

SOUTHERN UNIVERSITY SYSTEM

(Baton Rouge, Law Center, New Orleans, Shreveport)

HANDBOOK

FOR

UNIVERSITY HUMAN RESOURCES

Prepared by

The Office of Human Resources Services

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INTRODUCTION

Welcome to the Southern University System. We hope that your relationship with the University is both long and productive. To promote this, we have provided you with your own copy of our Human Resources handbook. The information in the handbook will not only acquaint you with University policies, but will answer many of your questions. All of the questions cannot be answered because you will have some which will pertain only to information needed by you; therefore, feel at liberty to stop by the Office of Human Resources and discuss any questions or problems which you might have which are not covered in this handbook.

We are a part of the State Civil Service Program and the Southern University Board of Supervisors, and this handbook does not replace or change any of the regular Civil Service rules or the Southern University Board of Supervisors' Policies. We are glad to have you with us and hope that you enjoy your work while you are here.

APPLICATION, AMENDMENT AND DEVIATION OF HUMAN RESOURCES POLICIES

Application of these policies and procedures is effective for all employees of the Southern University System.

Amendments to these Human Resources policies, procedures, and practices are subject to change at Southern University's discretion in order to maintain legal compliance, operational effectiveness, and the general scope of desired work-place conditions. Upon amendment of any part of this handbook, Southern University will endeavor to use normal communication channels to apprise employees, in a timely fashion, of such changes and their effect, if any. Each employee covered or affected by this handbook is responsible for knowledge of and compliance with all provisions contained herein. Violations of these policies and procedures will be corrected on a case-by-case basis depending on individual merit and circumstance. Only as a last resort, or under repeated or serious infractions, will Southern University initiate disciplinary measures as a means of correcting violations, as Southern University is fully committed to the success of every employee and the belief that all people must be willing to assume responsibility for their own actions.

Nothing contained in this handbook creates an employment contract implied or otherwise. While progressive discipline is the principle, letters of counseling/warnings may be given an employee in lieu of a suspension, but such letters of counseling/warnings are considered progressive discipline. Such letters of counseling/warnings count as a separate violation for the commission of that offense.

YOUR JOB

A new job is a new experience regardless of the previous experience that you might have had in a similar job. There will be new people with whom you will work; there is new or different equipment with which you must become familiar; the physical surroundings are new, and the working hours may be different. We welcome you to our “Family” and hope that your stay with us will be pleasant and mutually profitable. We are a State supported institution, and our employees are governed by the rules of the State Civil Service, and the Southern University Board of Supervisors. We are also an educational institution and it is not always possible for us to observe the specific holiday schedule that may be stated by the State of Louisiana. However, as you will see when you read the section devoted to holidays, an explanation and a method of satisfactory adjustment has been reached.

The specific details concerning your job will be given to you by your supervisor and/or department head after you have been assigned. They will introduce you to the employee with whom you will be working, acquaint you with any departmental rules and generally assist you in becoming adjusted in your new surroundings. If you plan to drive a privately owned automobile to work each day, ask your supervisor to direct you to the Campus Police Office so that you might properly register it to avoid receiving a parking violation citation.

WORKING HOURS

Some departments must be in operation twenty-four (24) hours each day, or require more than eight (8) hours of duty per day. The work schedule for each department is not included here. Your supervisor will give you the schedule of working hours that applies to your particular job. This will also include the time allowed for lunch. The normal University office hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday. There are some offices where the nature of the services that are rendered necessitate their being open during the lunch hour and/or on Saturday mornings. If you are assigned to a department that falls into this category, your supervisor will explain your work schedule and form of compensation. Our lunch period for office employees is one (1) hour - from 12:00 (noon) to 1:00 P.M. Your supervisor will give you the lunch hour if it differs from this time period.

PARKING

Southern University provides a designated parking area for the convenience of employees, and to better enable employees to report to work on time. Employees using their personal vehicles for work travel are encouraged to arrange transport pools with other employees, and utilize only the designated employees' parking areas.

RELIEF PERIOD (BREAK)

No specific period is designated as the so-called fifteen (15) minute “coffee break” but it is generally understood that a brief few minutes in the morning and in the afternoon increases the morale of the employee and hence his/her output of work. The University and your supervisor rely upon you in not abusing this privilege, otherwise, you will, of necessity, suffer the consequences of the abuse of this privilege.

OVERTIME

Overtime work is occasionally required in some departments. When it is necessary for you to work overtime, you will be paid at the overtime rate or granted “K” time depending on the budget of the University/Department. Administrative Officers and unclassified exempt employees are not paid overtime or granted “K” time.

All non-exempt employees are eligible to receive overtime compensation at the rate of one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours each workweek in accordance with Federal Law. Employees designated as executive, administrative, and professional, based on legal definitions, are exempt from overtime pay, and therefore not covered by this policy. Any exception in these categories must have the approval of the Board of Supervisors.

All overtime worked by non-exempt employees must be approved in advance by the Chancellor. Overtime hours worked by non-exempt employees without the Chancellor’s approval may be regarded as a violation of Southern University’s policy and therefore subject to disciplinary action.

Employees who work approved overtime will record such hours on their time sheet. Overtime pay will be calculated on the basis of actual hours worked over 40 hours in a workweek; therefore, paid time off such as annual leave, sick leave, compensatory leave holidays do not count as hours worked for the purpose of determining overtime pay eligibility.

PHYSICAL EXAMINATION

All employees in the Food Service Units are required to present certificates of health before beginning their employment. This certification must be current and must be signed by a Physician; the cost of the examination is borne by the employee. Any employee in the Food Service Units who has been exposed to a contagious disease must bring a certificate from a Physician stating that there is no further danger to the public in their handling or being near food. Failure to report contact with a contagious disease will result in disciplinary action up to termination.

LOYALTY OATH

Each employee is to sign an oath affirming his allegiance to the Constitution of the United States and the Constitution and Laws of the State of Louisiana.

CONFLICTS OF INTEREST

Employees will not be allowed to solicit, obtain, accept, or retain any personal benefit from any supplier, vendor, or any individual or organization doing or seeking business with Southern University. As used here, personal benefit means a gift, gratuity, favor, service, compensation in any form, discount, special treatment, or anything of monetary value. The following may serve as exception, but employees should consult with Human Resources Services when circumstances are difficult or doubtful as to the propriety:

1. The purchase of business - meeting needs.
2. Consumable gifts offered to an entire work group during the holiday season where rejection would damage the spirit in which the gifts were offered.

However, nothing contained herein is meant to supersede or replace the Code of Ethics for the State of Louisiana.

OFF-DUTY CONDUCT AND EMPLOYMENT

Generally, Southern University regards the off-duty activities of employees to be their own personal matter rather than that of Southern University. However, certain types of off-duty activities by employees represent the potential of a material business concern to Southern University, and for that reason the following is established with intent to specify conditions and guide employees:

1. Employees who engage in, or are associated with illegal, immoral, or inimical conduct, the nature of which adversely affects Southern University, or their own ability or credibility with regards to carrying out their employment responsibilities, may be subject to disciplinary action including termination.
2. Employees may engage in off-duty employment, provided that:
 - a. The employment does not conflict with the employee's work schedules, duties, and responsibilities. The Employee must complete the University's Outside Employment Form and get necessary approvals.
 - b. The employment does not create a conflict of interest or incompatibility with Southern University's employment.
 - c. The employment does not create a detrimental effect upon the employee's work performance with Southern University.
 - d. The employment does not involve conducting business during hours of employment with Southern University.

Self-employment is considered off-duty employment and falls under the same conditions as other off-duty employment.

An employee who sustains an injury or illness in connection with off-duty employment will:

1. Not be entitled to receive workers' compensation benefits provided by Southern University.
2. Not be entitled to receive paid sick leave. If sick leave is paid in error, Southern University may be entitled to recover such wages from the employee.
3. Not accrue credit for vacation sick leave or any other discretionary employment benefits during the period of absence resulting from such injury or illness.
4. Not be entitled to normal contribution by Southern University toward health care benefit premiums during a period of absence resulting from such injury or illness.

In those cases where off-duty, employment-related, injury or illness results in an employee's temporary disability, the employee must either request and obtain leave of absence without pay, or request and use accrued part time off whereby items 3 and 4 above would not apply, or be subject to termination by Southern University due to lack of availability for work.

METHODS OF FILLING POSITIONS

Each of our classified positions is filled in accordance with the rules of Civil Service; the type of appointments, and an explanation of each follows:

RESTRICTED (Civil Service)

This is a temporary appointment made to take care of emergency work, or replace an employee who is out due to illness and who occupies a position that cannot be absorbed by fellow employees. Persons who are appointed in this manner are paid only for time worked, they do not accumulate sick or annual leave and are not entitled to pay for holidays when the University is closed. This appointment is issued for a maximum of ninety (90) calendar days in a twelve (12) month period.

JOB APPOINTMENT (Civil Service)

This is an appointment made to fill a temporary vacancy for a specified period not exceeding twelve (12) months. Appointments are made from a list of eligible persons or, if none exists, any person possessing the qualifications specified in the appropriate standard as requirement for admission to the examination.

PROVISIONAL (Civil Service)

This is an appointment made of a qualified person to fill a vacancy when there is not a list of five (5) or more eligibles available. The employee in this category must successfully pass the written examination for his/her class of position before he/she becomes eligible for probation. If the employee fails all or part of the examination the first time, it will be his/her responsibility to contact the Department of Civil Service so that he/she may be rescheduled for a later examination.

PROBATIONAL (Civil Service)

This is an appointment made from a list of persons who have already passed the examination, or whose training and experience qualifies them for the particular position. There is a twelve- month probationary period during which time the supervisor determines whether the employee possesses the other qualifications for the position in addition to the technical skills.

REINSTATEMENT (Civil Service)

When a vacancy exists for which he is qualified, a former employee who had permanent status, may be reinstated with probationary status provided the reinstatement is within five (5) years from separation and provided that the separation was not for cause. The reinstatement must be to a position having the same or a lower entrance salary as the class in which the employee had permanent status.

PROMOTION

A promotion results in a change of permanent employee status to a higher position.

DEMOTION

A demotion of an employee may result from inefficiency, the employee's own request, or from other legal causes.

ACADEMIC RANKS
(As taken from Board Policy)

The following academic ranks are recognized:

Instructional & Research
Ranks - Full-Time

Professor, Full-Time
Adjunct Professor, Part-Time
Associate Professor, Full-Time

Assistant Professor, Full-Time

Instructor, Full-Time

Cooperating Teacher

Instructional & Research
Ranks - Part-Time

Professor, Part-Time

Associate Professor, Part-Time
Adjunct Associate Professor, Part-Time

Assistant Professor, Part-Time
Adjunct Assistant Professor, Part-Time

Instructor, Part-Time
Adjunct Instructor, Part-Time

The title of Professor may be modified to indicate particular distinction as approved by the Board of Supervisors. The title “Adjunct” is used for persons employed from outside the Southern University System who participate and contribute to research or instructional activities domiciled on one (1) of the campuses constituting the Southern University System.

The title “Cooperating Teacher” is used for persons employed in the public school system who work with student teachers from the College of Education.

The following ranks for the administrative and professional positions in the Cooperative Extension Service are recognized:

Director
Specialist
Associate Specialist
Assistant Specialist
Area Agent
Assistant Area Agent

County Agent
Associate County Agent
Assistant County Agent
Home Economist
Associate Home Economist
Assistant Home Economist

The Cooperative Extension Service at Southern University is an integral part of the Louisiana Cooperative Extension Service and is operated by Memorandum of Agreement between Southern University and Louisiana State University to facilitate one extension in the State of Louisiana.

KINDS OF ACADEMIC STAFF APPOINTMENTS

(As Taken from Board Policy)

Temporary - Any appointment that is for a specified limited period and does not lead to consideration for tenure is considered a temporary appointment.

Example: Substitute teachers for emergency situations or for teachers on leave or persons from business or industry who teach a limited number of courses for a limited time.

Probationary - Probationary appointments are for a specified period of time. Such appointment is ordinarily for at least one (1) academic year as indicated on the contractual statement, subject to renewal. These appointments ordinarily lead to consideration for tenure.

Tenured - Tenured appointments are for an indefinite period of time. Tenure is not a guarantee of lifetime employment. It assures that the employee will not be dismissed without adequate justification and without due process.

PROMOTION IN ACADEMIC RANK

(As taken from Board Policy)

Promotion in academic rank is based on merit. Teaching excellence, personal professional growth and development, involvement in creative and research activities and services to the University and community are the recognized criteria employed in the evaluation of Human Resources for promotion. The President, with the assistance of the Chancellors, appoint a system-wide committee to formulate system-wide procedures and criteria for promotion to be submitted to the President for recommendation to the Board.

TERMINATION OF ACADEMIC APPOINTMENTS

(As taken from Board Policy)

A. Non-renewal of a probationary appointment shall be given in writing to faculty members in advance of the expiration of their appointment as follows:

1. Not later than March 1, of the first academic year of service if the appointment expires at the end of that year; or, if a one (1) year appointment terminates during an academic year, at least three (3) months in advance of its termination;
2. Not later than December 15, of the second academic year of service if the appointment expires at the end of that year; or, if an initial two (2) year appointment terminates during an academic year, at least six (6) months in advance of its termination;
3. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the institution.

B. Termination of faculty employment may result from cause, financial exigency, discontinuance of a program or department of instruction, medical reasons, resignation, retirement, or contingent matters directly related to those enumerated.

TENURE

(As taken from Board Policy)

The University subscribes to the principles of tenure for academic staff as set forth in the following statement of the - American Association of University Professors:

“Tenure is a means to certain ends; specifically, (1) Freedom of teaching and research and of extra-mural activities, and; (2) A sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure is indispensable to the success of an institution in fulfilling its obligations to its standards and to society.”

**SOUTHERN UNIVERSITY OBSERVES THE FOLLOWING
RELATIVE TO TENURE:**

1. The Board of Supervisors has the ultimate responsibility for employing academic Human Resources and for awarding or denying tenure to academic Human Resources. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the institution and employee before the appointment is consummated.
2. Indeterminate tenure shall be earned by full-time academic Human Resources with respect to academic rank only.
 - a. Administrators shall not earn tenure except in their capacity as members of the faculty.
 - b. Faculty members at the rank of Instructor shall be on annual appointment and shall not be eligible for tenure.
 - c. Assistant Professors, or the equivalent, shall be eligible for tenure after serving the established probationary period.
 - d. Faculty members promoted to the rank of Associate Professor, Professor, or equivalent shall be awarded indeterminate tenure and shall be formally notified in writing within ninety (90) days of Board action.
 - e. Faculty members initially employed at the rank of Associate Professor or equivalent shall serve a probationary period of four (4) years.
 - f. Faculty members initially employed at the rank of Professor or equivalent shall serve a probationary period of four (4) years.
 - g. Faculty members appointed to the rank of Professor, or Associate Professor, while being paid from a grant or contract for services may not be granted indeterminate tenure, but may be granted limited tenure, not exceeding the duration of the grant or contract.
3. Full-time academic Human Resources below the rank of Associate Professor or equivalent shall serve a probationary period not to exceed seven (7) years of continuous service. For the purpose of computing continuous service during the maximum seven (7) year probationary

period, service at all ranks shall be included. Leaves approved by the Board may be included in individual cases at the discretion of the Board.

a. At the end of the first year of continuous service, such faculty members shall be evaluated for the purpose of determining eligibility for tenure.

b. Before the end of the sixth (6th) year, the results of each individual's evaluation shall be provided to that individual. In the event tenure is to be denied to an Assistant Professor, twelve (12) months written notice of termination shall be given. In the event tenure is to be awarded, affected faculty members shall be informed in writing.

c. For the purpose of the probationary period, credit shall be given for prior service within the Southern University System; credit may be given for prior service at other Institutions at the discretion of the Board.

d. Recommendations of those to be considered for tenure shall originate in the various academic departments, with tenured faculty and departmental Chairpersons initiating the recommendations. Final authority for granting or denying tenure shall rest with the Board.

4. Tenured faculty members shall retain their status until they retire, resign, or are terminated for cause or as a result of financial exigency.

5. The provisions of this policy are not retroactive. Therefore:

a. All persons holding tenure on the effective date of this policy, _____ shall retain tenure.

b. This policy shall in no way affect any rights acquired by any person employed by Southern University prior to the effective date of this policy.

YOUR PAY

The salary of all persons in the Classified Service is in accordance with the pay scale as adopted by the State of Louisiana, recommended by the State Department of Civil Service and approved by the Louisiana Civil Service Commission and the Governor. Each classification has a minimum and a maximum salary range for each class. No employee is hired at a salary that is less than the minimum for the class of position that he/she is to occupy. The salary of unclassified faculty, administrators, etc.) employees is in accordance with University and Southern University Board policies and these employees are given a contract each year; budget permitting.

PAY DAY

When you get paid depends on which payroll schedule you are on. There are two (2) schedules: monthly and bi-weekly. All payments are made by checks. If you are on the monthly payroll, you will be paid on the last day of each month unless it falls on a Saturday or Sunday, or a holiday, in which instance the checks will be issued on the last working day of the month. If you are on the Faculty monthly payroll, you are paid thirty (30) days after you begin work during the Fall Semester. Bi-weekly employees are paid every other Friday. All payrolls are due in the Office of Human Resources in accordance with the schedule that is sent to each department.

HOW YOU RECEIVE YOUR CHECK

If you are on the monthly payroll, your check will be mailed to whatever mailing address you furnish the Office of Human Resources and the Comptroller's Office. Any changes in mailing addresses should be reported immediately to the Office of Human Resources. If you are on the bi-weekly payroll, your immediate supervisor or departmental representative will receive the checks for the entire department beginning at 10:00 a.m. or at a time specified by the Comptroller on the specified pay day and will then be issued to you individually at the department's office, or your check will be mailed to you. All employees must sign the payroll in the space designated by their name. Employees failing to sign the payroll must pick up their check from the Office of Human Resources Services.

DEDUCTIONS

The University must withhold Federal Income Tax from your pay. The amount varies with the number of dependents which you report on your payroll form or W-4 which you fill out at the time of your employment or any subsequent changes which you might make. In order for a change to take effect on your current check, the corrected form W-4 must be in the Office of Human Resources two (2) weeks prior to payday. In addition, we must deduct State Retirement which is seven percent (7.5%) or Teacher Retirement which is eight percent (8.0%) of your gross salary per pay period. The former and latter is subject to vary from year to year. We will have to deduct Social Security if you are not eligible to become a member of the State Retirement System (LASERS) or Teacher Retirement System. This amount is as outlined later in the section on Social Security. We have Group Health (Medical), Accident and Life Insurance of which the majority of our employees are members; the amount deducted would vary according to your coverage. Other deductions include but are not limited to: Payments to the Credit Union, United Way Givers, Annuities, etc. These deductions will be made before you receive your check and are recorded on the stub of your check for your information and record purposes.

DEDUCTIONS (OTHER)

We accept Garnishments and Levies when they are served through the Sheriff's Office, the Constable's Office or by the United States Government. By law we must deduct based on the number of dependents and your salary, twenty-five percent (25%); for child support we deduct whatever is listed and if this means all of your check, then it is all taken. In each instance you will be notified in writing, prior to the first deduction, of the amount to be taken, the name of the company initiating the garnishment and whom you may contact if you have been garnished in error. Please read your payroll carefully prior to signing your name.

INCREASES

An employee under Classified Service becomes eligible for a raise at the end of six (6) consecutive months of satisfactory employment after the probationary period. Every twelve (12) months thereafter, an employee becomes eligible for a step/merit increase. Step/merit increases vary per month depending upon the job classification you may hold. Merit increases are presently four (4) percent of base salary and are determined by Louisiana Civil Service. An employee who receives a service rating of "unsatisfactory" is not eligible for a step/merit increase.

Although an employee becomes eligible for a merit increase as listed above, he is not automatically entitled to it by virtue of six (6) months or the end of each twelve (12) months thereafter. Increases are generally recommended once a year to be included in our annual budget; our fiscal year runs from July 1, through June 30. Your immediate supervisor recommends you for a raise based upon your service rating, your attendance, your punctuality, and the services performed. The Budget Officials study the recommendations from all departments, keeping the total University Budget in mind and they either agree or disagree with the recommendation of your department head. The President and Chancellor of the University study the recommendations of the Budget Officials (University) and approve or disapprove. The budget is then submitted to the Southern University Board of Supervisors for its approval or disapproval. The budget is reviewed and recommendations are made in accordance with the policies of the Division of Administration, Board of Regents and Southern University Board of Supervisors. The necessary funds for your pay increases and other University Operations are appropriated by the Louisiana State Legislature when it meets in regular session beginning in April of each year. The funds appropriated are then allotted by the University keeping foremost in mind the function, purpose and the continuation of its existence and your future employment.

LEAVE GUIDELINES

DEFINITIONS

A. Academic Employee:

1. Faculty - Full-time members of the academic staff on the various campuses with the rank of Instructor or above and equivalent ranks.
2. Other Academic - Part-time members of the academic staff; members of the academic staff below the rank of Instructor or equivalent; and other Human Resources with academic responsibilities not holding faculty rank.

B. Administrative Leave: (See Special Leave)

C. Annual Leave: Leave with pay granted an employee for the purpose of rehabilitation, restoration, and maintenance of work efficiency, or the transaction of any personal affairs.

D. Civil Leave: Leave with pay without loss of annual leave, or sick leave granted an employee to perform Jury duty, to appear as subpoenaed before a court, public body, or commission, to perform civil duties in connection with national defense or other civil emergencies, or to vote. Plaintiff and defendant must use annual leave or leave without pay.

E. Classified Employees: All employees in positions covered by the provisions of the Civil Service System of the State of Louisiana.

F. Compensatory Leave: Leave granted to eligible classified employees or unclassified exempt employee, under federal Law in compensation for overtime work.

G. Emergency Leave: Leave granted by the System President or Chancellor to a group of employees who have been affected by extraordinary conditions which are defined at the time of the emergency.

H. Full-time academic and Unclassified (12 month) Employee: A member of the academic or unclassified staff on full-time status as defined on the appointment form. For leave accrual purpose the work week is deemed to be forty (40) hours.

- I. Full-time Classified Employee: The standard work week of each full-time employee in the classified service shall be forty (40) hours except that the Chancellor may specify a work week exceeding forty (40) hours for employees in specific classes of positions within the University or with the approval of the Civil Service Commission for employees in specific divisions or activities within the University.
- J. Holiday Leave: Leave with pay.
- K. Leave of Absence: Permission to be absent from duty.
- L. Leave to Obtain Advanced Degree: Leave granted to eligible faculty for study which will culminate in the receipt of an advanced degree.
- M. Leave of Absence Without Pay: Leave granted to employees for good cause under stipulated conditions.
- N. Maternity Leave: (See Sick Leave)
- O. Military Leave: Leave with pay granted an employee who is ordered to duty with troops or at field exercises or for instruction with any branch of the Armed forces, including the National Guard.
- P. Part-time Academic or Unclassified Employee: A member of the academic or unclassified staff on part-time status as defined on the appointment form.
- Q. Part-time Classified Employee: When the services of an employee are not needed on a full-time basis (40 hours per week), a regular tour of duty on a part-time basis may be established.
- R. Sabbatical/Academic Leave: Leave granted for study and research, the object of which is to enable the faculty to increase their professional efficiency and usefulness to the University.
- S. Sick Leave: Leave with pay granted an employee who is suffering with a disability as a result of accident, illness, or childbearing which prevents the employee from performing usual duties and responsibilities or who requires medical, dental, or optical consultation of treatment.

Unclassified Employee:

- 1. Administrative officers and professional staff, and positions specifically exempt from the classified service under Article X of the Constitution of the State of Louisiana.

2. Other positions exempt from the classified service by special action of the State of Louisiana, Department of Civil Service.

GENERAL LEAVE POLICY

No employee shall be absent from their duties without proper authorization. It is the responsibility of the department head to receive and review requests for all leaves of absence for all employees and approve or disapprove such requests in accordance with University policy, and to ascertain that the department staff keeps accurate leave records on all departmental employees and reports information on attendance, leave taken, and leave refused, by properly completing payrolls and change-in payrolls. All leaves of absence should be reported on SU Form 624, Application for Leave.

Unauthorized leaves of absence will be dealt with through disciplinary policies. An employee should not maintain his/her own attendance and leave reports.

SICK LEAVE

An employee who is absent from work because of illness or disability or other circumstances for which sick leave is appropriate shall immediately report the absence to designated department official, and upon return to duty, file written certification for the amount of sick leave taken. Scheduled medical appointments are to be requested and approved in advance by an appropriate department official. The abuse of said leave privileges will result in disciplinary action.

PROCEDURES FOR JURY DUTY

1. An employee summoned for jury duty should notify, and submit the notice, to his/her supervisor as soon as it is received.
2. When the jury is not meeting, the employee will be required to report for work. Likewise, the employee may be required to report for work before and/or after the daily tour of jury duty period as time and circumstances warrant.
3. Upon completion of jury duty, the employee will obtain and submit to his/her supervisor documentation of the periods he/she so served. Failure to do so will result in the employee being placed on unauthorized leave without pay status.
4. A shift or weekend worker may be scheduled on a Monday to Friday work week with a daily starting time corresponding to that normally existing in his/her department for the day shift.

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted to employees for good cause. The reasons must be acceptable to the University and the operations of the granting department must not be seriously affected. The term of the leave and service commitments subsequent to the leave may not extend beyond the period for which support is committed to the position or contract. Normally the person taking leave of absence without pay will return to the University after the leave. Good cause for granting leave of absence without pay may be interpreted to include, but not be limited by the following: extended illness; need to provide care for members of the family; education which will directly increase job effectiveness; adoption of children; or in special situations, temporary employment outside the University when it is in the interest of public service and/or will be beneficial to the University upon the employee's return.

The following should be considered in evaluating requests for leave without pay:

1. The effect upon the department if leave without pay is granted;
2. The recommendation of the immediate supervisor;
3. The length of University employment and other leaves taken; and
4. The probable effect of the leave on the professional development of the individual as it will benefit or cause disadvantage to the University.

MILITARY LEAVE

Employees who are members of a reserve component of the Armed Forces of the United State or of the National Guard shall be granted leave for periods not to exceed fifteen working days in any calendar year when ordered to active training duty. Such leave shall be given without loss of pay, annual or sick leave, or efficiency rating; and upon return, the employee shall be restored to his/her position. Any portion of a military leave in excess of fifteen working days during a calendar year shall be leave without pay, unless chargeable against accrued annual leave.

SPECIAL LEAVE

Leave with pay may be granted to an employee by the department head:

- A. If the System President or Chancellor determines that because of local conditions, it would be impossible or impractical for the employee to report to work.

- B. For limited periods, if assignments to other than regular duties at regular locations will prove beneficial to both the employee and the University.
- C. To attend funeral rites of a relative as designated by governing statutes. A maximum of two days special leave may be granted on any one occasion.
- D. To participate in a State Civil Service examination or to take other examinations pertinent to the employee's position.
- E. To report for a pre-induction physical incident to possible entry into the U.S. Military Forces.

PAYMENT FOR LEAVE

A. Terminal Payment of Leave

1. Terminal payment of an academic or unclassified employee may not exceed an amount representing:

300 hours of unused annual leave at the time of termination for any reason

200 hours of unused sick leave upon retirement or death prior to retirement

B. Use of Annual Leave

1. Annual leave must be applied for by the employee and may be used only when approved by the department head.
2. Annual leave shall not be charged for non-work days
3. The minimum charge to annual leave records shall not be less than one-half hour.

C. Enforced Annual Leave

The University may require an employee to take annual leave whenever, in the judgment of the administration, such action would be in the best interest of the University, but no employee shall be required to reduce accrued leave to less than thirty(30) working days or the equivalent thereof in hours, however, the employee may be required to take any part or all of the accrued annual leave prior to being granted leave without pay.

D. Payment of Annual Leave Upon Separation (Classified)

1. No terminal payment for annual leave shall exceed the value of 300 hours, computed on the basis of the employee's hourly rate of pay at the time of separation.. Upon separation or retirement , an employee shall be paid the value of his/her accrued annual leave in a lump sum disregarding any final fraction of an hour. The payment of such leave shall be computed as follows:
 - a. When an employee is paid wages on an hourly basis, the regular hourly rate is multiplied by the number of hours accrued annual leave.
 - b. When an employee is paid on a monthly basis, the equivalent hourly rate is determined by dividing annual salary by 2080. The number of hours of accrued leave is then multiplied by the equivalent hourly rate obtained.
 - c. No payment for annual leave upon separation shall operate to continue the payee as a classified employee of the University beyond the last day of active duty.
 - d. When an employee who has been paid upon separation for accumulated annual leave is re-employed in a classified position, he/she shall pay the agency which re-employs him/her the value of said annual leave at the rate paid, less the value of the working hours occurring between the last day worked and the date of re-employment and shall be given credit for the number of hours of annual leave for which he/she has made reimbursement.

E. Application and/or Certification Required when Using Leave

Annual Leave

Annual leave is granted at the convenience of the University in the following manner:

1. For periods of two or more work weeks, the supervisor's decision will be based upon the department's work load, and scheduled vacations of other employees. Written application for this type of leave should be made at least three weeks in advance.
2. For periods of less than one work week, approval will be based upon the department's work load and the employee's work and attendance record. This criteria are more stringent due to the disruption and scheduling difficulties associated with leaves of short duration. Application for a short leave must be submitted in writing at least 3 days prior to the requested leave date. In the event of an emergency, the supervisor may waive

the 3-day prior notice. The supervisor may also request reasons for leave should the circumstances warrant. Any employee failing to report to work when a request for leave has been denied, will be considered on leave without pay and will be subject to disciplinary action.

F. Cancellation or Continuance of Annual and Sick leave Credits Upon Termination

1. All annual leave accrued by an employee whose services are terminated for cause except that for which he must be paid (up to 300 hours), and all sick leave accrued shall be canceled at the time of termination.
2. All annual leave accrued by an employee for which he/she is not paid upon being laid off and all sick leave accumulated, shall again be credited if the individual is re-employed within five years following the layoff.
3. All annual leave accrued by an employee for which he/she is not paid upon resignation and all unused sick leave accumulated shall again be credited if the individual is re-employed in the Classified Service within a period of five years from the date of separation; it should be understood that the privileges of this rule shall not extend to any employee whose last separation from the Classified Service was by resignation to avoid possible disciplinary action.
4. All annual leave accrued by an employee for which he/she was not paid and all sick leave accrued at time of separation to enter military service shall be credited upon re-employment in a classified position following such military service, regardless of the length of separation from the university.
5. Subject to the provision of transferring annual and sick leave between agencies and above, all annual leave for which the employee is not paid upon resignation and all sick leave accrued by an employee who resigns shall be canceled.

G. Transferring Annual and Sick Leave Between the University and Other State Agencies

1. When an employee changes from employment in one state agency to employment in another state agency, within a period of thirty calendar days, all accrued annual leave which is not paid and all accrued sick leave shall be certified by the former agency to the new agency and shall be credited to the employee. Payment of accumulated leave credits will not be applicable in transfers between state agencies.
2. The annual and sick leave credits of an unclassified employee, earned under the provisions of an Executive Order of the Governor, who enters the Classified Service without a break in service of one or more working days, shall be certified and credited in the same manner as provided in this rule for classified employees.

LEAVES
(Civil Service)

There are several types of leave to which employees are entitled under Civil Service Rules and Board Policies. These are listed and interpreted in light of University Policy.

ANNUAL OR VACATION

Annual leave is leave with pay granted an employee for the purpose of rehabilitation, restoration and maintenance of work efficiency or for transaction of personal affairs. Annual leave is accumulated by each full-time employee and part-time employee who has an established tour of duty. This leave is based on the following schedule and is creditable at the end of each calendar month. The following applies to all employees except teaching faculty and other nine (9) month contracted employees.

1. Employees with less than three years of service accrue annual leave at a rate of .0461 per hour for each hour of regular duty.
2. Employees with three, but less than five years of service, accrue annual leave at the rate of .0576 per hour for each hour of regular duty.
3. Employees with five, but less than ten years of service accrue annual leave at the rate of .0692 per hour for each hour of regular duty.
4. Employees with ten, but less than fifteen years of service, accrue annual leave at the rate of .0807 per hour for each hour of regular duty.
5. Employees with fifteen or more years of service, accrue annual leave at the rate of .0923 per hour for each hour of regular duty.

No employee shall be credited with annual leave for any overtime hour or any hour of leave without pay. Nor shall he/she be credited with annual leave while he/she is on leave with or without pay, until such time as he/she returns to active working duty, except where inability to return to duty is caused by illness or incapacity as defined in Rule 1.39.1; for any hour in on-call status outside his/her regular duty hours as defined in Rules:

11.1 and 11.2; for any hour of travel or other activity outside his/her regular duty hours as defined in Rules 11.1 and 11.2; for any hour of a holiday or other non-work day which occurs while he/she is on leave without pay.

