

# Arkansas State University

System



## Staff Handbook



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# Welcome to Arkansas State University

This handbook has been prepared to introduce you to employment in the Arkansas State University System (ASU). Please read this handbook carefully. One of your first responsibilities is to be familiar with its contents. This handbook outlines ASU's System policies and campus operating procedures; however, it is impossible to anticipate every employment situation which may arise. This manual is only a summary, so please review the System web page for policies and your campus web page for operating procedures or contact your supervisor or your Human Resources Department if you have any questions.

This handbook does not constitute a contract for employment with Arkansas State University, either express or implied, and Arkansas State University reserves the right at any time to change, delete, or add to any of the provisions at its sole discretion without notice. Furthermore, the provisions of this handbook are designed by Arkansas State University to serve as guidelines rather than absolute rules. Exceptions may be made from time to time on the basis of particular circumstances. If at any time you have questions regarding your employment, please contact your supervisor or your Human Resources Department.

Employment at Arkansas State University is at-will. Either you or ASU may terminate the employment relationship at any time, with or without cause and with or without notice. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by university employees or set forth in any documents.

This employee handbook supersedes all previous employee handbooks and management memos which may have been issued on subjects covered herein. In the event of a change in any law, regulation, or System Policy cited in this handbook, the current law or policy will be automatically substituted and applied. The System Staff Handbook applies to both Classified and Non-classified employees.

## Mission Statements

**Arkansas State University System.** The mission of the ASU System is to contribute to the educational, cultural, and economic advancement of Arkansas by providing quality general undergraduate education and specialized programs leading to certificate, associate, baccalaureate, masters, professional, and doctoral degrees; by encouraging the pursuit of research, scholarly inquiry, and creative activity; and by bringing these intellectual resources together to develop the economy of the state and the education of its citizens throughout their lives.

Each component of the Arkansas State University System will be characterized by:

- A supportive learning environment; personal development, leadership, and service opportunities; and facilities, technologies and support necessary to meet the needs of students, faculty, and staff;
- Racial, ethnic, gender and cultural diversity in the faculty, staff, and student body, supported by practices and programs that embody the ideals of an open, democratic, and global society;
- Instructional technologies, student support services, and on-line and distance education to advance the purposes of teaching and learning; and
- A commitment to sharing human, physical, information, and other resources among system components, and with state agencies, schools and higher education institutions, to expand and enhance programs and services available to the citizens of Arkansas.

Arkansas State University-Jonesboro. Arkansas State University-Jonesboro *educates* leaders, *enhances* intellectual growth, and *enriches* lives. (ASU = e<sup>3</sup>)

**Core Values** - Arkansas State University-Jonesboro values the following as central to our success:

- **Student-Centered:** We are committed to education, inquiry and service in order to meet students' changing needs. We foster lifelong learning, civic and social responsibility, leadership, and individual and career growth
- **Learning-Centered:** We nurture intellectual flexibility, knowledge and skills by integrating teaching, research, assessment and learning to promote continuous improvement of our scholarly community.
- **Excellence:** We pursue excellence within the campus community through opportunities for achievement in teaching, research, scholarship, creative activity and service.
- **Diversity:** We embrace diversity in all of its dimensions realizing that mutual respect for individuality and the inclusion of all are vital for both personal and institutional success.
- **Service:** We support and recognize service at all levels of the university. We strive to contribute to the benefit of the university, the Delta, the state, the nation and the world.
- **Integrity:** We hold high standards of character and integrity as the foundations upon which the University is built.

**Vision** - Arkansas State University-Jonesboro aspires to be an academic leader recognized for innovation and quality in teaching and learning, international standing in strategic research areas, and commitment to outreach and service to the Delta and beyond.

**Arkansas State University-Beebe.** The mission of Arkansas State University-Beebe is *"Transforming lives through quality learning experiences."*

Its core values are the following IDEAS:

- **Integrity:** We value integrity by having honesty and truthfulness in the consistency of our actions, methods, and principles.
- **Diversity and Global Awareness:** We value diversity and global awareness by assisting our students and employees to increase their exposure in and understanding of our diverse local, state, and global societies and their impact on cultural and economic well-being.
- **Excellence:** We value continuous improvement and strive for excellence by accomplishing our tasks with distinction.
- **Access:** We value access to educational opportunities by providing multiple locations and diverse programs and delivery methods.
- **Student-centered:** We value a student-centered culture by focusing on the needs, abilities, interests, and education of our students as our highest priority.

**Arkansas State University-Mountain Home.** The mission of Arkansas State University-Mountain Home is to LEAD through educational opportunities as follows:

- Lifelong learning;
- Enhanced Quality of Life;
- Academic Accessibility; and
- Diverse Experiences.

**Arkansas State University-Newport.** The mission of Arkansas State University-Newport is to provide:

- Integrity of Programs and Services;
- Affordable Life Long Learning; and
- Enhanced Quality of Life,

In the Diverse Community we serve.

## **EMPLOYMENT OVERVIEW**

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of Arkansas State University to provide equal employment opportunity to all qualified persons; to prohibit discrimination against any employee or applicant for employment because of race, color, ancestry, religion, gender, age, disability, genetic information, national origin, status as a veteran or other status protected by law; and to promote the full realization of equal employment opportunity through a positive continuing program of affirmative action.

It is the responsibility of all departments and all personnel, supervisory and non-supervisory, to see that this policy is implemented throughout the university.

### **AFFIRMATIVE ACTION POLICY**

ASU is committed to the goal of equal opportunity for all. This policy is adopted by the Arkansas State University Board of Trustees.

All personnel responsible for hiring employees and recruiting students share a responsibility to support the university's equal opportunity and affirmative action program and to provide leadership in achieving its goals.

### **DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of Arkansas State University to maintain an educational and working environment which is free from the influence of unlawful drugs and alcohol in compliance with the Drug Free Schools and Communities Act and the Drug-Free Workplace Act. Therefore, it is the policy of Arkansas State University that the unlawful manufacture, distribution, dispensing, possession, or use, of a controlled substance /or alcohol on any property owned or maintained by Arkansas State University or as a part of any university activity is strictly prohibited.

Individuals who violate this policy will be subject to a number of sanctions imposed both by the university and by the state and federal criminal justice systems, including termination of employment.

In addition to any sanctions and/or disciplinary action which may be taken by the university, the university may refer violations to the appropriate legal authorities for criminal prosecution.

## **SECTION 504 OF THE REHABILITATION ACT AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT**

ASU is committed to complying with all applicable provisions of the Rehabilitation Act and the Americans with Disabilities Act which prohibit discrimination against qualified individuals with disabilities on the basis of disability in all programs, activities, and services of public entities. ASU will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, ASU will provide reasonable accommodations to a qualified individual with a disability, who has made ASU aware of his or her disability, provided that such accommodation does not constitute an undue hardship on ASU. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or their Human Resources Department. ASU encourages individuals with disabilities to come forward and request reasonable accommodation.

## **TITLE IX OF EDUCATION AMENDMENTS**

Title IX is a comprehensive federal law that prohibits discrimination on the basis of sex in any federally funded education program or activity.

Title IX benefits both males and females, and is at the heart of efforts to create gender equitable schools. The law requires educational institutions to maintain policies, practices and programs that do not discriminate against anyone based on sex. Under this law, males and females are expected to receive fair and equitable treatment in all areas of public schooling including recruitment, admissions, educational programs, and activities, course offerings and access, counseling, financial aid, employment assistance, facilities and housing, health and insurance benefits, marital and parental status, scholarships, sexual, discrimination and athletics. Arkansas State University has designated a Title IX coordinator for each campus. Any incidence of sexual discrimination including sexual harassment or sexual violence should be reported to the Title IX coordinator who will take prompt action to secure a full and equitable review. In the event the sexual discrimination allegation is against the Title IX coordinator, the report should be made to the Office of University Counsel.

## **AGE DISCRIMINATION IN EMPLOYMENT ACT**

The Age Discrimination in Employment Act (ADEA) protects individuals who are 40 years of age and older from employment discrimination based on age. The ADEA's protections apply to both employees and applicants. Under the ADEA, it is unlawful to discriminate against a person because of age with respect to any term, condition, or privilege of employment including, but not being limited to, hiring, firing, promotion, layoff, compensation, benefits, job assignments, and training.

## **SEXUAL DISCRIMINATION**

Arkansas State University is committed to providing an educational and work environment for its students, faculty, and staff that is free from sexual discrimination including sexual harassment, sexual assault, and sexual violence. No form of sexual discrimination will be tolerated.

Sexual Harassment is defined as unwelcome gender-based verbal or physical conduct that is severe, persistent or pervasive and occurs when:

1. Submission to, or toleration of, such conduct is made a term or condition of instruction, employment, or participation in other university activities;
2. Submission to, or rejection of, such conduct is used as a basis for employment or education decisions affecting the individual; or
3. Such conduct has the effect of unreasonably interfering with an individual's education or employment performance or creating an intimidating, hostile, or offensive university environment.

Sexual assault occurs when a person is subjected to an unwanted sexual act by force or threat without consent. Sexual violence includes sexual assault but may also consist of an attempt to obtain a sexual act or sexual advances using coercion which do not result in a completed sexual act. Sexual acts occur without consent when they are perpetrated against a person's will or where a person is incapable of giving consent due to minority, intellectual impairment, or use of mind altering substances such as drugs or alcohol.

Supervisors and staff members must recognize that their positions necessarily embody unequal power relationships with their subordinates and students. Because of the inherent power differences in these relationships, the potential exists for the less powerful to perceive a coercive element in suggestions relative to activities outside those appropriate to the professional relationship. It is the responsibility of supervisors and staff members to behave in such a manner that their words or actions cannot reasonably be perceived as coercive.

Each campus has a Title IX Coordinator who is charged with investigating allegations of sexual discrimination including sexual harassment, sexual assault, and sexual violence. Employees with supervisory responsibilities and university police personnel must report incidents of sexual discrimination either observed by them or reported to them to the Title IX Coordinator who will conduct an immediate, thorough, and objective investigation of all claims. If discrimination or harassment has occurred, appropriate remedial action commensurate with the severity of the offense will be taken up to and including termination. All reports, complaints, and investigations are treated with discretion and confidentiality is maintained to the extent allowed by law.

