

# **NATIONAL RADIO ASTRONOMY OBSERVATORY**

## **Document Information List**

Dear NRAO NINE Participant:

Please review the following policy documents:

- Computing Use Policy
- Social Media Policy
- Intellectual Property Policy
- Equal Employment Opportunity, Non-Discrimination and Harassment Statement
- Affirmative Action Plan, Veteran Non-Discrimination Statement
- Drug-Free Workplace Policy

Next, please acknowledge receipt and understanding of these policies by signing below, and returning this page to [odi@nrao.edu](mailto:odi@nrao.edu).

**I have read and understand the above listed policy documents and have signed required forms.**

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**Signature**

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**Date**



## **NRAO COMPUTING USE POLICY**

### **FOREWORD**

The computing facilities at the NRAO are the property of the United States government. They must be used in accordance with the NRAO/AUI policies on the use of government property and on appropriate conduct in the workplace, and in accordance with all relevant laws, licensing and copyright agreements, and contractual obligations.

The framework of responsible, considerate, and ethical behavior expected by the NRAO extends to the use of its computing and communications facilities, including the use of networks to which the NRAO provides computer access.

All users have access to shared resources and must recognize that their computing practices can adversely affect others. The NRAO computing facilities also provide access to resources at other institutes, and the ability to communicate with other computer users worldwide. Such access requires individual users to act responsibly and to respect the rights of other users and the integrity of computing facilities and related resources at the NRAO and elsewhere.

Users should also recognize that the content of email, of messages posted to news groups or mailing lists, and of web pages hosted on the NRAO computer facilities can all be identified as originating from the NRAO and may therefore be perceived as representing the Observatory. It is therefore necessary to apply appropriate standards of courtesy and relevance to the NRAO mission in all such communications. Except for authorized Observatory business, NRAO computing resources must not be used to communicate with government officials, with representatives of political parties, or with political action groups.

### **USE POLICY**

NRAO's computing and network facilities shall be used for official and authorized purposes only, and in particular may not be used for commercial purposes or financial gain.

Authorized purposes include occasional personal communications from your workplace, when such communications:

- do not adversely affect your own performance of official duties or that of other authorized users;
- are of short duration, and whenever possible made outside of working hours or during scheduled breaks;
- do not incur long distance tolls or other usage fees.

The following are examples of acceptable personal use of computing resources:

- use of computers to enhance professional competency;
- limited personal use of the Internet (e.g. to read news communications, to conduct brief searches, etc.);
- limited personal use of computer printers for such purposes, when such use is non-profit-making.

Any activity at an NRAO computer facility which knowingly prevents or inhibits other users from doing their authorized work at the NRAO or elsewhere is considered misuse and may be cause for disciplinary action.

## **PRIVACY AND SECURITY**

Users are responsible for maintaining secure passwords for accounts to which they have authorized access, and for taking precautions against others obtaining unauthorized access to their accounts.

Users must not monitor or tamper with another user's electronic communications, or change or delete files in any personal account, other than their own, without prior permission.

Any files that should remain confidential must be protected. No user should attempt to read another user's email or other protected files. However, the U.S. government has the right to access all files on computing facilities that it owns, and NRAO system administrators may need to access users' files under some circumstances. Users must therefore understand that absolute privacy cannot be guaranteed for any file on any NRAO computer.

Users should also respect the privacy of other users' unprotected files. Unless files are contained in areas clearly identified for common use, the privacy accorded to them should resemble that normally given to material on or in a user's desk.

## **ACCESS CONTROL**

Only authorized system administrators shall create accounts, or otherwise grant access to NRAO computer facilities by any user.

Users must not attempt unauthorized access of computing facilities outside of the NRAO using the NRAO computers or communications facilities.

## **TERMINATION OF COMPUTING ACCOUNTS**

If an employee's service is terminated for cause, their computing account(s) will be disabled immediately.

Retired or terminating employees may retain their computing accounts if they continue to perform services on behalf of the Observatory.

Otherwise, the accounts of terminating employees will normally be disabled after one month; any exceptions to this policy must be approved by the head of computing at the employee's work site and should be reviewed at intervals of not more than six months. Retired employees who do not perform services on behalf of the Observatory may be allowed a grace period of up to one year before their accounts are disabled, provided they continue to observe the computing use policy in all respects.

## 2.17 Social Media

At the NRAO, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. As social media has blurred the lines between personal and workplace communication, NRAO has established the following guidelines for its use by NRAO employees.

### 2.17.1 General

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the NRAO, as well as any other form of electronic communication. Ultimately, the individual is solely responsible for what she/he posts online. Before creating online content, please be mindful of your responsibilities as an NRAO employee and that only the Education and Public Outreach Department operates NRAO's "official" social media activities for the public on Facebook, Twitter, YouTube, Vimeo, Google+, and potentially other sites in the future.

### 2.17.2 Know and follow the rules

Understand your responsibilities under NRAO policies:

- [Computing Policy](#)
- Code of Ethics and Standards of Conduct (Section 2.13)
- Non-Discrimination & Harassment Policy (Section 2.12)
- Workplace Bullying (Section 2.14)

Maintain the confidentiality of NRAO's trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications without prior approval by NRAO.

When expressing your personal opinions, do not represent yourself as a spokesperson for NRAO. If the NRAO is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of NRAO, colleagues, customers, suppliers or people working on behalf of NRAO. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of NRAO."

### Be respectful

Always be respectful to colleagues, customers, stakeholders, suppliers or people who work on behalf of NRAO. It is always best to resolve work-related complaints by speaking directly with your co-workers (or by contacting Human Resources and/or an Ombuds Representative) rather than by posting complaints to a social media outlet.

### Be factual

Make sure you are factual when posting or sharing information or news; if you make a mistake, correct it quickly. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any business sensitive or personal information about NRAO, colleagues,

customers, suppliers, and people working on behalf of NRAO or its competitors. Finally, do not represent yourself as a spokesperson for NRAO unless you are duly authorized to do so.

**Be aware of your privacy setting and sharing settings**

Posts to some social media sites, such as Facebook, can be public and seen by the world, even web users who are not Facebook subscribers, if post and share settings are not tuned for privacy. These settings can change sporadically after an app update or friends management. Therefore, be advised that posts you make about NRAO-related content, even tangential, may be seen and used by strangers or those who are researching NRAO for their own purposes, if those settings are not monitored per post.

**2.17.3 Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager and is consistent with the Acceptable Use Policy. Do not use an NRAO email addresses to register on social networks, blogs or other online tools utilized for personal use.