Accrued unused annual leave earned by an employee shall be carried forward to succeeding calendar years without limitation. Upon death, retirement or resignation, the employee may be paid up to 300 hours of accumulative annual leave. The hourly rate at that time will be the hourly rate used to arrive at the amount to be paid for unused annual leave.

GENERAL ANNUAL/SICK LEAVE/VACATION INFORMATION

1. Teaching Faculty employees only accumulate Sick Leave as do certain employees in Student Human Resources while all other employees accumulate both Annual and Sick Leave.
2. Leave accrual is based on each hour of regular duty not on overtime hours, leave without pay, or on-call status, etc.
3. All unused Sick Leave is certified to the respective retirement office for processing to your Accumulated Retirement.
4. The University will grant vacations, with pay, to all eligible, permanent employees where such is accumulated. The University will grant Sick Leave with pay, for illness and injury where such is accumulated and is in accordance with existing laws.

ANNUAL LEAVE AND SICK LEAVE IN ROUND FIGURES

The following is the schedule for accruing Annual and Sick Leave for the employees in the Southern University System.

Less than 3 years	8 hours per month
3 and less than 5 years	10 hours per month
5 and less than 10 years	12 hours per month
10 and less than 15 years	14 hours per month
15 or more years.....	16 hours per month

ACT NO. 241

House Bill No. 331 By Messrs. Schmitt, Rice, Freeman, Landry, Miles, D'Gerolamo, Hollins, McLeod, Anzalone, Marullo and Fowler

AN ACT

To amend and re-enact Subsection B of Section 421 of Title 42 of the Louisiana Revised Statutes of 1950 to provide that accrual of annual leave and payment for accrued leave after separation from office for unclassified state employees shall be on the same basis as for classified state employees and otherwise to provide with respect thereto.

Be it enacted by the Legislature of Louisiana:

Section 1. Subsection B of Section 421 of Title 42 of the Louisiana Revised Statutes of 1950 is hereby amended and re-enacted to read as follows:

421. Annual Leave; limitation on amount of payment in lieu thereof.

B. No limitation shall be placed upon the amount of annual leave which any employee of the state or of any state agency may accrue during the period of his employment; provided, however, that any employee of the state or of any state agency shall accrue annual leave at the same rate as is provided for members of the classified service of the state by the Civil Service Commission; and provided, further, that any employee or ex-employee of the state or of any state agency may be paid for accrued annual leave amounting to the same maximum as is provided for members of the classified service of the state by the Civil Service Commission as approved by the Governor after his separation from his office or employment if the annual leave has been accrued under established leave regulations and an attendance record has been maintained for the employee by his supervisor. When an employee covered by this subsection retires, or whenever any such state contributes in whole or in part and before retirement, leaving a surviving spouse or dependent or both who are entitled to benefits from said system, his unused accumulated annual leave in excess of the amount for which payment is received, as above provided, shall be added to his membership service in the same manner and to the same extent as if the average compensation, as defined by the law pertaining to any retirement system covered here-in, is determined.

Section 2. The necessity of the immediate passage of this Act having been certified by the governor to the legislature while in session, in accordance with Section 27 of Article III of the Constitution of Louisiana, this Act shall become effective immediately upon approval by the governor.

Section 3. If any provision or item of this Act or the application thereof is held invalid, such invalidity shall not affect other provisions, items of applications, and to this and the provisions of this Act are hereby declared severable.

Section 4. All laws or parts of laws in conflict herewith are hereby repealed. Approved by the governor, July 12, 1974. A TRUE COPY: S/Wade O. Martin, Secretary of State.

FACULTY SICK LEAVE

ACT NO. 339

House Bill No. 858

By Messrs.

Long, Gibbs, A. Jackson, J. Jackson and Bares

AN ACT

To enact and add a new Part IV consisting of Sections 2148 and 2149 of Chapter 10 of Title 17 of the Louisiana Revised Statutes of 1950 relative to sick leave for academic Human Resources in public colleges and universities under the supervision and control of the Louisiana State Board of Education and to repeal all laws or parts of laws in conflict herewith.

Be it enacted by the Legislature of Louisiana:

Section 1. Part IV of Chapter 10 of Title 17 of the Louisiana Revised Status of 1950, consisting of Sections 2148 and 2149, is hereby enacted to read as follows:

PART IV. SICK LEAVE FOR UNCLASSIFIED ACADEMIC HUMAN RESOURCES IN PUBLIC COLLEGES AND UNIVERSITIES UNDER STATE BOARD OF EDUCATION

Section 2148. Sick leave for unclassified, academic Human Resources.

The state board of education shall recognize the following sick leave policy for unclassified, academic Human Resources:

A. Employees, Work Weeks and Definitions

- (1) Appointing authorities shall establish work weeks of 40 hours per week for full-time employees.
- (2) Appointing authorities shall establish work weeks proportionate to paragraph (1) for part-time employees.
- (3) Daily attendance and leave records must be maintained for unclassified employees under the jurisdiction of the State Board of Education. The attendance record shall be signed by the employee and reported monthly to the Human Resources office.

(4) Definition of Sick Leave

- (a) Sick leave is leave with pay granted an employee who is suffering with

a disability which prevents his performing his usual duties and responsibilities; who requires medical, dental, or optical consultation or treatment.

B. Earning of Sick Leave for 12-Month Employees

- (1) Sick leave shall be earned by each employee who has a regular tour of duty.
- (2) The earning of such leave shall be based on the equivalent of years of full-time state service and shall be creditable at the end of each calendar month in accordance with the following general schedule:
 - (a) Less than three years of service at the rate of one day of sick leave per month, or the equivalent thereof in hours.
 - (b) Three years, but less than five years, of service at the rate of one and one-fourth days of sick leave per month, or the equivalent thereof in hours.
 - (c) Five years, but less than ten years, of service at the rate of one and one-half days of sick leave per month, or the equivalent thereof in hours.
 - (d) Ten years, but less than fifteen years, of service at the rate of one and three-fourth days of sick leave per month, or the equivalent thereof in hours.
 - (e) Fifteen or more years of service at the rate of two days of sick leave per month, or the equivalent thereof in hours.
- (3) No 12-month unclassified employee shall be credited with sick leave for any calendar month
 - (a) Until he/she has completed the calendar month in which he/she was employed;
 - (b) During which he/she has been on leave without pay for ten or more working days;
 - (c) While serving in the military.

C. Earning of sick leave for employees employed on basis other than twelve months:

- (1) Sick leave shall be earned by each employee who has a regular tour of duty.

(2) The earning of such leave shall be based on the equivalent of years of full-time service and shall be creditable at the end of each calendar month.

(a) See table on Page 25.

(b) For contract periods less than 12 months but different than 9 months a proportionate rate should be used.

(3) No unclassified employee employed on a basis less than 12 months shall be credited with sick leave for the reasons cited in paragraphs (3a), (3b), and (3c) of section B (above).

D. Accrued unused sick leave earned by an employee shall be carried forward to the succeeding years without limitation.

E. Transfer of Sick Leave

(1) When an employee changes his position from one state agency to another his accumulated sick leave shall be forwarded to the new agency and shall be credited to him.

Section 2149. Use of Sick Leave

A. Sick Leave May Be Used As Follows:

(1) Sick leave with pay may be taken by an employee who has sufficient leave to his credit for the following:

(a) Illness or injury which prevents performance of his usual duties.

(b) Medical, dental or optical consultation or treatment.

(2) The minimum charge for sick leave shall be four hours (1/2 of a work day) and if more, shall be charged in increments to the nearest hour.

(3) The employee may use sick leave for maternity purposes when postnatal or prenatal condition of the employee prevents the performance of usual duties provided the employee has sufficient sick leave credit. The limit to the use of sick leave for a postnatal condition is six weeks except if a physician certifies inability to return to work.

(4) An appointing authority may advance sick leave with pay in an amount not

exceeding 22 working days to an unclassified employee who has exhausted all his sick leave.

- (5) The value of any advanced sick leave which has not been repaid at the time of the employee's separation from the unclassified service shall be deducted from his last paycheck and/or paid in cash to the appointing authority unless the separation is for the purpose of moving to another state agency, in which case the advanced sick leave shall be forwarded to the agency accepting him as an employee.
- (6) Upon separation caused by disability, death, or retirement, all advanced sick leave shall be canceled.
- (7) Upon death or retirement of an unclassified employee, sick leave accrued to his credit shall be computed and the value thereof shall be paid to him provided that the sick leave had been accrued under established leave regulations and a daily attendance record has been maintained for the employee by his supervisor, except that such payment shall not exceed the value of 25 working days computed on the basis of a 5-day week and on a 4-week per month basis for Human Resources employed on a less than 5-day week and 52-week year for 12month employees. The rate of pay shall be computed utilizing the base rate the employee is receiving at the time of termination.

Section 2150. Nothing in this Act shall authorize or require the reduction of any sick leave benefits presently available to any unclassified, academic employee under any contract, law, agreement, custom or policy in effect at the time this Act becomes a law.

Section 2. All laws or parts of laws in conflict herewith are hereby repealed.

Approved by the Governor, July 12, 1974.

A TRUE COPY:

S/Wade O. Martin, 1n Secretary of State

EXCERPT FROM ACT 313, 1975

PART V. SICK LEAVE

Section 3311. Sick leave for unclassified, academic Human Resources

Each Board vested with management and supervision of Colleges and Universities shall recognize the following sick leave policy for unclassified and academic Human Resources:

A. Employees, work weeks, and definitions

1. Appointing authorities shall establish work weeks of forty hours per week for full-time employees. The purpose of establishing the forty hour week is merely to provide appointing authorities a system of accounting for and the taking of sick leave. Nothing contained in this Act or in any other provision of the Revised Statutes shall be construed as requiring academic teaching Human Resources, whether employed on a twelve month (12) basis or on a basis other than twelve months, to be physically present in their classrooms, laboratories, offices, or any other place where their employment duties are performed, for the period of forty hours per week.
2. Appointing authorities shall establish work weeks proportionate to paragraph (1) for part-time employees.
3. Daily attendance and leave records must be maintained for unclassified employees under the jurisdiction of each Board. Each Board may, in the exercise of its discretion, adopt an attendance form which is designed merely to indicate that academic teaching Human Resources were either present or absent from their usual duty posts during the usual working day of such Human Resources. The attendance record shall be signed by the employee and reported monthly to the Human Resources office.
4. Definition of sick leave: Sick leave is leave with pay granted an employee who is suffering with a disability which prevents his performing his usual duties and responsibilities and who requires medical, dental, or optical consultation or treatment.

B. Earning of sick leave for twelve-month employee

1. Sick leave shall be earned by each employee who has a regular tour of duty.

2. The earning of such leave shall be based on the equivalent of years of full-time state service and shall be creditable at the end of each calendar month in accordance with the following general schedule:

a) Less than three years of service: At the rate of one day of sick leave per month, or the equivalent thereof in hours;

b) Three years but less than five years of service: At the rate of one and one fourth days of sick leave per month, or the equivalent thereof in hours;

c) Five years but less than ten years of service: At the rate of one and one half days of sick leave per month, or the equivalent thereof in hours.

3. No twelve-month unclassified employee shall be credited with sick leave for any calendar month:

a) Until he/she has completed the calendar month in which he/she was employed;

b) During which he/she has been on leave without pay for ten or more working days;

c) While serving in the military.

C. Earning of sick leave for employees employed on basis other than twelve months:

1. Sick leave shall be earned by each employee who has a regular tour of duty.

2. The earning of such leave shall be based on the equivalent of years of full-time service and shall be creditable at the end of each calendar month as follows:

Length of Contract	Summer Session Worked	Less Than 3yrs. Service	Less Than 5yrs. Service	Less Than 10yrs. Service	Less Than 15yrs. Service	15yrs. Service and Over
9 months	12 weeks	12	15	18	21	24
9 months	9 weeks	11 ¼	14	17 ¼	19 ¾	22 ½
9 months	6 weeks	10 ½	13	15 ¾	18 ½	21
9 months	None	9	11 ¼	13 ½	15 ¾	18

*For contract periods less than twelve months but different from nine months a proportionate rate should be used.

3. No unclassified employee employed on a basis less than twelve months shall be credited with sick leave for the reason cited in Subparagraphs (a), (b) and (c) of Paragraph (3) of Subsection B of this section.

D. Transfer of sick leave:

When an employee changes his position from one state agency to another his accumulated sick leave shall be forwarded to the new agency and shall be credited to him.

Section 3312. Use of Sick Leave

A. Sick leave may be used as follows:

1. Sick leave with pay may be taken by an employee who has sufficient leave to his credit for the following: medical, dental, or optical consultation or treatment.
2. The minimum charge for sick leave shall be four hours (1/2day) and if more, shall be charged in hour increments to the nearest hour.
3. The employee may use sick leave for maternity purposes when postnatal or prenatal condition of the employee prevents the performance of usual duties provided the employee has sufficient sick leave credit. The limit to the use of sick leave for a postnatal condition is six weeks except if a physician certifies inability to return to work.
4. An appointing authority may advance sick leave with pay in an amount not exceeding twenty-two working days to an unclassified employee who has exhausted all his sick leave.
5. The value of an advanced sick leave which has not been repaid at the time of the employee separation is for the purpose of moving to another state agency, in which case the advanced sick leave shall be forwarded to the agency accepting him as an employee.
6. Upon separation caused by disability, death or retirement, all advanced sick leave shall be canceled.
7. Upon death or retirement of an unclassified employee, sick leave accrued to his credit shall be computed and the value thereof shall be paid to him provided that the sick leave had been accrued under established leave regulations and a daily attendance record has been maintained for the employee by his supervisor, except that such payment shall not exceed the value of twenty-five working days computed on the basis of a five-day week and on a four-week per month basis for Human Resources employed on

a less than five-day week and fifty-two week year for a twelve-month employee. The rate of pay shall be computed utilizing the base rate the employee is receiving at the time of termination.

Section 3313. Applicability

Nothing in this Part shall authorize or require the reduction of any sick leave benefits presently available to any unclassified, academic employee under any contract, law, agreement, custom or policy in effect at twelve o'clock noon on July 31, 1974.

SICK LEAVE

Civil Service Rule 11.14 Certificate (Required when sick leave is taken):

“An employee who has taken sick leave shall file with his appointing authority a certificate stating the cause of his absence and amount of time taken. The appointing authority may require a statement from a registered physician or some other acceptable proof that the employee was ill and unable to report to work.”

Civil Service Rule 12.6 (a) 1 Special Provision for Separation of Sick or Disabled Employee: “An employee absent from duty because of a disability which prevents performance of the usual duties and responsibilities of his position and who has exhausted all sick leave, may be removed by the appointing authority upon certification to the Director that the interests of the service requires that duties of the position be carried on without further interruption. Such removal shall not disqualify the former employee for non-competitive re-employment as provided in Rule 8.18.” Therefore, sick leave will be granted only when an employee has followed the procedure outlined below for all employees:

- a) Notified his supervisor of his inability to report for work prior to his tour of duty.
- b) Upon return from illness, application for sick leave must be made immediately and forwarded to the Office of Human Resources. The application must be submitted prior to leaving where the employee is aware that he/she is to go on sick leave for scheduled surgery, office visits, etc.
- c) Notify his/her supervisor if additional sick leave is needed.

- d) In cases where sick leave has been excessive or extended, an employee will be required to submit a doctor's certificate. The supervisor may request that an employee submit a doctor's certificate for any sick leave taken.
- e) Thus; employees and supervisors must ensure that they have submitted applications for sick leave and/or doctor's statement into the Office of Human Resources in order for employee's check to be released.

- f) Misused or abused sick leave will result in disciplinary action. In addition, a Civil Service employee may be terminated for such actions under Civil Service Rule 12.6.

- g) All sick leave applied for on Friday, Monday and days before and after off days, or holidays must be accompanied with a doctor's statement as well as Saturdays and Sundays for employees who work on weekends.

CLASSIFIED EMPLOYEE'S LEAVE OF ABSENCE

LEAVE OF ABSENCE WITHOUT PAY

An employee may be granted leave of absence without pay for a period not to exceed one (1) year. Written request must be made to the Office of Human Resources through your supervisor and department head.

EDUCATIONAL LEAVE

Leave without pay may be granted an employee for educational purposes for a period equivalent to the period of attendance at the educational institution. Such leave should be applied for in writing three (3) months in advance. The letter should be addressed to the President and/or Chancellor of the University with a copy for the Office of Human Resources Services.

Employees wishing to take courses on campus during their regular working hours, should first receive (in writing) the permission of their immediate supervisor. A written request to the Office of Human Resources, including the letter received from your supervisor should be made stating the number of courses desired, the hours of such courses. The equivalent of the number of hours per week that you attend classes will be deducted from your gross earnings. (For example: If your normal work week is forty (40) hours and you desire to enroll in a class that meets three (3) hours per week, the amount to be deducted would be 3/40 of your total salary and/or 6/80 of your pay day salary. You may use annual leave hours for each hour of approved class).

Educational leave with pay may be granted an employee for a maximum of thirty (30) calendar days in one (1) calendar year if the course of instruction to be taken is pertinent to the work of the employee in his department, provided that a permanent employee may be granted such leave for a maximum of ninety (90) calendar days in one (1) calendar year if the department requires him to take special training. The above to be certified by the department head and approved by the office of Human Resources Services.

Employees granted educational leave without pay may be granted a stipend if there are funds available for that purpose.

LEAVE OF ABSENCE (FACULTY, ADMINISTRATIVE) (As taken from Board Policy)

Full-time academic employees at the rank of Instructor (or equivalent) or above who have completed three (3) or more consecutive years of service on the campus may petition for academic leave for study leading to the terminal degree or independent study and research, the object of which is to enable them to increase their professional efficiency and usefulness to the University.

Adequate justification setting forth the plans for each academic leave shall be stated, and a report of the accomplishments under each leave granted shall be made promptly upon return from academic leave.

Persons employed on a twelve-month (12) basis are eligible for twelve month's leave with three-fourth pay ($3/4^{\text{th}}$ of yearly salary), or six (6) month's leave with three-eighth ($3/8^{\text{th}}$ of yearly salary) pay if such persons have completed six (6) consecutive years of service. Persons who have completed three (3) consecutive years of service are eligible for leave benefits at one-half ($1/2$) of the rate granted otherwise.

Persons employed on a nine-month (9) basis are eligible for nine month's leave with three-fourth ($3/4^{\text{th}}$ of nine-month's salary) pay or one (1) semester leave with three-eighths ($3/8^{\text{th}}$) of nine-month's salary, provided that such persons have completed six (6) consecutive years of service. Persons who have completed three (3) consecutive years of service are eligible for leave benefits at one-half ($1/2$) of the rate granted otherwise. The Chancellor of each campus shall, after having received requests from the Chief Academic Officer or other administrative heads, make recommendations for academic leave through the President to the Board.

Prior to the leave period, persons approved for leave shall be informed in writing of the status of their fringe benefits and conditions of their leaves.

MATERNITY LEAVE

Frequently, we receive inquiries about Maternity Leave: Who is eligible? When must I take a leave? Who approves the leave? What happens to my seniority? Do I receive my salary? To answer these questions the procedure normally followed is being posted for your information:

- 1) Any employee who has attained permanent status or a probationary employee may apply for Maternity Leave. Maternity Leave requests are treated the same as any other request for leave due to a temporary disability.

- 2) Maternity Leave must be taken at the end of the seventh (7th) month of Pregnancy. This will be extended with certification from attending physician and employee. In addition, the supervisor must certify that the employee's work is satisfactory. The employee can take leave at fifth (5th) week before delivery.*

- 3) The leave can be for four (4) months duration and seniority will not be affected. If, for any reason, the absence is for longer than four months, the employee must notify the Office of Human Resources and her department head immediately. If an employee has not returned to duty at the end of the sixth (6th) month or notified the proper offices, the employee's failure to return from leave will be treated as Abandonment of Position and she will be terminated as of her last day of disability.

- 4) Employee must give the Office of Human Resources and their department written notice of their desire for a Maternity Leave by the third (3rd) month. At this time, an employee must submit a statement from the doctor that the employee is physically able to carry on her regular duties. A statement on employee's physical condition is to be submitted to the Office of Human Resources by the attending physician each month thereafter while employee is on duty.

- 5) Employee may return to duty as early as before the end of the second (2nd) month after birth with a statement from her attending physician and a letter from herself. The employee returns to her original position, or to a position of like status and pay, upon termination of leave.

- 6) Employee may utilize accumulated sick leave during this period. Therefore, employee will be paid for hours that the employee has accumulated for sick leave purposes. When all leave (sick and annual) is exhausted, employee will be on leave without pay. The above would apply to miscarriage, abortion and recovery there from.

- 7) An employee affected by a lay-off while on Maternity Leave will be reassigned or placed on lay-off in line with rules in affect at that time.

- 8) If the employee receives a negative statement from her physician, she will be asked to take a leave of absence immediately, when prior to seventh month. Should a negative report be received from her immediate supervisor indicating she is not performing her duties

satisfactorily, a conference will be arranged between the immediate supervisor, the individual involved and the Office of Human Resources.

- 9) An employee must dress in the prescribed clothes and is to be neat at all times.
- 10) Upon receipt of notice from employee (mentioned in item #4), the Human Resources Office will send employee the necessary forms for signature which will require the supervisor, department head and physician signatures. At this time, the employee will be informed of hours of leave and projected hours at the end of the seventh month which will be verified at the end of the seventh month.

HOSPITAL, SURGICAL AND LIFE INSURANCE DURING MATERNITY LEAVE

Insurance coverage is maintained throughout the duration of the paid leave and up to one (1) year of leave without pay. The employee will be required to remit to Human Resources Services the regular amount of monthly premium for periods of leave without pay exceeding one (1) month in duration.

If there are any questions about the above procedures, your supervisor or a representative of the Human Resources Department will be pleased to discuss them with you.

*In keeping with recent United States Supreme Court Rulings, an employee may work up until the fifth (5th) week before expected delivery provided the employee and her physician certify her ability to do so. However, her work performance must remain satisfactory. In addition, the employee may return to duty as soon after birth as she is certified able to do so by her and her physician. Also, an employee must make arrangements with Human Resources to pay Group Insurance premiums in advance in order that her coverage will not be canceled.

Absences are classified as normal, excessive, or prolonged.

Excessive Absence is defined as:

A. Ten (10) days or more in one (1) calendar year, spread over two (2) or more separate absences.

B. Five (5) or more different absences in one (1) calendar year.

Prolonged Absence is defined as continuous absence in excess of twenty (20) working days.

The department head, through the appropriate supervisor (s), is responsible for determining the true cause of all absences and for making the appropriate work schedule adjustments until the employee's return to work in cases of normal and excessive absences. The department head in conjunction with the appropriate Vice Chancellor, Human Resources and Chancellor/President are responsible for arrangements for prolonged absences, since such absences usually involve medical disability.

Absences are also classified according to reason, i.e. illness, death in the family, marriage, maternity, jury duty, military service, leave of absence.

RATING OF CLASSIFIED EMPLOYEES
TAKEN DIRECTLY FROM CIVIL SERVICE MANUAL
CHAPTER 10

Performance Planning and Review

10.1 Performance Planning and Review System; Required Components.

Each department shall use a performance planning and review system that complies with this Chapter and consists of at least the following components:

- (a) a performance planning and review form approved by the Director;
- (b) a five-level rating system; and
- (c) a performance planning and review training manual that is reasonably accessible to rating supervisors.

10.2 Rating Supervisor; Reviewer.

The appointing authority shall designate a rating supervisor and a reviewer for each employee. Generally, the rating supervisor should be the person who, in the appointing authority's judgment, is in the best position to observe and document the employee's performance. The reviewer should be someone in the rating supervisor's supervisory chain of command.

10.3 Performance Factors to be Rated.

- (a) Each employee shall be rated on the following performance factors (or their equivalents): Work product; Dependability; Cooperativeness; Adaptability; Communication; and Daily decision making/problem solving.

- (b) Additionally, each supervisory employee shall be rated on the following performance factors (or their equivalents): Work group management and leadership; and Performance planning and review.
- (c) An employee may be rated on any additional performance factor(s) that the appointing authority considers applicable to the employee's job.

10.4 Ratings.

- (a) The rating supervisor shall rate the employee on each applicable performance factor, using the following ratings (or their equivalents) and points:
 - 1. Outstanding = 5 points
 - 2. Very Good = 4 points
 - 3. Satisfactory = 3 points
 - 4. Needs Improvement = 2 points
 - 5. Poor = 1 point
- (b) The performance factor ratings shall then be averaged and the employee's overall rating shall be assigned based upon the following scale:
 - 1. Outstanding = 4.50 - 5.00
 - 2. Very Good = 3.50 - 4.49
 - 3. Satisfactory = 2.50 - 3.49
 - 4. Needs Improvement = 1.50 - 2.49
 - 5. Poor = 1.00 - 1.49

10.5 Performance Planning Session.

- (a) The rating supervisor shall conduct a performance planning session, during which the rating supervisor shall discuss with the employee the factors upon which the employee will be rated and the performance will be expected during the coming rating period. Thereafter, the rating supervisor and the employee shall sign and date the performance planning and review form to document the session.
- (b) A performance planning session shall be conducted no later than 30 calendar days after: the appointment of a new employee; or the anniversary date of a current employee; or the movement of an employee into a position having a different position number and significantly different duties.

- (c) A performance planning session may be conducted when an employee gets a new rating supervisor or when performance expectations change due to changes in work.

10.6 Rating Process

- (a) The rating supervisor shall complete the performance planning and review form and shall provide documentation to support rating of “Needs Improvement” or “Poor;” shall discuss the rating with the employee; shall sign the form; shall

present the form to the employee for his or her signature; and shall give the employee a copy of the form. The reviewer shall sign the form either after the rating supervisor has completed it or after the employee has signed it.

- (b) For a new employee, the steps prescribed in subsection (a) shall take place within the 45 calendar days before the employee first becomes eligible for a merit increase.

- (c) For a current employee, the steps prescribed in subsection (a) shall take place within 45 calendar days before the employee’s anniversary date.

10.7 Re-ratings.

An employee whose official overall rating is “Needs Improvement” or “Poor” shall be re-rated. Unless the employee has already been separated, the steps prescribed in Rule 10.6(a) shall take place between 3 and 6 months after the employee’s anniversary date.

10.8 When a Rating or Re-rating Becomes Official.

A rating or re-rating that complies with Rules 10.6 and 10.7 becomes official when a copy of the performance planning and review form is given to the employee. A copy is considered given under the circumstances listed in Rule 12.8(d).

10.9 Employee’s Refusal to Sign Form.

An employee cannot prevent a rating or re-rating from becoming official by refusing to sign the performance planning and review form. If an employee refuses to sign any part of the form, the rating supervisor shall note on the form that the employee refused to sign and the date.

10.10 Effects of “Needs Improvement” or “Poor” Rating or Re-rating.

- (a) A rating or re-rating of “Needs Improvement” or “Poor” is not a disciplinary action.
- (b) Until he or she achieves an official overall rating or re-rating of “Satisfactory” or better, an employee whose official overall rating or re-rating is “Needs Improvement” or “Poor” is ineligible for merit increases, promotion, and in the case of a probational employee, permanent status.
- (c) Apart from the ineligibility’s provided for a subsection (b), an employee who official overall rating or re-rating is “Needs Improvement” or “Poor” may be separated or disciplined under the rules applicable to the employee’s status.

10.11 Effects of Absence of Official Rating or Re-rating.

An employee who is not rated in accordance with the provisions of this Chapter shall be considered as having a “Satisfactory” rating on the employee’s anniversary date, or in the case of a re-rating, on the date that falls 6 months after the employee’s anniversary date.

10.12 Record-keeping and Reporting Requirements.

- (a) Each completed performance planning and review form shall be kept in the department’s Human Resources office, but it shall not be accessible to the public.
- (b) Each official overall rating of “Needs Improvement” and “Poor” and each official re-rating shall be reported to the Director promptly after a copy of the performance planning and review form has been given to the employee.
- (c) By July 31 of each year, each appointing authority shall report to the Director, in such form as the Director prescribes, information about ratings given during the previous year ending June 30.

10.13 Review of Ratings and Re-ratings.

The grievance process shall not be used to review ratings. Instead, ratings and re-ratings are subject to review only as follows:

- (a) A permanent employee who disagrees with an official overall rating or re-rating of “satisfactory” or better and a non-permanent employee who disagrees with any rating or re-rating, may present a written response to the rating supervisor. A copy of the response shall be attached to each copy of the performance planning and review form that is maintained by the department.

The rating supervisor and the reviewer shall consider the response and may raise a rating, if they deem it appropriate.

(b) A permanent employee who disagrees with an official overall rating or re-rating of “Needs Improvement” or “Poor” may present a written request to the appointing authority for a review of the rating or re-rating, as follows:

1. The request for review must be postmarked or received by the appointing authority within 30 calendar days following the day the employee received a copy of the performance planning and review form. In the request, the employee must list the performance factor ratings that are in dispute and, for each factor listed, must explain why he or she contends a higher rating was earned. The employee may attach written documentation to support his or her contentions.

2. Upon receipt of a timely request for review, the appointing authority shall review the employee’s request (including any attachments) and the official performance planning and review form (including the documentation that was attached to it). The appointing authority may reach a decision based on this review or may schedule an informal meeting at which the employee and the rating supervisor and any other people the appointing authority deems appropriate may be heard.

3. No later than 60 calendar days after receiving a request for review, the appointing authority shall give the employee written notice of the outcome of the review. Notice is considered given under the circumstances listed in Rule 12.8(d).

4. The appointing authority may designate another person or persons to conduct the review, so long as the person has not participated in the rating or re-rating in dispute.

(c) If an appointing authority fails to comply with subsection (b) of this rule, upon timely appeal, and absent compelling reasons, the employee shall be considered as having no rating and Rule 10.11 shall apply.

10.14 Appeal of Ratings and Re-Ratings.

Notwithstanding Rule 13.10©, ratings and re-ratings shall only be appealable to the Commission as follows:

(a) A permanent employee whose official overall rating or re-rating remains “Need Improvement” or “Poor” after the appointing authority’s review may appeal the rating or re-rating to the Commission. To be timely, the appeal must be filed within 30 calendar days after the date on which the employee was given written notice of the outcome of the review.

- (b) Any other rating or re-rating is only appealable to the Commission on the basis of discrimination. To be timely, the appeal must be filed within 30 calendar days after the date on which the employee was given a copy of the performance planning and review form.

CREDIT UNION

The Southern Parents and Teachers Federal Credit Union was organized to help all persons in the community. The credit union is made up of our fellow employees and is operated for the benefit of all persons. You may become a member by purchasing a share of stock (\$5.25 per share) which entitles you to many financial privileges. You may save through monthly payroll deductions, or repay loans through the same method. If you are interested, you can get detailed information by calling (504) 771-5826 or by visiting the office located on Harding Boulevard.

ESTABLISHING CREDIT

When you apply for credit at any of the Retail Stores or apply for a loan at any of the Finance Companies, please give them the correct information. They are going to check the information which you give them with our records, and any large deviation, will cause unnecessary questions and delays. Once you have established your account, keep your payments current or notify the company why you need more time to pay.

WORKER'S COMPENSATION

If and when the disability of an employee is such a nature that he is entitled to payments under Worker's Compensation Insurance (injured in line of duty), he shall, at his option be entitled to receive sick leave and annual leave with pay to the extent that he has such leave accumulated, provided the employee shall reimburse the University all amounts received by him as Worker's Compensation Insurance while he is on leave with pay. Upon receipt of the endorsed check, the Office of Human Resources will return to the

employee's sick or annual leave record the amount of leave which the compensation check will cover when converted to an hourly rate.

After all accumulated sick and annual leave has been paid, the employee shall be entitled to Worker's Compensation benefits ONLY after any provisions for advanced sick leave would be exhausted.

SAFETY

In addition to causing you pain and loss of time from work, accidents cause a decrease in the efficiency of your department. It is a part of your job to try to prevent accidents by reporting unsafe conditions to your supervisor and the Office of Human Resources. Most important of all, see that you do your best work safely. In the event of an accident, report it immediately to your supervisor who in turn will make a written report to the Office of Human Resources. No claim is filed under Worker's Compensation until the necessary forms are completed by you and/or your supervisor and submitted to the Office of Human Resources.

DRUG POLICY

(Adopted pursuant to the Drug-Free Workplace Act of 1988)

A. Statement

Recognizing that drug use poses health and safety hazards to employees/students and to the community at large, the University considers the abuse of drugs to be a very serious matter, one that cannot be tolerated in the workplace or classroom. Therefore, it is the policy of the Southern University and A & M System to maintain a drug-free workplace and environment conducive to the learning process. All employees/students are notified that it is unlawful to manufacture distribute, dispense, possess, or use any illegal drug or alcohol or to abuse controlled substances in the workplace and classroom or other related areas associated with the learning process including the dormitories. Such actions are prohibited on all University property and at any other location where employees/students are conducting University business.