The University reserves the right to take whatever measures it deems necessary in response to an allegation of sexual discrimination in order to protect individuals' rights and personal safety. Such measures include, but are not limited to, modification of campus living or employment arrangements, interim suspensions from campus, leave with or without pay, and reporting the matter to law enforcement.

## **RETALIATORY ACTION PROHIBITED**

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by law and Arkansas State University. Any employee who needs further explanation or who believes he or she has been retaliated against should contact his or her Human Resources Department.

## **NURSING MOTHERS**

Arkansas State University complies with the Nursing Mother Amendment to the Fair Labor Standards Act which provides for unpaid breaks to express breast milk. Please see your Human Resources Department for further information.

## **EMPLOYMENT OF RELATIVES (Nepotism)**

Relatives may be employed in the same or different departments within the university, and employment opportunities are offered to spouses or other relatives on a competitive basis unless prohibited by law or regulation. To avoid potential or perceived conflicts of interest that may arise when an employee participates formally or informally in decisions to hire, retain, promote, or determine the salary of a related person, the university has adopted the following System Policy:

No employee will have any direct or indirect supervision or direction over any employee to whom they are related by marriage or blood.

No employee will participate in any peer judgment or administrative review of any employee to whom they are related by marriage or blood.

In some extraordinary and narrowly limited circumstances it may be in the best interest of the System to allow an employee to hold a supervisory position notwithstanding the concurrent employment of a spouse or relative. In such cases, appointment to such a position is only available upon the prior recommendation of the president of the System and approval of the Board of Trustees. In such cases, with input from others within the unit, the chancellor and the administrative head of the campus or service area shall develop written procedures to protect the employees involved, and the System, from the appearance of bias, prejudice or favoritism.

“Employee” means a person whose employment is not seasonal or temporary and whose actual performance of duty requires fifteen hundred (1500) or more hours during the fiscal year.

“Supervisory employee” means any individual having authority in the interest of the university to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees of the university; or the responsibility to direct other employees of the university, to adjust their grievances, or to effectively recommend an action if the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

## **SMOKE-FREE ENVIRONMENT**

Pursuant to Arkansas law, smoking is prohibited on all university property including buildings, grounds, and vehicles. Any person convicted of violating the smoking prohibition shall be punished by a fine. Repeated violations may result in disciplinary action. Some System campuses are completely tobacco free. Please contact your Human Resources Department for information governing tobacco use on your campus.

# **EMPLOYMENT STATUS**

## **HIRING PROCEDURES**

Each person seeking employment with the university shall file an application for employment with the Human Resources Department.

Pre-employment testing may be required in cases where necessary to determine minimum qualifications. Test results will be made available as necessary to department heads and/or supervisors.

During the interview process, each applicant will be required to complete (1) an Employee Disclosure and Certification form, and (2) an Employee Disclosure Requirements Notice in accordance with law or regulation.

These forms must be approved by the Human Resources Department. No offer of employment may be made prior to this approval process.

To be considered for employment with the university, a person must meet any minimum age limitations required by law. For example, employees must be at least 18 years old if employed in a hazardous occupation and 21 years of age if employed as an officer in the University Police Department.

Background checks will be performed as directed by university policy.

## **JOB CLASSIFICATION**

Staff employees are described as “classified employees” or “non-classified employees”. Classified employees under state law are assigned to a class and pay grade with others having similar duties and responsibilities. A class may be divided into several levels.

For positions that are classified by the state, the classification is determined by the Office of Personnel Management with the help of the university's Human Resources Department and the departments concerned, subject to state laws. Each classified position will have a state job specification which outlines basic duties and minimum qualifications for the position. Non-classified positions have individually developed job descriptions. Non-classified employees are not assigned to a pay grade but instead are assigned a job title with a maximum salary limit. Actual pay for non-classified employees is set by each campus based on the qualifications of the employee and the budget of the campus.

This System Staff Handbook applies to both Classified and Non-classified employees.

## **BENEFIT ELIGIBILITY**

Employees appointed on a regular full-time basis may participate in university benefit programs. Employees appointed for regular one-half time (20 hours a week) or more participate proportionately in vacation, sick leave and retirement. Such employees are eligible for insurance coverage.

Employees who are employed on a temporary or temporary part-time basis are not eligible for benefits.

Extra help employees of the university may not exceed fifteen hundred (1500) hours per fiscal year.

## **CAREER SERVICE RECOGNITION**

Employees become eligible to receive yearly career service recognition payments on their career service credit date. Employees who have received career service payments in the previous biennium shall receive payments on their career service credit date or their increase eligibility date, whichever occurs first within the fiscal year so long as sufficient funds are available for such purpose. Payments to non-classified employees shall be made on the anniversary of the employee's latest hire date.

## **PERFORMANCE EVALUATION**

Some campuses conduct performance evaluations for new hires. All employees are evaluated annually by May 1. The evaluation process should be an opportunity for supervisors and employees to review specific information on performance, to determine what priorities for performance should be, and to set future goals for development. Your Department of Human Resources or your supervisor can provide specific information on the performance review process.

## **CHANGE IN STATUS**

A change in status occurs when an employee receives a promotion, a demotion, a reclassification, or a transfer. During the first six months in any position, an employee is not eligible for transfers to other positions on any campus.

In the event of a change in status, the employee's accrued annual leave and sick leave are transferred and will become the obligation of the department to which the employee is transferred. When transferring to a position that is not eligible for annual and/or sick leave, the employee may not use such leave in the new position. Employees who terminate their employment with ASU and are rehired may be eligible for reinstatement of benefits. See your Human Resources Department for further information.

## **PERSONNEL RECORDS CHANGE**

Your Human Resources Department maintains complete and permanent records on each employee and uses this information for official purposes. Employees are responsible for notifying their supervisor and their Human Resources Department of changes in name, address, telephone number, dependent status, change in number of dependents for tax withholding purposes, and other personnel changes. Employees may make an appointment with their Human Resources Department representative to review information contained in their personnel file. Information in personnel files shall remain confidential and may be only reviewed by the employee, supervisor, hiring supervisor, appropriate Human Resources personnel, or other appropriate university employees unless required to be disclosed by law.

## **EMPLOYMENT AT ANOTHER STATE AGENCY**

A university employee may accept employment from another state agency provided the individual's combined salaries do not exceed the line-item maximum salary for which the individual is eligible at the primary agency of employment and provided appropriate approval is given.

The secondary employing agency must submit a Concurrent Employment Request for State approval by preparing the initial part of the form, then it must be submitted to the primary employing agency. The primary employing agency completes the remaining portion of the form, then must submit it to the State for approval. Approval for a non-faculty employee must be approved by the campus Human Resources Department.

The Chief Fiscal Officer of the Arkansas Department of Finance and Administration approves the completed Concurrent Employment Request and notifies both agencies.

## **CONFLICT OF INTEREST**

All full-time employees of Arkansas State University are required to complete a written form annually to disclose any participation in activities outside the university which could constitute a conflict of interest or conflict of commitment. Your supervisor will provide this disclosure form. If you have questions regarding conflicts of interest, please contact your Human Resources Department.

## **STATE AGENCY TRANSFERS**

When an employee transfers between state agencies and/or institutions of higher education, the employee's accrued leave must be accepted by the receiving agency. Upon transfer, the employee should begin accrual at the receiving agency's accrual rate.

Classified employees who transfer between state agencies and/or institutions of higher education may be

compensated in accordance with the university's Classification and Compensation Act as though the transfer or rehire was from that same act.

## **RECORDING ETHICS**

Arkansas State University does not permit the recording of conversation surreptitiously. The concealed recording of conversations among administrators, faculty, students, or staff constitutes grounds for dismissal.

## **SOCIAL MEDIA**

Arkansas State University recognizes the value of using social media to advance the interests of the System. Employee use of social media must comply with the System Appropriate Use of Information & Technology Resources Policy.

## **PERSONAL CONDUCT**

Employees should always conduct themselves in the workplace so as to promote the orderly and efficient operation of the university. Violations shall be regarded as cause for disciplinary action, up to and including discharge. Discharge may result from an accumulation of minor infractions as well as for a single serious infraction. Except for employees having written contracts, employment at ASU is always at-will, meaning an employee may be terminated at any time with or without cause and with or without notice.

Any employee may be subject to immediate dismissal and may not be considered eligible for reemployment for dishonesty, insubordination, incompetence, violence, unprofessional conduct, or other unacceptable behavior.

In the event termination is necessary, the supervisor should review all information regarding the termination with the Human Resources Department, prior to action.

## **BEHAVIORS THAT MAY RESULT IN DISCIPLINARY ACTION**

Employees are prohibited from engaging in conduct listed below and may receive discipline up to and including termination for such behavior. This list has been established to serve as examples of behavior that could warrant a range of disciplinary sanctions and is not exclusive. Appropriate levels of discipline may be based on the severity of employee behavior.

