

**STUDENT ASSOCIATION OF  
BINGHAMTON UNIVERSITY, INC.  
EMPLOYEE HANDBOOK**



## **Welcome to Student Association of Binghamton University!**

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our association and answer many of your initial questions.

As an employee of Student Association of Binghamton University, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our students and to do so more efficiently and economically than our competitors. By satisfying our students' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our association's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.



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## **The Way We Work**

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## A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the association. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the association. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The association retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the association. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The association complies with federal and state law and this handbook generally reflects those laws. The association also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the association reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the president of the association. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the president of the association.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

**OUR ASSOCIATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE ASSOCIATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ASSOCIATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE ASSOCIATION.**

This Employee Handbook refers to current benefit plans maintained by the association. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## Building for the Future

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. Rather than look at generating sales and revenue as an "undesirable task", we look at it as a "must" situation. How do we continue to generate revenues to ensure a secure future and continued opportunities for all employees? With teamwork. Together we must meet the challenges we face on a daily basis.

In general, we have mentioned benefits, responsibilities and operations. We have saved the most crucial component of this business for last -- You.

At all times, you represent the association, and it is up to each one of you to take this responsibility seriously. Our association exists with your joint efforts. Don't underestimate your contribution to it. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our students. They will determine how fast we grow, how many people we will employ, how much service we render and the profit we make. In order to retain these students, we want to ensure that our good service continues by always giving our students the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

## **Equal Employment Opportunity**

Our association is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In New York, the following also are a protected class: age [18 and over]; race; creed; color; national origin; sexual orientation; sex (including gender identity and transgendered status); disability (including gender dysphoria or use of a guide dog, hearing dog, or service dog); predisposing genetic characteristics; military status; familial status; marital status; victims of domestic violence or stalking; for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties; legal use of consumable products or legal recreational activities off association premises during nonworking hours; previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public; or based on an individual's status as having a known relationship or association with a member or members of a protected category under New York Human Rights Law.

You may discuss equal employment opportunity related questions with the financial director or any other designated member of management.

## Pregnancy Accommodation

The association will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the association will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The association may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the financial director.

## **Americans with Disabilities Act**

Our association is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the financial director of the need for accommodation. Upon doing so, the financial director may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The association will not seek genetic information in connection with requests for accommodation. All medical information received by the association in connection with a request for accommodation will be treated as confidential.

## **A Word About our Employee Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In New York, the following also are a protected class: age [18 and over]; race; creed; color; national origin; sexual orientation; sex (including gender identity and transgendered status); disability (including gender

dysphoria or use of a guide dog, hearing dog, or service dog); predisposing genetic characteristics; military status; familial status; marital status; victims of domestic violence or stalking; for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties; legal use of consumable products or legal recreational activities off association premises during nonworking hours; previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public; or based on an individual's status as having a known relationship or association with a member or members of a protected category under New York Human Rights Law.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.

- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, students, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:**

1. Ornella Harvey, financial director at (607) 777-4020, University Union West 203, 4400 Vestal Parkway East, Binghamton, NY 13902 or oharvey@binghamton.edu.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The association will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other association policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## Categories of Employment

For purposes of this handbook, FULL-TIME EMPLOYEES regularly work at least a 40-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME EMPLOYEES may be different.

PART-TIME EMPLOYEES work less than 40 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your manager will notify you of your employment classification.

## Anniversary Date

The first day you report to work will be recorded in association records as your anniversary date. This date may be used to calculate many different association benefits. If you have any questions regarding your anniversary date, please see your manager.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our association is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the association.

## **New Employee Orientation**

Upon joining our association, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your manager.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify your manager as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your manager. (S)he is a good source of information about the association and your job.

## Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your manager so that the problem can be settled by examination and discussion of the facts. We hope that your manager will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your manager or if you would like further clarification on the matter, request a meeting with the financial director. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the president.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your manager or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.



## **Your Pay and Progress**

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## Recording Your Time

Non-exempt employees must record their hours on the computer.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

## Payday

You will be paid biweekly on Thursday for the period that ends on the previous Sunday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to your office manager immediately. Your office manager will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The association is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The association will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with your office manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our association is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our association will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Pay Advances**

Pay advances will not be granted to employees.

