



Employee Handbook



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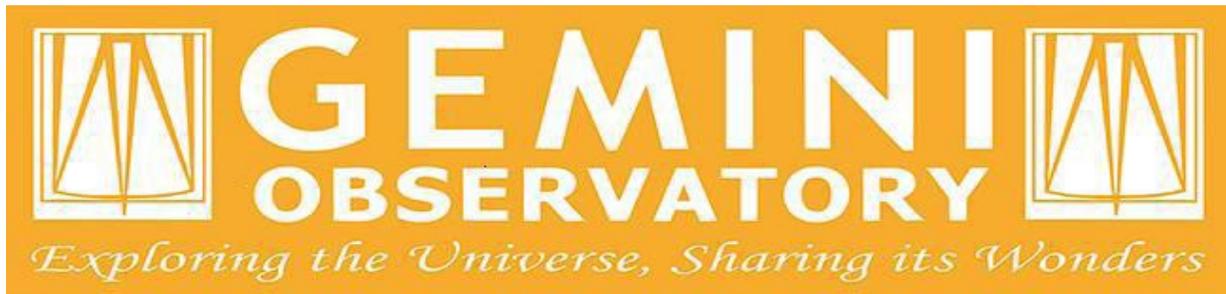
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GEMINI OBSERVATORY is part of the Association of Universities for Research in Astronomy, Inc., (AURA) a nonprofit association of thirty-seven United States member universities and seven international affiliates with strong teaching and research programs in astronomy and physics.

Formed in 1957, AURA manages GEMINI OBSERVATORY under an agreement with The National Science Foundation, which serves as the Executive Agency. AURA also manages the Space Telescope Science Institute in Baltimore, Maryland, and NOAO (The National Optical Astronomy Observatories), in Tucson, Arizona. A Board of thirteen Directors elected from the association membership sets policy for AURA and its Centers. The president of AURA through a small corporate office located in Washington, DC, manages AURA's executive and administrative affairs. AURA's mission is: "*To promote excellence in astronomical research by providing access to state-of-the-art facilities.*" AURA's corporate organization is further described at <http://www.aura-astronomy.org>

The international GEMINI OBSERVATORY is managed by AURA under a cooperative agreement with the National Science Foundation, which serves as executive agency for the Gemini partner countries: the United States, Canada, Chile, Argentina, Brazil and Australia. At the time of this printing, the United States has a 47.5% share in the Gemini partnership funded by the National Science Foundation. The telescopes are operational on Mauna Kea and Cerro Pachon.

The Gemini Telescopes are designed to offer an unprecedented combination of light-gathering power and image quality. New developments in mirror and support technologies will enable near-diffraction-limited image performance at near-IR wavelengths. The astronomically superb sites, dual-hemisphere sky coverage and outstanding optical and infrared performance will establish Gemini as a premier telescope facility.

Preface

To all Gemini Employees

The Employee Handbook covers policies and procedures that most directly affect the employee. Additional policies are available on the Gemini Internal Website, on file in the Human Resources Department, or as part of the AURA policy manual on the AURA website. The employee may refer questions to his/her manager or to Human Resources. Any comments and suggestions for improvement should be passed on to the Human Resources Manager since a free exchange of information is vital to our joint effort to make this an even better place to work.

This Handbook does not pertain to GEMINI's Local Chile hires, who operate under the rules and regulations of the AURA-O Handbook

No statement of policy or practice contained in this Handbook is intended as a contractual commitment to any employee or group of employees. AURA reserves the right at any time to change or cease any or all of the policies contained herein or to take actions, which may be contrary to a policy or practice, described here.

GEMINI OBSERVATORY

Our working culture

Nuestra cultura de trabajo

- ◆ Treating others as we would like to be treated
- ◆ Tratando a los demás como queremos ser tratados

- ◆ Striving for personal and institutional growth over status quo
- ◆ Luchando tanto por el crecimiento personal como por el crecimiento institucional sobre el status quo

- ◆ Taking responsibility and accountability for our actions
- ◆ Asumiendo la responsabilidad de nuestras acciones

- ◆ Acting with integrity in all we do
- ◆ Actuando con integridad en todo lo que hacemos

- ◆ Having mutual trust in all relationships
- ◆ Confiando mutuamente en todas nuestras relaciones

- ◆ Nurturing safety of people and equipment in all our actions
- ◆ Fomentando la seguridad de las personas y equipos en todas nuestras acciones

I. General Employment Policies

AURA Corporate Statement

Equal Employment

AURA, through responsible managers, shall recruit, hire, upgrade, train, and promote in all job titles without regard to race, color, religion, sex, national origin, age, handicap, lawful political affiliation, marital status, or veteran's status. All personnel actions, such as compensation, benefits, transfer, layoff, return from layoff, company-sponsored training, education tuition assistance, and social and recreation programs will be administered without regard to race, color, religion, sex, national origin, age, handicap, lawful political affiliation, marital status, or veteran's status. Managers will base employment decisions on the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

Statements of AURA's Equal Employment Opportunity Policy appear in the AURA Policy and Procedures Manual.

AURA has developed **Affirmative Action Programs** to assure prompt, aggressive, and meaningful implementation of this policy of equal opportunity and to meet the requirements of the various Federal and State laws and regulations and Executive Orders that apply.

The assurance of equal opportunity to all present and prospective employees is considered by AURA as a primary responsibility to be assumed and shared by all employees. Each is expected to assume the responsibility and to extend the cooperation necessary to make equal opportunity a reality. In particular, managers have key responsibilities in assuring the proper functioning of the program and are responsible to inform their staff of the meaning of equal opportunity and affirmative action. Equal opportunity will be achieved through affirmative action but will become part of the spirit of our organization only when each employee accepts his or her share of the responsibility.

Any questions regarding this program should be directed to the Human Resources Manager for GEMINI OBSERVATORY, who has been designated as Manager of the Affirmative Action Program and of the Handicapped and Veteran's Programs. As such, the Human Resources Manager is assigned overall responsibility for administering and monitoring the programs. The Affirmative Action Plan is available for employees' review during normal business hours in the Human Resources Department and at the various remote sites. In addition, the corporate office may be contacted directly at its Washington office (202) 483-2101).

The equal employment opportunity policy statement will be reiterated and reaffirmed on an annual basis, although the spirit and responsibilities of the policy are ongoing.

From:

President

Association of Universities for Research in Astronomy, Inc.

Drug-Free Workplace

AURA recognizes the problems illegal drugs have created in society and in the workplace. The federal government in implementing the Drug-Free Workplace Act of 1988 requires federal contractors to certify to their contracting agency that they will maintain a drug-free workplace. To comply with the provisions of the Act, AURA has adopted the following policy:

AURA employees are expected and required to report to work on a timely basis and in appropriate mental and physical condition for work. It is AURA/Gemini Observatory's intent and obligation to provide a drug-free, healthful, safe, and secure work environment. The unlawful manufacture distribution, dispensation, possession, or use of a controlled substance on AURA premises or while conducting official business off AURA premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences. Employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off AURA premises while conducting official business. A report of a conviction must be made to the Human Resources Manager within five (5) days after the conviction. The Drug-Free Workplace Act of 1988 mandates this requirement. Gemini will notify its contracting agency within ten (10) days after receiving notice of employee convictions for drug statute violations occurring on or off site while conducting official business.

The Human Resources Department is available to help any employee as to the local resources of drug counseling, rehabilitation, and group health insurance benefits. Gemini may require satisfactory participation in a drug abuse assistance or rehabilitation program for employees. Gemini will continue to make a good faith effort to maintain a drug-free workplace through the actions stated above.

US Immigration Law

Employees recruited and hired for a wage after November 6, 1986, pursuant to the U.S. Immigration Law (IRCA), are subject to a document inspection process (Refer to form I-9). Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9. This applies to all employees regardless of citizenship. This verification process must take place within three (3) business days of hire date.

Each employee is asked to testify and to provide documentation showing he/she meets one of the following criteria:

- a) a citizen or national of the United States, or
- b) an alien lawfully admitted for permanent residence, or
- c) an alien authorized to work in the United States.

Employees from certain Middle Eastern, Asian and African countries are required to register with the DHS (Department of Homeland Security). Aliens living and working in the United States are required to inform the USCIS (United States Citizenship and Immigration Services) within ten (10) calendar days whenever they change address or employment.

The form and instructions are available on the USCIS web site: www.uscis.gov . Former employees who are rehired must also complete the I-9 form if they have not completed an I-9 with Gemini within the past three (3) years or if their previous I-9 is no longer retained or valid.

II. Conditions of Employment

Application for Employment

All prospective employees are required to fully complete an application for employment. Applications must be signed by the applicant attesting to the truthfulness of the information provided on the application. In addition, authorization for pre-employment inquiries must accompany the application. Falsification of an application and/or resume is grounds for dismissal, regardless of when the false information may be discovered. Assertions of degrees will be checked. All applicants are encouraged to complete the Invitation to Affirmative Action form attached to the application. All employees are employed by AURA, assigned to Gemini Observatory. The terms "AURA" and "Gemini Observatory" may be interchanged in this Handbook.

Classification of Employees

Gemini has three categories of employment. The relevant definitions are described below:

- a. Regular Staff are full-time employees who are regularly scheduled to work forty (40) or more hours per week and unless otherwise stated, have no definite limit to the contemplated term of service as long as service is satisfactory.
- b. Part-time Staff are those hired to perform less than full-time work during the standard workweek. Employees working less than twenty (20) hours per week are not eligible for certain AURA and statutory benefits as outlined in this Handbook.
- c. Temporary Staff are full-time or part-time employees hired to meet a specific workload or project of a predetermined duration of less than six months.

Exempt or Non-Exempt Status

Under the wage and hour laws, employees are classified as exempt or non-exempt employees. Employees will satisfy one of these two classifications depending on the employee's duties and salary. Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act (FLSA) and the state wage and hour laws. Employees in the non-exempt classification are entitled to overtime pay for actual work performed in excess of forty (40) hours in a workweek. Exempt employees include all eligible employees who meet the requirements as set by the FLSA as exempt from the overtime provisions of the federal FLSA and the state wage and hour laws.

Duration of Employment – At Will Statement

Except for tenure appointments, no definite duration is implied by employment. Continued employment is *at will* of both employer and employee; that is, you retain the right to terminate your employment with AURA, without prior notice or reason, and AURA retains the right to terminate your employment at any time without prior notice or reason.

Employment of Relatives Refer to AURA policy

AURA may employ relatives of employees, or minors, with the express approval of the Director or a designee. Each case is judged on its own merit.

Outside Employment Refer to AURA

The primary obligation of each employee is to carry out that part of AURA's program for which he or she is responsible. Consideration of outside employment or consultation responsibilities should be guided by this principle, and none should be undertaken which is in conflict with it. Written approval by the Director is required before outside work may be accepted. Employees considering, or engaged in, outside employment are advised to carefully read the policy. Details are covered in the AURA Policy and Procedures Manual and are available in the Human Resources Department.

Performance Reviews

The department manager and the employee must establish the standard of performance considered acceptable and reasonable for each aspect of the employee's job. These standards should be put in writing so there is no misunderstanding later. The manager will compare the employee's actual performance to those standards from time to time and discuss it with the employee. Formal Performance Reviews are conducted annually.

Position Descriptions

Gemini Observatory has job descriptions on file in the Human Resources Department. These are general and in some cases must be supplemented to reflect the understanding the employee and the employee's manager have of the specific job responsibilities. When a new position is approved for recruitment, the manager submits a job description of the new position to the Human Resources Department.

Orientation period

There is a customary six (6) month orientation period for new employees that relates to job performance and not to salary.

Professionalism Standards of Conduct

As professionals, all employees are expected to conduct themselves in a professional manner. This includes respect for other Observatory employees, honesty, and teamwork. Employees are expected to conduct themselves in a professional manner when interacting with co-workers, outside vendors, visitors, visiting scientists/astronomers, and the community at-large.

Conflict of Interest

As a recipient of federal funding, AURA has a responsibility to ensure public stewardship of such funds and those related activities including research, observatory operations, community participation and public education and outreach. The public community should be confident that such activities remain unencumbered by potential conflicts of interest that might affect the sound judgment of officers, management, and staff. AURA recognizes that the decisions and actions of its employees may directly influence the public's perception of AURA as a whole.

The full policy is included in AURA's Personnel Policies and Procedures manual, Section A.IX, which can be found here:

<http://www.aura-astronomy.org/about.asp?aboutType=policies>.

Responsible Conduct of Research

Ethical and responsible conduct of research is essential in promoting excellence and in establishing public trust in science and engineering. AURA is committed to foster and promote ethical decision making and professionalism, and requires that everyone engaged in research at AURA Centers understands and abides by appropriate principles in conducting research.

The full policy is included in AURA's Personnel Policies and Procedures manual, Section A.XIX, which can be found here:

<http://www.aura-astronomy.org/about.asp?aboutType=policies>.

Promotion and Transfer

Qualified employees will be considered for promotion to vacant positions before outside recruiting sources are used. Vacancies are advertised internally to all staff.

Salary Ranges

Salary ranges are established for each position in accord with prevailing practice and AURA policy. Wage surveys are conducted locally and nationally, as necessary, to ensure that our salary ranges are in line with comparable positions of other firms within the recruiting area for the particular skill.

Salaries normally are kept within the established ranges. They are reviewed annually on an individual basis and also may be reviewed when there is a significant change in

responsibilities between annual reviews. In the review process, each manager makes recommendations for merit increases or other adjustments for further review and final action by the Director or a designee and, in some cases, the AURA President and AURA Oversight Committee for Gemini Observatory.

AURA Recognition & Service Awards

AURA Service Awards

Service awards are presented after five (5) years of active service with AURA and for each succeeding five-year (5-year) period thereafter.

AURA Outstanding Achievement Awards Program

AURA recognizes and encourages outstanding contributions to science and to service to the astronomy community at AURA Centers. Accordingly, AURA has established the AURA Outstanding Achievement Award Program.