- Violating any System Policy set by the Board of Trustees or any operating procedure, rule, regulation, or guideline established by a campus;
- Displaying disrespectful and/or inappropriate behaviors toward a student, employee, or supervisor;
- Refusing to do assigned work or failing to carry out the reasonable assignment of a manager, supervisor, or department head;
- Being inattentive to duty, including sleeping on the job;
- Falsifying a time card or other university record or giving false information to anyone whose duty is to make such record;
- Smoking on any university property including building, grounds, and vehicles;
- Operating state-owned vehicles, equipment or private vehicles on state business without proper license or operating any vehicle on university property or on university business in an unsafe or improper manner;
- Possessing an unauthorized weapon, firearm, or explosive on university property;

- Appropriating state or student equipment, time, or resources for personal use or gain;
- Computer abuse, including but not being limited to, misuse of computer accounts, unauthorized destruction of files, creating illegal accounts, possession of unauthorized passwords, disruptive behavior on the computer and non-work related utilization of computer software or hardware;
  - Misusing or willfully neglecting university property, funds, materials, equipment or supplies;
  - Fighting, engaging in horseplay or acting in any manner which endangers the safety of oneself or others. This includes acts of violence as well as threats of violence;
  - Interfering in any way with the work of others;
  - Stealing or possessing without authority any equipment, tools, materials, or other property of the university or attempting to remove them from the premises without approval or permission from the appropriate authority;
- Sexual Harassment including, but not being limited to, unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature or behaviors which create a hostile environment. Examples include:
  1. Verbal harassment including, but not being limited to, comments or questions about a person's sexual behavior, sexually oriented jokes, comments or questions about a person's body, and conversations with sexual innuendo;
  2. Physical harassment including, but not being limited to, unwelcome touching, fondling, patting, pinching, or kissing; and
  3. Direct or implied threats that failure to cooperate with the request or advance will result in negative employment consequences.
- Improper behavior related to attendance, including excessive absenteeism, tardiness, leaving work early, extending break periods, or failure to report or work when scheduled;
  - Failure to report sick or annual leave time used;
  - Taking or attempting to take property from the university, its students, employees, visitors or patrons;
  - Providing false information on employment applications or other records;
  - Failure to comply with safety rules and regulations, including but not being limited to failure to immediately report all accidents and injuries, failure to comply with and/or follow safety rules and regulations, and failure to wear required personal protective equipment;
  - Use of official position and influence for personal gain ;
  - Unauthorized disclosure of records or other business information; and
  - Misconduct related to the use and/or possession of alcoholic beverages and controlled substances, including:
    1. Unlawful manufacture, distribution, possession or use of illegal drugs or controlled substances;
    2. Unlawful manufacture, distribution, dispensing, possession or use of alcoholic beverages on any property owned or maintained by Arkansas State University or as a part of university activity;
    3. Consuming or possessing controlled substances on university premises without a prescription;
    4. Being under the influence of alcohol when reporting to or while at work;
    5. Being under the influence of controlled substances without a prescription or being under the influence of illegal drugs when reporting to or while at work; and
    6. Failure to pass a required drug or alcohol screen.

- Use of vulgar or obscene language;
- Threatening and/or intimidating other persons, fighting and/or instigating a fight, and/or horseplay;
- Verbally abusing, physically attacking or obstructing any person;
- Gambling on university property;
- Acts of moral turpitude;
- Illegal acts committed by employees when not at work that reflects adversely upon the university; and
- Discrimination against any person based on protected status.

## PROGRESSIVE DISCIPLINE POLICY

Arkansas State University utilizes a progressive discipline policy. It is the goal of the university to use progressive steps in employee disciplinary matters except when immediate termination is warranted. The existence and use of a progressive discipline policy does not in any way alter the at-will status of employees.

The employee's supervisor will administer any appropriate corrective or disciplinary action. Appropriate action will be determined based on factors such as severity, frequency, and degree of deviation from expectations and length of time involved. Because of the great variety of situations that may arise, the university may need to make decisions related to employment in a manner other than as provided in this section.

Disciplinary actions may take place in several forms. The forms of disciplinary actions are Verbal Counseling, Written Counseling, Final Counseling, and Dismissal. Your Human Resources Department should be consulted when disciplinary action with an employee is necessary. The following outlines the four forms of disciplinary action.

**Verbal Counseling.** Verbal counseling sessions may take place between employees and supervisors in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Documentation of the verbal counseling should occur utilizing the Employee Counseling Form (available from the forms section of the Human Resources website). Copies of all documentation of verbal counseling should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

**Written Counseling.** Written counseling sessions take place between a supervisor and an employee when the behavior of the employee is a repeated violation and verbal counseling has been administered, when the behavior hinders the operations of the department in which the employee works, or when the behavior hampers the progress of the university. Written warnings should be documented on an Employee Counseling Form. Copies of all written warnings should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

**Final Counseling.** Final counseling is utilized when previous counseling has failed to produce the proper results. Final Counseling may also be utilized to address an initial incident or an incident that is too severe for a verbal or written warning yet not sufficiently severe for dismissal. Copies of all Final Counseling Forms should be distributed as follows: one copy to the employee, one copy to the department file, and one copy to your Human Resources Department for inclusion in the employee's personnel file.

**Dismissals.** Employment may be terminated after other disciplinary measures have failed or when a first time incident occurs that is extremely serious. An employee may be discharged at any time without regard to any progressive steps if he or she commits an offense for which immediate discharge is specified as a penalty or if, in the university's judgment, the employee's continued presence would be contrary to the well-being of the university or its employees. Your Human Resources Department should be consulted prior to the dismissal of an employee.

## **TERMINATIONS/RESIGNATIONS**

The university strives to maintain good working conditions. Instances of personal or job dissatisfaction should be discussed with the supervisor and/or your Human Resources Department before the employee considers termination of employment.

If an employee wishes to terminate employment with the university, two weeks' notice to the supervisor is requested, but not required. If an employee voluntarily terminates employment with proper notice and the employee's work record has been satisfactory, the employee may be considered for reemployment.

Should it be necessary to eliminate a position because of a reduction in work force, reasonable efforts may be made to place the employee elsewhere in the University.

Upon termination, resignation, retirement, death, or other action by which a person ceases to be an employee of the University, any amount which may be due the employee or the employee's estate for unused annual or sick leave shall be issued within 30 days of completing checkout process.

When an employee terminates and later returns to the university, both sick and annual leave may be reinstated. See your Human Resources Department for eligibility requirements.

## **CHECK-OUT PROCEDURE**

Upon termination of employment, existing employees must complete the check-out procedure by obtaining approval from the appropriate departments to verify that all accounts are paid in full and that any supplies, keys, or other materials issued to them have been returned. The University will set off any amounts owed by the employee to the institution from the employee. In addition, employees who transfer from one department to another must return all keys and supplies to the department from which they are terminating. Checkout forms are not required for interdepartmental transfers.

# **PAYROLL PROCEDURES**

## **SALARIES**

Pay increases are determined each year by administrative action, giving consideration to legislative recommendations and the availability of funds. A pay increase may also be recommended for an employee who has been promoted to a position of considerably broader responsibility. No automatic increases are granted.

## **NOTIFICATION OF SALARY LETTERS**

Employment is not guaranteed for each fiscal year. Some campuses provide staff members with notification letters that their position has been funded for the upcoming year. Such letters are for informational purposes only and do not constitute an express or implied promise of employment and do not change the at-will status of staff employees.

## **ISSUANCE OF SALARY PAYMENT**

Salary payments for the System are issued on the 15th and last working day of the month. Contact the Department of Human Resources or your supervisor for information on payment distribution.

Full-time employees are required to use Direct Deposit. New hires or rehires must complete the Mandatory Direct Deposit Notification form at the time of employment.

### **Exceptions to this requirement include:**

1. Student workers;
2. Graduate students; and
3. Full-time employees who are granted exemption due to hardship.

The university is required by federal law to withhold social security, if applicable, and federal income tax according to exemptions claimed on the employee's W-4 form filed with your Human Resources Department. State law requires the deduction of state income tax according to exemptions claimed on the state withholding certificate. Under the Fair Labor Standards Act, the university is prohibited from and will not withhold improper deductions from your wages. Any employee who believes that an improper deduction has been made should promptly contact the Human Resources Department which will ensure that reimbursement is paid for any erroneous withholdings.

## **DISTRIBUTION OF W-2 FORMS**

University employees' W-2 forms for the previous calendar year will be distributed prior to January 31 of each year. All employees (current and terminated) are responsible for notifying Human Resources of any change in their permanent mailing address.

## **PAYROLL DEDUCTIONS**

At the employee's request, state law permits a few other items to be withheld from payroll checks, including retirement; group insurance for health, life, and dental; Arkansas State Employees Association dues; and 125 Flexible Benefit Program deductions. Your Human Resources Department will be able to provide a list of current authorized payroll deductions.

## **SHIFT DIFFERENTIAL PAY**

Employees who are regularly assigned to a late shift may be compensated at an additional percentage. To be eligible for shift work, the hours of work must not begin earlier than 2:30 p.m. and end no later than 8:00 a.m. the following day. When an employee has been on the late shift and has been receiving the shift differential pay and is removed from shift work or reassigned to a normal shift, the employee's salary shall revert to the former rate of pay on the day of the change in shift assignment.

# HOURS AND DAYS OF WORK

## WORKING HOURS

The normal work hours for an employee are determined by the position held. Generally the work schedule is 8:00 a.m. to 5:00 p.m., with one hour for lunch or 8:00 a.m. to 4:30 p.m. with 30 minutes for lunch, Monday through Friday. However, it may be necessary for a department to vary the normal work hours based upon departmental needs.

## ABSENCE FROM THE JOB

If an employee must be absent or late reporting to work for any reason, the employee must notify the supervisor prior to the beginning of the work schedule. If an employee fails to inform the supervisor in a timely manner, disciplinary action will result. If an employee misses three consecutive days without calling the supervisor, the employee has voluntarily resigned from the employee's position and will be terminated.

Requests to use sick leave for purposes of medical, dental, or optical examinations, hospital stays, funerals, or other authorized uses should be made in advance when possible. Forms are available either online or from the supervisor for recording the various types of leave taken. Completion of these forms is necessary for accurate recording of leave taken, regardless of rank or status. The forms must be submitted to your Human Resources Department.

## PAID HOLIDAYS

ASU employees are eligible for eleven paid holidays per year. Generally, these days are observed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (5 days). In order to observe a two week break at the close of the calendar year, a campus may charge employees with annual days. Employees should utilize annual leave for the purpose of observing holidays not established by the State of Arkansas, including religious observances.

## ELIGIBILITY FOR HOLIDAY PAY

All employees who receive full benefits are eligible to receive holiday pay only if they are in pay status on their last scheduled workday before the holiday and at least one hour on the first scheduled workday after the holiday. When a holiday occurs while an employee is on annual or sick leave, that day will be considered a holiday and will not be charged against the employee's annual or sick leave. When a holiday occurs on an employee's regularly scheduled day off, the employee will be given equivalent time off. Employees must work on holidays when the needs of the department require it. The needs will be determined by the supervisor and/or department director. Days off in lieu of holidays worked may be taken at a time approved by the employee's supervisor. Such time off is to be taken as soon as is practical. Normally, holidays which occur on a Saturday will be observed on the preceding Friday. Holidays which occur on a Sunday will be observed on the following Monday.

