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1. Purpose of this Handbook

The purpose of this employee handbook is to address general policies in connection with your employment by New York Institute of Technology ("NYIT" or the "College"). These policies and procedures apply to all United States based employees; provided that particular policies may not be applicable to employees who are represented by a union and, therefore, covered by a collective bargaining agreement. In cases where the information in this handbook conflicts with provisions in the collective bargaining agreement, the collective bargaining agreement prevails. Please note that this handbook is meant as a general guide and is not a contract, express or implied. NYIT retains the right to change its position on matters covered in this handbook and to address particular situations on a case-by-case basis.

This handbook does not guarantee employment for any specific duration. In the absence of a written contract signed by an authorized representative of NYIT – and subject to the provisions of any applicable collective bargaining agreement – each NYIT employee is employed on an “at-will” basis, meaning that either you or NYIT may terminate your employment relationship at any time for any or no reason.

NYIT reserves the right, without prior notice, to alter, modify, amend, cancel or terminate any of its policies, procedures, practices, and terms of employment or benefit programs. Employees are encouraged to access the current employee handbook through the Office of Human Resources website at http://intranet.nyit.edu/hr. Employees should direct any questions regarding policies to the Office of Human Resources.

2. Orientation and Employee Information

During your first few days of employment, you will meet with the Office of Human Resources and various members of your department, including your supervisor. During this period, you will receive important information regarding the performance requirements of your position, policies and procedures, compensation and benefits programs, plus other information necessary to acquaint you with your job and NYIT. You will also be asked to complete all necessary paperwork, such as benefits plan enrollment forms, beneficiary designation forms, and appropriate federal, state and local tax forms and you will be required to present NYIT with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law. It is a condition of being offered employment by NYIT in the United States that the prospective employee be legally authorized to work in the United States. Upon commencement of employment by NYIT in the United States, it is a condition of continued employment that the employee hold appropriate U.S. work authorization, at all times. For employees who are not U.S. citizens, employment by NYIT does not imply that NYIT will support or sponsor an employee’s application for an extension of immigration status, or for a different immigration status. NYIT will respond to any such requests on a case-by-case basis, and in its sole and unreviewable discretion.
The Office of Human Resources maintains a file for each employee, containing all the relevant and necessary information about your employment with NYIT. This information is kept confidential, subject to the College’s legal obligations and rights to collect and use personal information. To ensure that your file is up-to-date at all times, notify the Office of Human Resources as soon as possible of any changes in your name, telephone number, home address, marital status, number of dependents, if a dependent’s educational status changes, beneficiary designations, individuals to notify in case of emergency, and if you earn any academic degrees from NYIT or another institution of higher learning during your employment here.

3. Equal Employment Opportunity

All employees will be treated in a manner free of any bias or prejudice. No employment decision of any kind will be based on or influenced by an individual’s race, color, creed/religion, ethnicity, sex/gender, age, national origin, genetic information, citizenship status, marital status, sexual orientation, disability (where otherwise qualified), veteran status or any other legally protected status. In addition, the College complies with state and local laws governing non-discrimination in employment in every locale in which it has facilities.

The College expressly prohibits any form of unlawful employee harassment based on race, color, creed/religion, ethnicity, sex/gender, age, national origin, genetic information, citizenship status, marital status, sexual orientation, disability (where otherwise qualified), veteran status or any other legally protected status. In support of its equal employment policy, the College will:

- Recruit, hire and promote individuals without regard to their race, color, creed/religion, ethnicity, sex/gender, age, national origin, genetic information, citizenship status, marital status, sexual orientation, disability (where otherwise qualified), veteran status or any other legally protected status;

- Ensure that all decisions concerning the terms and conditions of employment, including but not limited to, decisions concerning compensation, benefits, transfers, reductions in staff and rehire, will be made in accordance with previously mentioned principles of equal employment opportunity (“EEO”).

Complaints of alleged discrimination or harassment may be brought using NYIT’s Non-Discrimination and Discriminatory Harassment procedure (see Section 12). Violations of NYIT’s EEO policy may constitute grounds for disciplinary action, up to and including suspension or termination of employment.

3.1 Accommodations for the Disabled

NYIT is committed to complying with the Americans with Disabilities Act, and all other applicable federal, state and local laws, and ensuring equal opportunity in employment for qualified persons with disabilities. In accordance with the law, NYIT will consider what reasonable accommodations could be made for a qualified individual with a disability to enable him/her to perform the essential functions of his or her position. If
you have a disability and are in need of an accommodation, please notify the Office of Human Resources.

3.2 Veterans

NYIT will not discriminate against any applicant or employee who is a veteran and will take affirmative action to employ and advance in employment Vietnam Era, "Other Qualified" Veterans, and qualified disabled veterans of all wars.

3.3 Affirmative Action

It is the policy of NYIT to be an equal opportunity employer and to comply voluntarily with the concepts and practices of affirmative action. In keeping with this policy, it is NYIT’s objective to recruit, hire, train and promote into all job levels the most qualified applicants without regard to race, color, creed/religion, ethnicity, sex/gender, age, national origin, genetic information, citizenship status, marital status, sexual orientation, disability (where otherwise qualified), veteran status or any other legally protected status. All such decisions will be made in accordance with established personnel policies and by utilizing objective standards based on the individual’s qualifications as they relate to the particular job vacancy.

The Office of Human Resources is charged with the responsibility for coordinating and monitoring the implementation of all components of Equal Employment Opportunity and Affirmative Action compliance throughout the College.

4. Safety and Security

NYIT is committed to providing a safe working environment for all employees. NYIT follows operating practices that will safeguard all employees and will result in safe working conditions and efficient operations. It is the responsibility of all employees to understand and observe safety regulations and to practice safe work habits at all times, so as to ensure not only their own safety but the safety of their co-workers as well. Safety equipment is required for certain positions, and your supervisor will advise you of any required equipment which you will be responsible to use as directed. All employees should be aware of, and comply with the following basic safety regulations:

- Know the location of all fire and emergency exits, be familiar with your facility’s emergency evacuation plan and participate in NYIT’s fire drills;

- Know the location of fire extinguishers and fire alarms and understand how to use these devices, as well as how to contact the local police and fire department;

- Be sure emergency exits, stairways, office aisles and passageways are free of obstacles and debris. If not, contact your supervisor in order that any such condition may be rectified;
• If you operate a vehicle, do so in a safe manner; drive defensively and observe all local speed limits and rules of the road and always wear a seat belt;

• Report any unsafe conditions immediately to your supervisor and to the Office of Security.

In the event of a systems failure or inadequate operation of physical plant systems, e.g. plumbing or electrical power, employees should promptly alert their supervisor so that alternative work arrangements can be made that ensure employees will not be subject to hazardous conditions. Supervisors are responsible for ensuring that every employee is instructed in the safest manner to perform his or her work, for ensuring that the physical areas where employees work are free of hazards, and for seeing that any injured or ill employee or student receives immediate treatment. You are responsible for performing your work in a safe manner and reporting any work-related injury or illness to your supervisor immediately. Supervisors are responsible for notifying the Office of Human Resources of any employee accidents, injuries or illnesses. All NYIT employees are required to obtain a photo identification card from the Office of Security.

4.1 Drugs and Alcohol

Alcoholism and the misuse of drugs can adversely affect job performance. NYIT will make reasonable efforts to assist employees who voluntarily come forward to seek assistance with their efforts to overcome addiction to or dependence on drugs or alcohol. However, willingness to assist its employees does not require NYIT to compromise discipline or to excuse the unacceptable performance, actions or behavior of any employee.

No employee will be allowed to work if that person is under the influence of drugs and/or alcohol. The non-prescriptive use, sale, possession, distribution, or manufacture, of controlled substances, or abuse of a properly prescribed controlled substance, is strictly prohibited at all times either on NYIT property or at other assigned work areas. This policy does not prohibit limited social use of alcohol while at NYIT sponsored functions. Violation of this policy is grounds for disciplinary action, up to and including suspension or termination of employment.

4.2 Smoke-Free Workplace

Smoking is prohibited in all NYIT facilities, and in the smoke-free zones, which encompass the area 20 feet south of the Riland Health Care Center and extending 20 feet north of Tower House, and 20 feet west of the 500 building and 20 feet east of Serota Hall on the Old Westbury campus, and within 20 feet of the entrance of 26 West 61st St. in Manhattan. The smoke-free zone on each campus includes: exterior open spaces, loading docks, parking lots, on-campus sidewalks, streets, driveways, and in all university-owned or leased vehicles. Smoking is permitted in privately owned vehicles. Signs will be displayed in prominent, visible areas.
Violation of this policy may subject the offending employee to disciplinary action, up to and including suspension or termination of employment. Complaints regarding violations of this policy should be directed to the attention of either the offending employee’s or the complaining employee’s supervisor. If the issue is not resolved promptly, the Office of Human Resources should be contacted.

No employee or job applicant who exercises or attempts to exercise rights under this policy will be subject to disciplinary or retaliatory action of any kind. Any employee who believes that he or she has suffered such retaliation should immediately contact the Office of Human Resources.

4.3 Workplace Violence

NYIT prohibits threats, menacing conduct or acts of violence on its premises, or off premises on NYIT business, by its employees, former employees, visitors, vendors or any other individuals. NYIT further prohibits all individuals (other than law enforcement officers) from bringing any weapons, including, but not limited to, firearms, knives or explosives onto its premises. Any conduct which violates this policy must immediately be reported to your supervisor and to the Office of Human Resources and the Office of Security.

Employee reports will be investigated as appropriate and, to the extent possible, maintained in confidence. The College will take prompt, appropriate remedial action against those who violate this policy. Remedial action may include disciplinary action up to and including suspension or immediate termination of employment and notification to law enforcement agencies. Retaliation against an employee for reporting violations of this policy is strictly prohibited and such conduct is also a violation of this policy, which will subject the “retaliator” to disciplinary action, up to and including suspension or termination of employment.

4.4 Workplace Inspections and Employee Privacy

NYIT may, under certain circumstances, determine it is necessary to inspect College property or the possessions or articles on its premises belonging to employees or other individuals entering onto its premises. Employees should have no expectation of privacy with respect to NYIT property and facilities, even if under their exclusive use and even if used for personal matters. As set forth in Section 16, employees should also have no expectation of privacy with respect to the use of NYIT telecommunications and IT equipment, accounts and networks.

NYIT reserves the right to question all persons entering and leaving its premises and to inspect any packages, parcels, purses, handbags, briefcases, or any other possessions or articles carried to and from its property. Employees who refuse to cooperate in an inspection pursuant
to this policy may be subject to disciplinary action up to and including suspension or termination of employment.

5. **Dress Code**

Employees are expected to dress appropriately and in good taste at all times. Generally, NYIT’s dress code is business wear. Employees should project a professional image that is clean and neat. Dress guidelines for individual departments will vary based upon your position and work activities. It is never appropriate to wear to the workplace stained, wrinkled, frayed, or revealing clothing or clothing with derogatory/vulgar/offensive lettering or logos. Supervisors are responsible for ensuring that their employees are appropriately dressed.

6. **Workplace Cleanliness and Decor**

In order to provide and maintain an efficient, comfortable and professional workplace, employees are required to follow the following guidelines:

- Work areas should be kept as neat as possible during the regular work day and should be straightened prior to leaving at the end of the work day. Employees should pay particular attention to properly securing any material of a sensitive or confidential nature;

- Personal effects are permitted, in good taste and in moderation;

- Boxes and other storage items should be discarded after use or should otherwise remain out of sight within a workstation;

- Employees should leave public areas, such as reprographic areas, coffee stations, conference rooms, restrooms, etc. in a clean and orderly condition for guests and other employees.