Each Center Director shall nominate annually one or two AURA staff members or a team for each award; science, service and technology. Awards are limited to one each per Center annually for recognition of: outstanding science achievement, outstanding service achievement and outstanding technological achievement. Nominations shall be submitted to the President, who will make the selection. For the Science Award, the President will consult with the relevant Management Council chair and vice chair.

The President (or his or her designee) shall present the awards. Each awardee shall receive a certificate stating the award and \$1,500 (taxable to awardee as income). After presentation AURA will notify the appropriate Management Council (OC, SOC, STIC, AOC-G, AMCL) and will ensure that an announcement appears in the relevant Center newsletter.

Gemini Recognition Bonus Award

The Gemini Recognition bonus award is a means for the Observatory to promote morale, productivity and to provide an immediate and visible recognition of individual employee contributions. *This award is subject to AURA Policy IV Compensation – Bonus Awards.*

Eligible Employees

All full and part time employees up to the Director level are eligible to receive bonus awards. Independent contractors and temporary employees, whether contracted for by the AURA or through an agency are not eligible to receive this award.

Criteria

The Gemini Recognition Bonus Award is to be used to recognize employee contributions that have exceeded expectations for exceptional performance. The contribution would be for action or accomplishment that is beyond normal expectations of the employee's regular day to day activities and assignments.

Award Amount

The Gemini Recognition Bonus Award is a one-time lump sum payment. All awards are

considered taxable income and will be reflected on the employee's income earning statement.

Gemini STARS Award

The award is based on the Gemini Working Culture Principles. **S.T.A.R.S.** is an acronym for the Working Culture Bullet points **S**triving for personal and institutional growth, **T**reating others as we want to be treated, **A**cting with integrity in all we do, **R**esponsibility for our actions and **S**afety of people and equipment.

We will be honoring one employee at each site, who exemplifies the Gemini Working Culture Principles in their everyday work. These employees will be nominated by you, their fellow co-workers, supervisors and managers.

You will find the nomination form at the bottom of this page. We need your help to make sure we honor those employees who best exemplify one or more of our working culture principles.

No Smoking Policy

Smoking and use of other tobacco products is strictly prohibited on all AURA premises (except in designated areas) and in AURA buildings and vehicles at all times. Smoking is not permitted at any AURA business or social function held at other locations except in authorized and designated areas. Hawaii County Ordinance requires that employees smoke outside the building, at least 20 feet away from the building windows and doors. All smoking materials must be properly extinguished and disposed of in an approved container.

III. Time Of Employment and Compensation

Hours of Work and Work Week

Regular, full-time employees are expected to work eighty (80) hours in a two-week period. Depending upon the employee's department, there may be some variation in the daily schedule for both hourly and salaried employees. Overtime work by non-exempt employees must be approved in advance by that employee's manager.

The manager will advise the employee of the expected work schedule, including lunch and any break periods. The duration and frequency of the employee's breaks are at the discretion of the employee's manager. Consideration is given to the requirements of the job and the employee's workload.

The workweek is typically Monday through Friday, 8 AM to 5 PM. Night shift and summit employees will necessarily have other work hours.

Overtime For Non-Exempt Employees

Exempt employees do not qualify for overtime pay. Non-exempt employees receive overtime pay for time worked as follows:

The employee's supervisor or manager must approve all overtime work in advance. For actual hours worked in excess of forty (40) hours in a regular workweek, one and one-half (1½) the normal rate is paid. For overtime work on holidays, regular and temporary *non-exempt* employees are paid one and one-half (1½) times the normal rate for hours worked on the holiday plus pay for the holiday, up to the number of hours the employee is normally scheduled to work that day. *Non-exempt employees may only work overtime hours when requested by their supervisor or manager and all overtime must be approved in advance.*

Non-exempt employees are expected to take their regularly scheduled lunch breaks and should not work through lunch, unless otherwise approved by their manager or the Director, under special circumstances.

Paydays

Gemini's pay period is bi-weekly, ending every other Saturday. Employees are paid every other Friday. Regular, Full Time employees are paid on one schedule and Temporary and Part Time employees are paid on another schedule. Check the *Schedules* section of the Human Resources webpage for the payroll schedules.

Employees may have their paychecks deposited directly into their bank account(s). For more information on this service, please contact the Human Resources Department.

Time Recording Procedures

Time cards are required of all staff, regardless of classification as “Exempt” or “Non-Exempt.”

Managers and/or supervisors are responsible for verifying the accuracy of the employee’s time card. The time card is confirmed as true and correct by both the employee and his/her manager/supervisor, because it is the record from which the employee is paid and furthermore, it is a legal document. Authorized timecards must be completed no later than Tuesday following the end of the pay period. Managers and/or supervisors are responsible for ensuring time cards are completed on time.

Falsification of a time card subjects the employee to serious disciplinary action up to and including termination. Managers are required to separately track all absences so that they are able to verify as accurate the information presented on the time card.

Each employee is responsible for verifying his/her pay stub to ensure it reflects the correct number of hours and deductions. Questions should be directed to payroll-GN@gemini.edu.

In the event the employee must be absent due to illness, and the employee has not accrued enough sick time, vacation time will be applied to any absences. In the event the employee does not have enough sick time or vacation time to cover the absence(s), the employee will not be paid for time missed from work. In no case are more than forty (40) hours of sick and/or vacation time in a given week applied to a regular workweek, even if the employee normally works overtime.

Court Leave & Jury Duty

Full-time employees called for jury duty or required to testify or participate in a court case not involving them as litigants will be allowed the necessary time off without loss of pay. Certification from the Court must be submitted to the employee's manager who is responsible for forwarding it to the Human Resources Department. Employees may retain reimbursement for court or jury duty. *Employees released early from jury duty are to report for work to complete the normal workday.*

Employees who work irregular schedules are expected to report for work at the normal starting time or upon release from court or jury duty.

Holidays

Gemini is managed under a “2 telescopes - 1 observatory” philosophy and achieving parity across both sites for the staff is an important component of our overall management strategy. The Gemini-North holiday schedule provides for parity between the Gemini-North and Gemini-South holiday schedules, the former having a schedule defined by local customs and laws and amounting to 13 (14 in an election year) holidays per year. The full list of holidays are posted on the [Human Resources webpage](#).

Holiday Pay

Employees are paid for the holiday at their regular rate of pay for the number of hours they normally work per day. For example, an employee normally scheduled to work 8 hours a day would receive 8 hours of holiday pay.

Non-exempt employees eligible for holidays will receive straight pay, which will not be counted towards overtime, for the holiday even if the day falls on a non-scheduled work day.

Non-exempt employees who are required to work on a scheduled holiday will be paid one-and-one-half (1½) times their hourly rate for each hour actually worked in addition to a flat amount of holiday pay equivalent to the regular rate of hourly pay times the number of hours the employee is normally scheduled to work per day. Exempt (salaried) staff who must work on a holiday are entitled to take that holiday anytime 2 weeks before or after the holiday is scheduled to occur.

The intent is to ensure holidays are taken reasonably close to the scheduled holiday, consistent with the philosophy of taking on average one (1) holiday per month, rather than “banking” them over the course of the year. All managers and supervisors should work with their supervisees to define alternate holiday dates for exempt staff, as required., Non-exempt (hourly) staff must be paid overtime if they work on a holiday; they cannot reschedule holidays in the event they must work on a holiday.

Holiday pay is not granted during vacation in conjunction with completion of employment. Holidays occurring during vacation or sick leave will be paid and not charged against vacation or sick leave. Holidays occurring during leave without pay will not be compensated. Employees commuting during a holiday may refer to *Holidays While Commuting*.

Holiday Pay and Overtime for Non-Exempt Employees

Overtime pay will occur only if the employee actually works more than forty (40) hours in a given week. *For the purpose of calculating or computing overtime, holidays are not counted as time worked. The only exception to this policy would occur if an employee actually worked on a holiday. .*

Holidays While Commuting

Questions regarding interpretation or clarification of this policy shall be directed to the Human Resources Manager.

Gemini North Staff commuting to Chile

If a Hawaii-based employee is in Chile at the time a holiday is observed by NOAO-S, the employee shall record the time off as “vacation”, unless it coincides with a Hawaii based holiday or if the employee actually works on the holiday observed in Chile.

A Hawaii-based AURA-Gemini Observatory employee working in Chile at the time

his/her scheduled holiday is celebrated (e.g. Labor Day, Memorial Day) will not be paid holiday pay. In no case may a commuting employee observe a Hawaii based holiday while on assignment in Chile, except those that may occur on the same date. (e.g. Christmas).

If a commuting employee is on assignment in Chile during the time his/her scheduled holiday is observed and if the employee is scheduled to work on that day, the employee shall be paid straight time.

How Holidays Can Be Reclaimed

If an employee is commuting during his/her designated holiday and is unable to observe that holiday, when the employee returns from his/her commute, the manager/supervisor may elect an alternative day off in lieu of the holiday within the same year, so long as it does not exceed the total holidays allowed for that site (GN or GS).

Military Leave

Full-time employees who are in the National Guard or Reserves and are required by law to fulfill annual military training may be granted up to eighty (80) hours leave with pay in a twelve (12) month period, with proper orders and authorization from their Unit. Military duty paperwork must be submitted to the Human Resources Department.

An employee who is a member of or applies to be a member of a uniformed service, and performs or has an obligation to perform service in a uniformed service (US Armed Forces, the National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, or any other category of persons designated by the President in time of war or emergency) will be allowed military leave and will be given all earned and unused vacation up to a maximum of 384 hours, due the employee at the time of taking leave from Gemini. Seniority, as it relates to vacation and sick leave accruals will continue to accrue for employees on military leave. Employees are required to provide to the Human Resources Department reasonable advance notice of the need for leave due to military service, unless notice is precluded by military necessity. All military leaves must be substantiated by written orders presented to the Human Resources Department.

Upon satisfactory completion of military service and timely notice of intent to return to work, an employee may be reinstated to his/her job or to a job comparable to the one he/she left, provided the employee is qualified for the position after reasonable efforts by Gemini to qualify the employee, and the Observatory's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment.

Other Leaves of Absence Without Pay

The Gemini Director may approve a leave of absence without pay for good and sufficient reason for up to one (1) year. Any period extended beyond one (1) year requires approval by the AURA Oversight Committee for Gemini (AOC-G). Upon timely notice of intent to return to work, an employee may be reinstated to his/her job or to a job comparable to the one he/she left, provided the employee is qualified after reasonable efforts by Gemini to qualify the employee, and the Observatory's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment.

Leave of Absence Without Pay: only the Director, for good and sufficient reason, may grant A Leave of Absence Without Pay. All such leaves must be discussed with the Human Resources Manager.

Before taking a leave without pay, the employee must exhaust all accrued vacation. Because contributions to the retirement plan are based on paid salary, during leaves of absence without pay (LWOP), no contributions will be made to the retirement plan(s). Vacation and sick leave do not accrue during LWOP, but LWOP does not affect seniority dates used for computing vacation or sick leave accruals. Except for sabbatical leaves and Family and Medical Leave described previously, *LWOP, which exceeds 31 calendar days, results in cancellation of insurance coverage.* Medical and dental insurance may then be continued with the employee paying 102% of the premiums. If an employee fails to return as scheduled, Gemini will consider the employee as having voluntarily resigned. The employee must keep his/her manager apprised of the situation. For these reasons, LWOP should be fully discussed and planned with the Human Resources Manager.

Sabbatical Leave

Certain scientific staff may qualify for sabbatical leave after six (6) years of service and each seven (7) years thereafter. For details see the AURA Policy and Procedures Manual which is available on the AURA website at <http://www.aura-astronomy.org/>.

Sick Leave

Personal Use: Sick Leave, except as noted below, is used only for the employee's own personal health conditions, including medical and dental appointments. Non-exempt employees who regularly and routinely work ten-hour (10-hour) days in their work weeks (e.g. Summit staff) may take up to ten (10) hours of sick leave per day; when combined with any amount of regular work on a given day, the total hours for the day must not exceed ten (10) hours. Once a non-exempt employee has reached forty (40) hours in a given workweek, no sick leave may be taken thereafter. Employees who need to use sick leave must personally notify their manager or a designee no later than thirty (30) minutes after the start of the workday.

If the employee is absent for more than two (2) weeks the employee is required to furnish a Doctor's note; doctor's notes may also be required for absences of less than two (2) weeks.

Depending on circumstances, employees may qualify for temporary disability insurance (TDI) in Hawaii only. Hawaii employees should contact the Human Resources Department for additional information regarding TDI.

Absence without Notification: If an employee does not report for work and does not call his/her manager for three (3) consecutive days, Gemini Observatory will assume the employee has voluntarily resigned his/her position and his/her employment will be terminated.

Regular, dependable attendance is an essential job function. Excessive absences may result in disciplinary action up to and including termination.

Employees may use a limited portion of accrued sick leave annually for the illness of a spouse or dependent child or for serious illness or serious injury of parents, independent children, grandparents, grandchildren, brothers, sisters, brothers/sisters-in-law, or spouse's parents. For full-time, regular employees the amount of sick leave approved in these circumstances will normally be limited to eighty (80) hours in any consecutive rolling twelve-month (12-month) period. Written substantiation may be required for any absence charged to sick leave. An employee using sick leave for family care, must charge this time to "Family (sick)" on their time card.

Leave taken under life-threatening illness or serious injury circumstances may be combined with Family and Medical Leave, if eligible, as approved by the Human Resources Manager. *Sick leave will not be charged for an absence due to an industrial accident. The amount of income from the sick leave plan may be affected by other disability income such as Temporary Disability Insurance and Workers Compensation Insurance payments.* Employees may supplement their income to total 100% base salary when combined with disability payments from a third party carrier only with the approval of the Human Resources Department, depending on individual qualifications.

Accrual: For full time employees, eight (8) hours of sick leave are accrued per month during the first (1st) year. Thirteen and one half (13.5) hours per month are accrued during the second (2nd) and third (3rd) years of employment and twenty (20) hours per month thereafter. Sick leave does not accrue during leave without pay. No more than 1440 hours sick leave may be carried forward to a new calendar year. Temporary and part-time employees who work at least twenty (20) hours per week receive proportionate sick leave credit and may carry to the New Year in proportion.