## EXTRA COMPENSATION

State-supported institutions of higher education may pay additional compensation to classified or non-classified employees for the performance of additional duties assigned to them at a non-job related, institution-

sanctioned events provided that those additional duties are performed at times other than normal working hours. All extra compensation must be approved by your Human Resources Department prior to any work being performed.

## **INCLEMENT WEATHER**

The university remains open for all academic classes and all other services during severe weather except in extreme circumstances. Any decision to close the university or to delay or cancel classes is made solely by the chancellor of the specific campus of the university. The university will notify the local news media to publicize the closing. All those who travel to the campus should use good judgment in making travel arrangements during severe weather.

On those occasions when severe weather occurs and the university remains open, all employees are expected to meet their employment obligations and to arrive for work on time. Those employees who arrive more than two hours late will be charged annual leave time (if available) or leave without pay. Employees are expected to notify appropriate administrative personnel of the inability to get to campus or of a late arrival.

In the unusual event that the university is closed, employees of designated departments providing essential services are expected to report to work. Such departments include but are not limited to University Police Department and Facilities Management. Employees uncertain of whether their presence is required should contact their supervisors. Equivalent time off will be awarded to staff members of essential service departments who work during such periods.

## **OVERTIME (Compensatory Time)**

Classified, non-exempt employees are eligible for compensatory time, as outlined by the State of Arkansas, in accordance with the Fair Labor Standards Act. The following policy will be used in granting compensatory time:

1. Compensatory time shall mean time worked over 40 hours during a work week with supervisor's authorization.
2. Compensatory time will be earned at the rate of one and one-half hour for each full hour worked in excess of 40 hours per week. The actual number of hours worked in excess of 40 should be reported by completing a Compensatory Time Earned Form to your Human Resources Department.
3. Compensatory time should be used as soon as possible.
4. Compensatory time may be used in lieu of sick leave and may be used until the balance is depleted before using annual leave.
5. Classified employees whose job duties involve public safety activity, emergency response activity, or seasonal activity can accrue no more than 480 hours of compensatory time. The 480 hours equal 320 hours of straight time.
6. Classified employees whose job duties do not involve public safety activity, emergency response activity, or seasonal activity can accrue no more than 240 hours of compensatory time. The 240 hours equal 160 hours of straight time.
7. Compensatory time earned shall be included as a separate category on the employee's time sheet kept in your Human Resources Department.
8. Employees shall request to use earned compensatory time by completing a Request for Leave form.
9. Upon termination, a lump sum payment of accrued or unused compensatory time will be made at a rate

of not less than:

- A. The average regular rate received by an employee during the last three years of the employee's employment; or
- B. The final regular rate received by an employee, whichever is higher.

## REST PERIODS

The university recognizes that a short rest period or coffee break is important for reducing fatigue and allows time away from the work routine. Under normal circumstances, employees are therefore allowed a 15-minute break in the morning and another one in the afternoon on all regularly scheduled eight-hour days.

# EMPLOYEE LEAVE BENEFITS

## ANNUAL LEAVE POLICY

All employees who work 1,500 hours or more per year in a regular full-time position accrue annual leave. Employees will accrue half their monthly accrual of annual leave if employed on the first working day of the month and work through the 15th of the month. Employees will accrue half their monthly accrual if employed on the 16th of the month and work through the last working day of that month. (If the 16th falls on a weekend or holiday, accrual begins on the first working day thereafter).

Annual leave may not be accumulated during a period of leave without pay when such leave is for ten or more days within a calendar month. Annual leave is granted on a basis of workdays, not calendar days. Non-workdays, such as weekends and holidays falling within a period of annual leave, are not charged as annual leave. Annual leave must be earned before it can be authorized and is deducted from the employee's accrued leave in increments of not less than one-quarter hour.

Annual leave is cumulative; however, no employee may retain in excess of 30 days on December 31 of each year. During the calendar year, accrued annual leave may exceed 30 days, but excess must be used prior to December 31. Accrued annual leave may be requested by an employee at any time but must be approved by the supervisor in advance. Supervisors may deny leave if the leave interferes with the efficient operation of the department.

**CLASSIFIED STAFF.** Regular full-time employees accrue annual leave in accordance with the following schedule, while employees who work less than full-time but more than 1,500 hours per year accrue annual leave in the same proportion to the time worked:

Years of Employment	Accrue Monthly	Accrue Annually
1-3 years	1 day	12 days
4-5 years	1 day, 2 hours	15 days
6-12 years	1 day, 4 hours	18 days
13-20 years	1 day, 6 hours	21 days
Over 20 years	1 day, 7 hours	22.5 days

- A. Through 3 years: Employees must have completed three (3) full years of employment before

movement to the next higher accrual rate.

- B. 4 through 5 years: Employees must have completed three (3) full years of employment and be starting their fourth (4<sup>th</sup>) year.
- C. 6 through 12 years: Employees must have completed five (5) full years of employment and be starting their sixth (6<sup>th</sup>) year.
- D. 13 through 20 years: Employees must have completed twelve (12) full years of employment and be starting their thirteenth (13<sup>th</sup>) year.
- E. Over 20 years: Employees must have completed twenty (20) full years of employment and be starting their twenty-first (21<sup>st</sup>) year.

**NON-CLASSIFIED STAFF.** Non-classified employees will accrue leave at an annual rate of 22.5 days.

### **12 MONTH TO 9 MONTH**

Nine-month positions do not accrue annual leave. If a twelve-month employee moves to a nine-month position, he or she will forfeit all accrued, unused annual leave at the time of transfer.

### **SICK LEAVE**

Sick leave is a benefit available to university employees who work in regular full-time positions. Paid sick leave is not granted as annual leave, but should be used when an employee is unable to work because of illness, injury, or medical, dental or optical treatment. Sick leave may also be granted to employees due to the death or serious illness of a member of the employee's immediate family. Immediate family shall mean the father, mother, individual acting as a parent or guardian, sister, brother, husband, wife, child, grandparents, or grand-child, of the employee or the employee's spouse. An employee may be required to furnish to the supervisor a certificate from an attending physician for five or more consecutive days of sick leave or when a pattern of absences indicates an abuse of sick leave. A certificate from a Christian Science practitioner listed in The Christian Science Journal may be submitted in lieu of a physician's certificate. Sick leave may not be used in the place of annual leave or for non-health related situations.

Employees who leave university employment are entitled to be paid for unused accrued sick leave in accordance with Arkansas law.

Full-time staff accrue sick leave at the rate of one day for each complete month of service. One hundred twenty (120) days of sick leave may be carried over at the end of the calendar year. Employees working less than full-time but more than 1,000 hours per year in a regular half-time position accrue sick leave in the same proportion to time worked.

Employees will accrue half their monthly accrual of sick leave if employed on the first working day of the month and work through the 15th of that month. Employees will accrue half their monthly accrual if employed on the 16th of the month and work through the last working day of that month. (If the 16th falls on a weekend or holiday, accrual begins on the first working day thereafter).

Sick leave may not be accumulated during leave without pay when such leave totals ten or more days within a calendar month. When an employee is laid off due to budgetary reasons or curtailment of university activities and is reemployed by the university within six months, accrued sick leave may be restored.

Sick leave is granted on a basis of workdays and not calendar days. It is deducted from the employee's accrued sick leave in 15-minute increments. Non-workdays such as weekends and holidays falling within a

period of sick leave are not charged as sick leave. Absence due to illness or disability is charged in the following order:

1. Earned sick leave;
2. Earned annual leave; then
3. Leave without pay and or FMLA (except for maternity leave).

Employees who are absent from work due to a temporary occupational injury or illness and who are entitled to Workers' Compensation benefits may, upon proper application, utilize their accrued sick leave as a supplement to Workers' Compensation so as to receive weekly benefits from both sources equal to but not in excess of their normal weekly pay at the time of the injury or onset of illness. This option, when exercised, will reduce the employee's accrued sick leave on a basis proportional to the sick leave pay being claimed.

Maternity leave shall be treated as any other leave for sickness or disability. Upon return from maternity leave the employee will be given the same or comparable position to the one she occupied prior to the leave. The employee is expected to give her supervisor as much notice as possible prior to beginning maternity leave and at least two weeks' notice prior to returning to work.

### **CATASTROPHIC LEAVE**

Arkansas State University maintains a catastrophic leave bank to assist employees during a catastrophic illness. In the event an employee is unable to work for a prolonged period of time due to severe illness, and upon exhaustion of all earned sick, annual, holiday, and compensatory leave time, the employee may apply to the leave bank for additional paid leave.

To be eligible to participate in the program, an employee must be classified as regular full time, have completed a minimum of 2 full years of service with ASU, and have a minimum balance of 80 hours total annual and sick leave at the onset of the injury or illness.

For more information, please contact your Human Resources Department.

### **CHILDREN'S EDUCATIONAL ACTIVITY LEAVE**

Arkansas law provides for a specified number of hours of leave for the purpose of attending or assisting with the educational activities of a child. Leave may be taken in increments.

"Child" means a person enrolled in pre-kindergarten through grade 12 who is of the following relation to a state employee:

1. Natural child;
2. Adopted child;
3. Stepchild;
4. Foster child;
5. Grandchild; or
6. Ward of the state employee by virtue of the state employee having been appointed the person's legal guardian or custodian; or any other legal capacity where the employee is acting as a parent for the child.

"Educational activity" means any school-sponsored activity including without limitation:

1. A parent-teacher conference;
2. Participation in school-sponsored tutoring;

3. Participation in a school-sponsored volunteer program;
4. A field trip;
5. A classroom program;
6. A school committee meeting;
7. An academic competition; and
8. Assisting with athletic, music, or theater programs.

Unused leave may not be carried over to the next calendar year and is not compensated to the state employee at the time of retirement.

The supervisor must approve the leave before the leave may be taken. Leave shall be granted if the employee's time off will not interfere with the efficient operation of the office.

