Dear Employee:

Welcome to Jacksonville State University. We are pleased to have you as a member of the University family.

Together as employees of the University we have a number of goals. Among these are: to provide our students with an educational environment in which they can learn to be productive, responsible citizens and effective leaders; to promote teaching, research and public service; to provide a work environment where employees can make a contribution and feel personal satisfaction for their contributions; to provide opportunities for growth and continued learning; and provide appropriate compensation and benefits for our employees’ efforts.

In making your decision to be a part of Jacksonville State University, you also make a commitment to these goals. This handbook is provided for your reading and reference so that you may become familiar with your rights and responsibilities as a Jacksonville State University employee.

I look forward to working with you to achieve an even better Jacksonville State University. Please know that I am available for your thoughts, suggestions and ideas. Again, welcome and I wish you all the best in your employment with us.

Sincerely,

William A. Meehan
President

WAM/ll
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INDEX
I. INTRODUCTION

This handbook is designed to furnish members of the non-academic staff of Jacksonville State University (hereinafter referred to as JSU) with basic information about the employment practices and benefits at JSU and the general responsibilities of the employee.

As an employee of JSU, you will want to become informed about the organization with which you are working. This handbook undertakes to provide relevant information about JSU. Any questions about your employment should be directed to your immediate supervisor or the Human Resources Office.

This handbook is not a contract and should not be considered as a commitment or guarantee of employment for any employee for any specific duration. Employees covered by this handbook are considered to be “at will” employees with JSU. JSU may terminate or alter terms of employment or provisions of this handbook at its discretion. Either you or JSU may terminate your employment relationship at any time, for any reason, with or without cause or notice.

The Board of Trustees of JSU has adopted the guidelines and provisions published in this handbook. JSU reserves the right to change this handbook at any time in order to comply with resolutions adopted by the Board of Trustees or changes in applicable laws and regulations of the State or Federal Governments.
II. UNIVERSITY MISSION STATEMENT

Jacksonville State University is a public, comprehensive teaching institution that provides educational, cultural, and social experiences for a diverse undergraduate and graduate student population. As a student-centered university, Jacksonville State University strives to balance academic challenges with a range of support services for students’ academics, career, and personal goals. As an academic institution, Jacksonville State University seeks to produce broadly educated graduates with skills for employment, citizenship, and life-long learning. As a comprehensive university, Jacksonville State University supports scholarly and service activities consistent with its academic and professional strengths.
III. MANAGEMENT RIGHTS

The University has always sought the opinions of its employees about working conditions, efficiency, productivity, and other matters of employee interest. However, the University, like other organizations, must make decisions without prior consultation with its employees. The University maintains exclusive discretion to exercise the customary and/or necessary functions of management, including, but not limited to, hiring, selection, promotion, suspension, dismissal, work assignments, supervision, and discipline of employees. The University retains the right to determine the size, structure, and composition of the work force; to establish, change or abolish policies, procedures, rules and regulations; to determine and modify job descriptions and classifications and to assign duties to employees in accordance with the needs and requirements of the University. The University retains the right to add, modify, or abolish benefits as seen to be in the best interest of the University. It is the University's goal to adequately compensate employees for their contribution to the University; however, this is not to be interpreted as a guarantee of salary increases or adjustments. The fiscal condition of the University and the best interests of the University as a whole, combined with other relevant factors, will determine the availability of funds for salary structure and increases.
IV. EQUAL EMPLOYMENT OPPORTUNITY

Jacksonville State University provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, Jacksonville State University complies with applicable state and local laws governing nondiscrimination in employment in every location in which Jacksonville State University has facilities. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, benefits, and training.

To further the principle of equal employment opportunity for all, Jacksonville State University has developed an Affirmative Action Plan. This plan, or relevant portions of the plan, is available for your inspection upon request. Please ask your supervisor or a member of the Human Resources Department for information regarding this plan.

Jacksonville State University expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, status as a Vietnam-era or special disabled veteran, or status in any group protected by state or local law. Improper interference with the ability of Jacksonville State University's employees to perform their expected job duties is not tolerated.
V. SEXUAL HARASSMENT PREVENTION POLICY

A. General Policy and Definitions

It is the established policy of Jacksonville State University to provide a work and study environment for faculty, staff and students that is free from all forms of sexual harassment, sexual intimidation, and exploitation. Jacksonville State University condemns such behavior and will review all claims of sexual harassment. The Equal Employment Opportunity Commission guidelines generally define sexual harassment, in part, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made a condition of employment or admission of an applicant;
- Submission to or rejection of the conduct is made the basis for a personnel action (e.g., performance appraisal, recommendation for retention, salary increases, promotion, tenure or grades);
- The conduct has the purpose or effect of unreasonably interfering with the individual’s work performance or of creating an intimidating, hostile, or offensive working or studying environment.

Such behavior may violate federal law and/or give rise to personal liability for the results of such behavior.

To further generally define the prohibited behavior, sexual harassment may consist of explicit demands for sexual favors and may involve threats or punishment where sexual favors are denied or promises of employment benefits are made if sexual favors are granted. Sexual harassment may be subtle and may not involve threats of punishment or promises of benefits. Examples of conduct outside the generally accepted academic environment which can create a sexually offensive working environment include, but are not limited to: (1) sexually offensive or oriented foul or derogatory language, jokes, kidding, hazing or taunting; (2) the display of sexual objects; (3) the circulation or display of publications such as calendars, cartoons or graffiti with sexually oriented content; (4) unwelcome touching; (5) unwelcome flirtations or requests for dates or after hours meetings; or (6) any other verbal, physical, hazing or visual conduct of a sexual nature that would create an uncomfortable or hostile environment. The forms of sexual harassment may come from supervisors, administrators, co-workers, and even from outsiders such as, vendors, service representatives or others.

This policy applies to all university employees at all times and departments and divisions within the university. This policy also applies, where possible, to those who do business at the university. Compliance with this policy is a term and condition of employment with the university. The terms “employee” or “employment” include, but are not limited to faculty, staff, administrators, agents, and contractors.

B. Procedures for Initiating a Complaint of Sexual Harassment

The University cannot address harassment unless it has been made aware of the harassment. If an employee feels that she or he has been subjected to sexual harassment, or has witnessed any form of sexual harassment, the employee may proceed with the complaint to his or her immediate supervisor or may
address the complaint directly to the Office of Human Resources. The University strongly encourages the timely filing of any complaints of sexual harassment. EEOC guidelines generally suggest the filing of such claim within six (6) months of the alleged occurrence. Filing a contemporaneous complaint assists the university in conducting an investigation that is thorough and fair to all parties. An employee does not have to put his or her complaint of sexual harassment in writing to initiate an informal sexual harassment investigation.

If the employee wishes to submit an informal complaint to a supervising employee, he or she may discuss the matter with the supervisor. The Office of Human Resources encourages resolution of sexual harassment complaints at the lowest administrative level. Some complaints may be resolved by a conversation, better communication, education and/or the supervisor’s support of this policy and of a work environment free of sexual harassment. If a satisfactory conclusion is not reached at the level of the immediate supervisor, either party may pursue the matter to the next level of supervision, e.g., dean or director. At this stage, a formal written charge of sexual harassment signed by the charging party must be submitted by the employee. A copy of the formal charge will be tendered to the employee against whom the charge is made and the employee will be provided with an opportunity to respond. If a satisfactory conclusion is not reached at the dean or director level, either party may pursue either party may pursue the matter to the vice-president of his or her division. A final appeal may be made to the president and the decision of the president will be final.

If the employee does not wish to pursue an informal or formal sexual harassment complaint through the supervisor, the employee may pursue an informal or formal complaint or charge directly with a representative of Human Resources. The guidelines and procedures of due process outlined above will apply. If a satisfactory conclusion is not reached with the involvement of Human Resources, either party may pursue the complaint to the President. The decision of the President will be final.

C. Supervisor Responsibility

The university takes the position that there is no such thing as an “off the record” complaint of sexual harassment. The Office of Human Resources serves as a resource to supervisors/department heads. If the employee wishes to talk with Human Resources prior to investigating a complaint, Human Resources representatives will be available to assist. In all cases, Human Resources must be notified in writing of the resolution of all charges or complaints of sexual harassment. The written notice may be in the form of a letter or memorandum. Further, a form has been provided for use by supervisors/department heads (Form 55). Such notice shall be retained in a central file separate from the personnel file of the employee against whom a charge is made. While recognizing relevant Alabama Law and Federal Statutes regarding public institutions, the central file referenced herein shall remain confidential when practicable.

A copy of Form 55, Sexual Harassment Complaint, may be found in the University Policies and Procedures Manual along with this policy. A supervisor failing to report a sexual harassment complaint to the Office of Human Resources will be subject to disciplinary penalties ranging from a reprimand up to and including termination.
Documentation of investigation of a sexual harassment complaint that does not result in a disciplinary action shall be maintained in Human Resources but shall not be kept in the individual’s employee folder.

D. **Due Process and Fairness**

The guiding principles of this policy are compliance with all relevant laws, respect and fairness to all parties, and good judgment. Nothing in this policy should be interpreted to impede generally accepted academic freedom, to inhibit appropriate feedback on an employee’s performance, or to prevent the administration from acting in the best interest of the University where appropriate and relevant. This policy against sexual harassment shall be applied in a manner that recognizes principles of academic freedom and freedom of expression. As stated in the Faculty Handbook 2.8.10, “The University affirms and follows the idea that all members of the faculty are entitled to academic freedom.” “Academic freedom in its teaching aspect is fundamental to the protection of the rights of faculty members in teaching and to students to freedom in learning.” “The faculty member is entitled to freedom in the classroom in discussing his/her subject but should be careful not to introduce into his/her teaching controversial material that has no relation to his/her subject.”

E. **Confidentiality**

The University’s administration is fully committed to creating a work environment free of sexual harassment. Thus, the University will investigate all complaints of sexual harassment, whether written or verbal. Therefore, while the University will consider requests for confidentiality, there can be no guarantee of complete confidentiality. The administration, supervisors, and representatives of Human Resources will, wherever practicable, only discuss the matter with those closely involved, and if necessary, the University attorney and/or outside counsel. The University is also keenly aware if the need to protect the rights of the accused and will attempt to balance the process of investigating complaints with observation of those rights.

F. **Penalties for Committing Sexual Harassment**

An employee found by the University to have committed sexual harassment will be subject to appropriate discipline ranging from a written reprimand to termination. Relevant and appropriate disciplinary guidelines and procedures will be followed. Disciplinary action will be reflected in the employee’s record in the Office of Human Resources.

G. **Penalties for False Reporting of Sexual Harassment**

An employee found to have falsified a complaint of sexual harassment or provided false information regarding a complaint will be subject to discipline ranging from written reprimand to termination. Relevant and appropriate disciplinary guidelines and procedures will be followed. Disciplinary action will be reflected in the employee’s record in the Office of Human Resources.

H. **Students Complaints**

Students and student employees alleging sexual harassment by a faculty member, staff member or another student, and desiring to initiate a complaint regarding such conduct, should follow the policy set
forth in the Student Handbook. Faculty alleging sexual harassment by a student should report the concerns to his/her department head or immediate supervisor.

I. Retaliation

The University will not tolerate retaliation of any form against an employee who files a legitimate or bona fide sexual harassment complaint or against witnesses involved in a sexual harassment investigation. If an employee feels that he or she is a victim of retaliation on the basis of a sexual harassment complaint, the employee should direct his/her concern to the Office of Human Resources.

J. Evaluation of the Policy

The policy will be evaluated on an annual basis by the Director of Human Resources.
VI. NON-DISCRIMINATION POLICY AGAINST INDIVIDUALS WITH DISABILITIES

A. General Statement

It is the established policy of Jacksonville State University to provide a work environment for faculty and staff that is free from discrimination against those individuals with disabilities. Therefore, JSU complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. JSU also provides reasonable accommodation for such individuals in accordance with these laws. In this connection, Jacksonville State University will evaluate the feasibility of requested accommodation in light of the ADA’s guidelines, and determine whether such accommodations will create an undue hardship on JSU.

