

ACKNOWLEDGMENT

I have received a copy of the Sub-Board I, Inc. Employee Handbook and acknowledge my obligation to read its contents. I understand that the handbook is intended to provide a general overview of Sub-Board I, Inc.'s policies, benefits and rules, and does not necessarily represent all such policies in force. I have been notified that if I have any questions concerning the content of this Employee Handbook that I can contact William Hooley, the Executive Director of Sub-Board I, Inc., at 716-645-2954 during normal business hours.

I also understand that this handbook is not intended to be an express or implied contract and does not create any type of contractual relationship between myself and Sub-Board I, Inc. and that at all times I am an at-will employee according to the laws of New York State.

I acknowledge that I have received and read this handbook by signing and returning this page to my Manager, Supervisor, the Executive Director or Officer of Sub- Board I, Inc.

Employee

Date

Print Name

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WELCOME TO SUB-BOARD I, INC.

Sub-Board I, Inc. (The “Corporation”) has prepared this handbook to provide you with an overview of the Corporation's policies, benefits, and rules. It is intended to familiarize you with important information about the Corporation, as well as provide guidelines for your employment experience with us in an effort to foster a successful and collegial work environment. Please understand that this handbook only highlights Corporation policies, practices, and benefits for your personal understanding and cannot, therefore, be construed as a legal document. It is intended to provide general information about the policies, benefits, and regulations governing the employees of the Corporation, and is not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to be a substitute for sound management, judgment, and discretion.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. Accordingly, the Corporation reserves the right to modify, supplement, rescind or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you.

If any statements in this handbook are not clear to you, please contact your manager, supervisor or the Executive Director of Sub-Board I, Inc. for clarification. If any policies or procedures in this handbook conflict with New York State or federal law, the state or federal law will control. This handbook supersedes any and all prior policies, procedures, and handbooks of the Corporation.

My best wishes to you and welcome to the Sub-Board I, Inc. family.

William Hooley,
Executive Director

INTRODUCTION & OVERVIEW

NO CONTRACT - EMPLOYMENT AT WILL

This Handbook is a general description of the policies and procedures of Sub-Board I, Inc. It is not intended as, nor should it be understood as, a contract of employment of any kind. Sub-Board I, Inc. reserves the right to depart from the policies and procedures set forth here.

Although it is not possible to guarantee employment for any specified period of time, we trust that you will find Sub-Board I, Inc., a good place to work. However, you have the right to end your employment with us at any time, whatever your reasons, and Sub-Board I, Inc. reserves the right to terminate your employment at any time, for any legal reason, with or without notice or progressive discipline. No one at Sub-Board I, Inc. has the authority to make any promise contrary to this principle of employment.

Your employment with Sub-Board I, Inc. is at all times and for all purposes, employment-at-will and nothing in this Handbook changes or modifies your employment-at-will status.

INTRODUCTORY PERIOD

As a newly hired employee, you will be considered to be in an introductory period for the first 90 days of employment. Your performance during your introductory period will help both you and Sub Board I, Inc. determine if there is a good job match. Employees who are not performing up to the required standards during their introductory period will be counseled by their manager, supervisor, the Executive Director and/or an officer, and may receive an introductory period warning. If the problems addressed continue or reoccur within the introductory period, you will be subject to termination. If your introductory period performance evaluation is uncertain, this 90 day period may be extended. Completion of this introductory period does not constitute a promise of employment for any specified duration of time.

FISCAL YEAR

Sub-Board I has a fiscal year beginning on August 1 and concluding on July 31 of the following year. Leave policies are based on the fiscal year.

ABOUT SUB-BOARD I, INC.

Sub-Board I, Inc. is a not-for-profit corporation, founded by U.B. students in 1970, designed to enhance the quality of student life at U.B. The Corporation is owned by the student governments, whose representatives sit on the Board of Directors. Of the representatives on the Board of Directors, four officers are elected annually to preside over the Corporation. Sub-Board I, Inc. provides many services that help students in a practical and educational way. All students are encouraged to

participate in the Corporation and to make use of its services.

MISSION STATEMENT

Sub-Board I, Inc. is a dynamic Student Service Corporation and our mission statement is as follows:

To proactively serve the concept of a student owned and operated not-for-profit service corporation. This is perpetuated through our programs and activities which are coordinated by a team of people who will develop and maintain a professional demeanor. This service orientation results in an enhancement of the quality of student life.

To continually assess the services and then provide programs which students desire and need.

To teach, encourage, nurture and enhance student growth through their involvement with the decision making process and the implementation of the result of that decision.

To be accessible, efficient and to promote student awareness. To become a global community, sharing the responsibility of promoting Sub-Board I, Inc. as a strong, all-encompassing philosophy. This enables students and staff to assume ownership in providing student services and programs which may not otherwise be provided by the University.

To function as the custodial and disbursing agent for student activity fees.

ETHICAL STANDARDS

Sub-Board I, Inc. has a reputation for conducting its business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee you enjoy the benefits of that ethical reputation and are obligated to uphold it in every business activity. All employees are required to fully cooperate with any investigation sanctioned by any law enforcement or government agency. Any employee who has knowledge of the occurrence of any illegal activity or legal violation is encouraged to bring this to the attention of your manager, supervisor, the Executive Director, or an officer, and will not be retaliated against in any manner for doing so. If you are ever in doubt whether an activity meets our ethical standards or compromises the Corporation's reputation, please discuss it with your manager, supervisor, the Executive Director, or an officer.

OPEN DOOR POLICY

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems or issues through their immediate management, and as appropriate, consult with any

member of management toward those ends. Managers and supervisors are expected to listen to employee concerns, to encourage their input, and to seek resolution to their problems or issues. You may also bring your concerns to the attention of the Executive Director.

SUGGESTIONS

If you have any suggestions or ideas that you feel would benefit Sub-Board I, Inc., we encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the Corporation and its employees.

