pregnancy-related conditions, sexual orientation, genetic information or veteran status. The NYSAcademy is also committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability, or any other characteristic protected by applicable law. This policy applies to equal pay and other forms of compensation (or changes in compensation); as well as job assignments, classifications, position descriptions, and availability of all leave types.

If you have a question or concern about any type of discrimination in the workplace, you are encouraged to bring the issue to the attention of the NYSAcademy's executive director or chair of the NYSAcademy's board of trustees. At the NYSAcademy, be assured that you can raise concerns and make reports without fear of reprisal. Further, any NYSAcademy employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

NYSAcademy employees have an obligation to report all perceived instances of discrimination and/or harassment to a member of management or chair of the board of trustees. The NYSAcademy will not take adverse action against an employee because of a good faith complaint of discrimination or harassment, participation in an investigation of such a complaint, or similar attempts to protect or enforce rights under applicable federal and state law.

This policy is neither exhaustive nor exclusive. The NYSAcademy is committed to taking all other actions necessary to ensure equal employment opportunities in accordance with all applicable federal, state, and local laws.

Reasonable Accommodations

The NYSAcademy is committed to complying fully with the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), and the West Virginia Human Rights Act and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Our hiring procedures provide persons with disabilities meaningful employment opportunities. When requested, the NYSAcademy will make job applications available in alternative, accessible formats, as well as provide assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

On request, the NYSAcademy will make reasonable accommodations for qualified individuals with known disabilities, if the disability affects and accommodation will enable the satisfactory performance of essential job functions, unless doing so would result in an undue hardship. This policy covers all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. The NYSAcademy makes all employment decisions based on the merits of the situation in accordance with defined criteria, not any disability of an individual.

Affirmative Action

The NYSAcademy has not established an affirmative action program in part because the organization is small, however the NYSAcademy does receive Federal grant funds, which may require review of equal employment practices. The NYSAcademy reserves the right to establish such a program if required to do so by a granting agency.

Employee Responsibilities and Rights

Immigration/Employment Eligibility

The NYSAcademy is committed to employing only United States citizens and aliens who are legally authorized to work in the United States. Among applicants who are legally eligible for employment the NYSAcademy does not discriminate on the basis of citizenship or national origin.

In order for the NYSAcademy to comply with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. The Form I-9 must be completed prior to starting employment. Former employees who are subsequently rehired must also complete an I-9 and provide appropriate documentation if 1) they have not completed an I-9 with the NYSAcademy within the past three years, or 2) their previous I-9 is no longer valid or was not retained.

If you have questions or want more information on immigration law issues, you are encouraged to contact the NYSAcademy's executive director.

Business Ethics and Conduct

The NYSAcademy expects its employees to be professional, honest, and ethical in their conduct. Your behavior affects the NYSAcademy's reputation and success. The NYSAcademy requires employees to follow all laws and regulations, and to have the highest standards of conduct and personal integrity. Our continued success depends on our stakeholders' trust. Employees owe a duty to the NYSAcademy and stakeholders to act in ways that will earn the continued trust and confidence of the public.

Whistleblower Policy

As a NYSAcademy employee, you have an obligation to report observed or suspected inappropriate activities covered by this policy. The allegation of suspected illegal or inappropriate activities will be promptly, thoroughly, and discreetly investigated, protecting the whistleblower's identity to the extent that such confidentiality would not impede a thorough investigation. All information obtained will be handled on a "need to know" basis.

If you believe that you have been subjected to or affected by a retaliatory conduct for (1) reporting suspected unlawful activity, or (2) refusing to engage in activity that would result in a violation of law, you should report such conduct to your supervisor.

If you perceive that reporting such conduct to your supervisor is for any reason inappropriate, unacceptable or will be ineffectual, or if the report to your supervisor has been made and the retaliatory conduct has continued, please report directly to the executive director.

Conflict of Interest

As an employee of the NYSF, you have the obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. In this policy, the NYSAcademy is establishing the framework within which it wishes to operate. These guidelines are intended to provide a general direction so that you can get further clarification on

areas that affect you. For more information or questions on conflict of interest, contact your supervisor or the executive director.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of business dealings with the NYSF. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

There is no "presumption of guilt" created by the mere existence of a relationship with outside organizations. If you have any influence on transactions involving purchases, contracts, or leases, it is imperative that you disclose this fact to the NYSAcademy's executive director as soon as possible. By knowing the existence of any actual or even a potential conflict of interest, the NYSAcademy can establish safeguards to protect all parties.

