



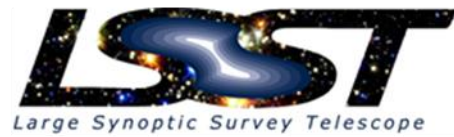
**ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.**

GEMINI OBSERVATORY • LARGE SYNOPTIC SURVEY TELESCOPE • NATIONAL OPTICAL ASTRONOMY OBSERVATORY • NATIONAL SOLAR OBSERVATORY

## AURA Employee Handbook

for

NOAO, NSO & LSST Centers





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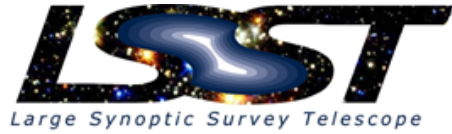
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## About AURA



National Optical Astronomy Observatory (NOAO); National Solar Observatory (NSO) and Large Synoptic Survey Telescope (LSST) are 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 various Centers 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 Gemini Observatory in Hawaii and Chile.

A Board of 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>

# **Preface**

## ***To all NOAO, NSO & LSST Employees***

This handbook provides general information about those policies and programs that most directly affect AURA employees assigned to NOAO, NSO and LSST. In general all information pertains to any staff members on the payroll of NOAO/NSO/LSST or related entities paid through the AURA Central Administrative Services. However, some locations may have differing policies and procedures specific to the location.

The details of the policies or programs are described in the AURA Policies and Procedures Manual, insurance or benefit plan documents and contracts, or other documents as applicable. The AURA Policies and Procedures Manual is available online at <http://www.aura-astronomy.org/about.asp?aboutType=policies>

In case of conflict between documents, the AURA policies/procedures or specific plan document prevails. Benefits summaries and plan documents are available in the AURA Human Resources office, located in Tucson. Questions about any of the policies or programs described here should be addressed to the AURA Human Resources Manager.

This booklet is used to provide guidance only and is updated and otherwise modified on a continual basis. Comments and suggestions to improve this booklet are encouraged since a free exchange of information is vital to our efforts to make this an even better place to work.

This booklet provides guidance to all NOAO/NSO/LSST employees in our various locations; however, interpretation of the policies and procedures may be affected by the circumstances of a specific location. This handbook does not pertain to the local Chilean staff at NOAO-South – and does apply to expatriate hires (on the U.S. payroll) at NOAO-South.

No statement of policy or practice contained in this book is intended as a contractual commitment to any employee or group of employees. AURA and the Centers reserve the right at any time to change or cease any or all of the policies contained here or to take actions that may be contrary to a policy or practice described here.

Throughout this document, NOAO, NSO and LSST will collectively be referred to as “Centers” and the terms “AURA” and “Centers” may be interchanged in this Handbook. The terms “supervisor” and “manager” may be interchanged in this handbook and refer to an employee’s direct supervisor or manager or designee.



# 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, gender, sexual orientation and/or gender identify expression, color, age, religion, national origin, lawful political affiliation, disability, veteran status, and/or any other protected class as may be legally established in the jurisdictions in which our Centers are located.. 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, gender, sexual orientation and/or gender identify expression, color, age, religion, national origin, lawful political affiliation, disability, veteran status, and/or any other protected class as may be legally established in the jurisdictions in which our Centers are located. 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 AURA Human Resources Manager for the Centers, 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 William Smith  
Association of Universities for Research in Astronomy, Inc.

## **Equal Employment – Arizona Specific**

In Arizona, the Centers maintain the policy to grant preference in employment to Native Americans living on or near the Tohono O’Odham Nation, as agreed by the National Science Foundation and the Tohono O’Odham Nation in a lease agreement dating back to 1958.

## **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 and the Centers’ 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 Center Human Resources Manager within five (5) days after the conviction. The Drug-Free Workplace Act of 1988 mandates this requirement. Each AURA Center 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. Centers may require satisfactory participation in a drug abuse assistance or rehabilitation program for employees. Each AURA Center 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. Former employees who are rehired must also complete the I-9 form if they have not completed an I-9 with the Center within the past three (3) years or if their previous I-9 is no longer retained or valid.

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

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

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](http://www.uscis.gov). Employees on J-1 visas should report address changes to the Human Resources Office.

### **E-Verify**

AURA is enrolled in the E-Verify program to comply with the federal contractor regulation and Arizona State requirements. When required, the information from the I-9 will be submitted for verification through the federal E-Verify system by Human Resources.