Sick Leave Not Compensable Upon Termination:

An employee completing employment will not be paid for accrued, unused sick leave.

Special/Bereavement Leave

The Director or his designee may authorize forty (40) hours of special leave to full-time employees in the event of a death in the immediate family (spouse, children, parents, brothers or sisters, parents-in-law, brothers or sisters-in-law, grandparents and grandchildren). Part-time employees scheduled to work at least twenty (20) hours per

week are allowed a proportionate amount of special leave. In the event the employee chooses to take a longer leave, such leave will be deducted from the employee's vacation balance. The employee must complete a Request for Leave indicating that the leave is for bereavement. This leave should be recorded on the time card as "Special/Bereave." Special and Bereavement Leave may be granted only one (1) time in a rolling twelve-month (12-month) period, unless there is an exceptional circumstance which must be approved by the Human Resources Manager in consultation with the Director.

Vacation

Vacation for regular, full-time, non-exempt employees accrues on a biweekly basis at the rate of eight (8) hours per month for the first year of employment; twelve (12) hours per month from the third year (3rd) through fifth (5th) year of employment and sixteen (16) hours per month after the fifth (5th) year of employment. Regular, full-time, exempt employees accrue vacation credit at the rate of sixteen (16) hours per month from their date of hire. Temporary employees do not accrue vacation. Part-time employees working at least forty (40) hours in a two-week (2-week) pay period accrue proportionate vacation credit during that pay period.

Vacations may be taken at the convenience of the Gemini Observatory and normally require at least twenty-four (24) hours advance approval. In emergencies, telephone approval within one-half (½) hour of starting time, from the employee's manager or a designee is required. It is important to obtain approval since failure to do so may be considered a "No Report," therefore with no pay. Vacation exceeding eight hours requires formal approval in advance using the online [Request for Leave application](#), except in emergency situations when telephone approval will suffice. All such approvals must be confirmed in the Request for Leave Application on the first subsequent working day. Incidental absences of eight (8) hours or less require telephone approval. Vacations must be planned in advance with the employee's manager to ensure adequate staffing. Employees who regularly work ten-hour (10-hour) days in their workweeks (e.g. Summit staff) may take vacation up to a maximum of ten (10) hours per day, with managerial approval, not to exceed forty (40) hours of vacation time in a single week. Employees may not use vacation time after they have worked a full forty (40) hours in a week.

Vacation accrues during leave with pay, but does not accrue during leave without pay. Vacation may not be used until earned.

No more than 384 hours of vacation leave may be carried to a new calendar year. Upon completion of employment, employees are paid earned, unused vacation hours to a maximum of 384 hours. The maximum hours are proportionate for part-time employees. See *Completion of Employment* section for further details. Charges for vacation are discussed under *Paydays and Time Reporting*. For special rules regarding vacation use during a circumstance that qualifies for Family or Medical Leave, please see the section on *Family and Medical Leave* section. No contribution will be made to a retirement plan when terminal vacation is paid out.

Voting Leave

Only in circumstances where the employee's assigned task or duty station is such as to make it a hardship to vote in a general, primary, or local election within the times the polls are open, up to three (3) hours away from regular duties, may be granted for voting without loss of pay or vacation leave. Requests for this time off must be approved by the employees' manager and processed in accordance with the specific policies and procedures of Gemini Observatory.

Travel Time

When a non-exempt employee is away from home due to official Observatory business, time spent traveling during **regular duty hours** on scheduled (generally [Monday through Friday](#)) or non-scheduled (generally Saturdays, Sundays and holidays) days is considered work time. Time spent in travel outside normal duty hours is not considered work time for pay purposes. This applies to travel to Chile as well as other destinations. The travel time is calculated using the time zone of the city from which the employee departs at the start of travel and from which the employee departs for the return travel.

IV. Family & Medical Leave

Employees With At Least Six (6) Months of Service

Under the Hawaii Family Leave Law (HFLL), employees who have completed 6 consecutive months of service with Gemini are eligible to take up to four (4) weeks of leave each calendar year, not to exceed more than four (4) weeks each rolling 12 month period measured forward from the employee's first Family and Medical Leave Act (FMLA) leave, for any of the following reasons:

- For the birth of a child and to care for the newborn;
- Because of the placement of a child with you for adoption, or
- To care for your spouse, reciprocal beneficiary, child (natural, step, adopted or foster), parent (natural, step, adopted or foster), parent-in-law, legal guardian, grandparent, or grandparent-in-law with a serious health condition.

Employees qualifying for leave under the HFLL may also qualify for leave under the federal Family and Medical Leave Act (FMLA).

Employees With Twelve (12) Months of Service or More

Under the federal FMLA, employees who have completed twelve (12) months of service with Gemini, have worked a minimum of 1,250 hours during the twelve (12) months preceding the leave, and work at a site having at least 50 employees within a 75 mile radius may take up to twelve (12) weeks of leave each rolling 12 month period measured backward from the date the employee uses FMLA leave for any of the following reasons:

- Because of the employee's incapacity due to pregnancy, prenatal medical care, or child birth;
- For the birth of a child and to care for the newborn, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform the functions of his/her job.
- In addition, employees who are eligible under FMLA may take Military Family Leave for qualifying exigencies, or to care for a covered service member as described below.

Definition of "Serious Health Condition"

A serious health condition is an illness, injury, impairment, or physical/mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider that either prevents the employee from performing the functions of the employee's job, or prevents the qualifying family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive full calendar days, combined with

(a) at least two visits to a health care provider, or (b) one visit to a health care provider and a regimen of continuing treatment. Incapacity due to pregnancy, incapacity due to a chronic condition, and other conditions may also meet the definition of continuing treatment.

Military Family Leave: FMLA Leave for “Qualifying Exigencies”

Eligible employees with a spouse, son, daughter, or parent who is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) weeks of FMLA leave to address certain qualifying exigencies. The spouse, son, daughter, or parent must be in the National Guard, Reserves, or must be a retired member thereof who is called to active duty status. The qualifying exigencies for which leave may be taken include the following:

- Short-notice deployment of the military family member (maximum 7 days of leave)
- Attending certain military events
- Arranging for alternative childcare for children of the military family member
- Addressing certain financial and legal arrangements caused by the military family member’s active duty or call to active duty status
- Attending certain counseling sessions
- Spending time with the military family member who is on short-term rest and recuperation leave (maximum 5 days per instance)
- Attending post-deployment reintegration briefings for a period of up to 90 days after termination of the military family member’s active duty status

FMLA Leave to Care for a Covered Service member

Eligible employees may take up to 26 weeks of leave in a “single 12 month period” to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious illness or injury incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties, and for which the service member is undergoing medical treatment, recuperation, or therapy, or is on outpatient status, or is on the temporary disability retired list.

For purposes of covered service member leave, “next of kin” is a blood relative who has been designated in writing by the covered service member as his/her next of kin, or is the nearest blood relative of the covered service member (other than a spouse, parent, son, or daughter) in the following order or priority: blood relatives granted legal custody of the covered service member, siblings, grandparents, aunts and uncles, and first cousins.

The “single 12 month period” during which up to 26 weeks of leave may be taken begins on the first day of leave to care for the ill or injured covered service member. Leave which is taken to care for an ill or injured service member, when combined with FMLA leave taken for any other FMLA-qualifying reasons, shall not exceed 26 weeks in the single 12 month period.

Spouses Both Employed by the Company

If you and your spouse are both employed by Gemini and are eligible for HFLL leave, each of you may take up to 4 weeks of leave per 12 month period for the birth or adoption of a child, or to care for a parent with a serious health condition. However, if you and your spouse are also eligible for FMLA leave, you and your spouse's total combined leave for the birth or adoption of a child, or to care for a parent with a serious health condition, shall not exceed 12 weeks in the applicable 12 month period. If you and your spouse are eligible for FMLA leave and each of you wish to take leave to care for a covered service member, you and your spouse may only take a combined total of 26 weeks of FMLA leave during the applicable "single 12 month period."

Aggregation of Leave and Maximum Leave Amounts

All HFLL-qualifying leave taken during a 12 month period shall be counted towards the 4 week maximum. All FMLA-qualifying leave (other than leave to care for a covered service member) which is taken during a rolling 12 month period shall be counted towards the maximum 12 weeks of FMLA leave for that period. When an employee takes leave to care for a covered service member as well as leave for other FMLA-qualifying reasons during a "single 12 month period," the aggregate FMLA leave taken during that "single 12 month period" may not exceed 26 weeks. The "single 12 month period" for purposes of leave to care for a covered service member begins on the first day of covered service member leave.

Leave taken for any reason which qualifies under both the HFLL and FMLA (for example, for birth of a child, for the placement of a child for adoption, or to care for a child, spouse or parent with a serious health condition) will run concurrently, and will be counted against both the 4 week HFLL leave maximum and 12 week FMLA leave maximum for the applicable period.

Employee Responsibilities

If you wish to take family and medical leave and the need for your leave is foreseeable, you must provide Gemini with at least 30 days' advance notice. If this is not possible, or the need for leave is not foreseeable, you must notify Gemini of your need for leave as soon as practicable. You must also generally comply with Gemini's normal call-in and notification procedures for absences and taking leaves.

You must provide sufficient information for Gemini to determine if the leave may qualify for FMLA or HFLL protection, as well as the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or a description of circumstances supporting the need for military family leave. You must also inform Gemini if the requested leave is for a reason for which FMLA leave was previously taken or certified. Failure to provide adequate and reasonable notice of your need for leave may be grounds for delay of the

leave, or if you are already absent from work, may result in your absence not being protected and subject to discipline.

Your request for family and medical leave should be made to the Human Resources Department. You will be required to complete a written request for family and medical leave.

Employer Responsibilities

Gemini will inform employees requesting leave whether they are eligible under the HFLL or FMLA. If you are eligible for FMLA leave, you will be provided with an eligibility notice specifying any additional information required by Gemini, as well as a description of your rights and responsibilities while on leave. If you are not eligible for FMLA leave, you will be given a reason for ineligibility.

We will inform you if leave will be designated as FMLA-protected, and if the leave is so designated, the amount of leave counted against your leave entitlement. You will also be notified if your leave is not FMLA-protected.

Substitution of Paid Leave

Regular and part-time (regularly scheduled to work at least 20 hours per week) staff employees who have been employed at least 12 months and have completed at least 1,250 hours within that 12 month period are eligible to receive up to six weeks of paid parental leave for the birth and/or adoption of the employee's own child. This leave is applicable for the birth parent(s), adoptive parent(s) and/or domestic partner. This leave runs concurrently with FMLA leave. Refer to Section B.VII.J of the AURA Policy for requirements and further details: <http://www.aura-astronomy.org/about/sectionB.asp>.

Other family and medical leave under this policy is generally unpaid. However, you may elect to take applicable and accumulated paid leave (such as sick leave, family sick leave, or vacation leave) concurrently with your family and medical leave. You may also use accrued and available paid leave to supplement any payments you receive under workers compensation or TDI. If you choose to take paid leave concurrently with family and medical leave, you must generally comply with all notice and procedural requirement of Gemini's paid leave policies in order to use applicable and accumulated paid leave during your family and medical leave.

Employees taking leave which is covered by the HFLL may use up to 10 days of any available and unused paid sick leave during the 4 weeks of the HFLL leave. The substitution of paid leave time for unpaid leave time does not extend your maximum allowable leave under this policy. Leave which is covered by TDI or workers' compensation insurance, and which is taken for an FMLA-qualifying reason, will be counted towards the 12 week FMLA leave allowance.

Leave Certification

If you are requesting leave because of your own serious health condition, or to care for a qualifying family member with a serious health condition, or to care for a covered service member, you must furnish the Company with appropriate medical certification. If you are requesting intermittent leave or leave on a reduced schedule, your certification must also include a statement of the medical necessity for such leave, and the expected duration of such leave. You may obtain certification forms from the Human Resources Department. When you request leave, the Human Resources Department will notify you of the requirements for certification of your leave, and the date by which the certification should be returned. Gemini may also require subsequent periodic medical recertification's.

If Gemini has reason to doubt the validity of your medical certification, we may require you to be examined by a second health care provider at our expense. If the second opinion conflicts with the original medical certification, Gemini may seek a mutually agreeable physician to conduct a third examination at our expense to provide a final and binding opinion.

If you are taking leave to care for a newborn, for adoption or foster care placement, or for a "qualifying exigency" under Military Family Leave, you may be required to provide certification to support your leave. The Human Resources Department will notify you of the required certification.

Failure to provide appropriate certification in a timely manner may result in denial of leave until it is provided, and an unreasonable failure to provide timely or appropriate certification may result in the leave being treated as an unexcused absence.

Intermittent and Reduced Schedule Leave

Leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (by reducing the usual number of hours you work per workweek or workday) for the following reasons:

- Because of the employee's own serious health condition
- To care for a family member with a serious health condition, or for an ill or injured covered service member
- Because of a "qualifying exigency" related to a family member's active duty or call to active duty status as defined above
- During the first 4 weeks of leave taken for the birth or adoption of a child.

If your intermittent or reduced schedule leave is unpaid, Gemini may reduce your compensation to reflect the amount of time you actually work. When you take intermittent or reduced scheduled leave which is foreseeable based on planned medical treatments, Gemini may temporarily transfer you to an alternative position with equivalent pay and benefits that better accommodates your intermittent or reduced schedule leave. In addition, when you take intermittent or reduced schedule leave for planned medical

treatments, you should discuss the timing of the leave with the Human Resources Department and make reasonable efforts to schedule treatment so as not to unduly disrupt Gemini's operations.