### **COURT AND JURY LEAVE**

Any employee who is subpoenaed as a witness or called as a juror shall be entitled to regular university compensation, in addition to any fees paid by the court for such services, and any absences from work for such purposes shall not be counted as annual leave.

Employees who choose to serve as expert witnesses shall be required to take annual leave for the time required for such testimony.

### **DISASTER SERVICE VOLUNTEER LEAVE**

Employees requesting leave to provide volunteer disaster assistance may be eligible for "Disaster Service Volunteer Leave." An employee of the university who is trained and certified as a disaster service volunteer by the American Red Cross, whose specialized disaster relief services are requested by the Red Cross in connection with a disaster, and who obtains consent from the chancellor of the university may be granted leave from work with pay for not more than 15 working days in any 12 month period to participate in specialized disaster relief, without loss of seniority, pay, annual leave, sick leave, compensatory time, offset time or overtime wages.

1. The employee is required to submit a copy of his or her certificate as a disaster service volunteer before leave may be granted.
2. The university shall compensate an employee granted leave under this section at the employee's regular rate of pay for those regular work hours during which the employee is absent from work.
3. Leave under this act shall be granted only for disaster relief services occurring within the State of Arkansas or for disaster relief services occurring within states contiguous to the State of Arkansas.
4. An employee deemed to be on leave under this Act shall not be deemed to be an employee of the State for purposes of workers' compensation.

### **EMERGENCY PAID LEAVE**

The Governor may authorize up to 40 hours of Emergency Paid Leave for those State employees who suffer loss of, or substantial damage to, their principal place of residence due to a natural disaster.

### **FAMILY AND MEDICAL LEAVE ACT**

The Family and Medical Leave Act (FMLA) provides time off for employees to care for family members or due to their own illness. To be eligible, employees must have been employed by Arkansas State University for

a total of 12 months and have worked a total of 1,250 hours in the past 12 months.

FMLA leave is unpaid leave (meaning the employee does not receive any pay entitlement from this type of leave). ASU does require that the employee use any available sick leave, compensatory time, and/or annual leave, prior to being placed in unpaid leave status (meaning FMLA leave runs concurrent with any other leave).

The FMLA entitles eligible employees to a total of 12 work weeks of unpaid leave during any 12-month period for one of the following reasons:

- The birth of a child, and to care for the newborn child;
- The placement with the employee of a child for adoption or foster care;
- The care of the employee's spouse, child, or parent for a serious health condition; or
- A serious health condition that makes the employee unable to perform the functions of the employee's job.

The FMLA also provides up to 26 workweeks of leave to care for a seriously injured or ill covered military service member and up to 12 workweeks of qualifying exigency leave for reasons related to the call to active duty of covered service member spouses, children, or parents. .

The 12-month period used by Arkansas State University for determining eligibility is a rolling year, with the 12-month period beginning the first day of FMLA leave usage. (For example, if an employee begins leave for surgery on April 10, the 12-month period begins on April 10, of the current year and ends on April 10, of the following year.)

**Serious Health Condition.** Generally a serious health condition is defined as:

- A condition which requires overnight hospitalization;
- A condition which requires a minimum of three days of absence, with a doctor's visit and a continuing regimen of care; or
- A chronic condition for which the employee or family member continues to receive care.

Conditions for which cosmetic treatments are administered, routine dental, orthodontic, or periodontal problems or illnesses such as cold, the flu, or upset stomach, are not ordinarily considered a serious health condition.

If an employee knows in advance that leave will be taken, the employee should notify the supervisor at least 30 days prior to leave, or as soon as practicable if the leave will begin in less than thirty (30) days. A request for Family and Medical Leave form should be completed by the employee as soon as the employee knows the employee will be requesting time off for FMLA. A medical certification from the employee's doctor must also be submitted in a timely manner for leave that cumulatively exceeds five (5) days. The supervisor may request that a recertification be submitted after a thirty (30) day period.

If a supervisor learns that leave is for an FMLA purpose after leave has begun, the entire leave time may be counted as FMLA leave. An employee desiring to have a leave period designated as FMLA must so notify the supervisor within two business days of returning to work.

Only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an employee is entitled. For example, if an employee requests FMLA for chronic health condition which requires that the employee see a specialist in Little Rock, the amount of time taken off for travel and the doctor's visit should be counted.

**Maternity.** An expectant mother may take FMLA leave before the birth of the child for prenatal care or doctor's visits or if her condition makes her unable to work.

An employee may request FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with the employee's attorney or doctor representing the birth parent, or submit to a physical examination.

After the birth or placement of a child for adoption or foster care, an employee may use any or all remaining leave time. The employee may not return on a part-time basis or intermittently take additional time after returning to work, unless the child is seriously ill, without supervisor's approval.

An employee may request intermittent or reduced-schedule leave to care for a family member in situations where the family member's condition itself is intermittent or where the employee may be needed to share care responsibilities with another party or to make arrangements for changes in care, such as transfer to a nursing home.

Intermittent leave may be taken for a serious health condition which requires treatment by a health care provider intermittently rather than one continuous period of time.

Intermittent or reduced-schedule leave may be taken for absences where the employee or family member is incapacitated because of a chronic serious health condition even if the employee does not receive treatment by a health care provider (for example: asthma, diabetes, and epilepsy). In these cases, an employee is incapacitated only if the employee is unable to perform the essential functions of the position.

If spouses are both employed by the university, they may take a combined total of 12 weeks to care for a newborn, newly adopted/foster child, or to care for the employee's parent with a serious health condition. They may use the balance of their leave time for other FMLA situations. For example, if a husband and wife are both employed by the university and have a baby, the mother might take eight weeks of FMLA leave and the father might take four weeks. Together they have taken 12 weeks for the birth. The father may still take eight additional weeks within a one-year period for another FMLA situation. The mother may still use the additional four weeks for another FMLA situation.

FMLA allows leave for substance abuse only to undergo treatment by a healthcare provider and specifically excludes employee absence because of use of the substance. Stress qualifies as a serious health condition only if it rises to the level of mental illness or results in a physical illness.

All medical information gathered as a result of the serious health condition is considered confidential.

During the FMLA leave, benefits coverage will be continued. Employees who are placed on leave without pay status must make arrangements to pay any benefits premiums for which they are responsible.

Upon return from FMLA leave, an employee will be returned to the employee's original position or an equivalent position. If a medical certification was required, the employee will be required to provide a return to work certification. Return to work may be delayed if this certification is not provided.

The amount of FMLA time used by an employee will be recorded by your Human Resources Department.

## **LEAVE OF ABSENCE WITHOUT PAY**

The University may grant an employee's written request for a leave of absence without pay not to exceed six months unless granted in accordance with the provision for military leave. Leave without pay is not to be granted until all of the employee's accumulated annual leave has been exhausted and any employee on leave of absence without pay does not accumulate annual leave or receive pay for any legal holidays. An employee

may continue with the insurance programs, provided arrangements have been made in advance with your Human Resources Department for the employee to pay all applicable premiums.

Leave without pay will not be granted if approval would create an undue hardship on the university.

“Undue hardship” is defined as:

- An action requiring significant difficulty or expense when considered in relationship to such factors as the nature of the position occupied by the employee and cost of the request in relation to the size, resources, nature, and structure of the agency's operation and mission; or
- Financial difficulty and requests that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature of the operation of the university.

The university will assess, on a case-by-case basis, whether a particular request for leave without pay would cause undue hardship. If an employee fails to return to work at the end of a period of leave without pay, the employee will be terminated.

### **MILITARY LEAVE FOR SERVICE CONNECTED DISABILITIES**

All employees of the university, who have been rated by the United States Department of Veterans Affairs or its predecessor to have incurred a military service-connected disability and have been scheduled by the United States Department of Veterans Affairs to be reexamined or treated for the disability shall be entitled to a leave of absence with pay for a period not to exceed six (6) days for that purpose during any one (1) calendar year.

If an employee receives a leave of absence under this section, the employee shall be entitled to his or her regular salary during the time the employee is away from his or her duties during the leave of absence. The leave of absence shall be in addition to the regular annual leave and sick leave allowed to the employee. During a leave of absence, the employee shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, and life and disability insurance benefits and any other rights, privileges, and benefits to which he or she has become entitled.

For purposes of computations to determine whether the employee may be entitled to retirement benefits, the period of the leave of absence shall be deemed continuous service.

The university shall continue to contribute its portion of any life or disability insurance premiums during the leave of absence on behalf of the employee, if requested, so that continuous coverage may be maintained.

### **PROPORTIONATE PAY FOR MILITARY MEMBERS**

During the period that an employee of the university is called into active duty, as a member of the National Guard or any of the reserve components of the armed forces by order of the President or the Governor, of an emergency nature for contingency for more than thirty (30) consecutive days, the employee shall be eligible for continued proportionate salary payments, which when combined with the employee's active duty pay, incentives, and allowances, except for uniform and clothing allowances, equal the amount that the employee would have otherwise received but for the employee's required active duty under the order of the President or the Governor.

Differential payments will be calculated and payable to the current active State employees only.

Terminated employees are not eligible for payments. However, if an employee's service terminated as a result of a disability incurred while on active duty, the employee is entitled to the payment.

If an employee becomes deceased while on active duty, the employee's beneficiary is entitled to the payment.

Payments dating back to September 11, 2001, to the present are to be paid as a onetime lump sum payment. Thereafter, if the employee is still on active duty, payments will be made on a bi-weekly basis.

Employees must provide a Leave and Earning Statement showing the employees' military pay or Form DD214 which indicates the date the employee was called to active duty and the date released from active duty.

Leave and Earning Statements for those currently on active duty, after the initial submission to payroll, need only be submitted thereafter when a pay change occurs. The payments will be subject to state and federal taxes.

Payments authorized will not be retirement eligible earnings at the time of payment and will not be reported to APERS, thus there will be no matching paid to APERS. When the employee returns to state service as an active state employee, the retirement service will be purchased for them by the university and the retirement matching will be paid at the time. If the employee is a member of the APERS contributory plan, the employee will pay the employee's contributions to APERS by personal payment. These contributions will not be tax deferred.