**2.17.4 For more information**

If you have questions or need further guidance, please contact your HR representative or the Assistant Director of EPO.

**Replacing: AUI Organization & Policy Manual, Section III, Administrative Policies, 4. Patents****Intellectual Property**

As a result of employment and because employees are provided opportunities and occasions to develop new inventions and creative works, each employee is required to execute an Employee Intellectual Property Agreement that reflects the provisions of the AUI contractual agreements with its funding agencies as well as with the AUI Patent Policy adopted on March 12, 1987. In the absence of a signed Employee Intellectual Property Agreement (EIPA) the employee's responsibility shall not be reduced under this policy on intellectual property (IP policy). Copies of this IP policy shall be made available to employees at the time they are requested to sign the EIPA.

The provisions of this IP policy apply to all intellectual property that were created, conceived or first reduced to practice in the course of employment at an AUI Research Center after November 8, 1984. This Policy covers inventions, patents, trade secrets, copyrights, mask works and trademarks created or otherwise made by all employees of AUI.

**a. Invention Disclosure**

1. Any employee of AUI in the course of his or her employment with AUI that conceives, reduces to practice or otherwise makes an invention agrees to promptly file an Invention Disclosure Form (IDF) with AUI (or its designee), and to do so at least 30 days prior to public disclosure. The IDF must contain sufficient detail such that one or more defensible patent applications for the invention can be prepared and filed.
  - a. The IDF creates a record of an invention, but does not establish its patentability. Contents of an IDF are considered confidential and privileged, and, should not be disclosed to third-parties without the consent of the inventor(s) or the consent of AUI (or its designee).
2. When public disclosure is needed within the 30 day period, the employee may request a fast-track IDF with AUI (or its designee), which, if approved, grants the employee permission to publicly disclose the invention after the date provided in the approved fast-track request.

**b. Research Sponsor**

1. AUI must disclose each invention to the federal sponsoring agency within two months using the Record of Invention after receiving an IDF from the inventor(s). The inventor(s) agree(s) to do all things that are necessary to enable AUI to fulfill its obligations to any person, corporation, or other agency sponsoring the particular research projects.
2. Any additional contractual provisions shall prevail, under which the work is being conducted, which require a different time frame for reporting inventions to a funding sponsor, or, which retain title to the invention, so long as these contractual provisions do not conflict with established AUI or NSF rules and agreements.

**c. Intellectual Property Ownership**

1. Under the provisions of *P.L. 96-517* as amended by *P.L. 98-620*, AUI owns title to and/or has the right to take title to all inventions conceived or first reduced to practice, including actually reduced to practice, and to all creative works for hire otherwise made by AUI employees in the conduct of their employment.

a. *“Conduct of their employment” shall mean:*

- i. *the invention or creative work relates to the employee’s responsibilities while at AUI;*
  - ii. *the invention or creative work relates to one or more AUI projects on which the employee has performed activities or otherwise been involved or exposed;*
  - iii. *the invention or creative work was made using more than de minimis AUI resources.*
- a. *For the avoidance of doubt, de minimis shall mean solely telephone or solely Internet access on a computer, and not involving significant employee time and/or use of AUI equipment other than a telephone or computer for Internet access.*

- 2. This right of AUI is reflected in the “Patent Rights” and “Copyrightable Material” clauses implementing these statutes included in AUI’s contractual agreements. These clauses may be found in the NSF Financial & Administrative Terms and Conditions (FATC).
- 3. Inventions and creative works made by employees on their own time that are unrelated to the employee’s past and present responsibilities or activities at AUI, and without the use of AUI or sponsoring agency resources shall not be subject to claims by AUI.
- 4. Inventions and creative works made prior to AUI employment may be listed on the EIPA Supplemental for specific exclusion under this policy, provided all previous work was not performed using AUI resources or sponsoring agency resources related to AUI.

**d. Patent Prosecution**

- 1. The Inventor(s) agree(s) to promptly supply all information that may be later requested by AUI (or its designee) for the purpose of prosecuting patent applications thereon, and to act in good faith and for the benefit of AUI in support of the enforcement of AUI’s patent rights to such invention. All expenses of filing such assignments, prosecuting such patent applications, and procuring such patents shall not be the responsibility of the inventor(s). AUI reserves the right to abandon the prosecution of any patent application.

**e. Determination to Apply for Patent(s)**

- 1. AUI will determine whether to take title of any invention reported, and, if it decides to take title, AUI will provide resources to attempt to obtain patent coverage and to license the invention. If AUI takes title, the inventor(s) agree(s) to cooperate fully and in good faith to assist AUI in preparing and prosecuting, and enforcing one or more patent applications for protection of the invention.
  - a. If AUI does not take title to an invention to which it is entitled under the terms of a contract with the U.S. Government, title normally remains with the U.S. Government. If the Government has title, the inventor(s) will cooperate and assist AUI and the Government in preparing and prosecuting a patent application or other application for protection of the invention.
  - b. If AUI does not take title and the sponsoring US Government agency does not choose to obtain patent or other protection, AUI will notify the inventor(s) who may, at their discretion, petition the agency for a waiver of Government rights. Before the agency will consider a waiver request from an AUI employee, AUI must consent to this waiver.

**f. Licensing Rights**

1. AUI reserves the right to selectively license all intellectual property, held in title by AUI, to third-parties using contractual terms of its own choosing, and in compliance with its sponsoring contractual agreements.
2. AUI reserves the right to selectively reproduce all intellectual property, held in title by AUI, for sale to third-parties, and in compliance with its sponsoring contractual agreements.
3. In the above two instances, AUI shall be considered to have exercised its title rights to license the intellectual property.
4. AUI reserves the right to selectively license any intellectual property, held in title by AUI, through a royalty-free license to further research and education.
5. For clarification, AUI shall not be considered to have exercised its title rights to license when reproducing any intellectual property for internal use within AUI or its Research Centers.