Health Insurance and Other Benefits

During an approved leave, Gemini will continue your participation the health plan as if you continued to be actively employed. You will continue to be responsible for your share of any payments for your own or for dependent health insurance coverage. If paid leave is substituted for unpaid family and medical leave, Gemini will deduct your portion of the monthly premiums for the health plan through payroll deduction. If your leave is unpaid, you must pay your portion of the monthly premiums as directed by Gemini. Failure to pay your share of the monthly premium on a timely basis can result in discontinuation of health benefits for you and /or your dependents. Also, if you elect not to return to work at the end of your family and medical leave, you will be required to reimburse Gemini for the cost of the premiums paid by Gemini for maintaining your health care coverage during your leave, unless the reason you cannot return to work is due to your serious health condition or that of family member requiring care, the serious injury or illness of a covered service member, or other circumstances beyond your control.

If your family and medical leave is due to your own serious health condition, you may also continue participating in any benefit plans in which you are enrolled. Use of FMLA or HFLL leave cannot result in the loss of any employment benefit which accrued prior to the start of leave.

Returning to Work

Employees on family and medical leave must contact their supervisor one week prior to the end of their leave to report on their status and intent to return to work. An employee returning from FMLA and HFLL leave will be reinstated to the same position he/she held when the leave commenced or to an equivalent position with equivalent pay, benefits, and other employment terms, unless the employee has been determined to be a "key employee".

If you are identified as a "key employee", you will be notified of your "key employee" status when you submit your request for family and medical leave, and will be informed of the possibility that you will be denied restoration to employment upon conclusion of your leave. To be a "key employee", you must be a salaried employee who is among the highest-paid 10% of all employees at your worksite, and Gemini must determine that keeping the job open for you would result in substantial and grievous economic injury to Gemini.

If you have taken leave because of your own serious health condition, Gemini may require you to provide a medical certificate that verifies you are able to perform essential job functions. A failure to provide the required medical certificate may result in a delay in your return to work until the certificate is provided.

Notice of FMLA Rights

The FMLA makes it unlawful for an employer to interfere with, restrain, or deny the exercise of any right protected under the FMLA. It is also unlawful to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit to enforce FMLA rights. In addition, the FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement providing greater family or medical leave rights.

If you have any questions about this family and medical leave policy, please contact the Human Resources Department.

V. Confidential Matters and Non-Disclosure

Employment Records

Records concerning employment are kept in the Human Resources Department and are the property of Gemini Observatory. Access to the information is restricted. Employees are responsible for notifying the Human Resources Department of information affecting these records, including additional education; change in dependent or marital status; any change of address or telephone number; change in emergency contact information; and change of beneficiary. It is important that the employee files contain current information on emergency phone contacts and addresses, names of their dependents or beneficiaries under insurance plans and citizenship status. In the event of a family status change, these records must be updated.

Salary information, performance records, and other personal information are treated confidentially. Confirmation of employment status is provided in answer to telephone or written inquiries from organizations to which employees have applied for credit; however, no salary information may be given without the express written consent of the employee. Personal and salary information is provided only if the employee has explicitly authorized its release. In the absence of such authorization, the Human Resources Manager, or a designee, will suggest the agency again check with the employee.

Harassment

Gemini Observatory strictly prohibits the harassment of any employee, applicant for employment, and members of the general public based on race, religion, gender, national origin, age, sexual identity, disability, arrest and court record, marital status or sexual orientation.

As a part of AURA's continuing affirmative action efforts and pursuant to the legal requirements of Section 703 of Title VII, AURA affirms its commitment to ensure an environment for all employees, which is fair, humane, and respectful. Behaviors, which inappropriately assert sexuality as relevant to employee performance, are damaging to this environment. It is illegal and against the policies of AURA for any employee, male or female, to sexually harass another employee by (a) making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's continued employment, or (b) making submission to or rejections of such conduct the basis for employment decisions affecting the employee, (c) creating an intimidating, hostile, or offensive working environment by such conduct, or (d) by publicly displaying photographs, pin-ups, calendars, etc., which portray sexually explicit, offensive or demeaning images.

Sexual Harassment

Sexual harassment may take the form of harassment of the opposite sex or of the same sex. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and verbal, visual or physical conduct of a sexual nature. No AURA manager, supervisor, or other employee shall threaten, state or to insinuate, either explicitly or

implicitly, that another employee's or applicant's refusal to submit sexual advances will adversely affect that person's employment, work status evaluation, wages, advancements, assigned duties, or any other condition of employment or career development. Similarly, no AURA employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct or consenting to or covering up harassment.

Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault. Such unwelcome conduct is strictly prohibited by AURA.

Other Harassment

This policy also prohibits any form of harassment of any employee because of race, religion, color, gender, age, national origin, handicap status or disability, marital status or sexual orientation. AURA prohibits the making of slurs, jokes, or similar-type epithets based upon any of the above-listed categories toward any employee by any supervisor, manager, co-worker, or customer. The same procedures outlined below will be used to investigate claims of such harassment. Appropriate disciplinary action, up to and including discharge, will be taken against the offender if the claims appear to have merit following AURA's prompt investigation.

Complaint and Investigation Procedures

Any employee who feels that she or he is a victim of sexual or other forms of harassment including but not limited to any of the conduct listed above, by any supervisor, management official, other employee, customer, vendor, or any other person in connection with employment at the Center should bring the matter to the immediate attention of her or his supervisor. If doing so would prove uncomfortable, the employee should contact the Human Resources Manager or any other member of upper management to report the alleged harassment. The Manager should immediately inform the Human Resources Manager who will undertake a thorough investigation. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

B. GUIDELINES

1. Any employee who believes he or she has been the subject of sexual or other forms of harassment should report all the facts and circumstances immediately to their supervisor or to the Human Resource Manager. No employee will be subject to any form of retaliation or discipline for legitimately pursuing sexual or other forms of harassment complaint. An investigation of all complaints will be undertaken immediately following that procedure described below if possible. Complaint and investigation procedures available to employees will be made known by the Center Director or a designee.

2. Any supervisor, agent, or other employee who has been found by AURA after an appropriate investigation to have sexually or displayed other forms of harassment towards another employee will be subject to corrective and/or other disciplinary actions, up to and including termination.
3. AURA encourages employees to discuss questions regarding discrimination with the Center Human Resource Manager.

Discipline

Any employee who is determined, after thorough investigation, to have engaged in sexual harassment or harassment of any kind in violation of this policy will be subject to appropriate disciplinary action up to and including termination of employment.

Retaliation

AURA expressly prohibits retaliation against another employee or individual who has complained of sexual or other forms of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint. Any employee who retaliates against another employee or individual in violation of this policy shall be subject to appropriate disciplinary action, up to and including termination. AURA does not condone any form of retaliation against an employee or individual who has made a good-faith complaint of harassment with the Center or any governmental agency.

Electronic Communications Equipment Usage

The [Computer Use Policy](#), found on the Information Systems Group internal webpage, clarifies the use of the AURA/Gemini Observatory computer information systems and telephone systems.

Tape and Video Recording

Tape recording or videotaping of any conversation or meeting is prohibited unless written authorization is received by all parties in advance of the recording, or the recording is authorized in writing by the Director in advance.

Inventions and Proprietary Information Agreement

AURA requires employees to sign an *Inventions and Proprietary Information Agreement*. Our policy is designed to encourage research without emphasis on financial gain, to make inventions available in the public interest and to recognize the proprietary interest of the Federal Government, and any other sponsors of research at AURA. There are provisions for the inventor to benefit financially under certain conditions.

Physical Status and Examination

AURA assigns employees only to duties they are physically and mentally able to perform. For certain positions, applicants must pass a physical examination as a condition of employment. A health professional of Gemini Observatory's choice conducts the examination. Whenever considered appropriate, any employee may be required to undergo examinations to establish fitness for duty or to continue in active service. All examinations will be at AURA/Gemini Observatory's expense.

Employees whose regular duty station is at the summit of Mauna Kea are required to take and pass a High Altitude Physical on a routine basis, as determined by the physician in charge of such examinations. Other employees may also be required to take and pass a high altitude physical, depending upon their assignments. The Safety Department maintains a record of "pass" or "fail" in the confidential files. For new employees, the initial offer is contingent upon taking and passing a high altitude physical. In the event a new employee fails the high altitude physical, the offer will be rescinded.

Pre-Employment Inquiries

AURA is noted for its good reputation and AURA employees enjoy enviable positions in the community. To ensure this reputation is maintained, we reserve the right to inquire into the background of prospective employees including inquiries to character references and previous employers. Inquiries may also include credit references. The results of these inquiries are confidential.

HIPAA

Effective April 14, 2003, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that so-called Protected Health Information (PHI) be specially safeguarded.

AURA may need to interact with health care providers and other health care entities for purposes related to your employment, including, but not limited to, administering sick leave or other benefit requests, fitness-for-duty evaluations such as high altitude physicals, worker's compensation, and reasonable accommodation assessments as required under the Americans with Disabilities Act and state law. To the extent allowed by law, you may be required to sign an authorization form allowing health care providers and entities to disclose health information to AURA, and allowing AURA to use such information for employment purposes.

Refusal or failure to sign these authorization forms may prevent AURA from making assessments regarding request for sick leave, sick pay, workers compensation claims or other benefit requests, or prevent AURA from making determinations regarding needed accommodations.

VI. Benefits

Domestic Partner Benefits are outlined in the next section.

Benefits Disclaimer

Pursuant to the ERISA (Employee Retirement Income Security Act), AURA reserves the right, to the maximum extent permitted by law, to amend or terminate any of these benefit plans, in whole or in part, or to establish other plans in any way which seems advisable to the Director in his/her discretion. AURA/Gemini also reserves the right to increase, reduce or eliminate the amount and application of AURA/Gemini's contributions to any employee benefit plan. Furthermore, AURA reserves the right to interpret its employee benefit plans in the event of any dispute and its interpretation shall be final and binding on all parties.

Flexible Spending Account

Each US-based employee may have a Flexible Spending Account if the employee is eligible for group insurance. The Flexible Spending Account allows use of pre-tax dollars to pay insurance premiums for group medical and dental plans; a Health Care Reimbursement Plan saves taxes on health care expenses not covered by insurance; and a Dependent Care Assistance Program is available for dependent day care expenses. Refer to the Summary Plan Description for a complete description of this benefit or check with the Human Resources Department. Enrollment is permitted at the beginning of employment and during open enrollment which is conducted each November/December with an effective date of January 1.

Life Insurance

AURA provides regular employees with basic and accidental and dismemberment (AD&D) life insurance coverage in the amount of one times the employee's annual base salary, with a minimum of \$50,000 for full-time staff and \$25,000 for part-time staff. Employees may purchase up to \$100,000 additional supplemental life and or AD&D insurance, subject to the insurance carrier's approval.

Employees are provided up to \$100,000 of Travel/Accident insurance in the event of death while traveling on official Observatory business.

Medical and Dental Benefits

AURA provides medical and dental coverage for all employees hired for at least four (4) weeks and working a minimum of twenty (20) hours per week at the time of hire, once the Human Resources Department receives the appropriate completed enrollment information. Open enrollments are conducted annually during which time employees

may make changes to their elections. Gemini and employees share premiums for dependent coverage.

Money Purchase Pension Plan (401a)

Regular, full-time and regular, part-time employees working at least twenty (20) hours per week are eligible for this benefit upon hire. AURA contributes the equivalent of 10% of the employee's annual base salary into a Money Purchase Pension Plan, provided he/she meets the eligibility requirements. All funds are fully (100%) vested. The choices for investment mirror the choices for the TSA or the 403(b), as described below. For additional information, the employee may obtain product packets from the Human Resources Department. *No contribution may be made to the 401(a) account on the vacation payout of a terminating employee.*

Tax Sheltered Account (TSA)

Employees of AURA, a not-for-profit research institution, are eligible to have a TSA (Tax Sheltered Annuity) which the Internal Revenue Service (IRS) identifies as a 403(b) or 403(b)(7) account. This account is distinct from the employee's AURA Money Purchase Pension Plan account, or 401(a). There is no waiting period and no vesting period for this account.

The TSA may be funded only from the employee's salary (through salary reduction) and such contributions to the account are not subject to federal or state income tax until they are withdrawn. The IRS sets a tax-sheltered dollar limit, which is adjusted each year. The employee may, of course, elect to contribute any percentage or dollar amount below the permissible maximum.

Employees choose the investment company into which their contributions will be deposited. There are two (2) companies from which to make the selection: Fidelity Retirement Services and Teachers Insurance Annuity Association/College Retirement Equity Fund (TIAA/CREF). The employee may allocate his/her contributions among any of the funds offered by these companies. The selection is not binding; if the employee later decides that he/she wants the funds moved to the other company, the employee has the flexibility to transfer them or to direct future funds to the other company, with some restrictions.

There are provisions for borrowing against the employee's TSA if the funds are deposited with TIAA/CREF. If interested in this provision, contact TIAA/CREF directly. Loan options are not available through Fidelity Investments.

With regard to withdrawals from a TSA account, there are restrictions similar to those imposed on IRAs (Individual Retirement Accounts). The money is taxed at the time of withdrawal and penalties may also apply for those under the age of 59½. For additional information, the employee may obtain product packets from the Human Resources Department."

On January 1, 2011, the Association of Universities for Research in Astronomy, Inc. (AURA) will be offering a new Roth contribution option to our existing 403(b) retirement savings plan. The Roth option will be available for accounts with both Fidelity and TIAA-CREF. With the addition of this new Roth 403(b) feature, you will have another choice on how to save for your retirement.

Temporary Disability Insurance

The State of Hawaii mandates that employers purchase a temporary disability plan for all Hawaii employees who meet the eligibility requirements. This plan is known as Temporary Disability Insurance (TDI). There are certain eligibility requirements that must be met before any benefits can be paid. Employees are not required to apply for TDI; however, they may do so if they so desire. Sick leave can be coordinated with TDI for a more substantial payment. Employees may only supplement their income with sick leave and then vacation leave to total 100% base salary when combined with disability payments from a third party carrier. *In all cases, sick leave and vacation leave must be exhausted before taking an unpaid leave.* For additional information on this plan, please contact the Human Resources Department. Because of our generous sick policy, employees are encouraged to save their sick leave for such time as it may be necessary to use it.