Regular, full-time employees who are members of the National Guard or any of the reserve branches of the US Armed Forces will be granted leave at the rate of fifteen (15) working days per calendar year, plus necessary travel time for annual training purposes. Up to fifteen (15) unused military leave days may be carried over to the succeeding year for a maximum of thirty (30) military leave days for military training purposes for that calendar year.

Military leave for annual training will be granted without loss of pay and shall be in addition to annual leave. Any employee volunteering for training in addition to annual training shall take annual leave for that elective training.

The employee must attach a copy of the employee's military orders to each request for military leave.

**Active Duty for Military Service:** A regular, full-time employee who is drafted or called to active duty in the Armed Forces of the United States or who volunteers for military service, shall be placed on extended military leave without pay; all unused sick leave at the time of military leave will be reinstated at the time the employee returns. All accrued, unused annual leave at the time of military leave will be reinstated at the time the employee returns to state employment unless the employee requested and received a lump-sum payment for the accrued, unused annual leave when placed on the extended military leave.

**Active Duty for the Purpose of Specialized Training:** In cases where an employee volunteers or is ordered to active duty for the purpose of special training, the employee will be placed on leave without pay for the period of training unless the employee elects to use the employee's accrued annual leave. This leave without pay is given in addition to the paid leave for annual military training. The employee retains eligibility rights including accumulated annual leave (unless the above option has been exercised) and any sick leave not used at the time the employee begins the training. The employee does not accumulate annual or sick leave during the leave without pay period, and the annual leave accrual rate will be calculated as though there had been no period of absence.

When the employee is released from active duty, the employee shall be reinstated to the position vacated or an equivalent position for which the employee is qualified in the same agency or its successor in interest.

Employees performing active military service for fewer than thirty-one (31) days must report for reemployment on the first regularly scheduled workday within eight (8) hours after discharge from military service. Those serving more than thirty (30) but less than one hundred and eighty-one (181) days must report within fourteen (14) days after discharge. Those serving more than one hundred and eighty (180) days must report for reemployment within ninety (90) days after discharge from military service.

The reinstated employee will not lose any seniority rights with respect to leave accrual rates, salary increases, reduction in force policies, or other benefits and privileges of employment. The period of military service shall, for purposes of computations to determine whether such persons may be entitled to retirement benefits, be deemed continuous service and the employee shall not be required to make any contributions to any state supported retirement fund. To receive service credit for retirement purposes, a copy of the employee's DD214 must be submitted to the appropriate retirement system. The retirement system will notify the university to remit the employer's contributions to update the employee's account.

Former employees returning to the university after military service, but who extended their enlistment or re-enlisted for additional military service beyond the initial period for more than a period of four (4) years (or five (5), when re-enlistment was at the request of the military) will lose all re-instatement rights and will be considered a rehire. Military service time may be extended beyond the five (5) year period for reasons stated under federal law.

Regular, full-time employees who are called to active duty in emergency situations as declared by the Governor or President shall be granted leave with pay. The period of leave with pay for emergency active duty will not exceed thirty (30) working days per calendar year. Periods beyond the thirty (30) day limit may be charged to annual leave at the employee's option and if necessary, to leave without pay. If an employee's active duty in emergency situations begins in one calendar year and ends in the next calendar year and the employee is subsequently redeployed due to an emergency situation, the employee is eligible for thirty (30) days paid leave in the new calendar year. To be eligible for emergency active military duty paid leave, the employee must be actively employed by the university and submit a copy of military orders for each emergency deployment.

Military leave for emergency active duty situations is granted in addition to annual military leave for training purposes and annual leave.

## **EMPLOYEE BENEFITS & SERVICES**

The university reserves the right to modify, amend, or terminate any benefit plan at any time and for any reason.

### **ATHLETIC EVENTS**

All university employees may purchase season tickets to Arkansas State University-Jonesboro athletic events for themselves and their immediate family at a reduced rate. Rates will be available preceding each athletic season. For information on ticket availability please contact the Human Resources Department on the Jonesboro campus.

## **BOOKSTORE**

The discounts available at each campus vary. Please contact your Human Resources Department for more information. Employees will be asked to show proof of employment on all purchases.

## **EDUCATIONAL PRIVILEGES**

Arkansas State University regular, full time employees, retired employees, their spouses and their unmarried dependent children (dependent children must be 23 years of age or less, unmarried, living at home or in a residence hall, and must be an identified dependent for IRS tax purposes on the annual tax form, or some other form of dependency documentation, such as divorce decree) may enroll for undergraduate studies for credit or for audit on a space-available basis at a 75% discount of tuition. For graduate level studies, these persons are eligible for a waiver of one-half tuition. Persons who receive the tuition discount will have any university-sponsored scholarships adjusted accordingly. Persons who choose to accept a full-fee grant-in-aid or assistantship will be charged the regular tuition. Dependent tuition discounts will continue to be available after the death of a current full-time employee or retiree of the university. Not all courses are offered at discounted tuition rates. Please contact your Human Resources Department for information regarding tuition reductions.

## **PROFESSIONAL DEVELOPMENT PROGRAM**

The university utilizes the Professional Development Program to recognize employees for professional development efforts. For additional information please contact your Human Resources Department.

## **STAFF DEVELOPMENT**

Arkansas State University employees are encouraged to take advantage of job enrichment opportunities to improve their effectiveness in their work and to promote their own career advancement.

All regular full-time employees are eligible for educational enrichment opportunities, so long as it does not interfere with the efficient operation of the department, including the following:

1. With the approval of the supervisor, an employee may enroll in one course for up to 3 hours per week for credit or audit during the fall and/or spring semester during their regular workday (includes lunch hour).
2. With the approval of the supervisor, an employee may enroll in one course each summer term during the regular workday provided the employee takes two hours of vacation per class. This policy is waived for Admissions Counselors, who may take one three-hour course per summer term without taking vacation pay as the nature of their job prevents them from taking classes during their regular working hours during the fall and spring semester.
3. With acknowledgement of the immediate supervisor and upon verification of employment status by Human Resources, an employee may take up to the full class load allowed by the university during hours outside of their regular workday.
4. The supervisor may exercise flexibility in determining an employee's work schedule. This flexibility must ensure the department's needs are met without reducing the number of hours in a regular workday.
5. To recognize employees for professional development, some campuses have developed professional development policies. For more information, please contact your Human Resources Department.

## **FITNESS RELEASE TIME BENEFIT**

ASU employees may make use of a three (3) hour per week release time benefit for physical fitness purposes. This program is year round benefit and is available to fulltime, benefited employees. This benefit may not be used in conjunction with the educational benefit. Employees who wish to make use of this benefit should see their supervisor.

By utilizing the release time benefit, ASU employees agree to the following:

1. Supervisors work with employees and set a time for their fitness activities that is beneficial to both the employee and the office. Employees and supervisors must have an understanding that fitness release time is limited to active participation in a physical fitness activity and is not to be used for any other purpose.
2. Supervisors are not required to keep a record of employee release time. All employees who want to participate should be considered trustworthy. Supervisors who choose to document their employee's release time may do so at their discretion.
3. If a supervisor determines that an employee is abusing this benefit, the supervisor can terminate the employee's participation for the term in the same manner that he or she would for abusing classroom participation.
4. Any injury that may occur during an employee's release time, as a result of participation in activities, or in transit to and from the activities, is not incurred in the course and scope of employment, or in the coming to or going from employment, and is therefore not covered by workers' compensation. By participating in the release time benefit, an employee personally accepts the responsibility of personal injury or property damage.

## **RETIREMENT BENEFITS**

Eligible employees may participate in one of the following retirement systems:

- Teachers Insurance Annuity Association – College Retirement Equities Fund (TIAA/CREF)
- American International Group – Variable Annuity Life Insurance Company (AIG-VALIC)
- Arkansas Public Employee Retirement System (APERS)

The Department of Human Resources can assist in the selection of the retirement system best suited to your needs.

## **EARLY RETIREMENT**

Arkansas State University employees are eligible for retirement at age sixty-five (65). Employees between the ages of fifty-five (55) and sixty (60) shall become eligible for early retirement benefits in the calendar year in which the sum of their age and the number of years of continuous full-time service to the university totals seventy (70).

Employees sixty (60) years of age and older are eligible for early retirement benefits in the calendar year in which they have at least ten (10) years of continuous full-time service to the university.

Employees electing early retirement will receive benefits as set out in the System Early Retirement Benefits Policy.

## **IDENTIFICATION CARD**

Employees will be issued an identification card. Upon termination, the ID card must be returned to the supervisor or your Human Resources Department before the last check will be released.

## **INSURANCE - COBRA**

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), continuation of medical coverage for up to 18 months, at the employee's expense, will be allowed for employees leaving ASU, their spouses and dependents, except those employees terminated for gross misconduct. Reduction in hours of employment that could cause coverage to cease is also considered as a qualifying event for continued coverage. Divorce, legal separation, loss of dependent child status, the covered employee's death or entitlement to Medicare, may also give a covered spouse and dependent children the right to elect continued coverage under COBRA for up to three years. In the event of termination of employment or a qualifying event that ends dependent coverage, continuation of coverage may be elected. Contact your Human Resources Department.

## **INSURANCE - HEALTH**

All regular full-time employees are eligible for health insurance coverage at Arkansas State University. The Plan provides health benefits under the plan in which the employee is enrolled. The Plan receives and maintains your medical information in the course of providing these health benefits to the employee. The Plan hires a third party administrator to help provide these benefits. These business associates also receive and maintain medical information in the course of assisting the Plan. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the Plan document.

Changes in the coverage may be made during the annual open enrollment period. Please contact your Human Resources Department for more information.

## **INSURANCE - HIPAA**

The Health Insurance Portability and Accountability Act (HIPAA) allows employees and dependents health coverage with a reduced preexisting exclusion period, if specific portability requirements are met. A "preexisting condition" is a condition present before the enrollment date in any new health plan. This is any condition for which medical advice, diagnosis, care or treatment was recommended or received within the six month period ending on the enrollment date.

If at the time an employee changes health carriers, the employee has a minimum of 12 months of continuous health coverage (without a break in coverage of 63 days or more); the employee will not have to start over with a new 12-month exclusion for any preexisting conditions. The employee will receive credit for the length of time that the employee had continuous health coverage reducing the 12 month exclusion period.

