

**LEBANESE AMERICAN UNIVERSITY
PERSONNEL POLICY STAFF SECTION**

Conditions & Regulations for Staff:

Article I – Applicability:

This section sets the conditions applicable to staff members.

Article II – Employment:

Article II-1

The employment of all full time staff shall be in accordance with the following procedure:

A request for a staff member from the supervisor is to be approved by the appropriate division head, and the Vice President concerned (or delegate).

Article II-2

To be considered for employment, an applicant must be over 18 years of age.

Article II-3

Prior to employment all applicants must produce and present to the University:

- A completed LAU application for employment.
- A valid identity card issued by the Lebanese Government or, if a non-Lebanese, a valid passport.
- A copy of their judicial record issued during the last three months.
- A certificate of educational accomplishments and work experience.
- A certificate of service from their last employer.
- A recent applicable social civil status record.
- Their Lebanese Social Security Registration Card, if previously employed.
- A medical report issued by a physician designated to the University.
- Results of the tests of skill or ability required by the University.

Article II-4

The birth date indicated on the identity card of an employee and given to the University upon employment shall be taken as the sole basis for determining the age of said employee.

If no exact date of birth is provided, the first day of July of the year of birth shall be considered the birth date.

Article II-5

Staff members shall be engaged by the University on the basis of their suitability for the position, taking into consideration factors such as education, experience, character, skill, ability, and aptitude. The decision of the University concerning the selection of candidates for employment shall be final, and the University shall not be required to give reasons for selection, or rejection, of any applicant.

Article II-6

The University, should it become necessary, reserves the right to i) move a staff member from one position to another or from one campus to another, provided that the job is comparable in pay and general nature to the position the employee was serving at and ii) request from the employee depending on the nature of his/her work to follow a fixed or variable schedule, that deviates from the general schedule set by the University as long as it does not constitute a significant disruption to the lifestyle of the employee like a change from working during the day to working at night and is within the number of working hours mandated by the applicable laws and LAU policies.

Article III – Hours of Work:

Article III-1

Staff members should observe the work hours as assigned to them by the University. All supervisors are required to inform the Human Resources Department, immediately, of any employee's absence. Unjustified absences shall be deducted from the employee's annual leave/salary. Such absences may also entail disciplinary action.

Article III-2

All staff members are classified into categories, with applicable weekly working hours for every category, as per the following:

- All managerial and general administrative employees in all departments shall work a minimum of 40 hours per week, with the exception of certain employees with direct grounds keeping responsibilities.
- All Facilities and Campus Services foremen, technicians, workers, telephone operators, drivers, and housekeeping employees shall work a minimum of 45 hours per week. Scheduling should make provision for full services to be available on Saturdays.
- Security Personnel shall work 48 hours per week on a 6 days schedule.

The workweek for the above groups of staff members may be reduced by five hours during the summer, for a period of 12 weeks, normally from about the first of June to the third week of August, depending on the needs of the University.

The University shall post a statement of the work schedule at the place of employment, and shall forward a copy of said statement to the Ministry of Labor.

As per the Labor Law, the maximum work hours per week shall not exceed 48 hours.

Article III-3

The University shall inform the Ministry of Labor of the working hours, and the period during which the working hours shall be reduced, with the exception of the summer schedule.

Article III-4

In cases of urgency, the University may require staff to work beyond their normal weekly schedule. A staff who works more than his/her normal weekly schedule, but less than 48 hours a week, shall be eligible for straight time pay or compensatory time off. Overtime is time worked in excess of 48 hours per week and is to be compensated one and a half times the normal hourly rate (Job categories "O", "S", "P" and "M"). Overtime pay or compensatory time off shall be granted to all staff in accordance with the provisions of the Lebanese Labor Law.

The following formula shall be followed in calculating the hourly rate for full time employees.

$$\frac{\text{Annual pay in L.L.}}{\text{Hours/week} \times 52 \text{ weeks}} = \text{Regular hourly rate of pay}$$

Overtime shall be assigned in writing by the supervisor, and compensation for such work shall be approved by the Administration.

Both extra hours worked, and/or compensatory time off accumulated, shall be recorded on the monthly time sheet submitted to the Human Resources Department by each staff member, and countersigned by the Supervisor.

Article III-5

All staff members shall be allocated a period of at least 36 consecutive hours of rest per week.

Article III-6

The days to be observed as holidays shall be prescribed and published by the University, and shall normally be granted on the basis of official national holidays, and designated religious holidays.

Article III-7

Where appropriate, the University shall grant the staff member overtime payment for regular holidays, and weekly rest days worked, whenever the University requests them to do so.

If a staff is required to work on a weekly rest day or a holiday, they may be granted compensatory time off with pay, or receive pay for such work consistent with the provisions of the Lebanese Labor Law.