HUMAN RESOURCES **POLICIES, PRACTICES AND PROCEDURES**

NON DISCRIMINATION AND HARASSMENT:

Sub-Board I, Inc., is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Sub-Board I, Inc. expects that all employees will behave professionally in conduct, manner and speech. This policy applies to the actions of supervisors, managers, coworkers, affiliates, clients and any other persons who come in contact with Sub-Board I, Inc. employees. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business - related social events.

EQUAL EMPLOYMENT OPPORTUNITY (EEO):

It is the policy of Sub-Board I, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, creed, religion, sex, national origin, age, sexual orientation, marital status, handicap or disability which does not interfere with the ability to perform the essential functions of the job, with reasonable accommodations, if necessary. Sub-Board I, Inc. prohibits such discrimination or harassment.

Sub-Board I, Inc. is committed to compliance with:

- Title VII of the Federal Civil Rights Act, which protects employees and applicants from employment discrimination.
- The Age Discrimination in Employment Act, and the Older Workers Benefit Protection Act.
- The Americans With Disabilities Act.
- Fair Labor Standards Act.
- Fair Labor Standards Act, which ensures employees of the minimum wage

and for non-exempt employees, overtime compensation for hours worked in excess of 40 per week.

· All applicable federal, state and local fair employment practice statutes.

Equal opportunities for employment and/or promotion are open to all applicants and/or employees regardless of race, color, creed, religion, sex, marital status, national origin, age, sexual orientation, handicap or disability which does not interfere with performance of the essential functions of the job, with reasonable accommodation if necessary.

Anyone who discriminates on account of or who uses language or displays conduct (including any form of harassment) which reflects negatively on any race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, handicap or disability will be subject to disciplinary action up to and including discharge. Anyone in a supervisory capacity who permits such language or conduct without properly disciplining the offender likewise will be subject to appropriate disciplinary action up to and including discharge. Such language or conduct given in jest or fun will be treated as though it was by intention.

It is the policy of Sub-Board I, Inc. to investigate any and all reports of violations of this policy.

HARASSMENT: Definition of Harassment:

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined as: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and explicit behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; off-color language or jokes; sexual bantering; verbal abuse of a sexual nature; offensive sexual flirtations; commentary about an individual's body; commentary about one's sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is: verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, sexual orientation, age, national origin, handicap or disability, citizenship or any other characteristic protected by law or that of his/her relatives, friends or Associates, and that; (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b) has the purpose or effect of unreasonably interfering with

an individual's work performance;(c)otherwise adversely affects an individual's employment opportunities, including but not limited to an employee's continued employment, evaluations of job performance, wages, advancement opportunities, assignment of duties, or any other condition of employment or career development.

Prohibited conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written, E-mailed, or graphic material that denigrates or shows hostility toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

SOCIAL RELATIONS:

Occasionally social relationships may develop at work. While you have a right to say yes, you also have an absolute right to say no. Consequently, if you feel any unwelcome pressure to become involved with any supervisor, manager, co-worker, or non-employee with whom you do business, we urge you to use the complaint procedure discussed below.

INCIDENT REPORTING AND PROBLEM RESOLUTION:

If you feel you have been subjected to unlawful discrimination or other harassment and believe there has been a violation of the Sub-Board I, Inc. Non-Discrimination and Harassment policy, you should immediately report the alleged violation to your manager or supervisor. If the complaint involves your manager or supervisor, directly or indirectly, contact the Executive Director or any officer of the Board. If you have any questions about whether certain conduct is unlawful discrimination or harassment, contact your supervisor, manager or the Executive Director.

All complaints will be investigated confidentially and promptly, and the existence and nature of your complaint will be disclosed only to the extent necessary to complete a prompt and thorough investigation or as may be necessary to take appropriate corrective measures. Any manager or supervisor who receives a complaint of discrimination, harassment or retaliation and fails to take immediate action pursuant to this policy shall also be subject to disciplinary action, up to and including immediate discharge.

Sub-Board I, Inc. management will ensure that there is no coercion, intimidation, retaliation, or harassment directed against any employee who calls attention to such problems, or serves as a witness on behalf of another employee. Sub-Board I, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in the investigation of such reports. Any manager, supervisor, or other employee who, after appropriate investigation, has been found to have discriminated against or harassed another employee will be subject to appropriate discipline, up to and including discharge.

WORKPLACE VIOLENCE:

Sub Board I, Inc. is committed to providing a safe workplace for its employees, affiliates and clients. We will not tolerate any act or threat of violence made in the work place or through/on any corporate

property.

Acts or threats of violence include but are not limited to:

- Threatening, intimidating, stalking or coercing fellow Associates on or off premises at any time.
- Vandalism, destruction of company, customer or co-workers' property.
- Possession of a weapon or ammunition, concealed or openly on company property.
- Use of physical force to cause bodily harm with or without intent.
- Direct, or indirect verbal threats of harm.
- Mail, fax, messages, e-mail, phone calls, or any correspondence deemed by the Company to be intimidating, threatening or coercing.

You are responsible for immediately notifying your manager, supervisor, the Executive Director, or any officer, of any potentially dangerous behavior or threats that you have received, witnessed, or been told of, regardless of the relationship between the parties. Appropriate law enforcement officials will be notified.

Any employee who engages in workplace violence or who threatens to harm another employee, his or her family, friends, property, etc., will be subject to disciplinary action including immediate discharge on the first offense and possible criminal prosecution. The fact that a threatening comment may have been made "in jest" will be no defense; we will assume that all threats are made with the intent to carry them out and will act accordingly.

EMPLOYMENT CLASSIFICATIONS

A) Sub-Board places employees into one of two classifications, consistent with the Federal Fair Labor Standards Act and New York State law.