**g. Income Distribution Schedule**

1. All income derived from intellectual property licensing activities covered by this IP policy, shall be payable to AUI and a formal accounting of all activities will be maintained in an AUI Patent Account for the appropriate Research Center on a fiscal year basis of October 1 through September 30. Permanent, continuous accounting records will also be maintained for each invention.
2. AUI will distribute income received from its intellectual property licensing activities in accordance with the provisions of the funding agency contractual agreements and in a manner that recognizes the best interests of the Research Center that developed the technology.
3. Distribution of licensing income (known as “residual funds”) from the AUI Patent Account will be made in accordance with the following provisions:
  - a. Legal and related costs directly associated with protecting, licensing, negotiating, marketing or reproducing that particular intellectual property will first be applied.
  - b. Remaining residual funds will be divided into three equal parts, one part being awarded to the inventor(s) of record or to the creator(s) of record, one part assigned to the Research Center Director discretionary fund (designating TTO as its source), and one part assigned to the AUI discretionary fund.
    - i. Distribution of available residual funds will be made on the second monthly pay period after the end of each fiscal quarter the income is received (i.e. to be dispersed in Feb, May, Aug, Nov) subject to any limitations imposed by law.
    - ii. Residual funds originating from intellectual property shall be in addition to regular pay and other awards made to the inventor/creator.
    - iii. Joint inventors shall receive portions established by the IDF royalty share % section.
      - a. Disputes regarding royalty share %, should be resolved within 180 days after the IDF is first filed. While the USPTO considers ALL inventors equal co-inventors, AUI retains the right to establish the royalty share % based on the IDF.



- b. Non-patented inventions should also use the IDF to establish royalty share % using the same parameters as above.
- c. In the absence of an IDF, or where the royalty share % is in dispute, AUI retains the right to make a good-faith determination of each inventor's royalty share %, and may elect to make all inventors equal in their portions.
- iv. Co-creators of copyrights, mask works, trademarks or other works of authorship shall receive equal portions, unless a royalty share % is established prior to receiving first licensing payments at AUI.
  - a. Where the royalty share % is in dispute, AUI retains the right to make a good-faith determination of each creator's royalty share %, and may elect to make all creators equal in their portions.

**h. Employment Status**

- 1. Distribution of the employee share of residual funds shall continue to be made regardless of changes in, or termination of, the individual's employment status with AUI.
- 2. If an inventor or creator is not an AUI employee but has assigned to AUI his/her rights to intellectual property as covered by this AUI IP policy, such inventor will participate in the distribution of residual funds as if he/she were an AUI employee.
- 3. In the event of an employee's death, his/her share of residual funds will be made available to that individual's estate.

**i. Intellectual Property Disputes**

- 1. AUI shall continue to make good-faith payments of residual funds distribution(s), based on AUI's understanding of the agreement, while legal disputes are being resolved with the inventor(s) and/or the creator(s) of AUI held intellectual property.

**j. IP policy Updates**

- 1. AUI reserves the right to update this policy to reflect changes in sponsoring contractual agreements, changes in the way AUI does business, or changes needed by commercialization efforts.



## Accident Benefits for Associated Universities, Inc.; NRAO

You are a Covered Person and eligible for coverage under the plan, if you are in the eligible class defined below. For benefits to be payable the Policy must be in force, the required premium must be paid and you must be engaging in one of the Covered Activities described below. If you are not in Active Service on the date your insurance would otherwise be effective, it will go into effect on the date you return to Active Service.

**Class Description:** All visiting Scientists and Guests of the Participating Organization

Your Dependents (your lawful spouse and unmarried children, subject to the age limits shown in the Policy) are also covered, if they are traveling with you.

**Period of Coverage:** You will be insured on the later of the Policy Effective Date or the date that you become eligible. Your coverage will end on the earliest of the date: 1) the Policy terminates; 2) you are no longer eligible; or 3) the period ends for which the required premium is paid. Dependents coverage will end on the earliest of the date: 1) he or she is no longer a Dependent; 2) your coverage ends; or 3) the period ends for which the required premium is paid.

### Covered Activities

**Exposure & Disappearance** - Coverage includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which you were traveling. You are presumed dead if you are in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by the Policy; and the body is not found within one year of the Covered Accident.

**Business Travel** - The Covered Accident must take place while traveling: 1) on business for the Policyholder; and 2) in the course of the Policyholder's business. This coverage does not include commuting between home and the place of work.

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at your home, place of work, or other place. It will end on the first of the following dates to occur: 1) the date you return to your home; 2) the date you return to your place of work; or 3) the date your Personal Deviation is more than 14 day(s). "Personal Deviation" means: 1) an activity that is not reasonably related to the Policyholder's business; and 2) not incidental to the purpose of the trip.

**Owned Aircraft Not Covered** - Benefits will not be paid if the aircraft is owned, leased, or controlled by the Policyholder or any of the Policyholder's affiliates. An aircraft will be deemed "controlled" by the Policyholder if the Policyholder may use it for more than 10 straight days or more than 15 days in any year.

**Relocation** - The Covered Accident must take place while you are traveling on a Relocation Trip at the expense and direction of the Policyholder. "Relocation Trip" means a trip in connection with your transfer or proposed transfer by the Policyholder to a new worksite.

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at your home, place of work, or other place. It will end on the first of the following dates to occur: 1) the date you return to your home; 2) the date you return to your place of work; or 3) the date your Personal Deviation is more than 14 day(s). "Personal Deviation" means: 1) an activity that is not reasonably related to the Policyholder's business; and 2) not incidental to the purpose of the trip.

### Description of Benefits

**Aggregate Limit** - We will not pay more than per Covered Accident due to Bomb Scare, Bomb Search and Bomb Explosion: \$2,500,000; per aircraft accidents: \$2,500,000; for all losses. If, in the absence of this provision, We would pay more than this amount for all losses under the policy, then the benefits payable to each person with a valid claim will be reduced proportionately.

**Accidental Death and Dismemberment Benefits** - If your Injury results, within 365 days from the date of a Covered Accident, in any one of the losses shown below, We will pay the Benefit Amount shown below for that loss. Your Principal Sum is \$250,000. Your spouse's Principal Sum is \$100,000. Your child's Principal Sum is \$50,000. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

#### Schedule of Covered Losses

Covered Loss	Benefit Amount
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia.....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	50% of the Principal Sum
Paraplegia.....	50% of the Principal Sum
Thumb and Index Finger of the Same Hand.....	25% of the Principal Sum

"Quadriplegia" means total Paralysis of both upper and lower limbs. "Hemiplegia" means total Paralysis of the upper and lower limbs on one side of the body. "Paraplegia" means total Paralysis of both lower limbs or both upper limbs. "Paralysis" means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

"Member" means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. "Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, permanent Loss of Sight of one eye. "Loss of Speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. "Loss of Hearing" means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

**Child Care Center Benefit** - We will pay \$5,000 for the care of each surviving Dependent child in a Child Care Center if your death results directly and independently of all other causes from a Covered Accident and all of the following conditions are met: 1) coverage for the Dependent child was in force on the date of the Covered Accident causing your death; and 2) one or more surviving Dependent child is under Age 13; and a) was enrolled in a Child Care Center on the date of the Covered Accident; or b) enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to your surviving spouse if **he/she** has custody of the child. If your surviving spouse does not have custody of your child, benefits will be paid to your child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of your death. A claim must be submitted to Us at the end of each 12 month period. A 12-month period begins: 1) when your Dependent child enters a Child Care Center for the first time, within the period specified in (2b) above, after your death; or 2) on the first of the month following your death, if the Dependent child was enrolled in a Child Care Center before your death.