The potential for personal gain is not limited to situations where an employee or relative has a significant ownership in an organization with which the NYSAcademy does business. Personal gains can also result from situations where an employee or relative receives a kickback, bribe, substantial gift, loan, or special consideration as a result of a transaction or business dealings involving the NYSAcademy.

Workplace Technology

NYSAcademy employees are provided technology resources for the support of the NYSAcademy's mission, management, informational, and operational needs. Care should be taken for technology assets like any other, however technology assets are often mobile and need to be cared for when taken outside the primary workplace. Additionally, proper data and identity measures should be taken. Remember that nothing in the information technology arena is fully secure, so proper data discipline should be followed. The NYSAcademy reserves the right to monitor all systems used by its employees to assure proper utilization. Inspection of systems and files may occur at any time, with or without notice to affected employees, at the discretion of the NYSAcademy. **Employee use of these systems constitutes consent to monitoring.** Employees have no right to privacy when using a work-issued computer, voice mail, electronic mail, and Internet services. Improper use of work-issued systems or equipment can result in discipline, up to and including termination of employment.

Workplace Violence

The NYSAcademy prohibits employees from threatening, intimidating, provoking, interfering, using abusive or profane language, fighting, and/or engaging in any conduct that might result in harm or injury to themselves, other employees, supervisors, management, and other third parties. The NYSAcademy will not tolerate acts or threats of violence and encourages you to immediately report all acts or threats of violence whether made by a co-worker or a third-party of every kind to your supervisor. The NYSAcademy will promptly investigate complaints of violence or threats of violence and will not take adverse action against any employee based upon a good faith report of, or participation in review of such a complaint.

Employment Types

Depending on your position, you are designated as either *NONEXEMPT* or *EXEMPT* from federal and state wage and hour laws. *NONEXEMPT* employees are entitled to overtime pay under the specific provisions of federal and state laws. *EXEMPT* employees are excluded from specific provisions of federal and state wage and hour laws. Your exemption classification may be changed only with written notification by the NYSAcademy's executive director.

In addition to the Exempt and Nonexempt designation, you also belong to one of the following employment categories:

FULL-TIME employees are employees who are not in a temporary position AND who are regularly scheduled to work 30 hours or more per week. Full-time employees are eligible for all NYSAcademy benefit programs, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are employees who are not in a temporary position AND who are regularly scheduled to work less than 30 hours per week. While part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), and prorated holiday pay, they are ineligible for all other optional NYSAcademy insurance and benefit plans.

TEMPORARY employees are employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration, typically, of 90 days or less. Employment beyond the initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until they are notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all other NYSAcademy benefit programs and paid leave.

Employment Applications and Reference Checks

Employment Applications

The NYSAcademy relies on the accuracy of the information provided on the employment application, as well as the accuracy of other data presented during the hiring process and employment. If there are any misrepresentations, falsification, or material omissions in any of this information, the NYSAcademy may exclude that applicant from further consideration. If the person was already hired, it could result in termination of employment.

Reference Checks

To help select the best person for the job, reference checks may be completed by the NYSAcademy. These checks may include education and employment verifications, motor vehicle and criminal records, or other historical information as is determined relevant to employment in the position sought with the NYSAcademy. In addition, professional reference checks may be conducted by the NYSAcademy.

The executive director will respond in writing when we receive a written request for a reference check. The NYSAcademy will confirm only employment dates, salary information, and the positions held. The NYSAcademy will not release any employment data without an employee or former employee's written authorization and signed release.

Personnel Files and Personnel Data Changes

Personnel Files

The NYSAcademy maintains a personnel file on each employee that includes the job application and related hiring documents, training records, performance documentation, salary history, and other employment records.

Personnel files are the property of the NYSAcademy. Because this information is private and confidential, only persons with a legitimate reason will be allowed access to personnel files.

If you wish to see your employment records, contact the executive director. With reasonable advance notice, you may review your own documents in NYSAcademy offices and in the presence of the executive director.

Personnel Data Changes

To help the NYSAcademy keep records and benefit program information accurate, please notify the NYSAcademy of any changes to your personal information. The information needed includes your mailing address, telephone numbers, your marital status, changes to your dependent information, who to contact in case of an emergency, educational accomplishments, and other possibly relevant information. Please contact the executive director to make changes, or if you have questions regarding the required information.