- 1) **EXEMPT** positions are usually those that are executive, administrative, supervisory, professional or managerial in nature as defined by the Fair Labor Standards Act. An Exempt employee is paid a salary commensurate with his or her position and responsibilities. No extra compensation is given for overtime, Sunday, or holiday work. Exempt salaried employees are expected to work the time required to accomplish the primary responsibilities of their position without additional compensation.
- 2) **NON-EXEMPT** positions as defined by the Fair Labor Standards Act receive overtime after 40 hours authorized, and actually worked, in a workweek. Hours 'worked' include paid holidays, but do not include sick, personal and vacation hours.

B) Sub-Board I, Inc. employs both students and non-students.

- 1) A **Full-Time Student** is one who is enrolled at the University at Buffalo for at least twelve credit hours per semester or, is classified as a full-time student by the University.
- 2) A **Part-Time Student** is one who is enrolled at University at Buffalo for less than twelve credit hours per semester.
- 3) A **Non-Student** is one who is not enrolled in any classes at the University at Buffalo at all.

EMPLOYMENT STATUS:

- 1) **Full-time Employee**-an employee who works for the Corporation for at least six months in a year, and who typically works for the Corporation for at least twenty-five hours per week.
- 2) **Part-time Employee**- an employee who works for the Corporation less than twenty-five hours per week.

WAGE CLASSIFICATION:

- 1) **Salaried Employee** - non-students who are paid a fixed salary.
- 2) **Hourly Employee** - those who are paid a pre-determined hourly rate, and may be full time or part-time.
- 3) **Stipend Employee** - students appointed for one academic year, by the Board of Directors, and who receive a stipend for the appointed term.
- 4) **Commission Employee** - Individuals whose principal activity is selling and whose earnings are based in whole or in part on commissions.

TYPES OF EMPLOYMENT

- A) **Full Year Employee** - an individual who is employed by the Corporation for twelve consecutive months.
- B) **Academic Year Employee** - an individual who is employed by the Corporation for approximately nine consecutive months. This period of time parallels the academic season which typically begins at the beginning of the fall semester and extends through the spring semester.
- C) **Temporary/Seasonal** - an individual who is employed by the Corporation for less than six months in one year.
- D) **Casual Employee** - an individual who is hired by the Corporation for specific single events.

COMPENSATION POLICIES

I-9 FORM:

Once an employee is hired, Federal Law requires that he/she must complete an I-9 form (Employment

Eligibility Verification). If an employee is hired to work for more than three days, an I-9 form must be completed within three business days of the date of their hiring. If an employee is hired to work less than three days, then the I-9 must be completed at the time of the hiring. Employees must supply the corporation with copies of their required identification within three days of their hiring. If the employee is unable to present the required documentation within three business days, they must present a receipt for the application for the document(s) within three business days. The employee must then present the actual documentation within ninety days of the hire date.

PAY PERIOD:

For all employees (with the exception commission employees) the standard pay period is bi-weekly (fourteen days). For all commission employees the standard pay period is monthly.

At the beginning of each fiscal year all employees receive a payroll schedule which lists the pay dates for the upcoming year. Pay checks are either picked up by the employee in the business office on the pay date or the employee may choose to have their pay check mailed to them.

Direct Deposit through any Bank is also offered as an option. Employees who wish to use Direct Deposit must present the Payroll Clerk with the following information: the name and location of the branch where they perform their banking; the number(s) of the account(s) where their payroll checks should be deposited. Please fill out the direct deposit form in the business office.

If the Corporation, through clerical error, neglects to pay an employee their regularly scheduled pay check or the appropriate amount, arrangements will be made to issue the pay check. All questions should be directed to the Payroll Clerk.

RECORD KEEPING:

All employees are required to complete a time sheet for each pay period, according to their employee classification. All employee time sheets are due in the business office no later than the Wednesday (unless designated otherwise) following the conclusion of the previous pay period. It is the manager or supervisor's responsibility to: collect all time sheets; record all hours worked; and hand all time-sheets in by the designated deadline. Disputes over hours worked should be noted on the time sheet by the manager or supervisor and promptly brought to the attention of the Executive Director for resolution.

WORK SCHEDULE:

The maximum standard work week for all full-time employees is 37.5-40 hours per week. The standard workday is 7.5 hours. The standard work hours may vary from operation to operation. However, the standard work week is five days. The work week commences on Monday morning and ends the following Sunday evening.

Accrued leave must be used whenever an employee works less than a normal workday or is absent from work.

REDUCED HOUR WORK SCHEDULE:

During the winter intercession, spring recess, and summer, all full year salaried employees, who normally work 37.5 hours per week, are required to work a minimum of 32.5 hours per week while retaining their full salary. Reduced hours will be observed during the following periods:

- 1) **Summer Sessions** - Beginning one day following the last day of spring semester examinations and continuing up to and including one day prior to the first day of class of the following fall semester (according to the official University at Buffalo Academic Calendar), hours will be reduced, without loss of salary, to 32.5 hours per week.
- 2) **Intercession** - Beginning one day following the last day of fall semester examinations and continuing up to and including one day prior to the first day of classes of the following spring semester (according to the official University at Buffalo Academic Calendar), hours will be reduced, without loss of salary, to 32.5 hours per week.
- 3) **Spring Recess** - Beginning one day following the last day of classes and continuing up to and including one day prior to the resumption of classes, during spring recess (according to the official University at Buffalo Academic Calendar, hours will be reduced, without loss of salary, to 32.5 hours per week.

Time off during these specified periods will be charged against accrued leave at the rate of 7.5 hours per day, regardless of the number of hours normally worked during reduced hour periods.

When extenuating circumstances cause an exempt employee to work longer work days during the Reduced Hour Work Schedule and the result is that 32.5 hours are worked in fewer than five days, no additional time will be required of the employee for that week. The employee must receive approval in advance by the Executive Director and must explain why long work days are required in order to work fewer days or erratic work hours during the week in question.