B. Policy

It is JSU’s policy to, without limitation: provide that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions and privileges of employment; keep all medical-related information confidential in accordance with the requirements of ADA; provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on JSU; notify individuals with disabilities that JSU provides reasonable accommodation to qualified individuals with disabilities by including this policy in JSU’s employee handbook, by including the policy in its official policy manual, and by posting it in a conspicuous place.

C. Procedure for Requesting an Accommodation

Qualified individuals with disabilities should make requests for reasonable accommodation to their immediate supervisor. Upon receiving a request for accommodation, the immediate supervisor will consider the request and will determine the feasibility of the requested accommodation, considering factors such as, the nature and cost of the accommodation, funding, the financial resources of the department or
area, and the impact of the accommodation on the operation of the department or area, including the impact on the ability of other employees to perform their duties.

If the immediate supervisor and the requesting employee are unable to resolve the request for accommodation, the matter will be referred to the dean, director, or the next level of supervision. If a resolution is not made at the dean or director level, the matter will be referred to Human Resources, who will make a recommendation to the President. The decision of the President will be final.

D. Retaliation

The administration of the University will not tolerate retaliation of any form against a qualified individual with a disability that files a request for reasonable accommodation. If the employee feels that he or she is a victim of retaliation on the basis of a request for reasonable accommodation, the employee should direct the complaint to Human Resources.
VII. DISCRIMINATION COMPLAINT PROCEDURE- (Other than sexual harassment or disability)

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

If you experience any job-related discrimination or harassment based on your race, color, religion, national origin, or another factor, or believe that you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor who will investigate the matter and take appropriate action, including reporting it to the Director of Human Resources. (The procedures for pursuing a sexual harassment complaint or a request for reasonable accommodation under ADA are provided in previous sections of this handbook.) If you believe it would be inappropriate to discuss the matter with your supervisor, you may report it directly to the Director of Human Resources. Your complaint will be kept confidential to the maximum extent possible.

If Jacksonville State University determines that an employee is guilty of unlawfully discriminating against another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

Jacksonville State University prohibits any form of retaliation against any employee for filing a legitimate or bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, Jacksonville State University determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.
VIII. EMPLOYEE RESPONSIBILITIES AND WORKING ENVIRONMENT

A. Responsibility for Public Relations

As an employee, you contribute significantly to the image the public has of the University. Your contacts with students, alumni, visitors and the community place you as a representative of the University. To these individuals, you are JSU. It is important that you treat these individuals courteously and thoughtfully. The same qualities, which you appreciate in others, will make you a valuable employee and co-worker. Tact, dependability, punctuality, and a friendly attitude will continue to make JSU a pleasant working environment.

B. Commitment to Quality and Customer Service

Jacksonville State University is committed to providing quality support services and quality academic preparation for its students. All employees, whether in the classroom or in support services, can contribute to the mission.

In addition to providing prompt and efficient service to JSU students, employees are expected to provide polite, prompt and knowledgeable service to co-workers and fellow employees. All employees must be familiar with the duties assigned them and to perform these duties in a manner that demonstrates professionalism and an interest in the success of their office.

C. Personal Appearance and Dress Codes

Use good judgement at all times regarding your personal appearance. Employees are required to perform a variety of functions, and you are expected to dress appropriately for the functions you perform. You are expected to be neat, to wear clean clothing, and to be careful of your personal hygiene. Employees should act professionally as well as look professional. Through JSU’s hallways pass students, parents, alumni, job applicants, and others. Any employee engaging in flagrant violations of commonly accepted standards of cleanliness or dress may be subjected to disciplinary action. If you have questions about the appropriateness of apparel, ask your supervisor.

D. Breaks and Rest Periods

Designated break or rest periods are established in the Maintenance and Building Services areas only. There are no scheduled break periods for other areas of the
University. Breaks may not be used to arrive late, extend your lunch, or leave early. The University relies on your good judgment and sense of fairness in the taking of breaks. This privilege may be suspended or abolished if it is abused.

E. Confidentiality

During the course of performing his or her duties, University employees will see or hear confidential information, such as student academic records, student medical records, budgetary or financial information, employee performance, salary, disciplinary information, resumes or applications. This information is strictly confidential and should be discussed only with those that absolutely need to know. Such information should not be discussed outside the University. Employees who are responsible for improperly releasing confidential information breach a trust we have with our students and our employees. It is the policy of Jacksonville State University to ensure that the operations, activities, and affairs of Jacksonville State University and our customers and students are kept confidential. If, during employment, employees acquire confidential or proprietary information about Jacksonville State University and its clients, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are also responsible for the internal security of such information. Employees may be asked to sign a statement of confidentiality at the time of initial employment and periodically throughout their term of employment to acknowledge their awareness of, and reaffirm their commitment to, this policy. Employees found to be in violation of this policy are subject to disciplinary action, up to and including termination.

F. Telephone Usage

Prompt and courteous answers to telephone calls are essential. The telephone is an important link between the University and its students, alumni and other constituents. Telephone manners make or lose friends on and off the campus. While we realize that employees will need to make occasional personal calls, the University insists that incoming and outgoing personal calls be kept to a minimum. Personal long distance calls charged to JSU are not permitted under any circumstances, and any such use can result in dismissal.

G. E-Mail and Internet Usage
All electronic and telephone communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of Jacksonville State University and as such are to be used solely for job-related purposes. The use of any software and business equipment, including but not limited to, facsimiles, telephones, computers and copy machines for private purposes is strictly prohibited. Further, employees are not permitted to use a computer code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized Jacksonville State University representative. All computer pass codes are the property of Jacksonville State University. No employee may use a computer pass code that has not been issued to that employee or that is unknown to Jacksonville State University. Employees who violate this policy are subject to disciplinary action, up to and including discharge. To ensure that the use of electronic and telephone communications systems and business equipment is consistent with Jacksonville State University's legitimate business interests, authorized representatives of Jacksonville State University may monitor the use of such equipment from time to time.

H. Employee Safety

In an effort to create and maintain a safe and healthy environment for employees, the University has charged all supervisors with preparing a safety plan for their office or area. Employees are encouraged to become familiar with that safety plan. Employees should acquaint themselves with the fire evacuation routes posted in the buildings. Employees are encouraged to learn safety procedures for equipment that they use in their jobs and to always avoid unsafe or reckless behavior. Practicing safe work habits benefits not only the individual employee, but also prevents harm or injury to a co-worker.

I. Personnel Records

The Office of Human Resources initiates and maintains your personnel record, but only you can keep the personal information current. Please advise the Human Resources Office immediately whenever there are changes in your address, marital status, number of dependents, a single child reaches the age of 26, or with change in beneficiary information. Incorrect information could create problems concerning your pay, benefits, or state and federal taxes. Also, if you acquire additional education or
receive licensure or certification in your area of expertise, be sure this information is communicated to Human Resources. Personnel records are, at all times, the property of JSU.

J. **Consensual or Romantic Relationships**

Consensual relationships between faculty and staff members, although discouraged by the University, will remain the private business of such employees unless the relationship becomes disruptive to the operation of the University or results in unfair treatment of either party involved in the relationship or a third party. All consensual relationships between staff members and students are strongly discouraged and may be examined closely for improprieties. Where such conduct impacts negatively upon the university or its employees, the University reserves the right to take whatever action is appropriate to protect the University’s interests. It is important to remember that a number of our students are legal minors, and relationships with these students could result in criminal penalties. Consensual relationships between an employee and a student when the employee is in a position of power or authority over the student are absolutely forbidden and prohibited. Examples of prohibited relationships are a student worker and a supervisor, or a student and a counselor or advisor. Continuing in a relationship that is prohibited or that has become disruptive can result in disciplinary action, including termination.

K. **Use of University Property or Equipment**

University property and equipment are purchased with university funds and are for university use only. Most of the computer software used by JSU is protected by copyright. It is against University policy and federal copyright law to duplicate or make unauthorized use of copyrights. University vehicles and property are not to be used for personal business.

L. **Drug and Alcohol Use and Abuse**

Jacksonville State University hereby affirms its policy of providing a drug-free workplace for its employees. In furtherance of this policy, the following guidelines and sanctions have been adopted.

1. **Drug Use Policy** - Federal law prohibits the illegal manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. (The
“workplace” is defined as Jacksonville State University property, vehicles, or participation in a JSU sponsored activity away from campus.) It is the policy of JSU to comply totally with this law and in compliance will:

a. Provide each student and employee a copy of this policy.
b. Require any student convicted of any criminal drug statute violation which has occurred in the workplace to notify the University Judicial Coordinator within five (5) days of the conviction.
c. Require any faculty or staff member convicted of any criminal drug statute violation which has occurred in the workplace to notify the Director of Human Resources within five (5) days of the conviction;

2. **Legal Sanctions** - Legal sanctions for possession, use or distribution of illicit drugs and alcohol may include imprisonment for periods ranging from less than one year (for first offense) up to life imprisonment without parole (for multiple convictions) and significant monetary fines.

3. **Health Risks** -

   a. **Marijuana** -
      (1.) Use of marijuana reduces short-term memory, motivation, concentration and attention span;
      (2.) Infertility may be caused by the use of marijuana in both males and females;
      (3.) Lung damage may result from use of marijuana;

   b. **Cocaine** -
      (1.) Use of cocaine may lead to addiction;
      (2.) Use of cocaine may cause permanent damage to the lungs, liver, and nose;
      (3.) Chest pain, heart attack, heart failure, stroke and seizures may result from the use of cocaine;

   c. **Alcohol** -
      (1.) Use of alcohol may lead to addiction;
      (2.) Damage to the liver, brain, heart and other organs may result from long-term drinking;
(3.) Harm may occur to babies whose mothers use/abuse alcohol during pregnancy (Fetal Alcohol Syndrome);

(4.) Abuse of alcohol can lead to overdose and death;

(5.) Mixing alcohol with other drugs (legal and illicit) may intensify the effects of either, making overdose more likely;

Use of drugs and/or alcohol causes impairment of judgement and motor skills, which greatly increases the risks of injury or death due to accidents.

4. **Drug Awareness, Counseling, and Treatment** - The Career Development and Counseling Services Center offers limited counseling and therapy to all students, faculty, and staff at Jacksonville State University. These services are without charge. These services include intervention, short-term and long-term supportive therapies. Referrals may also be made to the Calhoun-Cleburne Mental Health Center or to a facility approved under our health insurance plan.

Faculty and staff members may contact the Human Resources Office to obtain additional information concerning counseling and treatment available through our health insurance plan.

5. **Sanctions** -

a. Students who violate this policy will be subject to disciplinary action up to and including dismissal from the University.

b. Employees who violate this policy will be subject to disciplinary action up to and including discharge. If you are charged by your immediate supervisor with an offense, which may result in discharge, your case will be referred to the next level of supervision and your immediate discharge may be recommended and/or effective immediately. If discharged, you will not be entitled to accrued annual leave, and this action will become a part of your employment record.
IX. EMPLOYMENT

A. Types of Appointment

For the purposes of salary and benefit administration, JSU classifies its staff employees as follows:

1. **Regular, Full-time**

   Employment that is expected to continue indefinitely on a full-time basis, 37.5 - 40 hours per week, is considered regular, full-time employment. Employees in this category are entitled to all benefits provided by JSU after serving the waiting periods required for certain benefits. These employees may be “exempt” or “non-exempt” employees.