Article IV – Work Performance:

Article IV-1

The University shall set a performance appraisal program to assess its staff. Appraisals should be conducted at least once a year in the following manner:

To the maximum extent feasible this appraisal shall be in terms of the objectives the staff member set for themselves a year earlier with the help of their supervisor. The results of the appraisal shall be forwarded in writing by the Supervisor to the Human Resources Department for further input and retention in the staff member's permanent file. This should not in any way take the place of the continuing discussions concerning performance between staff members and their supervisors.

Copies of all notices sent to a staff concerning performance or behavior should be forwarded immediately to the Human Resources Department.

Article IV-2

Staff members shall abide by the University's Personnel Policies and Procedures, Supervisor's written or verbal instructions, and all applicable Lebanese Laws and Regulations.

Article IV-3

Staff members are expected to devote their whole working time and attention to the duties assigned to them, and they are expected to perform said duties diligently, and faithfully, to the best of their abilities. No full time staff member may be permitted to engage in any other gainful employment unless a specific written permission has been issued by the University allowing such engagement.

Article IV-4

Staff members who, by virtue of their employment, have access to information and documents concerning the affairs of the University, shall treat such information, and documents, as confidential, and shall not disclose them to any person without authorization from the University, to do so.

Article IV-5

Staff members may not utilize any of the University's assets for non-University business, except if the particular employee's job so requires, and/or there is a specific authorization in writing to do so.

Article V – Health and Sanitation:

Article V-1

In compliance with the Lebanese Laws, the University will provide a clinic staffed with a nurse at each campus.

Article VI – Wages & Salaries:

Article VI-1

Wages for staff members shall be paid in Lebanese currency. Said wages shall not be less than the legal minimum wage set by the government.

Article VI-2

Payment for overtime work shall be compensated on the rate of one and a half of the regular hourly rates as specified earlier in this policy.

Article VI-3

Wages and salaries are determined in accordance with a grading system and a salary scale set by the University. Each job is classified under the said schedule and a salary range is established for each classification.

The grading system and the salary scale may be changed whenever deemed necessary by the University.

Article VII – Disciplinary Action:

Article VII-1

The University reserves the right to impose the proper disciplinary action on any act or omission committed by a staff member in violation of the University's Policies, Rules, Regulations, Procedures, and best interest.

Acts or omissions that warrant disciplinary action include (but are not limited to): Acts or omissions that warrant disciplinary action include (but are not limited to):

- Misrepresentation of documents.
- Non compliance with the University's Personnel Regulations
- Unauthorized absence from work without an excuse acceptable to the University.
- Unauthorized use of University documents, equipment, materials, or property.
- Repeated unexcused tardiness.
- Insubordination.
- Quarrelling or fighting on the job.
- Failure to report an accident while on duty.
- Offering or accepting bribes, gratuities, or commissions.

- Committing an illegal act, drinking, or carrying/passing arms on campus, unauthorized by the University.
- Falsifying University records.
- Disclosure of confidential University information.
- Sexual Harassment.
- Violation of the Code of Ethics.
- Abuse of sick leave.

Article VII-2

Disciplinary action may take one of the following forms according to the seriousness of the offense:

- Verbal reprimand.
- Written reprimand/warning.
- Suspension from duty without pay for a period not exceeding three days for any one offense. However, the right to inflict such a fine shall lapse 15 days after the offense has been established.
- Dismissal from the University's service.
- Discharge for cause under the Lebanese Labor Law.

Article VII-3

If, as a result of a serious fault, negligence, or contravention of these Regulations, the University sustains any material damage, it may recover the value of such damage from the salary of the staff concerned. In any case, the amount deducted for this purpose shall not exceed the pay of five days in any one month. This penalty shall not be imposed after the lapse of one month from the date the fault, negligence, or contravention has been established.

Article VII-4

When a staff member is detained on legal grounds, he/she shall be considered suspended from work without pay. The University's decision concerning the employee's continued employment shall depend on the nature of the charges, the period of detention, and the outcome of the case.

Article VIII – End of Service Resignation – Post Mortem Pay:

Article VIII-1

The University offers employment in accordance with its work needs. As provided for in the Lebanese Labor Law, the University may, at any time, and without prejudice to any rights arising from specific contracts, terminate the services of a staff member. Pursuant to the same Laws, an employee may elect to resign his/her position.

Article VIII-2

A staff member who is terminated by the University after completing the three months trial period shall be given a notice in accordance with the following schedule:

<u>Employee's Length of Service</u>	<u>Period of Notice</u>
≤ 3 years	1 month
> 3 years & < 6 years	2 months
> 6 years & < 12 years	3 months
> 12 years	4 months

All notices of termination shall be in writing and sent through registered mail with acknowledgment of receipt. If due to any reason, termination notice cannot be made to the staff member at his/her last address, then the University shall notify him/her, at the staff's cost, by means of publication in one daily newspaper. During the notice period, the staff member may absent himself/herself from duty for one hour per day in order to look for another job.