FOUR DAY WORK WEEK:

During the Reduced Hour Work Schedule, full year salaried employees, who normally work 37.5 hours per week, may be permitted to work a four day work week. A four day work week consists of three 8 hour days and one 8.5 hour day. Time off during a four day work week will be charged against accrued leave at the rate of 9.5 hours per day, regardless of the number of hours normally worked. During a week in which a holiday occurs, the four day work week is not permitted.

LUNCH BREAK:

All employees are required to take an unpaid half hour lunch break during a 7.5 hour work day if more than 6 hours are worked in succession. However, any lunch break (regardless of the amount of time taken) is in addition to the employees 7.5 hour commitment. Employees who work longer than the standard workday may be eligible for additional break time. If there is a question regarding this, consult your manager or supervisor.

PAYROLL DEDUCTIONS:

Your earnings and payroll deductions are shown on a voucher with your check. Deductions required or requested are as follows:

Required by Federal & State	Authorized by Employee
Federal Income Tax	Medical Insurance
State & Local Income Tax	Retirement Plan (optional)
Social Security & Medicare Tax	Charitable Contributions

Any questions about your paycheck should be directed to the Payroll Clerk.

OVERTIME:

Overtime is defined as hours worked in excess of 40 hours or the equivalent of 40 hours worked in one week. Our intent is to compensate eligible non-exempt employees for overtime in accordance with Federal and State law. An attempt will be made to plan overtime with consideration for employees and clients.

Only nonexempt employees are eligible for overtime pay. Nonexempt employees must receive advance authorization from their manager or supervisor to work beyond the standard work week. Final discretion for approval of overtime lies with the Executive Director. Non-exempt employees will only be compensated for overtime that is authorized and actually worked.

The compensation for overtime is one-and-one-half times the regular rate of pay for all hours worked in excess of 40 hours in one week.

COMPENSATORY TIME:

Eligible non-exempt employees may be eligible to receive compensatory time for all hours worked in excess of 40 hours in lieu of overtime pay, provided that all accrued compensatory time is taken within the same pay period during which it is earned. Compensatory time will only be permitted with advance approval of the employee's manager or supervisor and must be justified on the employee's time sheet. Final discretion for approval of compensatory time lies with the Executive Director.

All accrued compensatory time must be used during the pay period in which it is earned. In the event of death, retirement, or separation from service, a non-exempt employee will be compensated by check for the accumulated and unused portion of authorized compensatory time.

Exempt employees are not eligible for overtime pay. They are expected to complete their work during a normal work week. However, exempt employees may be eligible for additional paid time

off (PTO) for hours worked above and beyond a normal workweek. PTO may only be permitted with advanced and written approval of the employee's supervisor and must be justified on the employee's time sheet. Final discretion for approval of PTO lies with the Executive Director. The Executive Director must receive approval from a member of the Executive Committee in order to receive PTO for hours worked beyond a normal work week.

An exempt employee may not exceed 20 days of PTO at any one time during the course of one fiscal year. Any unused PTO remaining at the end of one fiscal year, will not be carried over to the next fiscal year and the employee will not be compensated by check for unused PTO accrued as a result of hours worked above and beyond a normal workweek. In the event of death, retirement, or separation from service, an exempt employee will not be compensated for the unused portion of authorized PTO.

COST OF LIVING ADJUSTMENT:

Salaried employees are entitled to an annual cost of living adjustment based on the Cost of Living Index for Northeast Urban areas in the U.S. as adapted on the attached Schedule (See Attachment A).

PAY INCREASES:

All salary increases are based on criteria fixed to the Employee Grade Scale. Salary increases may be granted if one of the following three areas of consideration are met: change in grade level; additional responsibilities added to the job description; and/or change of position.

EMPLOYEE BONUSES:

As part of the evaluation process, an employee may be rewarded with a bonus based on the quality of their performance. If an employee receives a bonus, they will be offered the option to accept the bonus in the form of cash and/or PTO. The bonus will be calculated by ½ day increments up to a maximum cap of 5 days. The employee will have the option of either accepting the entire bonus as PTO or, up to ½ the bonus in cash and the balance in PTO.

WAGE GARNISHMENT:

Garnishment of wages results when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the corporation. Although Sub-Board I, Inc., does not wish to become involved in an employee's private matters, we are compelled by law to administer the court's orders.

In doing so, the Executive Director will contact the employee to explain the details of garnishment and how it affects wages. The possibility of resolving the situation before turning it over to implementation will also be explored. Employees are encouraged to resolve these matters privately to avoid Sub-Board I, Inc.'s involvement in this mutually unpleasant situation. The Corporation will, to the best of its ability, **attempt to** keep this information confidential.

LEAVE POLICIES

A) Full Year Employee (see Attachment B)

The following leave policies apply to all salaried employees who are required to work between 25 and 37.5 hours per week, for 52 weeks per year. Employees must work more than 50% of the pay period in order to accrue any time during that pay period.

Annual (Vacation) Leave - Employees accrue credits bi-weekly for annual leave at a rate of one tenth (rounded to the nearest quarter hour) of their normal work week which will result in a total of 13 days of earned annual leave per year. Any required adjustments will be added on the anniversary date of full-time employment. Accumulation of annual leave credits in excess of 40 days is not permitted. In addition, extra credit is earned on the anniversary date of employment as follows (provided that the total accumulated annual leave does not exceed 40 days):

<u>Completed Years of Continuous Service</u>	<u>Credit</u>
1	1 day
2	2 days
3	3 days
4	4 days
5	5 days
6	6 days
7	7 days

After completing seven years of continuous service, a maximum of 20 days per year is reached after which time the employee accumulates annual leave at the rate of 5 hours and 45 minutes per bi-weekly payroll period, adding an additional 30 minutes on the anniversary date of full-time employment. After completing fourteen years of continuous service, the employee will receive one extra day on the above stated anniversary date, with one extra day being granted to the employee each year from year fifteen to year twenty(in effect the employee will be receiving 21 days per year). From year twenty-one to year twenty-seven, the employee will be granted two extra days on the above stated anniversary date (22 days per year). From year twenty-eight to year thirty-four, the employee will be granted three extra days on the above stated anniversary date (23 days per year). From year thirty-five to year forty-one, the employee will be granted four extra days on the above stated anniversary date (24 days per year). Finally, after year forty-two, the employee will be granted a maximum of five extra days on the above stated anniversary date (25 days per year).