2. **Regular, Part-time**

   Employment that is expected to continue indefinitely on a part-time basis, less than 37.5 hours per week, is considered regular, part-time. Eligibility for benefits as a regular, part-time employee is determined as follows:

   a. **Regular, Part-time (32 but less than 37.5 hours per week)**

      Employees expected to work 32 hours but less than 37.5 hours per week are entitled to all university benefits. Holidays, annual leave, and sick leave are earned on a prorata basis.

   b. **Regular, Part-time (20 but less than 32 hours per week)**

      Employees expected to work between 20 hours but less than 32 hours per week are not eligible to participate in any fringe benefits except health insurance (with certain limitations), Teachers’ Retirement, paid holidays, annual leave, and sick leave. Holidays, sick and annual leave will be earned on a prorata basis. If an employee occasionally works more than 32 hours per week, it will not change the classification.

   c. **Regular, Part-time (less than 20 hours per week)**

      Employees working less than 20 hours per week will be paid an hourly wage and are not eligible for any benefits.
3. **Temporary Positions, Full or Part-time, funded by JSU**

Personnel employed for a specifically defined project, for peak workloads, or for short time replacement of other employees are classified as temporary employees. Generally, these employees are employed with the understanding that their employment will be terminated upon completion of a specific assignment; however, the employment may not exceed one year. If a department requires the services of a temporary employee for longer than one year, the employee must have a sixty-day break in service. After this break in service, the temporary employee may return for a period not to exceed one year from the date of re-hire. Periods of temporary employment will not be counted as part of a probationary period or waiting period for purposes of benefits in case of subsequent appointment to a regular position. Temporary employment does not confer upon the employee any privilege of right of promotion, transfer or reinstatement to regular position. A temporary employee may apply for a regular position when and if a temporary position becomes a regular position.

a. **Temporary, full-time**

This is employment that is expected to continue on a full-time (37.5 – 40 hours per week) basis for a fixed or predetermined length of time. Employment in this category will be on a full-time basis not to exceed one year. Employees in this category will not be eligible for paid holidays or other fringe benefits.

b. **Temporary, part-time**

This is employment that is expected to continue on a part-time (less than 37.5 hours per week) basis for a fixed or predetermined length of time. Employees in this category will be on a part-time basis not to exceed one year. Employees are paid an hourly rate of pay and are not entitled to paid holidays or any other fringe benefits.

4. **Grant Funded or Contract Positions**

These positions are full or part-time positions in which the costs are paid for by a grant or contract awarded to the University. Salaries and benefits requested and/or approved in a grant or contract must conform to all university
policies relating to titles, salary, classifications, etc. Benefits will be provided as defined below.

a. **Full-time, fully funded (salary and benefits)**
   Employment that is full-time (32.5 to 40 hrs. per week), fully funded (salary and benefits), and is expected to be continuous for the period of the grant or contract may work for the duration of the grant or contract without breaks in service or rehire. Under no circumstance will employment last past the expiration of the grant or contract. These positions may be “exempt” or “non-exempt.”

b. **Temporary, funded by a grant or contract**
   As with temporary positions funded by JSU, employment in these positions is not to exceed one year.

   If it becomes evident that employment of an individual will exceed one year in a grant or contract or series of grants or contracts, the grant or contract administrator will have the option of requiring the employee to have a sixty-day break in service or authorize enrollment in the Teachers’ Retirement System and retroactive matching retirement contributions. Employment in a position funded by a grant or contract does not confer on the employee any right or promise to a regular position.

   In the event benefits are provided, eligibility will be based upon the number of hours worked. All employees working under each category under the grant or contract must be treated equally and will be eligible for the same benefits provided for regular employees, (i.e. holidays, annual leave, sick leave, health insurance, life insurance, disability insurance, TRS, TIAA/CREF, and tuition remission.) See Section XI for full explanation of benefits.

   (1.) **Full-time, funded by a grant or contract (37.5 to 40 hrs per week)**
   Employment in this category will be on a full-time basis, (37.5 to 40 hours per week) but will not continue beyond the expiration of the grant or contract. Employees in this category will generally not be eligible for benefits unless provided in the grant or contract.
contract. If provided by the grant or contract, employees in this category are entitled to all benefits provided by JSU after serving the waiting periods required for certain benefits. These employees may be “exempt” or “non-exempt” employees.

(2.) Part-time, funded by a grant or contract (32 but less than 37.5 hours per week).

Employees in this category are considered part-time, and generally will not be eligible for benefits, unless specifically provided for in a grant or contract. If provided by a grant or contract, employees that are similarly situated and are expected to work 32 hours but less than 37.5 hours per week are entitled to all university benefits. Holidays, annual leave, and sick leave are earned on a prorata basis.

(3.) Part-time, funded by a grant or contract (20 but less than 32 hours per week).

Employees in this category are considered part-time, and generally will not be eligible for benefits, unless specifically provided for in the grant or contract. If provided by a grant or contract, employees that are similarly situated and are expected to work between 20 hours but less than 32 hours per week may enroll in both the Teachers’ Retirement System and health insurance. If an employee occasionally works more than 32 hours per week, it will not change the classification.

(4.) Part-time, funded by a grant or contract (less than 20 hours per week)

Employees working less than 20 hours per week will be paid an hourly wage and are not eligible for any benefits.

5. "As needed" Employment

This is employment that is for a special or unique purpose. The terms and conditions of "as needed" appointments will be specifically stated in an
appointment letter or contract. University benefits are generally not available to "as needed" employees.

6. **Professional Service Providers**

Contracts for services from independent contractors may be entered into by JSU. Professional Service Providers are not considered to be "employees" as defined in the handbook; therefore, professional service providers are not eligible for any benefits or discounts. Employees of JSU will not be considered as "professional service providers" when performing extra work of any kind. Professional service providers must comply with all applicable Federal, State and Local laws.

7. **Student Employees**

Student employees are classified as temporary employees and are not eligible for university benefits. The rules and regulations pertaining to student employment are covered in a separate handbook and policies in this handbook do not apply. Student employees may not be employed simultaneously as student workers and university employees. For specific information on student workers or student employees, see the Financial Aid Office. Residence Hall Directors are considered to be student employees and are not entitled to university benefits.

**B. Simultaneous Employment**

1. **Student Employment**

   No person may be employed as a staff or faculty member of JSU and also as a student employee or graduate teaching assistant at the same time.

2. **Outside Employment**

   Staff members are public employees and may not simultaneously be employed or be compensated in any manner by another agency of the State of Alabama; that is, no employee may receive more than one check or compensation covering the same period of employment from any State agency regardless of source of funds used unless such work is performed outside working hours, while on annual leave, or on a leave of absence without pay.

3. **External Consulting and Extra Compensation**
Staff may participate in external consulting when it provides a service to business, industry, government, or other organizations. All requests to engage in consulting work must be approved in advance (in writing) by the staff member’s department head/director. External consulting should not represent a conflict of interest for the employee or the University. Staff members may engage in consulting activities for extra compensation provided the following guidelines are followed.

a. Consulting should be secondary to the performance of normally assigned duties and may not interfere with the performance of the staff members duties with the university.

b. Consulting activities during normal working hours may not exceed one day per week or four days per month.

c. When receiving compensation for consulting during normal working hours, the staff member must turn in annual leave for time missed in the staff member’s primary university position. (Annual leave is not required for work performed outside normal working hours.)

d. Payment for services may not exceed the guidelines established in the University Policy Manual.

Employees involved in consulting should adhere to the highest ethical and professional standards. The name of the University should not be used in advertising or in any report or statement that implies approval by Jacksonville State University. In keeping with this position, University letterhead should not be used for correspondence.

4. Extra Compensation for Continuing Education and Public Service Activities:

Faculty and staff are encouraged to participate in University-operated continuing education and public service programs, which are important to the mission of the University. Many of these activities, however, are of short duration, of occasional frequency, and lack forewarning; they cannot be budgeted in advance and therefore must be handled on an exceptional basis. In such cases, the University’s policy shall, generally, be to recognize the situation and permit extra compensation to
be paid to faculty and staff who are asked to perform services over and above their usual and regular responsibilities. Generally, the following conditions must apply:

- **a.** The work to be done is in addition to the employee’s normal full load;
- **b.** No qualified person is available to perform the task as part of his or her normal load;
- **c.** The project or program budget includes sufficient funds to cover the cost of the extra compensation;
- **d.** The additional duties are not so heavy as to interfere with the performance of regular duties;
- **e.** Written approval is obtained in advance.

The maximum hourly rate for extra compensation by faculty and staff who participate in continuing education or public service projects are established in the University Policy Manual. The complexity of the assignment and the availability of funds, as negotiated between the employee and the program administrator, will determine the actual rate of extra compensation.

Full-time faculty and staff may be allowed to consult and/or be involved in appropriate continuing education and public service activities for extra compensation a maximum of one normal working day per week, or four days per month, with the consent of their department head and appropriate dean or director. Both consulting and internal activities for extra compensation will be counted against the maximum. Full-time staff will be required to report annual leave for services, other than University Continuing Education and public services, performed during normal working hours. The University Continuing Education and public service must be in addition to normal work assignments and the normal work load will not be reduced.

The department head/director will have the primary responsibility for administering this policy because he or she is in the best position to assess the effect of these activities on the employee’s regular responsibilities and to measure his or her contribution to the goals of the department. All requests must also be approved by the appropriate dean or director and the appropriate vice president. The Dean of Graduate Studies and Continuing Education must also approve
requests for extra compensation through the University’s Continuing Education Programs.

C. Probationary Period

1. New Employees

   The first six months of employment under any type of appointment is a probationary period for all staff employees. During this time, both the employee and the employer have an opportunity to evaluate each other. During the probationary period, each employee will be evaluated for the ability to learn and perform the job, conduct while on the job, and position compatibility. The employee should also evaluate career opportunities, salary, benefits, and working conditions. The supervisor may extend the probationary period for up to three months in order to allow more time to evaluate the new employee's performance. If at any time during the probationary period you or your supervisor decide to terminate your employment, you may be released without advance notice, and there will be no right of appeal for unsatisfactory performance, misconduct or position incompatibility. During the probationary period, you may accumulate and may accrue benefits such as holidays, sick leave, and annual leave. Taking of annual leave is generally not permitted until regular employee status is attained.

2. Transfers and Promotions

   When an employee receives a promotion or is transferred to another position, a probationary period of six months must be served in the new position. The new supervisor will evaluate the performance of the employee during these six months in the same manner that a new or first time employee is evaluated. If an employee does not successfully complete the probationary period for the new position, the employee has no automatic right to return to his/her previous position.

   If an employee transfers to an equal or lesser position and has an anniversary date sooner than six months, the new supervisor may, upon hire, elect to maintain the prior anniversary date or require a six months probationary period.
D. New Employee Orientation

All newly appointed employees are required to attend and participate in the Employee Orientation program administered by Human Resources. During the employee orientation, the employee will meet with a representative of the Human Resources Office and will be presented important information on the benefits available through the university, mandatory and optional payroll deductions, compensation and absences, parking, and employee rights and responsibilities.

All new employees must participate in the orientation process. New employees will not be placed on payroll until they have completed the orientation. Please use the orientation program to familiarize new employees with JSU. New employees are encouraged to ask any questions.
X. COMPENSATION AND WORKING HOURS

A. Working Hours

The University exists to serve its customers (e.g., students, parents, the community, and the public). This public service may require variations in work schedules within the University. Work hours must be scheduled to satisfy the needs of the department or area in which you work, and to make certain that an adequate staff is available when needed. Work schedules depend upon the job to be performed. You will be informed by your supervisor of your normal schedule and about any schedule changes which may be required.

The University recognizes the attractiveness of the five-day workweek and, where possible, schedules are arranged on this basis. In some instances, however, additional work and/or alternative schedules will be required during peak periods. Administrative personnel, and perhaps other employees, may work more than normal hours. Typically, University offices are open for business from 8 a.m. to 4:30 p.m., Monday through Friday, or 37 ½ hours per week. All full-time positions, however, are based on a forty-hour per week schedule; therefore, employees whose typical schedule allows for 37 ½ hours per week are not authorized for "breaks." Breaks may be taken in areas where the typical work schedule is 40 hours per week. If it becomes necessary to reduce an employee's normal number of hours of work per week, or responsibility, the University reserves the right to adjust an employee's pay accordingly.

All employees are classified as either exempt or non-exempt. These terms refer to an employee’s coverage or exemption under federal and state wage-hour laws. Exempt employees (faculty, administrators and professionals) are not subject to timekeeping guidelines. Non-exempt employees (classified and support services) are subject to timekeeping requirements and are paid at the hourly rate of pay for up to 40 hours per workweek. Any hours worked in excess of 40 hours per week will be credited to compensatory time at a rate of one and one-half times the normal rate or in a few cases, the employee will receive overtime pay for these hours.
B. Time Keeping Requirements

All non-exempt employees are subject to the following timekeeping requirements:

1. All hours worked in the workweek are recorded on a daily time record so that an accurate accounting can be kept of time worked. All hours worked will be reported to the Payroll Office on the time sheets distributed by that office.