7. **Attendance and Absence**

NYIT expects all employees to be diligent in their attendance and promptness. Recognizing, however, that absences from work may occur because of illness, injury, or other personal reasons (a death in the family, jury duty, or personal business), NYIT has established policies to cover these instances and compensate its employees for certain time off for legitimate medical and personal reasons. If you are unable to work because of illness, you must notify your supervisor prior to your regular start time on each day of your absence, unless you are granted an authorized leave, in which case different notification procedures apply. Failure to promptly notify NYIT will result in an unexcused absence. Excessive absenteeism has a negative impact on the success of the College. Therefore, excessive absences may result in disciplinary action up to and including suspension or termination of employment.
8. **Outside Employment**

Employees are permitted to engage in other work activity, including self-employment, outside NYIT under certain conditions:

- Additional work activities may not reduce your efficiency in working for NYIT;
- Any work is subject to the Conflict of Interest policy (Section 13);
- Your additional work activity must not compromise NYIT’s image;
- You may not use any NYIT equipment, resources or space for outside work;
- You may not conduct any outside business during your paid work time at NYIT;

Outside employment is not a valid excuse for poor job performance, absenteeism, lateness, leaving early, refusing to travel, refusing to change your hours or for anything that interferes with your ability to perform your regular duties. Fraudulent use of your sick time for anything related to your outside work, or any other violation of this policy, will be subject to disciplinary action, up to and including suspension or termination of employment.

9. **Emergency Closings**

In the event of severe weather or a large-scale emergency situation, NYIT may decide to cancel classes, close the campuses or delay the day's opening. **Please be sure to sign up for NYIT’s Alerts, to receive text and/or voice alerts on your mobile device.** [http://www.nyit.edu/alerts](http://www.nyit.edu/alerts). In addition, there are several resources from which to learn more information:

- Emergency Information Number - 516-686-1010;
- Home page ([www.nyit.edu](http://www.nyit.edu));
- Broadcast Media: News 12 Long Island (Cablevision Channel 12); WALK-FM 97.5; WBAB-FM 102.3; WKJY-FM 98.3; WCBS-AM 880; WHLI-AM 1100; WINS-AM 1010.

If NYIT closes prior to the start of the workday, you are not expected to report for work. Employees in specific departments, including facilities staff, may be designated to report even if a campus is closed. If NYIT does not close, you are expected to report to work as scheduled. If conditions exist that prevent you from reporting, you may use vacation or personal time for your absence.

10. **Confidentiality**

In the course of your employment, you may have access to personnel, student, financial or other records considered sensitive or confidential by NYIT or protected by
laws such as the Family Educational Rights and Privacy Act (FERPA). As a result of your employment, you agree that:

- I will not duplicate any work-related material for my own use without the permission of the appropriate supervisor or administrator;

- I will not retrieve, examine, destroy, alter, or render inaccessible any work-related material, except where I am authorized to do so as part of my job responsibilities;

- I will not discuss the contents of work-related material outside of my responsibilities without the permission of the appropriate supervisor or administrator;

- I will not disclose any work-related material that may be questionable under this agreement without the permission of the appropriate supervisor or administrator;

- I am responsible for protecting passwords issued to me authorizing access to NYIT records and files required to fulfill my job description;

- I understand that all procedures, creative work, written documents, records and computer programs created for NYIT use are the property of NYIT and are not for public disclosure or use;

- I understand that this confidentiality obligation applies both throughout my employment with NYIT and after I leave;

- I understand that violation of the terms or intent of this confidentiality policy may subject me to disciplinary action up to and including suspension or termination of employment.

Work-related material is defined as paper or electronic documents, applications and materials.

11. Code of Conduct and Whistleblower Policy

NYIT has adopted this policy to ensure that no officer, trustee, employee or volunteer of NYIT (together “NYIT Personnel”) who in good faith reports any action or suspected action taken by or within NYIT that is illegal, fraudulent or in violation of any NYIT policy shall suffer intimidation, harassment, discrimination or other retaliation or, in the case of employees, adverse employment consequence. NYIT is committed to conducting all of its activities in accordance with the highest ethical standards and in compliance with all applicable laws. NYIT Personnel are accountable for the highest standards of NYIT-related conduct, including honesty and fairness in all aspects of their work.
11.1 Administrator

The General Counsel has been designated as Administrator of this Policy. The General Counsel will report to the Audit Committee of the Board of Trustees in connection with the administration of this Whistleblower Policy.

11.2 Reporting

All members of the NYIT community are encouraged to report known or suspected illegal or fraudulent activity or violation of NYIT policy. NYIT employees or volunteers should report concerns to a supervisor, department chair, program director, Dean, Vice President, or the President, while trustees should report concerns to the Chair of the Audit Committee (collectively a “Primary Contact”). If for any reason an individual finds it difficult or uncomfortable to report concerns to a Primary Contact, NYIT Personnel may instead report their concerns directly to the General Counsel or to the Director of Internal Audit. The Director of Internal Audit shall also be designated as a Primary Contact.

Examples of violations include intentional falsification of NYIT records (such as employment records, time sheets, medical records, contracts, business records, and expense reports); theft or misappropriation of NYIT property; unauthorized or unlawful use of NYIT property, including NYIT’s computer and telecommunications systems and networks; and bid-rigging, kickbacks, bribes, dishonest procurement, or any similar NYIT-related activity that adversely affects the honest, cost-effective, or business-like conduct of NYIT operations.

11.3 Receipt and Processing of Reports

All Primary Contacts receiving reports are responsible for informing the General Counsel expeditiously and cooperating fully with any investigation. The General Counsel will consider each report and will conduct such review as he/she believes appropriate. In the review of such a report, the General Counsel may consult, if and as appropriate, NYIT Personnel such as the President, Chief Financial Officer, Internal Audit Director, and, if necessary or advisable, the Chair of the Board of Trustees Audit Committee. The General Counsel will recommend to the President and, if indicated, the Chair of the Audit Committee, such further steps as may be appropriate.

The General Counsel will coordinate with the Audit Committee to report as appropriate to the Board Executive Committee with respect to completed and/or ongoing investigations.

11.4 Confidentiality and Non-Retaliation

In order to encourage NYIT Personnel to come forward with any good faith report of suspected illegal or unethical behavior, all reports made through the mechanisms established under this Policy will be treated as confidential to the maximum lawful extent consistent with fair and thorough review. NYIT strictly prohibits any form of retaliation against NYIT Personnel for making a report under this policy, or for assisting a review. Any attempt to retaliate against or intimidate NYIT Personnel or other person who makes a report or participates in review of a report will be treated as a separate incident for
disciplinary purposes. If NYIT determines that a report contained knowingly false information, disciplinary action may be taken against the offending individual consistent with applicable law.

11.5 Distribution

This policy will be distributed to all new and existing trustees and employees. Moreover, program directors are responsible for distributing this policy to all volunteers who provide substantial services to NYIT.

12. Non-Discrimination and Discriminatory Harassment Policy

12.1 Workplace Discrimination and Harassment

Equal employment opportunity is the law. Title VII of the Civil Rights Act of 1964 prohibits employment discrimination and harassment based on race, color, religion, ethnicity, sex and national origin and Title IX of the Education Amendments of 1972 prohibits sexual harassment of students and employees in educational programs and activities. Other federal, New York State and New York City laws prohibit various forms of discrimination and harassment. NYIT is committed to providing equal opportunity in accordance with the law, a positive working environment where diversity is embraced, and a workplace free from unlawful discrimination and harassment. For that reason, NYIT has developed a policy on workplace discrimination and harassment and is committed to its enforcement. NYIT’s policy applies to all employees throughout the organization, as well as non-employees that you or your employees may come in contact with, including: contractors, consultants, delivery persons, guest speakers, students, vendors and visitors.

Faculty and staff who are in supervisory positions have important responsibilities in preventing discrimination and harassment. It is every supervisor’s responsibility to review this Non-Discrimination and Discriminatory Harassment policy carefully, understand and enforce the policy, and act promptly to address and correct violations. It is the supervisor’s duty to bring any potential violations of the policy of which he or she has been made aware to the attention of the Office of Human Resources.

12.2 Non-discrimination

All employees will be treated in a manner free of any bias or prejudice prohibited by law. NYIT will insure that all decisions concerning the terms and conditions of employment, including but not limited to, recruitment, decisions to hire, promotions, compensation, benefits, transfers, reductions in staff and rehire, will be made in accordance with the laws defining equal employment opportunity. Consistent with applicable law, no employment decision will be based on: race or color, ethnicity, sex or gender, marital status, pregnancy, sexual orientation, national origin, age, disability (where otherwise qualified), or creed or religion.

12.3 Discriminatory Harassment
Discriminatory Harassment is defined as subjecting an individual, on the basis of the individual’s membership in a protected class, to humiliating, abusive, or threatening conduct that creates an intimidating, hostile, or abusive work environment; alters the conditions of employment; or unreasonably interferes with an individual’s work performance. Harassment includes but is not limited to: epithets or slurs; negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and display or circulation in the working, learning and living environment (including through e-mail) of written or graphic material. Sexual harassment, which is described in further detail below, is a form of discriminatory harassment.

NYIT’s policy prohibits any harassment based on race or color, ethnicity, sex or gender, marital status, pregnancy, sexual orientation, national origin, age, disability, creed or religion.

Sexual harassment in the workplace is defined as: Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating hostile or offensive working environment. Sexual harassment may include a range of subtle and not so subtle behaviors, including: sexual violence; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; and the display or circulation (including through email) in the working, learning and living environment of sexually suggestive or explicit objects or pictures). Sexual harassment may involve individuals of the same or different sex. The complainant does not necessarily have to be the person harassed but could be anyone affected by the offensive conduct.

12.4 Reporting Workplace Discrimination and Discriminatory Harassment

If you are an employee and believe that you may have been subjected to unlawful discrimination or harassment (“offensive conduct”), you should report the offensive conduct immediately to the Office of Human Resources. If you are an employee and you observe or learn of offensive conduct involving others, you should also report the conduct immediately to the Office of Human Resources.

In the case of each reported incident involving alleged offensive conduct by an employee, the Office of Human Resources will conduct a prompt investigation and recommend to the President or his designate such further investigatory or disciplinary steps as may be appropriate. If NYIT determines that an employee has violated this Non-Discrimination and Discriminatory Harassment policy, appropriate disciplinary action, up to and including suspension or termination of employment, will be taken against the offending employee. Nothing shall limit the right of the institution to remove an employee immediately from job responsibilities, duties or from the premises in the event that a violent act is claimed. Nothing shall prevent the institution or any of its representatives
from reporting criminal or violent acts or threats to civil or law enforcement agencies in order to protect the safety and well-being of members of the NYIT community. Such a report may be made regardless of whether a formal complaint is submitted. Complaints that a student has engaged in offensive conduct should be reported immediately to the Office of Student Affairs, which has the authority to commence student disciplinary proceedings according to disciplinary procedures set forth in the Student Code of Conduct.

12.5 Confidentiality and Non-retaliation

Confidentiality will be protected to the maximum extent possible, consistent with a fair and thorough investigation. The investigation of such complaints will generally require limited disclosure on a need-to-know basis. NYIT prohibits any form of retaliation against any employee for making a complaint in good faith under this policy, or for assisting in a complaint investigation. Any attempt to retaliate against or intimidate the complainant or anyone who may have witnessed the offensive conduct will be treated as a separate incident, and will subject the offending employee to appropriate disciplinary action, up to and including suspension or termination of employment. If after investigating any complaint of discrimination or discriminatory harassment, the institution determines that knowingly false information has been provided, disciplinary action may be taken against the complaining employee.