## **Overtime**

There may be times when you will need to work overtime so that we may meet the needs of our students. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your manager.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your office manager.

## **Reporting Time Pay**

The association will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

## Time Away From Work and Other Benefits



## Holidays

Our association will be closed on the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
(\*Other holidays and breaks may be observed  
days based on the University calendar)

Employees will not be paid for the above holidays, except where state or federal wage and hour law dictates otherwise.

## **Jury Duty**

Employees summoned for jury duty will receive unpaid leave, except that you shall receive the first \$40 of your daily wages during the first three days of jury service in a state or local court.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with your manager as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Voting Leave**

Our association believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your manager of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to your manager as soon as possible.

## **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Military orders should be presented to your manager and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the association unless military necessity makes this impossible. You must notify your manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from your manager.

## **Family Military Leave**

Eligible employees who are the spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict to a combat theatre or combat zone may take up to ten days of unpaid family military leave during the military service member's leave or deployment.

To be eligible for family military leave, employees must work an average of twenty hours or more per week.

## **Volunteer Emergency Responders Leave**

During the time that an emergency exists following a declaration of emergency under the law, the association will grant a "volunteer emergency responder" an unpaid leave of absence while engaged in the actual performance of his or her duties as a volunteer firefighter or an enrolled member of a volunteer ambulance service unless the association determines that the employee's absence would impose an undue hardship on association business.

The association will only grant leave when it has previously received written documentation from the head of the fire department or volunteer ambulance service documenting the employee's status as a volunteer firefighter or member of a volunteer ambulance service.

Upon request, the employee must provide the association with a notarized statement from the head of the volunteer fire department or volunteer ambulance service certifying the period of time that the employee responded to any emergency.

For more information regarding this leave, see your manager.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify your manager of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Bone Marrow Donation Leave**

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate bone marrow.

Please provide your manager with written physician verification of the purpose and length of each leave.

For more information regarding this leave, please see your manager.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Blood Donation Leave**

Employees who work an average of 20 or more hours per week are entitled to up to three hours of unpaid leave in any 12-month period to donate blood.

The 12-month period will be based on the calendar year.

Employees must give “reasonable notice” of their intent to take leave to give blood.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

For more information regarding this leave, please see your manager.

## **Victims of Crime Leave**

The association will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the association reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Federal Family and Medical Leave Act**

The federal Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the association in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the association over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

**Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave



entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “spouse” is the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state where the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages, or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

## **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is a rolling backward 12-month period from the date an employee uses any FMLA. For leave to care for a covered servicemember, the association calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

## **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the association's operations.

## **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the association may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the association's

normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the association will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the association may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the association if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the

association's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the association request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The association will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the association will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the

association will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the association will provide a reason for the ineligibility. The association will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the association determines that the leave is not FMLA-protected, the association will notify the employee.

### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the association's standard leave of absence and attendance policies. This may result in termination if you have no other association-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the association's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Other Employment**

The association generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

## **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

## **Employer's Compliance with FMLA and Employee's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the association encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of your manager, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that

may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment briefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the

line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26

workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver



Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.

3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.

8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the association and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The association reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## **Short-Term Disability Insurance**

Employees are eligible for short-term disability insurance after four consecutive weeks of full-time employment or 25 days of regular part-time employment in accordance with state law. Other employees may also be eligible for this insurance, depending on the employee's previous employer. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a maximum each week, as specified by law, for up to 26 weeks.

The cost of this insurance is fully paid by the association.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from your manager.

## **Pregnancy Accommodation**

The association, consistent with state law, will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the association shall explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- acquisition of equipment for sitting;
- more frequent or longer breaks;
- periodic rest;
- modifying work hours/schedules;
- job restructuring;
- break time and private non-bathroom space for expressing breast milk;
- modified work schedules; or
- time off to recover from childbirth.

The association may require the employee to provide a certification in connection with a request for reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your manager.