2. Credit as hours worked is given for days absent due to taking of annual and administrative leave, sick leave and holidays. These hours will not be counted as "hours worked" when figuring compensatory time or overtime.

3. Employees who work during lunch periods and before or after established work schedules must show the time as time worked.

4. Non-exempt employees must record their time accurately. Falsification of such records will subject the employee to immediate dismissal.

Employees are not to sign time sheets for their co-workers, or "clock in" or "clock out" for other employees. Employees should not sign a blank time sheet.

C. Compensatory Time

Any non-exempt employee who exceeds the maximum forty-hour per week workweek will be asked to take time off in lieu of overtime pay. This time off is referred to as "compensatory time." Compensatory time is granted at the rate of one and one-half hours off for each overtime hour worked beyond forty hours per week.

1. Compensatory time may be accumulated and used at a later date. The accumulated balance of compensatory time may not exceed 240 hours. All compensatory time must be used before any absence is charged to annual leave. All compensatory time must be reported to and accounted for in the Payroll Office. Anyone charging an absence to compensatory time must report this time used on an absence report.

2. All compensatory time taken must be approved in advance by your immediate supervisor.
D. **Employees Called to Work During an Emergency**

    Should the university be closed for an emergency (e.g., inclement weather), any non-exempt staff member requested to report to work during the time of closure to bring the campus back up to operational status may receive compensatory time at the rate of one and one-half hours for each hour worked during the emergency. This is an exception to the forty hour workweek calculation for compensatory time described in “C” above and will require presidential approval on a case-by-case basis.

E. **Overtime**

    If it is not feasible for a non-exempt employee to take compensatory time off, he or she will receive overtime pay at the rate of one and one-half times the regular rate of pay for each hour of overtime worked. Overtime pay instead of compensatory time must be approved at the vice-presidential level.

F. **University Sponsored Events**

    Attendance at official university-wide functions, or at departmental or divisional functions is considered "working hours" and employees will not be required to charge the absence to annual leave. Attendance at these functions must be approved in advance with the supervisor, and such attendance should not interfere with normal operations of the area in which you work. Attendance at recreational events sponsored by the University, when scheduled during work hours, is not considered "time worked" and annual leave must be taken to attend the event.
XI. POSITION CLASSIFICATION SYSTEM

A. Faculty

An explanation of the faculty ranks and the rules and regulations governing the faculty are covered in the faculty handbook.

B. Staff

The staff of JSU is comprised of those persons who perform various functions in support of the University's role of instruction, research and service. A faculty member who is reassigned to a staff function will be reclassified as a "staff employee" but may retain faculty rank. In certain situations, staff employees are hired with the understanding that teaching is a part of their normal workload. These employees are classified as "staff" since support services are their primary role within the University. As used in this handbook the terms “staff,” “staff employee,” or “employee,” mean the same. Further identification of the staff may be determined by the following:

1. Fair Labor Standards Act

   Commonly referred to as the “Wage Hour Law,” this act contains a number of timekeeping requirements for employees and employers. Those employees covered by this law are often referred to as “non-exempt” employees. In general at JSU, employees on the salary schedule described below are “non-exempt.” All classified, non-exempt employees are required to keep a record of time worked. Non-exempt employees in this category are entitled to compensatory time off or overtime pay for all hours worked in excess of forty (40) hours per week. All overtime pay must be pre-approved by the appropriate Vice President or the President. Non-exempt employees are paid on the bi-weekly payroll.

   Those who are not subject to the timekeeping and overtime requirements of this law are referred to as “exempt” employees. Exempt employees are not required to keep time records and are not eligible for overtime pay or compensatory time off. Exempt employees will be paid on the monthly payroll.
C. **Salary Classification Plan**

Generally, all university employees are covered by a salary classification plan. Each of the plans is explained below.

1. **Type Plan**
   
a. **Classified Employees**

   A classified schedule has been established for secretarial, clerical, maintenance, trades, and related positions. These salary schedules were developed following an analysis of the duties assigned to the job, an in-depth study of the salaries of similar positions in other universities and the surrounding community, and an internal review of other university positions designed to ensure internal equity. This system is established by the Board of Trustees and may be revised from time to time as needed. Explanation of the current pay system may be obtained from Human Resources. New employees are generally placed at the entry level step, and advance to the remaining steps, based on the results of an annual evaluation. Classified employees are eligible for consideration for one step raise per year (if funded by the University) and must be paid in accordance with the salary schedule for their job classification. This merit raise for a classified employee must be recommended by the immediate supervisor and approved by each successive level of supervision through the Vice President or President as appropriate.

b. **Professional, Technical or Supervisory Employee**

   A professional, technical or supervisory schedule has been established for positions requiring at least a bachelor’s degree or technical preparation. This salary schedule was also developed following an analysis of the duties and an in-depth study of comparable jobs both within and without the University. These salary ranges have minimum and maximum amounts, but do not have steps between the minimum and maximum. Professional, Technical or Supervisory employees receive a salary increase based on the recommendation of their supervisor and the approval of their Vice President and the President.
c. **Administrative Employees**

An administrative schedule has been established for university administrators. This salary schedule was developed following an analysis of the duties and responsibilities of the position and studies of comparable positions within and without the University. This salary range has minimum and maximum salaries and increases in salaries are recommended by the Vice President and approved by the President.

2. **Job Description**

A written job description for each position is maintained by Human Resources. These job descriptions are brief lists of the duties and responsibilities and qualifications that are assigned to the job. The job description may not contain all the tasks assigned to any particular employees. The omission of a duty or task from the job description does not justify refusal to perform the task.

D. **Personnel Council**

The Classified Schedule and the Professional/Technical/Supervisory Schedule are monitored by the Personnel Council, which acts in the nature of a review board. The Council consists of employees appointed by the President, each serving a three-year term. Any request to establish or change a job description or a salary range for a position on the Classified or Professional/Technical/Supervisory schedules must be made through administrative channels to Human Resources. The Human Resources Office will review the request, perform a job analysis and a salary survey, and then forward this information to the Personnel Council, which will review the request and make a recommendation to the President. The President may accept the recommendation, modify the request, or deny the request. The President’s decision is final.

The Personnel Council is not the appropriate venue for requests for changes in salary or job descriptions for employees not covered by the Classified Schedule or the Professional/Technical/Supervisory Schedule. Requests for salary adjustments should be recommended through appropriate channels. The President has final approval of any salary adjustments. Job descriptions for positions on the Administrative schedule will be reviewed by the Human Resources Office, but are not required to be reviewed by the Personnel Council.
XII. BENEFITS

A. Health Insurance

Group Health Insurance through the Public Education Employees Health Insurance Program (PEEHIP) is made available to eligible employees, their spouse and/or dependent unmarried children. Dependent children are defined as children up to the age of 19, or up to age 26 if the dependent is a full-time student.

1. Coverage Available – The following coverage options are available through the PEEHIP plan.

a. Hospital/Medical – This is coverage for hospitalization, doctors’ visits, and prescription drugs.

b. Optional Supplemental Coverage -
   (1.) Dental Insurance
   (2.) Vision Insurance
   (3.) Cancer Insurance
   (4.) Hospital Indemnity

Details about each benefit listed above are available in the Human Resources Office.

2. Enrollment - Regular employees who are employed at least 20 hours per week and meet other eligibility standards may enroll in the University’s health insurance effective the first of the month following the date of employment, or if employment began on the first working day of a month, then coverage will be effective on that date. Enrollment in the supplemental coverage options listed above may only be elected effective October 1 of each year. Coverage is provided for employees and their dependent family members. Dependent family members eligible are:

a. The employee’s legal spouse (who is of the opposite sex);

b. An child of the employee under the age of 19;

c. An stepchild that resides in the employee’s household;

d. An child or stepchild of the employee between the ages of 19 and 26 who is a full-time student in a school accredited by the State,
not employed on a regular, full-time basis, and chiefly dependent on the subscriber for support.

3. **Waiting Period** - Each member must serve a waiting period of 270 consecutive days before benefits for “pre-existing conditions” are available under the University contract. This waiting period begins with the effective date of insurance. A pre-existing condition is a condition that began prior to the effective date of insurance. Waiting periods may be waived by PEEHIP with the appropriate Certificate of Creditable Coverage from the prior employer and during Open Enrollment.

4. **Open Enrollment** - Typically, PEEHIP has open enrollment each year during the month of August. If you are hired during the months of July, August or September and are eligible for benefits, you may not be required to serve the waiting period of 270 consecutive days.

5. **Family and Medical Leave** - You will be required to pay your portion of the health insurance premiums during a period of approved Family Medical Leave. See the Family Medical Leave section for eligibility and procedures for applying for this benefit. For a further explanation of health benefits, consult the PEEHIP Group Health Care Plan booklet or the Human Resources Office.

6. **Continuation of Group Benefits (Title X of COBRA)** - A federal law (COBRA) allows former employees and dependents to continue their coverage in certain circumstances beyond the date on which coverage would otherwise have terminated. This means that if COBRA covers the subscriber, the member may be eligible to continue coverage under this contract beyond that date on which it would otherwise have terminated. Generally, COBRA allows former subscribers to continue coverage for themselves and their dependents for 18 months beyond their termination of employment (except for reasons of gross misconduct) or reduction in hours, and allows former dependents to continue their coverage for 36 months beyond the death of the subscriber, divorce from the subscriber, loss of dependent status.
a. **Notice and Election Period** - The employee must notify Human Resources of divorce or that a dependent is no longer eligible for coverage within 60 days. If you fail to do so, COBRA coverage need not be offered to a former dependent. After notifying Human Resources, you have 60 days after any of these events or the date you receive the notice from Human Resources, whichever is later, to elect coverage. However, premiums will be due from the day your regular group coverage ends. You have 45 days to pay the first premium. Failure to pay premiums will terminate coverage.

b. **Premium Payment** - The coverage available is the same that is available to the group. If you qualify for continuation of coverage, you will be required to pay the current rate of the group’s premium for these benefits. Members who are disabled under Title II or Title XVI of the Social Security Act when a qualifying event occurs will be required to pay 150% of the group’s premium for the 19th through the 29th months of coverage, but you must give PEEHIP notice and your COBRA coverage must end the month that begins more than 30 days after the date it is determined that you are no longer disabled under Title II or Title XVI of the Social Security Act, whichever comes first. Your coverage will be canceled if you fail to pay the entire amount each time it is due.

7. **Subrogation** - If PEEHIP pays or provides any benefits for you under this plan, PEEHIP is subrogated to all rights of recovery which you have in contract, tort, or otherwise against any person or organization for the amount of benefits PEEHIP has paid or provided. This means that PEEHIP may use your right to recover money from that other person or organization.

Separate from and in addition to the right of subrogation, if you or a member of your family recovers money from the other person or organization for any injury or condition for which benefits were provided by PEEHIP, you agree to reimburse PEEHIP from the recovered money.
the amount of benefits it has paid or provided. This means that you will pay to PEEHIP the amount of money recovered by you through judgment or settlement from the third person or organization up to the amount of benefits paid or provided by PEEHIP.

For example, if you are injured in an automobile accident and another party’s insurance pays for your medical treatment for injuries received in the accident, PEEHIP may seek reimbursement for any benefits they paid to you for the same treatment. You may not profit from your insurance coverage by receiving payment twice for the same treatment.

B. **Term Life Insurance** - Jacksonville State University provides Group Term Life Insurance for all eligible employees in an amount equal to two (2) times base annual salary not to exceed $100,000. All regular, full-time faculty and staff members are eligible for coverage upon employment. Coverage is as follows:

1. **Basic Plan (paid by JSU)** -
   a. **Life Insurance** - Term Life Insurance is provided at two- (2) times salary not to exceed $300,000 and will be paid for death for any reason.
   b. **Accidental Death & Dismemberment (AD&D)** - AD&D is provided in the same amount and in addition to the basic coverage. The full amount will be paid for loss of life, both hands, both feet, sight of both eyes. One-half (½) the full amount of insurance will be paid for loss of one hand, one foot, or the sight of one eye. AD&D will not cover any loss resulting from certain activities, such as; intentionally self-inflicted injury, suicide, disease, the commission of a crime, war, etc. A complete list is on file in the Human Resources Office.