Performance Evaluation

The best communications about job performance happen on an informal, day-to-day basis. You and your supervisor are strongly encouraged to talk about performance regularly. In addition, the NYSAcademy wants to ensure that you and your supervisor have scheduled formal performance evaluations. These discussions give you both the opportunity to discuss job responsibilities and goals, encourage and recognize strengths, identify and correct any weaknesses, develop plans for dealing with any obstacles, and plan for the future.

The performance of all NYSAcademy employees is evaluated on an annual basis consistent with appraisal guidelines and schedule. NYSAcademy employees may be eligible for merit-based pay adjustments based on numerous factors, including the information documented by the formal performance evaluation process.

Compensation

The NYSAcademy strives to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor markets. Because the NYSAcademy believes that recruiting and retaining talented employees is critical to our success, it is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations (public and private) in the region. Employees are paid on an hourly, daily, or salaried basis as specified in their employment letter.

Employee Benefits

The NYSAcademy provides a limited selection of benefit programs to eligible employees. Certain legally required programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner required by the laws.

Your eligibility for each benefit program depends on a variety of factors, including your employee classification. To better understand exactly which benefit programs you are eligible for, contact the executive director. You will find details about many of these programs elsewhere in the Guide.

The NYSAcademy will pursue benefit options within its fiscal and operational abilities. When changes occur in the NYSAcademy benefit package, employees will receive official notification. The following benefit programs are currently available to eligible employees, subject to terms and conditions of each program:

- Health Insurance (premium reimbursement)
- Worker's Compensation Insurance
- Holidays
- Paid Time Off (PTO)
- Personal Leave (Unpaid)
- Medical Leave (Unpaid)

- Family Medical Leave (Unpaid)
- Military Leave (Unpaid)

Health Insurance

The NYSAcademy does not currently offer a group health insurance benefit. All full-time employees can get up to \$450.00 reimbursed monthly for health insurance.

Worker's Compensation Insurance

The NYSAcademy provides workers' compensation insurance to our employees through Encova. The workers' compensation program covers injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to the applicable legal requirements, this program provides benefits after a short waiting period or, in the event of hospitalization, immediately.

It is critical that you inform your supervisor immediately about any work-related injury or illness, regardless of how minor it might appear at the time. Immediate reporting ensures that, if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets the NYSAcademy investigate the matter promptly.

Workers' compensation is intended to cover only work-related injuries and illnesses. Because of this, neither the NYSAcademy nor our insurance carrier will be liable for the payment of workers' compensation benefits for injuries that might occur during employees' voluntary participation in off-duty recreational, social, or athletic activities that it may sponsor.

Holidays

The NYSAcademy provides holiday paid time off to all full-time employees on the following holidays:

- New Year's Day
- MLK Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Additional holidays designated by the executive director or the chair of the board of trustees

Generally, a recognized holiday that falls on a Saturday will be observed on the preceding Friday, and, a recognized holiday that falls on a Sunday will be observed on the following Monday. These holidays are subject to change in number and date identified. Change to the holiday schedule is at the discretion of the board of trustees and will be communicated to NYSAcademy employees through the NYSAcademy's electronic calendar if this occurs.

The NYSAcademy provides holiday paid time off to eligible employees immediately upon assignment to a regular full-time or part-time employment classification. If you are eligible for paid holidays, your holiday pay will be calculated on your straight-time pay rate as of that holiday multiplied by the number of hours per day for your full-time equivalency. Employees eligible for paid holiday time off may not receive PTO compensation for the same time period. Employees may be required to work on a recognized holiday.

If eligible nonexempt employees work on a recognized holiday, the employees will receive holiday pay plus wages at their straight-time rate for hours worked on the holiday. Paid time off for holidays will not be counted as hours worked to determine overtime.

Paid Time Off (PTO)

The NYSAcademy provides Paid Time Off (PTO) to eligible employees. PTO is an all-purpose time-off policy. You can use PTO for leisure activities, illness or injury, and personal business. PTO combines traditional vacation and sick leave plans into one flexible, paid time-off program. Regular full-time employees are eligible to earn and use PTO as described in this policy.