### **Visa and Permanent Resident Sponsorship**

AURA Centers seek to hire the most suitable job candidate without regard to national origin or citizenship, as long as the selected individual is authorized to work in the United States. Where deemed necessary, we will facilitate securing an appropriate employer-sponsored work authorization visa or permanent resident alien designation.

All offers of employment to candidates requiring work authorization are contingent on the attainment of the required work authorization.

When deemed in the best interest of the Centers, an employment-based permanent resident alien petition may be supported.

## **II. Conditions of Employment**

### **Application for Employment/Recruitment**

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. All applicants are encouraged to complete the Invitation to Affirmative Action form attached to the application. All employees are employed by AURA, assigned to a specific Center.

Open positions are usually publicized a minimum of 5 days. Such publication may include listing in the recruitment notice and on the employment opportunities web page. For positions in Arizona, the recruitment notice will be shared with the Tribal Employment Rights Office for a minimum of 3 days prior to filling the vacancy. The Human Resources office is to be a party to all decisions regarding qualifications, rate of pay, etc.

If staff members from other AURA Centers, or affiliated observatories are under consideration for open positions the Human Resources Manager of the other observatory will be contacted to notify them of our interest in their staff member.

Pre-Employment Inquiries – AURA Centers reserve the right to inquire into the background of prospective employees, including previous employment and character references. For certain

positions, motor vehicle or credit references may be made. The results of these inquiries are confidential.

Physical Status and Examination - For certain positions, applicants (post offer) may be required to pass a physical examination as a condition of employment. Whenever considered appropriate, any employee may be required to undergo examinations to establish fitness for initial or continuing service. All such examinations will be at the organization's expense, and will comply with applicable regulations.

### **Classification of Employees**

The Centers have three categories of employment:

1. *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.
2. *Part-time Staff* are those hired to perform less than full-time work during the standard workweek. Employees regularly scheduled to work at least twenty (20) hours per week may be eligible for benefits on a proportionate basis. Employees working less than twenty (20) hours per week are not eligible for certain AURA and statutory benefits as outlined in this Handbook.
3. *Temporary or Seasonal Staff* are full-time or part-time employees hired to meet a specific workload or project of a predetermined duration normally of less than six months. Seasonal employees usually work intermittently on an as needed basis. Temporary and Seasonal employees are eligible for only very limited benefits.

### **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.

Continued employment is subject to satisfactory job performance and to the availability of funds and work. Certain Scientific Staff appointments may include specified contractual terms – see [AURA Tenure Policy](#) for details.

### **Employment of Relatives**

AURA or the Centers may employ relatives of employees, or minors, with the express approval of

the Center Director or a designee. Each situation will be considered and dealt with on its own merit.

Employees will not be employed within the chain of command of a related employee. Concerns regarding such employment should be discussed with the Human Resources Manager. If necessary the lines of supervision and authority will be adjusted to avoid circumstances that could be deemed a conflict of interest.

### **Outside Employment**

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 Center Director is required before outside work may be accepted. Employees considering, or engaged in, outside employment are advised to carefully read AURA Policy on Outside Employment, Professional Consultation, and Teaching by Staff.

### **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.

### **Performance Improvement or Disciplinary Procedures**

When it is necessary to correct unacceptable conduct or improve an employee's performance, disciplinary actions may be taken. Depending on the seriousness of the concern, any appropriate step in the process may be used at any time, including immediate suspension and/or involuntary termination of employment. [AURA Performance Counseling and Discipline Policy](#)

### **Grievance Resolution**

Employees who feel they have a grievance or formal complaint against any of its policies, practices, managers, or supervisors should have the opportunity to have such grievances and complaints heard and responded to fairly and promptly to foster and maintain productive and harmonious relationships.

Except for communications with or initiated by the complainant, participants in the grievance process will treat as confidential any information gained during participation. This includes all aspects of handling, investigating, reviewing, and making final decisions on complaints or grievances.

Unless there are extenuating circumstances, complaints or grievances must be stated within 15 working days of the occurrence that gave rise to the complaint, or if involuntary termination is involved, within five working days of receipt of the termination notice.

Please refer to the full [AURA Grievance Policy and Procedures](#)

## **Position Descriptions**

The Centers have 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.

Employees have the opportunity to receive copies of their written position. Position descriptions are reviewed at the time of performance reviews or whenever the nature of the position has changed sufficiently to warrant updates to the written description.

## **Probationary Period**

Where appropriate, a probationary period may be established at time of hire; when an employee is placed in a new position with different duties and/or responsibilities; or in order to provide the employee with the opportunity to improve when work performance or behavior is not at an acceptable level. The length of this period may vary with the situation.