Long-Term Disability Insurance

AURA provides income protection in the form of long-term disability for regular, full-time employees. There is a one year waiting period that must be met before the employee can be enrolled in the plan; the waiting period will be waived if the employee was covered in an employer-sponsored long-term disability plan in the immediate three months prior to employment with AURA. Once enrolled, employees are provided a certificate that explains the details of the eligibility requirements, qualifying periods, and specific details of the plan.

Tuition Refund and Academic Leave

AURA supports work-related education and training for regular, full-time employees by refunding 100% of out-of-pocket tuition costs for grades of A or B and 50% for grades of C. Reimbursement is limited to six (6) credits per semester. Prior approval from the employee's manager and the Human Resources Manager is required before proceeding to register. Contact the Human Resources Department before engaging in any tuition program for which you expect to receive reimbursement. Reimbursement will only be made with substantiation by official transcript. *Textbook costs are not reimbursed.*

January 01, 2012 - there will be a \$10,000 USD limit for Tuition Reimbursements per year.

Home Internet Availability Policy

To provide a framework in which to compensate employees for their availability to perform work from home via Internet, in those cases where there is a specific job duty requirement to do so.

Personnel with job duties that management determines are likely to require availability via home Internet connection will receive a monthly Home Internet Availability Stipend/Bonus. The amount of the monthly stipend bonus will be set annually, in January, with the new rate effective that month. For individuals paid in US Dollars, the initial amount is set at US\$30 per month and will be paid as a stipend; for individuals paid in Chilean Pesos, the initial amount is set at CH\$15,600 per month and will be paid as a recurring bonus. Once it is established that an employee is eligible for the stipend bonus, the stipend bonus will be paid monthly. The stipend bonus will be included in the second paycheck of each month, and will be considered taxable income. The stipend bonus is not considered a part of the base salary, and as such will not be included in any calculations for benefits dependent on the base salary (for example, retirement benefits).

Job Duties likely to require availability via home internet:

Examples of duties that reasonably may be required to be performed from home via an Internet connection in the ordinary and necessary course of Gemini operations are:

- Nighttime queue coordination
- Nighttime instrument support
- Nighttime software support
- Nighttime troubleshooting
- 24/7 network and communications coverage across sites
- 24/7 support of telescope operating systems
- Key operations communications

The mechanics of the Home Internet Availability Stipend/Bonus:

- 1) Job Description and Personnel Action Form: If a job includes responsibilities requiring work from home via an Internet connection, these duties and the need for a home Internet connection will be noted along with the other responsibilities in the job description. A Personnel Action Form (PAF) will be initiated (either as a part of a new hire or as a result of a change in the requirement for home Internet availability) noting that the compensation for the position includes the Home Internet Availability Stipend/Bonus. The PAF will also note the initial amount of the stipend/bonus. The payroll department will receive a copy of the PAF signed by the Human Resources Manager, the appropriate Associate Director or Science Head, the Controller and the Director.
- 2) Rules Regarding Timing and Amount of Payments: In a given month, an employee will receive all, or none, of the stipend/bonus according to a "15-day rule". 15-Day Rule: If an employee has been eligible for the stipend/bonus for

more than 15 days in the month, the full stipend/bonus will be paid; if an employee has been eligible for the stipend/bonus for 15 days or less days in the month, the stipend/bonus will not be paid. Once the payment of the stipend/bonus is begun, it will continue until a revised PAF is issued showing a discontinuation of the stipend/bonus or until employment ends.

Teleworking and Remote Working Policy

Teleworking is a viable working arrangement for many employees within Gemini Observatory. Gemini supports and encourages exploration of telework arrangements where appropriate. This policy defines the process by which Gemini managers and employees may enter into a formal Teleworking Agreement.

Teleworking is a voluntary arrangement where employees may perform their regular job responsibilities away from their primary office locations, for a period up to 2 days each week out of their scheduled work week, by utilizing alternative means of telecommunications and/or information technology to perform these functions from a remote location, typically their home office.

Remote working is an aspect of teleworking where employees may perform their regular job responsibilities away from their primary office locations, for a period up to 100% of their scheduled work week, by utilizing alternative means of telecommunications and/or information technology to perform these functions from a remote location in the United States or Chile, not easily commutable to the Gemini offices. ***Remote Working will be considered in exceptional cases only, such as where Gemini needs to employ highly specialized skills.***

Cell Phone Policy

Purpose:

The purpose of this policy is to indicate the job responsibilities that will define employee eligibility for a monthly phone allowance¹ and to establish the process by which this phone stipend is defined and distributed. This policy takes into account the allowability rules of our Cooperative Agreement, recognizes the taxable income status of personal cellphone use and is designed to reduce administrative complexity.

Background:

The organization requires access to some employees while they are away from the Gemini premises; either to handle an operational issue that has arisen (which can occur outside of normal working hours) or because the nature of the person's job requires them to be away from base but be contactable.

¹ Hereinafter referred to as a stipend, which is administered as a bonus in Chile.

Policy:

From January 1, 2012, eligible employees will receive a monthly phone stipend in return for their consent to the publication of their cell phone number, so that it can be published internally for Observatory business purposes. The amount of the monthly stipend will be set annually, in January, with the new rate effective that month.

Once an employee is approved for the stipend, it will be paid monthly. It will be included in the second paycheck of each month, and will be considered taxable income. The stipend is not considered a part of the base salary and, as such, will not be included in any calculations for benefits dependent on the base salary (for example, retirement benefits).

Receiving payment of the phone stipend is not an implied or otherwise request to work. Any work performed is governed by the US Paid Employee Handbook (Section III), or the collective bargaining agreement, which governs all aspects of compensation and working hours for Chilean-paid employees.

Gemini Observatory accepts no liability for the costs, usage, loss, theft, or any aspects relating to a personal cell phone.

Criteria for Eligibility:

1. Facility first responders: these are the individuals in each hemisphere who are contacted when security alarms go off, or networking/power and/or air conditioning or other critical systems go down at either the summit or base facilities or when other key facility services are required out of hours. These are situations that cannot be scheduled, may occur at any time of day or night, and often require rapid response in order to prevent damage to expensive equipment essential to Gemini operations.
2. Support staff who respond to operational problems of the telescopes, instrumentation, or other key facilities, and services that are required out of hours.
3. Individuals who spend a significant amount of time away from their workstation during their regular shifts and in the course of their work who need to be contactable and to make contact with colleagues or others on Observatory related business. This would not include time in a Gemini vehicle for the reason that each vehicle is already equipped with at least one communication device (either a radio or a cellphone, or both).
4. Eligibility for the cellphone stipend is proposed and approved by Associate Directors and confirmed by the Gemini Director in each case. Eligibility may be reviewed at any time.

Reimbursement for communications expenses:**Reimbursement for Cell_Phone, Landline or VOIP service use for Ineligible Employees**

Staff who do not qualify for a phone stipend may have a need to use a cell phone (or, indeed, a landline or a VOIP provider such as Skype) for business purposes and that

they should be reimbursed for such expenses, if the expense meets the allowability test (reasonable and necessary) i.e. if they are "necessary" for the performance of Gemini's normal operations and "prudent" in the sense that, "A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs". Such reimbursement can occur if the employee's manager approves the calls being claimed for meet these criteria.

The employee may be reimbursed for business calls if the calls are limited to the lesser of the total additional minutes charged on the employee's telecoms service invoice (i.e. expenses for minutes already included in a plan will not be reimbursed) or the actual minutes charged on Gemini business.

Gemini will not pay the telecoms service provider. Therefore the employee should make personal payment to the telecoms service provider, as usual, and should submit a check request or Travel Expense Report/TER (if the call is incurred on travel), requesting personal reimbursement from Gemini.

The Check Request or TER should list the individual as the payee. A copy of the telecoms service provider's invoice should be attached to the Check Request or TER, with the separate business call charges clearly marked and noting who was called and the purpose of the call. The Check Request or TER must be carefully reviewed for appropriateness by the budget manager and approved for payment. The Controller will make the final determination of allowability, should there be any doubt about the reimbursement claim.

Reimbursements for Cell Phone, Landline or VOIP service use for Employees Receiving the Cell Phone Stipend

Staff receiving a phone stipend may receive reimbursements for telecoms charges while on foreign business travel, subject to the same reimbursement rules outlined above for employees who are ineligible for the phone stipend.

National phone charges are considered as part of the monthly phone stipend. Consequently, phone stipend recipients may not receive additional reimbursements for national expenditures. Exceptional cases may be considered by the Gemini Director for reimbursement.

The Mechanics of the Cell Phone Stipend:

- 1. Job Description and Personnel Action Form:** Once it is established that an employee is eligible for the stipend based on his/her job duties, these duties and the need for the phone stipend will be noted along with the other responsibilities in the job description. A Personnel Action Form (PAF) or Employee Commitment Approval (ECA, for new hires) will be initiated, noting that the compensation for the position includes the Cellphone Stipend. The PAF/ECA will also note the initial amount of the stipend. The payroll department will receive a copy of the PAF/ECA signed by the Human Resources Manager, the appropriate Associate Director or Science Head, the Controller and the Director.

2. Contact Information Required: Any employee who receives a stipend will be required to provide his/her phone number so that it can be internally published for Observatory business purposes. If an employee changes his/her contact phone number, he/she must notify the appropriate Gemini North or South Administrative Specialist in Reception **within one business day** of the change.

3. Rules Regarding Timing and Amount of Payment: In any given month, an employee will receive all, or none, of the allowance according to a "15-day rule".

15-DayRule

If an employee has been eligible for the allowance for more than 15 days in the month, the full allowance will be paid. If an employee has been eligible for the allowance for 15 days or less days in the month, the allowance will not be paid.

Once the payment of the allowance commences, it will continue until a revised PAF is issued showing a discontinuation of the allowance or until employment ends.

Cell Phone Contracts

All cell phone service contracts are to be between the employee and the service provider. As such, if prior to the end of a service contract, the employee for any reason wishes to change or end his/her service contract, the employee will bear the costs of any associated contract termination fees.

Policy Duration: This policy may be reviewed at any time, subject to operational need and telecoms market developments. Consequently, the provision of a stipend or a specific stipend amount is not guaranteed indefinitely.

Related Policies:

Departmental Shared Cell Phones.

AURA Computer/E-mail/Internet/Telephone Systems Use.

Phone Stipend FAQ's

What is the phone stipend?

A1. Eligible employees will receive a monthly stipend in return for their consent to the publication of their phone number, so that it can be published internally for Observatory business purposes.

Why is Gemini introducing a phone stipend?

A2. Non-business use of Gemini-paid cell phones is not allowed under Gemini's Cooperative Agreement, or by AURA's computer use and telecommunications policy. Tax law in both the US and Chile also requires Gemini to declare any personal use of work cell phones as taxable income of the individuals making

those calls. However, the tracking of personal cell phone use presents significant practical difficulties and is administratively cumbersome; consuming limited administrative resources that could be better spent on other operational needs.

Another aspect that has prompted the review has been requests from users for improved cell phone capabilities, beyond the simple models Gemini has provided or can provide. By moving to a stipend based on an analysis of previous cell phone call patterns, the Observatory is seeking to cover staff costs associated with business-related cell phone use while freeing the staff involved from the constraints of having to use low-level technology. Staff may use their stipend to cover their business calls on a standard phone, or consider it as a contribution to a better plan or one offering a more advanced phone.

How much is the stipend?

- A3. For individuals paid in US Dollars, the initial amount [from October 1st, 2011] is set at US\$ 30.00 (thirty dollars) per month and will be paid as a stipend. For individuals paid in Chilean Pesos, the initial amount is set at CH\$ 14,100 (fourteen thousand one hundred pesos) per month and will be paid as a recurring bonus.

From 2012, the amount of the monthly stipend will be set annually, in January, with the new rate effective that month.

Will I end up paying for business calls on my personal cell phone?

- A4. No, you should not end up paying for business calls on your personal cell phone. The stipend should cover essential use. Employees can minimize costs on their private phones by encouraging communication from the Observatory to the private phone and not vice versa. If you need to contact the Observatory on a business matter from a private phone, ask your colleague to call you back, either to your cell phone or to a landline, to reduce the cost of the call. Cell phone use is still a comparatively expensive means of communicating, and staff are encouraged to avoid the use of cell phones for business need as far as possible; utilizing instead landlines and VOIP services, such as Skype, wherever it is feasible to do so.

How is it paid?

It is paid monthly to eligible employees in the second paycheck of each month.

Who is eligible to receive the stipend?

1. Facility first responders: these are the individuals in each hemisphere who are contacted when security alarms go off, or networking/power and/or air conditioning or other critical systems go down at either the summit or base facilities. These are situations that cannot be scheduled, may occur at any time of day or night, and often require rapid response in order to prevent damage to expensive equipment essential to Gemini operations.
2. Support staff who respond to operational problems of the telescopes, instrumentation or other key facilities or services that are required out of hours.

3. Individuals who spend a significant amount of time away from the Gemini premises during their regular shifts and in the course of their work who need to be contactable and to make contact with colleagues or others on Observatory related business. This would not include time in a Gemini vehicle for the reason that each vehicle is already equipped with at least one communication device (either a radio or a cell phone, or both).¹

Given the stated eligibility criteria, I believe I am eligible for the phone stipend, but have not been informed that I will receive one. Who should I contact?

The phone stipend is proposed and approved by Associate Directors based on the abovementioned principles and confirmed by the Gemini Director in each case. If you feel you should receive a phone stipend, you should contact your Associate Director.

Can I be approved to receive the stipend for a short period of time while I work on a special project?

Yes, some individuals may temporarily be eligible to receive the stipend while they have special duties for a limited time (for example an acceptance or commissioning period).

What are my obligations if I receive a phone stipend?

Employees who receive a phone stipend consent to the use of their phone number, so that it can be published internally for Observatory business purposes. If an employee changes his/her phone number, or the phone associated with the stipend becomes inoperable for any reason, or is loaned to another person, he/she must notify the appropriate Gemini North or South Administrative Specialist in Reception within one business day of the change.

Is the phone stipend taxable?

Yes. It is considered taxable income, both in the US and in Chile. However, the stipend is not considered a part of base salary and, as such, will not be included in any calculations for benefits dependent on base salary (such as, for example, retirement benefits).