Each succeeding 12-month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

"Child Care Center" is a facility that: 1) is licensed and run according to laws and regulations applicable to child care facilities; and 2) provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following: 1) a Hospital; 2) the child's home; 3) care provided during normal school hours while a child is attending grades one through twelve.

**Coma Benefit** - We will pay 1% of the Principal Sum per month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum if you become Comatose within 31 days of a Covered Accident and remain in a Coma for at least 31 days. We reserve the right, at the end of the first 31 days of Coma, to require proof that you remain Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense. Monthly payments will end on the first of the following dates: 1) the end of the month in which you die; 2) the end of the 11th month for which this benefit is payable; 3) the end of the month in which you recover from the Coma.

You are deemed "Comatose" or in a "Coma" if you are in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

**Emergency Medical Benefits** - We will pay up to \$10,000 for Covered Expenses incurred for emergency medical services to treat you if you: 1) suffer a Medical Emergency during the course of a Trip; and 2) are traveling 100 miles or more away from your place of permanent residence. Covered Expenses include expenses for guarantee of payment to a medical provider, Hospital or treatment facility. Benefits for these Covered Expenses will not be payable unless the charges incurred: 1) are Medically Necessary and do not exceed the charges for similar treatment, services or supplies in the locality where the expense is incurred; and 2) do not include charges that would not have been made if there were no insurance. Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

**Emergency Medical Evacuation Benefit** - We will pay 100% of Covered Expenses incurred for your medical evacuation if you: 1) suffer a Medical Emergency during the course of the Trip; 2) require Emergency Medical Evacuation; and 3) are traveling 100 miles or more away from your place of permanent residence. Covered Expenses; 1) Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to your place of residence for Medically Necessary treatment in the event of your Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor. 2) Dispatch of a Doctor or Specialist: the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, your condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to your location to make the assessment. 3) Return of Dependent Child(ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) you are age 18 or older; and b) you are the only person traveling with the minor Dependent child(ren); and c) you suffer a Medical Emergency and must be confined in a Hospital. 4) Escort Services: expenses for an Immediate Family Member or companion who is traveling with you to join you during your emergency medical evacuation to a different hospital, treatment facility or your place of residence.

Benefits for these Covered Expenses will not be payable unless: 1) the Doctor ordering the Emergency Medical Evacuation certifies the severity of your Medical Emergency requires an Emergency Medical Evacuation; 2) all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible; 3) the charges incurred are Medically Necessary and do not exceed the Usual and Customary Charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and 4) do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the event you refuse to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

**Rehabilitation Benefit** - We will pay 10% of your Principal Sum up to \$50,000 if you suffer an Accidental Dismemberment covered under the Policy and you are participating in a Rehabilitation Program that is prescribed by a Doctor. Benefits are payable for: 1) the facility providing the Rehabilitation Program in which you are participating; and 2) Immediate Family Members who incur expenses for travel to and from the location at which you are participating in a Rehabilitation Program provided actual receipts are submitted with the claim.

Benefits will end when the first of the following events occur: 1) the date you complete the Rehabilitation Program; and 2) the date you die.

"Immediate Family Member" means your parent, grandparent, spouse, child, brother, sister, or in-laws. "Rehabilitation Program" means a specialized, intensive program for rehabilitation or assimilation at an accredited medical facility specializing in research, surgery, and training of persons with Accidental Dismemberment Covered Losses as outlined in the *Schedule of Covered Losses*.

**Repatriation of Remains Benefit** - We will pay 100% of Covered Expenses for preparation and return of your body to your home if you die as a result of a Medical Emergency while traveling 100 miles or more away from your place of permanent residence. Covered expenses include: 1) expenses for embalming or cremation; 2) the least costly coffin or receptacle adequate for transporting the remains; 3) transporting the remains; and 4) Escort Services which include expenses for an Immediate Family Member or companion who is traveling with you to join your body during the repatriation to your place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

**Special Adaptation Benefit** - We will pay 10% of the Principal Sum up to \$50,000, if you suffer a "Presumptive Disability" and require a special housing adaptation or a special Vehicle to accommodate the disability. Benefits will not be payable unless your Doctor certifies them as necessary. "Presumptive Disability" means We will presume you are Totally Disabled if you suffer the complete and irrecoverable loss of sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the loss occurs within one year of the Covered Accident. "Vehicle" means a private passenger land motor vehicle. It includes automobiles, vans, and four wheel drive vehicles. It does not include a vehicle used for farming, commercial business, racing or any type of competitive speed event.

**Special Counseling Benefit** - We will pay \$150 per session for up to 10 counseling sessions for mental health counseling to assist you in dealing with a Covered Loss, if you suffer a Covered Loss for which benefits are payable; and obtain mental health counseling. The Maximum Amount for this benefit is \$1,500 per Covered Loss.

**Special Education Benefit** - We will pay \$25,000 for each qualifying Dependent child and \$25,000 for your surviving spouse covered under the Policy on the date you die. Your death must result, directly and independently of all other causes, from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions described below.

A qualifying Dependent child must: 1) be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of your Covered Accident; or be at the 12<sup>th</sup> grade level on the date of your Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his or her education as a full-time student. 2) continue his or her education as a full-time student in such accredited school of higher learning; and 3) incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

A qualifying surviving spouse must: 1) enroll in any accredited school for the purpose of retraining or refreshing skills needed for employment within one year of the date of your Covered Accident; 2) remain enrolled in such accredited school; and 3) incur expenses payable directly to, or approved by, such school.

Payments will be made to each qualifying Dependent child or surviving spouse at the end of each year for up to 4 years. We must receive proof satisfactory to Us of the Dependent child's enrollment or the spouse's enrollment and attendance within 31 days of the end of each year.

If no Dependent child or surviving spouse qualifies for Special Education Benefits within 365 days of your death, We will pay \$2,500 to your beneficiary.

**Spouse Retraining Benefit** - We will pay expenses incurred, as described below, 20% of your Principal Sum up to \$10,000 to enable your spouse to obtain occupational or educational training needed for employment if you die directly and independently of all other causes from a Covered Accident. Your spouse must have been insured under the Policy on the date of your death to be eligible for this benefit.

