

- Abusing, damaging, wasting, stealing or inappropriately removing or possessing UA System Office property, records, or the property of other employees.
- Falsifying your employment application or making misrepresentations on any other personnel records.
- Falsifying records or forms with reasons for absences or leave.
- Dishonesty or falsifying UA System Office reports or committing fraud with regard to any records (including time sheets, expense accounts, etc.).
- Failure to prepare and submit required reports and/or records in a timely manner.
- Fighting, threatening violence, or otherwise starting a disturbance on UA System Office premises or

- Using profanity.
- Failing to fully cooperate in any UA System Office investigation.
- Failing to notify the UA System Office of an accident as soon as possible.
- Abuse of phone or other communication systems for personal use.
- Violation of any other UA System Office policies.

2.3 HARASSMENT

- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures); and
- Online (for example, derogatory statements or suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

2.3.3 REPORTING HARASSMENT OR RELATED RETALIATION ALLEGATIONS

Persons who believe they have been targets of harassment or related retaliation should report

System Office may terminate the employment relationship at any time. The UA System Office reserves the right to immediately terminate any UA System Office employee if it deems such action is warranted or necessary.

Guidelines

- *Work Performance.* Work performance is to be judged by the supervisor's evaluation of the quality and quantity of work performed by each employee. Failure of an employee to maintain

signed copy of all written warnings should be given to UA System Office HRD placed in the employee's personnel file. If the employee refuses to sign the written warning, that should be noted, and the unsigned copy forwarded to the employee's file. An employee who receives three

The letter of complaint shall state the nature of the problem, the pertinent facts, and the remedial action desired. Within seven working days after receipt of the letter of complaint, the next level supervisor shall investigate the matter; meet with the employee and any other personnel involved, if deemed necessary or appropriate; and respond in writing. The next level supervisor's response shall summarize what was done in investigating the complaint, what findings and/or conclusions were reached, and what action is being taken, if any.

4. If a satisfactory resolution is not achieved at this level, the employee may elect to take the problem to the person at the next higher supervisory level, following the same procedure outlined in step 3 above. If the problem is not resolved at that level, the employee may continue this procedure upward through successive levels of authority.
5. The last level of appeal shall be to the Chancellor of The System or his designee whose decision will be final. Review at the level of the Chancellor may be made solely on the basis of the letter of complaint, the supervisors' responses, and any other writings or documents which have been identified in the course of processing the complaint.

All materials generated in the above process are the property of the UA System Office. At the conclusion of the dispute all related materials will be held in a confidential file in the appropriate UA System Office location. This file will be separate from the official employee file(s).

All materials generated in the above process or any resulting lawsuit will be stored and maintained in accordance with the UA System Office's Department of Finance and Administration's Document Retention Policy.

2.6 CONSENSUAL INTIMATE RELATIONSHIPS

Consensual intimate relationships exist when employees mutually and consensually become romantic and/or sexual in nature. Consensual intimate relationships that might be appropriate in other circumstances are inappropriate when they occur in the workplace between a supervisor and a subordinate. In such situations, the integrity of employment decisions may either be compromised or appear to be compromised. In addition, consensual intimate relationships between parties of unequal power may increase the possibility that the individual in the greater position of authority will abuse his/her power or be accused of the same.

Further, it must be recognized that a subordinate employee's implied or explicit consent to a consensual intimate relationship does not preclude an assertion at some future time that the presumed consent was based on a perception of intimidation or some other compromise of free choice based on a disparity of authority. Even when both parties have consented to the relationship, it is the supervisor who may be held accountable for unprofessional behavior.

Others who are not involved in the consensual intimate relationship may also be adversely affected by such behavior because it places the supervisory individual in a position to favor or advance the other individual in the relationship at the expense of others or can have the appearance of having such bias.

one relative's work responsibilities, salary, hours, career progress, benefits or other terms and

most current issue of the Diagnostic and Statistical Manual of Mental Disorders presented by the

Department of the UA System Office. A completed Incident Report, which can be obtained from the HR Department,

Payment for OJI Expenses

Employees who are covered by the System Office's medical insurance are eligible to have all reasonable OJI-related medical expenses paid by the Blue Cross medical insurance plan. This includes any applicable co-pays or deductibles.

Employees who are not covered by the System Office medical insurance, but are covered by other medical insurance plans must inform the healthcare provider that the UA System Office is not covered by the Alabama Workers' Compensation Law. The healthcare provider must submit the charges to the employee's insurance carrier and any applicable deductibles or co-pays must be paid by the employee. Employees should submit their requests for reimbursements for out-of-pocket deductibles, co-pays, prescriptions, etc. to the HR Department of the System Office.