Article VIII-3

The University may, at its discretion, grant pay in lieu of notice for all or part of the applicable notice period.

Article VIII-4

The University may terminate the services of any staff member without termination indemnity, and without notice, in the following cases:

- If a staff member has assumed a false identity.
- If a staff member was hired on probation, and has performed in an unsatisfactory manner during his/her first three months of service.
- If it is established that a staff member has committed an act, or willful negligence, intended to cause damage to the University's material interests. Provided that in order to enforce this ground, the University shall advise the Ministry of Labor, in writing, of the offense, within three days from the date said act or negligence is established.
- If a staff member, in spite of written warnings, commits a serious breach of the Personnel Regulations of the University three times in any one year.
- If a staff member, without lawful excuse, absents himself/herself for more than 15 days in any one year, or more than seven consecutive days. The staff member shall give the reasons for his/her absence within 24 hours of his/her return. The University shall, each time, notify the staff member, in writing, of the number of days of absence without lawful excuse recorded against him/her.
- If a staff member has been sentenced to imprisonment for one year or more for having committed a felony, or if he/she commits a misdemeanor at the work place, and in the course of the work, or if the staff member is convicted of any of the offenses mentioned in the Penal Code.
- If a staff member commits physical assault on campus grounds.

Article IX – Termination:

In all other termination cases not specifically listed in VIII, the following rules will apply.

No staff member may be terminated without the written request of the supervisor, and the upper levels of hierarchy, including the Vice President concerned and the President.

Any staff member notified of termination shall have the right to appeal his/her case through the appropriate councils, and within fourteen days.

Except in cases where the basic interests of the University are affected, or a serious offense is committed endangering the persons or property of the University, and warranting immediate

termination, no staff member may be terminated unless he/she has received two warnings of poor performance, both verbally, and in writing, prior to receiving written notice of his/her termination.

No termination notice shall be valid unless at least one month's time elapses between the first and second warning, and between the second warning and the notice of termination, except as indicated in above. No termination notice shall be considered valid if a staff member has not been informed in writing by the Supervisor what the alleged poor performance has been, and how to correct it.

Prior to receiving a notice of termination, a staff member should receive a first and second warning of poor performance, which include suggestions for corrective action (s). Each warning must include a statement of what the subsequent steps shall be if the required performance level is not met.

Copies of the warning(s) and the notice of termination shall be sent to the HR Department and kept in the staff member's personal file.

The University reserves the right to terminate a staff member for cause, provided the President approves their termination.

Any staff affected by immediate termination, may appeal said decision to the President's Cabinet where both the staff and their supervisor may present their case. Such appeal does not stay the implementation of the decision.

Article IX-1

A staff member who intends to leave the service of the University shall give a notice in accordance with the following schedule:

<u>Employee's Length of Service</u>	<u>Period of Notice</u>
≤ 3 years	1 month
> 3 years & < 6 years	2 months
> 6 years & < 12 years	3 months
≥ 12 years	4 months

With respect to retirement, the University follows the mandates of the pertaining Lebanese Laws and Regulations. An extension of one year shall be given with the same rules and conditions specified in the contract in effect upon retirement. Indemnity for this last year shall be based on the last salary given, and paid directly by the University.

Article IX-2

Rights and Obligations of staff members hired on a term contract shall be governed by the provisions of said contract and the applicable provisions of the Personnel Policy- Staff Section and the Personnel Policy-Benefits Section.

Article IX-3

All clearances shall be secured before the employee signs a final Release & Discharge form.

Article IX-4

Any staff, regardless of grade/position, is entitled to appeal any case in which he/she feels they have been wronged by their immediate Supervisor, by other University Personnel, or by action of a Council, Division, Department or School. Grievances will be handled as provided for in the Grievance Policy.

Article X – Staff working on sponsored awards

As a recipient of sponsored awards, LAU might from time to time, hire staff who meet the required competencies and abilities, for the purposes of implementing the award(s), for a limited term and with varying schedules as determined by the University. Said recruitment is subject to funding availability, and as long as the award(s) is ongoing and is subject to the applicable LAU rules.

The conditions of the appointment, the job description, the duration and schedule of the employment shall be governed by *the Personnel Policy- Staff Section* where applicable, the *Personnel Policy- Benefits Section*, the terms of the applicable award(s) and other relevant sponsored award procedures, all pursuant to the provisions of the concerned staff employment contract.

Article XI – Effective Date:

The foregoing Personnel Policy-Staff Section was amended by the Board of Trustees on September 8&9, 2022 and is effective as of September 9, 2022. This Policy was adopted on June 6 & 7, 2003 and amended on the following dates - March 9 & 10, 2006; September 14 & 15, 2006; March 8 & 9, 2007; March 19 & 20, 2009; September 15 & 16, 2011 and March 21 & 22, 2019.