2. **Optional Extra Insurance** - Each employee covered by the Basic Plan is allowed to purchase optional extra insurance at either one (1), two (2), or three (3) times salary not to exceed $300,000. The optional insurance may be paid for by payroll deduction.

3. **Dependent Life Option** - Employees with dependents may elect to cover them with optional life insurance. The current schedule of benefits is as follows:
   Spouse: The lesser of $10,000 or 50% of the employee’s amount.
Each unmarried dependent child:
   15 days to 6 months of age - $200.00
   6 months to 19 yrs; 26 if a full-time student – the
   lesser of $10,000 or 50% of employee’s amount

4. **Conversion** - If insurance is terminated due to termination of employment, the employee shall have the right to convert the amount of the insurance in force on his life as of the date of such termination to a whole life contract. The premium for such individual policy shall be at the company’s then customary rate applicable to the form and amount of the individual policy and to the person’s age attained on the effective date of the individual policy.

C. **Unemployment Compensation**

   All staff employees (except student workers and residence hall directors) are covered by Unemployment Compensation Insurance. You should be aware that resignation or discharge for cause is not normally covered by unemployment compensation. Specific qualification requirements for benefits may be obtained from the Local State Employment Office. It is understood that student workers and Residence Hall Directors are given employment to aid in the furtherance of their education and are not covered by unemployment insurance.

D. **Retirement Programs**

1. **Social Security** - All employees of the University are required to participate in the Social Security program. Employees will contribute the percentage of salary specified by law and the University will contribute the amount specified for the employer.

2. **Teachers’ Retirement System** - All employees in regular, full-time positions are required to be members of the Teachers’ Retirement System. Regular, part-time employees working 20 hours or more per week over a twelve month calendar year are also required to be members of the Teachers’ Retirement System. The Teachers’ Retirement System requires that you contribute five (5) percent of your total salary.
Your five- (5) percent contribution is tax sheltered for the purpose of federal income taxes. Federal taxes will not be paid on this five (5) percent of your income until you terminate and withdraw your contribution or until you retire. Annual federal taxable income will be reflected on your W-2 forms.

Complete information as to eligibility, contribution rate, retirement benefits, etc., is available in Human Resources.

Any employee contemplating retirement should contact Human Resources at least ninety (90) days before the anticipated retirement date so that necessary information can be compiled and prepared to avoid a delay in retirement compensation. Employees wishing to project retirement income may contact Human Resources about getting an illustration of projected retirement income.

After you retire, you may work for a non-state agency and earn any amount of wages without affecting your Teachers’ Retirement. If you work for an agency of the State of Alabama, you may not replace a full-time employee, you may not work full time, and you must earn less that the amount authorized by the Alabama Legislature.

3. **Deferred Compensation** - All public employees of the State of Alabama who are members of the Teachers’ Retirement System are eligible to participate in the deferred compensation plan named RSA-1. RSA-1 funds are invested in the same type investments and subject to the same guidelines and limitations as applicable to investments made by the Teachers’ Retirement System. These contributions are made by payroll deduction and are tax deferred. Complete information regarding this plan is available in Human Resources.

4. **Tax-Deferred Annuities (TDA’s)** - JSU offers a basic and a supplemental TDA with TIAA-CREF (Teachers Insurance and Annuity Association and the College Equities Retirement Fund). Participation in these programs is voluntary and, if elected by the employee, will provide a retirement annuity in addition to the regular Teachers’ Retirement and Social Security. Contributions to these annuities are tax deferred until they are withdrawn at retirement. TIAA-CREF tax-deferred annuity plans are defined by Section 403(b) of the Internal Revenue
Code. Funds contributed to TDA’s may be invested in the “TIAA” fund or a variety of “CREF” funds or a combination of funds.

a. **Basic Retirement Annuity (RA)** - The basic or matching retirement annuity is a tax-deferred annuity which allows employees to tax defer from three (3) to five (5) percent of their salary. The employee’s contribution will be matched by JSU in an equal amount. Contributions in excess of five (5) percent are permitted but will not be matched by JSU. Participation in the matching program will only be permitted after two (2) years of continuous employment as a regular, full-time employee. If an employee chooses not to contribute to the basic retirement annuity when eligible, JSU will contribute an amount equal to one (1) percent of the employee's salary to a TIAA-CREF retirement annuity.

b. **Supplemental Retirement Annuity (SRA)** - All regular, full-time employees are eligible to participate in an SRA upon employment. Immediately upon employment, participation in this non-matching annuity is permitted prior to completion of two (2) years of continuous employment. The SRA is designed to supplement the basic retirement annuity. Funds invested in an SRA may be allocated by the employee to any of the TIAA-CREF funds.

E. **Long-Term Disability Insurance**

Jacksonville State University provides you with disability insurance coverage at no cost to you. Complete details and limitations regarding this plan are described in the group policy and your Certificate of Insurance. Below is a summary of your coverage.

1. **Eligibility** - All full-time, regular employees are eligible for this insurance. Non-faculty employees must work at least 32 hours a week to be considered “full-time.” Employees are eligible after one year of service.

2. **Cost** - This insurance is provided--without cost to you--by the University.

3. **Definition of Disability** - Total disability is your complete inability, due to sickness, bodily injury or pregnancy, to perform any occupation for which you are reasonably suited by your education, training, or experience.

4. **Benefits** -
a. Benefits begin after six months of continuous total disability.

b. The Monthly Income Benefit replaces 60% of your monthly wage base up to a maximum benefit of $5,000 per month. The amount you receive from your disability benefit is reduced by benefits received from Social Security, TRS of Alabama, or other disability benefits related to your employment with Jacksonville State University.

c. The Minimum Disability Benefit payment under the plan is $50 per month.

d. The Monthly Annuity Premium Benefit contributes 8% of your monthly salary to a retirement annuity, as long as you are receiving disability benefits. With this benefit, you will continue to build assets year after year and protect your retirement income as well.

e. The Annual Benefit Adjustment increases your monthly income benefit and annuity premium benefits by 3% annually.

5. **Duration of Benefits** - The length of benefits depends on when you become totally disabled. Prior to age 60, benefits continue to age 65. Please consult your Certificate of Insurance for duration of benefits after age 60.

6. **Disability Management Services** - The carrier’s claims personnel work with you during your disability to provide:

   a. Rehabilitation programs to help you return to work.

   b. Assistance in filing for--and receiving--the Social Security benefits to which you are entitled.

   c. Toll-free hotlines for your questions and concerns.

F. **Salary and Benefit Continuation**

   Under certain documented conditions and circumstances, salary continuation may be granted to employees who become disabled and are thereby unable to work. Salary continuation is intended to bridge the gap between the expiration of a disabled employee’s leave and the commencement of long-term disability payments. Salary continuation will not be granted in a case where an employee has abused his/her sick leave. The eligibility conditions are as follows:
1. The disability must be total and expected to last indefinitely or for an extended period of time.

2. The disabled employee must be covered by the long-term disability insurance plan.

3. Application for long-term disability benefits must be made with Standard of Oregon, TRS and Social Security, and the employee’s physician must furnish written proof of permanent or long term disability to the Human Resources Office. (A disability application package is available in Human Resources.) JSU and the long-term disability insurance representative reserve the right to require the employee to submit to a medical examination from a designated physician to verify disability.

4. All sick leave, compensatory time, and annual leave must be used before salary and benefit continuation can begin. Salary continuation will cease at the time Standard of Oregon disability payments begin, the date the Standard of Oregon disability carrier denies disability payments, or at the end of six (6) months after the date of disability, whichever is earlier. If TRS disability is approved prior to the Standard of Oregon disability approval date, salary and benefit continuation will be reduced by the amount of the TRS payment and PEEHIP benefits will be converted to a disability retiree and not as a JSU employee. In no case or event will salary continuation extend longer than six (6) months from the date of the disability.

G. Tuition Assistance Program

Tuition assistance is available to full-time regular employees of the university who have been employed for one year or longer. Jacksonville State University retirees receiving benefits from the Teachers’ Retirement System are eligible for tuition assistance. Dependents of employees and service retirees are also eligible. Dependents are defined as the spouse, unmarried children and/or step-children, up to age 26. Children of deceased employees who died while in service to JSU and had held a full-time regular position for at least one year, or who died while receiving retirement benefits or disability retirement benefits may
receive tuition assistance up to age 26. Temporary or part time employees are not eligible for tuition assistance.

All eligible employees and dependents will be allowed a reduction in tuition cost at classroom tuition rates up to 16 hours per semester undergraduate, 12 hours per semester graduate. Employees must pay all fees.

Eligibility for tuition assistance is based on institutional GPA earned for the previous academic year and ranges from 50% to 100% depending upon GPA. To apply for tuition assistance, the employee or dependent must complete the Tuition Assistance form BA 44 and return it to the Registrar’s Office before the open registration due date for the current term.

Assistance is only in the form of tuition reduction and will not be paid as cash. Tuition assistance will be reduced proportionately by any other scholarships from institutional funds.

Eligible employees are allowed to audit one course each semester free of charge. Dependents of employees must pay usual JSU audit fees. Tuition assistance does not apply to auditing classes.

*Before applying for tuition assistance, please review the policy in its entirety in the University’s Policy and Procedures' Manual, Policy Number: 1:03:02.*

H. Class Attendance Policy

While the primary purpose of each employee is to carry out his or her assigned tasks and to be available for work during normal working hours, JSU also recognizes the importance of each employee being able to further his/her education. In order to make it possible for employees to further their education, the following Class Attendance Policy has been established.

1. **Tuition Assistance** - (See Tuition Assistance Policy for details).

2. **Limited Class Attendance During Working Hours** -
   a. Any employee may take one (1) course per semester during the regular workday if all the following conditions are met:
      (1.) Class attendance must not interfere with the work of your office or the work of any other office;
      (2.) Your supervisor must approve class attendance;
Any time missed must be made up by:

(a.) Working your lunch hour;

(b.) Working beyond your regular working hours;

(c.) Charging the absence to annual leave.

This one course may not exceed five (5) semester hours.

b. Taking More Than One Course During Working Hours – If an employee wishes to take more than one course during regular working hours, the employee must accept a corresponding reduction in pay and benefits. A schedule is prepared below:

<table>
<thead>
<tr>
<th>Number of Courses</th>
<th>Benefits Lost</th>
<th>Benefits Retained</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Course</td>
<td>None</td>
<td>Annual leave must be used or make up time (see 2a above)</td>
</tr>
<tr>
<td>2 Courses</td>
<td>Annual/Sick Leave prorated</td>
<td>Workweek reduced to 32 hrs. All benefits retained.</td>
</tr>
<tr>
<td>4 Courses</td>
<td>All</td>
<td>Workweek reduced to 16 hrs. No benefits retained.</td>
</tr>
</tbody>
</table>

An employee also has the option of taking a leave of absence without pay in order to continue his/her education. See XII.H.1 for further detail.

c. Regular workday is defined as follows:

(1.) **Administrative Offices** – 8:00 a.m. to 4:30 p.m. (Includes all offices other than those listed in (2.) which follows.)

(2.) **University Support Offices** – (i.e., Library, University Police, Maintenance, Cleaning Services, Information Technology, and other functions which must be performed after working hours as stated in (1.) above.) working hours in these departments is to be determined by the person in charge with the approval of the appropriate vice president.

d. Anyone in violation of the policy will be administratively dropped from the class or classes for which the employee is ineligible after the last day to register or add classes.
I. **Direct Deposit**

All employees will be paid by direct deposit to their checking account. The employee’s net pay will be deposited in the bank or financial institution of the employee’s choice. Each employee will need to complete a direct deposit form available in Human Resources. Employees may deposit at two financial institutions or into two accounts (savings and/or checking) at one institution.