## **Professionalism Standards of Conduct**

As professionals, all employees are expected to conduct themselves in a professional manner. This includes respect for other Center 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.

Please refer to the full [AURA Policy Governing Conflict of Interest](#)

## **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.

Please refer to the full [AURA Policy Governing Responsible Conduct of Research](#)

## **Promotion and Transfer**

Open positions are normally publicized on the [job board website](#) and on posted recruitment notices. Qualified current employees interested in an open position should submit an application via the job board. Current qualified employees will be normally be considered for openings prior to an external candidate – however, when appropriate, outside and inside recruitment may be simultaneous.

## **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/or appropriate AURA Committee.

## **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. Service time will be credited for any service with an AURA Center.

## **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 and Arizona State Ordinances requires that employees smoke outside the building, at least 20 feet away from the building windows, doors and ventilation intakes. In New Mexico, employees must be at least 50 feet away from entrances, windows and ventilation intakes. All smoking materials must be properly extinguished and disposed of in an approved container.

## **Employee Suggestions**

AURA Centers recognize that a diverse employee population will generate new and creative ideas and problem-solving methods. Accordingly, employees are encouraged to express themselves concerning improvement work methods and processes. We especially appreciate suggestions for increased productivity or where economy or efficiency can be achieved. A suggestion normally will be submitted through supervisory channels to the level at which a decision can be made. We encourage supervisors to keep employees informed of any decisions or changes that are made as a result of such suggestions.

## **Unique Policies and Procedures (Chile)**

Employees of NOAO South/CTIO should review the AURA policy - [Unique Policies and Procedures \(Chile\)](#) . Questions should be directed to the Human Resources Manager.



### **III. Time Of Employment and Compensation**

#### **Hours of Work and Work Week**

The workweek normally consists of 40 hours of work within the period beginning and ending midnight Saturday. Specific work hours (including lunch and break schedules) are determined by the supervisor and are dependent on the needs of individual jobs and are appropriate to the work being done.

The supervisor 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.

#### **Overtime Pay**

Exempt employees do not qualify for overtime pay.

Non-exempt employees receive overtime pay for time worked as follows:

Non-exempt employees receive overtime pay for time worked in excess of 40 hours per week. Overtime pay is only paid based on time actually worked. Overtime pay is not issued for hours over 40 in a week that are paid, but not actually worked, such as vacation, sick leave or holidays not worked. Part-time employees do not usually work overtime, but if they do, they also are paid one and one-half times the normal rate. All overtime work to be paid to non-exempt employees must be approved and documented on the submitted web-timesheet.

*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**

The Centers' pay period is bi-weekly, ending every other Saturday. Employees are paid every other Friday. Regular employees are paid on the last Friday of the pay period. Temporary, Seasonal or new nonexempt employees are paid on the Friday following the end of the pay period.

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**

Timesheets 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 timesheet. The timesheet 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 timesheets must be completed no later than Monday following

the end of the pay period. Managers and/or supervisors are responsible for ensuring timesheets are completed on time.

Falsification of a timesheet 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@aura-astronomy.org](mailto:payroll@aura-astronomy.org)

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.

### [Web Timesheet](#)

### **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. Part-time employees pay will be computed on the same basis as for holidays. Certification from the Court must be submitted to the employee's manager who is responsible for forwarding it to the Payroll 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**

There are ten paid holidays each year, which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and four holidays as designated by the Center Director. When a holiday occurs on a Saturday, the preceding Friday will be observed; when the holiday occurs on a Sunday, the following Monday is observed as the paid holiday.

Part-time employees normally scheduled to work 40 hours per pay period will receive the same holidays, as do full time employees. They are paid in direct proportion to the average number of hours worked per day during the previous pay period if they have worked at least 40 hours or more during that pay period.

### **Holiday Pay**

Employees are paid for the holiday at their regular rate of pay for the number of hours they normally work per day, up to 8 hours.

Non-exempt employees that work on holidays are paid holiday premium of one and one-half the normal rate plus up to eight hours' worth of holiday pay.

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.

### **Military Leave**

Up to 10 days leave with pay each fiscal year may be granted to full-time employees who are ordered to active duty in the U.S. Armed Forces and produce confirming evidence. Part-time employees scheduled to work at least 20 hours per week may also be granted leave with pay computed on the same basis as their normal part-time pay. Time off with pay is allowed for the pre-induction physical examination. For military leave that extends beyond the 10 days described above, leave without pay is available. Employees returning from Military Leave are subject to the protections afforded under USERRA regulations depending on the length of time served and reemployment requirements prescribed.