13. Conflict of Interest

13.1 Definition of Conflict of Interest

All employees and trustees of NYIT are expected to perform their professional responsibilities in a manner that is free from real or apparent bias motivated by self-interest.

A conflict of interest arises when an employee or trustee is in the position to place his or her personal interest above NYIT’s interest. It can include situations in which an employee or trustee is in a position to compete with, rather than help, NYIT, or in which an employee or trustee stands to profit by a decision he or she may make on behalf of NYIT. It also includes situations in which an employee or trustee can make a business decision not on the basis of NYIT’s interest, but rather for his or her personal advantage.

While it is not possible to list all situations that might involve a conflict of interest, some examples of interests and activities that might constitute a conflict of interest are:

- Ownership interest by an employee or trustee, or his or her immediate family, in an organization that competes or does business directly or indirectly with NYIT.
- Service by an employee or trustee, or his or her immediate family, as a director, partner, employee or consultant, for an organization doing, or seeking to do, business, or competing with, NYIT.
- Acceptance of any payments, free services or products, including travel and entertainment, of more than a nominal value, by any employee or trustee in or
from any organization that transacts, or that the employee or trustee knows is seeking to transact, any business with NYIT.

13.2 Procedures for Employees

Any employee who has, or believes another employee has, a possible conflict of interest or the appearance of a conflict of interest, must notify his or her supervisor, the relevant Vice President, and in academic departments, the Dean. The Vice President will consult, if appropriate, with the General Counsel and/or the Director, Internal Audit, and will be responsible for managing the real or apparent conflict of interest. Proper management of the conflict, as determined by NYIT senior management, in its sole discretion, may include, for example: asking the employee to give up the conflicting interests; directing the employee not to represent NYIT in outside dealings where the conflict of interest exists or may develop; or allowing the employee to continue to represent NYIT under the direction of his or her supervisor.

The key to avoiding problems is to use good judgment, and when in doubt, disclose the possible conflict and obtain prior approval.

Officers, Vice Presidents and certain other employees, particularly employees involved with the procurement of goods and services, will be required to submit annual disclosure forms to the General Counsel, and to submit updated forms in the event that there is any change in the time period between the submission of the annual forms. In addition to disclosure of potential conflicts of interest, the disclosure form for officers and key employees will include disclosure of any anticipated Related Party Transactions, as defined at the end of this Policy. With respect to any disclosed conflicts, the General Counsel will consult, if and as appropriate, NYIT Personnel such as the President, Chief Financial Officer, Internal Audit Director, and, if necessary or advisable, the Chair of the Board of Trustees Audit Committee. The General Counsel will recommend to the President and, if indicated, the Chair of the Audit Committee, such steps as may be appropriate to manage the conflict of interest. Any conflicts of interest relating to officers or key employees, whether reported on the annual forms or otherwise, will be reported by the General Counsel to the Audit Committee of the Board of Trustees.

The failure to disclose a conflict of interest as required by this policy will subject the employee to discipline up to and including termination.

For NYIT’s separate Policy on Conflicts of Interest in Research, please see http://iris.nyit.edu/sponsoredprograms/forms/COI%20policy%208_03.pdf.

13.3 Procedures for Trustees

Prior to the initial election of any trustee, and each year thereafter, each trustee will be required to submit a disclosure form to the Secretary, and to submit updated forms in the event that there is any change in the time period between submission of the annual forms. In addition to disclosing potential conflicts of interest, the disclosure form will include disclosure of any anticipated Related Party Transactions, as defined at the end of this Policy. The Secretary shall provide a copy of all completed forms to the Chair of the Audit Committee.
In the event that the Board of Trustees is to consider any contract or transaction in which a trustee, officer or key employee has a potential conflict of interest, the material facts regarding the potential conflict of interest must be disclosed to the Audit Committee of the Board. The following procedures will then be followed:

- The Audit Committee, with only independent trustees participating, will first determine whether a conflict of interest exists.

- If the Audit Committee determines that a trustee has a conflict of interest as to the proposed contract or transaction, the conflicted trustee may be counted in determining the presence of a quorum at a meeting of the Board or a Committee authorizing the contract or transaction, but may not be present at or participate in the deliberation or vote. The conflicted trustee may be asked by the Board to present information prior to the deliberations, but the conflicted trustee will not attempt at any time or in any way to improperly influence the deliberation or vote.

- If the Audit Committee determines that an officer or key employee has a conflict of interest as to the proposed contract or transaction, the conflicted officer or key employee may be asked by the Board to present information prior to the deliberation, but will not be present for the deliberation and vote.

- The existence and resolution of any trustee, officer or key employee conflict of interest will be documented in the minutes of any meeting at which the conflict of interest was discussed.

13.4 Related Party Transactions (trustees, officers and key employees)

“Related Party Transaction” is defined as any contract or transaction between NYIT and any trustee, officer, or key employee of NYIT, a Relative of any trustee, officer, or key employee, or any entity in which any of the foregoing individuals is either a director or officer or has a significant financial interest. For this purpose, (i) “Relative” means spouse, domestic partner, ancestor, sibling, half-sibling, child, grandchild, great-grandchild, and the spouses of any of them; “significant financial interest” means 35% or greater ownership or beneficial interest, or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%; “NYIT” means NYIT and any subsidiaries or other affiliates.

All trustees, officers and key employees shall disclose any ongoing or anticipated Related Party Transaction on their annual disclosure form, or on a supplemental form during the year.

NYIT shall not enter into any Related Party Transaction unless the Board of Trustees or an authorized Committee of the Board has made a determination that the transaction is fair, reasonable, and in NYIT’s best interest. Specifically, the Board or Committee shall consider any available alternative transactions, approve the transaction by no less than a majority vote of the trustees present at the Board or Committee
meeting, and contemporaneously document in writing the basis for the Board or authorized Committee’s approval, including the consideration of any alternative transactions.


During the course of your work at the College, you may have the opportunity to create what is legally known as intellectual property. This is a general term applied to many tangible and intangible categories that include but are not limited to inventions, trade secrets, patents, literary and artistic works, such as books, articles, poetry, paintings, photographs and music, and computer software. Intellectual property may also include trademarks, brand names, logos, designs or other symbols that distinguish products and services. Any intellectual property you create as part of your work here is the property of NYIT, and is deemed a work made for hire, with all legal interests vesting in NYIT, unless otherwise determined by a separate written agreement between you and NYIT or as provided in a collective bargaining agreement.

15. External Communication/Solicitations and Distribution of Literature

15.1 External Communication

From time to time, as an employee of NYIT, you may receive inquiries from the media (e.g., newspapers, television stations, radio stations, magazines, or internet-based media). To ensure that NYIT maintains the appropriate public image and that communications to the media are accurate and consistent with applicable NYIT policy, if you are contacted by the media, you should refer the individual making the inquiry to the Office of Communications and Marketing.

Any inquiries from attorneys or law enforcement representatives should be referred to the Office of the General Counsel.

15.2 Solicitations and Distribution of Literature

In the interest of maintaining a proper environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time, e.g. those on lunch hour or breaks, may not solicit employees who are on working time for any cause or distribute literature of any kind to them. Non-employees are prohibited from distributing material or soliciting employees on NYIT premises at any time.

16. Telecommunications and Information Technology

Telecommunications equipment provided by NYIT is intended for use related to NYIT business and is not intended for personal use. If you need to use office telephones for personal calls during business hours, you should keep calls brief so as not to interrupt department workflow or incur additional expenses.
You are strictly prohibited from receiving personal telephone calls on any of NYIT’s toll-free lines. Excessive use of office telephones for personal calls may be grounds for disciplinary action. Please do not attempt to de-install, relocate or alter any telephone equipment in any way. Address all telephone requests to the Office of Information Technology. Unauthorized tampering with any NYIT telephone hardware may put yourself or your coworkers in danger or result in damage to NYIT’s telephone systems. Violations of these policies can lead to the suspension of your services and additional penalties, up to and including the termination of your employment and if warranted, referral to the appropriate law enforcement agency.

Similarly, computers and other information technology provided by NYIT are intended for use related to NYIT business and are not intended for personal use. The security and accuracy of information contained within these systems are the responsibility of all individuals with access to them. While NYIT wishes to promote Internet use, employees should be aware that every message sent through the Internet from NYIT, and all information uploaded to the Internet from the office, has NYIT’s name attached to it. Sending an e-mail, contributing a file to a database, or participating in a computer bulletin board or forum is much like using NYIT’s letterhead. With that in mind, NYIT has established the following policies governing Internet access through NYIT computers or using a NYIT provided e-mail or Internet address.

Employees should understand that, in communications on the Internet from the office, he/she may be regarded by the recipients as a representative of NYIT. Care should be taken to communicate at all times in a professional and courteous manner. It is important to remember that e-mail communications across the Internet are not secure. Each employee should understand that e-mail messages and use of the Internet are not private within NYIT, even if you use a password to protect information sent or received. E-mail messages should be treated like written communications, with an expectation that anything in them will be available for review by authorized representatives of NYIT.

You may have been given a computer and network access as part of your job duties. Use of NYIT’s information technology is governed by the following restrictions, policies and procedures:

The following list is an outline summary of the comprehensive policies.

- Use of NYIT computers and networks for non-NYIT related commercial purposes is strictly prohibited. This includes, but is not limited to, development of programs, data processing or computations for non-NYIT-related commercial use, and preparation and/or presentation of advertising materials not related to NYIT;

- You should not attempt to gain access to privileged areas or to accounts that do not belong to you;

- Individual accounts cannot be transferred to or used by another person;
• You should not use NYIT computers to gain unauthorized access to other systems;

• Do not attempt to read another person’s e-mail or other protected files;

• Do not use your computer to send nuisance e-mail, including chain letters and obscene or harassing messages, or to play computer games;

• Copying, storing, displaying or distributing copyrighted materials using NYIT computer systems or networks without the express permission of the copyright owner, except as otherwise allowed by copyright law, is strictly prohibited;

• You should never use your computer for any unethical, illegal or criminal purposes;

• If you ever discover what may be a security lapse in our systems, please report your concerns to the Office of Information Technology at once;

• You should not share your passwords with anyone;

• You are responsible for the proper use of your account including choosing safe passwords and ensuring that your file protections are correctly set;

• Each user is assigned one or more confidential passwords intended to restrict access to desktop computers and e-mail. However, employees should have no expectation of privacy regarding documents stored on computer systems or in messages sent across the network. NYIT has the absolute and unconditional right to investigate, review and monitor these materials including, but not limited to: eradication of computer viruses; data access, backup and restoration; hardware and software inventory procedures, including scans for unlicensed software installations; installations, maintenance, updates and repair; investigations relating to compliance with NYIT policies, including computer policies, and investigation of criminal, unlawful, or unauthorized activities as directed by local, state or federal authorities, or by the senior management of the College.

Any employee found to be in violation of any of the terms of these policies will be subject to suspension of computer access and disciplinary action, up to and including suspension or termination of employment and, if warranted, referral to the appropriate law enforcement agency.

17. **Compensation**

17.1 **Classifications of Employment**

For purposes of compensation administration, NYIT classifies its employees as follows:
• Full-time regular employees work on a full-time basis of continuing duration. Work hours vary by department, with some having a 35-hour week and some a 40-hour week. Such employees may be ‘exempt’ or ‘non-exempt’ as defined below;

• Part-time regular employees work on a part-time basis of continuing duration. Part-time regular employees are not eligible for health benefits, pension, vacation or holiday pay, except as may be legally required. Such employees may be ‘exempt’ or ‘non-exempt’ as defined below;

• Temporary and contract employees are engaged to work full-time or part-time on NYIT’s payroll with the understanding that their employment will be terminated on completion of a specific assignment or project. Individuals hired from temporary employment agencies for specific assignments or projects are employees of the respective agency and not of NYIT.