Personal Leave - Five days of personal leave, credited on the date of full-time employment, and on the anniversary date of full-time employment thereafter, are granted each year.

B) **Academic Year Employee** (see Attachment C)

The following leave policies apply to all salaried employees who work from 25-37.5 hours per week from the beginning of the fall semester through the spring semester during one academic season. Employees must work more than 50% of the pay period in order to accrue any time during that pay period.

Annual (Vacation) Leave – Academic Year Employees do not accrue Annual Leave. In lieu of Annual Leave, employees are entitled to a salary adjustment, based on longevity, on their anniversary date of employment. See Attachment C for the schedule of Longevity Steps.

Personal Leave - Four days of personal leave, credited on the date of full-time employment, and on the anniversary date of full-time employment thereafter, are granted each year.

C) **All Salaried Employees**

1) **Annual Leave** - In the event of death, retirement, or separation from service, an employee is compensated for the accrued and unused accumulation of Annual Leave up to a maximum of 30 days.

For employees who have available Annual Leave, vacations may be taken at any time during the term of appointment, except that they must be scheduled to avoid conflicts with other employees' vacations and with busy periods of the year. Final discretion for the approval of requested annual leave rests with the Executive Director. Annual leave credits do not accrue when an employee is on an unpaid leave of absence. Personal leave or sick leave may not be used as or with annual leave.

2) **Personal Leave** - Personal leave credits are non-cumulative and may not be used when an employee is on a leave of absence. Sub-Board does not require an employee to give a reason as a condition for approving the use of personal leave credits, provided that prior approval from the Executive Director has been obtained. However, personal leave may not be taken with any other accrued leave. An employee may not take more than two Personal days in succession. Personal leave should be necessitated by personal business or religious observance. An employee who has exhausted his/her personal leave credits, charges approved absences from work to accumulated annual leave, PTO, or compensatory time.

In the event of death, retirement, or separation from service (temporarily or permanently), an employee is not compensated for the unused portion of personal leave credits.

3) **Sick Leave** - Employees accrue bi-weekly credits for sick leave at a rate of one tenth (rounded to the nearest quarter hour) of their normal work week during their term of employment (Full-Year or Academic Year). Any required adjustments will be made on the anniversary date of full-time employment. Employees may accumulate such credits up to a

total of 150 days. Sick leave credits do not accrue when an employee is on an unpaid leave of absence. In the event of death, retirement, or separation from service other than illness or disability, an employee is not compensated for the accrued and unused accumulation of sick leave credits. Sick leave may only be taken for personal illness, family illness, medical appointments, or bereavement. In cases of bereavement, employees must confer with the Executive Director. In the case of long term illness (five working days or more) or disability, documentation from the appropriate health professional may be required.

Once an employee has exhausted his/her sick leave credits, further approved absences must be charged against annual leave, PTO, or compensatory time, if available. Once all accrued time is exhausted, the employee will not be compensated for time off.

HOLIDAY LEAVE:

A) Academic Calendar Holidays

Full-time employees are not required to work on those holidays which are observed in the University Academic Calendar, Spring Recess excluded. Full-time employees are entitled to a normal day's wages and should not charge accumulated leave for the day off. Should a full-time employee be required to work on any Academic Calendar holiday, holiday leave will be granted for the number of hours worked that day to all exempt and non-exempt employees. Observed holidays which do not fall during normal business hours (i.e. Saturday, Sunday, etc.) will not be treated as Holiday Leave.

Full-time Academic Year employees are entitled to the above Academic Calendar holiday benefit when the holiday falls during their actively engaged employed term.

Full-time employees on a paid or unpaid leave of absence are not entitled to academic calendar holiday pay.

B) University Closings:

When the University is officially closed and a full-time employee cannot report to work, they will be entitled to a normal day's wages and should not charge accumulated leave for the day off. Should a full-time employee be required to work on any day when the University is closed, Holiday time will be granted for the number of hours worked that day to all **exempt and non-exempt employees**. University closings which do not fall during normal business hours (i.e. Saturday, Sunday, etc.) will not be treated as University closings.

Full-time Academic Year employees are entitled to the above University closing benefit when the Closing falls during their actively engaged employed term.

Full-time employees on a paid or unpaid leave of absence are not entitled to pay due to a University closing.

C) Guaranteed Holidays:

Full-time employees are not required to work on the following holidays:

New Years Day
Martin Luther King Day (observed)

Memorial Day (observed)
Independence Day
Labor Day
Day Prior to Thanksgiving Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day

Non-Exempt full-time employees are entitled to a normal day's wages and should not charge accumulated leave for the day off. Should a non-exempt full-time employee be required to work on any of the above listed guaranteed holidays, overtime pay will be granted for the number of hours worked that day OR compensatory time will be granted for the number of hours worked that day, provided the compensatory time is taken within the same pay period. Exempt employees will be entitled to Holiday time for all hours worked. If any of the above listed guaranteed holidays falls on a Saturday, the Friday immediately proceeding will be observed as holiday leave. If any of the above listed guaranteed holidays falls on a Sunday, the Monday immediately following will be observed as holiday leave. In the event that a guaranteed holiday coincides with an academic holiday, the rules for a guaranteed holiday apply.

Full-time Academic Year employees are only entitled to the above listed guaranteed holidays when the holiday falls during their actively engaged employed term.