### **Other Leaves of Absence Without Pay**

The Director, for good and sufficient reason, may grant a leave of absence without pay for up to one (1) year. All such leaves must be discussed with the Human Resources Manager. Any period extended beyond one (1) year requires approval by the AURA Board.

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, *LWOP, which exceeds 31 calendar days, results in cancellation of insurance coverage*. Medical and dental insurance may then be continued under the provisions of COBRA. If an employee fails to return as scheduled, the center 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 [Sabbatical leave for Research Science Staff](#)

### **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. 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. In case of emergency, notification from someone other than the employee is acceptable. Please check with your supervisor in advance to verify what method of notification is acceptable (voicemail, email, etc.)

If the employee is absent for more than one week the employee is required to furnish a Doctor's note; doctor's notes may also be required for absences of less than one week.

Depending on circumstances, employees may qualify for Family Medical Leave and/or Short-term Disability Insurance (STD) and/or Temporary Disability Insurance (TDI) in Hawaii. Employees who may be out for longer than one week should contact the Human Resources Department for additional information regarding FML/STD/TDI.

*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 forty (40) hours except for Hawaii employees, who will normally be limited to eighty (80) hours, in any consecutive rolling twelve-month (12-month) period. Part-time employees are allowed a proportionate amount. An employee using sick leave for family care, must charge this time to "Family (sick)" on their time card.

If more than 40 hours of sick leave is needed for the illness of a family member, this must be requested and approved through Human Resources as it may apply to Family and Medical Leave Act.

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 (1<sup>st</sup>) year. Thirteen and one half (13.5) hours per month are accrued during the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) 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 following 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**

Regular, full-time employees may be granted up to 5 working days in a calendar year as paid bereavement leave in the event of the death of an immediate family member. Regular, part-time employees who regularly work 20+ hours per week may receive a pro-rata share of leave. Pay for part-time employees will be computed on the same pro rata basis as for holidays. A request for additional time requires the approval of the Center Director, or designee.

Immediate family is defined as spouse, domestic partner, children/children-in-law; parents/parents-in-law; grandparents/grandparents-in-law; grandchildren; siblings/siblings-in-law and/or an

individual in like standing, by law or relationship, as well as a member of the employee's established household. In the event the employee chooses to take a longer leave, such leave will be deducted from the employee's vacation balance.

### **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 (3<sup>rd</sup>) through fifth (5<sup>th</sup>) year of employment and sixteen (16) hours per month after the fifth (5<sup>th</sup>) 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. Part-time employees working at least twenty (20) hours per week accrue proportionate vacation credit during that pay period. Temporary, seasonal and part-time employees working less than 20 hours per week do not accrue vacation.

Vacations may be taken at the convenience of the Center 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 except in emergency situations, when telephone approval will suffice, but should be confirmed in writing on the first subsequent working day. Many supervisors accept and approve email requests for vacation and this will be considered written approval. Employees should check with their supervisors about acceptable methods of requesting vacation time.

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. No contribution will be made to a retirement plan when terminal vacation is paid out.

The maximum hours are proportionate for part-time employees. 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*.

### **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 use of vacation leave. Requests for this time off must be provided with at least 24 hour's advance notice, and the Center will determine, with employee input, the maximum period of voting leave appropriate based on the employee's duty station, polling hours and other reasonable criteria.

### **Academic Leave**

If job accommodation can be made, up to four hours per week (for a lab class) or up to three hours per week (for lecture class) with pay may be taken by regular, full-time employees to attend classes

for which tuition refund has been approved. Advance approval by the immediate supervisor and next-level supervisor are required for academic leave.

### **Hazardous Conditions**

The Center Director, or designee, may authorize absence with pay due to the development of unique conditions, which are potentially hazardous to the well-being of employees. Such absences are charged to administrative leave. Examples of hazardous conditions warranting such time off include, but are not limited to, dangerous weather conditions, failure of heating/cooling or electrical systems, or other situations where health and safety of staff are of concern.

### **Travel Time**

When a non-exempt employee is away from home due to official Center 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.

For non-exempt staff members, certain travel time is counted as time worked as described above, therefore travel by non-exempt staff should be discussed with the Human Resources Manager to ensure proper accounting and payment of worked time.

### **Paid Parental 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 [AURA Absences – Paid Parental Leave policy](#).