• “Non-exempt” employees are employees who are required to be paid overtime, in accordance with applicable wage and hour laws. “Exempt” employees are employees who meet certain tests as to salary and their job functions and responsibilities and are not required to be paid overtime, in accordance with applicable wage and hour laws.

You will be informed of your initial employment classification and of your status as an exempt or non-exempt employee at the time of your hire. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed of any changes in your status.

This handbook does not guarantee employment for any specific duration. In the absence of a written contract signed by an authorized representative of NYIT and subject to the provisions of any applicable collective bargaining agreement – each NYIT employee is employed on an “at-will” basis, meaning that either you or NYIT may terminate your employment relationship at any time for any or no reason.

17.2 Work Schedule

The normal workweek for College employees is Monday through Friday, with the exception of paid holidays. Working hours may vary according to your specific department. Your supervisor will advise you of your work schedule. Changes in work schedules will be announced as far in advance as is practical. Full time regular employees are provided with lunch and rest breaks as required by state or federal law.

17.3 Time Records

In accordance with applicable laws, all NYIT employees must accurately report time worked, and/or leave time taken. Non-exempt employees submit weekly time sheets on which they record their hours worked, and exempt employees submit semi-monthly time sheets on which they record only their time off from work. Falsification of
time records is a breach of College policy and is grounds for disciplinary action up to and including suspension or termination of employment.

17.4 Overtime and Compensatory Time Off

College needs may make it necessary, on occasion, for employees to work beyond their scheduled work hours. Your supervisor will attempt to provide you with reasonable notice when the need for work outside your regular work schedule arises. Please remember, however, that advance notice may not always be possible.

Non-Exempt Employees: Overtime compensation is provided to non-exempt employees only. If you are unsure of your exemption status, check with the Office of Human Resources. Except as may otherwise be required by applicable state law, non-exempt employees are paid at a rate of 1 ½ times their current hourly rate for all hours in excess of 40 hours worked in their established workweek. For employees in positions with a scheduled 35-hour workweek, hours worked beyond 35 but less than 40 will receive additional straight-time pay. Non-exempt employees must be paid additional straight-time and overtime for all hours worked and cannot receive compensatory time instead. All overtime and additional straight-time must be approved in advance by the department head. It is not permitted for employees to work additional hours without authorization, or to fail to accurately report hours on time sheets.

Exempt Employees: To the extent it is operationally possible, compensatory time may be given to employees exempt from overtime pay who are required to work excessive amounts of additional time on a prolonged or regular basis or who are required to regularly work on scheduled days off. All compensatory time must be approved in advance by the department head. This compensatory time off is not intended to be an hour-for-hour equivalent, but a good faith effort to recognize extraordinary circumstances. Employees are not paid in lieu of compensatory time off in the event that it cannot be granted.

17.5 Pay Periods and Salary Adjustments

Salary is payable semi-monthly, with limited exceptions. All promotions, transfers, and salary increases for employees, other than unionized employees, require the review and approval of the employee’s Vice President, the Office of Financial Affairs, the Office of Human Resources, and the President. For unionized employees, promotions, transfers, and salary adjustments are governed by the applicable collective bargaining agreement.

From time-to-time, NYIT authorizes, for certain of its non-unionized employees, a periodic salary adjustment or “PSA”. Eligible employees must have (a) been employed by NYIT for at least six months prior to the effective date of the PSA; (b) demonstrated satisfactory job performance; and (c) not received a salary increase from NYIT within six months of the effective date of the PSA.
17.6 Salary Garnishments

Salary garnishments authorized by law, including those directed by court order, the IRS, the state department of taxation and finance, and the county sheriff’s office, are processed through the Payroll department. If NYIT receives a notice of garnishment of your salary, the Payroll department will notify you, if obligated to do so by the order. Upon receipt of this notice, the Payroll department is required by law to deduct the monies according to the schedule established in the garnishment notice. Garnishments are deducted on a per-paycheck basis and remitted directly to the court or other garnishing agency. The Payroll department maintains records of garnishment payments and will notify you of any changes to the garnishment schedule, and when the garnishment ends, if obligated to do so by the order.

18. Collective Bargaining Agreements

Certain employees are covered under collective bargaining agreements between NYIT and the following three unions and associations:

18.1 American Association of University Professors

Faculty and certain professional employees are represented by the American Association of University Professors (AAUP). There are two AAUP chapters at NYIT, each headed by a chapter president: one represents members on the Manhattan campus and one represents members on the Old Westbury and Central Islip campuses.

18.2 Local 282, International Brotherhood of Teamsters

Grounds and maintenance staff are represented by Local 282 of the International Brotherhood of Teamsters. This union is the exclusive bargaining representative with respect to pay rates, wages, hours and all other conditions of employment for all grounds and maintenance employees on all three NYIT campuses. Shop stewards at each campus act as the primary liaisons between the union and its members at each location.

18.3 Local 32BJ, Service Employees International Union, AFL-CIO

Custodial staff are represented by Local 32BJ of the Service Employees International Union, AFL-CIO. Shop stewards at the campuses are the primary liaisons between the union and its members at each location.

19. Job Postings, Transfers and Promotions

It is NYIT’s policy to promote from within when and where possible. Requisition Authorizations for open positions are posted on the NYIT website, when and where appropriate and additional information about open positions is available through the Office of Human Resources. Transfers and promotions require the review and approval of the employee’s Vice President, the Office of Financial Affairs, the Office of Human Resources and the President.
20. Performance Problems and Corrective Action

As an employee of NYIT, you are expected to perform your job duties as directed by your supervisor and to maintain professional behavior in keeping with the standards outlined in this handbook.

Discharge and discipline decisions are made at the sole discretion of NYIT. Certain types of misconduct may give rise to immediate discharge. Examples include, but are not limited to, use of controlled substances, intoxication, dishonesty, insubordination, misconduct and/or violation of NYIT policy. In certain cases of unsatisfactory performance, NYIT may determine, at its sole discretion, to use a progressive discipline system designed to address performance problems and correct unacceptable behavior in a positive and constructive manner. However, as an “at will” employer, NYIT is free to terminate an employee at any time, for any or no reason, without any warning or notice.

Managers should seek guidance from the Human Resources department regarding employee performance problems and assistance in drafting performance and disciplinary communications to employees.

21. Employee Assistance Services

There may come a time during your employment with NYIT when an outside situation, including family difficulties, poor health, substance abuse or emotional disturbance, may interfere with your ability to do your job. Therefore, we have established an Employee Assistance Program (EAP) to assist you and your family in getting the help you may need.

The EAP is a confidential assessment, counseling and referral service designed to assist employees and their families with personal problems. NYIT has contracted with United Healthcare to provide its EAP services. The EAP is staffed by professional counselors who are experienced in assisting people with a wide range of personal problems. Counselors are available 24-hours a day, seven days a week, to talk, offer short-term counseling and, if necessary, provide you with a referral for continued or specialized care.

You can call the EAP toll-free number, provided by UnitedHealthcare Care 24, at 1-888-887-4114.

22. Relationships with Other Employees

22.1 Family Relationships

It is against NYIT policy for members of the same family to work in the same department. In addition, one family member may not have any direct or indirect supervision over the progress, performance, pay or welfare of another, regardless of their areas of employment, and they may not be involved together with matters of financial controls or physical inventory of NYIT property. For this policy, NYIT defines family as any of the following relationships: spouse, domestic partner, parent, grandparent, child, stepchild, ward, grandchild, in-law, uncle, aunt, niece, nephew or cousin.
If the family relationship of two employees who fall under one of the above-listed conditions changes, the employee with the shorter length of service will be required to transfer, resign or be terminated within 30 days unless the other employee does the same voluntarily. The President may, in rare instances, issue a temporary (no longer than one year) waiver of this policy if one of these employees is uniquely qualified and essential to the position he or she holds at the time of the change in family relationship. If you have any question about whether or not your family member is eligible under this policy to apply for a specific open position, please contact the Office of Human Resources.

22.2 Consensual Romantic Relationships

As in any situation where adults spend time together, it is possible that NYIT employees may wish to engage in a consensual romantic relationship. There are specific instances where this violates NYIT policy. If you are a faculty member, you must not participate in a consensual romantic and/or sexual relationship with any student who is enrolled in any of your classes. You are also discouraged from participating in this type of relationship with any student. If you are a staff member, you should not participate in a consensual romantic and/or sexual relationship with anyone who is subject to your supervision or evaluation. There is a power differential in these relationships that could compromise your ability to perform your job duties in an unbiased manner. In addition, there is a danger that the consensual nature of the relationship could later be reinterpreted as non-consensual and therefore create a potential for sexual harassment.

We recognize that two people may already be engaged in some type of consensual relationship before one of the above-listed situations occurs. In this case, whoever is in the “supervisory” position, whether as an employee or a professor, must make every effort to place the student or subordinate employee in another situation. If this is not possible, the conflict must be resolved in another manner - the student must drop the class, one employee or the other must resign, or the relationship must end. For the purposes of this policy, employees who are or were married are considered in a consensual relationship.

22.3 Gifts to Employees/Personal Events for Employees

Consistent with the proper stewardship of NYIT’s resources and in accordance with regulations on the disbursement of federal and state funds, gifts to NYIT employees, and celebratory events of a personal nature (birthdays, weddings, baby showers, graduation, and the like), may not be purchased or paid for with NYIT funds.

23. Time-off Benefits

23.1 Vacation

NYIT offers every regular, full-time employee paid vacation, and the rules for non-unionized employees are set forth below. The number of vacation days that you are eligible for is determined on a calendar-year basis and each full-time employee earns vacation on a pro rata basis throughout the year in accordance with his or her position
and years of full-time, continuous service. All requests for vacation time must be submitted on a timely basis to your supervisor, who will approve your request consistent with the operating needs of the department. Vacation days will only be approved for times when your absence will not place undue hardship on the operations of your department. Individual departments may have periods of peak activity in which no vacation time may be taken. In the event that NYIT closes for an end-of-year holiday break, all employees, commencing with the second year of employment, will be required to use their available, accrued vacation.

**Administrative Staff Employees**

If you are a non-professional administrative staff employee, the number of paid vacation days you may earn each year is as follows:

- One through three years of service: 10 vacation days
- Four through six years of service: 15 vacation days
- Seven through nine years of service: 20 vacation days
- Ten or more years of service: 22 vacation days

If your employment ends during the year, your final pay will include any earned/unused vacation days, based on the number of months worked in the current year. Vacation days used, but not yet earned, will be deducted from your final pay.

**Professional Staff Employees**

If you are a professional staff employee, you are eligible for 22 vacation days per calendar year. If your employment ends during the year, your final pay will include any earned/unused vacation days, based on the number of months worked in the current year. Vacation days used, but not yet earned, will be deducted from your final pay.

**Carry Over**

We encourage you to use your vacation time for its intended purpose, which is to provide you with periodic breaks from work. In the event you do not use all of your earned days, you may carry over up to five vacation days, provided such vacation is used no later than January 15th of the next year.

**Bonus Vacation Day**

If you are a regular, full-time non-professional administrative staff employee and do not use any sick leave for a consecutive six-month period, you are eligible for one bonus vacation day in addition to your regular vacation time. If, after six months, you have not used any sick time, you should send a memo to your supervisor requesting the bonus vacation day and including the dates of the eligibility period. You should also include the date on which you would like to take the bonus day, which must be taken within 90 days of the end of the eligibility period, so that your supervisor can approve the
date or suggest an alternative. When you take the bonus day, please be sure to mark your timesheet accordingly.