B. Definitions

For purposes of this Policy Statement, the following definitions shall apply:

1. Drug - any substance, other than food, which when inhaled, injected, consumed, or introduced into the body in any manner, alters mood or function.

2. Drug Abuse - any continuing use of an illegal drug, alcohol, or controlled substance which produces problems for the user, his/her family or society at-large.
3. Unlawful Manufacture - to plant, cultivate, harvest, process, make, prepare, or otherwise engage in any part of the production of a drug by propagation, extraction, chemical synthesis, compounding, or any combination of the same and includes packaging, repackaging, labeling, and other activities incidental to production.
4. Distribute – to deal in, ship, transport or deliver. This does not include the administering or dispensing of a drug by a person authorized or qualified to do so (i.e. physician, pharmacist, etc.).
5. Dispense – to sell, leave with, give away, dispose of, or deliver.
6. Possess or Possession – having control over a thing or substance. Possession may not be inferred solely from mere access to the thing or substance

through ownership or occupation of the premises upon which the thing or substance is found.

7. Use – the taking, partaking or utilizing of a drug or other controlled substance.
8. Drug Abuse Offense – corrupting another with drugs, trafficking in drugs, abusing drugs (including abuse of alcohol), possessing drug abuse instruments, permitting a dangerous drug, processing drug documents illegally, abusing harmful antoxicans, or dispensing drug samples illegally; violating any state or federal law that is substantially equivalent to any of the above offenses; violating any state or federal law in which planting, cultivating, harvesting, processing, making, manufacturing, producing, shipping, transporting, delivering, acquiring, possessing, storing, distributing, dispensing, selling, including
9. Controlled Substance - a drug, compound, mixture, preparation, or other substance as defined in 40:961 to 40:995 of the Louisiana Revised Code, or as defined by applicable statutes of other states and the Federal government.
10. Reasonable Suspicion – a belief based on objective and documented facts sufficient to lead a prudent University authorized supervisor to suspect that an employee/student is using drugs or alcohol.

C. Compliance with University Substance Abuse Policy

- (1) All employees/students of the Southern University System are expected to abide by the terms of this policy. An employee/student found in violation of this policy shall be subject to appropriate sanctions and penalties. Such penalties and sanctions may include but are not limited to referral for counseling, written or oral reprimands, suspensions with or without pay, or termination, in accordance with the established rights of the employee /student, including the right to due process.
- (2) All University employees/students who are engaged in employment or other work under the terms of any grant from an agency of the Federal government shall as a condition of employment be required to:
 - (a) Acknowledge receipt of and to abide by the terms of the University's drug-free policy.
 - (b) Notify his/her administrative supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction any employee who fails to report such a substance abuse conviction within five (5) days will be subject to sanctions, up to and including termination of employment.
- (3) Upon receipt of notice under the preceding paragraph or if the University should otherwise receive actual notice of such conviction, the University shall notify the granting or contracting agency within ten (10) days after receiving such notice.
- (4) The principal investigator of any grant, project, or contract from a Federal agency is required to insure that each employee engaged in the performance of the grant be given a copy of this policy and be required to acknowledge its receipt.
- (5) Any employee/student who is in any way chemically dependent must comply with a University approved assistance program if the dependency is disclosed. Failure to do so can result in the sanction and penalties described in C1(above).
- (6) No identified employee/student will be allowed on University property and at any other location where employees/students are conducting University business under the influence of drugs, alcohol, or any abused controlled substance (for alcohol use, see Student Alcohol Use).

(7) Upon receipt of a notice of conviction of an employee for violation of any criminal drug statute, the University, within thirty (30) days of receiving such notice, shall:

(a) Take appropriate Human Resources action against such an employee subject to established disciplinary procedures, up to and including termination, in accordance with requirements of due process; or

(b) Require such employee to satisfactorily complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

D. Searches and Inspections

The University authorized supervisor has the right to conduct on-the-spot searches and inspections of employees/students and their personal effects as described above if said supervisor has a “reasonable suspicion” or the employees/students are in violation of this policy.

E. Drug Testing

Searches and inspections under this policy may also include unannounced Urine Drug Screening. This test may be used under the following circumstances:

1. For pre-employment examinations.
2. When an authorized University supervisor has a reasonable suspicion or just cause that an employee/student is intoxicated, using or under the influence of controlled drugs.
3. When an employee/student is found in possession of a suspected controlled substance or a controlled substance is found in an area controlled by the employee/student.
4. Following a serious accident or incident in which safety precautions were violated or careless acts were performed.

F. Due Process

If any disciplinary action is taken against an employee under this policy, such an employee has the right to due process. The Faculty Handbook, Handbook for University Human Resources, the Code of Student Conduct, and collective bargaining agreements list these procedures.

G. Good Faith Effort

The University, in adopting and implementing this policy pursuant to the Drug-Free Workplace Act of 1988, further certifies that it will make a good faith effort to maintain a drug-free workplace and to respect the privacy rights of its employees.

DISCIPLINARY ACTIONS and UNIFORM ENFORCEMENT OF RULES

The University strives to be constructive and consistent in its handling of Human Resources. Too often, the University has experienced difficulty in terminating an employee because of insufficient written documentation to support its claims that an employee had been offered counseling, given warnings, placed on notice, and/or reprimanded for violation of policy.

It is the University's desire, therefore, that a uniform policy be followed by its supervisors, which means:

1. That an employee will have had sufficient notice that continuance of his/her improper actions will result in discharge from the University, and
2. That a report in writing, is made of all warnings given and disciplinary measures taken.

Rules and regulations are fundamental in character, designed for all employees, and essential to the efficient operations of any organization. They are the cornerstone of any successful operation. The following rules have been established for the common guidance of all employees of the University.

It is the policy of the University to be patient, sympathetic, fair and tolerant in the administration of the day-to-day operations. It is our sincere desire to assist and be supportive of our employees in order to maintain a stable and efficient workforce. All employees are advised that willful or inexcusable breaches of established rules and regulations will be addressed firmly under a uniform policy which is designed for our common protection and benefit.

Purpose of Disciplinary Actions

The disciplinary actions process is a constructive procedure that allows supervisors to handle promptly and adequately an employee who has been involved in delinquency or misconduct, not solely for the purpose of penalizing him/her, but used as a reinforcer to decrease the probability of undesired conduct recurring, and also used as a deterrent to discourage other employees from committing similar violations.

General Procedure

All disciplinary actions are to be submitted to and approved by the Office of Human Resources Services, the Chancellor and the System President, respectively, on all Civil Service employees. Therefore, it is important that the supervisors and department heads, who have the responsibility of processing disciplinary cases, be familiar with all rules and regulations.

Employees involved in trivial infractions should be warned orally by their immediate supervisors at the time the infraction occurred. It is important that these warnings be given in private. If it is believed that these infractions will continue, the supervisor must confirm the oral warning by addressing a memorandum to the employee, setting forth the reason for the warning and cautioning him/her regarding future conduct.

The above statement is true for tardiness where the employee has no satisfactory explanation. An oral warning will be ample penalty for the first offense and no written confirmation will be necessary. However, a memorandum for the files, setting forth the date and circumstances, might prove valuable in the future. If the offense continues, a formal letter of counseling from the Office of Human Resources Services should be given to the employee, setting forth the number of occasions in which an employee has been tardy and the amount of time of the tardiness. Tardiness is to be deducted from the amount of time to be paid.

Non-enforcement of reporting time and other minor infractions by supervisors and department heads will only create future problems for that department and the University. If disciplinary action is taken against an employee, and is found upon appeal to the higher authorities, the Civil Service Commission for Civil Service employees, the Board of Supervisors, and court (for other employees), to be clearly improper, the

disciplinary action may be reversed. The reversal of disciplinary action causes embarrassment to all concerned. Therefore, the following steps are to be followed:

1. Get all the facts:

- a. Obtain detailed and complete statements of the incident(s), in writing, by interviewing privately and separately each person who witnessed or heard what occurred, and who, therefore, has first-hand information.
- b. Interview the accused employee and obtain from him/her a written statement in which he/she admits, denies, or explains the alleged improper actions.
- c. Make every effort to reconcile conflicting statements.

2. Prepare a Report:

- (a) Prepare a complete, accurate, and unbiased report setting forth the information obtained. The report should be in narrative form and should relate, under separate sub-headings, to information obtained regarding each alleged improper action. All names of persons, places, dates and records, etc., mentioned in the report should be identified fully, with copies of all correspondence, and should be submitted to the Office of Human Resources Services for Civil Service employees along with the supervisor's recommendation that has received approval/disapproval through protocol for that area.

3. Keep a file:

All departments are urged to make a folder on each Civil Service employee and other employees as needed within their respective departments.

Procedure for Suspensions (Classified)

Under Rule 12.8, a Civil Service employee, who is suspended without pay, must be so notified by his/her appointing authority (System President or designee) on or before the effective date of the suspension.

If the employee has a permanent or probationary status, he must be furnished detailed reasons for the suspension, in writing, within fifteen (15) calendar days following the effective date of suspension. Otherwise, the action is null and void. No suspension without pay may exceed ninety (90) calendar days without the specific approval of the Civil Service Commission.

Procedure for Warnings (All Employees)

The warning may be in oral or written form. If the offense is continued after an oral warning, a formal letter of counseling to the employee setting forth the number of occasions in which he/she has been tardy and the amount of his/her tardiness would be in order. This procedure not only applies to tardiness, but violations of a similar nature. Repetition of the act(s) may also be cause for disciplinary suspension or removal from the University.

Procedure in Adverse Actions for Cause (Except Suspension)

The penalty in an adverse action for cause may be removal, demotion, reassignment or reduction in pay. If the employee, who is involved, has permanent status, the appointing authority must furnish him/her at the time that such action is taken or prior thereto, a written statement giving detailed reasons for such action with due process thereto. Due process is to be afforded all permanent Civil Service and tenured employees. Due process means that a supervisor must provide charges and evidence against an employee, and the employee must be given an opportunity to present his/her case. Due process is processed by the office of Human Resources Services.

Permanent Civil Service employees have the right to appeal such actions to the Civil Service Commission. The burden of proof is placed on the University to prove the charges. Therefore, the notice of charges should be clearly descriptive of the improper action or irregularity, showing specifically when and where the incident occurred. The latter and former statements apply to other employees as well.

GROUP 1

	1 st Violation	2 nd Violation	3 rd Violation
purposes.	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
without supervisor's approval	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay

atching the time card of another	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
to begin work at starting time	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
ions	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
ng in any form on Bulletin Boards	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
ired time	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
or other equipment	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay
ehicle	Written reprimand/letter of counseling	3 Day suspension without pay	5 Day suspension pay

GROUP II

Violation/Offense	1 st Violation	2 nd Violation	3 rd Violation
Obscene, abusive language and/or malicious gossip and/or speaking of rumors	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay
Horseplay or throwing things	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay
Threatening, intimidation, coercing fellow employees on the premises at any time for any purpose	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay
Reporting to work under the influence of liquor, any alcoholic beverages, marijuana, or any other damages narcotics	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay
Leaving the university during working hours without permission of supervisor	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay
Gambling, Loitering, or any other game of chance on university premises at any time	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay
*Disrespectful/Unprofessional with University Client(s) and/or Visitor(s)	Written reprimand/letter of counseling	5 Day suspension without pay	10 Day suspension without pay

GROUP III

Violation/Offense	1 st Violation	2 nd Violation
Refusing to obey orders supervisors pertaining to work or supervisors duties	30 Day suspension without pay or Termination	Termination
Deliberate destruction or damage of university property, tools, machines or equipment or property of fellow employees in any manner	30 Day suspension without pay or Termination	Termination
Falsifying information on daily work reports	30 Day suspension without pay or Termination	Termination
Signing daily worksheets of another employee	30 Day suspension without pay or Termination	Termination
Concerted, or deliberate restriction of output (slowdown) or delaying of work	30 Day suspension without pay or Termination	Termination
Theft of property of the university, other employees or students	30 Day suspension without pay or Termination	Termination
Possession or drinking of any alcoholic beverages, use of marijuana, or any other dangerous narcotics within the university at any time	30 Day suspension without pay or Termination	Termination
Willfully falsifying applications for employment or other data requested by the university	30 Day suspension without pay or Termination	Termination
Immoral conduct, indecency, or sexual harassment	30 Day suspension without pay or Termination	Termination
Possession of illegal weapons on university property	30 Day suspension without pay or Termination	Termination
Overstaying a leave of absence (seventy-two hours)	30 Day suspension without pay or Termination	Termination
Fighting	30 Day suspension without pay or Termination	Termination

GRIEVANCE PROCEDURES

NON-FACULTY

It is the policy of the University to develop and maintain a satisfied and efficient work force. In keeping with this policy, when an employee feels that he/she has been treated unjustly, he/she has the right to use the Grievance Procedure described below without fear or coercion, discrimination or reprisal of any kind. Copies of the necessary forms can be obtained from the office of Human Resources Services.

STEP ONE

The employee should present the grievance to his immediate supervisor within five (5) working days after the incident which caused the employee to be aggrieved; and the employee has the right to have any person of his choosing with him at the meeting. The supervisor and employee will arrange a meeting at a time which is mutually convenient. The supervisor shall give an answer to the grievance within two (2) working days thereafter.

STEP TWO

If the employee is not satisfied with the decision of his immediate supervisor, he should within three (3) working days of the receipt of such decision, submit his grievance in writing to his/her department head. The department head will then discuss the grievance with the employee and the employee's representatives and within three (3) working days render a decision in writing thereafter.

STEP THREE

If the employee is not satisfied with the decision in Step Two, he/she should, within three (3) working days, submit a written grievance to the President of the University or his designee for a decision. The President or his designee shall meet with the employee, and the employee's representative within ten (10) working days of receiving the written grievance and shall render his decision within three (3) working days thereafter.

The employee shall be present at Step One, Two, and Three of the Grievance Procedures. Nothing contained herein shall deprive an employee of his rights to appeal to the Civil Service Commission or the Southern University Board of Supervisors.

GRIEVANCE PROCEDURES

UNCLASSIFIED

I. PREAMBLE

It is the intent of the Southern University System to provide each unclassified employee with access to an administrative procedure to seek redress to grievances in employment related matters. The employee may use the procedure to appeal decisions considered to be unfair or discriminatory because of the application of some non-meritorious factor, charges of the incompetency or unsatisfactory performance of duties or other similar allegations. It is the purpose of this grievance procedure to establish the means for securing prompt and equitable solutions to such grievances.

II. WHO MAY FILE A GRIEVANCE UNDER THESE PROCEDURES

A. A grievance may be filed under this Grievance Procedure, with a right of appeal through the level of the Board of Supervisors, by any regular unclassified employee of the University System who alleges:

1. being discriminated against or subject to disciplinary action because of his/her political beliefs, religion, marital status, sex, race, handicap, national origin, membership or nonmembership in a private organization or other non-membership in a private organization or other non-merit factor;*
2. being subject to any disciplinary action, removal from a position, deprived of a right, discriminated against or adversely affected because of the violation or application of any provision of the Board of Supervisors' Bylaws or Regulations, or Board approved and other University policies, procedures and/or regulations;
3. having an expressly granted right to appeal a matter through the level of the Board of Supervisors by any rule, policy, or procedure established by the Board of Supervisors in its Bylaws,

Regulations and/or approved Board or Administrative statements or procedures that are applicable in the Southern University System;

4. being discriminated against by an official action taken by the System President or Campus Chancellor;
5. being demoted, dismissed, discriminated against or subjected to disciplinary action for a cause that is stated or implied in the notice of the assessment of a disciplinary action;
6. being subject to a layoff or layoff avoidance in violation of a provision of a Board of Supervisors' approved layoff plan or layoff avoidance measures for unclassified employees.

*NOTE: This provision may also be used by temporary unclassified employees to seek relief through the filing of a grievance.

- B. A grievance may not be filed under this grievance procedure to appeal an employment related matter that has been considered by another University committee that has responsibility for the matter and the outcome is appealable to the Board of Supervisors under another policy or rule or to appeal the non-renewal of a probationary or temporary employment contract or appointment unless it is applicable under Part A of this provision.

III. PROCEDURES FOR OBTAINING REDRESS TO GRIEVANCES UNDER THIS PROVISION

- A. Each campus Chancellor, with input from a cross-section of the campus' regular unclassified employees, shall develop and submit to the System President for approval, written procedures for the review of grievances that are filed under these provisions.
- B. The Campus procedures must provide information sufficient to inform an unclassified employee of the grievance review and appeal process:
 1. What matters are grievable and how a grievance can be filed;
 2. To whom the grievance must be submitted;
 3. The information which must be contained in the grievance;
 4. The period(s) within which a response to the grievance must be provided to the grievant at each level of review;
 5. The procedures to follow for resolving grievances by discussion, mediation or the hearing process;
 6. The procedure by which the appeal of an unfavorable decision can be appealed to the next level of review;

7. The grounds on which the appeal of an unfavorable decision must be based;
8. To whom an appeal must be submitted;
9. The period within which an appeal must be filed; and
10. Where an unclassified employee can find the information on the campus for filing a grievance and/or appeal.

IV. APPEALING UNFAVORABLE DECISIONS AT THE APPELLATE LEVELS

A. Filing Appeals

1. If the decision of the campus grievance review panel or at any one of the levels of appeal is unfavorable to the grievant, (s)he may appeal to the next review level if:
 - a. New evidence or information has surfaced which was not known and not available to grievant prior to the conclusion of the hearing before the campus designated grievance review panel; and/or
 - b. The hearing record reflects that the grievant was denied due process or right to which (s)he was entitled; and/or
 - c. Errors by the grievance review panel as reflected in the hearing record caused an inappropriate and unfavorable decision to be rendered on the grievance that is not supported by the facts presented at the hearing.
2. The unfavorable decision of the campus grievance review panel may be appealed to the campus Chancellor.
3. The unfavorable decision of the campus Chancellor may be appealed to the System President.
4. The unfavorable decision of the System President may be appealed to the Board of Supervisors through its Chairman, however, an employee must attempt to exhaust all administrative procedures at the campus and system levels before an appeal can be made to the Board.

B. Appeal Procedures

1. Within 30 days of the effective date of this procedure, the campus Chancellor shall develop and make available to unclassified employees written procedures to govern appeals to the Chancellor of unfavorable decisions of the campus' grievance review panel.
2. The System President shall develop written procedures to govern the appeal of unclassified employees to the System President of unfavorable decisions rendered by the campus Chancellors.
3. Appeals of the Board of Supervisors shall be governed by the following provisions:
 - a. An appeal of an unfavorable decision of the System President shall be filed with the Chairman of the Board of Supervisors within ten (10) calendar days of the

date the President's decision is mailed to the grievant. At the time that the appeal is filed with the Board, a copy of it must be forwarded to the System President with a request for the record of the grievance to be forwarded to the Chairman of the Board.

- b. The Chairman of the Board of Supervisors, in consultation with the Board's counsel and Executive Committee, will review the record of grievance review proceedings and determine whether or not further action by the Board is warranted. That decision will be based upon (1) whether or not substantive due process has been afforded the grievant; (2) protection of grievant from arbitrary and capricious administrative actions requires Board action; and/or (3) whether or not the grievant's rights granted to him/her by the Board or some provision in policy or law has been violated.
- c. The Chairman shall notify the grievant whether his/her request for a hearing of the appeal will be recommended to Board's Executive Committee for consideration. After considering the request, if the Executive Committee recommends to the Board that a hearing of the appeal be granted at its next meeting, the Board will vote to approve or to disapprove the recommendation.
- d. If the Board grants approval for a hearing of the appeal of the grievant, the following guidelines and procedures will be applicable:

(1) Hearing Guidelines

- (a) The Chairman of the Board shall convene the Board to sit as a Committee-of-the-Whole to hear the grievance.
- (b) The hearing is not intended as a trial before a court of law and, therefore, adherence to the strict rules of evidence is not required. Questions relating to the competency, relevance or materiality of evidence and latitude in conducting questioning shall be based upon Board's determination as to what is just, fair

and reasonable under the circumstances.

(c) Chairman will announce that the Board will convene for the purpose of reviewing the grievance appeal of (Grievant's Name), a (Title) at (Campus) which was filed with the Board.

(d) Chairman will ask both the Grievant and the Chancellor to state a preference of a forum for reviews to be held: public or executive session; however, the final decision will rest with the Board or Committee. (If executive session is chosen, a motion to so convene must be made).

(e) Chairman will call the hearing to order.

(f) Chairman will give an opening statement which details the procedure that is to be followed, including the purpose of proceeding, the committee's reservation of right to limit evidence and statements deemed irrelevant or unrelated to issue at hand; and also the right to hear or not to hear witnesses offered by the parties.

2 Hearing Procedures

- a) Grievant makes the opening statement detailing his/her grievance and the remedy he/she seeks.
- b) University official(s) will make an opening statement to detail the University's position relative to the grievance.
- c) Grievant will present in full his/her grievance and may offer documentary support of his/her position and witnesses for the Board to hear, should it be desired to do so.
- d) University Official(s) may fully respond to grievant's statement and/or offer rebuttal evidence, witnesses, etc. If Committee desires to hear witnesses, they will be called as Committee indicates they are needed, but they will remain outside of the hearing room if Executive Session is selected.
- e) The Board may:
 - i. Ask questions
 - ii. Allow closing statement from grievant and University official(s)
- f) Grievant and others not pertinent to deliberations shall be dismissed while the Board discusses the grievance appeal and formulates recommendation(s) (Executive Session may be called).

- g) Board reconvenes and members may enter motions for consideration and vote by the Board.
- h) If the hearing is held in open session, a tape recording of the hearing shall be made and retained in the Board's office for a period of one (1) year. Grievant may obtain a written transcript of the tape recording at his/her expense.

3. Remedial Action

If the Board finds that the grievance has merit and has been substantiated,

appropriate corrective action shall be determined in discussion among the Chairman, the System President, the grievant and/or the Administration. The Administration will implement the agreed to corrective action.

4. Confidentiality of Proceedings

The university System and Board of Supervisors shall take all reasonable steps to insure the confidentiality of all proceedings, hearings and the records produced therefrom. However, should any matter developed during the course of the proceedings become public knowledge, the System President and/or Chairman of the Board of Supervisors reserve the right to issue appropriate statements.

- C. Communications directed to individual Board members that pertain to grievances or possible grievances will not be acknowledged or acted upon except through the use of this procedure.

APPROVED: FEBRUARY 28, 1998
EFFECTIVE: March 2, 1998

SOUTHERN UNIVERSITY AND A&M COLLEGE
CAMPUS GRIEVANCE REVIEW PROCEDURES FOR
UNCLASSIFIED EMPLOYEES

Grievance Policy

Unclassified employees of Southern University at Baton Rouge will have the right to file a grievance to seek administrative relief in matters of fairness, equity or other non meritorious factors affecting an unclassified employee's employment status. The Southern University Board of Supervisors' Grievance Procedures (effective March 2, 1998) define the categories of grievances which can be filed and appealed through the levels of the System President and Board of Supervisors. All grievances of unclassified employees of Southern University and A & M College at Baton Rouge will be handled under the provisions herein stated, subject to the Grievance Policy and Procedures promulgated by the System President and the Board of Supervisors.

An unclassified employee's right to administrative review of his/her grievance which is not appealable to the System President and Board will be fully exhausted when the decision of the Chancellor is rendered. All authority to handle grievances which the Board of Supervisors and the System President do not reserve unto themselves will be handled completely under the administrative authority of the campus as contained herein.

The University encourages all employees to participate in good faith in discussions, mediation efforts and other activities which are designed to reach an amicable solution to matters giving rise to their grievances, even after a grievance is filed.

Grievance Procedures

I. Request for Review of Grievance

The request for a review of the grievance of an unclassified employee of Southern University and A & M College (the "University") must:

A. be submitted in writing on the approved grievance form (available in the office of campus Human Resources) for unclassified employees to the Vice Chancellor or the appropriate Supervisor or his/her designee (hereinafter, the "Reviewing Officer") who manages the grievant's area within thirty (30) calendar days (weekends and legal holidays included, except the Christmas holidays granted to 12 month unclassified employees will not be counted as part of the 30 calendar days) after the date on which the grievant received written notice of the grievable action. When no written notice was required or otherwise provided, the 30 days will run from the date on which the grievant established by documentation presented that (s)he learned or became aware that the grievable action had occurred.

However, the grievance must be filed within no more than 120 calendar days from the date that the grievable action occurred, regardless of when the grievant learned of the grievable or event; and

B. be signed by the grievant; and

C. provide the full name, title, department, mailing address, telephone number and social security number of the grievant; and

D. contain a clear and concise statement of:

1. the action or event giving rise to the grievance; and

2. the basis for the review of the grievance. Where discrimination is alleged, facts regarding the act(s) of discrimination must be particularly and specifically stated in detail sufficient to enable the party responding to the charge to prepare a statement in defense or support of the action taken. The types of facts which must be included are as follows:

a. the date(s), time(s) and place(s) that the grievable action(s) and/or the event(s) occurred, including a detailing of the circumstances which led the grievant to believe that the adverse decision/action was based on his/her religion, political beliefs, sex, race, national origin, marital status or other non meritorious factors; and

b. the name of the person(s) who took the action that led to the filing of the grievance; and/or

- c. how the grievant's actions, conduct or performance was the same as that of a comparable person(s) who was treated differently; and/or
- d. the name(s) and other identifying information about the comparable person(s) who was treated differently and the date(s) that the different treatment occurred; and/or
- e. the specific effect that the action had on the grievant; and/or
- f. a statement of the Board of Supervisors' Bylaws, Regulations, University policies, procedure and/or other rule which was/were violated in sufficient detail to enable the responding party to prepare a response to the allegation(s) in the grievance; and
- g. a statement of the grievant's effort to get the matter resolved before filing the grievance.

h. A statement simply alleging that an act of discrimination occurred or that there was the application of a non meritorious factor which had a discriminatory effect on a grievant is not sufficient to justify a review of a grievance. The basis for the grievance must be specifically delineated.

- E. state the date on which the grievant received written notice of the action on which the complaint is based, if applicable, and attach a copy of the notice; or provide sufficient details to document the date on which the grievant learned of the action giving rise to the complaint; and
- F. state the relief sought by the grievant; and
- G. provide all documentation available to the grievant to support his/her allegations, including the names, addresses and other identifying information for any and all comparable parties and/or witnesses to the act or event giving rise to the grievance.

II. HANDLING OF GRIEVANCE

- A. Within five (5) work days of receiving the grievance, the Reviewing Officer or his/her designee will acknowledge receipt of the grievance; review the grievance to determine if this procedure is the appropriate one under which the grievance should be filed; provide a copy of the grievance to the appropriate responding party (parties) with a request for a written response within five (5) work days from the date of the transmission; and give notice to the grievant and all appropriate parties (responding party, supervisors, etc.) of the date, time and place for meetings to discuss possible resolution(s) of the grievance that is satisfactory to the parties. If the action complained of is not grievable, the grievant will be so notified by the Reviewing Officer and provided with an explanation as to why the grievance is being dismissed.

B. The meeting of the parties with the Reviewing Officer or his/her designee will take place within five (5) work days after the receipt of the response from the responding party. Every effort should be made to resolve the grievance at this level. A record of the discussion(s) will be maintained as part of the official file.

C. Result of discussions:

1. If there is an amicable resolution, the Reviewing Officer or his/her designee will provide written notice of the terms of the settlement resolution to each of the parties for their signatures to indicate acceptance of the terms within no more than five (5) work days of reaching the settlement. The Reviewing Officer and each of the parties will receive a signed original of the settlement agreement.

2. If no amicable resolution is reached through the discussions between the parties, after considering the submissions of the parties and the content of the discussions between the parties, the Reviewing Officer or his/her designee will issue a decision which (s)he feels will resolve the grievance; provide written notice of the decision to the parties within five (5) work days following the end of the discussions; and give notice to the grievant of his/her right to submit a written request for his/her grievance to be submitted to the Chancellor or his designee for transmittal to an Unclassified Employees' Grievance Panel. Upon receipt of the request for a hearing, the Reviewing Officer will transmit the grievance, the response(s) to it, and the Reviewing Officer's decision to the Unclassified Employees' Grievance Panel¹ for review and, if applicable, to conduct a hearing for the grievant.

3. The Grievance Panel will meet within five (5) working days of receiving the grievance from the Chancellor or his designee and will give notice to the grievant and the responding party of the schedule by which it will proceed to hear the grievance; notify the parties of any information which the panel needs from the parties to complete its business; set deadlines for the receipt of information/documents and witness lists; and set the tentative date for the grievant's hearing. The Grievance Panel will conduct the hearing within the time frame indicated in the notice to the parties. A record of the hearing proceedings will be kept.

III. Hearing Guidelines

The following guidelines and procedures will be applicable:

A. The Chairman will convene the Panel to hear the grievance.

¹ The Chancellor shall appoint Unclassified Employees Grievance Panel as the need arises or a standing Grievance Panel. The Panel shall be composed of faculty members and five other members and no more than nine members, from among whom a chairperson will be selected to conduct the proceedings which are submitted to the body on a cease by case basis.

- B. The hearing is not intended as a trial before a court of law and, therefore, fact-finding body. Questions relating to the competency, relevancy or materiality of testimony and evidence, and latitude in conducting questioning will be based upon the Panel's determination as to what is just, fair and reasonable under the circumstances.
- C. At the outset of the hearing, the Chairman will announce that the panel is convened for the purpose of hearing the grievance of (Grievant's Name), a (Title) at (Campus) which was filed with the Grievance Panel on (Date).
- D. The Chairman will ask both the Grievant and the Responding Party to state a preference of a forum, i.e., (If a closed session; however, the final decision will rest with the Panel. (If a closed session is chosen, all nonessential persons will be asked to leave the hearing room.)
- E. The Chairman will call the Panel to order.
- F. Chairman will give an opening statement which details the procedures to be followed, the purpose of proceedings, notice of the Panels reservation of its right to limit evidence and statements deemed irrelevant or unrelated to issues at hand and to hear or not to hear witnesses offered by the parties.

IV. Hearing Procedures

- A. The Reviewing Office will provide a detailed statement of the actions taken on the grievance.
- B. Grievant makes the opening statement detailing his/her grievance and the remedy he/she seeks.
- C. The Responding Party will make an opening statement to detail his/her position relative to the grievance.
- D. Grievant will present in full his/her grievance and may offer documentary support of his/her position and call the approved witnesses from his/her witness list for the Panel to hear, if it desires to hear them.
- E. The Responding Party may fully respond to grievant's statement and/or offer rebuttal evidence, witnesses, etc. If Panel desires to hear witnesses, they will be called as Panel indicates they are needed, however, the witnesses will remain outside of the hearing room unless otherwise instructed by the Panel Chair to do otherwise.
- F. The panel may:
 - 1. Ask questions of all parties and their witnesses;

2. Call witnesses which it considers pertinent to reach a fair and just conclusion;
 3. Allow closing statements from Grievant and Responding Party(ies);
 4. Dismiss Grievant and others not pertinent to its deliberations while the Panel discusses the grievance, the evidence, testimony and the proceedings.
- G. The Panel will reconvene and announce the action that it will take regarding the grievance, which may include, but is not limited to:
1. Taking the matter under advisement if no decision can be reached at that time. However, the Panel will notify the parties of the date by which a decision will be

rendered, which will be no more than seven (7) calendar days following the conclusion of the hearing, unless an extension is approved by the Chancellor.

2. Rendering a decision in favor of the Grievant based upon the facts, evidence, testimony and recommending to the Chancellor that the relief sought be granted.
 3. Finding that the grievance has no basis in fact that is supported by the evidence, testimony and record presented and recommending to the Chancellor that the relief sought be denied and the action of the Responding Party, if applicable, be upheld.
 4. Recommending to the Chancellor that settlement discussions be initiated and that the matter be remanded for further discussion, based on the parties' indicated willingness to enter into and be governed by a written settlement agreement. If the settlement option is accepted by the grievant and the responding party, then the grievance review process will end and the parties will abide by the terms of the settlement document.
- H. Within three (3) work days following the conclusion of the hearing or the Panel's deliberations, the Chair of the Grievance Panel will provide written notice to the Chancellor, the Reviewing Officer, the Grievant and the Responding Party of its decision and the recommendation which the Panel will submit to the Chancellor, the party against whom an unfavorable decision and recommendation are rendered (Grievant or Responding Party) will also be notified of their right to appeal the decision to the Chancellor. The hearing record, which will include all documents, testimony, recordings, transcripts, written statements, etc., will be preserved and forwarded to the Chancellor and a copy to the Reviewing Officer, along with a copy for the Grievance Panel's decision and recommendation.
- I. The hearing will be recorded by an acceptable method and the recording retained by the Chancellor's Office for at least one year following the conclusion of the proceedings. The Grievant and

Responding Party(ies) may obtain a copy of the tape recording at his/her expense by requesting it in writing from the Chair of the Grievance Panel.