### **Absence without Notification**

If an employee does not report for work and does not call his/her manager for three (3) consecutive days, the Center will assume the employee has voluntarily resigned his/her position and his/her employment will be terminated.

## **IV. Family & Medical Leave**

### **Hawaii 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 the Center 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**

For full details on Family Medical Leave, please refer to [AURA Policy](#).

Under the federal FMLA, employees who have completed twelve (12) months of service with the Center, have worked a minimum of 1,250 hours during the twelve (12) months preceding the leave, may take up to twelve (12) weeks of leave (26 weeks if used to care for a Covered Service Member with a serious injury or illness) each rolling 12 month period measured forward 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.

#### 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.

NOTE: A more detailed definition of "serious health condition" can be found in the Department of Labor's Certification of Health Care Provider Form. WH-380

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 AURA 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**

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.

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

You must provide sufficient information for the Center 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 the Center 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.

## **Employer Responsibilities**

The Center 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 the Center, 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**

You must substitute accrued vacation, sick or other applicable leave time for family and medical leave. And if the request for leave is due to your own serious health condition, you must first exhaust all accrued sick leave time. Any accrued vacation or personal leave time will then be used. Substituting paid leave time for unpaid leave time will not extend the maximum allowable leave under this policy.

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 STD, LTD, 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. We may also require subsequent periodic medical recertifications.

If we have 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, we 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, the Center 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, the Center 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 the Center's operations.

### **Health Insurance and Other Benefits**

During an approved leave, we 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 and we will deduct your portion of the monthly premiums for the health plan through payroll deduction. If your leave is unpaid, you must continue to make payments to Human Resources of your portion of the monthly premiums. 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 AURA for the cost of the premiums paid by AURA 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 HFLA 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 HFLA 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 the Center must determine that keeping the job open for you would result in substantial and grievous economic injury to the Center.

If you have taken leave because of your own serious health condition, the Center 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 AURA Centers. Personnel records and information from them are treated as confidential. 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 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.

Employees who personally respond to requests for information, outside the official Human Resources response, must clearly state that they are providing a personal opinion, and they are not acting in any official capacity for the organization.

### **Harassment**

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. AURA and the Centers strictly prohibit the harassment of any employee, applicant for employment, and members of the general public based on race, religion, color, gender, age, national origin, handicap status or disability, marital status or sexual orientation, gender identity expression, arrest and court record or any other protected class or any other status specifically designated by state or local law. Reference the [AURA Harassment Policy](#).

### **Sexual Harassment**

Behaviors, which inappropriately assert sexuality as relevant to employee performance, are damaging to the work 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 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, gender identity expression, arrest and court record or any other protected class or any other status specifically designated by state or local law. 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 is 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.

### **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 Resources 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 Resources 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 or filed a complaint as a whistleblower. 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.

### **Whistle Blower**

AURA requires directors, officers, and employees to observe high standards of business ethics in the conduct of their duties and responsibilities. Employees and representatives of AURA must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. No director, officer, or employee who in good faith reports a violation of such business ethical standards of conduct shall suffer harassment, retaliation, or adverse employment consequence. Directors, officers or staff who retaliate against someone who has reported a suspected violation in good faith is subject to discipline up to and including termination of employment. This [AURA Whistleblower Policy](#) is intended to encourage and enable employees and others to raise serious concerns within AURA prior to seeking resolution outside of AURA.

### **Integrity Line**

AURA maintains a confidential resource called IntegrityLine that can be accessed for the purpose of registering a complaint or concern. Access is available online and via telephone. AURA IntegrityLine: <https://secure.ethicspoint.com/domain/media/en/gui/32723/index.html> or Toll Free at **855-257-4106**.

### **Electronic Communications Equipment Usage**

Company and government property, including telephones, email, computer and information systems are for company business only. Using company information systems for professional

development may also be an appropriate use of our facilities. Information systems, phones, and email should not, however, be used for general personal business, to solicit or influence others to become involved in commercial ventures, religious or political causes, outside organizations, or other non-job-related activities.

For privacy reasons, employees should not attempt to gain access to another employee's personal files, either paper or electronic, without the latter's express permission. However, management reserves the right to access and disclose all files and all communications sent over its information systems. Such access, other than as incidental to normal network and computer maintenance, requires approval of the Center Director or designee. Users of electronic information systems should take appropriate security measures to ensure that the casual browser cannot access confidential files.