After you are hired into a full-time regular position with the NYSAcademy, you begin to earn PTO the first of the month following your month of hire. PTO accruals are credited to your account at the end of each eligible pay cycle. Eligible employees earn PTO on a prorated basis. PTO accruals may not be used until after they are earned and authorized. The amount of PTO you receive each year depends on how long and in what government reporting category you are employed. Most eligible employees accrue PTO according to the following schedule:

<i>Length of Service</i>	<i>Hours Accrued/Biweekly Pay Cycle</i>	<i>Hours Accrued Annually</i>
FT Employee (0 – 3 years)	4	104
FT Employee (3 – 7 years)	4.25	110.5
FT Employee (7 – 12 years)	4.5	117
FT Employee (12 years or more)	4.75	123.5

We calculate the length of your eligible service based on a "benefit year." A "benefit year" is the 12-month period that begins when you start earning PTO. Your benefit years require continuous active employment and may be extended for any significant leave of absence except military leave of absence (Military leaves do not affect the benefit year calculation). See the leave of absence policies in this Guide for information on how each leave affects PTO accruals.

PTO is to be charged for all absences from work according to your employment type. Exempt employees are required to report time away from the workplace on their electronic calendar (iCal) if absent more than half the scheduled workday. PTO will be deducted for any time that non-exempt employees are absent from the workplace. Employees are paid for PTO at their base pay rate as of the time of the absence. The NYSAcademy will not include PTO hours for purposes of calculating overtime pay for non-exempt employees. If an employee does not have PTO hours available to cover an absence, they will be removed from the payroll for an equivalent time period.

If you need to be absent from work unexpectedly, you should tell your supervisor before the scheduled start of your workday. You must also contact your supervisor prior to each additional day of unexpected absence.

To schedule planned PTO, you are to first request advance approval from your supervisor. Each request will be reviewed based on a number of factors, including our business needs and staffing requirements. If a request for planned PTO is not approved, the employee is expected to report to work as scheduled.

Employees may accrue a maximum PTO of 160 hours.

If your employment terminates, you will be paid for any unused PTO that has been accumulated through the last day of work.

Personal Leave (Unpaid)

The NYSAcademy will consider a request from an eligible employee to take an unpaid personal leave of absence to fulfill personal obligations. All NYSAcademy employees are eligible to request a personal leave of not more than 10 working days within a twelve-month period. With supervisory approval, accrued paid time off may be taken in conjunction with a personal leave period.

In order to give your personal leave request adequate consideration, requests should be submitted in writing to your supervisor as far in advance as possible. Each request will be given individual consideration. The decision to approve a personal leave will be based on a number of business factors such as anticipated workload needs and staffing considerations during the proposed absence.

Benefit accruals such as PTO or holiday benefits, will be suspended during a personal leave and will resume when you return to active employment.

When a personal leave ends, every reasonable effort will be made to return you to the same position if it is available. The NYSAcademy, however, cannot guarantee reinstatement in all cases.

If an employee does not report to work promptly at the end of a personal leave, it will be accepted as a resignation.

Medical Leave (Unpaid)

The NYSAcademy provides unpaid medical leaves of absence to eligible employees who become temporarily unable to work due to a serious health condition or disability. In order to receive medical leave, you must specifically request it. If you think you will need a medical leave, submit your request in writing to the human resources office at least 30 calendar days in advance of the date the leave would start. This will help the NYSAcademy plan for your possible absence, including processing of proper paperwork and coordination with the employing unit. If it is an unexpected situation, the employee should make the request as soon as the circumstances are known.

A health care provider's statement will be required to verify the need for medical leave and the start and expected end dates. You are responsible for notifying the NYSAcademy about any subsequent changes to that information. Before you can return to work, you are required to provide verification from a health care provider stating that you are fit to return. Medical leaves are normally for the period of the restriction. Before beginning an unpaid medical leave, you must first use any available accrued paid time off.

Benefit accruals, such as PTO or holiday benefits, will be suspended during a medical leave and will resume when you return to active employment.

If you incur a work-related injury, you are eligible for a medical leave for the period of disability in accordance with the laws covering worker's compensation absences.

To help the NYSAcademy plan for your return from leave, you must provide at least two week's notice of your expected return date. When you return from medical leave, every reasonable effort will be made to return you to the same position if it is available. The NYSAcademy, however, cannot guarantee reinstatement in all cases.

If an employee does not report to work promptly at the end of a medical leave, it will be accepted as a resignation.

Family Medical Leave (Unpaid)

The NYSAcademy provides up to 12 weeks of unpaid family medical leave of absence within a 12 month period to eligible employees who need time off from work duties to address a personal serious health condition, or to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child. Family leave may also be

requested to care for a child, spouse, or parent with a serious health condition. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility. It also includes continuing treatment by a health care provider. Eligible employees must have been employed for at least 12 months of full-time service to the NYS Academy to qualify for a family medical leave request.