V. RIGHT TO APPEAL

- A. If the decision of the Grievance Panel or at any level below is unfavorable to the grievant or the responding party, it may be appealed to the next level within five (5) work days of the receipt of the unfavorable decision whether by mail or hand delivery, if:
1. New evidence or information has surfaced which was not known and not available to the appealing party prior to the conclusion of the hearing before the Grievance Panel; and/or
 2. The hearing record reflects that the appealing party was denied due process or right(s) to which (s)he was entitled; and/or
 3. Errors by the Grievance Panel as reflected in the hearing record caused an inappropriate decision to be rendered that is not supported by the facts, evidence, etc. presented at the hearing.
- B. The unfavorable decision of the Grievance Panel may be appealed to the campus Chancellor.
- C. The unfavorable decision of the campus Chancellor may be appealed to the System President, if applicable.
- D. The unfavorable decision of the System President may be appealed to the Board of Supervisors through its Chairman, if applicable, however, the appealing party must document that efforts have been made to exhaust all administrative review rights at the campus and system levels before appealing to the Board of Supervisors.
- E. The ground(s) on which the appeal is based must be specifically stated and supported by the hearing or supplemented record, if applicable.

IV. APPEAL PROCEDURES

- A. The appeal must:
1. Be submitted in writing to the Chancellor within five (5) work days of his/her receipt of the decision that is being appealed. The grievant must also send notification of his/her appeal to the Chair of Grievance Panel with a request for the official hearing record to be forwarded to the Chancellor.
 2. State with specificity the basis for the appeal and provide details from the hearing record, proof of facts and/or other information which support the appealing party's right to be granted a review of his/her appeal as applicable in Right to Appeal above.

3. The following delays will be observed in responding to the appeal.
 - a. The Chancellor will respond to the appeal within ten (10) work days of receiving the hearing record.
 - b. If the appealing party desires to appeal to the System President, the appeal must be filed in writing within seven (7) calendar days from his/her receipt of the Chancellor's decision.
 - c. Appeals to the System President will be in accordance with the policy and procedures set forth by the President.
 - d. Appeals to the Board of Supervisors will be governed by the Board's Grievance Policy and Procedures.

VII. Other Matters

- A. Representation: At all levels of review, parties to the grievance may be accompanied by a representative who may be an attorney. The participation of the representative will be limited to advising the party, unless a greater participation role is granted by the presiding official.
- B. Confidentiality: Reasonable efforts will be made to insure the confidentiality of all closed proceedings, hearings and the records produced therefrom. However, should any matter arising during the course of the proceeding become public, the right to issue appropriate statements relative to the matter will fall to the Chancellor, who will consult with the System President.
- C. Communications to Grievance Panel: Communications directed to individual members of the Grievance Panel that pertain to a grievance or a potential grievance will not be acknowledged except through the use of this procedure, subject to the Grievance Policy and Procedures of the Southern University Board of Supervisors and the Office of the System President.
- D. Inclusive Provisions: The Grievance Policy and Procedures of the Southern University Board of Supervisors are made a part of this policy and procedure as if fully stated herein. If any provision of this policy and procedure is in opposition to the grievance provisions of the Board, the Board's provisions will take precedence.

EMPLOYEE RELATIONS PRINCIPLES

We believe that the mutual interests of supervisors and employees can best be served by working under the following principles each day:

1. It should be recognized by both supervisors and employees that compensation due any of us is in direct proportion to the quality of service performed.
2. The University will maintain wage rates on a level equal to or slightly higher than the average of the community of comparable types of work under similar working conditions.
3. We will maintain a staff of permanent and competent employees by following the best possible screening techniques.
4. Should a vacancy occur, every effort will be made to fill the position with a person from within the organization with due regard to ability, qualifications, experience, and length of service.
5. We will avoid discrimination with regard to race, religion, color, sex, or disability national origin in hiring and in all phases of the employee - employer relationship through termination.
6. We will observe and follow the established grievance procedure.
7. We will maintain reasonable hours of work, good employee benefits and the best possible working conditions for everyone.
8. Through these and other practices, the University will encourage employees to increase their longevity in service.

EMPLOYEE ASSISTANCE PROGRAM

The State of Louisiana and Southern University are mindful of the fact that everyone experiences personal difficulties from time-to-time, and that these situations can be emotionally, physically, and mentally disruptive to an employee's otherwise well-balanced and fulfilling life. In recognition of these circumstances, and as a means of minimizing any potential adverse effect on the employee's job performance, the State of Louisiana has established an employee

assistance program whereby employees can acquire a limited amount of confidential assistance in dealing with such matters as family or marital conflicts, divorce, death, serious financial difficulties and chemical dependency. Employees wishing to use the services of the employee assistance program should contact the Office of Human Resources Services for a confidential discussion of this program and referral. The University's Drug Education Office can also be of assistance with substance abuse.

SUPERVISORY RESPONSIBILITIES

FOR PAPER WORK

The objective of maintaining adequate Human Resources records is to provide: (1) the documentation necessary to show that legal, regulatory, and procedural requirements have been met in all our Human Resources actions; (2) a basis for making decisions involving Human Resources and planning operations; and (3) a basis for reports on our Human Resources activities each year.

In addition to the proper recording and preserving of reports in your department, the following Human Resources forms will require careful review and your signature prior to Human Resources action being completed:

1. Employee induction-orientation checklist
2. Employee absentee record
3. Employee rating report
4. Employee transfer request
5. Termination request
6. Warning record
7. Supervisory responsibility
8. Absence report

The Office of Human Resources will provide instructions on proper completion of the above named forms.

TO IMMEDIATE SUPERIORS

Among the many responsibilities of every supervisor and foreman, it is of great importance to understand and fulfill obligations to your immediate superior on a regular and recurring basis.

The following suggestions are primary guidelines for a wholesome and workable relationship.

1. Cooperate with courtesy and respect at all times
2. Prepare yourself for a greater responsibility by training a subordinate to assist in follow-up procedures.
3. Report the outcome of any important phase of operation fully, simply and accurately to the immediate superior when requested.
4. Research for improved methods of efficiency and offer ideas and suggestions for improvement to the immediate supervisor.
5. Always assume full responsibility for work assigned and make every effort to relieve your superior of job details.

TO EACH OTHER (ON THE SAME MANAGEMENT LEVEL)

It is continually important that we develop strong team effort among our supervisors in order to progress and maintain a strong and unified University System. Therefore, each supervisor in the System should be constantly mindful of the following responsibilities to his fellow supervisors.

1. Cooperate with courtesy, respect, understanding, and tolerance to each other at all times.
2. Share ideas and methods for improvement in all phases of operation.
3. Show confidence and never berate a fellow supervisor in the presence of subordinates.
4. Be fair, patient, understanding and helpful in all relationships with fellow supervisors.
5. Try to listen and help a fellow supervisor with a Human Resources problem if invited to do so.
6. Make every effort to exemplify proper standards for job decorum and efficiency.

TO SUBORDINATES

We all know that good, sound leadership is of utmost importance to successfully attaining our goals in our University. You might say that it is an absolute necessity. You as a supervisor, must be a leader and not a boss or a driver. Effective, sound leadership requires that subordinates are

handled in a way that the job can be done in the safest, least expensive and most effective way and still achieve the quantity and quality of production desired. To do this, you must be ever mindful of the importance of trying to meet the individual and personal needs of all subordinates on a daily basis. We must realize, as a supervisor, that subordinates will follow if proven that you understand and provide assistance in meeting their needs. Therefore, every supervisor must recognize his obligations and responsibilities to his subordinates in order to gain respect, cooperation and team effort. To achieve this goal, you as a supervisor, must meet the following responsibilities to the employees under your supervision.

1. Respect and consider each employee as an individual and important human being at all times.
2. Do a good job of representing your employees to top management.
3. Make every effort to interpret and explain University policies accurately and with patience.
4. Set a good example for your subordinates both at work and at play.
5. Never forget to praise an employee when he does a job exceptionally well. When reprimanding is necessary, always do so privately. Remember, “praise in public, reprimand in private.”
6. Give each employee an opportunity to develop and improve his or her skills and earnings.
7. Judge each person honestly and objectively without prejudice and conflict of individual personalities.
8. Categorize and place employees according to present ability, skill and attitude. Take time to acquaint new employees and administer proper and accurate instructions to them.
9. Be ever mindful of the importance of safe, clean working conditions.
10. Never “pass the buck” if something goes wrong in your department. Assume the responsibility for actions of employees under your supervision.

FOR COST CONTROL

There is a continuous demand for careful observation and a conscious attitude toward cost control. Expenses must be cut to an absolute minimum whenever possible. With this in mind, every supervisor is asked to make a positive effort toward eliminating waste of time, supplies and materials.

It is imperative that we take a closer look at carelessness, loafing, absenteeism and tardiness on the part of ourselves and our subordinates. To enable you to realize the alarming cost of wasted time, the following chart has been established based on an eight hour day, five day week or 255 working days per year.

If employees waste only 10 minutes a day, the cost is

Hourly Rate	Per Employee	Per 100 Employees	Per 500 Employees	Per 1,000 Employees
\$5.15	\$218.88	\$21,888.00	\$109,440.00	\$218,880.00
6.00	255.00	25,500.00	127,500.00	255,000.00
6.50	276.25	27,625.00	138,125.00	276,250.00
7.00	297.50	29,750.00	148,750.00	297,500.00

Thus, one of the most difficult problems you as a supervisor will encounter today in our University is that of creating a genuine interest in cost reductions on the part of your subordinates. In order to gain the cooperation of your employees in this important area, we recommend that you daily follow these three (3) important guidelines as a supervisor:

1. Create in each of your employees a feeling of being important and of being “in” on things. Try to impress upon each person that he or she is a vital and integral part of the University and your department rather than allow the “I just work here” attitude to take root.
2. During the orientation of new employees exert every effort to show them how costs of operating the University are related to an employee’s long range employment and direct income.
3. Wasted utilities such as light, heat, water, etc. should be of constant concern to all employees. There should be a continuous search for ways to eliminate wasted materials in your department. By all means, set an example for your employees to follow.

POSITION TOWARD PRESENT COLLECTIVE BARGAINING REPRESENTATIVE (UNION)

It is our objective to establish a consistent labor relations policy in this University. The purpose of this policy is to develop a sound working relationship with the union without surrendering our rights to manage the Institution. The foundation of our labor relations policy is a reputation of consistency, credibility and fairness with the union representative and to our employees with the bargaining unit.

Therefore, in order to make this policy feasible for the benefit of the employees, the union and management; the following Human Resources policies and practices must be administered and followed on a daily basis.

LABOR RELATIONS POLICY AND PRACTICE

- No. 1: We shall accept union representation of our employees in good faith so long as the union represents a true majority of our employees in the bargaining unit.
- No. 2: We shall maintain management's right to manage.
- No.3: The top management of this University must continually support our representatives in administering and carrying out labor relations policies and practices. The disciplinary policies of the University will be enforced in a fair, firm and consistent manner.
- No. 4: Our union representatives will be subject to all University rules and regulations; and exempted only from those that are specifically spelled out in the present labor agreement.
- No. 5: A wildcat strike will never be condoned or accepted on the part of management.
- No. 6: Employee complaints will be handled with fairness, firmly and without discrimination as efficiently and rapidly as possible.
- No. 7: Every single representative of management must exercise extreme caution to avoid establishing past practices that are inconsistent with prior policy and practice.

No. 8: Document all decisions, side agreements, enforcement and administration of the present labor agreement in writing.

COMMUNICATIONS WITH YOUR EMPLOYEES

1. Keep employees regularly informed of University plans, policies and “news” verbally and through written communication. Send a letter to their homes now and then.
2. Personalize your employee communication so that every worker feels that you are interested in him/her personally.
3. Make regular tours of your campus/department and smile sincerely.
4. Give careful consideration to all employee suggestions and complaints. Provide adequate answers.
5. Review the effectiveness of your present communication program.

FAVORITISM

Assign all work in a fair and equal manner. Always be impartial in dealing with subordinates.

SUPERVISORS MUST NOT PLAY FAVORITES.

EMPLOYEE ATTITUDES

1. Learn what your employees really think about the University, their job, and their supervisor.
2. Keep constantly alert to possible conditions of employee unrest. Carefully check and analyze complaints.
3. Alert supervisors should keep top management informed of any changes in employee attitudes.

WORKING CONDITIONS

1. Make work areas as pleasant, clean and attractive as possible.
2. Check on adequacy of summer ventilation, lighting and equipment arrangements.
3. Take steps to correct unusual heat, noise, dust and odors.

4. Eliminate hazardous conditions at work stations.
5. Provide employees with convenient and adequate washrooms, drinking and eating facilities and parking areas.
6. Provide employees with equipment and supplies that are adequate for safe and efficient work.

EMPLOYMENT PRACTICES/AFFIRMATIVE ACTION PLAN

PART ONE

I. POLICY STATEMENT

The Southern University System declares and reaffirms a policy of equal employment opportunity, equal educational opportunity, and nondiscrimination in the provisions of educational and other services to the public.

Southern University will make all decisions regarding recruitment, hiring, promotions, and all other terms and conditions of employment, without discrimination on the grounds of race, color, creed or religion, sex, national origin, age, physical or mental disability, or any other factors which cannot lawfully be the basis for an employment decision.

AFFIRMATIVE ACTION IN EMPLOYMENT

Southern University undertakes a program of affirmative action, to which good faith efforts will be directed for achievement of the following purposes:

- Determination of the extent to which minorities, other race and women are under - utilized in major categories;
- Identification and elimination of the specific causes of such under utilization;
- Identification and elimination of any employment practices whose impact may have been adverse on minorities, other race, women and others protected by applicable law and whose relationship to job performance may not have been clearly established;
- Replacement of such practices by others which are based on merit and valid job qualifications;
- Development, through special recruitment efforts and other measures, of applicant pools in which valid qualified minorities, other races and women are represented in proportion sufficient to help reduce their under utilization, where such may have occurred;
- Development, through special recruitment efforts and other measures, of

applicant pools in which disabled persons and Vietnam Era veterans are represented equitably;

- Projection of goals and timetables which will estimate the representation of minorities, other race and women which is to result from the operation of this affirmative action plan;
- Establishment of organizational structures and monitoring systems which will assure effective operation of the affirmative action programs, achievement of its goals, modification of the plan as appropriate to those ends.

Equal Educational Opportunity

Southern University reaffirms its policy of administering all educational programs and related supporting services and, benefits in a manner which does not discriminate because of a student's or prospective student's race, color, creed or religion, sex, national origin, or other characteristics which cannot be lawfully the basis for provision of such services. Further, Southern University commits itself to a program of Affirmative Action, set forth herein, to encourage the application of minority, other race and women students, to identify and eliminate the effects of any oversight which may have resulted in past discrimination in the provision of educational and related services, and to establish organizational structures and procedures which will assure equal treatment and equal access to the facilities and educational benefits of Southern University to all students, as required by law.

Nondiscrimination in Institutional Services to the Public

Southern University reaffirms its policy of nondiscrimination on the basis of minority status, other race, sex, or other impermissible grounds, in the provision of all services provided to members of the public by facilities under control of Southern University. Further, Southern University commits itself to a continuing program to assure that unlawful discrimination does not occur in the services it renders to the public and that those sectors of the public most affected by this policy be kept informed of its content.

Compliance with Laws

Through the policies and programs set forth in this plan, Southern University undertakes to comply fully with all federal, state, and local laws relating to equal educational opportunity, equal employment opportunity, and affirmative action. This plan specifically addresses the obligations of Southern-University under the following laws and regulations including but not limited to:

Titles VI and VII, Civil Rights Act of 1964, as amended
Executive Order 11246, as amended
Revised order No. 4
The Equal Pay Act of 1963
The Rehabilitation Act of 1973

The Vietnam Era veterans Rehabilitation Act of 1974
Titles VII and VIII of the Public Health Service Act
Titles IX of the Education Amendments of 1972
Age Discrimination in Employment Act of 1975
Louisiana Executive Order #13
Louisiana Civil Service Law
Americans with Disability Act (ADA)
Family American Leave Act (FMLA)

II. RESPONSIBILITY FOR IMPLEMENTATION

President/Chancellor: Ultimate responsibility for equal employment opportunity and its full achievement through this affirmative action plan rests with the System President, each campus Chancellor including the Law Center of Southern University, both institutionally and under the law. Overall responsibility for implementation of the affirmative action plan is delegated to Thurman A. Butler, who is designated as the Equal Employment Opportunity Coordinator for the Southern University System and the Baton Rouge Campus, Thelma Caution, is designated for the New Orleans Campus and Wayne Bryant, for the Shreveport Campus. The responsibilities of these persons include, but are not necessarily limited to, the following:

- Overall programmatic responsibility to assure that all employment practices of Southern University are conducted in a manner which does not discriminate unlawfully.
- Overall direction of Southern University's affirmative action plan, including accommodation of Human Resources policies and directives to the plan.
- General supervision and guidance of the work of those assisting with equal employment opportunity.
- Maintenance of Central Human Resources and related records, as needed, in a manner facilitating achievement of the goals of the affirmative action plan.
- Preparation of all required government reports concerning equal opportunity and affirmative action.
- Collection and presentation of all statistical and other information called for by this affirmative action and its guidelines for implementation.
- Technical and administrative assistance to Departments needing help to meet their responsibilities under this plan and its guidelines;
- Establishment of institutional liaison with non-profit minorities, other race and women's organizations which specialize in recruiting minorities, other race and women, regular evaluation of the effectiveness of such organizations, and maintenance of a list of organizations capable for positions in the Southern University System;

- Periodical review, at least annually, of documents relating to the employment process of Southern University e.g., job description, application forms, job announcements - to assure that the impact of their use is not discriminatory against persons protected by law;
- Technical assistance to hiring departments development of affirmative recruitment strategies;
- Preparation of an annual report on affirmative action in consultation with appropriate persons for submission to the System President for approval and/or publication.

III. UTILIZATION ANALYSIS

In compliance with applicable government regulations, and as set forth in the guidelines for implementation of this plan, Southern University will conduct a utilization analysis. It will be conducted separately for minority group members, other race and women. The analysis will be constructed to determine, on both the University and departmental basis the extent to which minority group members, other race and women have been employed in major job classifications by Southern University at rates which are consistent with their availability in the relevant labor markets. Estimates of availability will be based on the presence of individuals who are qualified in each academic and non-academic labor market, under criteria which are validly related to job performance in each job category covered by the analysis.

IV. AUDIT OF EMPLOYMENT PRACTICES

Southern University will review all its employment practices in order to identify and eliminate, if needed, any practices which may have contributed to under - utilization of minorities, other race and women, and which are not necessary to the operation of Southern University and do not bear a direct relationship to the jobs for which they are used as screening devices. Practices to be reviewed initially and annually, will include but not be limited to the following:

- The initial application and interview procedure
- The application form and related documents
- The content of job descriptions, in terms of their possible adverse effect on minorities, other race or women
- All written pre-employment and promotional tests
- All job qualifications, including requirements for experience and education;

- All criteria, such as arrest records, marital status, garnishments, and others, which may be used as disqualifying factors for employment
- All procedures and programs, such as requirements or prior notice to current supervisors, distribution of training benefits, and others, which bear upon opportunities for advancement within Southern University.

Such employment practices will be reviewed by the equal employment coordinator in consultation with appropriate officials according to the provisions of this plan. The results of each review, including any recommendations for change, will be stated in writing to the System President and/or respective campus Chancellor.

V. AFFIRMATIVE RECRUITMENT

Southern University recognizes that preferential hiring on the basis of minority status or sex would be unlawful, even as a means of addressing any under utilization of minorities, other races or women. Accordingly, Southern University undertakes a vigorous program of affirmative recruitment for minority group members, other races and women in all job categories in which they may be found to have been under utilized. In all positions, regardless of whether or not such under utilization currently exists, Southern University will pursue a program of open recruitment to avoid possible discriminatory effects of informal job networks and similar systems.

Southern University's affirmative recruitment program will include, but not be limited to, the following specific actions:

- Review of existing recruitment procedures, identification of any procedures which may have an unjustifiable adverse effect on minorities, other race or women, and elimination of procedures which do. The review will be conducted initially and annually, by the EEO Coordinator in consultation with the appropriate officials designated by the System President or respective campus Chancellor.
- Development of search strategies for qualified minorities, other race and women for academic appointments. This will be a continuing function of the EEO Coordinator in consultation with the Academic-Vice Chancellor and the Academic departments.
- Written affirmative recruitment plans. Each responsible hiring unit shall prepare a statement setting forth the specific steps it will take to assure appropriate representation of minorities, other race and women in its applicant pools.

- Open posting of vacancy announcements. All vacancies for all positions at all levels at Southern University will be openly posted at several prominent places. The posting period shall be of sufficient duration, but no fewer than five (5) working days, to allow time for all interested applicants to consider applying for such vacancies.
- Broad public announcement of vacancies. The department responsible for recruitment will include public announcements in such media as help wanted columns of major newspapers, professional journals, and publications which specifically serve minorities, other race and women, in its strategies for securing minority and women for positions in which they have been under utilized.
- Contacting sources of minority, other race and women applicants
- Media and organizational sources specializing in recruitment and referral of minorities, other race and women applicants will be provided copies of vacancy announcements as determined practical and useful by the Director of Human Resources in consultation with the EEO Coordinator who will also maintain recruitment records of even those selection devices which are related to job performance, but which also have an adverse impact on the employment opportunities of minorities, other races or women. These will be eliminated and replaced by other valid selection devices which do not have an adverse impact, if that can be accomplished without unreasonable cost or burden to the operation of Southern University.

In order to assure that adverse effects of any written tests by Southern University are detected in the future, the responsible officer for administering the tests in consultation with the EEO Coordinator will maintain records of the pass/ fail rates, by race and sex, of all individuals who take each test. Such records will be reviewed periodically by the EEO Coordinator who will advise the System President and/or Chancellor if any test appears to have an adverse impact on minorities, other race or women. A test normally will be regarded as having an adverse impact if minorities or women are qualified through use of the test at a rate of 80 percent or less of the rate at which others are so qualified. Upon determining that any test has an adverse impact on the employment opportunities of minorities or women, the EEO Coordinator will take such steps as are necessary for Southern University to suspend further use of the test until it has been validated in accordance with applicable federal government regulations. In order to assure that the adverse effects of any job qualifications used by Southern University are detected, the officer(s) responsible for establishing job qualifications in consultation with the EEO Coordinator will analyze the job qualifications in effect for each job classification in which minorities or women are under utilized. The job classifications themselves will be analyzed in terms of the actual tasks performed, the frequency and difficulty of their performance, and the relative importance of

specific employee traits and skill levels needed to perform those tasks. Qualifications to be analyzed, initially and periodically as appropriate, will include but not be limited to the following:

- Educational requirements
- Requirements for specific job experience
- Requirements for, and weight given to, personal preferences, particularly those from people to whom minorities, other race and women are likely to have less favorable access than others
- Exclusionary policies or preferences based on marital status
- Exclusionary policies or preferences, including for termination, based on an applicant or employee's credit rating or garnishment
- Exclusionary policies or preferences based on an individual's height, weight and related physical characteristics; and Exclusionary policies or preferences based on formal or informal judgments of an individual's "moral", "social", or other personal qualities generally associated with the culture of a particular ethnic group.

VII. CAREER DEVELOPMENT

It is recognized that to some extent achievement of equitable distribution of minorities, other race and women throughout all job classifications at Southern University, as projected in goals and timetables, will be the result of initial assignments, subsequent transfers, promotions, and training. To assure that minorities, other race and women are given access, affirmatively, to all positions and all lines of progression within Southern University, the following policies and practices shall apply:

- A. Initial referrals for job interviews in operating departments will be made solely on the basis of valid job qualifications, and not in any way on the basis of stereotypical beliefs regarding appropriate positions or departments for various classes of persons. All persons directly in the interviewing process and in decisions regarding assignments will be given orientation concerning this policy.
- B. All employees will be permitted to apply, through transfer, promotion, or otherwise for higher or more favorable (from a career perspective) positions at Southern University without advance approval by, or notice to, the present supervisor. However, employees will continue to be expected to give adequate notice of a change, as would be the case in accepting a position outside Southern University.

- C. All employees who apply and are not selected for such positions will be so advised in writing. The applications of minority, other race and women candidates who meet the valid qualifications for such positions, but who are not selected, shall be placed in the affirmative recruitment file, if under utilization of those groups has been found to exist in the positions applied for.

- D. Under procedures developed by the EEO Coordinator in consultation with the appropriate departments, a career counseling program will be established to assist lower level employees in achieving career advancement. The emphasis of such counseling will be on advancement into positions in which minorities, other race and women may have been excluded or significantly under represented.

- E. In-house training, tuition remission and refund, and similar programs will be reviewed annually by the EEO Coordinator and other appropriate officers for possible modification or expansion to better achieve the purposes of this plan.

VIII. EQUAL PAY

Southern University is committed to the principle and practice of equal pay for equal work, as required by the Equal Pay Act of 1964, Title VII of the Civil Rights Act of 1964, as amended, and other laws. In no case will Southern University pay similarly qualified individuals performing substantially the same work under comparable conditions of job tenure different wages or salaries on the basis of sex, minority status or any other factor not permitted by law. To assure that any unjustified differentials which may exist are corrected, Southern University will take the following actions:

- A. The Chancellor's Office, Vice Chancellor's Office, Department of Human Resources Services or a special Salary Review Committee, under procedures developed in consultation with the EEO Coordinator, will review the pay of employees in all major job categories.

- B. Any significant statistical disparities found to exist by sex or minority status will be brought to the attention of the responsible department head, who will be requested to provide documented justification for the differentials, consistent with law.

- C. In the absence of such documented justification, Southern University will make salary adjustments, within budgetary limitations, necessary to achieve compliance with the principle of equal pay for equal work. In no case will such compliance be achieved through the reduction of any employee's salary.

- D. Any employee of Southern University who believes that because of his or her race, color, religion, sex, national origin, age, or disability, he or she is being paid less than other similarly qualified persons performing substantially the same work under comparable conditions of job tenure may file a grievance under Southern University's grievance procedures, in the same manner as any other complaint regarding equal employment opportunity may be filed.

IX. EQUAL BENEFITS

- A. The Department of Human Resources Services will review periodically, at least annually, all benefits for employees of Southern University to assure that the benefits are available to all employees without discrimination on any grounds covered by this Affirmative Action Plan. The reviews will include all medical, hospital, accident and life insurance programs; all retirement and pension programs; and all other benefits provided by Southern University.
- B. Southern University will not participate in or require or encourage its employees to participate in any medical insurance program that discriminates on any covered ground with regard to coverage of any illness or disability, including those related to pregnancy, miscarriage or therapeutic abortion, and childbirth.
- C. Southern University will not participate in or require or encourage its employees to participate in any retirement or pension program, or any insurance or other program, unless either the benefits or Southern University's contributions are equal for all employees without unlawful discrimination because of sex or any other covered ground.
- D. No group of employees in a class covered by this Affirmative Action plan will be required or allowed to retire at an age different from the age at which other classes of employees are required to retire. Southern University will not pursue or maintain any retirement policy requiring or allowing employees to retire solely because they have attained an age of seventy or greater.

X. LEAVE POLICIES

- A. All leave policies of Southern University will be formulated and administered without discrimination on the basis of sex or any other prohibited ground.
- B. In the case of any temporary physical disability, including such disabilities resulting from pregnancy and childbirth, all classes of employees will be granted leave on a basis which does not discriminate on prohibited grounds. All accrued sick leave will be credited until exhausted. After all accrued sick and annual leave

is exhausted, leave without pay will be granted without discrimination on prohibited grounds. Any employee granted leave under such circumstances will retain all employment rights in his or her current position in keeping with current legal interpretations.

- C. Southern University will not maintain or act upon any written or unwritten policy which excludes applicants or employees from employment with Southern University because of pregnancy, or which requires employees who are pregnant to stop work at a time other than that which is specified by their personal physicians.
- D. Pregnancy, miscarriage, therapeutic abortion, childbirth, and recovery therefrom will be considered by Southern University as temporary physical disabilities under Southern University's leave programs. Leave granted for any temporary physical disability will be granted without discrimination because of sex or any other prohibited ground.
- E. Extended leaves of absence without pay, such as long-term military leave and Child-rearing leave, will be granted without discrimination because of sex or any other prohibited ground. Child-rearing leave will be granted on the same basis as long-term military leave.

XI. GOALS AND TIMETABLES

- A. Southern University will establish, separately for minorities, other race and women, goals and timetables relating to their employment in each major job category in which they may have been found to be under-utilized by Southern University.
- B. Such goals and time tables will be stated as projections of the likely representation of minorities, other race and women which will exist on specified dates in covered positions as a result of Southern University's good faith efforts to make all aspects of its Affirmative Action plan work.
- C. Such projections will be based on the utilization analysis, expected turnover in positions covered, and other factors set forth in applicable regulations. Southern University's goals and timetables will not be developed or administered as inflexible quotas which must be met, nor will they be administered in a manner which discriminates in the hiring, appointment, promotion, or granting of tenure to any individual on grounds of race, color, religion, sex, or national origin.

XII. EXTERNAL RELATIONSHIPS

Unions, Employment Agencies, Contractors

- A. Nothing in this plan should be interpreted as invalidating any lawful provision of any contract which exists between Southern University and a union or other duly established bargaining agent of Southern University's employees. Conversely, Southern University will not be party to any collective bargaining agreement, or any provision thereof, which violates equal employment opportunity laws and regulations to which Southern University is subject. The appropriate officials of all unions and bargaining agents with which Southern University may enter a contract will be provided copies of this Affirmative Action plan and advised of the responsibilities of all employees, including union members, under it.
- B. All employment agencies through which Southern University may recruit applicants will be advised in writing of Southern University's policy of nondiscrimination and advised that applicants must be referred without discrimination on prohibited grounds. Southern University will not use the services of any agency which fails to comply with Southern University's policy of non-discrimination.
- C. All contractors, any of whose contracts with Southern University are subject to Executive Order 11246 or any applicable federal, state or local law or regulation regarding non-discrimination in government contracts, will be advised of Southern University's policy of nondiscrimination, and of the contractor's obligations there under. Southern University will not enter into a contract with any contractor in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment under the contract. In appropriate instances, Southern University will negotiate specific Affirmative Action measures in the applicable contract.

XIII. STAFF ORIENTATION IN EEO

- A. In addition to receiving copies of this plan and its guidelines for implementation, as provided for in Section XIV below, responsible supervisory Human Resources will be give special orientation sessions regarding the provisions of the plan, of Revised Order No. 4, and of equal employment opportunity law generally. Update sessions will be held at least annually. Responsibility for EEO orientation and training sessions will be assigned the EEO Coordinator or other appropriate official as designated by the System President and respective campus Chancellor.
- B. All employees in the Office of Human Resources Services will be given the equivalent of at least one full day of orientation regarding this Affirmative Action

plan and its guidelines, and training with regard to the provisions of equal employment opportunity law. Among topics to be included will be the special

obligations of members of the Human Resources staff in assuring that Southern University's Affirmative Action plan succeeds. Update sessions will be held at least annually.

- C. Special meetings or orientation session will be organized under procedures developed by EEO Coordinator or other appropriate official as designated by the System President or respective campus Chancellor to inform non-supervisory Human Resources and students of their rights and obligations under Southern University's Affirmative Action Plan.

XIV. DISSEMINATION OF PLAN

- A. This Affirmative Action plan, including its guidelines for implementation and supporting data will be treated as a public document. One or more copies of each document will be kept on file at Southern University's Libraries or other places where campus documents regarded as public are kept and made available to any interested person on request.
- B. As provided in the guidelines for implementation of the plan, a copy of the plan and guidelines will be given to each responsible department head, Chairman, Chairwoman, etc. They in turn will be requested to acknowledge that they have reviewed the plan and made its contents known to all employees, supervisors or faculty members in their department.
- C. A brief summary of the plan will be prepared by the EEO Coordinator or other appropriate official as designated by the System President or respective campus Chancellor and circulated to all present employees and given to all new employees as they are hired.
- D. Feature articles and follow-up items will be included in campus's newsletters, Digest, etc.
- F. All external recruitment sources used by Southern University, including unions, employment agencies, college and universities, and organizations specializing in the recruitment of minorities, other race and women, will be informed of Southern University's non-discrimination policy and Affirmative Action plan. They will be provided copies of the summary of the plan and requested to refer minorities and women for all positions listed by Southern University.
- G. Additional steps in dissemination may be taken as undertaken from time to time by the

EEO Coordinator or other appropriate official as designated by the System President or respective campus Chancellor.