### **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.

[AURA Intellectual Property Policy](#)

### **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**

### **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 also reserves the right to increase, reduce or eliminate the amount and application of AURA 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.*

For all Benefit Plans, refer to the Summary Plan Description or other governing document for a complete description or check with the Human Resources Department. Enrollment is permitted at the beginning of employment and during open enrollment which is usually conducted each November/December with an effective date of January 1.

Employees become eligible for most benefits the first of the month following hire – please contact Human Resources for your personal eligibility status.

### **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. Employees enrolled in a Health Savings Account (HSA) may be eligible for a Limited Purpose FSA.

### **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 up to \$250,000, with a minimum of \$50,000 for full-time staff and \$25,000 for part-time staff. Employees may purchase additional supplemental life and or AD&D insurance for themselves and dependents, 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 authorized AURA/Center business. Coverage extends to all employees, expatriate hires at NOAO-South, board of directors, consultants and AURA officers. Participation continues throughout employment or board affiliation. Coverage does not extend to travel to and from the primary work location. Amount of coverage is dependent on status and salary.

### **Medical and Dental Benefits**

AURA provides medical and dental coverage for all employees regularly scheduled to work a minimum of twenty (20) hours per week at the time of hire, once the Human Resources Department receives the appropriate completed enrollment information.

Employees hired in Hawaii for at least 4 weeks and working a minimum of 20 hours will be eligible for medical and dental 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 in the traditional option. Employees also may contribute after tax dollars through a Roth option. The combined total contributions to either or both plans cannot exceed the Internal Revenue Service limit set for individual plans--that is, \$17,500 (or \$23,000 for employees age 50 or over) per year (for 2013).

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, see Human Resources Department.

### **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.

### **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.

### **Tuition Refund**

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. Employees eligible as veterans for benefits under the G.I. Bill, or similar legislations, shall be reimbursed for not more than the amount by which the tuition fee exceeds the benefits to which the employee is already entitled. According to Internal Revenue Code regulations, reimbursement for certain courses, or for payments above established amounts in any calendar year, is considered taxable income. Reimbursement will only be made with substantiation by official transcript. *Textbook costs are not reimbursed.*

### **Parking/Bus Passes**

Permits for employee parking in Tucson are available from the Central Facilities Operations department and will be furnished to eligible employees at time of hire. Please check with your supervisor or facilities staff for parking and transportation at non-Tucson locations.

Employees in Tucson may purchase Sun Tran bus passes from the facilities administrative assistant. We subsidize 50% of the cost of each pass as part of our Travel Reduction Plan. To monitor the use of the bus passes all subsidized riders exchange their parking permit for a bus-rider parking permit. We offer this subsidy as a benefit to our employees and others should not use the passes.

### **Worker's Compensation Insurance**

Employees in the U.S. and expatriate hires at NOAO-South are eligible for this insurance from the date of hire. Coverage according to state law may vary. Expatriate hires at NOAO-South are covered under Arizona state law. This insurance provides compensation for absences of more than one week due to a job-related injury, illness, or death. Such injuries occurring on lunch hour, non-work hours or during participation in athletic events are not covered. This benefit is paid entirely by the organization.

### **Social Security**

Employees in the U.S. not exempted by federal law and U.S. Citizens at NOAO-South are eligible for this coverage from the date of hire. Coverage provides for Medicare, Retirement, Disability,

and Survivor's benefits. Details are available at any local social security office. The employee and the organization share the costs of this benefit.

### **Unemployment Insurance**

Employees in the U.S. and U.S. Citizens at NOAO-South are eligible for this coverage from the date of hire. Some income is provided through local unemployment agencies if the reasons for separation are not disqualifying. The claimant must reside in the U.S., Canada, or Puerto Rico when the claim is filed. Details are available at the State Employment Office, and the benefit is paid entirely by AURA.

### **Retirement Medical Insurance Coverage**

Employees hired before July 1, 1990 qualify for this coverage if their age and years of continuous service with AURA total at least 78 and they are at least age 58. Currently, the organization pays 100% of the premium for employees and shares the cost of dependent coverage with employees. Employees on part-time status at the time of retirement are eligible for this benefit as long as all eligibility requirements are otherwise met, and part-time work equals at least 20 hours per week. For such part-time employees, all years at less than full-time status will be prorated to reflect the proportion of service by the employee.

Employees hired after June 30, 1990 whose age and service are equal to the formula described above may continue the coverage by paying 100% of the premium to AURA. Employees must be enrolled in an AURA medical plan at the time of retirement to be eligible to continue the coverage.