Lost Time/Wages

The OJI Program generally will compensate an employee for time lost because of an approved on-the-job injury or illness in excess of four calendar days. Time lost on day one (the day of the on-the-job injury or the day the on-the-job illness is discovered) will be paid through the employee's department and should be charged to administrative leave with pay. The next three calendar days are considered a waiting period during which no OJI wage benefits will be paid.

During the three-calendar day waiting period, the employee may elect to use his or her accrued sick leave, annual leave, or compensatory time (hereafter "accrued benefit time") or to take leave without pay. However, if the employee remains out of work (or on reduced time or lower wages) due to the OJI for a period of 21 calendar days from the date of the OJI, one of the following will occur: (i) Accrued benefit time used for the first three days after the day of the OJI will be replaced at the same rate and maximum as outlined below or (ii) if accrued benefit time was not used, the OJI Program will pay the lost

(e) Employee is eligible for OJI Program wage benefits beginning on Monday (the fourth calendar day after the day of the OJI).

System Office

1. An individual who has a regular ~~part~~time appointment will retain their service date when changing to a regular full-time appointment.
2. An individual who has a regular ~~full~~time appointment will retain their service date when changing to a regular ~~part~~time appointment.
- 3.

of retiring individuals to determine whether or not the *revolving door* provision of the Alabama Ethics law applies to them.

Individuals who retire from positions which may be subject to the *revolving door* provision as defined by the Alabama Ethics Commission should discuss their retirement and re-employment plans with the HR Department

In general, the *revolving door* provision applies to individuals who retire from positions of authority. These are positions in which the incumbents have authority to hire, fire, make purchases, approve or grant contracts, etc. The HR Department will provide information and general guidance to individuals who need to determine whether their position is/was a position of authority. However, the ultimate responsibility for that determination is between the individual employee and the Alabama Ethics Commission.

If, after communicating with the HR Department and after going through a determination process with the Ethics Commission, it is determined that the former employee was in a position of authority, that individual will be barred from re-employment at the UA System Office for a period of two (2) years unless they choose to suspend retirement benefits from the Retirement Systems of Alabama.

If individuals are offered re-employment at the UA System Office and they choose to suspend their retirement benefits, they are advised to seek guidance from Human Resources in advance of being re-employed. Re-employment (after suspending retirement benefits) is subject to several other important restrictions.

Former employees who retire from positions which are NOT subject to the *revolving door* provision (i.e. retire from positions which are not positions of authority) are still subject to certain restrictions and limits, especially from the Retirement Systems of Alabama. Those individuals should also seek guidance from Human Resources well in advance of their proposed retirement date, or prior to being re-employed in the UA System Office.

2.14 STUDENT EMPLOYMENT

The UA System Office employs student workers enrolled at all levels of study to assist in meeting the business needs of the UA System Office, provide University students with financial support in pursuit of their academic goals, and to provide opportunities for academic or administrative and business related job experience. For the purposes of student employment with the UA System Office, student workers are either undergraduate or graduate student assistants.

Undergraduate Student Assistant

Undergraduate Student Assistant employees must be actively pursuing a degree program from a UA System institution and enrolled in at least six (6) semester hours of credit or equivalent work during a semester after the drop/add period.

Student assistants in summer and interim terms and seniors in their final semester may be allowed to work as Student Assistant employees without meeting the above enrollment criteria. Students who have completed their degree programs generally should not continue working as student employees beyond the end of the academic year.

During summer and interim terms, graduate students may be allowed to work as Graduate Student Assistants without meeting the above enrollment criteria. Students who have completed their degree programs generally should not continue working as student employees beyond the end of the academic term in which they graduate.

Employing departments are responsible for adherence to the above guidelines.

Limits of Employment

Student employment positions are temporary and/or part-time appointments and are not eligible for UA System Office benefits or privileges of employment. Student Assistant employees may work a maximum of 20 hours per week during Fall and Spring terms. However, Student Assistant employees may work up to 40 hours per week during academic year break periods. Note: These limits apply to the total hours worked for all combined on-campus jobs.

Due to tax considerations, students cannot be employed simultaneously as both a staff and student

be paid time and a half their regular rate of pay if the hours worked in any workweek are greater than 40. The workweek at the UA System Office begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

Graduate Student Assistants employed by the UA System Office are paid a monthly stipend and are not eligible for overtime pay. Depending on departmental approval and funding availability, some Graduate Student Assistants may receive tuition assistance.

Exceptions may be made only by the UA System Office Department of Human Resources.