23.2 Holidays

All employees of the College who are not covered under a collective bargaining agreement are entitled to a number of holidays off with pay. The Office of Human Resources distributes the list of paid holidays each year. Copies of this list are available on the Office of Human Resource’s website. You are eligible for holiday pay if you are a regular, full-time employee and the holiday occurs after your date of hire. If you are covered under a collective bargaining agreement, you are paid for holidays in accordance with the terms of that agreement.

23.3 Personal Days

Regular, full-time employees are entitled to two personal days per calendar year, which may be taken for any reason. You may take one day between January 1st through June 30th and one day from July 1st through December 31st. During your first year of employment, if you began work between January 1st and June 30th, you are entitled to one personal day during the period from July 1st through December 31st, if you began work after July 1st, your personal days become available during the following calendar year. Your supervisor must approve personal days in advance, except in emergency situations. You cannot carry over personal days from one year to the next and you will not receive pay for unused personal days if your employment ends.

23.4 Birthday/Personal Day

Every regular, full-time non-professional administrative staff employee is eligible for one birthday/personal day per calendar year. New employees are only eligible for this day in the calendar year they are hired if their birthday falls after their hire date. You may take this day on your actual birthday or any other day, provided that you request and receive approval for the requested date from your supervisor. When you take the day, please be sure your timesheet is filled out accordingly. If you do not use the birthday/personal day during the calendar year, you will forfeit the day and will not be paid for it if your employment ends.

23.5 Sick Days

NYIT provides paid sick leave to all regular, full-time employees to ensure that absences due to illness do not result in loss of pay. You accrue sick time on a monthly basis, starting with the first month of regular, full-time employment. In your first year, you accrue one day of paid sick leave every other month; in subsequent years, you receive one paid sick day per month for each completed month of service. Part-time employees who work on the Manhattan campus earn sick leave in accordance with New York City law. You may carry unused sick days forward to the next calendar year. This enables you, should a serious medical problem arise, to receive full salary by using some or all of the sick time you have built up over the years.
Please remember that sick leave is only to be used for the employee’s own illness. The efficient operation of the College is predicated upon employees maintaining satisfactory attendance records, and the records of employees with frequent absences of short duration are reviewed carefully. Disciplinary action up to and including termination may be instituted for excessive absenteeism even though the employee has paid sick leave remaining.

If you are absent due to illness for more than seven consecutive calendar days, you are required to contact the Benefits unit of the Office of Human Resources, and they will coordinate the short-term disability claim application process for you. The Benefits personnel have the right to ask you to provide a doctor’s note, confirming the medical necessity of your absence, if your absences become frequent.

23.6 Jury Duty

The College encourages you to perform this important civic duty when summoned. If you receive a notice to report for jury duty, you should notify your supervisor immediately with a copy of the summons. It is your responsibility to arrange for any postponement, if eligible. NYIT will continue your regular pay during a period of jury duty for up to 10 working days. You are required to give NYIT any pay you receive from the court for jury service while you are receiving your regular pay. If your jury service lasts longer than 10 days, you will not receive pay from NYIT for this additional time but you may keep any court payments you receive. When your jury service is over, you will receive a written release from the court, indicating the days served. You must submit this notice to your supervisor as soon as you return to work.

23.7 Bereavement Leave

Regular, full-time employees are eligible for paid bereavement leave. You may take up to five days following the death of an immediate family member, defined for this purpose as a spouse, child, parent or sibling. You may take up to three days following the death of a grandparent or parent-in-law. Bereavement leave is granted on a per-occurrence basis. Your timesheet for the period should reflect that time was taken for this purpose.

23.8 Family and Medical Leave Act and Medical Leaves

The Family and Medical Leave Act (FMLA) of 1993 establishes guidelines for the mandatory granting of leave of absences from work for specific qualifying reasons and NYIT follows these federal guidelines. To be eligible for a leave under FMLA, you must be a regular, full-time employee for a minimum of 12 months and have worked at least 1,250 hours during the previous 12-month period. Your eligibility is calculated based on the date your leave begins. NYIT calculates eligibility for FMLA by using a rolling 12-month period measured backwards from the date that the FMLA would begin. NYIT provides a maximum of 12 weeks of unpaid leave per 12-month period for the following situations:

- Childbirth and/or care for a newborn (within the first 12 months of birth);
• Child care needs resulting from an adoption or foster care arrangement (within the first 12 months of the adoption or arrangement);

• Care for a spouse, child or parent who has a serious health condition;

• The eligible employee’s inability to perform essential job functions due to a serious health condition.

For this purpose, a serious health condition is one that involves inpatient care in a hospital, hospice or residential medical facility, or that requires continuing treatment by a health care provider. You are required to provide the Benefits unit of the Office of Human Resources with certification from the health care provider that you are needed to care for the family member, as well as an estimate of the leave time needed. In the case of your own illness, you must provide documentation from your health care provider stating that you are unable to perform the essential functions of your job as a result of the condition. Any leave you take to care for a newborn, adopted or foster child as described above must be taken all at once. If you take leave to care for a family member or for your own illness as described above, you may take the time on an intermittent or reduced-time basis, but only if the medical condition necessitates this type of schedule.

Eligible employees as outlined above are eligible to apply for up to 12 weeks of leave due to any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Eligible employees who are the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of active duty is eligible to apply for up to 26 weeks of leave in a single 12-month period to care for the service member.

This military caregiver leave is available during a “single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

You may use any accrued paid leave time (vacation or personal, or, in the case of the employee’s own illness, sick time) to provide you with pay during all or part of the 12-week leave period. You must file a written request with the Office of Human Resources in order to receive such pay during your period of absence. If your leave is due to pregnancy, childbirth or personal illness, you are required to file a claim for New York State Short-term Disability benefits (see Section 25.6), even if you are planning to use accrued paid leave time during the period of absence. In the case of leave for pregnancy, childbirth and personal illness, the 12 weeks includes the disability period and, if applicable, the leave period for newborn care.

You are required to contact the Benefits unit of the Office of Human Resources to request the required paperwork to apply for leave under FMLA. You will be required to complete a Request for a Family Medical Leave and a Certification of Health Care Provider form within 15 calendar days from when the forms are sent to you. You will then receive an Employer Response form which will outline if you are eligible for the leave,
what the requirements are for periodic updates and that you must contact the Benefits unit a minimum of two weeks prior to the end of the leave to confirm the date you are scheduled to return to work and provide appropriate documentation.

Under the Family and Medical Leave Act, NYIT is required to return you to your previous position, or to an equivalent position, when your leave period ends. If you do not return to work immediately upon the expiration of your leave, as agreed upon at the beginning of the period of absence, NYIT will be unable to hold your position open. NYIT will continue to provide your benefits in effect prior to the leave (i.e., medical, dental, life insurance and long-term disability) for the duration of any leave to which you are entitled under the FMLA.

In the case of your own illness, NYIT may grant at its discretion a medical leave longer than required by the FMLA, up to six months from the original date your leave begins, subject to continued medical certification of disability. NYIT will continue to provide your benefits throughout the leave period (up to six months), but there will be no guaranteed reinstatement past the period required by the FMLA. If you do not return to work prior to six months from the original date of your leave, your employment will end and your record will reflect that you voluntarily resigned your position.

If your leave is unpaid, pre-tax flexible spending contributions and retirement plan contributions will not continue (including NYIT’s contribution). If you use vacation/personal/sick time during your leave, the flexible spending and retirement plan contributions will continue while you are being paid by NYIT. In addition, sick time and vacation time accruals continue only if you are being paid by NYIT.

A copy of the Family and Medical Leave Act is on file with the Office of Human Resources and is available for your review.

Part-time employees who work in Manhattan earn sick leave (to care for themselves or family members) in accordance with New York City law.

23.9 Personal Leave of Absence

A regular, full-time employee may request a personal leave of absence (not related to the Family and Medical Leave Act) of up to 60 days. You are eligible to apply for this type of leave after one year of service. The leave may be unpaid or you may use accrued vacation time to provide you with pay for all or part of the leave period (accrued sick time cannot be used during a personal leave.) During a personal leave of absence, the College will continue to provide your benefits in effect prior to the leave (i.e., medical, dental, life insurance and long-term disability). If your leave is unpaid, pre-tax flexible spending contributions and retirement plan contributions will not continue (including NYIT’s contribution). If you use vacation time during your leave, the flexible spending and retirement plan contributions will continue while you are being paid by NYIT. In addition, sick time and vacation time accruals continue only if you are being paid by NYIT (see Section 24.8 for information regarding a leave of absence under the Family and Medical Leave Act).
You must make a written request for a personal leave of absence to your supervisor and forward a copy to the Benefits unit of the Office of Human Resources. This request must state the reason for the leave and the dates for which the leave is requested. NYIT reserves the right to require written substantiation of the conditions prompting the leave. During a personal leave of absence, an employee may not work elsewhere or accept a position outside of NYIT. This action would result in cancellation of your leave and could affect your continued employment with NYIT.

At the conclusion of an approved personal leave of absence, NYIT will attempt to reinstate you to your previous position, or to an equivalent one. If you do not return to work immediately upon the end of your leave period, as previously agreed upon, your employment will end and your record will reflect that you voluntarily resigned your position.

23.10 National Guard and Reserve Military Leave

NYIT provides unpaid leave time to regular employees who are called to National Guard or Reserve duty in accordance with all applicable state or federal laws. If you are called to National Guard or Reserve duty, you should provide a copy of the duty assignment to your supervisor immediately upon receipt. Excluding inactive weekend drill or annual training, upon completion of National Guard or Reserve duty, employees must apply for reinstatement in accordance with applicable state or federal laws in order to be reinstated with full seniority rights for the military time served.

24. Employee Benefits

The College offers all regular, full-time employees with a comprehensive benefits program. In addition to the paid and unpaid leave time described in Section 24, some of the other benefits include the following:

- Medical insurance;
- Dental insurance;
- Flexible spending accounts;
- Life insurance;
- Short-term disability insurance;
- Long-term disability insurance;
- Travel accident insurance;
- Retirement annuity;
- Group supplemental retirement annuity;
- Tuition remission;
• Tuition exchange;
• Service Awards.

These benefits are subject to termination or modification by NYIT at any time, without notice. The inclusion of a benefit on this list does not assure that it will be available to you for the duration of your employment.

24.1 Medical Insurance

All regular, full-time employees and their eligible dependents may choose to be covered under a medical insurance program. Your medical insurance coverage becomes active on the first day of the month following your first 60 days of employment. Eligible dependents may include your spouse or domestic partner (if the required documentation is provided), and children up to age 26 regardless of student or marital status, residence with the employee or financial dependence on the employee. In the case of medical insurance provided to domestic partners, the employee's salary will be grossed up to cover applicable tax liability. Certain other employees who meet the definition of full-time under the provisions of the Affordable Care Act and their eligible dependents can also choose to be covered under a medical insurance program. Eligible dependents under the Affordable Care Act only include children up to age 26 regardless of student or marital status, residence with the employee or financial dependence on the employee.

At the time of hire, eligible employees will be required to complete the necessary enrollment information in order to be covered. Information concerning available plans, provider directories, claim forms, or any other information concerning medical insurance is available by contacting the Benefits unit of the Office of Human Resources.

24.2 Dental Insurance

All regular, full-time employees and their eligible dependents may choose to be covered under a dental insurance program. Your dental insurance coverage becomes active on the first day of the month following the one-year anniversary of your employment. Eligible dependents may include your spouse or domestic partner (if the required documentation is provided), unmarried children up to age 19 and unmarried children ages 19-25 who are full-time students and dependent on you for financial support. You will be required to provide periodic proof of your child's full-time student status in order to continue his or her coverage.