Employees whose age and service are not equal to the formula may continue health coverage for a limited amount of time, under the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, as amended. Dental coverage is not provided under this benefit but dental coverage may be continued if an employee is eligible under the provisions of COBRA.

## **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 Center employees. To the extent possible, domestic partners will receive the same benefits that are conferred on the spouses and dependents of employees by the institution of marriage.

### **Definition of a Domestic Partner, for purposes of this policy**

1. The employee and the domestic partner may be of the same or opposite sex.
2. 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.
3. Neither the employee nor the domestic partner is married or a member of another domestic partnership.
4. The employee and the domestic partner are not related by blood in a way that would prevent them from being married.
5. The employee and the domestic partner are both at least 18 years of age and mentally competent to contract.
6. The consent to the domestic partnership by the employee or the domestic partner has not been obtained by force, duress, or fraud.
7. The employee and the domestic partner hereby sign and file with the Center any and all declarations of domestic partnership and/or verifications of eligibility as the Center 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 Center "Affidavit and Certification of Qualifying Domestic Partnership" form.
2. The Center "Dependency for Tax Purposes" form so that the Center 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.

### **Domestic Partner Benefits**

#### **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. The Center 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. 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. 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 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.

#### **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 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 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, the Center will treat the amount spent as 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, the Center will pay the airfare to relocate 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 AURA *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 working in Chile.

### **Visas**

The Center 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.**

## **VIII. Procurement Policies**

### **Purchasing Authority**

All purchases are made by the Procurement Department, unless otherwise authorized. Refer to the [Procurement section](#) of the CAS website for full details.

### **Export Regulations**

AURA Policy requires that employees, visitors, grantees, or other individuals utilizing AURA facilities comply with United States Export policies and regulations. This applies to physically exporting items, as well as transfer of technology or “deemed export” policies. Violations of export laws can result in not only loss of employment, but also serious civil penalties such as fines and/or imprisonment. For this reason, all questions concerning export regulations should be directed to the Procurement Manager, who is designated as the AURA Export Control Administrator.

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



## **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 appropriate manager or supervisor.

The appropriate Center Director or a designee must approve international travel for all employees and travel by the scientific staff.

Employees must complete a *Travel Request* form and obtain all approvals prior to departing on business travel. See the [CAS Travel site](#) for full details and procedure

Refer to AURA Policies and Procedures – [Reimbursement for Travel Expenses](#) for further details.

#### **AURA-Owned and AURA-Rented Vehicles**

Employees driving company or government vehicles must possess a valid driver's license and, if applicable, a valid international driver's license. Government vehicles are for only official duties connected with the Center, and in accordance with guidelines of the NSF where specified in the contract. A U.S. Government Motor Vehicle Operators ID card (GSA card) must be obtained from the local Center facilities office. Unauthorized persons may not be transported. Drivers are personally responsible for citations, fines or confinement resulting from violations of traffic laws while driving official vehicles. They are also responsible for conformance to local laws in case of accident and must file an accident report with the local Facilities office as soon as possible.

Failure to follow policies and/or violation of existing laws, by an employee or authorized visitor driving a government vehicle may result in withdrawal of driving privileges by the organization. No staff member may permit a government vehicle to be driven by a person who does not have a valid GSA operators permit. Continued eligibility to drive government or company vehicles depends on a safe driving record and following policies and procedures.

Refer to the [Central Facilities Operations](#) page for complete details.

#### **Reimbursement for Travel Expenses**

Full details on the reimbursement allowances and procedures can be found on the [CAS Travel site](#)

#### **Relocation or Transfer**

For regular, full time employees recruited from or transferred to locations beyond a 50-mile radius of the Center, relocation assistance will be provided by the following:

Travel - the Center will arrange for one-way travel, at the most economical rate available at the time of reservation, for the employee and immediate household members. Within the US, travel via private automobile will be paid at the currently authorized rate for no more than two vehicles between the point of origin and the Center by the most direct route, in lieu of airfare

Shipment of household goods - from one point of origin to destination. Shipment allowances will be based on size of household and may be limited by department budget or other considerations.

Some relocation expenses may be taxable.

## **X. Safety & Security**

### **Workplace Security**

AURA Centers 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.

Employees may be issued a key-card or key(s) to their building or work area. These are exclusively for the use of the employee and should not be loaned to others. Employees who have forgotten their card or keys and need building access during regular business hours are to contact the Central Facilities Operations Department.

When employees have visitors to the building, we ask that they assist us in requesting that the visitors sign in and out at the main lobby. For extended visitors temporary key cards or parking passes may be requested through Central Facilities Operations.