## Family Leave Benefits

Beginning January 1, 2018, or at the commencement of employment, whichever is later, eligible employees will receive up to eight weeks of leave during the designated 52-week calendar period for qualified family needs. While on leave, employees will receive wage replacement based on a percentage of the employee's average weekly wage up to a maximum amount specified by law. If applicable, the association will maintain the employee's existing health benefits for the duration of such leave as if the employee had continued to work from the date he or she commenced leave until the date he or she returns to employment.

Benefits may be fully-funded through mandatory employee payroll deductions as permitted by law.

To be eligible for benefits, employees who work an average of at least 20 hours per week must have completed at least 26 consecutive weeks of employment; employees who work an average of less than 20 hours per week must have completed at least 175 days of employment. Where an employee's (1) regular work schedule is 20 hours or more per week but the employee is not expected to work at least 26 consecutive weeks; or (2) an employee regularly works less than 20 hours per week and is not expected to work at least 175 days in a 52-consecutive week period, the employee will have the option of filing a waiver of family leave benefits.

Family leave benefits can be used:

1. To provide care for a family member with a serious health condition (including physical or psychological care); or

2. To bond with the employee's child during the 12 months following the child's birth; or the 12 months following the placement of a child for adoption or foster care with the employee; or
3. Because of a qualifying exigency provided for under the Family and Medical Leave Act (FMLA), arising out of the fact that the spouse, domestic partner, child, 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 of the United States.

The association may allow the employee to charge all or part of his or her family leave to accrued but unused paid leave so that the employee may receive his or her full regular wages.

If the need for leave is foreseeable, the employee must provide the association with at least 30 days' notice. Foreseeable reasons include, but are not limited to, birth of a child, anticipated placement date for adoption or placement of a foster child, planned medical treatment for a family member or covered service member; or other known military exigency. If the need for leave is not foreseeable, the employee must provide the association with notice as soon as is practicable. Notice should include the qualifying event and the anticipated timing and duration of the leave. The employee may be required to provide certification of the need for leave and/or re-certification where necessary. Please see your manager to request leave and obtain the Request for Paid Family Leave and Certification form.

Family member means a child (biological, adopted, foster, step, legal ward, or child of domestic partner), parent (biological, adoptive, foster, step, in-law, legal guardian or person who stood *in loco parentis* to the

employee as a child), grandparent, grandchild, spouse or domestic partner.

The association is not required to permit more than one employee to use the same period of family leave to care for the same family member at the same time.

This leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave, where permitted by state or federal law.

An employee may not receive both state disability benefits and family leave benefits for the same period of time. An employee is not entitled to a combined amount of leave under state disability benefits and family leave benefits that exceed 26 weeks in a 52-week period.

At the end of leave, employees will be returned to their former position or a position comparable in status and pay.

The association does not discriminate or retaliate against employees for taking or requesting family leave in accordance with law. Supervisors and managers are prohibited from discriminating or retaliating against employees for taking or requesting family leave.

Contact your manager for further information or to request leave.

## **Social Security**

During your employment, you and the association both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from your manager.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident to your manager as soon as reasonably possible. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **On the Job**

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## **Confidentiality of Student Matters**

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling student matters.

To maintain this professional confidence, no employee shall disclose student information to other students, friends, or members of one's own family.

Questions concerning student confidentiality may be addressed with your manager.

## **Care of Student Records**

The impression that students have of our association is based, in part, on the way we care for their records. If we are careless with their files and records, students may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that student files are handled with care.

When possible, obtain all material from student files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for student material be fulfilled unless prior written permission is received from your manager.

## **Wage Disclosure Protection**

The association, consistent with New York law, will not take adverse employment action or retaliate against an employee for inquiring about, discussing or disclosing (i) the employee's wages or (ii) the wages of another employee where prior permission has been obtained from the employee.

Nothing in this policy shall require an employee to disclose his or her wages in response to any inquiry. Further, nothing in this policy shall be construed to permit an employee who has access to the wage information of other employees as part of such employee's essential job functions, to disclose the wages of such other employees to individuals who do not otherwise have access to such information, unless such disclosure is in response to a complaint or charge, or in furtherance of an investigation, proceeding, hearing or action under New York law, including an investigation conducted by the association.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our association. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your manager as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying the association, it is assumed that you have voluntarily abandoned your position with the association, and you will be removed from the payroll.