The dental plan provides coverage for preventive, basic and major dental services, subject to deductibles, co-insurance and caps. As soon as you become eligible for dental insurance, you will automatically receive a plan description and claim forms from the Office of Human Resources. You may request additional information or forms from Human Resources at any time.

24.3 Waiver of Benefits Bonus

The College offers a waiver bonus program for all regular, full-time employees who would otherwise be eligible for the medical and/or medical and dental insurance plans but
who instead have coverage under another group insurance program. In order to decline coverage through NYIT, you must provide a copy of your identification card from your other insurance.

You are eligible for the waiver bonus on the first day of the month following your first 60 days of employment, and the bonus will be pro-rated for the remainder of your first year. If you are covered under NYIT’s medical and/or dental plans and acquire coverage from another source, for example, you marry and choose coverage under your spouse’s plan, you may waive NYIT’s coverage at the next annual enrollment period; you will begin receiving waiver bonuses at that time. Waiver bonuses are paid on a semi-monthly basis and are taxable.

24.4 Flexible Spending Accounts

Healthcare

The Healthcare Flexible Spending Account (FSA) program allows regular, full-time employees the opportunity to use pre-tax dollars to pay for certain un-reimbursed medical and dental expenses, certain over-the-counter items, vision and hearing expenses. You are eligible to participate in the FSA on the first day of the month following your first 60 days of employment.

To participate in the Healthcare FSA, you select a specific dollar amount to be deducted on a pre-tax basis (based on maximums set by the IRS) from each paycheck and deposited into your Healthcare FSA. You must enroll in the FSA during the annual enrollment period (new employees may enroll at the time of their employment). You may not change your payroll deduction until the next annual enrollment period, unless there is a life event change including marriage, birth or adoption of a child, divorce, death of a spouse, or child. Additional eligible life event changes include termination, commencement or a change of employment between full-time or part-time status by you or your spouse, child or eligible dependent; an unpaid leave of absence taken by you or your spouse; your spouse’s enrollment as a full-time student; or other events as determined by the IRS. Any funds remaining in your FSA at the end of a calendar year may be forfeited, so you should choose your payroll deduction amount carefully. You must re-enroll for FSA coverage during each annual enrollment period; the payroll deductions are not automatically carried over.

Dependent Care

The Dependent Care Flexible Spending Account (FSA) program allows regular, full-time employees the opportunity to use pre-tax dollars to pay for certain child care and adult care expenses incurred to allow you and your spouse to work. You are eligible to participate in the FSA on the first day of the month following your first 60 days of employment. To participate in the Dependent Care FSA, you select a specific dollar amount to be deducted on a pre-tax basis (based on maximums set by the IRS) from each paycheck and deposited into your FSA. You must enroll in the FSA during the annual enrollment period (new employees may enroll at the time of their employment).
You may not change your payroll deduction until the next annual enrollment period, unless there is a life event change as outlined in the above section regarding the health care account. Any funds remaining in your Dependent Care FSA at the end of the calendar year will be forfeited, so you should choose your payroll deduction amount carefully. You must re-enroll for FSA coverage during each annual enrollment period; the payroll deductions are not automatically carried over.

## 24.5 Life Insurance

All regular, full-time employees may choose to receive life insurance through NYIT at no cost. Your life insurance coverage becomes active on the first day of the month after you begin full-time employment. Your life insurance is valued at two times your regular annual base salary, up to a maximum of $100,000. Once you reach the age of 60, the value of your life insurance decreases eight percent per year to a minimum of $35,000. You must return all appropriate documentation promptly to ensure timely enrollment. In the case of death or dismemberment due to an accident, the value of the insurance benefit doubles. In accordance with IRS regulations, the cost of employer-provided life insurance valued in excess of $50,000 is considered a taxable fringe benefit and is considered part of your taxable income for the calendar year.

## 24.6 Short-term Disability Insurance

You are required to apply for short-term disability benefits if you become medically disabled and are unable to work for more than seven consecutive days due to a non-work related illness or injury (including maternity). The Office of Human Resources will assist you in filling out and processing the necessary forms.

If your claim is approved by NYIT’s insurance carrier, you will receive payments effective the eighth calendar day of your absence; the first seven days are considered a waiting period. The weekly short-term disability benefit is equal to 50 percent of your weekly base salary, up to a maximum of $170 per week, payable for up to 26 weeks per 52-week period. If you are being paid your full salary during a short-term disability period by using accrued sick time, NYIT will receive your disability payments from the insurance carrier. These payments will be converted into additional sick time for you, based on your daily rate of pay. This “converted” sick time will be available to you when you return to work. If you do not have sufficient accrued sick time to cover your disability period, or if you elect not to use accrued paid sick leave during this period, you will receive the benefit payments directly from the insurance carrier.

The physician who completes your disability insurance claim form is required to indicate your expected date of return to work. At the time you are ready to return to work, your physician is required to provide appropriate documentation.

## 24.7 Long-term Disability Insurance

All regular, full-time employees are eligible for coverage under NYIT’s long-term disability program. Your eligibility is effective on the first day of the month following the one-year anniversary of your employment. You must return all appropriate documentation promptly to ensure timely enrollment. A new employee may be eligible for
long-term disability benefits immediately if his or her most recent previous employer provided this coverage to him or her under an employer-sponsored long-term disability insurance plan. Written proof of this prior eligibility must be provided for consideration. If you are on a medical leave of absence covered under New York State short-term disability insurance for six months, you may apply for benefits under the long-term disability program. The Office of Human Resources will coordinate the claim application process. Upon approval for long-term disability benefits, you will be eligible for payments equal to a percentage of your monthly base salary up to a maximum of $10,000.

24.8 Travel Accident Insurance

NYIT provides accidental death and dismemberment insurance for full time employees who travel on NYIT business. Details can be obtained from the Benefits unit of the Office of Human Resources.

24.9 Worker’s Compensation

All NYIT employees are covered by worker’s compensation for illness, injury or death arising out of and in the course of employment. If you become ill or injured on the job and the illness or injury results in an absence from work in excess of seven calendar days, worker’s compensation may provide weekly benefits. Medical expenses resulting from an on-the-job illness or injury may also be covered. It is imperative that you report any on-the-job illnesses or injuries to the Office of Human Resources within three days of the incident, either in person or by telephone. Failure to do so may result in the forfeiture of worker’s compensation benefits. The Office of Human Resources is responsible for filing the worker’s compensation claim on your behalf.

24.10 Retirement Annuity

All regular, full-time employees may choose to participate in a Retirement Annuity (RA) through Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA-CREF). You are eligible to participate in this program on the first day of the month following the one-year anniversary of your employment. You must be at least 25 years old at that time to participate. However, a year of full-time service with any institution of higher education, research organization, or teaching hospital immediately preceding employment at NYIT will be counted for satisfying the one-year of service requirement.

To participate in the plan, you must contribute a minimum of three percent of your annual base salary on a pre-tax basis. The College will contribute seven percent of your base salary into the annuity account during the first seven years of employment if you contribute at least the minimum percentage. The College will contribute one additional percent for each year of your service after you have completed seven years of full-time employment, up to a maximum of 10 percent. All employee contributions are processed as payroll deductions on a pre-tax basis, thereby reducing your taxable income. The Retirement Annuity includes a loan feature that permits you to borrow money against your accumulated savings based on the maximum allowable by TIAA-CREF. In addition, employees age 65 and over may take a withdrawal from their accumulated savings, to
the extent permitted by law, however, you will be required to pay taxes on the amount withdrawn.

You may obtain additional details and enrollment materials from the Benefits unit of the Office of Human Resources.

24.11  Group Supplemental Retirement Annuity

All regular, full-time and part-time employees and adjunct faculty members may choose to participate in a Group Supplemental Retirement Annuity program (GSRA) through TIAA/CREF. You may join this program immediately upon your employment and may contribute a percentage of your base salary on a pre-tax basis. There is no employer contribution to the GSRA. GSRA participants are offered similar investment options as those participating in the Retirement Annuity (see Section 25.10). By participating in the GSRA, you can accumulate additional funds for retirement savings, over and above any savings accumulated in the retirement annuity. In addition, the GSRA includes a loan feature that permits you to borrow money against your accumulated retirement savings. You may obtain additional details and enrollment materials from the Office of Human Resources.

24.12  Tuition Remission

All regular, full-time United States-based employees are eligible for tuition remission for courses taken at NYIT that begin on or after their date of full-time hire.

In addition, spouses or domestic partners, parents, and dependent children are eligible for tuition remission. In order for a domestic partner to be eligible, appropriate documentation must be on file with the Office of Human Resources prior to the application for tuition remission. In order for a dependent child to be eligible for this benefit, the child must meet IRS dependent eligibility—the customary age for tuition remission eligibility for children is age 25 (once a child turns age 26, unless they are a dependent for tax purposes, they are no longer eligible). If a dependent child who applies for tuition remission is over the customary age for benefit plan eligibility as a dependent, the employee will need to provide proof of dependent status.

You can apply for tuition remission by filling out a form available on the Office of Human Resources online portal. Your coursework may not exceed two classes or six credits per term, whichever is higher (fall, spring, summer) for a total of 18 credits per academic year. In the final term prior to receiving a degree, you may make a one-time request for permission to take up to three classes or nine credits, whichever is higher. All applications for tuition remission must be submitted for approval a minimum of two weeks prior to the beginning of the term. Applications that are not submitted a minimum of two weeks prior to the beginning of the term will not be approved.

All recipients must meet current academic standards (Satisfactory Academic Progress, as defined in the NYIT Catalog) in order to continue to receive tuition remission. Graduate tuition remission for job-related courses (as confirmed by your supervisor) for the employee only will not be a taxable fringe benefit. However, non-job related courses for the employee and all graduate courses for family members is a
taxable fringe benefit and added to the employee's taxable income (in excess of the limit established by IRS regulations on a calendar year basis).

Fees will be covered by tuition remission. Extended education courses, NYIT College of Osteopathic Medicine courses, certificate programs (including credit-bearing programs) and pre-college programs are not eligible for tuition remission. Coursework must not interfere with regular duties, and the employee shall not take courses during scheduled hours of work or lunch hours.

Upon applying for tuition remission, all full- and part-time students are encouraged to complete a FAFSA application. In addition, all full-time undergraduate students are encouraged to file for the TAP award. Information on these financial aid programs is available from the Office of Financial Aid. Although employees are not required to complete the FAFSA or TAP applications, federal or private loans and grants may pay certain non-tuition expenses not covered by tuition remission. Other "tuition only" awards such as outside scholarships and grants, plus tuition remission cannot exceed the full cost of tuition; if it does, tuition remission will be reduced accordingly. Tuition remission awards will no longer be replaced in whole or in part by institutional scholarships. If an individual no longer qualifies for tuition remission, institutional scholarships may become available to the student.

If you have questions regarding financial aid programs, please contact the Office of Financial Aid. If you have any questions regarding eligibility for tuition remission, please contact the Benefits unit of the Office of Human Resources.

24.13 Continuation of Benefits

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 establishes guidelines under which NYIT offers an opportunity to continue medical and/or dental coverage, at a specific cost, to terminating employees and, in certain cases, their eligible dependents for a set period of time.