Full-time employees on a paid or unpaid leave of absence are not entitled to guaranteed holiday pay.

D) Sub-Board Closings:

Should Sub-Board officially cancel operations due to corporate closings, inclement weather, natural or man-made disaster, or municipal, State or National emergency or observance, all full-time employees will not be required to report for work, a normal day's wages will be paid, and time off will not be charged to accumulated leave. Should a full-time employee be required to work on one of the above days, Holiday Time will be granted for the number of hours worked that day to all non-exempt and exempt employees.

Full-time Academic Year employees are entitled to the above Sub-Board closings, etc. when the day in question falls during their actively engaged employed term.

Full-time employees on a paid or unpaid leave of absence are not entitled to Sub-Board closing pay.

LEAVE OF ABSENCE WITHOUT PAY: (See Attachment B)

A leave of absence is an extended period of time absent from work without loss of employment. In cases of extraordinary situations or personal emergencies, a full-time employee may be granted a leave of absence for a period not to exceed one year after all accumulated leave credits have been used. Leave of absence is without pay. During the first 30 days of a leave of absence, Sub-Board I, Inc. continues to pay health insurance benefits. After that the cost of those premiums are paid by the employee. The Corporation will not contribute to the retirement plan during the full leave of absence. A written request for a leave of absence, providing full explanation of the circumstances, must be

presented to the Executive Director at least two weeks before the start date of the leave of absence. The Executive Director may deny the claim. The right for appeal of this decision rests with the Executive Committee and ultimately the Board of Directors. The employee must notify the Executive Director at least thirty days before the end of such leave whether he/she will return to work. Failure to report to work on the first day after the expiration of the leave of absence, without approval, will be considered a voluntary termination of employment. When the employee returns to work, he/she will be reinstated in the same or substantially similar position unless otherwise agreed upon in writing between both parties.

When an employee's leave exceeds 52 weeks in succession or extends beyond his/her anniversary date, the return date will become the new anniversary date.

MILITARY LEAVE OF ABSENCE:

An employee who is drafted for service in the armed forces is eligible for military leave of absence. Upon return from service, the employee will be eligible for re-employment and will be reinstated in the same or substantially similar position.

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered vacation time. If the employee's military pay for the training is less than his/her average earnings for a like period, Sub-Board will pay the difference to the employee for a period not exceeding two (2) weeks. Accrued annual leave and unused PTO will be paid in one lump sum to the employee during the time he/she is on leave.

JURY DUTY LEAVE OF ABSENCE:

Sub-Board policy is to encourage employees to serve on jury panels if he or she is called to duty. Sub-Board will pay non-exempt employees his or her entire salary during the first 3 days of the jury duty. The Corporation will pay 100% of the difference between a non-exempt employee's regular earnings and the fee he or she receives for jury service from the 4th day - 30th day. If a non-exempt employee continues to serve on a jury for over 30 days, the Corporation will pay 75% of the difference between the employee's regular earnings and the fee he/she receives for jury service.

Exempt employees who serve on a jury will receive his or her full salary for the duration of the jury period served.

Employees should contact their manager or supervisor promptly after receiving notification to appear.

WITNESS DUTY LEAVE OF ABSENCE:

Sub-Board I, Inc. is aware that employees may be subpoenaed to appear as witnesses in trials before the court. In these cases the Corporation will grant time off with pay not to exceed two (2) days. After two (2) days, time off will be given as needed: without pay; against accrued annual leave or unused PTO; or be given with pay if required by law.

FAMILY AND MEDICAL LEAVE ACT

Employees who have completed at least 12 months of employment and at least 1,250 hours of service during the previous 12 months are eligible for up to 12 weeks of family and medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Only one 12-week FMLA period will be allowed in a twelve-month period calculated as a "rolling" 12-month period measured backward from the date an employee uses FMLA leave.

Employees are required to use all accrued PTO benefits (vacation, "seasonal vacation", sick, and/or short term disability) concurrent with approved FMLA leave. Intermittent leaves may be approved in situations where leave is necessary on a part-time basis. Leave may be taken within the first 12 months after the birth of a child, adoption or foster care of a child, to care for a seriously ill family member (spouse, child or parent), a covered military service member, or for a serious health condition of the employee. Documentation by a certified healthcare provider will be required for all requests for leave under this policy.

Military Related FMLA Leave

A. Leave to Care for a Covered Service member

Under the FMLA, an employee who is the spouse, parent, child, or "next of kin" of a covered service member who incurs a serious injury or illness while on active duty is entitled to take up to 26 weeks of unpaid leave in a single 12-month period (beginning on the first day such leave is taken) to care for that service member. The 26-week leave entitlement is inclusive of all FMLA leave taken by the employee during the applicable 12-month period and is *not* in addition to the 12 weeks of FMLA leave to which eligible employees were already entitled. However, an eligible employee is entitled to 26 weeks of leave for *each* service member and for *each* serious injury or illness incurred, so long as no more than 26 weeks of leave are taken in the applicable 12-month period.

B. Exigent Circumstances Leave

Eligible employees may also take up to 12 weeks of unpaid leave relating to "qualifying exigencies" when an employee's spouse, parent, or child is on active duty or has been called to active duty with the military as a result of a "contingency operation." Qualifying exigencies are new reasons for an eligible employee to take up to 12 weeks of leave under the FMLA. It is *not* a right to take 12 weeks of leave in addition to the 12 weeks of FMLA leave to which eligible employees were already entitled. Exigent circumstances leave is not available if the employee's covered family member is a member of the regular armed forces. Rather, this leave is designed to assist employees whose family members are in the reserves or are retired, and who are suddenly called to active duty to assist with a contingency operation.

Employees are responsible for continuing contributions for health insurance, if enrolled, for the duration of the authorized leave. Failure to do so will result in coverage cancellation. Any applicable contributions to the 403(b) Plan will not be made during this leave if the leave is unpaid. Employees will receive vesting credit for the 403(b) plan during this leave.