V. MONITORING PERFORMANCE

A. Under procedures developed by the EEO Coordinator or other appropriate official designated by the System President or respective campus Chancellor and, the Human Resources Department and operating departments will maintain at least the following records in support of this Affirmative Action plan:

1. Applicant flow, by race, sex, national origin, and source of applicants (e.g., word-of-mouth, advertising in journals, etc.);
2. Hires, by race, sex and national origin;
3. Initial placement or assignment after hired, by race, sex, national origin, department to which assigned, and position;
4. Transfers and promotions, by race, sex, national origin, position and department from which transferred or promoted, and position and unit to which transferred or promoted;
5. Voluntary and involuntary termination, by race, sex, national origin, type of termination, and reason therefore;

B. The EEO Coordinator or other appropriate official designated by the System President or respective campus Chancellor will review all of the above records at least annually to assure compliance with all aspects of this plan, and prepare an annual report to the System President and respective campus Chancellor of Southern University regarding compliance with the plan and progress toward objectives. The annual report, and such other periodical reports as may be deemed appropriate, will include recommendations for any changes the EEO Coordinator or other appropriate official designated by the System President or respective campus Chancellor believes are necessary for the program to better achieve its purposes.

C. The annual report on affirmative action and other appropriate reports will be circulated to all supervisory and managerial Human Resources of Southern University who have responsibilities under the plan. The EEO Coordinator or other appropriate official designated by the System President or respective campus Chancellor will make personal contact with each such supervisor or department head

whose department appears to have significant deficiencies in Affirmative Action, seek explanations for the deficiencies, and offer assistance in overcoming such deficiencies where appropriate.

PART TWO

AFFIRMATIVE ACTION FOR THE DISABLED, DISABLED VETERAN AND VETERANS OF THE VIETNAM ERA

A. GENERAL

1. In conformance with the provisions of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Act of 1974 ADA, applicable regulations thereunder, and other applicable laws and regulations, Southern University will not discriminate against any employee or applicant for employment because of physical, mental disability or veteran status in regard to any position for which the employee or applicant for employment is qualified.
2. Further, Southern University undertakes a program of affirmative action as set forth below, to employ, advance in employment and otherwise treat qualified disabled individuals and all veterans without discrimination based upon their physical or mental disability in all employment practices such as the following:
 - a. Employment
 - b. Upgrading
 - c. Recruitment or recruitment advertising
 - d. Layoff or termination
 - e. Rates of pay or other forms of compensation
 - f. Selection for training, including any apprenticeship programs
3. Any covered disabled employee or applicant for employment who believes that he or she has been discriminated against because of physical or mental disability, or that Southern University otherwise has failed to comply with the Rehabilitation Act of 1973, may initiate a grievance under the grievance procedures provided by Southern University. After initiation of a grievance, Southern University will:

- a. Advise the disabled plaintiff that he or she has the right, under 20 CFR 741.29 (regulations under Rehabilitation Act of 1973) to file an administrative complaint with the Employment Standards Administration of the U.S. Department of Labor if the matter is not resolved within sixty (60) days through the Internal Review Procedure.
 - b. Maintain on file for a minimum of three (3) years the record regarding the grievance under the Internal Review Procedure, and the actions taken toward resolution.
 - c. Cooperate with the appropriate federal enforcement agency in its investigation of any complaint properly brought before it against Southern University under the Rehabilitation Act of 1973, or the Veterans' Readjustment Act of 1974, ADA.
 - d. Provide the appropriate federal enforcement agency pertinent information regarding employment practices of Southern University with respect to the disabled and veterans.
4. Southern University will comply with the rules and regulations in 20 CFR-CH YI Part 741 and Chapter 42, Sections 2021 and 2014, of the Vietnam Era Veteran's Readjustment Act of 1974, ADA.
 5. Southern University will incorporate the provisions of this part of its affirmative action plan relating to the disabled and veterans into its Human Resources manual. Provisions of this part will be available for review by any employee or applicant for employment.
 6. The EEO Coordinator or other appropriate official designated by the System President or respective campus Chancellor will review this part of the plan periodically, at least annually on or before March 31, and recommend appropriate changes, which Southern University will adopt as necessary to comply with the Rehabilitation Act of 1973 and the Veterans' Readjustment Act of 1974, and ADA.
 7. The EEO Coordinator or other appropriate official designated by the System President or respective campus Chancellor will be responsible for the operation and monitoring of this part.
 8. Southern University will permit duly authorized federal government representatives to examine pertinent books, documents, papers and records concerning its employment and advancement of the disabled and veterans.
 9. Southern University will post in a conspicuous place, available to employees and applicants for employment, copies of notices officially designated by the appropriate federal enforcement agency stating Southern University's obligations, and employees' and applicants' rights, under the Rehabilitation Act of 1973 and the Veterans'

Readjustment Act of 1974, and ADA.

10. Southern University will provide each labor union or representative of workers with which it may enter a collective bargaining agreement or other contract understanding with a copy of this part of its Affirmative Action Plan.

11. Southern University will submit a copy of this part of its Affirmative Action Plan to the appropriate federal agency within ninety (90) days after the award of a contract or subcontract.

12. By March 31, of each year during performance of the covered contract, and by March 31, of the year following completion of the contract, Southern University will submit a summary report to the appropriate federal agency covering employment and complaint experience, as well as the steps taken to implement the provisions of this part of the part of the plan.

13. Explanations of the provisions of this part and of Southern University's obligations regarding employment and advancement of the disabled and veterans will be included in orientation sessions provided for high level administrative Human Resources, staff of the Office of Human Resources Services, and other employees concerning Southern University's Affirmative Action Plan.

14. Where applicable, the procedures provided in this plan for assuring equal employment opportunity and affirmative action with regard to race, sex, and national origin will be followed with regard to employment and advancement of the disabled and veterans. However, goals and timetables specifically will not be used in projection of future representation of handicapped in Southern University's workforce.

15. The Office of Human Resources Services in consultation with other appropriate officials as designated by the System President or respective campus Chancellor will establish contact with appropriate state and local government agencies and employment services, governmental and private vocational rehabilitation agencies, sheltered, workshops, and other organizations and institutions serving disabled individuals and veterans in order to enlist their assistance, through referrals of disabled and veteran applicants for employment and otherwise, in Southern University's achievement of the purposes in this part of the plan.

B. DEFINITIONS OF DISABLED PERSONS

1. Disabled Person

A disabled person is any person who:

- a) Has a physical or mental impairment which substantially limits one or more

major life activities. “Physical or mental impairment” means any psychological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and Lymphatic, skin and endocrine, or any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

- b) Has a record of such an impairment. “Has a record of such an impairment” means has a history of or has been classified as having a mental or physical impairment that substantially limits one or more major life activities.
- c) Is regarded as having such an impairment. “Is regarded as having such an impairment” means has a physical or mental impairment that does not substantially limit major life activities but that is treated by others as constituting such a limitation; this physical or mental impairment substantially limits major life activities only as a result of the attitudes of others toward such an impairment or has none of the impairments defined above, but is treated as having such an impairment.

2. Major Life Activity

A major life activity is a function such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

3. Qualified Disabled Person

- a) With respect to employment, a qualified disabled person is a disabled person who; with reasonable accommodation, can perform the essential functions of the job in question.
- b) With respect to student services, a qualified disabled person is a disabled person who meets the academic and technical standards (all non-academic admissions criteria that are essential to participation in the program) requisite to admission or participation in the University program or activity.

4. Reasonable Accommodation

Reasonable accommodation may include actions such as making facilities used by employees accessible and purchasing or modifying equipment or devices necessary as auxiliary aids to the handicapped. Reasonable accommodations for employees may include job restructuring through part-time or modified work schedules, special equipment, etc., and will be determined by 1) business necessity and, 2) financial constraints of the employer.

C. DEFINITIONS OF VETERANS

1. Disabled veteran - a person entitled to disability compensation under laws administered by the Veterans Administration for disability rated at 30 percent or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in the line of duty.

2. Qualified disabled veteran - a disabled veteran as in the above who is capable of performing a particular job with reasonable accommodation to his or her disability.

3. Veteran of the Vietnam Era means a person who
 - 1) Served on active duty for a period of more than 180 days between August 5, 1964 and May 7, 1975, and who was a) discharged or released therefrom with other than a dishonorable discharge, or was b) discharged or released from active duty for a service connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975, and who was so discharged or released within 48 months preceding the alleged violation of the Act, the affirmative action clause, and/or the regulations issued pursuant to the Act.*

* (“Act” here refers to the Vietnam Era Readjustment Assistance Act)

D. PROPER CONSIDERATION OF QUALIFICATIONS FOR DISABLED WORKERS, DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

Southern University will continue to review its Human Resources processes to determine whether its present procedures assure careful, thorough, and systematic consideration of the qualifications of known disabled persons, disabled veterans, and veterans of the Vietnam Era who are applicants and employees for admission or job vacancies filled by either hiring or promotion, for training opportunities offered or available.

To the extent that it is necessary to modify its procedures, the University shall include the development of new procedures for this purpose in the affirmative action programs. These procedures will be designed toward equal employment opportunity for disabled workers, disabled veterans and veterans of the Vietnam Era, as well as all others, in the goals of fairness to all.

1. Southern University makes known its policy regarding the physical and mental qualifications of disabled workers, disabled veterans, and veterans of the Vietnam Era:

- a. Southern University will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. This University will take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals, disabled veterans, and veterans of the Vietnam Era without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, selection for training, and tenure.

 - b. Southern University will comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974.

 - c. Southern University will continue to review its present Human Resources procedures to ensure that careful, thorough and systematic consideration of the job qualifications of known disabled persons, disabled veterans and veterans of the Vietnam Era who are applicants and employees for vacancies filled either by hiring or by promotion, and for all training opportunities offered or available. To this extent the University *will* modify present, or develop new Human Resources procedures.
1. Southern University does now and will continue to keep any information obtained from any source confidential regarding an applicant's or employee's physical or mental condition, except the following:
 - a. Supervisors and managers are and will continue to be informed regarding restrictions on the work or duties of disabled individuals and regarding accommodations.
 - b. First aid and safety Human Resources are and will continue to be informed, where and to the extent appropriate, if the condition might require emergency treatment.
 - c. Government officials investigating compliance with equal employment opportunity requirements will be and are informed.

E. ACCOMMODATIONS TO PHYSICAL AND MENTAL LIMITATIONS

Southern University does now and will continue to make reasonable accommodations for the physical and mental limitations of disabled workers, disabled veterans, and veterans of the Vietnam Era who are now or will be employed by the University. In determining the extent of accommodation obligations, the following factors, as well as others, will be considered: 1) business necessity, and 2) availability of funds.

F. OUTREACH, POSITIVE RECRUITMENT AND EXTERNAL DISSEMINATION OF POLICY

Southern University will continue to review its employment practices to determine whether its Human Resources programs provide the required affirmative action for employment and advancement of qualified disabled workers, disabled veterans, and veterans of the Vietnam Era.

Southern University has and will continue to undertake appropriate outreach and positive recruitment activities, to ensure equal employment opportunity for all, such as some of the following:

1. This University has developed internal communication of its obligation to engage in affirmative action efforts to employ qualified disabled workers, disabled veterans and veterans of the Vietnam Era in such a way as to foster understanding, acceptance and support among executives, management, supervisors and all other employees and to encourage such persons to take the necessary action to aid the University in meeting its obligation.
2. This university has developed internal procedures to ensure its obligation to employ and promote qualified disabled workers, disabled veterans, and veterans of the Vietnam Era.
3. This University will continue to periodically inform all employees and prospective employees of its commitment to engage in affirmative action to increases employment opportunities for qualified disabled workers, disabled veterans, and veterans of the Vietnam Era.
4. This University will continue to enlist the assistance and support of recruiting sources (including state employment agencies, state vocational rehabilitation agencies or facilities, sheltered workshops, college organizations for disabled individuals) for the commitment to provide meaningful employment opportunities to qualified disabled individuals, disabled veterans, and veterans of the Vietnam Era.
5. This University will continue to engage in recruitment activities at educational institutions which participate in training of the disabled, such as schools for the blind, deaf, etc.
6. This University will continue to establish meaningful contact with appropriate social service agencies, organizations of and for handicapped individuals, vocational rehabilitation agencies or facilities, for such purposes as advice, technical assistance and referral of potential employees.

7. This University will continue to include disabled workers, disabled veterans and veterans of the Vietnam Era when employees are pictured in consumer, promotional or help wanted advertising.
8. This University will send written notification of university policy to all subcontractors, vendors and suppliers, requesting appropriate action on their part.
9. This University will take positive steps to attract qualified disabled persons, disabled veterans and veterans of the Vietnam Era not currently in the work force who have requisite skills and can be recruited through affirmative action measures.

G. INTERNAL DISSEMINATION OF POLICY FOR DISABLED WORKERS DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA

A strong outreach program will be ineffective without adequate internal support from supervisory and management Human Resources and other employees. In order to ensure greater employee cooperation and participation in University efforts, Southern University will adopt, implement, and disseminate this policy internally as follows:

1. Include in the policy statements, the University commitment for compliance of equal employment opportunity and its affirmative action program for disabled workers, disabled veterans, and veterans of the Vietnam Era.
2. The University will publicize its commitment in internal newsletters, catalogues, faculty and staff handbooks and other media.
3. The University will conduct special meetings with administrative and supervisory Human Resources to explain the intent of the policy and individual responsibility for effective implementation making clear the System President's and campus Chancellor's attitude.
4. The University will schedule special meetings with all employees to discuss policy and explain individual employee responsibilities.
5. The University will discuss the policy thoroughly in both employee orientation and administrative meetings.
6. The University will notify Locals #927, #100 and #3663 of the American Federation of State, County, and Municipal Employees AFL-CIO of the University policy of

affirmative action for disabled workers, disabled veterans, and veterans of the Vietnam Era.

7. The University will post the policy on university bulletin boards, including a statement that employees and applicants are protected from coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under Section 503 of the Rehabilitation Act of 1973, or Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, ADA.
8. In employee publications, the disabled employees, disabled veterans, and veterans of the Vietnam Era will be included when employees are pictured or featured.

9. Southern University will disseminate its policy internally to assure equal employment opportunity for disabled workers, disabled veterans, and veterans of the Vietnam Era and fulfill its commitment to affirmative action compliance.

H. IMPLEMENTING EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS INCLUDING DISABLED WORKERS, DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA

Mr. Thurman A. Butler, Ms. Theola Caiton and Mr. Wayne Bryant have been appointed EEO Coordinators for their respective campuses and are primarily responsible for this Affirmative Action Plan and assuring that handicapped workers, disabled veterans, and veterans of the Vietnam Era are appropriately considered in this plan. They have been given the necessary top management support to execute the assignment and their responsibilities shall include the following:

1. Developing policy statements, affirmative action programs, internal and external communication techniques.
2. Assisting in the identification of problem areas.
3. Assisting line management in arriving at solutions to problems.
4. Designing and implementing audit and reporting systems.
5. Serving as liaison between the University and disabled organizations, organizations of and for disabled veterans and veterans of the Vietnam Era, and community action groups concerned with employment opportunities of veterans and the handicapped.
6. Keeping management informed of latest developments in the entire equal opportunity

area.

7. Preparing an annual written report to monitor progress towards equal employment opportunity objectives.
8. Inform supervisors that their work performance will be evaluated on the basis of equal employment opportunity efforts and results, as well as other criteria.
9. Inform supervisors that their responsibility includes taking action to prevent harassment of employees placed through affirmative action efforts.

I. DEVELOPMENT AND EXECUTION OF AFFIRMATIVE ACTION PROGRAM FOR DISABLED WORKERS, DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA

Southern University has and will continue in the future to make good faith efforts toward the development and execution of an affirmative action program for disabled workers, disabled veterans, and veterans of the Vietnam Era which will offer an equal employment opportunity basis for hiring, promotion, and upgrading of qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era who are applicants for employment or employees already in the organization, who are qualified handicapped workers, disabled veterans, or veterans of the Vietnam Era.

In the establishment of this affirmative action program for disabled workers, disabled veterans, and veterans of the Vietnam Era the following guidelines will be followed:

1. Job qualification requirements will be reviewed and modified where necessary to adhere to the affirmative action program of action for disabled workers, disabled veterans, and veterans of the Vietnam Era, per the stipulations of CFR 60-741 and CFR 60-250, and will be made available to all members of management involved in the recruitment, screening, selection and promotion process of the University.
2. Southern University will evaluate the total selection processes including training and promotion to ensure freedom from stereotyping disabled persons, disabled veterans, and veterans of the Vietnam Era in a manner which limits their access to all jobs for which they are qualified.
3. Qualified applicants in the recruitment, screening, selection, promotion, disciplinary, and related processes are and will continue to be carefully selected and trained to ensure that

the commitments in the University's affirmative action program are implemented.

4. Recruiting sources will be advised of the affirmative action program for disabled workers, disabled veterans, and veterans of the Vietnam Era, and assistance requested in the recruitment and placement of qualified disabled workers, disabled veterans and veterans of the Vietnam Era with explanations of current and future job openings, and of the University's selection process and position descriptions and employee qualifications all in good faith efforts of cooperation and equal employment opportunity for all.
5. Southern University will make a special effort to include qualified disabled persons, disabled veterans, and veterans of the Vietnam Era on its Human Resources relations staff.
6. Southern University will publicize its affirmative action program in University sponsored recruitment programs.

PART THREE EQUAL EDUCATIONAL OPPORTUNITY

1. In conformance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, regulations promulgated pursuant to those laws, and other applicable laws and regulations, Southern University will not discriminate on grounds of race, color, sex, national origin or any other factor prohibited by law in providing any educational or other benefits or services of.
2. Southern University is committed to the proposition that the proportions of minorities, other race students, and women in its student population should be increased in specific areas of study in order to assure their adequate representation in future labor markets for positions which are desirable with respect to career potential - both within Southern University and elsewhere.
3. To that end, Southern University will undertake a practice of affirmative recruitment for minority, other race and women students through such procedures as visiting schools that have large concentrations of those groups in their student bodies, including adequate representation of minorities, other race and women in promotional literature of Southern University, sending minorities, other race and women representatives from Southern University to speak at events such as career days sponsored by schools and other organizations.
4. Individual acts of unlawful discrimination by faculty or administrative Employees in Southern University's treatment of students, in the teacher/student relationship and otherwise, shall be regarded as actionable under the grievance procedures set forth by Southern University. Such acts include, but are not limited to, defamatory statements

made by faculty members in class, or other employees in the course of their work, which demean or insult individuals because of their race, sex, national origin, or other covered characteristic.

This paragraph shall not be interpreted as prohibiting in any way any person from holding or expressing an opinion. Nor is one's mere holding or expressing of an opinion grounds for action under the grievance procedures set forth by Southern University.

5. Southern University is committed to administering its athletic programs in a manner which does not discriminate unlawfully on the grounds of sex.

PART FOUR SEXUAL HARASSMENT POLICY

AUTHORITY:

Title IX of the Education Amendments of 1972 and 1974 (34 CFR, Part 106), Louisiana Statutes, Louisiana Code of Ethics for State Employees and University policy and regulations.

Sexual harassment is prohibited at Southern University. Any employee or student found to be in violation of this policy will be subject to disciplinary action.

Southern University defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of employment or of a student's status in a course, program, or activity; or
2. submission to or rejection of such conduct is used as the basis for decisions affecting the individual, or
3. such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or educational experience or of creating an intimidating, hostile, or offensive environment.

Conduct which falls into the definition of sexual harassment includes, but is not limited to:

1. Unwelcome physical contact of a sexual nature such as patting, pinching or unnecessary touching.
2. Overt or implied threats against or promises and actions that give an advantage to an individual to induce him or her to perform sexual favors or to engage in an unwelcome sexual relationship.
3. Verbal harassment or abuse of a sexual nature, including intimidating by way of suggesting a desire for sexual relations or making jokes or remarks of a sexual nature to or in front of a person who finds them offensive.
4. Use of sexually suggestive terms or gestures to describe a person's body, clothing or sexual activities.
5. Displaying or posting offensive sexually suggestive pictures or materials in the classroom or workplace.

Southern University is committed to ensuring that the work, classroom, study and social environments on its campuses are free of sexual harassment. Toward that end, should any incidents occur, the university provides a means by which students, staff and faculty may seek recourse. Any questions regarding sexual harassment in general or reporting of a specific case should be addressed to the EEO Coordinator, Department Head or the appropriate official designated by the System President or respective campus Chancellor.

PROCEDURE FOR FILING A COMPLAINT

The Equal Employment Opportunity Officer shall administer the policies and procedures outlined in this document. There shall be staff identified in the EEO Office to respond to inquiries and answer questions regarding these policies and procedures, and to provide informal advice or give directions for securing advice to persons who are not sure whether they have been victims of sexual harassment

In the case of a student complaint against a faculty member, a complaint should be filed within twenty (20) working days after the beginning of class during the semester following that in which the alleged harassment occurred. Other complaints should be filed within sixty (60) days of the alleged act(s) of sexual harassment. Timely filing of complaints is encouraged.

INFORMAL COMPLAINTS

1. Any person (student, employee, job applicant) who believes that he/she has been or is the victim of sexual harassment may elect to file an informal complaint with the EEO officer. (Location of his/her office and number is stated annually in each Campus's Affirmative Action Plan).

2. The EEO Officer or his/her designee shall hear the Informal Complaint, conduct an investigation of the complaint and prepare a report of his/her findings. Thirty (30) days shall be allotted for the attempt to resolve an informal complaint.
3. If there is no satisfactory resolution of the complaint using the informal procedure, or the complainant wishes to bypass this procedure, he or she may initiate a formal complaint.

FORMAL COMPLAINTS

A formal complaint must be made in writing to the EEO Officer. The complaint shall contain the following:

1. The name of complainant
2. A statement of the act(s) complained of
3. The name of the alleged offender
4. Date(s) or approximate date(s) on which the offending act(s) occurred
5. The name(s) of any witnesses
6. The desired resolution(s)

A formal complaint must be filed within sixty (60) days of the alleged act(s) of sexual harassment, or in the case of a student complaint against a faculty member, within twenty (20) working days of the beginning of class of the semester following that in which the alleged harassment occurred. Where an informal complaint has already been filed, a formal complaint shall be filed within one hundred (100) days of the alleged act(s), or sixty (60) days after the complainant's receipt of the EEO officer's findings, if the recommended resolution is unsatisfactory.

During the investigation of a complaint, conciliation may be attempted for the purpose of reaching an amicable settlement. If conciliation of the complaint is successfully achieved between the parties, the terms thereof shall be communicated by the EEO officer to the President, the campus Chancellor, the complainant, the alleged offender, the immediate supervisor, the department head and/or Dean, as appropriate. If the alleged offender fails to honor a negotiated conciliation agreement or retaliate against the complainant, the complainant should notify the EEO officer or his/her designee who, in turn, shall notify the campus Chancellor and President or a designee. The Chancellor may require the investigation to proceed as

if conciliation was not achieved. If conciliation is not achieved when attempted, the investigation of the complaint shall continue and the written findings concerning probable cause will be issued within a maximum of ninety (90) days, with notice of same to all of the above referenced parties.

1. Either party may appeal the findings of the EEO officer to the Chancellor or his designee by filing a written request for review within ten (10) days of receipt of the EEO Officer's findings.
2. The review process shall be completed at this level within thirty (30) days of receipt of the appeal and the findings communicated to the appellant and other affected parties.

PROBABLE CAUSE FINDING

Upon acceptance of a finding of probable cause, the immediate supervisor, department head, dean or vice chancellor, as appropriate, may offer a reasonable resolution to the complaint and may also recommend or take disciplinary action against the alleged offender. Disciplinary action(s) shall be taken in accordance with the rules and regulations affecting the class of employee and/or the terms of any applicable university rules, regulations or agreements.

PROHIBITION OF RETALIATION

Retaliation against a complainant by any University employee or student is expressly prohibited. Any attempt to penalize a student, employee or agent for initiating a complaint through any form of retaliation shall be treated as a separate incident of sexual harassment.

FRIVOLOUS OR MALICIOUS COMPLAINTS

If a claim of sexual harassment is found to be frivolous or malicious, appropriate University sanctions shall be taken against the complainant, including disciplinary action as appropriate. Disciplinary action against students shall be taken in accordance with the University's Code of Conduct for Students.

CONCURRENT GRIEVANCE

A complaint that is concurrently filed by the complainant with another University Unit or through an external administrative process shall cause further action by the EEO Officer to cease until the other process is completed. Further review by the EEO Officer shall commence only upon notice to him/her of the findings of the other unit and of the complainant's desire that the investigation be completed. Nothing contained in this rule shall be construed so as to affect the right of a complainant to pursue the matter with an appropriate enforcement agency.

GENERAL OVERSIGHT RESPONSIBILITY

All University administrators shall continuously monitor the work and academic environment and take corrective action whenever instances of sexual harassment are observed or reported to them. The matter may be internally resolved in the unit or reported to the EEO Officer for appropriate action.

NOTIFICATION OF POLICY

This policy shall be widely disseminated and posted to assure that faculty, staff, students and job applicants clearly understand what constitutes acts of sexual harassment and recognize that the University regards sexual harassment as a serious offense which will not be tolerated.

The full policy shall be made available to administrators at all levels of authority. Additional copies shall be available through the Office of Human Resources Services, and the Vice Chancellor for Student Affairs. Abbreviated versions shall be made available to students, faculty and staff. Additionally, this policy shall be included in University catalogs, Human Resources and policy handbooks and manuals and university media. Workshops, seminars and other educational programs shall be periodically offered to University Human Resources regarding the topic of sexual harassment.

FORMS

Complaints of sexual harassment may be filed by letter containing the above referenced information or on the Inequity/Discrimination Complaint Form available in the Office of Human Resources Services/EEO Office, the Campus Police Office or the Office of the Vice Chancellor for Student Affairs, and the SGA Office. The Inequity/Discrimination Form can be found at the end of this handbook as well.

PART FIVE RELIGIOUS AND NATIONAL ORIGIN GUIDELINES

Southern University will promote and ensure Equal Employment Opportunity for all persons employed or seeking employment. Affirmative action will be taken to ensure that applicants are employed and that employees are treated fair during employment without regard to their religion or national origin.

Southern University will accommodate the religious observances and practices of an employee or prospective employee unless the University sees a given request as unreasonable. In addressing each case, Southern University will make a determination based on at least the following factors: (a) business necessity, (b) financial costs, and (c) resulting Human Resources problems.

PART SIX

RESPONSIBILITIES OF CHANCELLORS, VICE-CHANCELLORS, DEANS, DIRECTORS, DEPARTMENT HEADS, ETC.

The respective campus Chancellor has overall responsibility for EEO. Departmental administrators and other supervisors shall continue to maintain the appropriate equal employment opportunity structures which include documentation of departmental recruiting efforts and the rationale for the selection of each candidate hired for a position with the department and appropriate documentation of the reasons for employment of candidates selected in preference to others. In academic departments, the Vice Chancellor for Academic Affairs, Deans and Chairpersons will have the primary responsibility for Affirmative Action goals and compliance certification. In non-academic departments, the appropriate Vice Chancellors and department heads will have these responsibilities.

Other responsibilities of these administrators shall include but not be limited to the following:

1. Assistance in identification of problem areas and establishment of department goals and objectives.
2. Involvement with minority organizations, women's organizations, community action groups and community service programs to enhance recruitment of potential employees.
3. Periodic audits of training programs and hiring and promotion patterns to ensure the attainment of goals and objectives.
4. Regular discussions with departmental employees to be certain that Southern University's policies are being followed.
5. Periodic review of qualifications of employees to ensure that minorities, women and other races are given full opportunities for transfers and promotions.
6. Periodic audits to ensure that each work location is in compliance as follows:
 - a. EEO posters are properly displayed.

- b. All facilities maintained by Southern University are in fact desegregated within policy and use.
 - c. All minorities, females and other race employees are afforded a full opportunity and encouraged to participate in Southern University - sponsored educational training, recreational and social activities.
7. When conducting performance evaluations of supervisory employees, one criterion should be the evaluation of their efforts to promote smooth entry into the workforce to ensure that there is no harassment of such employees.

PART SEVEN SEX DISCRIMINATION GUIDELINES

Southern University expressly prohibits sex discrimination in all phases of employment. Having recognized the unique concerns of women in the workforce, Southern University has reviewed its employment policies and practices to assure compliance with the laws and regulations prohibiting sex discrimination including the Equal Pay Act, the Pregnancy Discrimination Amendment to Title VII and the Sexual Harassment guidelines. Southern University also conforms to all nondiscrimination regulations regarding recruitment and advertising.

Policies and practices relating to promotions, training programs and educational programs have been reviewed and are in conformance with the guidelines in 41 CFR 60-22 and Part 18 of the Civil Service Rules. When departments advertise for positions, the Equal Opportunity Employer logo is used and the ads are placed in compliance with the above guidelines.

Compensation, seniority and fringe benefits are equal for male and female employees doing similar work. Rewards are based on individual ability and performance. No distinction is made between male and female employees with regard to marital status or having young children.

Furthermore, the same efforts are made in recruitment situations to ensure equal treatment of potential employees.

Insurance

Group insurance, including health and life is available to all full-time University employees (working 75% - 30 or more hours per week - 120 or more consecutive days per year). The following persons may be enrolled as dependents:

1. your legal spouse
2. your unmarried (never married) children under 21 years of age who are dependent upon you for support
3. Your unmarried (never married) children age 21 or older, but under 24 years of age, who are enrolled and attending classes as full-time students and are dependent upon you for support. Full-time student is one enrolled in an accredited university, college, vocational, technical, or trade school or institute, or a secondary school, for the number of hours or courses considered to be full-time attendance by that school.) **YOU MUST FURNISH PROOF OF FULL-TIME STATUS OF A DEPENDENT EACH SEMESTER.**
4. Natural or legally adopted children of you or your spouse, dependent upon you for support.
5. Children who have been placed with your family for adoption, by agency adoption contract or by irrevocable act of surrender for private adoption; who are living in your household and are or will be included as a dependent on your federal income tax return for the current or next tax year.
6. Other children for whom you have guardianship or legal custody that live in your household and are or will be included as a dependent on your federal income tax return for the current or next tax year.
7. Grandchildren for whom you do not have legal custody or guardianship, who are dependent upon you for support and whose parent is one of your covered dependents.

The University pays one half of the premium of both health and life insurance and the employee pays the other half. Included in the health coverage is comprehensive medical benefits, mental health and substance coverage, see the plan document, State Employees Group Benefits Program Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO) and Ochsner Health Plan which are distributed by the Office of Human Resources Services, Southern University System. Insurance coverage

is **NOT** automatic; **IT MUST BE APPLIED FOR WITHIN 30 DAYS OF EMPLOYMENT** in the Office of Human Resources Services. Coverage for each employee who completes the applicable Enrollment Form and agrees to make the required payroll contribution is to be as follows:

1. If employment begins on the first day of the month, coverage is effective the first day of the following month.
2. If employment begins on the second day of the month or after, coverage is effective the first day of the second month following employment;
3. Employee coverage will NOT become effective unless the employee completes an application for coverage within 30 days following the date of employment. An employee who completes an application after 30 days following the date of employment will be considered an overdue applicant.

Pre-Existing Condition (PEC)-Overdue Application - the term, pre-existing condition (PEC) - overdue application applies to all eligible employees who apply for coverage after 30 days from the date the employee became eligible for coverage and to all eligible dependents of employees for whom the application for coverage was not completed within 30 days from the date acquired. All overdue applicants must complete a "Statement of Physical Condition" and an "Acknowledgment of Pre-existing Condition" form. Medical expenses incurred during the first twelve (12) months that coverage for the employee and/or dependent is in force under the plan will NOT be considered as covered medical expenses if they are in connection with a disease, illness, accident or injury, for which medical advice, diagnosis care, or treatment was recommended or received during the six (6) month period immediately prior to the effective date of coverage.

If the covered employee was previously covered under a Group Health Plan, Medicare, Medicaid or other creditable coverage as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), credit will be given for previous coverage that occurred without a break of 63 days or

more for the duration of prior coverage against the initial 12-month period. Any coverage occurring prior to a break in coverage 63 days or more will not be credited against a pre-existing condition exclusion period.

Continued Coverage

Leave of Absence - If an employee is allowed an approved leave of absence by the University, he/she may retain his/her coverage for up to ONE YEAR, if the premium is paid. Failure to do so will result in cancellation of coverage. The employee MUST NOTIFY Human Resources Services within 30 days of the effective date of the leave of absence.

Surviving Dependents/Spouse - the surviving legal spouse and children of a deceased employee are eligible to continue their health insurance coverage if they were covered by the deceased employee's insurance policy prior to that employee's death. The surviving spouse and any dependents are eligible to continue their medical coverage only. Eligibility ceases if the surviving spouse becomes eligible for other coverage, with the exception of Medicare. Also, the addition of new dependents is no longer allowed. Surviving dependents/spouse will be entitled to receive the same participant employer premium contribution as employees and retirees.

Over-age dependents - If an unmarried, never married dependent child is incapable of self-sustaining employment by reason of mental retardation or physical incapacity prior to the termination age for children and is dependent upon the covered employee for support, the coverage for the dependent child may be continued for the duration of incapacity. Prior to attainment of age twenty-one

(21) the insurance company must receive documentation for dependents who are mentally retarded or who have physical incapacity.

COBRA - Benefits under the health plan for a covered employee will terminate on the last day of the calendar month during which employment terminated voluntarily or involuntarily, the employee no longer meets the definition of an employee or coverage under a leave of absence

expires unless the covered employee elects to continue at the employee's own expense. Employees terminated for gross misconduct are NOT eligible for COBRA. Employee must notify the Office of Human Resources Services prior to termination/resignation.