This benefit will be payable if you die within one year of a Covered Accident and your spouse: 1) enrolls, within one year after your death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and 2) incurs expenses payable directly to, or approved and certified by, such school.

**Exclusions and Limitations:** We will not pay benefits for any loss or Injury that is caused by, or results from:

- intentionally self-inflicted Injury.
- suicide or attempted suicide.
- war or any act of war, whether declared or not (except as provided by the Policy).
- a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- piloting or serving as a crewmember in any aircraft (except as provided by the Policy).
- commission of, or attempt to commit, a felony.



This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

**War Risk Coverage:** We will pay benefits for Covered Losses due to Covered Accidents resulting from war or acts of war anywhere in the world, except the following countries:

- the United States
- The Covered Person's Home Country
- The Covered Person's Country of Permanent Assignment
- Specific Countries: Algeria, Afghanistan, Pakistan, Libya, North Korea, Iran and Iraq

The war exclusion is deleted to the extent coverage is provide by the terms and conditions of War Risk Coverage.

"Home Country" means a country from which you hold a passport. If you hold passports from more than one Country, your Home Country will be the country that you declared to Us in writing as your Home Country.

"Country of Permanent Assignment" means a country, other than your Home Country, in which the Policyholder requires you to work for a period of time that exceeds 180 continuous days.

We will not pay more than \$2,500,000 per occurrence for war risk benefits. This limit shall apply to Injuries sustained from all acts of war in a consecutive 72-hour period. If but for this limit We would pay more than \$2,500,000, then the benefits We will pay to each Covered Person will be reduced in the same proportion, so that the total amount We will pay for war risk coverage is \$2,500,000.

**Definitions:** "**Covered Accident**" means an accident that occurs while coverage is in force for you and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable. "**Covered Person**" means any eligible person for whom the required premium is paid. "**Injury**" means accidental bodily harm sustained by you from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. "**Medical Emergency**" means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy. "**Sickness**" means an illness, disease or condition that causes a loss for which you incur medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness. "**Trip**" means travel by air, land, or sea from your Home Country. "**We, Our, Us**" means the insurance company underwriting this insurance or its authorized agent.

You must notify ACE USA within 90 days of an Accident or Loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify you, your employer, and the Policy Number.

Policy Number: ADD N06567095, Underwritten by ACE American Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

**Contact Information:** For customer service, eligibility verification, plan information, or to file a claim, contact: ACE USA at 800-336-0627 (from inside the U.S.) or 302-476-6194 (from outside the U.S.); fax 302-476-6154 for claims or inquiries or e-mail [diane.basa@acegroup.com](mailto:diane.basa@acegroup.com). Mail claims to: ACE USA Accident & Health, PO Box 5124, Scranton, PA 18505-0556.

This Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the Policy issued to your employer. The Policy is subject to the laws of the state in which it was issued. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference.



## **National Radio Astronomy Observatory**

520 Edgemont Road  
Charlottesville, VA 22903 USA  
434.296.0211 Fax 575.296.0278  
[www.nrao.edu](http://www.nrao.edu)

January 5, 2018

### **Equal Employment Opportunity Non-Discrimination, Harassment and Anti- Bullying Statement**

The National Radio Astronomy Observatory is committed to creating a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including sexual harassment and workplace bullying.

The Observatory will monitor and review the application/recruitment process to ensure that all applicants are treated fairly, without regard to their race, color, religion, sex, age, disability, gender identity, gender expression, sexual orientation, marital status, national origin or any other characteristic protected by law. There will be no discrimination against any employee or applicant for employment because of mental or physical disability. Further, the Observatory will take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals, qualified disabled veterans, and veterans of the Vietnam Era without discrimination based on their disability or veteran's status in all employment practices. The Observatory will select the best qualified candidate to perform the duties of an available position and will give first consideration to present employees whenever practical.

The Observatory has developed a policy statement, training, and communications for the conveyance of its policies on affirmative action, non-discrimination, workplace bullying and harassment. Besides this posting, general guidance on these matters can be found on the Observatory's intranet. The complete policies are contained in the "Human Resource Policy Manual," Sections 1.1, 2.13., and 2.14; and are available online. Copies of the policies are available from the Observatory Human Resources Offices, your supervisor, or any Ombuds representative.

The Observatory encourages the reporting of all perceived incidents of discrimination, bullying, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should pursue their concerns through NRAO's formal or informal complaint procedures: with their immediate supervisor, any member of management, the Human Resources Manager, or any Ombuds representative. In line with best practices, we have strengthened our "Reporting Workplace Concerns" policy by establishing a web and telephone-based reporting tool (AUI Ethics & Integrity Line) supported by an expert, completely independent third party, which allows employees (and others, such as suppliers, visitors, students) to make entirely confidential reports, directly to the AUI President. AUI has partnered with EthicsPoint, a world-leader in these systems to manage and host this reporting tool. Reports entered in the system are completely confidential. The AUI Ethics & Integrity Line allows you to follow-up concerns and interacts completely anonymously with the system until the matter is resolved.

A handwritten signature in black ink, appearing to read "A. J. Beasley", is located below the main text.

Anthony J. Beasley, Director



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January 5, 2018

**Affirmative Action Plan  
Veteran Non-Discrimination Statement**

It is the policy of the National Radio Astronomy Observatory not to discriminate on the basis of a physical or mental disability or an individual's status as a disabled veteran, a veteran of the Vietnam Era, or any other eligible veteran with regard to recruitment or recruitment advertising, hiring, training, promotion, and other terms and conditions of employment, provided the individual is qualified, with or without reasonable accommodations, to perform the essential functions of the job. The Observatory does and will take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities, disabled veterans, veterans of the Vietnam Era, and other eligible veterans without discrimination based upon their physical or mental disability, or veterans' status, in all employment practices as follows:

All personnel actions or programs that affect qualified individuals with disabilities, disabled veterans, veterans of the Vietnam Era, and other eligible veterans such as employment, upgrading, demotion or transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training will be made without discrimination based upon the individual's physical or mental disability or veterans' status.

The Observatory makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the Observatory's business.