I will not receive a stipend but there is an occasional need for me to contact the Observatory outside of working hours. How can I claim for these calls?

Staff who do not qualify for a phone stipend may have a need to use a cell phone for business purposes (or, indeed, a landline or a VOIP provider such as Skype) and they will be reimbursed for such expenses, as long as the expense meets the allowability test (reasonable and necessary). This means that the call or calls are considered by Gemini as "necessary" for the performance of Gemini's normal operations and "prudent" as defined by the regulations which govern the use of our funds i.e. "A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs". Such reimbursement can occur if the employee's manager approves the calls being claimed meet these criteria.

The employee may be reimbursed for business calls if the calls are limited to the lesser of the total additional minutes charged on the employee's telecoms service invoice (i.e. expenses for minutes already included in a plan will not be reimbursed) or the actual minutes charged on Gemini business.

Can I claim cell phone charges when I am on travel?

If you receive a phone stipend:

Staff receiving a phone stipend may receive reimbursements for telecoms charges while on foreign business travel, subject to the same reimbursement rules for employees who are ineligible for the phone stipend.

National cell phone charges are considered as part of the monthly phone stipend. Consequently, phone stipend recipients may not receive additional reimbursements for national expenditures. Exceptional cases may be considered by the Gemini Director for reimbursement.

If you do not receive a phone stipend, you may request reimbursement for strictly business related cell phone charges, but you will need to ensure that the claim shows your reasonable and prudent use. In most circumstances, the use of a cell phone to make international calls will not be considered reasonable, as more reasonable alternatives exist (such as Skype and other VOIP services, landlines etc). You may also request the caller from overseas to call you back on a landline, which again will be cheaper than international cell phone use and, in most circumstances, the more prudent option. These latter mentioned charges may be claimed using the same procedure for reimbursements for cell phone, landline or VOIP service use for employees who do not receive the phone stipend.

If claims are to be made for such on-travel costs, they must be made via the Travel Expense Report.

What back-up documentation is required to process a cell phone (or other telecoms charges) reimbursement request?

Gemini will not pay telecoms service providers for these costs. The employee should make personal payment to the telecoms service provider, as usual (directly, or through an intermediary, such as the hotel where the traveler is lodged) and should submit a check request - or a Travel Expense Report/TER (if the call is incurred on travel) - requesting personal reimbursement from Gemini.

The Check Request or TER should list the individual as the payee. A copy of the telecoms service provider's invoice should be attached to the Check Request or TER, with the separate business call charges clearly marked and noting who was called and the purpose of the call. The Check Request or TER must be carefully reviewed for appropriateness by the budget manager and approved for payment. The Controller will make the final determination of allowability, should there be any doubt about the reimbursement claim.

When is the stipend amount reviewed?

In January of each year.

What are Departmental Cell phones?

Departmental cell phones may be provided when an Observatory group has a frequent or ongoing business need for the temporary use of a cell phone. These cell phones will not be provided for individual employee use (assigned exclusively to an employee), but will be provided for business use by multiple individuals within group in question.

A department or group manager with budget authority may request a "Department Shared Cell Phone". The procurement of a Departmental Shared Cell phone must be approved by the appropriate Associate Director.

Who are Departmental Cell Phone Custodians? What are their responsibilities?

The Departmental Cell phone Custodian is the person to whom a departmental shared cell phone is assigned, who will have budget authority on the group account number to be charged.

The Departmental Cell phone Custodian must manage and maintain control of the device, including phone assignment and ensure that the equipment is only used for business purposes. This entails:

1. Informing any user of the departmental cell phone of the rules associated with its use.
2. Monthly review and maintenance of records that establish the amount, date, place, and business purpose for each business call.
3. Ensuring that Departmental Cell phones are used for business purposes only. If the monthly review of the cell phone invoice shows that personal use occurred, the Department Cell phone Custodian is responsible for notifying the employee's supervisor with information on call specifics and any incremental charges incurred. The employee's supervisor is responsible for the recovery of the unallowable costs and for instituting disciplinary action if these are not forthcoming within the month of the cell phone charge.
4. Preparing a notated copy of the monthly cell phone bill, showing who was called and the purpose of the call, and submitting it to accounts payable in Hilo (for phones leased in Hawaii) or to the Gemini NOAO-S liaison (for phones leased in Chile) along with the signed approval to pay the cell phone bill.
5. Failure to provide timely approvals and notated copies of the monthly cell phone bills to accounts payable or the Gemini NOAO-S liaison may result in cancellation of the departmental cell phone. "Timely" means that the proper approval and documentation is provided in time for the on-time payment of the cell phone bill within normal payment schedules.

What happens if there is personal use of a Departmental cell phone?

Departmental Shared Cell Phones may only be used for business purposes. If there is a special circumstance and incidental use of the cell phone occurred for an emergency or urgent personal situation, the employee should notify his/her supervisor and the Department Cell phone Custodian of the date, time and reason for the call. If there are any charges over and above the standard monthly plan, the employee must reimburse the Observatory for the charges. If incidental personal use of the cell phone is abused, disciplinary action will be taken.

If the Departmental Cell phone Custodian frequently performs the duties associated with that role poorly or tardily, the Departmental Shared Cell phone may be cancelled or assigned to a different Custodian. Corrective action will be taken in any such case, which may include disciplinary action for any culpable, seemingly intentional conduct which breaches Gemini's cell phone policies.

How is a Department Cell phone established?

Procurement will obtain a Department Shared Cell Phone following a purchase request from the departmental manager, which includes confirmation of the approval of the Departmental Cell phone and the associated conditions by the appropriate Associate Director.

¹These may only be used when the vehicles are stationary.

Cell Phone Policy Implementation FAQ's

When will this new policy be implemented?

October 31st, 2011, will be the last day for which Gemini will pay costs of cell phones that are assigned to individuals, but contracted to Gemini (AURA). As of November 1st, 2011, phone stipend payments will be made to eligible individuals.

As cell phone bills are received in arrears, Gemini will pay for individual cell phone costs that are billed after October 31st, 2011, but only for those calls made and services used up to and including that date, for which the customary allowability rules apply.

I previously had a Gemini-provided cell phone. I want to keep that number. Can I? If I can, are there any conditions associated with this? How can I set this up?

(Chile):

The Account Executive at Entel PCS who oversees the Gemini/AURA cell phone contracts is Astrid Baraqui Schwarze. Her telephone number is 6004611010 or 09-8200396 and her e-mail is abaraqui@entel.cl. You will need to contact her (she will not contact you) and she will confirm plan terms and conditions with you.

If you decide to maintain the same cell phone and number, Astrid will provide you with a document called a "Solicitud de Cesacion" (Request for Cessation of Contract), which you will need to provide to Kelcy Sulantay. She will arrange for the document to be

signed by both parties to the transfer (Hugo Garcia for AURA and yourself), prior to October 25th, 2011, so that you can maintain the cell phone and number past October 31st, 2011.

Entel PCS may also request that you provide them with a copy of the front and reverse of your “Cedula de Identidad” and proof of your earnings, which is a customary requirement for telecoms companies in Chile.

If you keep the cell phone and number, you will be responsible for the contractual agreement between yourself and Entel PCS from November 1st, 2011. Gemini will not be responsible for any matters or charges associated with the cell phone from October 31st 2011.

You will also be required to complete and submit the Phone Stipend Form and submit it to AFG no later than October 25th 2011.

If you do not provide AFG with a completed “Solicitud de Cesacion” and Phone Stipend Form by October 25th, Gemini will provide Entel PCS with instructions to terminate the current contract on October 31st, 2011. Employees with cell phones under Gemini cell phone contracts that will be terminated will be required to deliver the Gemini cell phone and chip to AFG no later than October 31st, 2011.

(Hawaii):

The AT&T users must call 888-444-4410, select Option 2, and then Option 5. You will need to provide your payment and plan information at that time. The cell phone carrier will not contact you.

If you decide to maintain the same cell phone and number you will need to contact the cell phone provider directly and notify Claire Tanaka of your decision prior to October 25th, 2011, so that you can maintain the cell phone and number past October 31st, 2011.

If you keep the cell phone and number, you will be responsible for the contractual agreement between yourself and the cell phone provider from November 1st, 2011. Gemini will not be responsible for any matters or charges associated with the cell phone from October 31st, 2011.

You will also be required to complete and submit the Phone Stipend Form and submit it to AFG no later than October 25th, 2011.

If you do not provide AFG with the Phone Stipend Form by October 25th, Gemini will provide the cell phone provider with instructions to terminate the current contract on October 31st, 2011. Employees with cell phones under Gemini cell phone contracts that will be terminated will be required to deliver the Gemini cell phone and chip to AFG no later than October 31st, 2011.

I want to keep the number of the cell phone Gemini has previously assigned to me even though I haven't been recommended for a phone stipend. Can I? If I can, are there any conditions associated with this? How can I set this up?

Yes, you can. The process for the transfer of ownership from Gemini/AURA to you will be exactly the same as for the staff who currently have a Gemini paid cell phone and will receive a stipend. See the relevant sections about keeping the cell phone and number in the answer given immediately above.

I want to keep my Gemini-supplied cell phone number, but change the model of my cell phone. Can I? If I can, are there any conditions associated with this? How can I set this up?

You may, but Gemini will not be responsible for any costs involved, if there are any. Any such change will be a matter for you to discuss and agree with the cell phone provider.

I do not want to keep my Gemini-supplied cell phone or number. What do I need to do?

You will need to inform AFG of your decision by October, 25th, 2011. Gemini will provide the cell phone provider with instructions to terminate the contract on October 31st, 2011. Employees with cell phones under Gemini cell phone contracts that will be terminated will be required to deliver the Gemini cell phone and chip to AFG no later than October 31st, 2011.

If I have to buy a cell phone will Gemini pay for it?

No. No one is required to have a personal cell phone for Observatory business.

I have been recommended for a phone stipend, but do not want to receive one. What should I do?

You should contact your Associate Director to discuss. Your Associate Director will inform AFG if you have been recommended, but have chosen not to receive the stipend.

I have been recommended for a phone stipend. What do I have to do to receive it? i.e. How is it set up?

First of all, treat the issues related to the actual cell phone (e.g. whether or not you already have a Gemini-supplied phone, any interest in having a new cell phone model etc) as a separate matter to the setting up of the phone stipend.

If you have been recommended to receive a phone stipend, you will be contacted by AFG and provided with a "Cell Phone: Personnel Action Form" for you to complete, where you'll be asked to provide your name, job title, whether you are paid in US Dollars or Chilean pesos and also to sign and date your agreement to the following declaration:

I consent to the Gemini's use of my personal cell phone number, so that it can be published or otherwise distributed internally for Observatory business purposes. Should I change my personal cell phone number, or for some reason my personal cell phone becomes inoperable, I recognize my obligation to inform the appropriate Gemini North

or South Administrative Specialist in Reception within one business day. I wish to receive the Gemini phone stipend in return for my acceptance of these obligations.

You will then need to forward that form to Claire Tanaka at Gemini North or Kelcy Sulantay at Gemini South no later than October 25th, 2011.

Between October 25th and October 31st, 2011, the remaining parts of the Phone Stipend: Personnel Action Form will be completed and signed by AFG, the HR Manager, the Controller, your Associate Director and the Director.

Once all have signed, HR will notify you and your immediate supervisor, forward the form to the respective payroll group, update the Ultipro HR system and save a copy in your employee file.

The first stipend – for the month of November, 2011 – will be paid in the second paycheck of November, 2011.

What happens if I am eligible for the stipend less than a month?

Note that if you have been eligible for the allowance for more than 15 days in any month, the full allowance will be paid. If you have been eligible for the allowance for 15 days or less days in the month, the allowance will not be paid but you can claim reimbursement as explained by the policy.

When does the stipend end?

Once the payment of the stipend under this policy commences, it will continue until a revised PAF is issued showing a discontinuation of the allowance, or until employment ends, subject to any policy change. Individual approvals will be reviewed annually. The phone policy itself may be reviewed at any time, for its appropriateness to operational need and telecoms market developments. Consequently, the provision of a stipend or a specific stipend amount for the purpose of business cell phone use is not guaranteed indefinitely.

From what Gemini account will the phone stipends be paid?

From the employee's home account i.e. the account that pays the employee's salary.

From what Gemini account will the Departmental Cell phone charges be paid?

From the relevant operations account of the group requesting the departmental cell phone.

What are the key dates in the implementation of the new phone stipend policy?

By September 23rd, 2011	Associate Directors & Director agree phone stipend policy and its proposed implementation
By September 27 th , 2011	AFG establishes a webpage with all the relevant information for affected staff
By September 30 th , 2011	Affected staff receive e-mail, informing them of the policy changes and the implications for them.
By October 25 th , 2011	Staff requesting a phone stipend must submit the Phone Stipend Personnel Action Form and also the relevant transfer form (the latter only if they wish to maintain their current Gemini-supplied cell phone).
Oct. 25 th to Oct. 31 st , 2011	Relevant paperwork processed internally (and with cell phone providers, for existing phones)
2nd paycheck in November, 2011	First phone stipend payments

VII. Domestic Partner Benefits

This policy outlines the procedures to apply for domestic partner benefits. These benefits will be provided to the extent allowable by law, our cooperative agreement, our benefits carriers, and our policy.

Philosophy

In recognition of our diverse workforce and our desire to promote equity, we are extending benefits to domestic partners of Gemini employees. To the extent possible, domestic partners will receive the same benefits that are conferred on the partners and dependents of employees in partnerships by the institution of marriage. Since the institution of marriage is governed by state and federal law, something Gemini has no control over, this policy is established to make these benefits available to the domestic partners of employees.

Definition of a domestic-partner, for purposes of this policy

1. The employee and the domestic partner are in an exclusive spouse-like relationship and intend to remain in a domestic partnership with each other indefinitely.
2. Neither the employee nor the domestic partner is married or a member of another domestic partnership.
3. The employee and the domestic partner are not related by blood in a way that would prevent them from being married.
4. The employee and the domestic partner are both at least 18 years of age and mentally competent to contract.
5. The consent to the domestic partnership by the employee or the domestic partner has not been obtained by force, duress, or fraud.
6. The employee and the domestic partner hereby sign and file with Gemini Observatory any and all declarations of domestic partnership and/or verifications of eligibility as Gemini Observatory may from time to time prescribe.