Open Enrollment - Each Health Maintenance Organization (HMO) and State Employees Group Benefits Program will hold annual enrollment period for coverage effective July 1. Transfer of

coverage from State Employees Group Benefits Program to the HMO or vice-versa will only be allowed during this annual enrollment period. Transfer of coverage will also be allowed as a consequence of the employee being transferred into or out of the HMO geographic service area, with an effective date of the first day of the month following transfer.

The employee must notify the Office of Human Resources Services whenever a dependent is added to, or deleted from, the employee's coverage, regardless of whether the addition or deletion would result in a change in the class of coverage. Notice must be provided within thirty (30) days of the addition or deletion.

Life Insurance - Group term life is available through the State Employees Group Benefits Program from Continental Assurance Company (CAN). Eligible employees may choose Basic Life (\$5,000.00) or Basic

plus Supplemental Life Insurance (face amount of 1 ½ times the employee's annual salary, rounded to the nearest \$1,000; maximum face amount of \$40,000 on the employee). The life insurance includes special payment provisions for cases of accidental death or dismemberment. Optional dependent life insurance is also available. Active and retired employees age 65 and over, but not yet age 70, will have a face life amount of 75% of the amount in force immediately prior to attainment of age 65. Active and retired employees age 70 and over will have a face life amount of 50% of the amount in force immediately prior to attainment of age 70 (reductions in face life amounts go into effect on the July 1 following attainment of age 65 and 70).

LOUISIANA STATE EMPLOYEES RETIREMENT SYSTEM

(Taken From Handbook Dated January 1998)

LASERS

Membership in the Louisiana State Employees' Retirement System (LASERS, or, the System) may be the biggest investment you will ever make. Please carefully study the benefits described in this handbook, and discuss them with your family or the person who will settle your estate.

There are numerous federal and state laws and internal policies necessary to administer LASERS benefits. By its very nature, a retirement system is complex and difficult to understand.

The material in this booklet is current through the 1997 Regular Session of the Louisiana Legislature. In the future, the Louisiana Legislature and LASERS Board of Trustees may make changes in applicable rules and regulations. LASERS will publish these changes in the quarterly newsletter, LASERS **BEAM**, which is mailed to your home.

LASERS is a qualified defined benefit pension and retirement plan under Section 401(a) of the Internal Revenue Code. LASERS operates and maintains records on a fiscal year basis.

LASERS is a public trust fund created in 1946 to provide retirement allowances and other benefits for state officers and employees and their beneficiaries. Funding for LASERS comes from three sources: employer contributions, employee contributions, and earnings from trust fund investments.

A 12-member Board of Trustees oversees LASERS' operations. State law designates members of the Board as follows:

1. six elected trustees, who are active members of the System;
2. three elected trustees, who are retired members of the system;
3. Chairman of the House Retirement Committee, **ex officio**;
4. Chairman of the Senate Retirement Committee, **ex officio**;
5. Treasurer of the State of Louisiana, ex officio.

LASERS' nine elected trustees serve four-year, staggered terms. System members and retirees elect trustees every other year to fill vacancies. Beginning on January 1, 1998, Trustees will be limited to serving three consecutive terms.

Louisiana law allows the Board to adopt rules and regulations in administering LASERS' programs and benefits. The Board hears appeals from members and issues decisions in such cases. The Board also appoints the system's executive director, assistant director, and chief investment officer. Board meetings are open to the public. The Board usually holds its committee and Board meetings during the fourth week of each month. Meetings are held on the fourth floor of the Louisiana Retirement Systems Building, 8401 United Plaza Boulevard, Baton Rouge, LA 70809.

Participation

Membership in LASERS is mandatory for all state employees whose agency is a LASERS participant except those excluded by law. Examples of **excluded employees** include:

1. employees who receive a per diem allowance instead of earned compensation;
2. students, interns, and resident physicians employed for temporary, part-time, or periodic work;
3. Independent contractors;

4. certain pool nurses;
5. certain temporary seasonal employees at the Department of Revenue and Taxation, and
6. part-time, seasonal, or temporary employees as defined in 26 CFR 31:3121(b)(7)-2, unless the employee has 10 years of service credit on or after July, 191 (R.S. 11:162).

Membership is optional for the following:

1. state elected officials;
2. officials appointed by the governor and subject to confirmation by the Senate;
3. employees who are 60 years-of-age or more at the time of employment; and
4. employees who are 55 years-of-age or more at the time of employment and who have credit for at least 40 quarters in the Social Security system.

Employer contributions

Currently, state law sets the employee contribution rate at 7.5% of earned compensation for most state employees. Your agency pays the employer contribution rate that is determined each year based on an actuarial formula set by state law. The employer contribution includes an amount designated to pay a portion of LASERS' unfunded actuarial liability. LASERS' unfunded actuarial liability is scheduled to be paid in full by the year 2029.

Employees contributions

Earned compensation is the base pay you earn as an employee plus emoluments (cash compensation paid to you in addition to regular salary, subject to Federal and State income tax). Earned compensation does not include overtime, per diem, differential pay, payment in kind, premium pay, or any other authorized expense allowance (except for legislative employees).

Your employee contributions stop after you earn retirement benefits equal to 100% of your average compensation. However, the employer contribution continues. This limit also affects payments for unused leave.

Since January 1, 1984, your employee contributions have been "tax sheltered" under the "pick-up" provisions of IRS Section 414(h). This means the money you contribute to LASERS is not subject to federal, or state income taxes. However, it becomes taxable under the Internal Revenue Code when LASERS pays the money to you either as a refund of contributions, a lifetime monthly benefit, lump sum payment, or disbursement from a DROP, or IBO account.

Return of contributions

At a minimum, LASERS will pay you, your survivors, your beneficiary, or your estate an amount equal to your total employee contributions. Your payment may be a retirement benefit, DROP accrual, IBO

payment, lump sum payment for leave, refund of contributions, survivor benefit or a combination of payments. Benefits paid to individuals are not subject to Louisiana state inheritance taxes. However, benefits paid to your estate are subject to Louisiana state inheritance taxes.

Service credit in more than one retirement system

If you have service credit in more than one state, parochial, or municipal retirement system in Louisiana, you may either apply for a reciprocal agreement, or a transfer of service credit. You must have at least six months of service credit system to apply for a transfer of service.

You may repay a prior refund to reestablish canceled service credit in a state, parochial, or municipal retirement system for the purpose of a transfer, or reciprocal recognition of service. To reestablish service credit, you must first pay back refunded contributions plus interest, in the public retirement system from which you withdrew. Once you repay the refund, your prior system reinstates your service credit. You may then receive that credit through either a reciprocal agreement, or an actuarial transfer.

A reciprocal agreement is the recognition of your service credit in one retirement system by another retirement system and involves no cost to you. Each system considers your established service credit in the other system when determining your eligibility for retirement, disability retirement, and survivor benefits. Each system keeps the contributions paid to it.

When you retire, each system pays you a benefit based on your service credit and earnings in that system only. You must make written application for a reciprocal agreement. Under provisions of R.S. 11:142, your survivor may apply for a reciprocal recognition of service after your death.

An actuarial transfer of service is the transfer from one system to another of your service credit, accumulated employee and employer contributions, and interest. You must: 1) pay the actuarial cost of future benefits less the amount of contributions and interest to be transferred, or 2) choose to take a reduction in service credit. The system you transfer into will pay your retirement benefit based on all service credit. There is a fee to calculate the cost of an actuarial transfer. Additional costs may also be involved.

To make the transfer, you must make written application with your current system and pay an actuarial costs. You must be an active member to transfer service credit. Your check or money order for the fee to calculate the actuarial cost of the transfer must be attached to your application.

The retirement percentage factor used by the other retirement system will be used to calculate your benefit for transferred service. At retirement, you will receive one monthly check.

Beginning January 1, 1999, a member is allowed a “one-time” option to execute a reverse actuarial transfer of service. The reverse transfer must be executed immediately prior to retirement from the receiving retirement system.

If you transfer from LASERS to a retirement system that is not a qualified plan under the Internal Revenue Code, your transfer will be treated as refunded contributions and will be subject to federal income tax. Federal taxes of 20% will be withheld at the time of the transfer, and a form 1099-R will be issued to you.

Retaining membership in LASERS

If you become employed in other public agencies where you are no longer eligible for membership in LASERS, you may keep your LASER membership under the following conditions:

1. you must have accrued at least five years service credit in LASERS; and
2. In you new position, you must be eligible for membership in the Teachers' Retirement System of Louisiana, Louisiana School Employees' Retirement System, State Police pension and Retirement Fund, or the Municipal Police Employees' Retirement System; and
3. You must notify LASERS in writing of your choice to remain in LASERS within 30 days after the effective date of your new employment; and
4. You cannot change your decision once it has been made.

Agencies occasionally transfer positions to other agencies by official actions outside employees' control. This may result in your position being covered by another retirement system. If this occurs, you may remain a LASERS participant under certain conditions (R.S. 11:417 ©). You should contact LASERS for additional information.

Refund of contributions

You may apply for a refund of your employee contributions (without interest or investment earnings) when you leave state service, even if you are eligible to retire. Transfer from one state agency to another do not qualify for refunds.

LASERS processes your written refund request only after all your contributions have been submitted by your employing agency, and you have been out of state service at least 30 days. When you accept a refund of your contributions, your membership terminates and you automatically forfeit all service credit and accrued rights in LASERS. The System does not pay interest on any amounts refunded. LASERS processes most refunds within 60 days after your date of termination.

The amount of contributions sheltered from federal income tax (amounts paid after January 1, 1984) are subject to federal taxes when refunded, unless the sheltered refund amount is rolled over into another qualified retirement plan, or an Individual Retirement Account (IRA). If not rolled over, these refunds are subject to a 20% federal withholding tax. You also may be subject to a 10% federal early withdrawal penalty if the refund takes place before age 55, unless it is made as a result of death, disability, or other exception.

Repayment of refunds

You may repay a prior refund if you return to state employment and earn at least 18-months service credit. To restore your prior service credit, you must repay the entire refund amount plus interest compounded annually from date of refund until payment is made in full.

Your refund repayment must be made in a lump sum. You may repay a refund at any time prior to date of your retirement.

Basic eligibility

To be eligible for regular retirement, you must have:

1. 30 years service credit at any age.
2. 25 years service credit at age 55,
3. 10 years service credit at age 60, or
4. 20 years service credit at any age with actuarially reduced benefit.

If you leave state service, you may qualify for a monthly benefit upon reaching minimum retirement age if you meet the following requirements:

1. Before leaving state service you obtained the minimum number of years' service credit needed to retire (vested), but you had not reached the required retirement age.
2. You left your contributions on deposit with LASERS.

This retirement benefit is not automatic. You must provide LASERS with a proper written application for retirement at least 30 days before you reach the required retirement age.

20 year retirement

You may retire with 20 years of service credit at any age. However, your retirement benefit will be reduced on an actuarial basis. The actuarial reduction is based on number of months you retire prior to regular retirement eligibility and your age. Depending on your age and years of service, the actuarial reduction may be different if you apply for 20 year retirement while you are still in state service or after you terminate employment. Contact LASERS for additional information. Members who retire early cannot participate in the Deferred Retirement Option Plan (DROP). However, they can select the Initial Benefit Option (IBO).

Special eligibility

Some LASERS members are eligible for retirement with 20 years service credit at any age without an actuarial reduction. These include: correctional officers, probation and parole officers, and security employees employed by the Department of Public Safety and Corrections before August 15, 1986.

Members in these categories must serve at least 10 years in a security capacity immediately before application for retirement.

Correctional officers, probation and parole officers, and security employees hired after August 15, 1986, are eligible for retirement with 20 years service credit at age 50. If you have service other than as a correctional officers, probation or parole officer, or security employees, only two-thirds of the other service will be counted toward meeting the 20-year service credit requirement. There are other classes of employees, such as legislators, judges, and wildlife agents, which have special retirement eligibility.

Effective date

The effective date of retirement is the date the application is filed with LASERS, or the day after you leave state service, which is later.

Retirement estimates

LASERS computes estimates of benefits upon written request only. Using the retirement date you provide, LASERS calculates benefits payable for each option in effect at your specified retirement date. Benefit estimates are based on projected service credit. Unused annual and

sick leave calculations are included only if requested in writing. We urge you to have a retirement estimate computed by LASERS before applying for estimate computed by LASERS before applying for retirement.

Application

You must apply for retirement in writing. Termination of state service does not automatically constitute application for retirement. You can obtain a retirement application from your agency's human resources office.

You must select a retirement option at the time of application. The option you select cannot be changed after the effective date of retirement, except in some limited circumstances.

LASERS considers your application officially filed when receive at our office. Retirement benefits become effective the day after you terminate state service, or the day LASERS receives your application, whichever date is later. We recommend you submit your completed retirement application at least 30 days before your last official day of work (termination date). Members cannot cancel an application for retirement on or after the effective date.

Lump sum payment for unused leave

At retirement, you may either convert eligible unused sick and annual leave to retirement credit, or be paid the actuarial value (not the hourly salary rate) in a lump sum. Lump sum payments are subject to federal income tax and are eligible for rollover to an IRA or other a qualified retirement plan.

Lump sum payments are calculated by using the value of leave when converted to retirement credit, then multiplying by an appropriate reserve factor. The reserve factor, supplied by LASERS' actuary, is based on age at retirement. Only leave convertible to retirement credit is eligible for lump sum payment. Leave which would take you beyond 100% of your final average compensation is not eligible for conversion, or lump sum payment.

The following example shows how lump sum payments are calculated:

A member age 57 years, 5 months, with 27 years service and \$22,000 in final average compensation wishes to retire and receive a lump sum payment for 225 days of convertible sick leave. Converted leave is equal to .90 of one year of service credit.

Leave converted to retirement credit:

$$\begin{aligned} \text{Final average compensation} \times \text{Retirement accrual rate} \times \text{Service} &= \$22,000 \times 2.5\% \times .90 \\ &= 495 \text{ annually or } \$41.25 \text{ monthly.} \end{aligned}$$

Lump sum payments are calculated by multiplying additional annual benefit x actuarial reserve factor for member's age at time of retirement. The reserve factor is your expected life-span at retirement. In this example, the factor is 10.08535

Additional annual benefit x Reserve factor = Lump sum payment: $\$495 \times 10.08535 = \$4,992.25$ lump sum payment.

Lump sum payments are usually paid on retiree's third monthly check from LASERS. Payment cannot be made until all final earnings statements and leave balances are received from your agency and processed by LASERS. You must cease employment with the State of Louisiana for at least 30 consecutive days to receive a lump sum payment.

Benefit formula

LASERS benefit formula is designed so you receive a maximum retirement benefit equal to 2.5% of your final average compensation for every year of creditable service. An additional \$300 is applied if you joined LASER before July 1, 1986. Benefits may not exceed 100% of your final average compensation at 40 years of membership service credit.

Creditable service

For purpose of computing your retirement benefit, creditable service includes years of service credit, credit for unused sick and annual leave, and any service credit you purchased. In computing your retirement

benefit, LASERS takes into account any fractional period of service and calculates a proportionate benefit amount. If the total years of service, unused leave, and other purchased service totals greater than 100%, any excess unused leave cannot be converted to retirement credit or paid as a lump sum payment.

Final average compensation

Final average compensation is your average annual earned compensation received during your 36 highest months of successive employment, or the highest joined months of employment if service was interrupted. Average for part-time service are based on pay that would have been received if employment had been full-time.

Sample Calculation for Maximum retirement benefit (assuming you were employed before July 1, 1986):

1. You retire at age 55 with 25 years of creditable service and a final average compensation of \$20,000:

$$\begin{aligned} &\text{Final average compensation} \times \text{retirement accrual rate} \times \text{service} + \$300 \\ &= \$20,000 \times 2.5\% \times 25 + \$300 \\ &= \$12,800 \text{ annual benefit or } \$1,066.67 \end{aligned}$$

2. You retire at age 60 with 10.5 years of creditable service and a final average compensation of \$12,500:

$$\begin{aligned} &\text{Final average compensation} \times \text{retirement accrual rate} \times \text{service} + \$300 = \$12,500 \times 2.5\% \times \\ &10.5 + 300 = \$3,581.25 \text{ annual benefit or } \$298.44 \text{ monthly.} \end{aligned}$$

When determining final average compensation, state law (R.S. 11:231 [B]) limits the percentage of salary increase used during the 36-month calculation period. The annual salary increase is limited to 25% per year for the 36-month period used to calculate final average compensation.

Federal benefit limitations

Members who were first employed on or after January 1, 1990 are subject to limits on retirement benefits payable by a qualified retirement system. Louisiana Revised Statute R.S. 11:444 B was enacted to take advantage of the provisions of IRC section 415(b)(1). This code provision enabled LASERS to exempt members who joined the system before January 1, 1990, from the Section 415 limits.

The Small Business Job Protection Act of 1996 permits LASERS to revoke the grandfather provision (R.S. 11:446B). This revocation must take place before plan years beginning in the year of 2000. If LASERS chooses to revoke this grandfather provision, then all members will be subject to the IRC Section 415 governmental limits.

If LASERS does not revoke this grandfather provision, then members employed prior to January 1, 1990, will have no limits to the benefits they can receive, but members employed after January 1, 1990, will not be able to receive benefits in excess of the Section 415 limits.

LASERS intends to create an excess benefit plan, under either option, to provide benefits earned by members in excess of applicable Section 415 limits. The excess benefit plan is still under review. Members will be notified at a later date how this plan will be implemented.

Retirement Benefits

LASERS retirement benefits are payable for your lifetime. The retirement formula (2.5% x number of years of service x average compensation plus \$300 if you were employed before July 1, 1986) provided the maximum benefit. You may choose an option that provides a benefit amount less than the maximum benefit and provides a monthly benefit to a named beneficiary at the time of your death.

Federal income tax is payable on the amount of retirement benefits you receive. You may recover a portion of the unsheltered contributions each year according to provisions of the Internal Revenue Code. Unsheltered contributions are the amount of employee contributions paid into LASERS before January 1, 1984. This amount includes employee contributions made for purchases of additional service credit or repayment of refunds when the payment is not a product of a rollover.

LASERS calculates the unsheltered, nontaxable portion using the safe-harbor method established by the Internal Revenue Code. LASERS reports that amount on the form 1099-R sent to you each year. Retirement benefits are not subject to Louisiana individual income tax. However, you must file annually a Louisiana state income tax return to claim the exemption.

You may deduct the following from your monthly LASERS benefit payment:

- Premiums for State Group Benefits (including HMO members);
- certain other insurance premiums;
- savings deposits or loan payments with state credit unions, and
- Retired State Employees' Association (RSEA) dues.

You must authorize the deduction in writing, and you can change it at any time by contacting the appropriate organization who will, in turn, contact LASERS.

Note: You must initiate these deductions through the insurance company, credit union or RSEA.

Option I

Option I is a reduction from the maximum benefit, but guarantees a return of the member's contribution over the member's expected lifetime. Upon the retiree's death, a lump sum payment of the unused employee contributions is made to named beneficiary. Usually, it takes 10 to 12 years to get all your money back under this option. Option I does not provide a monthly benefit to your beneficiary. Under Option I, you may change beneficiaries after retirement.

Option II

Option II pays a reduced monthly benefit for your lifetime, and your beneficiary receives a lifetime benefit of the same monthly amount after your death. The benefit reduction is based on the ages of both you and your beneficiary at time of retirement. Under Option II, you cannot change your beneficiary after retirement.

Option III

Option III pays a reduced monthly benefit for your lifetime and a monthly benefit to your beneficiary for life. The benefit reduction is based on the ages of both you and your beneficiary at time of retirement. However, the retiree's benefit reduction is less than under Option II. Your beneficiary will receive 50% of your monthly benefit after your death. Under Option III, you cannot change your beneficiary after retirement.

Option IV-A

Option IV-A pays you 90% of the Maximum Plan benefit. Your spouse receives 55% of the Maximum Plan after your death. Under Option IV-A, you must name your spouse as beneficiary,

and you must have been married at least two years before retirement. Under Option IV-A, you cannot change your beneficiary after retirement. This option is not available for disability retirement.

Option IV-B

Option IV-B pays a reduced monthly benefit to you based on ages of (and difference between) both you and your beneficiary at retirement. Your beneficiary gets 55% of your benefit after your death. With your spouse's written approval, your beneficiary can be any person you designate. Under Option IV-B you cannot change your beneficiary after retirement.

Change in option

With only two exceptions, you cannot change your retirement option after the effective date of your retirement. These exceptions are: 1) divorce after retirement, and 2) death of a beneficiary.

The exceptions are described below:

1. Divorce after retirement

Louisiana Revised Statute 11:446(E) allows persons who retire under an optional benefit and who later divorce to change their benefit to an actuarial reduced maximum benefit. In order to change the retirement option, the spouse must irrevocably relinquish the survivorship rights in writing under the option originally selected.

2. Death of beneficiary

You can increase your retirement benefit to the Maximum Plan if your beneficiary dies before you. It is your responsibility to notify LASERS in writing of your beneficiary's death and request the increase in payments. You must submit a copy of your beneficiary's death certificate to LASERS. The benefit adjustment begins on the first day of the month following official notification. Adjustments are not retroactive.

Renunciation of benefits

A retiree or beneficiary may renounce in writing any part, or all of the retirement benefits that are due them. The decision to renounce the benefits is irrevocable (R.S. 11:452).

Spouse approval

Your spouse must consent in writing for you to name someone else as your retirement option

beneficiary and for your DROP, or Initial Benefit Option Account beneficiary. If you are divorced or legally separated, no spousal approval is required. LASERS must receive a certified copy of the judgment of Divorce or Separation.

If the spouse is legally incompetent to give consent, their guardian may file it for them, even if the guardian is a LASERS member. In that case, LASERS requires a certified copy of the court order appointing the guardian. If your spouse legally abandons you, LASERS has a procedure to allow you to select the option or beneficiary you desire. Spousal approval is also required for lump sum withdrawals from your DROP or Initial Benefit Option Account.

Division of benefit with former spouse

LASERS retirement benefits are considered community property and are subject to being divided with your former spouse. LASERS will not issue a separate check to your former spouse unless a certified copy of a properly structured court order has been provided to the System.

Direct Deposit of Monthly Benefits

LASERS offers automatic direct deposit of monthly retirement benefits to your checking or savings account at any financial institution that is a member of the Automated Clearing House System. LASERS guarantees direct deposit funds to be available on the first business day of each month. Benefit checks for retirees not using direct deposit are mailed the last business day of the preceding month and are payable on the first of each month.

DISABILITY RETIREMENT

You may be entitled to disability retirement benefits if you have accumulated at least 10 years service credit and become totally incapable of performing normal duties and your incapacity is likely to be permanent.

To be eligible for benefits, you must:

1. file your written application while in state service;
2. be certified as disabled by a physician on the State Medical Disability Board, and
3. have the disability occur while you were an active member of LASERS.

If you do not file your written application while in state service, you must present clear and convincing evidence that the disability was incurred while you were in active service.

Members who are eligible for regular retirement are not eligible to apply for disability benefits.

You may also apply for disability benefits after leaving state service if you have 20 years service credit, have withdrawn from active service before age of regular retirement eligibility, did not receive a refund of contributions, or are retired.

Application

You must file a written application with LASERS including a statement from your personal physician certifying your disability. You may apply through your agency human resource office. A third-party administrator firm handles the disability application process for LASERS. There are three forms to be completed: Disability Application - BER3 (2 pages); Attending Physician's statement - BER3A; and Disability Report - BER3B. All three forms must be sent directly to the third party administrator's address at the top of the form.

Certification

A physician on the State Medical Disability Board will examine you at LASERS' expense. The examining physician will determine if you are totally unable to perform the normal duties of your job, and the disability is likely to be permanent.

Right to appeal

If you want to challenge the Board physician's determination, you must file a written appeal within 30 days of the determination. A second examination will be performed by a State medical Disability Board physician. Members must pay costs of the second examination. If the second physician concurs with the original findings, any further appeal must be made through state court. If the second examining physician disagrees with findings of the first physician, a third board physician is selected to give his opinion. The majority opinion of the three examining physicians shall be final and any further appeal must be made through state court.

Effective date

Disability retirement takes effect on one of the following dates, whichever is later:

1. application filing date, or
2. day after exhausting all your sick or annual leave or
3. day after you terminate active state service.

Disability benefit

You can receive a maximum disability retirement benefit equal to LASERS regular retirement formula without an age reduction. You also may choose an optional plan as provided for regular retirees, except Option IV-A.

Disability retirees are limited in the amount they can earn from gainful employment. Earnings from other employment are limited to the difference between final average compensation, adjusted for inflation, and the disability benefit. You are required to submit a notarized annual earnings statement by May 1 each year. These earnings statements must detail income earned from employment in the previous tax year. LASERS will suspend your disability benefit if this statement is not received within the time limit.

Certification of continuing disability

State law requires you to periodically provide LA State law with certifications of continuing disability until you attain normal retirement age. The third-party administrator coordinates the continued certification of disability benefits. Your disability retirement benefits will cease if you are not timely certified as being continuously disabled. Failure to comply with certification requirements will result in termination of disability benefits. Cost of medical reexamination is paid by retirees.

Upon meeting the requirements for regular retirement, the member is removed from disability retirement and placed on regular retirement.

Returning to active service

LASERS will discontinue your disability benefits if you are under 60 years-of-age and are restored to active state service. You again will become a contributing member of LASERS, and all previous service credit will be restored. The period of disability will be counted as credited service if you contribute for at least three more years, but only to establish regular retirement eligibility and not to compute benefits. LASERS will restore prior service, and you will be credited with all your service upon subsequent retirement.

Calculation of service credit after January 1, 1973

Calculation of credit for service performed after January 1, 1973, is based on the ratio of actual compensation earned during the calendar year to potential full-time base pay for the entire calendar year. LASERS rounds off any fraction to the next highest tenth-of-a year, not to exceed 100% per year

Calculation of service credit before January 1, 1973

Credit for full-time service performed before January 1, 1973, is calculated on the total service

carried out within each fiscal year as follows:

15-89 days	=	0.25 year
90-179 days	=	0.50 year
180-269 days	=	0.75 year
270 or more	=	1.00 year

you can not receive more than one year service credit during any fiscal year.

Part-time service

Part-time service performed before January 1, 1973, is calculated on the ratio of actual fiscal year earnings to potential full-time earnings for the fiscal year. LASERS makes these calculations as follows:

Less than 25%	=	no credit
25% but less than 50%	=	0.25 year
50% but less than 75%	=	0.50 year
75% but less than 100%	=	0.75 year

A part-time employee is now defined as an employee who receives less than 80% of a year's retirement credit within a calendar year. If an employee works part-time for at least 11 months, this counts as a full year of retirement credit when determining eligibility for retirement, disability retirement, and survivor benefits. Membership for part-time employees is limited to individual situations. (See page 7, "excluded employees".)

Service at Louisiana State University

Louisiana State University (LSU) employees with service credit in its funded or unfunded systems are subject to provisions of Act 643 to 1978. LASERS uses accumulated service credit from LSU before January 1, 1979, to determine eligibility or compute benefits, depending on each situation. If a member has sufficient service credit for eligibility, he may purchase the benefit computation amount under LASERS formula by paying the actuarial costs. LSU service in the funded system from July 1, 1971, to December 31, 1978, is used for both eligibility and calculation purposes based on the LSU funded formula.

LASERS calculated a retirement benefit based on the particular LSU formula in effect when service was performed. The LSU benefit is added to the benefit earned in LASERS. LSU service credit is not reflected on your annual member's account statement. Upon your written request, LASERS will provide certification of service.

Leave without pay

LASERS does not allow service credit for any period while you are on leave without pay, unless you are collecting worker's compensation, or you are on educational leave, or training.

Sick and annual leave

Annual leave for which you are paid by your agency when terminating state service (usually up to 300 hours) cannot be converted to retirement credit. However, the remaining unused sick and annual leave certified by your agency upon retirement will be credited to you on the following basis:

01- 26 days=0.10 yr	131-156 days = 0.60 yr
27- 52 days=0.20 yr	157-182 days = 0.70 yr
53- 78 days=0.30 yr	183-208 days = 0.80 yr
79-104 days=0.40 yr	209-234 days = 0.90 yr
105-130 days=0.50 yr	235-260 days = 1.00 yr

You cannot convert unused sick and annual leave to retirement credit when the conversion causes you to exceed 100% of your final average compensation. You cannot use sick and annual leave to qualify for retirement, or any other benefits payable by LASERS. LASERS

can convert unused leave to service credit only if you are eligible for retirement at time of termination. The formula for calculating the retirement benefit for eligible unused leave is:

Final average compensation x Retirement accrual rate x Service credit

The following example shows how this formula is used:

A 50-year-old member with 30 years service and \$27,000 in final average compensation wishes to retire and receive retirement credit for 144 days of convertible sick and annual leave. The member's sick and annual leave is equal to .60 year service credit.

Final average compensation x Retirement accrual rate x Service credit = \$27,000 x 2.5% x .60 = \$405 annually or \$33.75 monthly

State law (R.S. 11:424) allows you at retirement either to convert eligible unused leave to retirement credit, or to be paid the actuarial value (not the hourly salary rate) in a lump sum.

Only leave convertible to retirement credit is eligible for lump sum payment. Elected officials and officials appointed by the governor, whose appointments must be confirmed by the Louisiana Senate, are not allowed to convert unused leave to retirement credit, or receive lump sum payment for leave.

Military Service

Members may purchase up to 4 years of military service. You cannot use military service credit to establish eligibility for retirement of **20 years or less**, disability retirement, or survivor benefits. Purchased military credit can be used for 25-year and 30-year retirement eligibility. LASERS included this credit when calculating your retirement benefit.

Workers' compensation

LASERS will use any time period after September 1, 1989, during which you collected workers' compensation benefits, were employed in state service, and did not receive normal service credit, to determine eligibility for retirement, disability retirement, and survivor benefits. LASERS does not use this service credit when computing your retirement benefit.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) of 1993 provides for certain benefits during a qualified leave. However, it does not entitle employees to "the accrual of seniority or employment benefits during any period of leave." While you are on unpaid FMLA leave, you retain your LASERS membership. However, you cannot accrue creditable service.

DEFERRED RETIREMENT
OPTION PLAN
(DROP)

The DROP Program

You should consider all aspects of DROP before choosing this retirement option, because you may find there are both advantages and disadvantages.

DROP is an optional method of retiring from LASERS. DROP is not an additional retirement benefit. When you enter DROP, your status in LASERS changes from active member to retiree, even though you continue working at your regular job. When you participate in DROP, you give up rights to survivor benefits provided for active members (except judges).

You can participate in DROP for up to thirty-six (36) months. During your DROP participation, you accumulate money in an individual account based on the amount you would have received as a monthly retirement benefit. You also continue to earn your regular salary. You can withdraw the money from your DROP account after you terminate state employment-either as a lump sum or a series of payments spread over time. Eligibility for DROP participation and other provisions were changed in the 1995 state legislative session. The new law applies to all members who are first eligible for regular retirement on or after January 1, 1996.

Application

DROP application forms are available at your agency's human resources office. To ensure timely processing, you should apply in writing for DROP at least 30 days before the effective date of your participation. Your application is officially filed with LASERS when received in our office.

You may cancel your DROP application at any time before the effective date occurs. You cannot change your decision to participate in DROP after the effective date.

DROP Eligibility

Most state employees must be eligible for regular retirement under R.S. 11:441 before participating in DROP. Regular members must meet one of the following three requirements:

- 30 years service at any age,
- 25 years service at age 55, or
- 10 years service at age 60.

Some members have special eligibility provisions allowing them to retire with less service credit, or a younger age than regular members. Those members must meet special eligibility

requirements to participate in DROP. These members include judges and court officers; legislators; enforcement agents employed by the Department of Wildlife and fisheries; correctional officers, security Employees, and probation and parole officers employed by the Department of Public Safety and Corrections; and Crescent City Connection Bridge Police employees hired after July 1, 1997.

DROP participation was changed effective January 1, 1996. Changes will be noted in each section, as appropriate, with the plan in effect on December 31, 1995, designated as “OLD-DROP” and the plan in effect on January 1, 1996, as “New-DROP.”

Old-DROP

Members who were eligible to retire on or before December 31, 1995, may join DROP under the provisions in effect on December 31, 1995. They may enter DROP at any time prior to retirement. These members may also elect to join New-DROP that became effective January 1, 1996.

New-DROP

Members who first become eligible to retire after December 31, 1995, will be eligible for New-DROP under provisions effective beginning January 1, 1996. Members should contact LASERS at least 3 months prior to retirement eligibility if you are interested in participating in New-DROP. This will allow sufficient time to determine the exact date your window of eligibility begins.

Special considerations

1. Early retirement eligibility

Members who elect a “20 year at any age” retirement are not eligible to participate in DROP.