The National Defense Authorization Act for FY 2008 (NDAA) amendments signed into law on January 28, 2008, permits care for a “member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.” It also permits up to 12 weeks of leave because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Service members need not be deployed overseas for employees to be eligible for leave. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

If you think you will need a family leave, notification should be given to your supervisor 30 days in advance of the date the leave would start. This will help the NYS Academy plan for your possible absence, including processing of proper paperwork and coordination with the employing unit. If it is an unexpected situation, the employee should make the request as soon as the circumstances are known.

If you request family leave due to the serious health condition of a child, spouse, or parent, you will be required to submit a health care provider's statement verifying the need for a family leave, the start and expected end dates, and the estimated time required.

Subject to the terms, conditions, and limitations of the applicable plans, the NYS Academy will provide health insurance benefits until the end of the month in which a family leave begins. At that time, you will become responsible for the full cost of those benefits in order for coverage to continue. When you return from family leave, the NYS Academy will resume providing those benefits according to the applicable plans.

Benefit accruals, such as PTO or holiday benefits, will be suspended during a family leave and will resume when you return to active employment.

To help the NYS Academy plan for your return from leave, you must provide at least two week's notice of your expected return date. When you return from family leave, every reasonable effort will be made to return you to the same position if it is available. The NYS Academy, however, cannot guarantee reinstatement in all cases.

If an employee does not report to work promptly at the end of a family medical leave, it will be accepted as a resignation.

Military Leave (Unpaid)

The NYS Academy will grant a military leave of absence to employees who are absent from work because they are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You are required to give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

The military leave will be unpaid. You may, however, use any available accrued paid time off for the absence.

Benefit accruals, such as PTO or holiday benefits, will be suspended during a military leave and will resume when you return to active employment.

Employees who are on military leave for up to 30 days must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). Employees who are on military leave beyond 30 days must apply for reinstatement in accordance with USERRA and all applicable state laws.

When you return from military leave (depending on the length of military service in accordance with USERRA), you will be placed either in the position you would have attained if you had remained continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed. If you have questions about military leave, contact the executive director for more information.

Timekeeping

Nonexempt employees are responsible for accurately recording the hours they work. This information also helps the NYS Academy comply with the laws that require the NYS Academy to keep accurate records of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" is defined as all the time nonexempt staff spend performing assigned duties.

If you are a nonexempt employee, you must accurately record the time you work using the NYS Academy's payroll system, QuickBooks. Advance supervisory approval is required before working any overtime hours.

You are responsible for signing your leave and time records to certify their accuracy. Your supervisor will also review and sign the leave and time records before submission for payroll processing.

Paydays

All NYS Academy employees are paid biweekly. Each payroll includes earnings for all work performed through the end of the previous payroll period.

The NYS Academy requires non-temporary employees to enroll in direct deposit. Once direct deposit is established, you receive an itemized statement of wages online, instead of a paycheck.

Pay Deductions

The NYS Academy is legally required to make certain deductions from every employee's compensation. Among these deductions are withholdings of federal and state taxes as appropriate. The NYS Academy is also legally required to deduct Social Security taxes on your earnings up to a maximum amount, which is called the Social Security "wage base." The NYS Academy contributes to your Social Security by matching the amount of Social Security taxes deducted from your compensation.

Safety

The success of any safety program depends on the alertness and personal commitment of everyone. The NYS Academy is committed to supporting a safe and healthy work environment for its employees, affiliates, and stakeholders. A separate Safety and Emergency Plan has been adopted by the NYS Academy and is provided to each employee. The Safety and Emergency Plan is available on the NYS Academy's intranet.

Tobacco and Drug-Free Workplace

Smoking and other tobacco use is prohibited throughout the workplace. Illegal drugs are prohibited.

Motor Vehicle Operating Policy

The NYSAcademy maintains a separate motor vehicle operating policy available on the NYSAcademy's intranet to provide a safe and healthy environment for students, delegates, employees, and guests. This policy and included procedures are intended to safeguard people, protect equipment, reduce operating costs, and reduce the frequency and severity of accidents involving NYSAcademy Vehicles. Employees who operate NYSAcademy vehicles must adhere to the terms of this policy. The NYSAcademy reserves the right to deny or revoke driving privileges in the event that the NYSAcademy determines that the individual's use of the NYSAcademy Vehicle poses a risk to the NYSAcademy or the public.