Procedure for certifying a domestic partner

Those employees who wish to apply for domestic partner benefits must complete and sign:

1. The Gemini Observatory "Declaration of Domestic Partnership" form.
2. The Gemini Observatory "Dependency for Tax Purposes" form so that Gemini may properly tax benefits subject to tax.

The original of both of these forms will be included in the employee's file and copies will be furnished to the employee and the domestic partner. The original form will be kept in the file until:

1. The employee changes the partner designation by completing a new statement of domestic partnership and returning the new form to Human Resources.

2. The employee requests removal of the document and completes a statement of termination of domestic partnership. Benefit coverage for the domestic partner and his/her dependents will terminate at the end of the month in which the relationship ended.

Note: An employee's domestic partner will not be eligible for any of the benefits in this policy until the documentation described above is received.

Domestic Partner's dependents

For those benefits for which a domestic partner is eligible (see the rest of this policy for description of these benefits), the domestic partner's dependents will be treated the same as the dependents of a spouse of a similarly situated employee, to the extent allowable by law, our cooperative agreement, our benefits carriers, and our policy.

Health Insurance

The employee may enroll his/her domestic partner and the dependents of his/her domestic partner in the medical and dental benefit plans, subject to those plan limits. Gemini will pay the same portion of the medical and dental premiums for domestic partners and their eligible dependent children as it does for spouses and dependent children, currently 50% of these premiums. The employee is responsible for paying the remaining portion of the premium through payroll deductions as well as paying any applicable taxes.

If the employee's domestic partner and the domestic partner's eligible dependents cannot be classified as legal dependents for IRS tax purposes, federal tax law considers the fair market value of that coverage, including the employee's contribution to the premiums, as "imputed income" to the employee.

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

COBRA, which allows the employee and his/her eligible dependents to extend medical/dental insurance in the event coverage ends due to a qualifying event, does not recognize domestic partners. Gemini will offer a coverage equivalent to coverage COBRA provides for spouses for domestic partners, to the extent allowable by law and subject to approval from the relevant health insurance provider. Reference the copy of employee COBRA rights furnished to each employee upon hire as well as the *Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)* policy in the Gemini employee handbook for further details.

Flexible Spending Plan (Insurance Premiums Account, Medical Expense Account, & Dependent Care Expense Account)

The employee's domestic partner and the domestic partner's dependents are not eligible for coverage, *unless they qualify as legal dependents under the IRS definition*, in any of the flexible spending plan options, also known as an IRS Section 125 Cafeteria Plan, as this plan falls under IRS regulations which do not recognize domestic partners.

Family Medical Leave Act & Hawaii Family Leave Law

The Family Medical Leave Act, which applies to employees working in the US, does not recognize domestic partners. Employees will be allowed to take *Family Leave* equivalent to the leave outlined in the Family Medical Leave Act for spouses for leave related to their domestic partners. See the *Family and Medical Leave* policy in the Gemini employee handbook for a complete explanation of this benefit.

Family Sick Leave

A domestic partner will be considered the same as a spouse for purposes of leave under family sick leave. See the *Family Use of the Sick Leave* policy in the Gemini employee handbook for a complete explanation of this benefit.

Special/Bereavement Leave

For purposes of taking special/bereavement leave, the domestic partner will be considered equivalent to a spouse. See the *Special/Bereavement Leave* policy in the Gemini employee handbook for details.

Relocation

Relocation of household goods of the domestic partner and his/her legal dependents will be allowed, according to the Relocation Policy guidelines; however, Gemini will treat the amount spent as a taxable income to the employee as required by law. Relocation of the employee's household goods to the location of the job assignment is not treated as taxable income. Similarly, Gemini will pay the airfare to relocation the employee's domestic partner and his/her eligible dependents to the new location provided they have authorization to enter the country in question. The amount spent on the airfare for the domestic partner and his/her dependents will be treated as taxable income to the employee. Storage of the domestic partner's household goods in his/her home country while the employee is working in Chile is not allowed. See Gemini's Relocation Policy for further details on relocations.

Unique Policies & Procedures (Chile)

The *Annual Home Leave*, *Medical Emergency Travel*, *Language Training*, *Dependent Education Allowance*, and the *Repatriation of Remains* benefits will be extended to the domestic partner and his/her eligible dependents provided they have the necessary documentation permitting them to live in Chile. As Chile does not recognize domestic partners, the domestic partner will not be eligible for the "official visa" which is normally extended to spouses and eligible dependents of the employee assigned to Gemini South.

See AURA Policy *B-XXV Unique Policies and Procedures (Chile)* and the Gemini *Relocation Policy* for additional details.

Visas

Gemini Observatory will not sponsor, obtain, or pay for the Visa of a domestic partner nor the domestic partner's dependents. The employee and the domestic partner shall be responsible for obtaining and paying for any necessary visas for the domestic partner and his/her dependents.

Tax Implications

See the topic of interest for a brief explanation of tax implications for each of these benefits and consult your tax advisor.

Disclaimer: This policy is subject to change without prior notice.

Green Card Policy

Purpose

This policy establishes guidelines for sponsoring Gemini employees in seeking Permanent Residency in the United States.

Scope

This policy clarifies the circumstances upon which a green card will be sponsored by the Observatory and the financial support that will be provided.

Policy

The following requirements should be met in order for Gemini Observatory to sponsor a green card for an employee:

- The employee has at least 3 years of service with the Observatory
- The employee's position is long term as per the current staffing plan
- The employee's performance is in good standing
- The green card is for business purposes, based upon Observatory needs and/or interest, rather than personal reasons

Guidelines for the sponsoring of green cards are:

- Gemini Observatory will help with identifying legal support for the procedure
- Employees will be required to contribute 50% of the cost of the procedure, if other immigration options are not exhausted. Employees will have the option, if they prefer, to enter into an Agreement with Gemini Observatory to have Gemini Observatory pay the employees portion with the Agreement that the employee will remain in employment with Gemini Observatory for a period of three years following receipt of legal permanent residency.

- In addition to the employee costs, family members' green card costs will be paid in the same proportion as that of employees, depending on the option that has been selected as noted above, when a green card sponsorship is approved.
- If the employee voluntarily resigns from employment, prior to the end of the three year timeframe, the employee will repay in full expenses paid by Gemini Observatory related to obtaining Permanent Legal Residency.
- If all other immigration visas are exhausted, Gemini will pay for all costs associated with the procedure.

The final decision to grant sponsorship is at the discretion of the Director. The Observatory reserves the right to cease sponsorship at any time.

(Rev. 11/23/2015)

VIII. Procurement Policies

Purchasing Authority

All purchases are made by the Procurement Department, unless otherwise authorized. Refer to the [Procurement section](#) of the internal Gemini webpage for complete details on purchasing items.

Export Regulations

AURA Policy requires that employees, visitors, grantees, or other individuals utilizing AURA facilities comply with United States Export policies and regulations. Questions concerning export regulations should be directed to the Gemini Purchasing Agent, who is designated as the AURA Export Control Administrator for Gemini-North.

Before purchasing anything to be sent to Gemini South, please check with the Purchasing Department. This is a critical step because of the export/import regulations and specific paperwork that must accompany such a purchase.

Further details can be found on the [Procurement internal webpage](#).

IX. Travel

BUSINESS TRAVEL

Approval of Official Travel

Except for overland travel between the headquarters and the observing sites, domestic travel at AURA expense must be approved in advance by the Director or Group Manager. Employees must complete a *Travel Request* form and obtain all approvals prior to departing on business travel. Travel arrangements must be made through the appropriate travel coordinator.

The complete travel policy, as well as travel related forms and details, can be found on the Administration & Facility Group's internal [Travel Services](#) and [Visitor Support](#) webpages.

AURA-Owned and AURA-Rented Vehicles – Accident Reporting

Refer to the Administration and Facilities Group internal webpage on [Fleet Support](#) and [Car Rental](#) for complete details.

REIMBURSEMENT FOR TRAVEL EXPENSES

Full details on the reimbursement allowances and procedures can be found on the Administration and Facility Group's [Travel Services](#) internal webpage.

Relocation or Transfer

Introduction

The AURA Relocation Policy Section B XXXI provides the framework for eligibility conditions for relocation.

Purpose

This policy provides the framework for relocation allowances at Gemini Observatory

Scope

This policy clarifies the allowances available to new employees and expatriate staff in Chile returning to their point of origin. This policy applies to US Paid employees.

Policy – effective 1 March, 2014

The AURA Relocation Policy Section B XXXI provides the framework for eligibility conditions for relocation.

Eligibility

- Only full-time employees are eligible.

- Employees must be recruited from or transferred to locations beyond a 50-mile radius of the Center.

Relocation Assistance and Allowances:

- Travel. AURA/Gemini will arrange for one-way travel, at the most economical rate available at the time of reservation, for the employee and immediate household members.
- Shipment of household goods from one point of origin to destination. Shipment allowances will be based upon the following:

Moves to Hawaii only

1. Single employees - air shipment only of 250lbs and \$5,000 cash as a moving stipend
2. Employees with families - air shipment of 500lbs and \$10,000 cash as moving stipend

Moves to and from La Serena only

1. Single employees - air shipment of 250lbs and \$5,000 cash as a moving stipend
 2. Employees with families - air shipment of 500lbs and \$10,000 cash as moving stipend
- Temporary living arrangements - AURA/Gemini will arrange for up to 30 days housing and car upon arrival.

Note this policy also applies to Chilean expatriate staff who leave Gemini and relocate to their point of origin after 1 March, 2016. Gemini agrees to pay for the relocation costs back to the point of origin where they are not covered by a new employer.

Exceptions to this policy are to be agreed by the Gemini Director.

Use of Private Cars on Gemini Business

In the interests of employee safety, and to promote employee awareness about the Observatory's and their own obligations, this document provides guidance about when personal vehicles of employees may, and may not, be used for official Observatory business.

Gemini purchases and leases vehicles for the purpose of staff transport on business. "Business purposes" or "Gemini business" refers in this case to any approved activity which furthers the Observatory's mission. Ordinarily, vehicles that Gemini has purchased or leased will be the vehicles used by Gemini personnel when conducting Gemini business.

Gemini's fleet vehicle policy, and the continued care and attention of the employees,

has contributed to Gemini's successful road safety record in recent years. If, however, for some exceptional reason, you wish to obtain permission to drive in a private vehicle between the base facilities and mid-point facilities, or to the telescope summits, you should follow the approvals procedure outlined below. Please note that the Observatory is not promoting this option; merely clarifying approval processes for potentially exceptional cases.

The use of private vehicles by staff is not usually permitted for routine journeys on Gemini business between the base facilities and telescope summits, or to the mid points such as Hale Pohaku on the Big Island or Control Puerta in Chile. Driving on these routes – the roads most frequently used for Observatory business - is usually done in Gemini vehicles because they are subject to regular, appropriate maintenance and they have appropriate safety equipment on board.

Should you wish to use your own vehicle for Gemini business instead of a vehicle owned or leased by Gemini, you must obtain permission to do so. See “Approvals for Employees to Use their Private Cars on Gemini Business” below.

For practical reasons – including the small size of the Observatory's fleet of vehicles and regulations prohibiting the personal use of Gemini vehicles – there are also occasions when employees' private vehicles may be used for Observatory business. These include:

- a) Long distance business trips, such as from La Serena to Santiago;
- b) Cross- or around-island business trips, such as from Hilo to Kona or Waimea;
- c) Business journeys from the home base, especially involving weekend travel or a combination of personal travel;
- d) If no fleet vehicle were available for a telescope-bound trip and the trip could not be postponed without significant prejudice to the Observatory's mission;
- e) Trips around town (in La Serena or Hilo) during which Observatory business may be conducted.

Passengers not involved in Gemini business may be carried when private vehicles are used for Gemini business. It will be your responsibility to follow Gemini's driving requirements when operating your private vehicle while on Gemini business - *Driving Requirements-Gemini Safety & Health Management System Element*

2.9: [English](#) | [Spanish](#)

Workers Compensation insurance would provide for your medical bills should you be treated for injuries following your involvement in a vehicle accident while using your own vehicle for Gemini business. Workers compensation would not pay for any injuries to any non-employees traveling with you. Your own Auto Insurance would be solely responsible for all medical costs for any non-employee driving with you who was injured in the accident. (Medical expenses for any Gemini employees being carried on business as passengers would be covered under Workers Compensation insurance as well.)

You must inform your immediate supervisor of any involvement in an accident in a private vehicle being used for Gemini business, in the same way that you would if you were using a fleet vehicle or a vehicle leased by Gemini. In such cases, your

immediate supervisor must immediately inform the Safety Manager, the Controller and the local Administration and Facilities Manager of the accident.

Corrective actions when using a private vehicle for Gemini business are the same as those for infractions of the driving requirements policy when using a Gemini fleet or leased vehicle.

Employees who use their private vehicle for business purposes are also liable for the arrangement of any breakdown or recovery truck, and for any associated costs, should their private vehicle suffer a malfunction and/or damage during the trip.

Expense Reimbursement of the use of Private Cars on Gemini Business

In any circumstances where a business and personal trip is combined and a Travel Request is required, you must always ensure that the subsequent Travel Expense Report claims only reflect the business portion of your trip.

Current mileage rates can be viewed at
<http://internal.gemini.edu/index.php?q=node/647>

When mileage is paid by Gemini, it is calculated to cover for trip costs associated with fuel, vehicle depreciation, maintenance and the vehicle insurance required by local laws which permit the vehicle's occasional use for such business purposes. You must have valid and current vehicle insurance if you use your vehicle for Gemini business. If you drive your personal vehicle on Gemini business, you are fully responsible for the liability of your vehicle and any damage to other persons or vehicles that may arise from an accident, in the same way you would be if driving on trips not involving work matters. AURA does not hold insurance coverage for your personal vehicle, nor for covering any third parties or property that could be involved in such an accident, nor for any fines or citations that may be issued to you, as the driver.