2. Leave conversion

Unused sick and annual leave cannot be used to establish eligibility for DROP participation. LASERS cannot convert this leave to retirement credit until all state employment ends. Leave accumulated

during DROP and additional employment after the DROP participation period will be converted to service credit.

Louisiana Revised Statute 11:424 allows you to either convert eligible unused leave to retirement credit or to be paid the actuarial value (not the hourly salary rate) of leave in a lump sum. Your lump sum payment is based on your age at termination of employment, the amount of unused leave, and final average compensation. Only leave that can be converted to retirement credit is eligible for lump sum payment.

Elected officials and officials appointed by the governor, whose appointments must be confirmed by the Louisiana State Senate, cannot convert unused leave to retirement credit or receive lump sum payment for leave.

3. Reciprocals, transfers, purchases of credit, repayment of refunded contributions

You may participate in DROP if you have service credit with another retirement system recognized by LASERS under R.S.11:142. Your combined service credit must meet the basic criteria listed above.

LASERS also accepts purchased service credit and qualified military service in establishing DROP eligibility. You cannot transfer or purchase service credit once you begin DROP. You cannot repay a previous refund of contributions after beginning DROP.

4. Initial Benefit Option

Members who elect to participate in DROP cannot elect the Initial Benefit Option-IBO.

Election to participate

1. Time Period

You may participate in DROP only one and for no more than thirty-six (36) months. You must specify the exact length of participation on your application. Once effective, your decision to enter the programs is final.

a. Old-DROP

You may participate in Old-DROP at any time after becoming eligible for regular retirement. You must designate your period of participation, not to exceed thirty-six (36) months. Participants may elect to end Old-DROP prior to the specified ending date without terminating employment.

b. New-DROP

Members must enter or participate within a “window” of time. If you do not enter New-DROP within the Window, you lose your rights to participate in New-DROP. The “window” begins on your earliest eligibility date for regular retirement and continues for three years and sixty days from that date.

A member may enter New-DROP on the date you are first eligible for retirement. You do not have to wait 60 days to start. However, you can only participate in New-DROP for a maximum of three years and sixty days.

If a member waits to enter New-DROP on the date you are first eligibility begins, the length of time you can participate in New-DROP is reduced. For example, if you enter New-DROP one year after first becoming eligible, you can stay in New-DROP for 2 years and 60 days.

Participants cannot end New-DROP prior to the stated ending date unless terminating employment. The stated participation period cannot be extended.

Participants may elect to continue working after New-DROP participation. Calculation of the retirement benefit will be the same as in Old-DROP. DROP participation ends if you leave state employment before the end of the DROP period.

2. Retirement options and DROP beneficiaries

You must select your retirement option and name both your retirement beneficiary and DROP beneficiary when you join the program. Your retirement beneficiary and DROP beneficiary do not have to be the same person. You must obtain your spouse’s consent to name someone else as your beneficiary for your DROP account or receive a lump sum payment from that account. Although you cannot change your retirement option or your retirement beneficiary for regular retirement, you may change your DROP account beneficiary at any time by notifying LASERS in writing.

3. DROP benefits

LASERS calculates your DROP benefit by using rules established in R.S. 11:231 (36 highest successive months of earnings) and R.S. 11:444 (computation of retirement benefit). Your benefit calculated when you enter DROP will remain the same at retirement, even if you receive salary increases during DROP participation. Supplemental benefits for unused leave and additional service after DROP participation will be added to your DROP benefit when you terminate.

DROP Status during participation

1. LASERS

Membership in LASERS ends when DROP participation begins, because you are placed in retired status. No employee contributions will be deducted from your paycheck.

2. Employer

Employee and employer contributions are not paid during DROP participation. DROP participants cannot contribute to Social Security while employed by the state.

While participating in DROP, you have all rights and responsibilities of other employees- except with respect to retirement. You will be eligible for promotions and salary adjustments. You may transfer to another state agency as long as there is no break in service. You will continue to earn leave as established for your position.

Employment after DROP

You may choose to continue working when DROP participation ends; however, you remain in retired status for retirement system purposes. Monthly additions to your DROP account stop and your account begins to earn interest. You cannot withdraw money from your DROP account until 30 days after all state employment terminates.

Both employer and employee again pay contributions into LASERS based on your current earnings. Leave accumulated during this time will be converted to retirement credit when all state employment ends. LASERS will calculate your final retirement benefit to include a supplemental benefit for the service credit and unused leave earned during this additional service.

If employment after DROP participation lasts less than 36 months, LASERS will calculate your supplemental benefit using final average compensation established when DROP participation began. If there are more than 36 months of additional service, LASERS will calculate a new final average compensation for the additional service only.

Your retirement option selected when DROP participation began will be used to calculate the supplemental benefit. You cannot change your original selected retirement option.

When employment ends

You will begin receiving a monthly retirement benefit after all state employment ends. This benefit will include adjustments for additional service credit earned after DROP participation and conversion of eligible unused sick and annual leave.

All employment earnings after DROP must be reported by your agency before a supplemental benefit for additional service can be calculated. LASERS issues your first retirement check only after this process is completed.

Death after DROP begins

You are in retired status once you enter DROP. Since survivor benefits are payable only to survivors of active members, survivor benefits are not payable to survivors of DROP participants. If you die while in DROP, LASERS will pay benefits only to your name retirement beneficiary according to the retirement option you selected.

Judges and court officers who participate in DROP retain their rights to survivors benefits for minor, handicapped, or mentally retarded children if the judge or court officer dies after joining DROP but before termination of employment.

If death occurs while you are in state service, LASERS will convert your unused sick and annual leave to retirement credit and your benefit will be adjusted as if you terminated state employment immediately before death. Survivors of participants who are governed by special survivor

provisions (judges and wildlife agents) will be paid according to those provisions.

Your DROP account balance will be payable to your designated DROP beneficiary, or according to state laws governing inheritance and estate matters.

Benefit payable upon termination of service

Once you leave state service, LASERS calculates your retirement benefit based on the retirement option you selected when entering DROP. Your retirement benefit is the sum of the following factors:

1. Your DROP benefit.

PLUS

2. A supplemental benefit for additional service after DROP, if applicable.

If additional service was less than 36 months, the supplemental benefit is computed using final average compensation established at beginning of DROP participation. If additional service after DROP is more than 36 months, the supplemental benefit is computed using 36 highest successive earning months during additional service.

PLUS

3. A supplemental benefit for unused sick and annual leave based on balances at time of termination..

Supplemental benefit for leave is calculated using the same final average compensation as the additional service (see above).

Cost-of-living adjustments

Participants in DROP are not eligible for cost-of-living adjustments granted to retirees during participation period or during period of continued employment after DROP.

The DROP account

Nature of the account

Withdrawals must begin on April 1 of: 1) the year after you retire, or 2) the year after you reach age 70 ½, whichever date is later.

Failure to make the required withdrawals will subject the retiree to a federal excise tax of 50% of the difference between the required payment and the actual payments made during the year. LASERS recommends that retirees consult a qualified tax advisor before making any decision about withdrawing funds.

On a monthly basis, LASERS will add your DROP benefit to your special DROP account. Your DROP account will not be subject to fees, costs, or expenses. You cannot withdraw money from your DROP account until state service ends. Your DROP account is exempt from levies, garnishments, or attachments and is unassignable.

Interest

DROP accounts **do not earn interest** during the DROP participation period. DROP accounts accrue interest only after DROP participation ends and if you do not withdraw your funds in a lump sum.

DROP account interest rate is equal to LASERS' actuarial rate of return on investments for prior fiscal year minus 0.5%. This interest rate changes from year to year and is based on investment earnings. For example, if LASERS' actuarial rate of return was 8.0%, then interest rate for DROP accounts would be 7.5%.

Interest will be credited to your DROP account each month based on your month-end account balance.

Federal income tax

DROP account funds, including interest, are subject to federal income tax upon withdrawal. Your Form 1099-R (federal tax) for your retirement benefits will include any DROP withdrawals.

DROP account withdrawals

You must select, in writing, the method for withdrawing funds from your DROP account when your state service terminates. DROP account funds may be paid to you monthly, yearly, in a lump sum, or rolled over to an IRA or other qualified pension plan.

The money in your DROP account must be withdrawn within your expected lifetime in accordance with IRS rules.

You must cease employment with the State of Louisiana for at least 30 consecutive days to begin with withdrawals from your DROP account.

DROP annual statements

LASERS will mail an annual DROP account statement to your home address once the interest rate for the fiscal year is established. Your account statement will include monthly DROP benefits, interest, withdrawals, and balances.

Community property

The DROP account is subject to Louisiana's community property laws. In case of divorce, death, or marriage, DROP account funds will be administered according to applicable state and federal laws.

SURVIVOR BENEFITS

Survivor benefits are payable under certain conditions to your spouse, minor children, and totally disabled or mentally handicapped children, if your death occurs while in active service or you accrue 20 years service credit. Benefits become effective the day after your death. LASERS may require survivors to provide proof annually or at other times that they are still legally entitled to survivor benefits. Survivor benefits are not subject to Louisiana inheritance taxes. Survivor benefits are not payable to survivors of participants in the DROP program (except judges).

Survivor benefits cannot exceed 75% of member's final average compensation. If there is a benefit for a surviving spouse and qualified surviving children, the surviving spouse receives one-third of the total benefit payable, and children received two-thirds of the total benefit. If there is more than one surviving child, the children's portion is divided equally among all children.

Definitions

A minor child means an unmarried child less than 18 years of age or an unmarried student less than 23 years of age. The child must be either issue of a marriage, natural child of a female member, child of a male member acknowledged under Civil Code Articles 203 or 209, or a legally adopted child. A student means a person enrolled on a full-time basis in a high school, vocational-technical school, college, or university. Students must attend at least 80% of enrolled classes to remain eligible for benefits.

Surviving minor children

LASERS will pay your surviving minor children **75%** of your average monthly compensation, or \$300 per month, whichever is greater, if:

1. You were in state service at time of death and accumulated at least five years service credit, at least two years of which were earned immediately prior to death; or
2. You accumulated 20 or more years service credit, whether or not you were in state service at time of death.

Benefits for minors under age 18 are paid in care of their legal guardian. If the surviving spouse is entitled to a benefit, one-third of the benefit will be assigned to your spouse, and two-thirds will be designated to minor children. Minor children over age 18, if still eligible, will be paid directly.

Physically disabled or mentally handicapped children

With the required service credit, your surviving totally physically disabled or mentally handicapped children are eligible for a benefit not to exceed **75%** of your average monthly compensation, or \$300, whichever is greater. This benefit is payable, regardless of the child's age, if the child is incapacitated at time of your death. The child also must be dependent on your surviving spouse, or other legal guardian and not be receiving assistance from other state agencies. The benefit amount will be reduced if other state assistance is received. This benefit is payable to the child for life.

Surviving spouse

A surviving spouse without minor children will receive **50%** of your average monthly compensation or \$200 per month, whichever is greater, if:

1. You accumulated at least 10 years service credit, two years earned immediately prior to death, and you are in state service at time of death; or
2. You accumulated at least 20 years service credit, whether or not you are in state service at time of death; and
3. You and your surviving spouse were married for at least one year before your death.

This is a lifetime benefit, regardless whether your spouse remarries, or has other income.

Surviving spouse-Department of Corrections

Surviving spouse of a correctional officer, probation and parole officer, or security officer who is killed in line of duty, while serving in his official capacity, shall receive a benefit as provided by law. There is no time requirement for length of service, or marriage.

Alternate distribution of benefits for surviving spouse without minor children

You may provide in advance for alternate distribution of benefits for your surviving spouse without minor children under the following circumstances:

1. You must have adult children of a prior marriage; and
2. There must be no minor children from either present marriage or prior marriage or prior marriage; and
3. You must have previously instructed in writing that LASERS make the alternate distribution.

If the above conditions are met and there is a benefit due your surviving spouse, you may direct, in writing, the benefit be split between your spouse and adult children of your prior marriage.

The split is proportional, with your surviving spouse receiving a share based on the ratio of the length of your current marriage while in state service to your total state service. For example, if you were in state service 18 years and were married to your current spouse six years, the ratio would be six-eighteenth ($\frac{6}{18}$)- or one-third ($\frac{1}{3}$) of the benefit and the adult children of your prior marriage would share two-thirds ($\frac{2}{3}$) of the benefit. The benefit is payable to the children and surviving spouse only for lifetime of your surviving spouse.

Trust for minor children

When there is no surviving spouse, or when surviving spouse does not have legal custody, the benefit due surviving minor children may be paid to a trust created under Louisiana law for the benefit of each child.

Benefits payable to more than one person

Whenever benefits are payable to more than one person due to divorce, or remarriage, the benefit will be split and issued under each recipient's Social Security number. LASERS divides the benefit among survivors, based on their relationship to you. The maximum benefit payable to all survivors is 75% of your average compensation, if there are surviving children; or 50% to your surviving spouse, if there are no surviving children.

Lump Sum Payment to a beneficiary

If you have fewer than five years service credit-or have no surviving spouse or minor children-your survivors are not entitled to monthly benefits. In this case, your last named beneficiary, or estate will

receive a lump sum payment of your total employee contributions. Your beneficiary can be anyone you choose, and you can name more than one beneficiary.

Money received by a beneficiary is not subject to Louisiana state inheritance taxes. However, if money becomes part of your estate, it then becomes subject to Louisiana state inheritance taxes.

REEMPLOYED RETIREES

LASERS retirees who are employed by state agencies in positions eligible for membership may regain membership/service credit. As of July 1, 1995, all LASERS retirees hired by an agency must comply with R.S. 11:416 - described below.

Retirees who return to state service must select one of the options below when they are rehired. The selection is irrevocable and is effective on a fiscal year basis. Retirees and their

appointing authorities for the hiring agency must notify LASERS immediately in writing when retirees are hired. A complete "Reemployment of Retiree" form (BER37) must be sent to LASERS for each rehired retiree. If the report is not submitted, retirees will be treated as selecting Option 3 and both the employer and employee shall be responsible for retirement contributions from date of employment to date of termination.

Option 1

Retirees may elect to limit earnings in any fiscal year to 50% of their annual retirement benefit for such fiscal year. Retirees cannot select this option if estimated earnings for fiscal year will exceed the earnings limit. If actual earnings exceed the limit, then retirement benefits will be reduced by the amount earnings exceed the limit. When computing retirees' earnings limitation, an annual cost of living adjustment is made based on consumer price index (CPI) for preceding year. **Retirees are responsible for monitoring this earnings limitation.**

Option 2

Retirees may regain membership in LASERS by repaying all retirement benefits received plus interest at the actuarial rate. This option allows retirees to restore all service credit and return to active member status as if they had not retired. If retirees participated in the DROP program, they cannot elect this option.

Option 3

Retirees may suspend their retirement benefits effective on reemployment date and become contributing members of LASERS based on their current employment. Employee and employer contributions must be paid and there is no limit on earnings. Upon subsequent retirement, the suspended retirement benefit will be restored. In addition, if retirees work at least 36 months, a supplemental benefit will be calculated for additional employment based on service credit and average compensation for that time. If retirees work less than 36 months, employee contributions will be refunded. If retirees should die during this period of

employment, benefits to named beneficiary will be paid based on option selected at original retirement. Retirees cannot purchase prior service credit or participate in DROP while reemployed.

TRLS Membership and Retirement Eligibility

What is TRSL?

The Teachers' Retirement System of Louisiana (TRSL) is a self-funded state agency established on August 1, 1936, to provide retirement benefits for its members.

TRSL Members contribute a percentage of their salary to the System. Employers of TRSL

members also contribute a percentage of their employees' salary to the System. TRSL also earns substantial income from the investment of System funds. As of June 30, 1998, TRSL's investment portfolio was valued at more than \$10.25 billion.

Since TRSL provides a defined benefit retirement plan for its members, the benefit they receive is not determined by the amount of contributions they make to the System. The benefit is determined by age, years of service, and highest average salary.

TRSL benefits are guaranteed for life by the Constitution of the State of Louisiana. TRSL is the largest public retirement system in Louisiana serving more than 94,000 active and inactive members and providing benefits to more than 44,000 retirees, survivors and beneficiaries.

TRSL is governed by a Board of Trustees which has 12 elected members: one representative for employees paid with school food service funds, one representative for employees of state colleges and universities, and one representative employed as a parish or city superintendent of schools.

The Board also includes four ex officio members: the State Superintendent of Education, the State Treasurer, and the chairmen of the Retirement Committees of the House of Representatives and the Senate.

Since 1936, several other retirement systems have been merged with TRSL: the Orleans Parish Teachers' Retirement System, on July 1, 1971; the Louisiana State University Retirement System, on January 1, 1979; and the Louisiana School Lunch Employees' Retirement System, on July 1, 1983.

Laws pertaining to TRSL are included in Louisiana Revised Statutes, Title 11, Sections 1-400, 701-999.

Membership eligibility

In general, full-time employees of parish school boards, except for bus drivers and maintenance employees, are required to become TRSL members. In addition, full-time, unclassified public college, university, and technical college employees hired after July 1, 1991, must become TRSL members.

TRSL members belong to one of three retirement plans: Regular, Plan A or Plan B. Each one has slight differences in retirement eligibility requirements.

Regular Plan members make up the majority of TRSL membership and include those employed in any of the classifications defined as a “Teacher” by law for whom enrollment and who meet the eligibility requirements.

Regular plan members contribute 8 percent of the salary.

Plan A members include those who were members of the School Lunch Employees’ Retirement System on July 1, 1983, when that system merged with TRSL and who did not later refund their contributions. Plan A members continue with the same eligibility requirements as before the merger and are members of Plan A as long as they are employed as a school food service worker in one of the 46 parishes who contribute to TRSL’s Plan A (all parishes except those in Plan B, below). A Plan A member who changes employment and is still eligible for TRSL membership, must become a member of the Regular Plan.

Plan A members contribute 9.1 percent of their salary to TRSL.

Plan B members include school food service employees in the parishes of Allen, Assumption, Avoylles, Cameron, Catahoula, Concordia, DeSoto, East Feliciana, Jefferson, Jefferson Davis, Lafayette, LaSalle, Morehouse, Orleans, Red River, St. Helena, St. John the Baptist, St. Mary, Washington, and West Feliciana. For more information on Plan B members may contact their Human Resources office or TRSL for the brochure *School Food Service Plan B Retirement*.

Eligibility to retire

To retire, a TRSL member must meet minimum requirements as to age and years of service. Then requirements are met, for example, the Regular Plan retirement benefit a member receives is calculated by this equation: Multiply 2 or 2 ½ percent times the total years of service credit times the highest average compensation plus a \$300.00 annual supplemental benefit. Note that:

- the service credit contains an appropriate credit for unused sick and/or annual leave;;
- the highest average compensation is the annual average of the three highest years’ salary in which a member earns no more than three years of service credit; and,
- the supplemental benefit of \$300.00 is given to those who became TRSL members before July 1, 1986.

The retirement benefit will vary according to which retirement option is chosen.

Following are details on membership, retirement eligibility and benefit computation.

The 2 percent formula

To retire under the 2 percent of a average compensation factor, a Regular Plan member must be:

- Age 60 with at least 10 years of service credit, excluding military service purchased under provisions of La.R.S. 11:153 after Sept. 10, 1982;
- Any age with 20 years of service credit, excluding military service purchased under provisions of La. R.S. 11:153 after Sept.10, 1982.

The 2 ½ percent formula

To retire under the 2 ½ percent of average compensation factor, a Regular Plan member must be:

- Age 65 with 20 years of service credit, excluding any military service;
- Age 55 with 25 years of service credit; or
- Any age with 30 years of service credit.

To be eligible to retire, a Plan A member must be:

- Age 60 with at least 10 years of service credit, excluding military service purchased under provisions of La. R.S. 11:153 after Sept. 10, 1982,
- Age 55 with at least 25 years of service credit, or
- Any age with 30 years of service credit.

Under Plan A, members who have contributed to retire each year of employment have their TRSL been benefit calculated by this equation: 3 percent times the years of creditable service (including credit for unused certified sick leave) times the average compensation.

Plan A members, who did not contribute to retire until their employing agencies withdrew from Social Security coverage, will receive 1 percent for those years plus \$24.00 per year for each year that retirement was not paid and 3 percent for each year after employing agencies withdrew from Social Security coverage and retirement contributions were paid on the member's salary. Proportionate credit for unused sick leave will be used in both calculations.

Professional Improvement Program (PIP)

Professional Improvement Program earnings must occur in the same fiscal year as the salaries used to compute the average compensation.

Each eligible member who has successfully completed and at least three consecutive years of the PIP will have 60 percent of the PIP earnings included in each year's average compensation.

Those who have completed at least four consecutive years will have 80 percent included and those who have completed at least five consecutive years will have 100 per cent included.

If a member has completed at least two consecutive years, and becomes disabled, 40 percent of the PIP earnings will be included. If a member has completed at least one year and becomes disabled, 20 percent of such earnings shall be included.

Early Retirement

TRSL members who had 10 years of TRSL service credit as of January 1, 1982, regardless of age may retire and receive an actuarially reduced retirement benefit.

Deferred Retirement Option Plan (DROP)

For a brief discussion of the provisions of the Deferred Retirement Option Plan see page 182 of this handbook. A booklet, which provides details on DROP, is available from TRSL.

Optional Retirement Plan (ORP)

The Optional Retirement Plan is an alternative retirement plan available to academic or unclassified employees of public institutions of higher education. The ORP allows portability of retirement contributions because the retirement benefit plan is provided by a private carrier.

Employees who choose to participate in the ORP do not contribute to TRSL and waive all rights to TRSL retirement, survivor, and/or disability benefits not otherwise provided by La. R.S. 11:726 and 11:926(B),

Active contributing members of TRSL's Regular Plan who are academic or unclassified employees of public institutions of higher education and who have less than five years of creditable service in TRSL may elect to participate in the ORP but will not be permitted to become members of TRSL. In some cases, these members must contribute to Social Security if they do not join the ORP.

Employees who are interested in the ORP should contact their Human Resources office or TRSL. A pamphlet comparing the benefits of TRSL's retirement plans and an ORP is available.

The decision to participate in the ORP is irrevocable; that is, members who choose the ORP can never change their minds and join TRSL. If they later change to employment which makes them eligible to belong to TRSL they must continue to belong to the ORP.

ORP benefits are payable only in the form of a lifetime annuity. A member cannot take refund or lump sum withdrawal of his or her contributions to the ORP. No lump sum is ever payable except to a beneficiary in the event of the member's death.

Membership for board employees

Membership in TRSL is required for full-time unclassified direct employees of boards created by Article VII of the Constitution who became so employed on or after July 1, 1991, unless they are already members of the Louisiana State Employee's Retirement System.

The boards include the Board of Regents, the governing boards for the LSU and Southern University Systems, the Board of Trustees for State Employees' Retirement System (LASERS) and contribute to LASERS on their earnings as a bus driver.

Retirement application checklist

It is each member's responsibility to see that the Application for Service Retirement and other related documents reach the TRSL office.

A member may submit an application as early as six months prior to the desired effective date of retirement. Processing of the application and computation of benefits cannot begin until agency certification, PIP certification, if applicable, sick leave certification(s), and annual leave certification(s), if applicable, are received from all employers. This information cannot be submitted by a member's most recent employer until after the member's last date of work.

Members should use the following checklist as a guide in gathering the documents necessary for TRSL to process their retirement applications:

- A copy of the member's and the beneficiary's Social Security cards.
- A copy of the member's birth certificate. If a birth certificate is not available, a church baptismal record established during the first few years of life which shows the date of birth is acceptable. If this is not available, at least two of the following documents must be submitted: Social Security Administration records verifying date of birth; passport; a notarized copy of a birth entry in a family Bible; state or federal census records established near the date of a member's birth; and insurance policy showing age or date of birth; marriage records that state age at time of marriage and the date of the marriage; school enrollment records signed by the principal of the school or the superintendent of schools; a child's birth certificate showing age of parents; military record (form DD214); or signed statement by the physician or midwife who attended the birth.

If the documentation submitted is not sufficient, other records may be requested for other acceptable records, request a “Date of Birth Verification Documents” list from TRSL.

- A copy of the beneficiary’s birth certificate or other verification of birth, as required for the member above.
- A copy of the spouse’s birth certificate or other verification of birth, as required for the member above.
- If a member’s spouse is deceased, the member should send a copy of the death certificate.
- If divorced or legally separated, the member should send a copy of divorce decree or judgment of separation, including any community property settlement.
- PIP certification form completed by employer and the Department of Education, if applicable.
- Employment History Certification, Form 6, from each employer for whom the member has worked. It is the member’s responsibility to obtain the necessary sick leave certification(s).
- Annual Leave Certification, Form 11C, for eligible employees of state agencies, colleges, universities, technical colleges, and public school boards. It is the member’s responsibility to obtain the necessary annual leave certification(s).
- Agency Certification, Form 11b, from most recent employer(s).
- W-4P, Internal Revenue Service Withholding Certificate for Pension or Annuity Payments.

Payment of partial benefit

If a member’s benefit has not been finalized, TRSL will generally begin paying a partial benefit no later than 60 days after the effective date of retirement. **However**, when a member must meet **minimum eligibility requirements** to retire, TRSL must have certification of all service credit before that member can begin receiving a partial benefit. The partial benefit will be a reduced payment, and will continue on a monthly basis until an official TRSL computation of benefits is completed.

The retiree will receive an Affidavit of Plan Election, Form IIE, on which to make final election of the retirement plan. The plan elected determines the retirement benefits to be received for the rest of the retiree’s life.

The retiree is required to return the properly executed and notarized affidavit to TRSL within 15 days. Additional retirement benefits due, if any, under the option elected on the affidavit will be paid retroactively to the date of retirement. However, no further partial payment will be made if the affidavit is not returned to TRSL within 15 working days.

Community-property:

Spouse entitled to share of benefit

Member contributions and retirement benefits are considered community - property in Louisiana.

Members should consult an attorney for questions concerning the effect of divorce, remarriage, property settlements, etc., on the refund of their retirement contributions or payment of their retirement benefits.

The surviving spouse of a married member is entitled to the monthly amount he or she would receive under the Option 3 Retirement Plan at the member's death.

A married member cannot choose an option that would leave his or her spouse less than the monthly amount he/she would receive under Option 3, nor designate a beneficiary other than his or her spouse, unless the spouse signs and affidavit in the presence of a notary acknowledging that he or she agrees to the choice.

A detailed brochure on how community property laws affect TRSL benefits is available from TRSL.

Invalid marriages:

Divorce after retirement

If a retiree selects an option for a spouse and later proves the marriage was invalid, he/she can either revert to the Regular Maximum, which would be adjusted for actuarial equivalency, or choose another beneficiary.

The law also provides that a member who retires and names his/her spouse as a beneficiary and later divorces from that spouse, has an option to delete the spouse as a designated beneficiary and change to an actuarially adjusted maximum benefit. This may only be done with the agreement of the spouse, confirmed by court order, irrevocably relinquishing his/her survivorship rights under the option originally selected by the retiree.

Adjustments of benefits will not be retroactive.

Delayed retirement

Members with at least 10 years of service credit may terminate their positions, leave their contributions with TRSL, and at age 60 begin receiving a benefit based on their total years including unused sick leave.

Members with less than 10 years of service credit may leave their contributions in TRSL for five years. After that time, contributions will be refunded if the member has not returned to employment covered by TRSL. The contributions do not accumulate interest.

Tax sheltered contributions made after June 30, 1988, are taxable upon withdrawal, or retirement. Contributions made before to July 1, 1988, are not taxable.

Canceling a retirement application

A retirement application **cannot** be canceled if a retirement benefit check has been cashed. A retirement application can be canceled if no benefit check has been chased.

Annual member account statement

Each year, members are sent a Member Statement which shows contributions made and the total amount in the account for the year ending June 30, as well as the total years of service credit. Beneficiaries are also listed.

These statements are mailed directly to each member. Members should report any discrepancies found on these statements to their employer.

Withdrawing contributions

Members who permanently terminate employment with any eligible position covered by TRSL may withdraw their contributions.

The employing agency must hold the Application For Refund, form 7, for 90 days. At the end of 90 days, the refund application is sent to TRSL for refund of contributions. These refund applications are available from each employing agency.

All refunds of member contributions are paid without interest.

Social Security

There are Social Security offsets and reductions which may affect any Social Security benefit a member may be expecting on his/her own account or as a spouse.

Members who had 10 years of TRSL service credit as of September 1, 1985, may not be subject to an offset of Social Security benefits based on their own Social Security account. Members should contact their local Social Security office for more information.

Worker's Compensation

When a TRSL member is receiving worker's compensation benefits, but has not retired under TRSL disability, the member may pay contributions based on a salary at the time of qualification for worker's compensation benefits.

He/she shall only receive pro rata service credit during any period in which employee contributions are less than that which would have been contributed if based on the salary at the time of qualification for worker's compensation benefits. The employer shall pay the employer's contribution based on the amount on which the employee's contributions are based.

Leave, purchasing service

Credit, transfer of service

Sick leave

Unused sick leave cannot be used to attain eligibility, for retirement. Eligibility must first be obtained, then unused sick leave credit is added for total service credit. Sick leave is a benefit of employment, not retirement and is subject to the authority of the employing agency.

The amount of sick leave which may be used to increase retirement service credit is dependent upon when the sick leave was earned. Sick leave credit earned through and after June 30, 1988, and credit earned after June 30, 1990, are governed by different laws.

- Sick leave earned through June 30, 1988

For retirement purposes, 9 month employee accumulate 10 days per year. If the school year was less than nine months, they still accumulate 10 days per year. For retirement purposes, 10-month employees accumulate 11 days per year.

Both 9- and 10-month employees who work extra months accumulate one extra day or a portion thereof for each additional month of full-time service. For example, for a 9-week summer school session, a 9-month teacher would accumulate 2.25 days of sick leave. (2.25 months times 1 day per month or 2.25 days). If he or she taught half-time, then nine weeks summer school would equal 1.13 days.) (2.25 months times ½ day per month or 1.13 days.)

For retirement purposes 11- and 12- month employees accumulate:

- First three years, 12 days per year;
- Next seven years, 15 days per year; and
- All years over 10, 18 days per year.

The balance of unused sick leave days on June 30, 1988, will be converted to service credit according to the Accumulated Sick Leave Conversion Table below for all members (9-, 10-, 11- and 12-month employees).

NOTE: The amount of sick leave that an employer allows a member to accumulate may be different from the amount TRSL will allow for retirement benefit computation credit.

- Accumulated Sick Leave Conversion Table I

25 - 45 days = .25 years
46 - 90 days = .50 years
91-135 days = .75 years
136-180 days = 1.00 years
181-225 days = 1.25 years
226-270 days = 1.50 years
271-315 days = 1.75 years
316-360 days = 2.00 years
361-405 days = 2.25 years
406-450 days = 2.50 years
451-495 days = 2.75 years

496-540 days = 3.00 years
541-585 days = 3.25 years
586-630 days = 3.50 years
631-675 days = 3.75 years
676-720 days = 4.00 years

Consider this example of a teacher's leave credit:

10 years @ 10.00 days = 100.00 days
8 summers @ 2.25 days = 18.00 days
3 years @ 12.00 days = 36.00 days
7 years @ 15.00 days = 105.00 days
5 years @ 18.00 days = 90.00 days
Total Possible 349.00 days
Less days used -33.00 days
Retirement sick leave credit 316.00 days = 2.00 years

The example shows the sick leave credit earned for a teacher who had worked: 10 years on a 9-month basis; eight summers earning 2.25 days of sick leave credit per summer; and 15 years on an 11 - or 12-month basis,

- **Sick leave earned after June 30, 1998**

State law provides that all unused sick leave credit days earned after June 30, 1988, less the number of days for which the employer pays upon the member's retirement, shall be converted to years based upon the following Accumulated Sick Leave Conversion Table II.

Under this provision, 9-month employees continue to accumulate 10 days of sick leave per year and 10 month employees, 11 days per year. All 11-month employees shall accumulate 12 days per year during the first 10 years of service and 18 days per year for each year thereafter for retirement credit.

• **Accumulated Sick Leave Conversion Table II**

Accumulated Sick leave days for those who work				Fraction of year credit
9-months	10 months	11 months	12 months	
10-18	11-20	12-22	13-24	.1 year
19-36	21-40	23-44	25-48	.2 year
37-54	41-60	45-66	49-72	.3 year
55-72	61-80	67-88	73-96	.4 year
73-90	81-100	89-110	97-120	.5 year
91-108	101-120	111-132	121-144	.6 year
109-126	121-140	133-154	145-168	.7 year
127-144	141-160	155-176	169-192	.8 year
145-162	161-180	177-198	193-216	.9 year
163-180	181-200	199-200	217-240	1.0 year

• **Sick leave earned after June 30, 1990**

State law allows a member to convert into service credit one additional year of sick leave earned after June 30, 1990, at no cost.

All unused sick leave days earned after June 30, 1990, in excess of an amount which would convert to one year of service credit, may only be added to a member's account if purchased.