## **Meal Time**

Employees working a shift of more than six hours will be provided at least 30 unpaid minutes for a meal between 11:00 a.m. and 2:00 p.m. Employees working a shift that starts before 11:00 a.m. and continues past 7:00 p.m. will be provided an additional unpaid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Employees working a shift of more than six hours between 1:00 p.m. and 6:00 a.m. will be provided an unpaid meal period of at least 45 minutes midway through the shift. Approving the scheduling of this time is the responsibility of your manager.

## **Lactation Breaks**

The association will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. In New York, lactation breaks will be provided for the following length of time after the birth of the child:

### **New York Employees**

Up to three years following the child's birth.

The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The association will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your manager to request time to express breast milk under this policy. The association reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your manager.

## **Standards of Conduct**

Each employee has an obligation to observe and follow the association's policies and to maintain proper standards of conduct at all times. Failure to adhere to the association's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the association. The association does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the association's policies or safety rules; failing to work in a cooperative manner with management, co-workers, students and others who do business with the association; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours,

while engaged in association activities or in association vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the association's EEO and No Harassment policies; performing outside work or use of association property, equipment or facilities in connection with outside work while on association time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

## **Student and Public Relations**

Our association's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that students have toward our association may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a student for granted, but if we do we run the risk of losing not only that student, but his or her associates, friends or family who may also be students or prospective students.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Non-Solicitation**

The association believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful

of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Distribution**

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the association's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on association premises at any time. Literature that violates the association's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your manager promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the association's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your manager at once.

## **Personal Property**

The association is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

## **Severe Weather**

Severe weather is to be expected during winter months. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your manager.

## **Personal Telephone Calls**

It is important to keep our telephone lines free for student calls. Although the occasional use of the association's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Unless used for business purposes, personal cellular telephones must be turned off or set to a silent alert during working hours while on association premises.

Using cellular telephones to text message during working hours while on association premises should be kept to a minimum.

## Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the association's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with students and other business acquaintances for business purposes.

Association Control of Systems and Electronic Communications: All electronic communications contained in association systems are association records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the association. The systems and electronic communications are accessible to the association at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without

further notice. Employee communications on our system are not confidential or private.

The association's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the association at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the association's business models, business services, blue prints, student lists, vendor agreements, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on association systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict

employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use association systems in a manner that is unlawful, wasteful of association resources, or unreasonably compromises employee productivity or the overall integrity or stability of the association's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of association policies.

In addition, employees may not use our association systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your manager;
- To download, save, send or access any site or content that the association might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the association or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;

- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the association. You may not install password or encryption programs without the written permission of your manager. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The association complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the association may advise legal officials or appropriate third parties of policy

violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask your manager for advance clarification.

## **Social Media**

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the association.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames students, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age,

gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the association, fellow employees, students, and people working on behalf of the association or competitors.

Do not create a link from your blog, website or other social networking site to the association's website without identifying yourself as an association employee. Express only your personal opinions. Never represent yourself as a spokesperson for the association or make knowingly false representations about your credentials or your work. If the association is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the association. It is best to include a statement such as “The postings on this site are my own and do not necessarily reflect the views of the association.” You must refrain from using social media while on working time, unless authorized by the association.

Employees are encouraged to report violations of this policy. The association prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the association complies with state laws concerning access to an employee's personal social networking account, including restrictions

concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your manager.

## **Dress Policy**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our students' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct student contact, you represent the association with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the association, to the public and fellow employees.

## **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our association. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

## **Reference Checks**

Our association will not honor any oral requests for references. All requests must be in writing and on association letterhead. Generally, we will only confirm our employees' dates of employment and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our association. If you receive a request for reference information, please forward it to the financial director.

## **Protecting Association Information**

Protecting our association's information is the responsibility of every employee. Do not discuss the association's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our association must be forwarded to your manager.

The association's address shall not be used for the receipt of personal mail.