Procurement Policy

The NYSAcademy maintains a separate procurement (purchasing) policy that standardizes the procedures for the procurement of supplies and other expendable property, equipment, real property, and other services by the NYSAcademy. Employees with purchasing authority are required to follow the policy, available on the on the NYSAcademy's intranet. The Procurement Policy is available on the NYSAcademy's intranet.

Schedules, Attendance, and Punctuality

Supervisors are authorized to define work schedules, including breaks and overtime, and to alter these as may be necessary to address operational needs. Flexible work schedules are within the authority of the supervisor to grant or deny.

As an employee of the NYSAcademy, you are expected to be reliable and punctual by reporting for work on time and as scheduled. When you are absent or late, it places a burden on other employees and can impact productivity and service. In the rare instances when you cannot avoid being late or are unable to work as scheduled, be sure to notify your supervisor as soon as possible so that appropriate arrangements can be made.

Because unplanned absences can be disruptive to work, a poor attendance record or excessive lateness may lead to disciplinary action, up to and including termination of employment.

Meal Periods

All NYSAcademy employees working a minimum of six consecutive hours are to be provided the opportunity for a meal period of at least 30 minutes. Supervisors will reasonably schedule meal periods to accommodate operating requirements. During meal periods, you will be relieved of all work responsibilities and restrictions and will not be compensated for that time.

Overtime

There may be times when operating requirements or other needs cannot be met during regular working hours. If this happens, you may be scheduled to work overtime hours. When possible, attempts will be made give advance notice of a mandatory overtime assignment. The NYSAcademy does not allow overtime to be worked without the approval and authorization of the executive director.

All nonexempt employees will be paid overtime compensation in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. For this reason, paid or unpaid time off and leaves of absence are not considered hours worked for the purpose of calculating overtime pay.

If you fail to work scheduled overtime or work overtime without receiving your supervisor's prior authorization, you may be subject to disciplinary action, up to and including possible termination of employment.

Sexual and Other Unlawful Harassment

It is the NYSAcademy's belief that its employees and program participants are the primary means by which the goals and objectives of the NYSAcademy are met. To that end, the rights of all persons must be respected. The complete policy is available on the NYSAcademy's intranet.

Discipline

This section describes the policy for administering discipline for unsatisfactory performance, conduct, or policy compliance at the NYSAcademy. The NYSAcademy believes that the best disciplinary measure is the one that does not have to be enforced and comes from good leadership and proper supervision at all employment levels.

The NYSAcademy also believes that it is in the best interests of the NYSAcademy to ensure consistent treatment of similarly situated employees and assure that disciplinary actions are prompt, uniform, and impartial. The primary purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory performance in the future.

Although your employment is based on mutual consent, and both you and the NYSAcademy have the right to terminate employment at will, with or without cause or advance notice, the NYSAcademy may use various disciplinary measures at its discretion. Disciplinary action may include any of the following actions -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences.

With respect to most disciplinary situations, progressive discipline will be used, and includes following steps: a first offense results in a verbal warning; a subsequent offense results in a written warning; an additional offense may result in termination of employment.

The NYSAcademy recognizes that there are employee behaviors and impacts that are serious enough to justify suspension or termination of employment, without the typical progressive discipline steps. While it is impossible to list every situation that may be considered a serious offense, the Work Environment Policy includes examples that may result in immediate suspension, termination of employment or other disciplinary action.

Disciplinary documentation will be written by the executive director, following an investigation including opportunities for input by the employee and supervisor. The documentation will be provided for signature by the employee and supervisor, and maintained in the employee's personnel file where it will be retained as part of the person's employment history.

The NYSAcademy hopes that most employee problems can be corrected at an early stage, benefiting both employees and the NYSAcademy.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any corporation, and many of the reasons for termination are routine. Some of the most common circumstances for employment terminations are:

- Resignation - voluntary employment termination initiated by an employee

- Discharge - involuntary employment termination initiated by the organization generally resulting from a disciplinary process
- Layoff - involuntary employment termination initiated by the organization for nondisciplinary reasons
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization

The NYSAcademy will generally schedule an exit interview at the time of employment termination. The exit interview is an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of any outstanding debt to the NYSAcademy, or return of NYSAcademy-owned property. It is also a time for you to voice any suggestions, complaints, and questions you may have.

Your benefits are affected by termination in several ways. All accrued, vested benefits that are due and payable at termination will be paid out.