ASU will furnish a certificate of coverage to an individual to provide documentation of prior creditable coverage upon request or at termination from ASU's plan.

## **INSURANCE - LIFE**

Arkansas State University provides life insurance for all regular, full-time employees and their dependents at no cost to the employee. Please contact the Department of Human Resources for requirements and benefit amounts. Employees may elect to apply for additional Supplemental Life Insurance and Dependent Life Insurance for an employee's spouse or children at the employee's expense.

## **INSURANCE - LONG-TERM DISABILITY**

Arkansas State University provides a long-term disability plan for regular full-time employees who have completed the required 90 days of service. Application must be completed at the time of disability. Please contact your Human Resources Department for requirements and benefit amounts.

## **INSURANCE - ADDITIONAL**

For a complete list of insurance options available to full-time employees, please contact your Human Resources Department.

## **FLEXIBLE BENEFITS PLAN (125)**

The Flexible Benefits Plan (125) is voluntary and enables employees to tax-shelter a portion of their income to pay for insurance premiums for family coverage or to redirect money into a spending account that can be used for medical expenses, childcare, or other non-ASU insurance coverage.

## **LIFETIME PASS POLICY**

All faculty and staff members who have rendered 10 or more years of full-time service to the university at the time of retirement shall be entitled to one free ASU Jonesboro general admission ticket to all athletic and university-sponsored events, with the exception of private or professional promotional events such as for-profit concerts, rodeos, ice shows, and other programs held in the Convocation Center or the Fowler Center. The retiree may purchase a ticket for his or her spouse at athletic events at the employee discount rate or elect to upgrade the general admission ticket they receive.

The lifetime pass policy is administered through the Office of the Associate Vice Chancellor for Finance and Administration on the ASU Jonesboro campus in coordination with individual campuses. This policy is effective with retirements after July 1, 1997. The policy will be reviewed annually and may be modified, amended, or terminated at any time and for any reason.

## **PARKING**

Staff members of ASU campuses who choose to park a vehicle in ASU parking areas should contact the appropriate campus parking authorities for parking regulations or restrictions.

## **RE-EMPLOYMENT OF RETIREES**

Former employees who retired from the university pursuant to the Early Retirement Incentive Program, Act 187 of 1987, may not be re-employed by the university.

Any former employee who retired from the university and is rehired shall be considered a new hire or a rehire and eligible for benefits including insurance, sick leave, annual leave, and career service bonus, consistent with state policy. Participation in one of the state-sponsored retirement systems is excluded unless specifically requested by the rehired retiree and approved by the appropriate retirement system.

Any former employee who retired from a state agency, institution, board, or commission and is rehired in an extra-help position is ineligible for benefits except holiday pay if in a pay status on the last scheduled work day before the holiday and at least one hour on the first scheduled day after the holiday.

For additional information please contact your Human Resources Department.

## **SAFETY**

It is the intention of Arkansas State University to provide safe and healthy working conditions and to establish and promote safe practices at all times by all employees. Any safety concern should be reported to your supervisor or the Human Resources Department.

## **EMERGENCY PROCEDURES**

All campuses have an Emergency Procedures Manual that will outline steps to be taken in case of fire, earthquake, bomb threat, explosion, chemical leak, tornado, campus evacuation, active shooters, and the campus warning system.

## **STUDENT HOUSING DISCOUNTS**

Dependents of full-time employees may be eligible for housing discounts. For more information please contact your Human Resources Department.

## **UNEMPLOYMENT BENEFITS**

University employees are covered under the State Unemployment Compensation Act. Unemployment compensation will be paid if the person qualifies for benefits.

## **WEAPONS**

To the fullest extent allowed by Arkansas law, all weapons are prohibited on all campuses within the Arkansas State University System. Weapons include but are not limited to firearms, explosive devices, hazardous chemicals, (other than pocket-sized sprays used for personal protection) knives with blades longer than four inches, nun chucks, brass knuckles, tasers or other electrical stun devices, bows or cross bows, arrows, objects that propel projectiles, replicas of weapons (including water or toy guns), or any device or substance designed or used to inflict a wound, cause injury, or incapacitate. If a weapon is discovered, it will be confiscated and employees will be subject to disciplinary procedures, including termination and/or arrest.

## **WELLNESS AND HEALTH PROMOTION**

The Department of Wellness and Health Promotion aspires to provide a healthy workplace for Arkansas State University employees. Activity and education based programs are provided in an effort to assist employees in leading healthy lifestyles. ASU employees are encouraged to take advantage of wellness opportunities that are provided to improve or maintain their health and wellbeing.

## **WORKERS' COMPENSATION BENEFITS**

Arkansas State University strives to maintain a safe and healthy environment for all employees. The university provides Workers' Compensation benefits for employees who are injured during the course of work. To ensure that full benefits may be obtained, it is crucial that the employee notify the direct supervisor immediately following a work-related injury. The employee and the supervisor must complete all Workers' Compensation paperwork within twenty-four (24) hours of the initial injury. The employer will not be responsible for disability, medical or other benefits prior to receipt of the report of injury.

All medical work-related injuries/illnesses will be treated at medical facilities designated for the campus. For

specific information on designated facilities, employees should contact their supervisor or the Department of Human Resources. Employees working at off campus sites are to seek medical care at the nearest facility and coordinate further care with the Department of Human Resources. All work-related injuries/illnesses must be reported immediately.

Accrued sick leave, if available, may be used to supplement Workers' Compensation benefits so that the employee will receive normal pay. Therefore, all payments from Public Employees Claims Division for Workers' Compensation must be reported to the payroll office.

## **WORKPLACE VIOLENCE**

Arkansas State University observes a zero-tolerance policy regarding workplace violence. Fighting or other activities which may endanger the wellbeing of employees, students, or others may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, or abusive will not be tolerated and must be immediately reported to a supervisor.

## **SHARED GOVERNANCE**

Staff employees at Arkansas State University participate in shared governance if established at your campus. Please see your Human Resources Department for information as to shared governance on your campus.

# **STAFF GRIEVANCE PROCEDURES**

## **GRIEVANCE ISSUES**

The Staff Grievance Procedure applies only to alleged institutional error which affects the terms or conditions of that staff member's employment. Institutional error occurs when no legitimate reason exists for the action taken. Decisions which require the exercise of judgment or discretion cannot constitute institutional error. This procedure may be used for complaints alleging discrimination on the basis of protected status other than gender which is governed by the Sexual Discrimination Grievance Procedure. This procedure may also be used for allegations of discrimination (other than gender) taken against the staff member by students, employees, or third parties. Often, grievances can be reviewed and resolved through the informal discussion process. However, when a difference of opinion exists and the grievance remains unresolved, the issue should proceed through a more formal complaint procedure for a final decision.

All grievances will be investigated within the stated time frame to ensure prompt yet thorough action. The university will grant time adjustments only for extenuating circumstances. Arkansas State University will not discriminate against any person who has filed a grievance.

A grievance must be activated within sixty (60) days from the time the events leading to the complaint occurred.

## **INFORMAL DISCUSSIONS**

Initially, a staff person having a grievance should discuss the grievance with the immediate supervisor. It is the supervisor's responsibility to give an impartial, informal hearing; to make a complete investigation; and, if possible, to arrive at a resolution which is mutually agreeable. The supervisor is expected to reply orally to the

staff member within ten (10) working days. If a mutually agreeable resolution is not reached within ten (10) working days after presentation of the grievance to the supervisor, the employee may submit a written complaint to the head of the department.

If the grievance involves the immediate supervisor and the employee does not feel comfortable discussing the situation with the supervisor, the employee may contact his or her Human Resources Department.

### **WRITTEN COMPLAINT**

If the grievance is not solved through informal discussions, a written complaint should be submitted to the head of the department within ten (10) working days after a response is received from the supervisor. A grievance may be filed in the Human Resources Department and, upon request, a staff person there will assist in the preparation of a complaint and explain the steps involved in the grievance procedure. The Human Resources Department maintains files on all grievances and monitors their outcome once they have reached this level.

### **DEPARTMENT HEAD'S RESPONSE**

After receiving a written complaint, the department head has ten (10) working days to prepare a written response. In that time, the department head shall consult the supervisor involved, study all the pertinent facts, carefully examine any policies involved, discuss the issue with the employee and if possible, resolve the matter within the framework of existing university policy to the satisfaction of the employee and the supervisor. The employee and the Human Resources Department should receive written notification of the department head's response to the complaint.

If the time period has expired without a response, or if a mutually agreeable resolution is not reached within this time period, the employee has ten (10) working days to submit a written complaint to the Staff Hearing Committee. This action should be forwarded through your Human Resources Department with a copy of the notification sent to the department head.

### **STAFF HEARING COMMITTEE COMPOSITION**

The Staff Hearing Committee is made up of a pool consisting of no fewer than fourteen (14) and no more than twenty one (21) members representing administrative, professional, clerical, and service/maintenance staff. Members are appointed by the chancellor and serve a two year term with one half of the committee being replaced annually. The Chancellor of the campus appoints seven (7) of these members to review each case. The committee elects a chairman each year.

A member of Human Resources sits as an ex-officio, non-voting member of the Staff Hearing Committee, offering technical assistance on procedural and policy matters.

### **STAFF HEARING COMMITTEE FUNCTIONS**

The Staff Hearing Committee functions in a flexible and informal manner to determine whether institutional error has occurred and, if so, to recommend an appropriate corrective action. Complaints for Staff Hearing Committee review must be submitted to the Human Resources Department to be forwarded to the committee. The committee has twenty (20) working days to prepare a written response after it has received a complaint. All proceedings shall be in closed session and will not include the grievant, the party complained against, or other witnesses unless the Committee requests their oral testimony. In the event that oral testimony is requested, the

grievant and the party complained against may be present and question the witnesses. Each party may have an advisor present during the testimony who may provide personal consultation but may not actively participate in the hearing. The parties must disclose to the Chair of the Staff Hearing Committee the identity of any advisor at least two (2) working days before any hearing. No audio or video recording is permitted.