Faye Giles, Human Resources Assistant Director, Affirmative Action Officer for the Observatory, will manage the National Radio Astronomy Observatory's Affirmative Action Plan for individuals with disabilities, disabled veterans, veterans of the Vietnam Era, and other eligible veterans. All managers and supervisors will take an active part in the Observatory's Affirmative Action Plan to ensure that all qualified employees with disabilities, disabled veterans, veterans of the Vietnam Era, or other eligible veterans and prospective employees are considered and treated in a non-discriminatory manner with respect to all employment decisions. Furthermore, the National Radio Astronomy Observatory will solicit the cooperation and support of all employees for the Observatory's policy and Affirmative Action Plan. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the policy of affirmative action for individuals with disabilities, disabled veterans, veterans of the Vietnam Era, and other eligible veterans. In accordance with public law, the Observatory's program of affirmative action for individuals with disabilities, disabled veterans, veterans of the Vietnam Era, and other eligible veterans is available for inspection in the Human Resources Department during regular business hours upon request.

In addition, as required by the Rehabilitation Act of 1973, as amended, employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in, activities such as filing a complaint, assisting or participating in an investigation, compliance review or hearing, or opposing any act or practice made unlawful, or exercising any other right protected by the Act.

Please contact your local Human Resources Representative, your immediate supervisor, any member of management, or any Ombuds Representative with any questions or concerns related to this policy.

A handwritten signature in black ink, appearing to read "AJ Beasley", is located below the text.

Anthony J. Beasley, Director



## 2.10 Drug-Free Workplace

This policy was first announced in April 1989 in compliance with the Drug-Free Workplace Act of 1988. The act requires that government contractors and grantees publish a statement notifying their employees that the unlawful manufacture, distribution, dispensing, or possession or use of alcohol, drugs, or controlled substances is prohibited in the workplace. NRAO therefor requires that each new employee signs a statement acknowledging receipt of the policy and that Human Resources complete an annual self-certification process. On an annual basis, the Human Resources Division will issue a notice of the Drug-Free Workplace requirement to all employees.

### 2.10.1 Alcohol, Drug, and Controlled Substance Abuse

The Observatory, as an employer, is interested in the wellbeing of its employees and places particular emphasis on maintaining a safe and efficient work environment and compliance with all applicable laws in this area. The achievement of this goal depends on the active cooperation of all employees. Employees are expected to have the same concern for their own safety and the safety of their fellow employees as they have for the performance of their work. The Observatory recognizes that, in most cases, alcohol and substance abuse are illnesses, which can be treated and is prepared to offer appropriate assistance to affected employees. Employees who use or traffic in controlled substances or illegal drugs or who abuse alcohol pose unacceptable risks to the safe and efficient operation of the Observatory. In addition to jeopardizing employee safety and impacting performance, conduct, and reliability, substance abuse is illegal and can lead to criminal prosecution as well as disciplinary action by the NRAO, including discharge.

#### 2.10.1a Controlled Substances

Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while on any Observatory site or while performing Observatory business. A controlled substance is a drug which has been declared by federal or state law to be illegal for sale or use, but may be dispensed under a physician's prescription. Be mindful of possible adverse effects and adhere to the warnings of over-the-counter or prescription drugs when operating a motor vehicle or equipment at work.

#### 2.10.1b Illegal and Other Drugs

Employees are prohibited from using, possessing, manufacturing, dispensing, distributing, or being under any influence of illegal drugs while on any Observatory site, in any Observatory vehicle or while performing Observatory business. Since a large number of prescription and over-the-counter drugs may also impair an individual's ability to perform, employees are expected to consult their physicians for specific information on possible side effects. If valid prescription drugs or over-the-counter medications may affect job performance or cause an employee to be in an impaired state, the employee must notify his/her supervisor so that an informed decision may be made as to whether the employee can safely and efficiently perform his/her duties.

### 2.10.1 c Alcohol

Employees are prohibited from being under any influence of alcohol at the Observatory, in any Observatory vehicle, or while performing Observatory business. The possession, serving, or consumption of alcoholic beverages on Observatory controlled property is prohibited except in the case of on-site housing. Any exception to this policy requires approval from the Director's Office. Do not use alcohol prior to or when operating a motor vehicle equipment at work.

### 2.10.2 Scope

This policy is applicable to all employees and, to the extent it governs conduct on Observatory controlled property, also is applicable to other individuals at the NRAO, including guests, collaborators, contractor employees, students, etc. This policy is complementary with the requirements for safety compliance as outlined in the [NRAO ES&S Policy and Program Manual, MD-03, Drug and Alcohol Use](#).

### 2.10.3 Responsibilities

The Observatory is committed to maintaining a safe and efficient work environment, guarding against all types of accidents, maintaining high standards of job performance, and complying with all applicable laws. The Observatory accepts the responsibility to help stop substance and alcohol abuse and to assist employees in early assessment and treatment.

The **supervisor** is responsible for evaluating and discussing job performance and overall conduct with his/her subordinates. However, substance or alcohol use is often marked by performance or conduct problems; coordination by the supervisor with the Site Human Resources Manager is important to identify and address such concerns. If action by the supervisor does not result in improvement, it is then the supervisor's responsibility to refer the matter to the next higher authority level. If there is any reasonable suspicion of alcohol or substance abuse, the matter should be referred at once for discussion with the Site Human Resources Manager.

**Employees** must report to work able to perform their duties safely and efficiently, to maintain an acceptable record of attendance, and to comply with Observatory policies. Employees who use or traffic in controlled substances and/or illegal drugs or suffer from alcoholism or alcohol abuse have the primary responsibility to seek rehabilitation through private or public counseling services. Employees must report any drug or alcohol related conviction for a violation occurring in the workplace to the Site Human Resources Manager within five days of the conviction. Any reported violations/convictions will result in immediate removal from a safety sensitive position (as determined by HR and ES&S) and referral to the Employee Assistance Program.

Any employee suspected of entering an NRAO site under the influence of drugs or alcohol, is required to meet with their supervisor and HR Manager to address the concern and/or participate in substance testing in accordance with NRAO policies. Human Resources will arrange for drug and/or alcohol testing for reasonable suspicion/cause.

In cases where an employee is involved in an accident at work, ES&S will assist the supervisor in determining if post-accident testing is appropriate. ES&S is responsible to arrange for drug and/or alcohol testing in these cases.

When an employee is in a Safety Sensitive Position (as defined in this policy), Human Resources, ES&S, and the employee's supervisor will determine if the employee should be removed from the job.

If the employee refuses to agree to any of these procedures including attempts to operate his/her own vehicle, NRAO will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials.

## **2.10.4 Implementation**

### **2.10.4a Testing**

Pre-employment testing: The Observatory requires post offer/pre-employment drug/substance testing of the successful candidate for a position classified by the Observatory as Safety Sensitive. Any offer of employment is contingent upon successful passing of the drug/substance test/screen. In the event of a positive drug/substance test the offer of employment will be rescinded and the applicant not be considered for employment at NRAO for at least 6 months. This pre-employment testing process is managed by the Observatory Human Resource Department.