J. **Credit Unions**

Payroll deduction is available for payments or deposits to the First Educators Credit Union (FECU) and the Alabama Teachers’ Credit Union (ATCU). FECU has offices in Birmingham, Jacksonville, and Anniston to meet your needs. ATCU has offices in Gadsden, Anniston, Centre, and Albertville. A full range of services is available, such as loans, checking accounts, savings accounts, credit cards, and other services. Each credit union requires that you come to their office to open an account. After this is accomplished, further transactions can usually be handled by telephone.

K. **Athletic Season Tickets**

All employees are eligible to participate in the purchase of season tickets to all regular season athletic events at a considerable discount. Payment may be made by payroll deduction.

L. **Cafeteria Discounts**

Meals are available at the Jack Hopper Dining Hall at a reduced rate for JSU employees. Meals include a choice of entrees, vegetables, salad, desserts, and beverages for one low price. Sodexho, in addition to operating the campus dining facilities, offers catering to the public.

M. **Liability Insurance - JSU provides professional liability insurance as follows:**

1. **Persons** - JSU and all elected and appointed Board Members, Trustees, and employees of JSU.

2. **Coverage** - For all losses, which the Insured shall be legally obligated for any civil claim, made against them because of a wrongful act committed during the policy period. The Company must receive written notice of this claim during the policy period.
3. **Wrongful Act** - Any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance, and nonfeasance by an Insured in the performance of duties for JSU. NOTE: This policy does not insure any asbestos related injuries, any pollution-related injuries, or any acts committed prior to the effective date of this policy. There are also some exclusions which would be covered by different types of insurance policies such as employee dishonesty, acts out of which an Insured would gain any personal profit or advantage to which he or she was not legally entitled; claims, etc. seeking relief other than money damages; damages arising out of personal injury, false arrest, defamation, strikes, riots, or civil commotion.

4. **Deductible** - $50,000 for each loss.

N. **Flexible Benefit Plan** - JSU offers a plan under Section 125 of the IRS code variously referred to as a “Section 125 Plan,” a “Cafeteria Plan,” a “Tax Saver Plan,” or a “Salary Reduction Plan.” Participation in this plan will allow certain expenses to be paid on a pre-tax basis resulting in tax savings. Complete details are available in the Human Resources Office. However, basic components of the plan are described below.

1. **Eligibility** - All regular, full-time employees are eligible to participate.

2. **Enrollment** - Employees may enroll only during the open enrollment period (normally during November of each year to be effective January 1 of the following year). New employees may enroll upon employment.

3. **Options** -
   a. **Premium Conversion** - The cost of PEEHIP insurance premiums may be paid with pre-tax dollars.
   b. **Medical Reimbursement** - Funds may be set aside on a pre-tax basis to pay for unreimbursed medical expenses (e.g., co-pays, deductibles, contact lenses, etc.).
   c. **Dependent Care** - Funds may be set aside on a pre-tax basis to pay for eligible dependent care.

4. **Limits** - Details regarding dollar limits on each of the above options are available in the Human Resources Office.
5. **Claims Procedure** - Claims for reimbursement for medical reimbursement or dependent care should be made on the form prescribed by the Human Resources Office. Documentation is required with each claim.

6. **Plan Description** - A Summary Plan Description is available in the Human Resources Office giving complete details of this benefit.
XIII. HOLIDAYS AND LEAVE

A. Holidays

1. Full-Time Staff

   The usual business operations of JSU will be suspended in observation of certain regular state or national holidays as the President or his designee announces them. Those staff members who are entitled to a paid holiday will be excused on such days (or on a designated alternative day) without loss of pay.

   Services which must be carried on will be arranged for by the supervisor in charge, and personnel eligible for the holiday who must work will be given another day off in lieu of the holiday. When a holiday falls on an employee’s regular off day, an alternate day off will be arranged with the employee’s supervisor.

   An employee on official leave of absence without pay, or absent without leave, will not be paid for holidays falling during the leave period.

   In order to receive pay for a holiday (or a holiday period), an employee must be at work (or have a sufficient leave balance to cover) both the day before and the day after a holiday. Actual employment must exist both immediately before and after a holiday or holiday period in order to be compensated for such.

   A resignation effective immediately before, during, or after a holiday period will result in forfeiture of holiday pay. A service retiree as defined by the Teachers’ Retirement System, may retire during a holiday period and receive holiday pay through their date of retirement.

2. Part-Time and Temporary Staff

   Temporary employees (except temporary housekeepers) are not eligible for holiday pay. Temporary housekeepers will receive pro rata holiday pay provided they are at work both the day before and the day after the holiday.

   Part-time employees may receive holiday pay, depending upon the number of hours worked. Part-time employees expected to work 32 hours but less than 37.5 per week will earn holiday pay on a pro-rata basis. Part-time employees expected to
work 20 hours but less than 32 hours per week will also earn holiday pay on a pro-
ratia basis. Part-time employees working less than 20 hours per week are not eligible for holiday pay.

B. **Annual Leave** –

JSU recognizes the need for employees to have occasional days off for rest, vacation, and to take care of personal business. It is the intention of JSU to provide you with sufficient time each year to take care of these needs. You are expected and encouraged to take your annual leave within the specified time.

1. **Rate of Earning and Accumulation**

   Annual leave will be earned by all regular employees (including those serving their probationary period) as follows:

   a. **Regular, Full-time Staff**

<table>
<thead>
<tr>
<th>Yrs. of Continuous Service</th>
<th>Accumulation Rate</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 9</td>
<td>8 hrs. per month</td>
<td>192 hrs. or 24 days</td>
</tr>
<tr>
<td>9 through 19</td>
<td>10 hrs. per month</td>
<td>240 hrs. or 30 days</td>
</tr>
<tr>
<td>19 and over</td>
<td>12 hrs. per month</td>
<td>288 hrs. or 36 days</td>
</tr>
</tbody>
</table>

On August 31 of each year, each employee’s leave accumulation will be compared to the maximum allowable and any excess leave will be added to the employee’s sick leave accumulation. Annual leave must be earned before it can be taken. An employee shall earn leave in any pay period in which an employee is paid for a minimum of one-half of the pay period. All compensatory time shall be used before any absence is charged to annual leave. An employee with an annual leave balance **may not** choose to have pay withheld for an absence instead of charging the absence to annual leave. Leave cannot be advanced and must be approved by the supervisor prior to the requested leave period except to cover emergencies. Supervisors should maintain schedules of annual leave to be taken to facilitate departmental scheduling and to allow the employee advance notice if a particular time for leave cannot be granted. Employees must notify their supervisor as soon as their leave plans are known. The effective continuation of the normal work routine should be the primary factor for consideration. Annual
leave will be granted at the convenience of JSU. Annual leave may be used for sickness in lieu of sick leave; but sick leave may not be used in lieu of annual leave.

b. Part-Time and Temporary Staff – Temporary employees do not accrue annual leave. Part-time employees may accrue annual leave depending upon the number of hours worked. Part-time employees expected to work 32 hours but less than 37.5 per week will earn annual leave on a pro-rata basis. Part-time employees expected to work 20 hours but less than 32 hours per week will also earn annual leave on a pro-rata basis. Part-time employees who work less than 20 hours per week are not eligible for annual leave.

2. Taking of Annual Leave

For full-time employees, annual leave will be charged at the rate of eight (8) hours for a whole day, four (4) hours for a half-day, and hourly for absences of less than one-half day. If a holiday comes within a paid annual leave period, that day is counted as a holiday and not as annual leave. All fringe benefits continue while on a paid leave.

See Section D.5 for information on annual leave and separation from service.

C. Absence Reports

Absence reports are available in each department or from Human Resources. Leave balances and amount of leave taken will be reflected on each pay stub. Actual leave taken should be turned in each pay period.

Upon resignation with proper notice, an employee may receive payment for the annual leave balance, up to the maximum accumulation allowed.

If an employee is on annual leave and the university closes, the time during which the university is closed will not be charged to the employee’s annual leave.

D. Sick Leave

Sick leave is provided as a benefit to employees to help offset the loss of salary caused by short-term illness. Sick leave is a privilege, and its use should not be abused.

1. Rate of Earning and Accumulation
Sick leave will be accrued by all regular, full-time employees (including those serving their probationary period) at the rate of eight (8) hours per month. Temporary employees do not accrue sick leave. Part-time employees may accrue sick leave depending upon the number of hours worked. Part-time employees expected to work 32 hours but less than 37.5 per week will earn sick leave on a pro-rata basis. Part-time employees expected to work 20 hours but less than 32 hours per week will also earn sick leave on a pro-rata basis. Part-time employees working less than 20 hours per week are not eligible for sick leave.

Sick leave may be accumulated to an unlimited amount. The accumulated leave is to be used only for those reasons listed below.

a. Illness, injury, surgery of the employee, or childbirth by employee. This includes visits to a doctor or dentist.

b. Illness, injury, or surgery of an immediate family member. This includes visits to a doctor or dentist. Immediate family members include a legal spouse, child, parent of employee or spouse, brother, sister, or grandparent of employee. In cases of childbirth involving an immediate family member, employees may take up to forty (40) hours of sick leave.

c. Bereavement Leave - Bereavement leave may be allowed in circumstances involving death of immediate family member, as defined hereinabove. Bereavement leave will be charged to the employees sick leave account. In such cases the employee must file a written explanation of the circumstances along with the request for sick leave. Sick leave taken in case of death will be limited to three (3) workdays per case. Leave to attend funerals of persons other than those listed above will be charged to annual leave.

2. Taking of Sick Leave

For full-time employees, sick leave will be charged at the rate of eight (8) hours for a whole day, four (4) hours for a half-day, and hourly for absences of less than one-half day.

Sick leave may not be used for annual leave purposes. Absences exceeding sick leave balances will be charged first to annual leave, and any remaining absence will be charged to leave without pay.
Any employee becoming ill during annual leave may cancel their annual leave and use sick leave for the remaining period provided such employee notifies the appropriate supervisor at the onset of the illness and presents appropriate documentation (upon request) of such illness upon return to duty. Extensions of annual leave may be authorized at the convenience of JSU.

If a holiday comes within a paid sick leave period, that day is counted as a holiday and not as sick leave. All fringe benefits continue while on a paid leave.

The University reserves the right to require an employee to obtain a physician’s statement of employee’s or family member’s illness.

See Section D.5 for information on sick leave and separation from service.

3. **Sick Leave Donation**

In order to provide relief to individuals who have catastrophic illness or have a family member with catastrophic illness requiring the prolonged use of sick leave, a sick leave donation policy has been established.

a. Any employee who earns sick leave will be eligible to donate sick leave to any other employee who earns sick leave. No individual may donate leave, which reduces his/her balance to less than twelve days (96 hours).

b. The recipient of the sick leave must exhaust all of his/her accrued leave in order to be eligible to receive a sick leave donation.

c. Any employee with a sick leave balance may transfer accumulated sick leave to any other eligible employee by sending a written request to the Human Resources Office designating the recipient of the leave and the number of hours to be transferred. Once the leave has been transferred, it may not be reversed.

d. Sick leave will be transferred hour for hour without regard to the rate of pay of the individuals involved.

e. Sick leave donated may be used by the recipient for any circumstance for which sick leave is appropriate. See Section XII.C in the handbook for rules regarding the use of sick leave.

f. Terminating employees may transfer leave to someone in need or anticipated need within six months of termination date.
g. Sick leave may be donated to someone in another school system provided that system will accept the transfer.

4. Transfer of Sick Leave from a Previous Employer

Employees are allowed to transfer sick leave accumulations from certain employers to JSU. Sick leave eligible for transfer includes that which was earned while employed at an agency of the State of Alabama participating in either the State Teachers’ Retirement System of Alabama or the Employees’ Retirement System of Alabama. The accumulated sick leave balance standing to your credit when you left employment with a qualifying agency must be certified to the Office of Human Resources in order to obtain credit. The form for certifying sick leave transfer is available in Human Resources.