In reviewing a case two options are open to the Committee:

1. It may find no institutional error has occurred and recommend that no further action be taken.
2. It may find that institutional error has occurred and recommend a remedy for a change in the term or condition of employment.

### **STAFF HEARING COMMITTEE FINDINGS**

In all instances the committee shall make a record of its findings, a statement of its conclusion, including the reason or policy criteria used in reaching a decision, and its recommendations for resolution of the grievance. The Committee decision shall be forwarded to the Chancellor of the campus for action. Copies will be filed with the Human Resources Department as a part of the complaint record and sent to the grievant and the department head. Within ten (10) working days of receipt of the Committee recommendation, the Chancellor will accept or reject the Committee recommendation in writing after review of all file materials. The Chancellor's decision is final.

### **DOCUMENT COLLECTION**

When a grievance proceeding has been closed, all material relating to that case shall be retained on file in the Human Resources Department for five years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required by law.

## **SEXUAL DISCRIMINATION GRIEVANCE PROCEDURE**

### **GRIEVANCE ISSUES**

The Sexual Discrimination Grievance Procedure applies to all allegations of sexual discrimination. Sexual discrimination includes Sexual Harassment, Sexual Assault, and Sexual Violence.

Sexual Harassment is defined as unwelcome gender-based verbal or physical conduct that is severe, persistent or pervasive and occurs when:

1. Submission to, or toleration of, such conduct is made a term or condition of instruction, employment, or participation in other university activities;
2. Submission to, or rejection of, such conduct is used as a basis for employment or education decisions affecting the individual; or
3. Such conduct has the effect of unreasonably interfering with an individual's education or employment performance or creating an intimidating, hostile, or offensive university environment.

Sexual assault occurs when a person is subjected to an unwanted sexual act by force or threat without consent. Sexual assault includes rape, sexual contact such as touching or fondling, and the forced performance of sexual acts involving bodily contact between the parties.

Sexual violence includes sexual assault but may also consist of an attempt to obtain a sexual act or sexual

advances which do not result in a completed sexual act. Sexual violence includes all acts constituting sexual assault plus other acts such as exposure of sexual organs, gender based stalking, and gender based bullying. Gender based stalking or bullying may be carried out in person or through communications systems including telephones, e-mails, and texting,

Sexual acts occur without consent when they are perpetrated against a person's will or where a person is incapable of giving consent due to minority in age, intellectual impairment, or use of mind altering substances such as drugs or alcohol.

## **REPORT OF SEXUAL DISCRIMINATION**

Any employee, student, or visitor who believes he or she has been subjected to sexual discrimination should report the incident to the Title IX Coordinator utilizing the grievance form available on the Human Resources or Student Conduct web sites. Employees with supervisory responsibilities and university police personnel must report incidents of sexual discrimination either observed by them or reported to them to the Title IX Coordinator. In the event the sexual discrimination allegation is against the Title IX Coordinator, the report form should be submitted to the Office of University Counsel. A sexual discrimination grievance must be activated within sixty (60) days from the time the events leading to the complaint occurred. All efforts will be made to honor a request for confidentiality but confidentiality cannot be ensured. Reports of sexual assault or sexual violence will be reported to law enforcement authorities.

Criminal investigations by any law enforcement agencies or investigations conducted under the Faculty, Staff, or Student Handbooks may occur simultaneously with a sexual discrimination grievances and do not affect the grievance process.

## **TITLE IX COORDINATOR'S RESPONSE**

Within twenty (20) working days after receipt of a written grievance form, the Title IX Coordinator, or designee, will conduct a full and impartial investigation including interviewing the complainant, the accused, and any witnesses identified as well as reviewing any documentary evidence submitted by either party. As early as possible in the investigation, the Title IX Coordinator should determine whether temporary remedial measures are warranted such as suspension from employment with or without pay, suspension from classes, issuance of a no contact directive, reassignment of job duties, or changing class or classroom assignments. If immediate action is required to protect the complainant, the Title IX Coordinator shall work with the appropriate administrator to implement temporary remedial measures.

The past sexual history or sexual character of a party will not be admissible by the other party in the investigation or any subsequent hearing unless the party was found to be responsible, the previous incident was substantially similar to the present allegation, and the past actions indicate a pattern of behavior consistent with the current allegations.

After studying all the pertinent facts and documents, carefully examining any policies involved, and discussing the issue with the parties and witnesses, the Title IX Coordinator shall either (1) propose an informal resolution to the parties which, if accepted, shall be documented in writing and shall conclude the investigation or (2) prepare a formal written report making a finding, based on the preponderance of the evidence, as to whether sexual discrimination occurred, and if so, recommending a remedy which will end the discrimination, prevent its recurrence, and remove its effects on the complainant and the university community. The report shall be transmitted simultaneously to the complainant and the accused and implemented immediately. If both

parties agree with the report, the grievance shall be closed and the remedies continued. If either party does not agree with the finding of the Title IX Coordinator and desires to appeal, that party must submit, within ten (10) working days of the date of the report, a written request to the Department of Human Resources for a hearing before the Sexual Discrimination Hearing Committee. The written request will detail the alleged error of the Title IX Coordinator and the requested remedy. The Department of Human Resources will provide the party not appealing with a copy of the request. Within ten (10) working days of the date of the letter from the Human Resources Department, the party not appealing may submit a written response to the request for hearing countering any allegations in that document. Copies will be provided to the Title IX Coordinator for placement in the case file.

### **SEXUAL DISCRIMINATION HEARING COMMITTEE COMPOSITION**

The Sexual Discrimination Hearing Committee is composed of members selected by the Chancellor from the Academic Hearing Committee, the Student Conduct Hearing Committee, and the Staff Hearing Committee for that campus. The Sexual Discrimination Hearing Committee is composed of seven (7) members. When a student is the complainant, three (3) members of the committee shall be students, two (2) members faculty, and two (2) members staff; when the complainant is a staff member the committee shall be composed of three (3) staff members, two (2) faculty members, and two (2) students; when the complainant is a faculty member the committee shall be composed of three (3) faculty members, two (2) students, and two (2) staff. The committee elects a chair once convened. The Sexual Discrimination Hearing Committee shall have specific training on sexual discrimination

A member of Human Resources sits as an ex-officio, non-voting member of the Sexual Discrimination Hearing Committee, offering technical assistance on procedural and policy matters.

### **SEXUAL DISCRIMINATION HEARING COMMITTEE FUNCTIONS**

The Sexual Discrimination Hearing Committee reviews the findings of the Title IX Coordinator to determine, based on the preponderance of the evidence, whether institutional error has occurred and, if so, to recommend an appropriate corrective action. Institutional error occurs when no legitimate reason exists for the action taken. Decisions which require the exercise of judgment or discretion cannot constitute institutional error. The committee has twenty (20) working days to prepare a written response after it has received a complaint. All proceedings shall be in closed session. Because the committee will have received the entire file from the Title IX Coordinator including all witness statements, the hearing will not include the grievant, the party complained against, or other witnesses unless either (1) the Committee requests their oral testimony or (2) either party requests to testify and/or present witnesses. In the event that oral testimony is requested, the grievant and the party complained against may be present and question the witnesses. If the grievance is one alleging sexual assault or sexual violence, the parties will not question the other. Instead, the party testifying before the committee shall be screened so that they may be heard by the other party but not seen. The non-testifying party shall have the opportunity to provide written questions to the committee to be asked of the testifying witness based on his or her testimony. The committee may also question any person testifying. Each party may have an advisor present during the testimony who may provide personal consultation but may not actively participate in the hearing. The parties must disclose to the Chair of the Sexual Discrimination Hearing Committee the identity of any testifying witness or any advisor at least two (2) working days before any hearing. The Chair shall provide the list of witnesses to each party upon receipt. No audio or video recording is

permitted.

In reviewing a case two options are open to the Committee:

1. It may find no institutional error has occurred and recommend that no further action be taken.
2. It may find that institutional error has occurred and recommend a remedy different than that proposed by the Title IX Coordinator.

## **SEXUAL DISCRIMINATION HEARING COMMITTEE FINDINGS**

In all instances the committee shall make a record of its findings, a statement of its conclusion, including the reason or policy criteria used in reaching a decision, and its recommendations for resolution of the grievance. The Committee decision shall be forwarded to the Chancellor of the campus for action. Copies will be filed with the Title IX Coordinator as a part of the complaint record and sent to the grievant and the accused. Within ten (10) working days of receipt of the Committee recommendation, the Chancellor will accept or reject the Committee recommendation in writing after review of all file materials. The Chancellor's decision is final. A copy of the decision shall be provided to the Title IX Coordinator for distribution to both the complainant and the accused. The Department of Human Resources or Student Conduct (as appropriate) will coordinate the implementation of any remedies resulting from the grievance.

## **DOCUMENT COLLECTION**

When a sexual discrimination grievance proceeding has been closed, all material relating to that case shall be retained on file by the Title IX Coordinator for seven years. Care will be taken to ensure that no incomplete or inaccurate information pertaining to the grievance is retained in the file. Sexual discrimination grievance proceedings are considered confidential and no person involved with the grievance may make the documents public except as required by law.

# **INTERNET CODE OF CONDUCT**

Information Technology Resources may be used only for their authorized purposes -- that is, to support the research, education, administrative, and other functions of Arkansas State University. The particular purposes of any IT resource as well as the nature and scope of authorized, incidental personal use, may vary according to the duties and responsibilities of the user. All employees must comply with the System Appropriate Use of Information & Technology Resources Policy.



This handbook does not constitute a contract for employment with Arkansas State University, either express or implied, and Arkansas State University reserves the right at any time to change, delete, or add to any of the provisions at its sole discretion. Furthermore, the provisions of this handbook are designed by Arkansas State University to serve as guidelines rather than absolute rules, and exceptions may be made from time to time on the basis of particular circumstances. Employment at Arkansas State University is at-will. Either you or ASU may terminate the employment relationship at any time, with or without cause. The at-will relationship remains in full force and effect notwithstanding any statements to the contrary made by university employees or set forth in any documents. This employee handbook supersedes all previous employee handbooks and management memos which may have been issued on subjects covered herein.