The Observatory may require any employee to submit to substance or alcohol testing under the following circumstances:

- (1) following a workplace accident or incident, including non-injury incidents with potential for serious property damage, or injury potential, regardless of fault;
- (2) following a vehicular accident while on NRAO business;
- (3) as a part of a testing program instituted as a result of a prior violation of this policy;
- (4) when an employee's supervisor and a third party member of management determines that there are unusual performance problems or behavior, (Reasonable Suspicion/Cause Testing); and
- (5) when an employee is found in possession of suspected illegal drugs or drug-related paraphernalia at work or on Observatory property.

The Observatory requires an employee to submit to drug/substance testing in the following circumstances (subject to state and local legal limitations):

- (1) prior to transfer by the Observatory of any employee to a safety sensitive position by way of promotion, demotion, or lateral transfer.
- (2) prior to placement in any safety sensitive position applied for by any employee, even if they currently work in a position considered "safety sensitive".

Such placement in a safety sensitive position is contingent upon successfully passing the drug/substance test/screen.

Employee consent to substance and alcohol testing under this policy is a condition of continuing employment. Test results obtained under these conditions may be used by the Observatory in a

disciplinary process. Proper sample chain of custody is maintained by each test facility with the appropriate (by test site) Medical Review Officer (“MRO”) intervention in the event of a positive test result. Any employee in a safety sensitive position will not be permitted to continue working in that position if the possibility exists for them to injure themselves or others due to the suspected use of drugs or alcohol.

Test results will be kept confidential to the extent possible, though positive results will be reported to the Observatory as necessary to enforce this policy.

The Observatory may adopt state by state modifications of this policy in order to adhere to the law of a specific jurisdiction. Employees working in those jurisdictions will be informed of those modifications.

#### **2.10.4b Search**

All Observatory or U. S. Government property may be subject to search at any time there is reasonable suspicion to believe that alcohol or drugs may be present. Personal property located on Observatory controlled property may also be subject to lawful and reasonable search by civil authorities, with or without notice, if clearly justified by circumstances or workplace conditions that establish a reasonable suspicion to believe that drugs or alcohol may be present.

#### **2.10.5 Disciplinary Action**

Depending upon the individual circumstances of each employee situation, the Observatory may take disciplinary actions for violation of this policy up to and including termination of employment or elect to combine the disciplinary action with a referral to an appropriate agency for rehabilitation. On request, an employee may offer an explanation for a positive test result; such explanation will be kept confidential to extent possible. Employees may avail themselves of the review and appeal mechanisms currently set forth in the Grievance Procedure, which is published in Section 4.4 of this manual. A violation of this policy will result in disciplinary action, which may range from a written reprimand to immediate discharge, depending upon the seriousness of the offense.

#### **2.10.6 Employee Assistance Program**

In many instances, employee drug or alcohol problems may be illnesses that can be treated. However, because of safety and efficiency concerns, it is the responsibility of each employee to seek assistance from appropriate private or public counseling services before alcohol and/or substance abuse affects his/her performance. The Site Human Resources Manager may be contacted for referral to rehabilitation services or the employee may contact NRAO’s EAP provider directly. EAP information can be found on the HR website at <https://www.nrao.edu/new/hr/benefit-plans/employee-assistance-program>. All contacts in this regard will be kept in strict confidence to the degree possible.

#### **2.10.7 Return to Work**

Return to work by any employee after taking a drug/substance test/screen is only authorized after review and approval of the Head of Human Resources and the ES&S Manager.

#### **2.10.8 Definitions**

##### **2.10.8a Abuse**

The use of any substance (including alcohol, legally obtained over-the-counter medicines, prescription drugs, or controlled substances) to the degree that the individual experiences physical, emotional, or social complications which impact health, safety, well-being, or performance in any way. The use of a substance in accordance with a valid prescription is not considered abuse. However, employees must inform their supervisors of any side effect that might affect safety or performance.

#### **2.10.8b Alcohol**

Any beverage that has alcohol content in excess of 0.5 percent by volume.

#### **2.10.8c Controlled Substances**

Any substance whose sale, manufacture, purchase, transfer, use, or possession is restricted by law or regulation. These substances include, but are not limited to, any and all forms of marijuana, narcotics, depressants, stimulants, or hallucinogens.

#### **2.10.8d Drug**

Any substance, other than alcohol, capable of altering the mood, perception, pain threshold, or judgment of the individual consuming it.

#### **2.10.8e Illegal Drugs**

Any substance whose sale, manufacture, purchase, transfer, use, or possession is prohibited by law. These substances include, but are not limited to, any and all forms of marijuana, narcotics, stimulants, or hallucinogens.

#### **2.10.8f Observatory Controlled Property**

Any and all property under the control of the Observatory including, but not limited to, parking lots and roadways, except, in the case of alcohol consumption, on-site housing.

#### **2.10.8g Trafficking**

The unauthorized buying, selling, giving, receiving, or transferring of controlled substances.

#### **2.10.8h Under Any Influence**

When an individual's condition, behavior, mood, perception, pain threshold, judgment, or performance is influenced by a substance introduced into the body.

#### **2.10.8i Safety Sensitive Position**

A safety sensitive position is a job or position where the employee holding this position has the responsibility for his/her own safety or other people's safety. In a safety sensitive position, even a momentary lapse of attention or judgment, or both, could lead to serious bodily harm or death, such that it would be particularly dangerous if such an employee is using drugs or alcohol while on the job. An employee has to be with clear mind and diligent while occupying such positions.

Determination of a safety sensitive position is based on the primary duties and responsibilities of each job title. Factors that are considered in determining safety sensitive positions include the following:

- Control and/or use of potentially hazardous equipment or machinery
- Control and/or use of potentially hazardous processes, such as cryogenics, electrical, hazardous materials, etc.
- Health and hygiene related to food handling
- Responsibilities as a driver for both on and off site Observatory vehicle use.

The Head of Human Resources and the ES&S Manager are responsible for maintaining the list of jobs determined to be “Safety Sensitive”.

#### **2.10.8j Medical Review Officer (MRO)**

A licensed physician responsible for receiving and reviewing laboratory results generated by the Observatory’s drug testing program along with evaluating medical explanations for certain drug test results.