5. Sick and Annual Leave and Separation from Service

If you separate from service at JSU, whether by retirement or resignation, you may be paid for accumulated annual leave up to a maximum of two years’ accumulation. The employee will also have the option of requesting that all or part of any annual leave accumulation may be transferred to your sick leave balance and may be used for retirement credit with the Teachers’ Retirement System. (See also D.7) If you leave employment with JSU and later return to the University’s employment, annual leave cannot be restored. If an employee dies while in service and has annual leave in excess of the maximum accumulation, the deceased employee’s excess annual leave will be transferred to the sick leave balance. Sick leave does not have a cash value but may be used for additional retirement credit.

6. Absence Reports

Immediate supervisors should be notified as early as possible of absence or intention to be absent due to illness so that departmental schedules may be adjusted. Absence reports are available in each department or from Human Resources. Leave balances and amount of leave taken will be reflected on each pay stub. Actual leave taken should be turned in each pay period.
7. Retirement Credit

Upon termination of employment, an employee will not be paid for any accumulated sick leave. However, the Teachers’ Retirement System will allow unused sick leave to be counted as service credit for retirement purposes. (See also D.5) Contact Human Resources for current information on converting sick leave to retirement.

E. Parental Leave

Parental leave will be granted on the same basis as any other personal leave. Refer to sections on Leave of Absence and on Family and Medical Leave for additional information.

F. Maternity Leave

Leave will be granted for pregnancy, childbirth or related medical conditions on the same basis that leave for other types of medical or sick leave. Absences for pregnancy, childbirth or related medical conditions will be charged to accumulated sick leave in the same manner as any other medical condition.

This leave will normally begin when the mother’s physician states in writing that the mother is no longer able to work because of her condition and said writing is delivered to the Human Resources Office. A pregnant staff member is requested to notify her supervisor at her earliest convenience to better accommodate planning for her absence and return. The pregnant staff member is also advised to notify Human Resources of her plans so that she may be counseled on the benefits and requirements of this policy. Refer to sections on Leave of Absence and on Family and Medical Leave for additional information.

G. Leave of Absence

1. Leave of Absence (Without Pay) - Regular, full-time employees with a year or more of continuous service may request a leave of absence without pay. Except for medical and sick leave, employees are required to submit a formal request for leave of absence, with complete documentation to the supervisor at least one (1) month in advance of the beginning date. The effective inclusive dates of leave shall be included. All leaves of absence must be approved by appropriate authority and are subject to the approval of the President. A copy of the approved
request will be furnished the employee, and the original will be placed in the employee’s personnel file. Employees applying for a leave of absence should contact Human Resources concerning benefit status; leave balances, insurance coverage, etc. Insurance benefits may be continued while on a leave of absence, but the total cost of these benefits must be borne by the employee. (See Family and Medical Leave for exception to health insurance.)

Sick and annual leaves do not accrue during a leave of absence.

Employees returning from leave must report through Human Resources to the supervisor. Overstaying a leave without proper notification and approval or seeking and accepting other employment without previous authorization constitutes an automatic resignation and subsequent loss of benefits. Upon return from leave, the employee will be returned to the same or equivalent position with equivalent pay, benefits, and other employment terms.

An unpaid leave of absence may be granted for the following reasons:

a. **Educational Leave (Up to 12 months)** - Must be job related in that it leads to an advanced degree or increased job qualifications.

b. **Personal Leave (Up to 6 months)** - Must be for a justifiable reason and must not unduly interfere with normal University business.

c. **Child Care Leave (Up to 6 months)** - Must be for a justifiable reason and must not unduly interfere with normal university business. This unpaid leave is designed to be used for events that do not qualify for Family and Medical Leave coverage.

d. **Family and Medical Leave (Up to 12 weeks)** - See Family and Medical Leave section below.

d. **Special Leave (Up to 6 months)** - Will be granted in special cases when in the best interest of the University and the employee.

**H. Family and Medical Leave**

The Family and Medical Leave Act of 1993 provides for up to twelve (12) weeks of unpaid leave during a one year period for certain qualifying events. The one year period will be defined as twelve (12) months from the date the employee last began an approved Family and Medical Leave (FML).
To be eligible for FML, an employee must have worked for at least one year and for 1,250 hours during the previous twelve (12) months. Employees may apply for FML by completing an Application for Family Medical Leave form, and if the request is due to illness, a physician must complete a Health Care Provider Certification form. These are available in Human Resources.

Qualifying circumstances are employee’s serious illness; serious illness of employee’s spouse, child, or parent; birth, adoption or placement of a foster child. If both spouses are employed by JSU, both may take twelve weeks leave for the same qualifying event, e.g., birth of a child.

If the event is foreseeable, the request for leave must be made thirty (30) days prior to the event. If the event is not foreseeable, the leave must be requested as soon as possible after the qualifying event. When leave has been approved, the University may request periodic redocumentation of the need to continue leave. If the FML was for an employee’s illness, JSU may require that the employee provide a physician’s certificate stating that the employee is eligible to return to work.

All compensatory time and annual leave balances must be applied to FML. (Leave slips are to be processed in the usual manner.) The employee is responsible for making timely payments of their portion of health insurance as well as the full cost of life and disability insurance premiums after all compensatory and annual leave balances have expired. The employee must also make arrangements to handle personal payments normally made by payroll deduction. If the leave is for employee illness or illness of a family member covered by the sick leave policy, an employee may also choose to take sick leave during FML.

If approved for FML, health insurance benefits will continue during the approved period as they are normally paid. However, if an employee chooses not to return to employment at JSU at the end of the approved period, the employee will be required to repay health premiums to JSU for the entire period of unpaid FML.

Employees returning from Family Medical Leave must report through Human Resources to the supervisor. Upon return from leave, the employee will be returned to the same or equivalent position with equivalent pay, benefits, and other employment terms.
Overstaying a leave without previous authorization constitutes an automatic resignation and subsequent loss of benefits.

I. On-the-Job Injury Leave

JSU is not subject to the Worker’s Compensation Laws of Alabama. However, JSU provides certain benefits for job-related injuries.

On-the-job injuries requiring medical treatment are covered under the employee’s personal health insurance contract. Employees may file a claim with the State Board of Adjustment to be reimbursed for co-insurance, deductibles, and non-covered items. For information concerning a State Board of Adjustment claim, contact Human Resources.

Employees who are injured on the job may be entitled to paid leave, subject to the approval by the appropriate vice president, under the following conditions:

1. A doctor’s certification must be presented stating that the employee is not able to work as a result of the injury. The University reserves the right to seek a second opinion.

2. An application for On-the Job Injury leave must be completed. These are available in Human Resources.

3. On-the-Job Injury Leave will not be granted until the beginning of the sixth (6th) full workday; (i.e., at least five days of sick leave, annual leave, or compensatory time or leave without pay must be charged before On-the-Job Injury Leave will commence. Occasional leave following an injury, but prior to the extended absence, will not count toward the five day wait for benefits.)

4. The injury must have been incurred on the job. A verbal report to the supervisor following the injury is required, as well as a written accident report.

5. If the injury is incurred while engaged in “horse play” or an act contrary to University policy or federal, state, or local statute, On-the-Job Injury Leave will not be granted.

6. On-the-Job Injury Leave will continue until you are released by your doctor to return to work or when you are picked up on the long-term disability coverage, but in no case will On-the-Job Injury Leave exceed six months from the date of injury. A doctor may release an individual to return to light duty. If so, Jacksonville State University will attempt to make this accommodation.
Absences for follow-up treatments and exams related to this injury will be included in the On-the-Job Injury Leave, but only during the six-month period referenced above.

7. An employee absent from work under this policy must return to work when released to do so by his/her physician. In addition, the employee must present documentation from the physician that he/she is released to return to work. Overstaying a leave without proper notification and approval or seeking and accepting other employment without previous authorization constitutes an automatic resignation and subsequent loss of benefits.

J. Inclement Weather Leave

1. **Purpose** - It is the policy of Jacksonville State University to provide staff members pay continuity for absences which result from the partial operation of the University because of inclement weather conditions. This policy establishes procedures under which all classified employees will receive reasonable and equitable treatment for absences related to inclement weather and extreme weather conditions.

   It is the responsibility of vice presidents, division heads, deans, department heads, and supervisors to ensure that the provisions of this policy are reviewed and administered to all classified employees in a consistent manner.

2. **Policy** - Jacksonville State University is primarily a self-contained campus with a large number of residential students requiring a variety of support services, regardless of the weather. Therefore, the University does not completely close because of severe weather conditions.

3. **Essential Classified Positions** - Because the University never completely closes, some classified positions are described as being essential to maintain the necessary services of the University community. The vice presidents and division heads have identified these essential classified positions.

4. **Closing Decisions** - Decisions to close all non-essential university operations will be made by the President, or a designee. Should adverse weather conditions dictate that the University operates with only essential services provided, one of the following procedures is used to activate the policy.
a. **Adverse Weather Conditions from 8:00 a.m. to 5:00 p.m.** - When a drastic change in weather conditions occurs from 8:00 a.m. to 5:00 p.m., the campus Director of Public Safety gathers data from the Physical Plant staff members, the state and local police, and local weather reports. This information is presented to the Vice President for Administrative and Business Affairs (VPABA). The VPABA recommends appropriate action to the President, who may decide to activate the inclement weather policy. If activated, the VPABA notifies the Vice President for Institutional Advancement (VPIA), who in turn notifies the radio stations. The VPABA notifies the campus police supervisor on duty who in turn notifies each vice president and division head.

b. **Adverse Weather Conditions from 5:00 p.m. to 11:00 p.m.** - Essentially the same procedure as outlined above in a. is followed from 5:00 p.m. to 11:00 p.m. The major difference is that the campus police on duty gather the necessary information and relay it to the Director of Public Safety. The Director of Public Safety informs the Vice President for Administrative and Business Affairs of the weather conditions. The VPABA, in turn, contacts the President with a recommendation. If a decision to activate the policy is made, the President notifies the VPIA who in turn notifies radio stations with the decision.

c. **Adverse Weather Conditions from 11:00 p.m. to 8:00 a.m.** - The campus police on duty monitor the weather conditions throughout the night. Should weather conditions worsen, information is gathered from state and local police as well as area weather reports. If the information indicates continued severe weather conditions, the campus police supervisor on duty contacts the Director of Public Safety by 5:00 a.m. The Director of Public Safety contacts the Vice President for Administrative and Business Affairs by 5:15 a.m., relaying the information collected by the security members on duty. The VPABA contacts the President by 5:30 a.m. making a recommendation. If the President decides to activate the inclement weather policy, he contacts the
Vice President for Institutional Advancement. The VPIA notifies radio stations by 6:00 a.m. requesting the announcement that only essential classified employees need report to work for the day.

5. **Information Responsibility** - When the policy is activated, the University Telephone Center will operate. Inquiries about the interruption of operations, class meetings, scheduled activities, and other events will be referred to the campus police.

6. **All Day Closings** - Classified employees absent due to an authorized closing for an entire shift will be paid for such absence. To qualify for payment, employees must work the scheduled day before and after closing, or work either of such days and be on approved leave with or without pay for the other day. Employees absent both days and not otherwise qualifying may apply accumulated leave as appropriate to the day of closing.

7. **Partial Shift Closings** - When inclement weather conditions result in authorized changes in the work schedule, such as late openings or early closings, employees will be paid for such authorized absences. To qualify for payment, employees must work all or part of the work schedule not affected by the authorized change.

8. **Transportation Difficulties** - When inclement weather conditions create transportation difficulties that result in late arrival of classified employees to work, such lost time, up to an hour, will not be applied to leave absences. If, because of inclement weather, certain employees desire to leave the University before their normal work shift is complete, they may do so with the approval of their immediate supervisor and with the understanding that the remaining scheduled hours of work will be charged against earned annual leave or compensatory leave.

9. **Others Conditions** - Employees other than essential personnel who report to work during periods of authorized closing as a result of not having heard a closing announcement shall not normally be credited with compensatory leave except in extenuating circumstances and upon the approval of the President. Employees whose scheduled rest day falls on a day when the University is closed due to inclement weather will not be credited with compensatory leave.
K. **Jury Duty/Court Attendance**

If you are called to serve as a juror or subpoenaed as a witness, you will be granted administrative leave with pay. You may retain jury or witness fees. Leave with pay will not be granted for court attendance if you are a party to the litigation which requires you to be absent from work.