For our safety, and the security of our property and facilities, employees are not to let unknown persons into the building. During business hours, such persons are to be directed to the main lobby entrance. Exterior doors to the building are not to be propped open.

We maintain a service providing a security guard after regular business hours on working days, and 24 hours a day on weekends and holidays. The primary function of this service is to provide fire watch and security of Tucson facilities. Other functions include door lockup and open procedures, vehicle dispatch, escort of employees to their vehicles, response to employee reports of security related issues, and admitting approved staff and visitors to the buildings. Official visitors and contractors may not enter the facilities after hours unless authorized to do so. The security guard will request presentation of a picture I.D. while verifying authorization for after-hours entry.

Employees are responsible for their personal items brought to work. We encourage and will provide reasonable means to lock up items of value such as purses, wallets, personal tools, personally owned small electronics, and so forth. To arrange for keys and locks or a locking area to store personal items, please contact the Risk Manager or the Central Facilities Operations Department. Employees are responsible for their personal or rented vehicles parked in organization parking lots. We do not recommend leaving personal vehicles in the main parking lot overnight. For employees who travel to Kitt Peak or other out-of-town locations, we provide fenced lots, which are locked after usual business hours.

Employees are asked to assist us in securing government property used in their work areas. Special tools, computers, and other government or company property may need to be locked or reasonably secured when not in use.

Company vehicles must be locked when not in use. Returned vehicles are to be parked in the maintenance yard near the facilities operations building or in the fenced lot on First Street near the warehouse. Upon arrival, the vehicles should be locked and the keys placed in the key drop box at either location.

Employees or visitors who believe unsafe or threatening conditions exist in our facilities are to report these conditions to their supervisor, the Risk Manager or the Human Resources Manager. All reports will be investigated and steps will be taken to resolve the situation as appropriate.

Similar policies and security measures are taken at the various AURA locations. Please check with your supervisor or the facilities staff at each location for applicable procedures.

### **Work-Related Injury or Illness**

The Centers provide a safety net for any employee who is injured or becomes ill as a result of his/her job. As mandated by law, the Centers provide 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/the Center. If the absence is expected to exceed six (6) months, the case will be reviewed to determine the employee's status. If qualified, the employee will be required to apply for benefits under the disability insurance plans, in which the employee is eligible. Industrial Leave, not Sick leave, will be used for work-related absences.

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 the Center are required to file reports with the State. 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.

Part-time staff members are entitled to the same provisions, except pay will be in direct ratio to time worked during the 30 days preceding the absence.

*All work-related injuries and/or illnesses must be immediately reported to the Risk Manager.*

### **Safety and Risk Management Information**

We are committed to providing employees and guests with a safe and healthy work environment. In pursuit of this goal, managers and supervisors are tasked with ensuring that work conducted in their area does not pose a potential risk to the health and well being of the assigned personnel.

Employees have a key role in this program by maintaining a safety conscious work attitude. Unsafe conditions or health and safety concerns should be reported to the supervisor or the Risk Management Office immediately. Employees involved in an activity that could reasonably be considered to pose a serious threat to life or health have the right, under OSHA regulations, to cease work until the condition can be reviewed and abated.

The Risk Management Manual is available online. Employees are encouraged to become familiar with this manual and the work activities addressed therein. Questions or comments concerning the

manual or its contents should be directed to the Risk Management Office in Tucson at extension 8211.

[Safety and Risk Management Information for Tucson](#)

## **XI. Completion of Employment**

### **Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)**

The Center 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 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 *Completion of Employment* (COE) forms and information to the employee. Managers should work with the departing employee to make sure that the Completion of Employment form/process is taken care of prior to the final day of work.

### **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.

## **Resignation**

A minimum of two (2) weeks written notice is requested as a courtesy 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 accordance with USERRA.

## **Termination**

Unless expressly prescribed by statute or contract, employment with AURA is "at will" and may be terminated with or without cause or notice. Similarly, employees are free to resign at any time. If the Center terminates employment, an employee will be paid wages due in full no later than required by applicable state law.

# **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.
  
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 AURA Centers Employee Handbook. I understand and agree that this Handbook is not a contract, but instead sets forth guidelines, policies, and procedures for Center employees.

I understand that this Handbook supersedes and cancels all prior Center 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 AURA, and that either AURA 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 the Center, 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 may subject me to disciplinary action, up to and including termination of employment.

Agreed and Acknowledged by:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date