#### **2.10.8k Substance Abuse Professional (SAP)**

An independent professional who evaluates employees who have violated a DOT drug and alcohol program regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

### **2.10.9 CDL/DOT Alcohol and Drug Testing Program**

This program establishes the requirements for an Anti-Drug/Alcohol Misuse Prevention Program for safety sensitive classifications within the Observatory, which require a Commercial Driver’s License (CDL). (Such employees are hereafter referred to as “covered employees.”) This program is implemented in addition to the NRAO’s Alcohol, Drug, and Controlled Substance Abuse Policy. It is the policy of the NRAO to comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991. In the event that regulations of the Department of Transportation conflict with the NRAO’s Alcohol, Drug, and Controlled Substance Abuse Policy, the federal regulations shall prevail.

#### **2.10.9a Scope**

This program is applicable to all employees who are requested by the Observatory to maintain a valid Commercial Driver’s License. It is relevant to all such employees regardless of their work schedules or employment status: full-time; temporary; or part-time.

The Omnibus Transportation Testing Act of 1991 mandates testing for alcohol and controlled substances of all employees in and applicants for positions requiring a Commercial Driver’s License as a condition of employment.

Testing will be conducted under the following circumstances: (i) pre-employment (controlled substances test only); (ii) following an on-the-job accident involving injury or substantial property damage; (iii) return to work from sick leave following an on-the-job accident or following a positive test; (iv) reasonable cause or suspicion; and (v) at random intervals.

Testing is conducted at approved sites and in accordance with federal law.

### **2.10.10 Alcohol**

All covered employees are prohibited from consuming alcoholic beverages four hours prior to beginning their covered jobs. This prohibition includes over-the-counter medications and medical prescriptions that contain alcohol. Such employees are advised to notify their physicians at the time medication is prescribed so as to be in compliance with the workplace requirement to avoid alcohol consumption in any form. Covered employees are prohibited from consuming alcohol for eight hours after an accident on the job.

### **2.10.11 Prohibited Drugs**

The presence in the body, possession, use, distribution, dispensing, and/or unlawful manufacture of prohibited drugs, is not permitted while conducting NRAO business, while in work areas, or in NRAO vehicles on or off NRAO premises. No employee may work under the influence of prohibited drugs.

“Prohibited drugs” means any of the following substances:

- (1) Marijuana,
- (2) Opiates (heroin, morphine),
- (3) Cocaine,
- (4) Phencyclidine (PCP), and
- (5) Amphetamines.

Any covered employee found to be in violation of these prohibitions, regarding alcohol and controlled substances, is required to cease conducting NRAO business or to leave the work area immediately. Any employee discovered to be in violation of these prohibitions while operating a NRAO vehicle is required to cease operation of said vehicle immediately. An employee in violation of these prohibitions will be subject to disciplinary action up to and including discharge.

### **2.10.12 Procedure**

Specific procedures of the NRAO Anti-Drug/Alcohol Misuse Prevention Program are found in the following documents, located in the Green Bank library and with the safety officers at each of those sites,

- (1) NRAO Corporate Anti-Drug Program
- (2) NRAO Alcohol Misuse Prevention Program (AMPP)
- (3) NRAO Anti-Drug Program for Compliance with United States Department of Transportation Regulations.
- (4) NRAO ES&S Policy and Program Manual, MD-04, DOT ANTI –DRUG/ALCOHOL POLICY

Implementation of the CDL/DOT testing policy is the responsibility of ES&S.

### **2.11.12 Reasonable Cause/Reasonable Suspicion Testing (alcohol & drug)**

The NRAO will require testing of any employee when there is reasonable cause to believe the employee is using alcohol or a prohibited drug. The decision to test must be based on a reasonable and articulated belief that the employee is using alcohol or a prohibited drug on the basis of specific, physical, behavioral or performance indicators of probable use. The following conditions, as well as additional observable behaviors, may be indicators the supervisor(s) needs to consider before having the employee tested:

- (1) direct observation of use, possession or distribution of alcohol or prohibited drug;
- (3) physical symptoms of being under the influence of alcohol or a prohibited drug, such as, but not limited to, slurred speech, dilated pupils, uneven gait, odor of an alcoholic beverage or a prohibited drug;
- (4) a pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance such as frequent absenteeism, excessive tardiness or recurrent accidents, that appears to be related to the use of alcohol or a prohibited drug and not some other factors;
- (5) the identification of an employee as the focus of a criminal investigation into unauthorized possession, use or trafficking of a prohibited drug;
- (5) a report of use of alcohol or a prohibited drug provided by a reliable and credible source
- (6) repeated or flagrant violations of the safety or work rules, that pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a prohibited drug and not some other factor;

#### **2.11.12a Drug Test**

An employee who tests positive as a result of a reasonable cause drug test will be removed from his/her safety sensitive position and given a one-time opportunity for rehabilitation. The employer portion of the rehabilitation expenses will be limited to applicable medical insurance benefits. The employee may return to his/her covered position only after having been evaluated and deemed ready to return to work by a Substance Abuse Professional and a Medical Review Officer. The employee must achieve a negative result on his/her return to duty test. Employees who refuse to submit to a drug test will be treated as if their test was positive. Such employees will be referred to a Substance Abuse Professional for assistance.

#### **2.11.12b Alcohol Test**

An alcohol test should be administered within two hours following the decision to test. If an alcohol test cannot be administered, an employee reasonably suspected of being under the influence of or impaired by alcohol shall not report for duty, remain on duty, or be permitted to perform safety sensitive functions until a test can be administered. These prohibitions will continue until the employee is tested and the result is below 0.02 or eight hours have passed since the decision to test.



If the result of the alcohol test is greater than or equal to 0.04, the employee will be given a one-time opportunity for rehabilitation. The employer portion of the rehabilitation expenses will be limited to applicable medical insurance benefits. Employees who refuse to submit to an alcohol test will be treated as if their test was positive. Such employees will be referred to a Substance Abuse Professional for assistance.

#### **2.11.13 Refusal to Submit to Testing**

Employees required to submitting to drug and alcohol testing under this policy will be subject to disciplinary procedures, up to and including discharge, for commission of any of the following:

- (1) refusal to take a required drug or alcohol test;
- (2) refusal to provide a specimen at the collection site;
- (3) refusal to cooperate during the collection process;
- (4) refusal to complete any relevant documentation, such as the Urine Custody and Control form, or any other paperwork;
- (5) failure to cooperate with collection site human resources;
- (6) engaging in any conduct that creates reason to believe a urine specimen has been altered or substituted;
- (7) failure to report to a collection site without a legitimate reason; and
- (8) failure to provide an adequate specimen without a medical basis.