L. **Voting Privileges**

Employees are expected and encouraged to vote; however, this should be done on the employee’s own time. If your voting place is such a distance from your assigned work location as to preclude you from voting outside working hours, you may be authorized up to two (2) hours of leave with pay to vote. A request for such leave should be made in advance to your supervisor.

M. **Meetings**

In cases where it is deemed by the Administration to be beneficial to the University, you may be granted paid leave to attend such professional meetings or conferences as may contribute to the effectiveness of your employment.

N. **Short-term Military Training**

Leave with pay will apply for annual field training or other active duty training exercises upon presentation of a copy of military orders. Such leave will not exceed twenty-one (21) days within one calendar year, except that when ordered to National Guard duty by the State or Federal Government, leave with pay will be granted up to twenty-one (21) days per occurrence. If you join the military service, you will not be entitled to any paid leave (other than accumulated compensatory time or annual leave). You will be granted leave with pay to appear for a physical examination for induction into the military service upon presentation of a copy of the orders.

O. **Absence from Duty**

If an employee expects to be absent from work for ANY REASON, the supervisor should be notified in advance. The supervisor will make the most suitable disposition of the work ordinarily done by the employee, and more importantly, work can be distributed so that it will not cause undue hardship on fellow employees. If the employee is absent unexpectedly, the supervisor should be notified as soon as possible. Any employee on leave without permission of the supervisor, or without a satisfactory explanation upon
returning to work is deemed to be on unauthorized leave without pay. The employee may also be subject to disciplinary action including possible suspension without pay for one (1) to three (3) working days or discharge with forfeiture of any benefits. While any period of absence or unauthorized leave may call for disciplinary action, three (3) consecutive working days of absence without notice or satisfactory explanation will be accepted as a resignation and a forfeiture of any accumulated benefits.

An absence form MUST be completed for ANY time an employee is off the job, regardless of whether the employee is classified as EXEMPT or NON-EXEMPT. Violation of this regulation may subject the employee to disciplinary action.

P. Job Abandonment

While any period of absence or unauthorized leave may call for disciplinary action, three consecutive working days of absence without notice or satisfactory explanation will be accepted as a resignation and a forfeiture of any accumulated benefits.
A. **Resignation**

1. **With Notice** – Non-exempt staff resigning their positions are expected to provide a two-week notice of their intent to leave. Exempt staff are expected to provide a one-month notice of their intent to resign. If an employee resigns with proper notice, the employee will be entitled to pay for annual leave accrued, provided he/she has at least six months service. Employees are encouraged to consult the Human Resources Office prior to resignation for a full explanation of separation procedures, handling of benefits, etc.

2. **Without Notice** – If you resign or quit without minimum notice, all accrued leave will be forfeited and this action will become part of your employment record. Your supervisor may waive minimum notice. However, the next level supervisor must approve annual leave payoff.

B. **Reduction in Labor Force**

   From time to time it may become necessary to reduce the labor force at JSU. When this situation occurs, layoffs may be necessary and JSU will give as much notice as possible.

C. **Discharge**

   As an integral member of the Jacksonville State University team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business and your personal life you refrain from any behavior that might be harmful to you, your co-workers, and/or Jacksonville State University, or that might be viewed unfavorably by the public.

   Whether you are on or off duty, your conduct reflects on Jacksonville State University. You are, consequently encouraged to observe the highest standards of professionalism at all times.
Immediate suspension and discharge without notice may be affected by your immediate supervisor for neglect of job responsibilities or violations of departmental or JSU regulations. Give below is a list reflecting certain types of behavior which the University considers inappropriate and which could lead to disciplinary action up to and including discharge. The list should not be viewed as all inclusive and only reflects certain behaviors and conduct which could lead to discharge without warning or notice. The list includes, but is not limited to, the following:

1. Possession, use, transmission, or to be under the influence of any narcotic, hallucinogenic drug, barbiturate, alcoholic beverage or intoxicant of any kind while in JSU property or reporting to work under the influence of intoxicants or non-prescribed prescription drugs.

2. Insubordination – This may include repeated and/or intentional defiance of any valid authority.

3. Damaging institutional property, stealing or attempting to steal JSU property or the property of a student or another employee.

4. Causing, or attempting to cause, the physical injury of another, endangering the safety of others through negligence, pranks, or horseplay.

5. Dishonesty, lying to a supervisor or university administrator, or falsifying university records including, but not limited to, employment applications or resumes, insurance claims, times sheets, leave reports, human resources or student records, etc.

6. Possession or transmission of firearms, knives, explosives or other dangerous objects to or at work.

7. Sexual misconduct or violation of JSU policy regarding nondiscrimination and/or sexual harassment.

8. Falsifying employment or other Jacksonville State University records.

9. Soliciting or accepting bribes.

10. Excessive absenteeism or tardiness.

11. Unauthorized use of Jacksonville State University’s supplies, particularly for personal purposes.

12. Disregarding safety or security regulations.
13. Failing to maintain confidentiality of information relating to Jacksonville State University, its financial, student or employee matters.

14. Use of abusive or objectionable language or conduct of any nature which is detrimental to the reputation or purposes of JSU.

15. Job abandonment, which is defined as three consecutive working days of absence without notice or satisfactory explanation.

If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of Jacksonville State University, based on violations either of the above or any other Jacksonville State University policies, rules, or regulations, you will be subject to disciplinary action, up to and including dismissal.

If your immediate supervisor requests your discharge, your case will be referred to the next level of supervision and your discharge may be recommended and/or effective immediately. If you are discharged, you may not be entitled to accrued annual leave, and this action will become part of your employment record.

D. Dismissal

Dismissal may be effected by your supervisor for reasons, which include, but which may be not limited to, incompetence or inability to perform the prescribed work satisfactorily. In such case, you will generally be given two weeks notice prior to termination and will be entitled to any accrued benefits.

E. Retirement

1. Service Retirement – Employees anticipating service retirement should give written notice through their immediately supervisor to Human Resources. It is advised that you allow a minimum of three months for this process. Contact Human Resources regarding pre-retirement planning and options available that will assist you in setting your retirement date.

2. Disability – Disabilities that last for a period greater than six (6) months may qualify an employee for disability retirement benefits. (Contact Human Resources for details.)

F. Exit Interview

All employees leaving JSU, whether resigning, retiring, discharged or being dismissed, must process out with their supervisor and Human Resources by completing
an Employee Separation Checklist. This procedure allows the employee to discuss matters pertinent to the separation, such as extension of benefits, handling of final paycheck, return of University property, forwarding addresses, disposition of leave and related matters. The employee will not receive his/her final payment until the exit interview is completed.
XV. GRIEVANCE PROCEDURE

The University wishes to quickly resolve any disagreement which may arise between employees and supervisors. This grievance procedure is published to provide that each side may be heard and considered in the event of a dispute. As is stated in Section VIII.B.1, this procedure is not available to probationary employees, except for charges of unlawful discrimination.

A. **Discussion Stage** - The first step in the Grievance Procedure is to discuss your complaint with your supervisor within two (2) working days after the occurrence of the action leading to the complaint or after the grievant knows or should have known of the occurrence of the action. It is anticipated that most problems should be resolved at this point.

B. **Written Grievance Procedure**

1. If your complaint is not resolved in the discussion with your immediate supervisor, you may file a written complaint (a “grievance”) with your supervisor within three (3) working days after your conference. A copy of the grievance should be delivered to the Director of Human Resources. The supervisor must give you a written decision on the grievance within three (3) working days after receipt of your complaint. A copy of the supervisor’s written decision should be delivered to the Director of Human Resources.

2. If your immediate supervisor does not resolve your complaint, you may file a written complaint with the next highest level supervisor. The written appeal process must be repeated at each appropriate supervisory level indicated in the schedule below until the grievance is resolved.
Immediate Supervisor  3 workdays  3 workdays

Next Level Supervisor
(Department Head, Director,
Manager, etc.)  3 workdays  3 workdays

Next Level Supervisor
(Dean or Director Reporting
to Vice President)  3 workdays  3 workdays

Next Level Supervisor
(Vice President or
President)  3 workdays  3 workdays

Human Resources Office  5 workdays  (See “3” below)

3. If the matter has not been resolved at this stage, you may present your written complaint to the Human Resources Office and request that it be heard by a Grievance Committee. This request must be made within five (5) working days after receipt of the Vice President’s decision. A Grievance Committee consisting of three university employees appointed by the President will have a conference to review the written complaint. The Director of Human Resources will serve as an ex-officio, non-voting member of the Grievance Committee. You may have another JSU employee of your choice appear with you before the Grievance Committee, if you wish.
No outside representatives will be allowed to participate in the grievance process. Any evidence, exhibit or document offered, introduced to, or offered to the Committee by any person will become the property of the University and will be delivered to Human Resources. The University may choose to tape record interviews or meetings at the University’s discretion. All such recordings become the property of the University and will be delivered to the Director of Human Resources. The Grievance Committee is an administrative process designed to allow both sides to be heard. It is not a legal process with formal rules of evidence or other practices.

The Grievance Committee will provide a written copy of its findings and recommendations to the employee asserting the grievance, the President, the Director of Human Resources, and all parties involved in the grievance within thirty (30) working days from the date the Committee is appointed (unless a longer time is mutually agreed to in writing by the employee asserting the grievance and the Grievance Committee).

The President will review the Committee findings and recommendations and enter a decision on the grievance. The decision of the President will be final. All parties to the grievance are urged to consider reconciliation and settlement at each step of the grievance procedure. All reconciliation/settlement arrangements must be reported to the Director of Human Resources and acknowledged by all parties to the grievance.
XVI. MISCELLANEOUS TOPICS

A. Employee Recognition and Service Awards

Each year in December, the President hosts an annual Employee Awards Luncheon. This is the President’s opportunity to recognize staff members for their contribution to the University. At the luncheon, service pins are given to employees who have reached certain landmarks in their employment with the University.

B. Nepotism

The hiring of a relative is prohibited if the employment of an individual would result in a direct supervisor/subordinate relationship. Generally, this bars the hiring of, or employment of, an employee’s relatives in any position that has a review, evaluation or control relationship to the employee’s job. Relatives include spouse, parent, child, sibling, in-law, grandparents, grandchildren, aunt, uncle, cousin, or step-relative.

Also, the University reserves the right to refuse employment to an individual in the same unit wherein his/her relationship to a current employee has the potential for an adverse impact on supervision, safety, security, morale or conflict of interest.

Should a personal or family relationship develop during employment, both parties may retain their positions, unless a direct supervisory relationship results.

C. JSU Health Clinic

The Health Clinic is available to regular part-time and full-time employees of the University. Employees may receive certain basic medical treatment and tests for nominal costs. Since physicians are not on duty at all times, employees are encouraged to call for an appointment.

D. Parking and Vehicle Registration

JSU, like other institutions, has traffic problems that necessitate regulations for your convenience and safety. All vehicles that will be operated and parked on the campus must be registered with the University police on the first day of employment. After paying a registration fee, you will receive a decal
that should be displayed in your vehicle. You will also receive a copy of the traffic regulations. Please read and observe them to assure orderly flow of traffic and convenient parking for all.

E. Human Resources and Related Forms

In addition to listing employment opportunities, the Human Resources web site lists most of the forms needed for various personnel actions, e.g., changing deductions, direct deposit, changing TIAA/CREF contributions, etc., as well as forms for various employment actions. The web address is http://www.jsu.edu/depart/hrforms.html.

F. Indebtedness Complaints

JSU expects its employees to conduct their affairs in good faith and to honor their just debts. It is the policy of JSU to avoid official involvement in the personal affairs of its staff members. However, if there are repeated instances of debt payment default after counseling with the employee, JSU will consider that to be sufficient grounds to terminate the employee for cause.

G. Political Activity

Staff members will not actively participate in any political activity in their capacity as employees or representative of JSU.
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