If you leave your employment via either resignation or termination (except in cases of gross misconduct), or if your coverage terminates due to a reduction in hours, and you are covered by NYIT's group medical and/or dental plans, you may choose to continue your coverage under COBRA. If you participated in the Healthcare Flexible Spending Account plan only (the Dependent Care Flexible Spending Account is not eligible for continuation under COBRA), you may elect to continue this plan under COBRA on an after-tax basis. Your spouse and dependent children may also elect to continue coverage under COBRA if you lose your coverage as a result of resignation, termination or reduction in hours (as outlined above). Other conditions under which your spouse or children may continue coverage include your death, a divorce, your eligibility for Medicare, and a dependent child ceasing to be covered under the plan. Domestic partners are not eligible for coverage continuation under COBRA. Benefits coverage under COBRA may be extended for a maximum of either 18 or 36 months, depending on the conditions under which regular coverage ended. For more specific information and rates, please contact the Office of Human Resources.
24.14 Retirement Benefits

Employees who leave their employment after 15 years of continuous full-time service and at an age making them eligible for Medicare (defined as “Retirees”) are eligible for certain retirement benefits, as described below.

Tuition Remission

Retirees (as defined above) are eligible for tuition remission, in accordance with the policies set forth in Section 25.12 above, except that retirees may attend classes full-time.

Retirement Bonus

Retirees (as defined above) who are non-professional administrative staff are entitled to a retirement bonus of $100 for every full year of service up to a maximum of $2,000.

Unused Sick Time

Retirees (as defined above) who have twenty or more years of continuous full-time service will be paid for ½ of their accrued unused sick leave, up to a maximum of 45 days.

Medical Plan Subsidy

Retirees (as defined above) who were hired prior to September 1, 2013, are entitled to reimbursement for the cost of a Medicare Supplement medical plan, Medicare Part D prescription drug plan, and/or other medical insurance for a period of up to ten (10) years from the date of retirement, with a maximum payment of $3,000 per year ($250 per month). This subsidy is available to purchase a program for the Retiree as well as spouses and/or eligible dependents. No employees hired after September 1, 2013 are eligible for this Retiree subsidy program.

24.15 Termination of Benefits upon Employee’s Death

If you should die while actively employed by NYIT, medical and/or medical and dental insurance coverage for your dependents will be extended for a six-month period following your death. This coverage, which will be provided at no cost, will end on the last day of the month of the six-month anniversary of your death. At the conclusion of this six-month period, your dependents will be offered the option to continue their benefits under COBRA.

24.16 Tuition Exchange

NYIT participates in the Tuition Exchange program, which provides the opportunity for dependents of eligible employees to apply for tuition exchange scholarships at other participating colleges and universities. Scholarships are provided for undergraduate, bachelor degree programs only. Eligible employees are considered regular, full-time
employees with a minimum of two years of service with NYIT. The number of scholarships available to dependents of NYIT employees will vary each year and all eligible employees will be notified annually of the number of scholarships that are offered.

### 24.17 Service Awards

Longevity bonuses recognize the long-term commitment, contribution and dedication of support staff that complete 10, 15 or 20 years of full-time continuous service. Excluded are professional employees and/or employees who are in a supervisory position. These bonuses are awarded once a year to eligible employees who have completed one of these service anniversaries during that calendar year. Eligible employees who have completed 10 or 15 years of full-time continuous service will receive a $500 bonus; eligible employees who have completed 20 years of full-time continuous service will receive a $1,000 bonus. All awards are subject to normal tax withholding. For the purposes of the longevity bonus, service must be continuous. If you have any questions about how your years of service are being calculated, please contact the Office of Human Resources.

### 25. Travel & Entertainment Policy

#### 25.1 General

NYIT’s policy is to reimburse employees for necessary, reasonable and authorized travel and entertainment expenses incurred for approved NYIT business, subject to applicable tax laws. This policy applies to all travel and entertainment by NYIT employees, provided that expenses incurred in connection with grants or sponsored projects will be governed by the terms of the applicable award where inconsistent with this policy.

#### 25.2 Local Travel and Entertainment

##### 25.2.1 Local Transportation

**Off-Campus Meetings**

Travel to off-campus meetings in the New York metropolitan area for NYIT business will be reimbursed, provided that employees are expected to use the most economical mode of transportation available. If the employee uses his or her personal automobile, the cost of the trip will be determined using the IRS Standard Mileage Rate allowance plus tolls and parking. Where it is more economical, the employee is expected to use public transportation. For off-campus meetings in Manhattan, employees are expected to use bus or subway rather than taxis whenever reasonably possible.

Commutation from the employee’s home to the office is not reimbursable.

**Travel Between Campuses**
NYIT will reimburse employees for travel expenses incurred in connection with authorized, business-related travel between the employee’s home or principal campus and another NYIT campus, provided that there will be no reimbursement for Vice Presidents, Deans and other employees who are expected to work regularly at more than one campus. Employees will be expected to use the most economic transportation available.

For travel by public transportation, NYIT will reimburse the employee for basic public transportation where available, i.e. railroad, subway and bus. Taxi and car service expenses will only be reimbursed if no public transportation is available.

For travel by automobile (only reimbursable if the cost is less than the cost of public transportation), the cost of the trip will be determined using the IRS Standard Mileage Rate allowance plus tolls and parking. For this calculation, the approved one-way distances between the New York campuses are: Old Westbury to/from Central Islip - 26 miles; Old Westbury to/from Manhattan - 27 miles; Central Islip to/from Manhattan - 48 miles. If traveling from home, only the miles in excess of your normal commute will be reimbursed. Parking discounts are available at various garages near the MA campus; therefore the maximum parking reimbursement is $16.00.

25.2.2 Local Meals and Entertainment

Meals with non-NYIT individuals will be reimbursed if they are necessary and customary for the purpose of furthering NYIT business, either in connection with a meeting or to provide hospitality. Expenses for such meals should be kept to a reasonable level and not be lavish or extravagant. The names, titles and affiliations of those in attendance at the function must be indicated on the Expense Report along with the statement of business purpose. In addition, a detailed restaurant invoice must accompany the Expense Report.

In cases where NYIT employees meet over a meal when they are not traveling, the cost of the meal is not reimbursable unless there is a clear and compelling business reason to meet over a meal. Generally, this requirement is met when it is not possible for the employees to meet during other working hours, and the purpose of the meeting is to conduct business in accordance with a formal agenda. Such business meals should be infrequent and should generally be served at the meeting site. IRS regulations do not allow for the reimbursement of meal charges incurred by employees who are not traveling away from home (i.e., their travel does not require an overnight stay) unless the above criterion is met and there is a clear benefit to the institution.

Alcoholic beverages consumed during business meals involving only faculty or staff will not be reimbursed. However, entertainment and business meetings conducted by senior administration (President, Vice Presidents and Deans) may include alcoholic beverages as long as a business purpose is provided. Reimbursement of alcoholic beverages may be allowed in conjunction with official NYIT business entertainment and hospitality for non-NYIT individuals.
Expenses associated with seasonal gatherings, birthday/wedding/baby celebrations, sympathy, illness, employee departures and social gatherings are considered to be personal in nature and will not be reimbursed or paid utilizing NYIT funds. NYIT funds may also not be used for gifts or for making donations to any outside agency/institution or other group.

25.3 Non-Local Travel and Entertainment

Travel outside of the New York metropolitan area (“non-local travel”) by the President’s direct reports must be authorized by the President. For other staff employees, non-local travel must be authorized by the responsible Vice President. For faculty and administrators working within a school or program, 1) non-local domestic travel must be authorized by the Dean, and 2) international travel must be authorized by both the Dean and the Vice President of Academic Affairs. All authorizations must be in writing.

25.3.1 Advances

Advances are available for business travel when they are properly approved and requested in a reasonable time frame (no more than 45 days), prior to the commencement of travel. Advances should be requested only when absolutely necessary and must be settled prior to obtaining a new advance. Travel advances cannot exceed the estimated reimbursable cost of the trip. Travel advances must be requested and approved via the Request for Travel Advance Form. Upon approval, the approver’s office enters a travel advance requisition into the Oracle financial system. Additionally, a copy of the Request for Travel Advance Form must accompany the expense report for the trip.

Advances must be settled within 30 days of completion of the trip (i.e. expense report for the trip must be completed with the travel advance being deducted from the total expenses). If actual costs exceed the advance, the traveler will be issued a check for the difference. If the actual costs are less than the advance, the traveler will remit the difference, by check, to NYIT along with the completed travel voucher. The Internal Revenue Service requires that travel expenses for which an advance has been received or which has been directly paid for by the employer must be substantiated within a reasonable timeframe after the expenses are incurred. If an advance is not settled within a reasonable time after the completion of the trip, the amount will be included on the employee’s W-2 form and be treated as compensation, thus increasing the employee’s taxable income.

25.3.2 Non-local Transportation

General Rules

Employees are expected to use the most economical mode of transportation available, consistent with the authorized purpose and business practicalities of the trip. Employees are strongly encouraged to make travel arrangements at the earliest possible date, in order to achieve the lowest possible cost. Rental or employee-owned vehicles
and taxis should be used only if other means of transportation are unavailable, more costly, impractical, or if the time saved is advantageous to conducting business.

Employees are encouraged to combine NYIT travel with other business so that travel expenses can be shared with other organizations and are responsible for seeking reimbursement for expenses payable by others. In no case may the reimbursement to the employee from all sources exceed the total expenses incurred.

All business travel arrangements involving air, hotel, or car rental reservations should be made through NYIT’s preferred vendors, and preferably billed directly to NYIT’s Purchasing department by the travel agency or vendor. If a vendor other than a preferred vendor is used, or if the employee pays for his or her fare directly, then the employee is responsible for submitting evidence that the rates received were comparable, or lowest available.

Air Travel

Coach/Economy class accommodations must be used for all flights, except where business class is authorized by the President or the responsible Vice President. Purchase of full fare economy tickets for purposes of upgrading to a higher class when cheaper tickets are available is not permitted. Exchanging tickets, downgrading classes, or making other arrangements with an-NYIT provided airline ticket for personal benefit is prohibited. Reward program benefits offered by airlines are the property of the employee, and may be used by the employee for his or her own personal use.

All unused tickets must be returned as soon as possible to the Purchasing Department. Reimbursement for any “out-of pocket” add-on-fees, due to justified flight changes made by the employee, requires a receipt and all related documentation. If a penalty occurs because it is necessary to change the ticket due to the employee’s work schedule, the employee may be reimbursed for the penalty.

If travel is to be paid for by a U.S. Government grant or contract, U.S. flag air carriers should be used to the maximum extent possible. This requirement should not be influenced by factors of cost, convenience or personal travel preference.

Rail/Bus

Reimbursement for rail or bus may not exceed the total reimbursable cost of air transportation for a similar trip.

Private Automobile

NYIT will pay the current Internal Revenue Service rate-per-mile for business travel by private automobile, based on the actual driving distance by the most direct route. The standard mileage allowance is in lieu of all actual automobile expenses such as fuel and lubrication, towing charges, physical damage to the vehicle, repairs, tires, depreciation, insurance etc.
Tolls and parking fees incurred in the course of business travel will also be reimbursed. No reimbursement will be made for traffic fines, parking tickets, or for damages incurred to an employee’s car. When using a personal vehicle for business purposes, the employee is responsible for carrying adequate liability insurance, including not less than $100,000/$300,000 bodily injury and $25,000 property damage.

When use of a personal automobile has been authorized and is used in travel for which air is generally most appropriate, reimbursement may not exceed the allowable cost that would have been incurred had travel been by air. Because private automobile reimbursement is to reimburse the owner for use of the car, mileage and related expenses are payable to only one of the two or more persons traveling together in the same vehicle.

**Auto Rental**

If NYIT business requires an employee to travel more than 15 miles in a city outside the New York metropolitan area, other than the one in which he/she lives, a rental car may be authorized. Compact-size cars are the standard level of vehicle to be rented. Tolls and parking fees incurred in the course of business travel will also be reimbursed. No reimbursement will be made for traffic fines or parking tickets incurred.