"Qualifying exigency" for leave purposes, include: (1) short-term notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8)

additional activities agreed upon by the employer and the employee.

Requests for FMLA leave should be submitted in writing to the Executive Director with as much advance notice as possible.

WORKING CONDITIONS

GROUND FOR DISMISSAL:

All employees of Sub-Board I, Inc. are considered to be at-will employees and can be fired for any reason or no reason as long as the reason for termination does not violate federal or New York State law. Examples of reasons for termination include, without limitation: Excessive absenteeism, insubordination, fraud, illegal conduct, conduct that violates or abuses any of Sub-Board I, Inc.'s policies and/or procedures, poor work performance, harassment, violence and/or any perceived or actual discriminatory conduct. This list is not to be construed as exhaustive.

CORRECTIVE ACTION GUIDELINES:

Grounds for dismissal of any employee by Sub-Board I, Inc. may be subject to the following discretionary guidelines established to correct poor work performance or objectionable conduct in the workplace. These guidelines may be followed at the sole discretion of the employee's manager, supervisor, the Executive Director, or an officer. These guidelines are suggestions that are intended to be helpful to management in counseling employees about their work performance and behavior and are not to be construed as mandatory steps or procedures necessary to be taken prior to the termination of an employee.

- 1) Management may first advise an employee verbally if he/she is not performing to the acceptable standards.
- 2) If satisfactory improvements are not exhibited after a verbal warning, a first written warning may be given to the employee for review and action.
- 3) A second written warning notice within a twelve month period may result in termination.

If the employee's performance does not improve to an acceptable level after the above has occurred, further action may include termination.

DISCIPLINARY ACTION:

The Executive Director, upon approval from the Executive Committee, may suspend without pay an employee for behavior which is a violation of Federal or New York Law or behavior which is an immediate threat to students, other employees, or the property of the Corporation, specifically equipment and electronic data systems security. Such suspension shall be for a maximum period of fifteen (15) working days. During the period of suspension, the Executive Director and the Executive Committee shall investigate the incident, and shall take the appropriate action which may include termination. Disciplinary action may be taken with or without notice to the employee.

EMPLOYEE PERFORMANCE EVALUATIONS:

The first six months of employment for all full-time employees after the introductory period is considered probationary. At the conclusion of the six month probationary period, all full-time employees will receive performance evaluations conducted by the Executive Director. Based on the results of the evaluation, the Executive Director will recommend either one of three things: 1) that the probationary period will be extended for a designated period not to exceed an additional six months; 2) that employment will be terminated; 3) that the probation has been successfully completed and employment will continue subject to all policies contained within this document. Additionally, all full-time employees will receive a performance appraisal periodically by their immediate supervisor, subject to approval by the Executive Director. In all instances, all employees are defined as at-will employees.

EMPLOYMENT OF RELATIVES:

Sub-Board I, Inc. has no prohibition against hiring relatives. However, one general restriction has been established to help assure fair treatment of all employees.

While we accept and consider applications for employment from relatives, close family members such as parents, children, spouses or in-laws will not be hired into or transferred into positions where they directly or indirectly supervise or are supervised by another close family member.

SUB-BOARD RULES AND REGULATIONS

OVERVIEW:

Sub-Board I, Inc. has developed certain guidelines and rules of conduct to reflect good business practices. In establishing these guidelines and rules, Sub-Board has no intention of restricting the personal rights of any individual. Rather, we seek to protect the rights of all employees and to ensure maximum understanding and cooperation. Therefore, employees are expected to be:

- o On-time and alert when scheduled to be at work.
- o Careful and conscientious in performance of duties.
- o Thoughtful and considerate of other people.
- o Courteous and helpful, both when dealing with clients/customers and with other employees.
- o Refrain from harassment, discrimination, violence or otherwise hostile behavior.

ABSENTEEISM & TARDINESS:

Sub-Board I, Inc., expects employees to be at work on time and to work a full workday. An employee who anticipates that he or she will be absent from work for any reason must call his or her supervisor within 30 minutes of the start time of that day. Repeated absenteeism and/or tardiness may lead to disciplinary action up to and including termination.

SAFETY:

Sub-Board I, Inc. expects its employees to conduct themselves in a safe manner. Please use good judgment and common sense in matters of safety, and observe any safety rules posted in various areas, and follow all OSHA and state safety regulations.

SUBSTANCE ABUSE:

Sub-Board I, Inc. will not tolerate any substance abuse on its premises. Any employee reporting for work under the influence of alcohol or controlled drugs will be asked to leave immediately. The Corporation may offer the employee the option to take an **unpaid leave of absence** to receive treatment at a Rehabilitation Clinic, **at his or her own expense**, before returning to work. Any employee who repeatedly reports to work under the influence of alcohol or drugs may have his or her employment terminated immediately.

SMOKING CONSIDERATIONS:

The University at Buffalo is a non-smoking work site.

DRESS CODE:

Sub-Board I, Inc. has a casual dress policy. However, to favorably impress our customers, members of the public, outside professionals and University representatives, it is important for all employees to present a businesslike appearance subject to the following guidelines:

- o Clothing must not constitute a safety hazard.
- o All employees should practice common sense rules of neatness, good taste and comfort.
- o Provocative clothing or clothing with offensive writing is not permitted.
- o Informal and casual dress is fine when appropriate.

OUTSIDE EMPLOYMENT:

Sub-Board I, Inc. does not limit an employee's activities during non-working hours unless those activities interfere with or are in conflict with the performance of his/her job, or create a conflict of interest. The Executive Director and the Executive Committee will determine if any conflicts exist.

If there is a conflict, it is the responsibility of the employee to correct the interference immediately or face possible termination.