Approvals for Employees to Use their Private Cars on Gemini Business

Approvals for the business use of your own vehicle for reasons quoted in (a), (b) and (c) above are obtained by noting the intended use of your private vehicle when the use of a private vehicle has been discussed and approved by your supervisor prior to the trip in question. Such trips require a Travel Request to be submitted before the trip.

If it appears, as (d), that no fleet vehicle is available for a telescope-bound trip, and the trip cannot be postponed without significant prejudice to the Observatory's mission, you must first make contact with the vehicle coordinator who will make every effort to ensure the prompt availability of a fleet vehicle. If no such vehicle will become available in time, you may use your own vehicle to make the trip. In such circumstances, you need to follow the approval process described above.

Fleet vehicles are readily available if you need to run a business errand around town (e.g. the picking up of goods to be used at the Observatory, obtaining a visa,

attending a meeting). You are encouraged to request the use of a fleet vehicle for this purpose via the vehicle coordinator. You may, however, use your own vehicle, as in (e). Reimbursements are not available for these short trips.

If you wish to request approval to use your own vehicle to drive for Gemini business to the telescope summits and/or the mid-points, you should write to your associate director, copying your immediate supervisor, with a detailed explanation as to why you believe your exceptional circumstances merit the amendment. The AD will seek advice from HR and Safety before making any approvals.

FAQ's - Use of Private Cars on Gemini Business

If a private vehicle is used for Gemini business, is the organization liable if the driver is responsible for any accident or property damage?

The third paragraph in page 2 of the policy document (attached) indicates that employees driving personnel vehicles on Gemini business are “fully responsible for the liability of the private vehicle and any damage to other persons or vehicles that may arise from an accident, in the same way you would be if driving on trips not involving work matters”

-Is Gemini responsible for personal injuries? It's a known occurrence in the insurance industry that individuals accidentally slam their fingers in the door or hatch and personal injury claims are common.

The second to last paragraph in page 1 includes the following text that addresses this question: “Workers Compensation insurance would provide for your medical bills should you be treated for injuries following your involvement in a vehicle accident while using your own vehicle for Gemini business. Workers compensation would not pay for any injuries to any non-employees traveling with you. Your own Auto Insurance would be solely responsible for all medical costs for any non-employee driving with you who was injured in the accident. (Medical expenses for any Gemini employees being carried on business as passengers would be covered under Workers Compensation insurance as well.)”

How will Gemini's safe driving policy be maintained? There will be no GPS monitoring and speeding has been an issue with rental vehicles while traveling to the summit.

The policy requires all staff to “follow Gemini's driving requirements when operating your private vehicle while on Gemini business - Driving Requirements-Gemini Safety & Health Management System Element 2.9:” (see 3d to sat paragraph in pg. 1). Gemini provides several transport means to staff needing to displace on business, and the use of private cars for business purposes should be limited to exceptional cases. These cases will require prior approval from the employee's supervisor and

associate director. The policy advises risks and responsibilities for employees driving their own cars for Gemini's business.

-Will there be defined schedules that personnel can use their vehicles for work to eliminate the possibility of questionable claims?

Workers Comp will provide for medical bills and care, and there is no limit in the schedule as long as the accident takes place while on Gemini's business (see second paragraph in page 2: "Business purposes" or "Gemini business" refers in this case to any approved activity which furthers the Observatory's mission. Ordinarily, vehicles that Gemini has purchased or leased will be the vehicles used by Gemini personnel when conducting Gemini business.").

X. Safety & Security

Workplace Security

Gemini Observatory management is committed to a non-violent environment for all employees and visitors. Acts of violence and threats of violence are not acceptable conduct in the workplace and will not be tolerated. Violent acts and threats of violence must be reported to the employee's manager and the Human Resources Manager. For security reasons, employees may not bring firearms, weapons of any kind, explosives, or any illegal substance, or any other harmful or potentially harmful items onto AURA property.

Work-Related Injury or Illness

Gemini Observatory provides a safety net for any employee who is injured or becomes ill as a result of his/her job. As mandated by law, Gemini Observatory provides insurance that will pay the employee during a work-related injury or illness. An injured employee will continue to receive pay until he/she returns to work or, if later, the expiration of six (6) months' absence. To qualify for this status, income benefits received from Workers Compensation must be returned to AURA/Gemini. If the absence is expected to exceed six (6) months, the case will be reviewed to determine the employee's status. The employee has the responsibility of informing the Safety Department if such an incident should occur. If an employee is absent from work due to work-related causes he/she must present a note from his/her attending physician to the Human Resources Department. The physician and Gemini Observatory are required to file reports with the State (Hawaii or Arizona, depending on where the injury occurred). It is imperative that the employee keep his/her manager informed of the duration of absence and any treatment that is ordered by the doctor. In addition, the employee should work closely with Human Resources and Safety to ensure all state requirements are met.

All work-related injuries and/or illnesses must be immediately reported to the Safety Department.

Safety and Health Policy

Gemini is committed to "nurturing Safety of people and equipment in all our actions." The full Safety and Health Policy, as well as other Safety-related information, can be found on [Safety's internal webpage](#).

XI. Completion of Employment

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

Gemini Observatory provides the opportunity for continuation of medical and dental benefits, at the option of the employee, provided the employee meets eligibility requirements set forth by law. This law, known as COBRA, provides the employee and/or his/her eligible dependents the opportunity to purchase existing group health and/or dental insurance if the employee's coverage ends due to: completion of employment, divorce, or another qualifying event. A complete explanation of COBRA benefits will be given to the employee in the event the employee or the employee's dependents become qualified to receive COBRA coverage.

Compensation/Non-Compensation for End of Employment

- *Terminal Vacation:* Terminating employees will be paid up to a maximum of 384 hours of accrued, unused vacation leave. No contribution to the employee's retirement plan will be made based on terminal vacation payout. Generally, vacation is not granted in conjunction with termination, unless the termination is for retirement.
- *Accrued Sick Time:* Sick leave is not compensated upon termination
- *Additional Holidays:* any other holidays are not compensated upon termination. Holiday pay will not be granted for holidays occurring during vacation in conjunction with and preceding termination, or for one that occurs the day after termination.
- *Tuition Reimbursement:* If an employee leaves his/her employment prior to completion of a duly authorized course, the employee will not be reimbursed. To be reimbursed, an employee must be an active employee of AURA (Gemini Observatory) at the time of reimbursement.

Exit Procedures

When a manager learns of the pending voluntary termination of an employee, the manager informs the Human Resources Department as soon as possible. The Human Resources Department will forward *Exit Interview* and *Completion of Employment* (COE) forms to the employee. The employee completes the *Exit Interview* form and returns it to Human Resources. Managers are responsible for the collection of all AURA/Gemini property from the departing employee prior to the final day of employment. Keys are returned to the Administrative Assistant responsible for key assignment. The IS Department will sign off on any computer accounts.

Final Paycheck

In order to process an employee's final paycheck, the Payroll Department requires a completed final timecard.

Reduction in Force

Should layoff become necessary, notice or severance pay in lieu of notice may be given. The amount being determined by the status and length of service of the employee. Employees whose employment ends because of a reduction in force and who are rehired within one year will not lose seniority in regard to vacation and sick leave accrual rates.

References

Employers seeking information about a previous employee must be directed to the Human Resources Manager. Managers, supervisors or former co-workers should not speak to a potential employer of a previous employee without first checking with the Human Resources Manager. Professional references may not be given without explicit approval by the Human Resources Department.

Resignation

A minimum of two (2) weeks written notice is requested of all employees who voluntarily resign; the letter of resignation indicating the final day of employment must be forwarded to the Human Resources Department. Employees are encouraged to provide as much additional notice as possible.

If completion of employment is due to entrance in the U.S. Armed Forces, benefits and years of service will be reinstated upon return to AURA in an eligible category.

Termination

Employment at Gemini is "at-will"; that is, either an employee or Gemini may terminate the employment relationship at any time, for any reason with or without notice. If Gemini terminates employment, an employee will be paid wages due in full at the time of discharge. If discharge occurs at a time and under conditions that prevent immediate payment, the employee will be paid not later than the next working day following discharge.

Transition related policies

AURA Policies provide the overarching framework by which we operate. However, during the Gemini transition there will be some further development of policy and practice required.

Recruitment

- All New recruitments and contract extensions are approved by the signatory chain of the HR Manager, Finance, Associate Director and Director.
- All new recruitments are to be based on the Gemini Staffing Plan.
- When an employee leaves there will be a review of the staffing plan of the particular group, to establish if there is an opportunity to de-scope and not to fill the vacancy, fill the vacancy short term, or revise the position to align with current needs.
- There will be no replacement of positions impacted by separation, resulting from the transition.
- There will be no re-hiring of people impacted by separation, except in exceptional circumstances and as approved by the Director.
- In line with AURA policy, the best candidate for the position will be selected.
- New vacancies will be advertised to all Gemini staff first, prior to being advertised externally.
- Internal candidates will be evaluated first in the selection process and if there is a match to the job requirements, will be interviewed first.
- The Hiring Manager may decide whether or not to interview external candidates. The Hiring Manager will make this decision in consultation with Human Resources.

Selection Process for separation (staff on indefinite contracts)

- A business case must be prepared by the Group Manager and approved by the Associate Director/Director, as to the justification for the position and staff member being selected for separation.
- The staffing plan represents the agreed future organization that selection is based upon.
- Some positions will automatically self-select where only 1 position exists.
- Where there are multiple staff members in similar positions that will require a selection process to be performed according to objective criteria: Performance evaluations, budget and attendance record. Performance assessment should consider aptitude for requirements of the remaining position that may be different from the existing duties. This requires documentation within the business case.
- Alternative positions will be considered for staff impacted prior to confirming any separation.
- In accordance with AURA policy, where the employees future position is impacted by the transition. AURA will proactively look for re-assignment opportunities and the impacted employee will receive priority in any recruitment process, but the best overall candidate will be selected for the position.

Notice periods

- It has already been communicated that AURA/Gemini will endeavor to provide as much notice as possible to employees impacted by separation.
- It is recommended that at least 3 months' notice be provided to employees.
- However, in exceptional circumstances where impacted staff are in sensitive positions where there is deemed organizational risk, it may be appropriate to provide no notice. This should be documented within the business case.

XII. AURA PROPERTY CUSTODIAN RESPONSIBILITIES

AURA Employees:

1. All AURA employees have the responsibility for the proper management and control of all AURA property within their work area, whether assigned to them or someone else.
2. This responsibility includes reporting any known missing, stolen, or non-working property in their work area to their Department Supervisors or the AURA Property Officer.

Department Supervisors:

1. Each Department Supervisor is responsible for implementing property administration effectively and compliantly within their department by ensuring that Property Custodians receive full cooperation from end-users and purchasers of property.
 2. Each Department Supervisor will assign a Property Custodian for all Capitalized property (\$5000 and up) within their Department. This person will be responsible for all Capitalized property assigned to their departments.
 3. Each Department Supervisor must ensure that the Department Property Custodian receives training in property management requirements and acknowledges Custodial responsibilities.
 4. Each Department Supervisor must ensure that property in their department's custody is identified, inventoried, safeguarded, maintained, utilized and disposed of in accordance with AURA policies, and all relevant state and Federal laws.
 5. Each Department Supervisor will inform the AURA Property Officer of any missing or stolen department property.
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1. Each Department Property Custodian must be aware of his/her responsibility for the proper management and control of AURA property, and should ensure that:
 - Property is used only for approved AURA purposes only, and not for personal gain.
 - All equipment is appropriately coded, recorded and marked. If changes to the property record or status are required, the Department Property Custodian shall notify the AURA Property Officer.

- Equipment is in good working condition and equipment maintenance needs are met.
- Equipment is used by a responsible person who has been made aware of his/her respective responsibilities for property, and is property trained in its use and in any pertinent safety issues.
- Equipment is accessible at all times for audit purposes.
- Missing or stolen property is reported to the Department Head and the AURA Property Officer within 24 hours of discovery.
- The AURA Property Officer is informed prior to any site/building/room location changes of any assigned equipment, and of changes in custodian or end user.
- The AURA Property Officer is consulted prior to removal of equipment (to Surplus, cannibalization, etc.).
- The AURA Property Officer provides advance approval of the use of AURA property at another location or by a sub-contractor.

Acknowledgment of Receipt of Employee Handbook

I, [print name:] _____, hereby acknowledge my receipt of the Gemini Observatory Employee Handbook. I understand and agree that this Handbook is not a contract, but instead sets forth guidelines, policies, and procedures for Gemini employees.

I understand that this Handbook supersedes and cancels all prior Gemini employee handbooks, as well as any prior policy, notice, memorandum, or communication on the same subject matter covered in this Handbook. If a previous policy, notice, memorandum, or communication conflicts with any provision of this Handbook, I understand the provision in the Handbook shall govern.

I understand that I am employed at-will by Gemini Observatory, and that either Gemini Observatory or I may terminate my employment at any time, without prior notice, and without cause. I understand that nothing in this handbook changes my at-will status. I further understand that only the Human Resources Manager has the authority to enter into contractual agreements with me concerning my employment, and that any such agreement must be in a written document signed by the Human Resources Manager.

I understand that it is my responsibility to carefully read this handbook and familiarize myself with its contents. I agree that if I do not understand or have any questions regarding anything contained in this handbook, I will seek clarification from my supervisor and the Human Resources Department.

I understand that Gemini Observatory, in its sole discretion, may alter, modify, or cancel this Handbook and any of its contents at any time.

I understand and agree that it is my responsibility to follow the guidelines, policies, and procedures described in this Handbook.

I understand that my violation of any of the policies, procedures, or requirements contained in this Handbook, on the [Intranet](#) or at <http://www.aura-astronomy.org/about/sectionB.asp> may be subject me to disciplinary action, up to and including termination of employment.

Agreed and Acknowledged by:

Employee Signature

Date

Revised 01/2016