## **Conflict of Interest/Code of Ethics**

An association's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the association, or any of its students, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the association, interferes with an employee's business judgment concerning the association's best interests, or exploits an employee's position with the association for personal gain.

The association adheres to the highest legal and ethical standards applicable in our business. The association's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the association shall conduct their personal affairs such that their duties and responsibilities to the association are not jeopardized and/or legal questions do not arise with respect to their association or work with the association.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

## Contact with the Media

All media inquiries regarding the association and its operations must be referred to the president. The authorization to make or approve public statements on behalf of the association rests solely with the president. No employees, unless specifically designated by the president, are authorized to make statements on behalf of or as a representative of the association.

## Office Supplies

The association maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, tape dispensers, etc. used on a day to day basis by most of us. You can locate these supplies in the LOCKED blue file cabinet near the copier.

Should you need additional items not regularly stocked please see your manager to have supplies order via Staplesadvantage online as we have a state account with the University.

Remember — ALL office supplies are for business use only and should not be removed from the office for non-business use. The association takes office supply theft seriously and does not consider it to be different from stealing money or merchandise.

Noncompliance with any aspect of this policy will result in disciplinary action up to and including termination in accordance with the company policy.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide your manager with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the association.

Generally, we will confirm upon request our employees' dates of employment and job title.

Additionally, resigning professional staff, such as graduate assistants should complete a brief exit interview prior to leaving. All association property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the association may take action to recoup any replacement costs and/or seek the return of association property through appropriate legal recourse.

You should notify the association if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

## **Safety in the Workplace**

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## Each Employee's Responsibility

Safety can only be achieved through teamwork at our association. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your manager of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your manager immediately.
2. Report all workplace injuries as soon as reasonably possible to your manager even if no medical treatment is required. It is our sincere hope that you or your coworkers are never injured.
3. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the association's property is forbidden.
4. Use, adjust and repair machines and equipment only if you are trained and qualified.
5. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
6. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your manager.

7. Know the locations, contents and use of first aid and fire-fighting equipment.
8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to association property in the event someone, for whatever reason, may be unhappy with an association decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the association's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, students and the association, the association reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the association's property. In addition, the association reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the association, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the association.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the association's security procedures or any other association rules and regulations.

## **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your manager.

## **Smoking in the Workplace**

Our association is committed to providing a safe and healthy environment for employees and visitors. Smoking, including the use of e-cigarettes, is not permitted.

Violations of this policy may result in disciplinary action, up to and including discharge.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating association machinery, equipment or vehicles for work-related purposes or while engaged in association business off premises is forbidden except where expressly authorized by the association and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your manager immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **In An Emergency**

Your manager should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your manager, contact the nearest association official.

Should an emergency result in the need to communicate information to employees outside of business hours, your manager will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your manager when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your manager or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your manager to await further instructions or information.

Please direct any questions you may have about the association's emergency procedures to your manager.

## **Substance Abuse**

The association has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the students we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued

employment with the association the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on association paid time, on association premises, in association vehicles, or while engaged in association activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the association is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the association's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the association maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The association will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the association's policies and applicable federal, state or local laws.

The association further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of association issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the association has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Although the state has legalized marijuana for medicinal purposes, the association is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on association property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to your manager.



## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the Student Association of Binghamton University, Inc. Employee Handbook and I understand that it contains information about the employment policies and practices of the association. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the association retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the association. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the association reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the association. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS ASSOCIATION IS AN AT-WILL EMPLOYER.  
THIS MEANS THAT REGARDLESS OF ANY**

**PROVISION IN THIS EMPLOYEE HANDBOOK, THE ASSOCIATION OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ASSOCIATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE ASSOCIATION.**

I understand that this Employee Handbook refers to current benefit plans maintained by the association and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my manager or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_



## **Receipt of Updated Employee Handbook**

This is to acknowledge that I have received a copy of the updated Student Association of Binghamton University, Inc. Employee Handbook and I understand that it contains **updated and/or new** information about the employment policies and practices of the association. I agree to read and comply with this updated Employee Handbook. I understand that the policies outlined in this updated Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the association retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the association. I understand that this updated Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

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