TERMINATIONS:

We hope to retain good employees. However, employment at Sub-Board I, Inc. is not for an indefinite time, regardless of length of service. Just as you are free to leave for any reason, we reserve the same right to end our relationship with you at any time for any reason not prohibited by law.

When an employee wishes to resign because of illness or for personal reasons, the possibility of an unpaid leave of absence may be explored and approved at the discretion of the Executive Director subject to approval by the Executive Committee based on the employee's work history and individual circumstances.

If an employee is aware of an impending voluntary termination of employment, he/she is expected to give at least two (2) weeks notice before voluntarily terminating employment. Sufficient notice will allow the Corporation to provide information for any benefits that the employee has accrued during his/her service.

SECURITY/LOSS PREVENTION:

Respect and protection of Sub-Board I, Inc. property and employee personal property is everyone's concern. If you find property missing or damaged, report it to your manager or supervisor immediately.

All employees should make certain that when they leave work that offices are locked, and that all equipment is turned off, in order to protect any and all valuable equipment from fire, unlawful entry, and theft. Keys to any corporate facility or property shall not be copied without permission from the Executive Director. Additionally, all supervisors are responsible for ensuring that all employees return all keys, key cards and any and all other property of the corporation, when they resign or are terminated.

COMPUTERS & DATA:

All computer hardware, software and data contained therein is the sole property of Sub-Board I, Inc. and may be used for work-related purposes only. The data stored on the Corporation's computer system contains confidential and proprietary information about our clients and employees. Accordingly, any current or former employee who uses and/or removes any of the data or information contained on the Corporation's computer system and/or server for unauthorized or non-work-related reasons, may be subject to disciplinary action, including termination and/or criminal prosecution.

PERSONNEL FILES:

Sub-Board I, Inc. maintains up-to-date personnel files on all employees. It is important to keep your records timely because this information is used for benefit administration, continued insurance notices under COBRA, notification in case of emergency, etc. We respect your right to have the information on your records treated confidentially.

Contact your supervisor or manager if there are any changes in your:

- o home address
- o telephone number
- o emergency contact
- o marital status
- o number of dependents
- o military status

Your personnel file remains the sole property of Sub-Board I, Inc. at all times. However, you may review your personnel file by contacting the Payroll Clerk and arranging a time to do so. Documents contained in your personnel file may not be copied without prior written authorization by the Executive Director.

TELEPHONE USE:

Personal use of Sub-Board I, Inc.'s telephones during work hours is permitted, but should be brief and limited to emergencies or extenuating circumstances. Personal long distance calls are not permitted.

Use of personal cell phones during work hours and should also be brief and limited to emergencies or extenuating circumstances only. Use of cell phone cameras is not permitted at any time.

POLITICAL CONTRIBUTIONS:

Sub-Board I, Inc. respects and encourages employee participation in political activities, but not on behalf of, or as a representative of the Corporation or on corporate time.

SOLICITATIONS & DISTRIBUTIONS:

Employees must not solicit other employees, affiliates, vendors or clients for any purpose during working time. Our employees are not permitted to distribute or post literature of any kind at any time in work areas.

People who do not work for the corporation or are not approved vendors are prohibited from distributing or posting literature of any kind or soliciting employees for any purpose at any time at Sub-Board I, Inc. offices.

RELEASE OF INFORMATION:

Except for records and information that we are legally required to provide to government agencies, no information about you will be released unless there is a signed authorization form from you on file, and the request is in writing.

MILEAGE REIMBURSEMENT:

Sub-Board I, Inc. will reimburse to an employee who uses his/her vehicle for all work related purposes on behalf of the employer, the IRS standard mileage rate. Mileage reimbursement will only be approved once the workday has begun, for work associated with the employee's position and will not be granted for extracurricular Sub-Board activities (picnics, holiday parties, etc.).

EMPLOYEES AND CORPORATE SERVICES:

All employees will be entitled to the same rates that students receive for all Sub-Board I, Inc. funded activities, programs, and services.

NEW YORK STATE WORKERS COMPENSATION INSURANCE:

All employees are covered under the provisions of the New York State Workers' Compensation Law and are eligible to receive compensation for certified medical care, disability, or death from injury arising out of and in the course of the performance of their duties, regardless of fault in cause of the injury.

All injuries incurred on the job or any job-related illnesses must be reported to the supervisor IMMEDIATELY. The supervisor must then notify the Accounting Office in order to file a claim for NYS Workers Compensation Insurance Benefits. Failure to provide timely notification may result in delay or loss of Worker's Compensation Benefits. Certification of job related injuries by a qualified healthcare provider is required. An employee injured on the job will be paid through the end of the workday on which the injury took place.

Sub-Board I, Inc. and its insurance carrier shall not be responsible for the payment of Workers Compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not part of the employee's work-related duties.

NEW YORK STATE DISABILITY INSURANCE:

An employee must exhaust all accrued sick leave before collecting NYS Disability Insurance benefits. All non-work-related illnesses, injuries or medical conditions incurred off the job, which result in a loss of work of at least seven consecutive working days (one week), must be reported to the supervisor immediately. The supervisor must notify the Accounting Office to file a claim for NYS Disability Benefits. If eligible, employees may receive a percentage of their average weekly earnings during the period of their disability for up to 26 weeks.

Salaried employees who are eligible for NYS Disability Benefits must notify their supervisors to file a claim as soon as possible after the disability begins even though they have available sick leave credits. During periods of disability, salaried employees are required to first exhaust all available sick leave credits before they can receive NYS Disability Benefits.

DISABILITY LEAVE OF ABSENCE: (See Attachment B)

Sub-Board I, Inc., may grant a leave of absence without pay for medical disabilities, including short-term disability related to pregnancy or the birth of a child, for a period not to exceed six months after all accumulated leave credits have been used. When the employee returns to work, he or she will be reinstated in the same or substantially similar position if reasonably possible. The Corporation reserves the right to require medical certification verifying inability to work due to illness or disability.