Each user of a rental car should inspect it for signs of physical damage before accepting the vehicle. Any damage incurred to a rented vehicle should be reported to the car rental agency immediately. For insurance purposes, employees are requested to include NYIT as an additional insured party on car rental agreements. Since NYIT’s insurance policy provides coverage in excess of the rental agencies’, travelers should not buy and will not be reimbursed for extra insurance from a car rental agency (such as “buy-back” deductible for comprehensive and collision), except when the individual is traveling to foreign countries where it is mandatory. All coverage mandated by the foreign country/locality must be purchased and must be equal to $10,000. If the mandatory coverage is a minimum of $5,000, the individual must purchase an additional $5,000 so that the total is $10,000.

**Taxis**

Reimbursement for taxis will be provided where an auto rental is not practical or economical.

**25.3.3 Hotel Accommodations**

Employees are expected to stay at middle-market hotels, subject to the region in which they are traveling and the discretion of the President or responsible Vice President. Guaranteed charges will be reimbursed if emergency travel circumstances require cancellation of hotel reservations after the stipulated time. An employee traveling under 150 miles round trip from his/her home within one day is not authorized to stay overnight in a hotel, unless the employee feels incapable of driving. Lodging expenses must be submitted on the original itemized statement furnished by the hotel, including the final settlement. If lodging expenses are paid by the employee online, then documentation from the hotel detailing the lodging expenses and the amount charged to the employee’s
credit card must be submitted with the expense report. Credit card statements and/or receipts will not be accepted as justification for reimbursement.

Actual costs of necessary business telephone calls, faxes and Internet charges are allowable. Telephone costs must be itemized by business purpose and name of person called. Excessive telephone expenses will be considered an employee’s personal expense. Due to the cost charged by hotels for telephone calls, it is recommended that employees use a calling card or a cell phone when making all telephone calls. Employees traveling internationally should consult with IT about obtaining a loaner cell phone with international service.

25.3.4 Meals and Incidentals

NYIT will reimburse the reasonable cost of meals for overnight travel. Receipts must be submitted.

Meals with non-NYIT individuals while traveling will be reimbursed if they are necessary and customary for the purpose of furthering NYIT business, either in connection with a meeting or to provide hospitality. Expenses for such meals should be kept to a reasonable level and not be lavish or extravagant. The names, titles and affiliations of those in attendance must be indicated on the Expense Report along with the statement of business purpose, and a detailed restaurant invoice must be attached.

Whether dining alone or with others, meal expenses must be kept to a reasonable level. If the employee has any question about whether an expense will be deemed reasonable, the Employee should seek preapproval from the supervisor who signs the Employee’s expense reports.

Alcoholic beverages consumed during meals involving only faculty or staff will not be reimbursed. However, entertainment and business meetings conducted by senior administration (President, Vice Presidents and Deans) may include alcoholic beverages as long as a business purpose is provided. Reimbursement of alcoholic beverages may be allowed in conjunction with official NYIT business entertainment and hospitality for non-NYIT individuals.

25.3.5 Miscellaneous Charges

Miscellaneous business-related travel expenses (e.g. local transportation, customary gratuities, landing taxes, charges relating to purchase or surrender of foreign exchange etc.), accompanied by proper documentation, will be reimbursed to the employee. Dry cleaning and/or laundry expenses will be reimbursed for business trips in excess of four business days with the submission of proper documentation. In general, miscellaneous personal costs incurred during business travel are not reimbursable. This includes sporting, cultural, leisure and other such pursuits or activities.

25.3.6 Conference Fees
When the travel expenses are related to attendance at conferences or seminars, a copy of the program brochure must be attached to the Expense Report. The program must identify the dates of the conference as well as the details on what the conference fee covers. If the fee was paid previously through Accounts Payable, indicate the purchase order number on the conference program. If a copy of the program is unavailable, attach a detailed description of the conference, including the dates, the name and address of the organization that sponsors the conference, the location, and details of what the conference fee entitled the attendee to receive.

25.3.7 Combining Business & Personal Travel

If, for reasons other than NYIT business, an indirect route is traveled or travel by a direct route is interrupted, reimbursement for air fare will be at either the actual charge or the charge that would have been incurred by traveling the direct route by the most economical means, whichever is less. The personal portion of the cost of a rental car must be subtracted from the total rental bill before the bill is submitted for reimbursement. The personal portion is defined as the difference between the actual cost and the cost that would have been incurred had the car been rented only for business purposes.

In general, the expenses of an employee’s spouse, family or others accompanying the business traveler are not reimbursable. Internal Revenue Service regulations state that when a spouse or other person attends a meeting or conference and has no significant role or performs only incidental duties of a clerical, secretarial or medical nature, the attendance does not constitute a business purpose.

25.4 Expense Reporting

The Expense Report form is available online at http://intranet.nyit.edu/hr/ under forms (Travel and Entertainment Expense Report). The employee who incurred the expenses must sign and submit the Expense Report to his/her approver within 30 days of the date the expenses were incurred.

Expenses incurred by the President and by any members of the Board of Trustees, are reviewed and approved by the Internal Audit Director. In all other cases, the Expense Report must be reviewed and approved as follows: (1) by the President, where the expense is incurred by an employee who reports directly to the President; (2) by the responsible Vice President, where the expense is incurred by an employee who works in a department other than Academic Affairs or Health Sciences & Medical Affairs; (3) by the responsible Dean, where the expense is incurred by a faculty member or administrator working within a school or program; and (4) by the responsible Vice President for Academic Affairs or Health Sciences & Medical Affairs, where the expense is incurred by a Dean, or other employee who reports directly to that Vice President.

Properly completed and approved Expense Reports for trips to a NYIT campus or site abroad must be submitted to the Office of Global Academic Programs located in Tower House on the Old Westbury campus.
Properly completed and approved Expense Reports for trips to other locations abroad or within the United States, must be submitted to the Office of Financial Planning located in Gerry House on the Old Westbury campus.

The Manager, Budgets must receive the Expense Reports within 60 days of the date the expenses were incurred. For reports submitted more than 60 days after the end of the trip on which the expenses are incurred, documentation of the reason for the delay must be provided. Reimbursement on late reports will be subject to the availability of funds and the department responsible for funding the expenses will have the discretion of denying reimbursement. Under no circumstances will NYIT reimburse an employee for expenses whose associated Expense Report and related documentation are not received by the Manager, Budgets within 90 days of the date the expenses were incurred. Individuals must sign their own names on Expense Reports; they cannot have others sign for them. No employee may approve expenses for himself/herself, or for an individual to whom he or she reports. The employee is responsible for the accuracy and completeness of the Expense Report, and for providing all necessary supporting receipts.

All required documentation must be submitted to the Manager, Budgets before reimbursement can be processed. Dated, original, unaltered receipts or invoices for expenses must be submitted as back-up to a properly completed Expense Report. Receipts should be attached to an 8 ½ x 11 sheet of paper and sorted in day order. Credit card payment forms are not considered to be itemized receipts for meals, transportation tickets, lodging and car rental. Where expenses are being shared with external organizations, a duplicate copy of the receipts will suffice if a detailed explanation of who is paying the balance of the expenses is provided. In all other cases, the following original documentation is required: all pertinent invoices; passenger copies of air, rail, and non-local bus tickets (receipts for subways and local bus transportation are not required); car rental agreements or invoices, adjusted to deduct expenses for the personal use of the vehicle and any non-reimbursable insurance; lodging bills detailing all charges; a copy of the conference announcement that details the registration fee and what the fee includes; and original receipts or invoices for other expenses.

Expenses incurred in a foreign currency must be converted to U.S. Dollars for reimbursement. The following additional information is required for each receipt: date of payment; description of expense (hotel, airfare, toll, etc.); amount in the foreign currency and the U.S. dollar equivalent amount; rate of exchange and source of rate of exchange (i.e. www.fxtop.com, www.xe.com, wall street journal etc.).

In the event a receipt is lost, the employee must seek a duplicate of receipt from the billing agency. In those rare cases when all attempts have failed to yield an acceptable receipt, a brief memorandum attached to the Expense Report may be accepted in lieu of a receipt. The memorandum, signed by the person incurring the expense and the person approving the expense, must state that no receipt or canceled check is available; the expense was on behalf of NYIT; the item and amount of the expense are accurate; and no other reimbursement of expense has been or will be sought or accepted from any other source. NYIT is not obligated to reimburse employees.
who do not submit their Expense Reports, and necessary documentary backup, in a timely fashion.

The senior manager authorizing an expense is responsible for determining its justification and ensuring that the cost is within budget, and for ensuring that expense reports are compliant with this travel and entertainment policy. All incomplete or otherwise non-compliant expense reports submitted to the Office of Financial Planning or Office of Global Academic Programs shall be returned to the appropriate senior manager who will be responsible for supervising completion of an expense report that is complete and compliant with this policy.

It is the responsibility of each employee to understand and comply with this policy prior to submitting expenses for payment. Any questions or guidance should be directed to the employee’s supervisor. Periodic audits of expense reports will be conducted by internal audit to ensure ongoing compliance with this policy. Non-compliance with the policy may be grounds for disciplinary action. The act of signing an expense report form is a representation that the expenditures incurred are in accordance with this policy.

26. Ending Your Employment

As mentioned elsewhere in this handbook, in the absence of a written employment contract signed by an authorized representative of NYIT, all employment relationships with NYIT are on an at-will basis. Should an employee wish to resign from NYIT, or should NYIT desire to end the employment relationship, both the employee and NYIT are free to terminate the relationship at any time, for any or no reason.

26.1 Resignation

There may come a time when you wish to voluntarily resign your position at NYIT. There is a specific procedure in place that you must follow in order to leave NYIT with your employment in good standing, an important factor if you decide to reapply for a position here in the future. You must provide a signed letter of resignation, including the effective date of your resignation, to your supervisor, with a copy to the Office of Human Resources. This letter should include the effective date of your resignation (the last day you will work), which must be a minimum of two weeks after the date of your letter. Upon receiving your letter, the Office of Human Resources will forward a separation clearance form to your supervisor. This must be returned to the Office of Human Resources on or about your last day of employment.

You must return any NYIT property, including keys, library books, communication equipment and identification cards, to the location indicated on the separation clearance form. In addition, you should be sure all of your timesheets have been submitted to the Payroll department so that your unused vacation time can be properly calculated. You will receive pay for any unused, accrued vacation time. Other types of accrued paid leave, including personal time, are not payable upon resignation.

26.2 Position Elimination
If your position is eliminated caused by (but not limited to) the elimination of a job function, the closing of a department, or NYIT’s financial needs, you will be considered for other employment at NYIT if a position exists for which you are qualified. If no appropriate vacancy exists at that time and your employment is terminated as a result, you will be eligible for severance pay equal to one week’s pay for each year of regular, continuous, full-time employment completed, up to a maximum of 12 weeks’ pay. You will also receive pay for any unused, accrued vacation time.

If you have completed more than 20 years of full-time continuous service and are an age making you eligible for Medicare, you will be paid for one-half of any unused sick time, up to a maximum of 45 days. Other types of accrued paid leave time, including personal time, are not payable upon separation. You must return any NYIT property, as determined by the separation clearance form, immediately upon your separation.

26.3 Termination

If your employment is terminated by NYIT for any reason other than an elimination of your position, you will receive pay for any unused, accrued vacation time. Other types of accrued paid leave time, including personal time, are not payable upon separation. You must return any NYIT property, as determined by the separation clearance form, immediately upon your separation.