In order to purchase unused sick leave days as service credit, the member must pay to the retirement system an amount which, on an actuarial basis, totally offsets the increase in accrued liability of the system resulting from the receipt of the credit. Any leave purchased cannot be used to attain eligibility for any benefit and cannot be used in the computation of the average compensation.

Annual leave

Annual leave cannot be used to attain eligibility for any benefit and cannot be used in the computation of average compensation. Employees of state agencies, colleges, universities and technical colleges are eligible to receive credit for unused annual leave at no cost, subject to the restrictions given in the next section.

For a member to obtain credit for unused annual leave, TRSL must receive official certification of annual leave accrued under established leave regulations and for which an attendance record was maintained for the employee by his supervisor.

Members are usually paid for 300 hours or 37 ½ days of annual leave by their employers. The amount for which members are paid is deducted from the number of days certified as unused by the employer.

The formula for computing unused annual leave is as follows: divide days left by the days of contract to determine the percentage of year for retirement credit.

- **Annual leave earned after June 30, 1990**

After June 30, 1990, unless a member was eligible to retire on or before that date, any unused annual leave earned after that date will have to be purchased at a actuarial cost in order to have it converted into service credit. This applies only to annual leave earned after June 30, 1990.

- **Annual leave purchased by school board employees**

Employees of school boards are eligible to receive credit for unused annual leave if it is purchased at actuarial cost. This annual leave must have been accrued under established leave regulations and an employee attendance record must have been maintained by the employer.

Purchase of withdrawn service credit

Any withdrawn service credit should be purchased prior to filing an application for retirement or DROP. Active TRSL members may purchase withdrawn TRSL service credit at any time.

Members of state, parochial, or municipal retirement systems, who have at least six months service in that system, may repay refunded contributions (plus compounded interest at the board-approved actuarial rate) to the system from which the refund was received to reestablish credit for purposes of an actuarial or reciprocal transfer to their current system.

NOTE: the cost to restore withdrawn service is computed using the amount refunded plus interest at the approved actuarial valuation rate compounded annually from the date of refund until payment is made. The interest rate is subject to change each year.

Purchase of service credit;

Actuarial cost or contributions plus interest

Any additional service credit should be purchased before filing an application for retirement or DROP.

La. R.S. 11:158© requires that in any purchase of additional service credit the greater of the actuarial cost or the employee and employer contributions plus interest at the assumed actuarial valuation rate to be paid.

This requirement does not apply to purchases of refunded (withdrawn) service credit.

The actuarial cost method completely offsets TRSL's accrued liability in allowing the credit.

A nonrefundable fee is charged to compute the actuarial cost of purchases of all additional service credit.

Retirement Plan Options

Retirement Plans

There are eight plan options under which a TRSL member may retire. The Regular Maximum benefit is actuarially reduced if an option is chosen. If the option beneficiary is not the retiree's spouse and the retiree dies leaving minor or other eligible children, the selection of the option beneficiary shall be void and the minor or other eligible children shall receive survivor benefits.

If a retiree or DROP participant dies before completing an Affidavit of Plan Election, Form 11E, an Option 2 benefit will be paid to the surviving spouse. If there is no surviving spouse, a benefit will be paid to a maximum of two minor children. If there is no surviving spouse or minor children, an Option 1 benefit will be paid to the most recently designated beneficiary(ies).

The retirement plan option cannot be changed once the Affidavit of Retirement Plan Election, Form 11E, has been processed or the effective date of retirement or DROP participation has passed, whichever is later.

Only Option 1 allows beneficiary changes.

Members nearing retirement eligibility may request an estimate of what their retirement benefit will be, either by mail using an Estimate Request, Form 10, or by appointment with a TRSL counselor. Members should include their Social Security number, mailing address, and home and office telephone numbers on all correspondence.

The different retirement plans from which a member must choose include:

Regular Maximum - Under this plan, the retiree receives the largest monthly benefit possible. All benefits cease at death and no additional payments are due anyone. No beneficiary may be designated under this plan.

Option 1 - Under this plan, the retiree receives a monthly benefit slightly less than the Regular Maximum amount. The Option 1 benefit is determined by the total amount of accumulated member contributions and the member's age at retirement. More than one beneficiary may be designated who, at the time of the retiree's death, will receive any remaining balance of the retiree's accumulated

contributions in one lump sum payment. It usually takes between 10 and 15 years to deplete the accumulated contributions. Option 1 is the only option under which more than one beneficiary may be named and the beneficiary(ies) may be changed at any time.

This option may not be chosen if the retiree chooses Option 5 (Lump sum distribution). Benefits based on the options listed below are actuarially reduced from the Regular Maximum benefit using reduction factors which are determined by the ages of the retiree and the named beneficiary. Under the options listed below only one beneficiary may be named and that beneficiary may not be changed.

A TRSL retiree may remove a designated nonspousal beneficiary, if the beneficiary is certified as permanently disabled by the State Medical Disability Board. A TRSL retiree may remove a non-spousal, mentally retarded beneficiary if the receipt of benefits would cause such beneficiary to become ineligible for federal benefits of greater value. In both cases, the retiree changes to the Regular Maximum reduced to an actuarial equivalent and may not name a new beneficiary.

Option 2 - This option provides a reduced monthly benefit to the retiree and continues the same benefit to the beneficiary for life after death of the retiree.

Option 2-A - This option provides a reduced monthly benefit to the retiree and continues the same benefit to the beneficiary for life after the death of the retiree and continues the same benefit to beneficiary for life after the death of the retiree. If the beneficiary predeceases the retiree, the reduced benefit reverts to an actuarially adjusted Regular Maximum.

Option 3 - This option provides a reduced monthly benefit to the retiree which is greater than the Option 2 or 2 A benefit. After the death of the retiree, the beneficiary receives a benefit for life equal to one-half the benefit amount the retiree was receiving.

Option 3-A - This option provides a reduced monthly benefit to the retiree which is greater than Option 2 or 2A benefit but less than the Option 3 benefit. After the death of the retiree, the beneficiary receives a benefit for life equal to one-half the benefit the retiree was receiving. If the beneficiary dies before the retiree, the benefit reverts to an actuarially adjusted Regular Maximum.

Option 4 - This option provides a reduced monthly benefit to the retiree which is determined by the cost of the amount designated for the retiree's beneficiary. The amount designated for the beneficiary shall not exceed the Option 2 benefit amount.

Option 4-A - This option provides a reduced monthly benefit to the retiree which is determined by the cost of the amount designated for the retiree's beneficiary. The amount designated for the beneficiary shall not exceed the Option 2 benefit amount. If the beneficiary dies before the retiree, the reduced benefit reverts to the Regular Maximum.

If a retiree who has chosen Option 4 or 4A dies before the beneficiary, the benefit payable to the beneficiary shall be increased by the total percentage that the retiree's benefits have been increased by all of the cost-of-living adjustments received by the retiree.

Option 5 (Lump Sum Distribution)

After choosing one of the previous options, a member may also pick Option 5 which gives the member a lump sum advance payment of up to three years of retirement benefits in exchange for accepting an actuarially reduced lifetime benefit. This option is available to members who have not participated in DROP. Members choosing Option 5 may either:

- Leave their lump sum on deposit with TRSL where it earns interest at one half of one percent less than the actuarially realized rate of return. Members make periodic withdrawals subject to TRSL and IRS regulations;
- Receive their lump sum subject to taxes and penalties; or
- Rollover the lump sum to an individual retirement account or other qualified plan.

The retiree must also choose either the Regular Maximum or one of options 2, 2A, 3, 3A, 4 or 4A. This option may be considered as an alternative to the Deferred Retirement Option Plan. However, members should be careful in selecting Option 5 because the reduced lifetime retirement benefits they will receive under this plan may not be enough to meet future financial obligations. For more details and return to work restrictions, see the TRSL brochure Is Option 5 the Right Choice for You?

Regular Plan example (2 percent)

A member, age 45 with a beneficiary age 47, retiring with 20 years of service credit, one year of sick leave credit and an average compensation of \$23,000.00 would receive a retirement benefit computed thusly: $(.02 \times 21 \times \$23,000.00) + \$300.00 = \$9,960.00 / 12 = \830.00 per month.

Option Chosen by members at retirement	Benefit paid during life of retiree	Benefit paid to retiree's beneficiary
Regular Maximum	\$ 830.00	N/A
Option 1	829.00	N/A
Option 2	796.00	\$ 796.00
Option 2A	793.00	793.00
Option 3	812.00	406.00
Option 3A	811.00	405.00
Option 4	826.00	100.00
Option 4A	825.00	100.00

***Option 1 is computed using member contributions and age of the retiree.**

In this example, total member contributions were \$17,320.00. Using an actuarial table to determine the amount of contributions to be recovered each month, \$125.22 would be paid out as a part of the benefit each month. For each month the retiree lived, \$125.22 would be deducted from the total contributions of \$17,320.00, and the Option 1 beneficiary would receive whatever contributions, if any, were left at the retiree's death.

It normally takes between 10 and 15 years to exhaust a member's contributions. In this example only, it would take 11.53 years to deplete the contributions to zero.

If the retiree died one month after retirement, the Option 1 beneficiary would receive \$17,194.78 in one lump sum. If the retiree died after 11.53 years, the Option 1 beneficiary would receive no payment.

The retiree receives a monthly benefit for life, regardless of how long he or she lives after retirement. The beneficiary under all Retirement Plan Options, except Regular Maximum (when no beneficiary is named) and Option 1, also receives benefit for the rest of his or her life.

Regular Plan example (2 ½ percent)

A member, aged 55 with a beneficiary aged 57, retiring with 25 years of service, one year of sick leave credit and an average compensation of \$30,000, would receive a retirement benefit computed thusly: $(.025 \times 26 \times \$30,000.00) + \$300.00 = \$19,800.00$. $\$19,800.00 / 12 = \$1,650.00$ per month.

Option chosen by member at retirement	Benefit paid during life of retiree	Benefit paid to retiree's beneficiary
Regular maximum	\$1,650.00	N/A
Option 1	1,647.00	N/A*
Option 2	1,538.00	1,538.00
Option 2A	1,523.00	1,523.00
Option 3	1,592.00	796.00
Option 3A	1,584.00	792.00
Option 4	1,643.00	100.00
Option 4A	1,642.00	100.00

***Option 1 is computed using member contributions and age of the contributions and age of the retiree.**

In this example, the member was age 55 and the total contributions were \$17,880.00. Using an actuarial table to determine the amount of contributions to be recovered each month, \$140.98 would be paid out as part of the benefit each month. For each month the retiree lived, \$140.98 would be deducted from the total contributions of \$17,880.00, and the Option 1 beneficiary would receive whatever contributions, if any, were left at the retiree's death.

It normally takes 10 to 15 years to deplete a member's contributions. In this example only, it would take 10.58 years to deplete the contributions to zero. Any time spent participating in the Deferred Retirement Option Plan will be included in this 10.58 years. If the retiree died one month after retirement, the Option 1 beneficiary would receive \$17,739.02 in one lump sum. If the retiree died after 10.58 years, the Option 1 beneficiary would receive no payment.

The retiree will receive a monthly benefit for life, regardless of how long he or she lives after retirement. The beneficiary under all Retirement Plan Options, except Regular Maximum (when no beneficiary is named) and Option 1, also receives a benefit for the rest of his or her life.

Estimating the Regular Plan benefit

Members can use this table to estimate their monthly retirement benefit.

All estimates are based on choice of the Regular Maximum Retirement Plan. Benefits would be actuarially reduced if another plan is chosen. Add an additional \$25 per month, if the member joined TRSL prior to July 1, 1986. The table does not include sick or annual leave which could be converted for retirement benefit purposes.

To read the chart: to the left, a member can find the figure closest to his/her highest average annual 3 year salary, and read across to the years of service and a great retirement.

Highest 3-year average annual salary	Estimated monthly retirement benefit if service credit and age are:				
	10 years at age 60, excluding military service	20 years at any age	25 years at age 55	30 years at any age	20 years at age 65, excluding military service
\$ 9,600	\$ 160	\$ 320	\$ 500	\$ 600	\$ 400
12,000	200	400	625	750	500
14,400	240	480	750	900	600
16,800	280	560	875	1,050	700
19,200	320	640	1,000	1,200	800
21,600	360	720	1,125	1,350	900
24,000	400	800	1,250	1,500	1,000
26,400	440	880	1,375	1,650	1,100
28,800	480	960	1,500	1,800	1,200
31,200	520	1,040	1,625	1,950	1,300
33,600	560	1,120	1,750	2,100	1,400
36,000	600	1,200	1,875	2,250	1,500
38,400	640	1,280	2,000	2,400	1,600
40,800	680	1,360	2,125	2,550	1,700
43,200	720	1,440	2,250	2,700	1,800
45,600	760	1,520	2,375	2,850	1,900
48,000	800	1,600	2,500	3,000	2,000
50,400	840	1,680	2,625	3,150	2,100
52,800	880	1,760	2,750	3,300	2,200
55,200	920	1,840	2,875	3,450	2,300
57,600	960	1,920	3,000	3,600	2,400
60,000	1,000	2,000	3,125	3,750	2,500

Plan A benefit example

The monthly benefit of a member retiring with 10 years of service credit at age 60, with an average compensation of \$9,000.00, a beneficiary aged 63, and total contributions of \$3,300.00 would be:

Option chosen by a member at retirement	Benefit paid during life of retiree	Benefit paid to retiree's beneficiary
Regular Maximum	\$ 225.00	N/A
Option 1	224.00	N/A
Option 2	207.00	\$ 207.00
Option 2A	203.00	203.00
Option 3	216.00	108.00
Option 3A	214.00	107.00
Option 4	221.00	50.00
Option 4A	220.00	50.00

*** Option 1 is computed using member contributions and age of the retiree.**

In the above example, the member was age 60, and total member contributions were \$3,300.00. Using an actuarial table to determine the amount of contributions to be recovered each month, \$27.84 would be paid out as part of the benefit each month.

Each month the retiree lived, \$27.84 would be deducted from the total contributions of \$3,300.00 and the beneficiary would receive whatever contributions, if any, were left at the retiree's death.

It normally takes 10 to 15 years to deplete the contributions under Option 1. In this particular example it would take 9.88 years to deplete the contributions to zero. Any time spent participating in DROP will be counted in the 9.88 years. If the retiree dies after 9.88 years, the Option 1 beneficiary receives no payment. In this example only, if the retiree died one month after retirement, the Option 1 beneficiary would receive \$3,272.16 in one lump sum.

The above pertains only to Option 1 payments due beneficiary. The retiree will receive a monthly benefit each month for life regardless of how long he or she lives after retirement. The beneficiary under all options, except Regular Maximum and Option 1, will also receive a benefit for life.

Disability Retirement

Eligibility

To be eligible for disability retirement a member must have at least five years of eligibility credit.

After a review of medical records and/or medical examination of the member, the State Medical Disability Board must certify that the member is mental or physically incapacitated for further performance of the duties currently being performed, that the incapacity is likely to be total and permanent, and that the member should be retired.

If the member is not in active service at the time of application and has not withdrawn his/her contributions, TRSL must receive clear, competent, and convincing evidence that the disability occurred while the member was an active contributing member.

Disability benefit computation

Beginning January 1, 1996, upon retirement for disability, members shall receive a disability retirement allowance equal to two and one-half percent of their average compensation multiplied by their years of creditable service but not more than 50% of their average compensation. No sick or annual leave will be used in the disability benefit computation unless the member is eligible to receive a service retirement benefit. In no event shall a disability retirement allowance be less than the lesser of (1) 40% of the state minimum salary for a beginning teacher with a bachelor's degree, or (b) 75% of the member's average compensation. The retiree shall not be allowed an optional allowance for a beneficiary.

A disability retiree, at his/her own expense, must undergo a medical reexamination by a physician designated by the State Medical Disability Board once a year for the first five years and once every three years thereafter until reaching age 60.

(Note: Disability benefits for school lunch Plan A and Plan B members are calculated differently. Called TRSL for information.)

Spouse and minor child benefits

- A disability retiree with a dependent minor child shall receive an additional benefit equal to 50% of the disability benefit provided the total benefit does not exceed 75% of the average compensation.

If a disability retiree dies and leaves a surviving spouse who had been married to the disability retiree for at least two years prior to the death of the disability retiree, the surviving spouse shall receive a survivor's benefit equal to 75% of the benefit being received by the disability retiree at the time of his or her death. If the surviving spouse dies and leaves a minor child or children, applicable benefits shall be paid to the child(ren) as described in the following paragraph.

If disability retiree dies and does not leave a surviving spouse but does leave a minor child or children, the minor child or children shall be entitled to a total benefit equal to 50% of the benefit received by the disability retiree at the time of his or her death.

The additional benefit received for a dependent unmarried child ceases upon the child's marriage or attainment of age 18, except the benefit shall continue for an unmarried child to age 23 provided the child is a full-time student enrolled in an accredited secondary or post-secondary educational institution.

A disability retiree will receive an additional benefit for an unmarried child who is mentally retarded or totally and permanently disabled if the child is totally dependent on the disability retiree, and if the child's disabling condition is approved by the State Medical Disability Board. This additional benefit is equal to 50% of the disability benefit provided the total benefit does not exceed 75% of the average compensation.

Change to regular retirement

A disability retiree, upon attainment of the earliest age that he or she would have become eligible for a retirement benefit if he/she had continued in service without further change in compensation, shall become a regular retiree using only the years of creditable service and any applicable unused leave. However, the maximum retirement benefit shall not be less than his/her disability benefit as provided earlier, not including the benefit paid to a minor child. The years that the retiree is on disability retirement shall not be used in the computation of his/her regular retirement benefit. The benefit paid for a minor child or children shall continue to be paid as long as the child is eligible.

No offset by other disability benefits

Disability benefits from the Social Security Administration and the Veteran's Administration shall not be used to offset disability retirement benefits paid by a state, municipal or parochial retirement system.

Taxes

Disability retirees are liable for federal income taxes on the full disability benefit until age 60 or conversion to regular retirement, at which time the disability benefit begins to include a nontaxable portion based on the amount of the member's retirement contributions that were not tax-sheltered.

Return to work

A disability retiree is required to file an annual earnings statement by May 1 of each year. The statement shall include all employment earnings, workers' compensation, and/or any income received the previous tax year from other sources because of the ability.

Disability benefits from the Social Security Administration and the Veteran's Administration do not have to be reported.

A disability retiree is allowed to earn the difference between his or her average compensation and the retirement benefit with no effect on his or her disability benefit. **These earnings may not be in the field of public or private education.**

A disability retiree's benefit will be terminated if he or she becomes employed in the field of education, whether public or private

Survivor Benefits

Death of a Member or Retiree

TRSL should be notified immediately of a member's or a retiree's death.

A copy of the death certificate and birth certificates of any minor or other eligible children must be sent to TRSL.

Most benefits to any eligible beneficiary(ies) will be effective the first day of the month following the death of the retiree or member.

Minor children are eligible for benefits regardless of the retirement plan elected by the retiree and take precedence over payments to a beneficiary other than a spouse.

Eligibility

- For survivors of deceased members who were active member at death and who had **at least five years of service credit**
 - (A) The surviving spouse with a minor child or children shall be paid 50 percent of the monthly benefit the member would have received at the time of death using the salary at the time of death the 2 ½ percent formula or \$300, whichever is greater, as long as there is an eligible minor child, and if not remarried, or if the surviving spouse remarried and has again become single, provided the deceased member had two years of service credit earned immediately prior to death.

Note: Remarriage after age 55 has no effect on the payment of spousal survival benefits if the remarriage occurs after June 22, 1993.
 - (B) Eligible minor child or children (a maximum of two) shall receive per month a benefit equal to 50 percent of the surviving spouse's benefit or \$150 per child, whichever is greater, not to exceed two children as long as there are eligible minor children.
- **For survivors of deceased members who were active members at death and who had 10 but less than 20 years of service credit:**

The surviving spouse, married to the member at least one year prior to death, will be eligible for a benefit at the 2 ½ percent formula under the Option 2 equivalent amount, provided the deceased member had two years of service credit earned immediately prior to death.

A spouse with minor children will be eligible for a benefit as in (A), above. When the minor children are no longer eligible, the spouse's benefit will revert to the Option 2 accrued benefit if the spouse was married to the member at least one year prior to death. Benefits cease upon remarriage and shall resume upon subsequent divorce from or death of the new spouse.

Note: Remarriage after age 55 has no effect on the payment of spousal survival benefits if the remarriage occurs after June 22, 1993.

Eligible minor child or children (a maximum of two shall receive the same benefits as in (B), above.

- **If the deceased member had 20 or more years of service credit and had not yet retired:**

The surviving spouse, married to the member at least one year prior to death, will be eligible for a benefit at the 2 ½ percent formula under the Option 2 equivalent of the benefit amount for life, regardless of remarriage. A spouse with minor children will be eligible for a benefit as in (A), above. When the minor children are no longer eligible, the spouse's benefit if the spouse was married to the member at least one year prior to death.

Eligible minor child or children (a maximum of two shall receive the same benefits as in (B), above.

- **If the deceased member was a retiree:**

If there are eligible minor children, they shall receive benefits as in (B) above, regardless of the option selected, and the selection of the optional beneficiary shall be void unless the beneficiary is the retiree's spouse.

Minor child survivor benefits

Survivor benefits are payable to minor children even when there is no spouse eligible for survivor benefits, provided the member had at least five years of service credit. A member does not have to be an active member at death for his or her survivors to be eligible for this benefit.

Benefits for an unmarried child shall cease upon attainment of age 18, except benefits shall continue for an unmarried child to age 23 provided he or she is a full-time student enrolled in an accredited secondary or post-secondary educational institution.

Benefits shall continue after age 18 for an unmarried child who is mentally retarded or totally and permanently disabled, if the child's disabled, if the child's disabling condition is certified by the State Medical Disability Board.

Refund of contributions

Accumulated contributions of a deceased member shall be paid in a lump sum to the named beneficiary or estate only if no survivor benefits are payable.

If a lump sum is payable, refunds may be paid more quickly if a named beneficiary's address is on file in the deceased member's records.

Applying for survivor benefit

The applicant must complete Sections I, II, and III of the Application for Survivor Benefits, Form 13 and forward the application to the deceased member's employer. The employer will complete Section IV and forward the application to TRSL. These documents should be sent with the application:

- Copy of marriage certificate.
- Copies of birth certificates (spouse and minor children).
- Student Attendance Certification, Form 13C, for each unmarried child over the age of 18, but not yet age 23 who is a full-time student.
- Certified copy of death certificate.
- Copies of Social Security cards of spouse and minor children.
- Certified copy of the legal court document confirming the name of tutor/tutrix of minor children, when applicable.
- Completed W-4P.
- Sick leave certification if deceased member was eligible for retirement at the time of death.
- Annual leave certification, if applicable.
- PIP certification if deceased member was in the PIP program.

The Application for Refund of a Deceased Member's Contributions, Form 13A, must include certified copies of the member's death certificate and the beneficiary's Social Security card.

Definition of a minor child

A minor child is an unmarried child under the age of 18 or an unmarried student under the age of 23 who is the issue of a marriage of a member of TRSL, the legally adopted child of a member of TRSL, the natural child of a female member of TRSL, or the child of a male member of TRSL when a court has made an order of filiation declaring the paternity of the child under the provisions of Article 209 of the Louisiana Civil Code.

An unmarried child who is mentally retarded or totally and permanently disabled and became so prior to age eighteen shall be considered a "minor child" provided the State Medical Board certifies he or she is mentally retarded or totally and permanently disabled and provided he or she remains unmarried.

Establishing a trust for children of TRSL members

A member may create a trust for his/her children so that any survivor or option benefits due the children after the member retires or dies may be paid into the trust for the benefit of the children. For the legal authority for this, members and their attorneys may consult La. R.S. 11:762(1) and 11:783(I).

The simplified method

A TRSL member’s retirement benefit is exempt for Louisiana state income tax. However, the benefit is subject to federal income tax and includes both a tax-free amount and a taxable amount.

The simplified method which became effective November 21, 1988, made the calculation of what portion of the retirement benefit is subject to federal income tax easier. This method has been used to calculate the tax-free portion of a benefit for all retirees, regardless of which option was chosen, since that date.

The Taxpayer Relief Act of 1997 changed the simplified method from a single-table, used for every retiree, to two tables. The first table applies to those who retired prior to January, 1, 1998. After December 31, 1997, it applies only to retirees who retire under the Maximum Benefit Option or Option 1.

Table 1

Age when member begins retirement	Number of months for payout or recovery
55, or under	360
55 and one day to 60	310
60 and one day to 65	260
65 and one day to 70	210
70 and one day or more	160

The tax-free portion of the retirement benefit under the Single Life Annuity (Table 1) is calculated by taking the portion of a member’s TRSL contributions on which taxes have already been paid and dividing it by the number of months allowed by the IRS according to the member’s age, as in Table 1. The contributions divided by the required number of monthly payments equals the tax free portion of the monthly benefit.

For example, if a retiree already paid taxes on contributions of \$20,000 and was under age 55 at retirement, the tax-free portion would be computed as follows: \$20,000 in contributions ÷ 360 payment = \$55.56 per month tax free. The retiree would pay federal income tax on all of the monthly benefit except \$55.56.

Table 2 applies to anyone retiring after December 31, 1997, under Options 2, 2A, 3, 3A, 4 or 4A. These options provide benefits based on the combined ages of the retiree and the beneficiary.

Table 2

Combined ages of member and designated beneficiary when member begins retirement	Number of months for payout or recovery
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110, or under	410
110 and one day to 120	360
120 and one day to 130	310
130 and one day to 140	260
140 and one day or more	210

The tax-free portion of the retirement benefit using Table 2, which is based on the life of more than one annuitant, is calculated by taking the portion of a member's TRSL contributions on which taxes have already been paid and dividing it by the number of months allowed by the IRS according to the combined ages of the member and the designated beneficiary, as shown in Table 2. The contributions divided by the portion of the monthly TRSL benefit.

For example, if a retiree paid taxes on contributions of \$20,000 and was age 60 and his designated beneficiary was age 56, the tax -free portion if his benefit would be computed as follows: \$20,000 in total contributions ÷ 360 payments = \$55.56 per month tax free. The tax free portion stays the same throughout the retiree's life expectancy regardless of changes in the benefit.

If the contributions have not been fully recovered at the time the retiree dies, in the case of a joint and survivor annuity, the survivor will exclude the same monthly amount from taxable income until the amount of contributions has been recovered for tax purposes.

Tax sheltering of contributions;
rollover of contributions;
Release from IRC Section 415 limits

Effective July 1, 1998, contributions to TRSL are not included in a member's taxable income. If TRSL contributions are withdrawn, they are liable for federal income tax and a 10 percent excise tax penalty upon withdrawal, with certain exceptions.

However, refunds of contributions from TRSL are total distributions, and contributions which have been tax-sheltered since July 1, 1988, qualify for rollover into an IRA or another qualified

plan. If a member chooses not to have these funds rolled over directly to an IRA or other qualified plan, a mandatory 20 percent will be withheld for federal taxes. This rollover is available only to the member, the member's surviving spouse, or a member's ex-spouse who has a common interest and an appropriate court order.

If a member has not attained age 59 ½ at the time he/she receives a distribution from TRSL, with certain exceptions, the taxable portion of the distribution not rolled over is subject to a 1 % percent nondeductible

federal tax penalty. (A member who is at least 55 and terminates employment is not subject to this penalty.)

If the total distribution includes contributions on which taxes have been paid, a member may not rollover the amount on which taxes have been paid. A member may only rollover the part of the total distribution that was taxable and not rolled over is taxable as ordinary income.

All members of the System, except retirees who return to covered employment and pay contributions, members with 40 years service credit, and employees of nongovernmental agencies, will participate in the tax-sheltering of employee contributions as long as they are enrolled in the system.

Return to Work after Retirement

Return to work

Effective July 1, 1995, any retiree who returns to work in a position normally eligible for TRSL membership or under the organizational authority of the Department of Education must comply with the provisions of laws governing retirees returning to work.

Failure to comply with these laws, including provisions that TRSL be notified of such employment, can result in substantial financial liability on the part of the **employing agency**.

A disability retiree may not return to work in the field of public or private education. Members who do so will forfeit their disability retirement benefit.

There are five statutes under which service retirees may return to employment that could affect their retirement benefit. The retiree may not elect to return under the provisions of more than one statute during a fiscal year. These are the laws governing the return to work of TRSL retirees:

- La. R.S. 11:737 allows a retiree to suspend his or her benefit from the System until termination of employment. Both the retiree and the employing agency must notify the System in writing within ten days of the employment of the retiree. No contributions are due to the System for this employment.

Upon termination of employment, the employer must notify the TRSL so that the retirement benefit may be resumed. **If the retiree and the employing agency fail to give notice of the return to active service and benefits continue to be paid when these benefits are not due, the employing agency shall be liable to the System for these amounts.**

This act should only be selected by a retiree who cannot use La. R.S. 11:707, because high earnings would result in excessive penalties under R.S. 11:707. The retiree may not select La. R.S. 11:737 if he or she has previously substituted during the current fiscal year prior to returning to work on a full-time basis.

- La. R. S. 11:707 allows a retiree to return to active service and continue to receive his or her retirement benefits. Should the retiree earn more than 50% of his or her average compensation adjusted by a Consumer Price Index factor, retirement benefits will be reduced or suspended during the next 12 month period to reimburse the System for any overpayment at a rate of \$1 reimbursed for every \$2 of earnings over the limit.

No contributions are due to TRSL under either La. R.S. :11:707 or 737.

- La. R.S. 11:738 allows a retiree to regain membership in TRSL by returning all retirement benefits paid to him/her plus compound interest at the actuarial valuation rate. The retiree must also pay both employee and employer contributions which would have been paid had the retiree become a member on the date he/she returned to active service. Upon regaining membership, the member will be required to remain in active service for at least six years in order to be eligible for a retirement benefit recomputation.

- La. R.S. 11:708 allows a retiree to continue to receive a retirement benefit without any penalty while being employed by a public school system in a teacher shortage area.

However, there are restrictions on how the vacant position may be filled by the local school board for a retiree to work under provisions of this law.

After advertising the position twice, the superintendent of the school board must certify to the Board of Education and Secondary Education and the Board of Trustees of TRSL that there is a shortage of qualified teachers. The retiree must have been retired at least one year, must pass the National Teacher Examination (NTE), unless the retiree is reemployed within five years of retirement, and may not be employed for a period that exceeds ten consecutive years. Once a member has been retired five years, he/she must pass the NTE to continue working under the critical shortage provisions.

Both the retiree and the employer must make contributions to TRSL. No additional service credit may accrue from these contributions, and only the employee contributions will be refunded without interest upon request after termination of employment. These contributions cannot be considered as tax-sheltered contributions.

- La. R.S. 11:783 (A) allows any retiree who chose Option 5 to return to work but only under the same provisions relating to a TRSL retiree's return to work after DROP participation (La. R.S. 11:791).

TRSL or ORP?

You should look at your career expectations carefully and realistically before deciding whether to enroll as a member of the Teachers' Retirement System of Louisiana (TRSL) or an Optional Retirement Plan (ORP).

An ORP is an alternate retirement plan (a defined contribution plan) provided by a private carrier for academic and unclassified employees of Louisiana colleges and universities. As of October 1992, about 3,638 of these employees had enrolled in an ORP. ORPs, which were first offered in 1990, are offered by Aetna Life and Casualty, Teachers' Insurance and Annuity Life Insurance Company (VALIC).

If you are reasonably certain you will not continue in your current position, or do not plan to remain in Louisiana, then you should give careful consideration to an ORP because your plan will be portable to most other U.S. colleges and universities.

However, if you plan to continue teaching or working in Louisiana, either at a public college, university, vocational-technical institute or school, or a state or local government agency, TRSL is probably the best choice for you.

If you are unsure where your career will take you TRSL may still be the best choice. With ten years service you can leave your contribution with TRSL and at **age 60** begin receiving

a benefit based on **20 percent of your average compensation.**

Also, if you join TRSL, you have five years in which to change your mind and transfer the employee portion (not the employer portion) of your retirement contributions into an ORP. However, the decision to join an ORP is irrevocable. You cannot change your mind later and join TRSL.

Look carefully at the comparison of benefit features on this page and make the best choice for you and your family.

If you are interested in an ORP, your Human Resources Services office can provide additional information.

Comparison of Benefit Features

TRSL

Optional Retirement Plan

Lifetime benefit. No matter how long a member lives the retirement benefit will continue.
amount
account.

Lifetime benefit based on
Accumulated in contributions

Lifetime benefit payable after 20 years of service accumulated 10 years service at age 60. member's option, participation.

Lifetime benefit based on Contributions; payable at the after termination of ORP

Guaranteed by the state of Louisiana. solvency of the carrier.

Guaranteed only by the

A member has five years after joining TRSL to their minds and decide to change to an ORP. join ORP is

ORP members can't change
Join TRSL. The decision to irrevocable.

If a member with five years of service credit the amount of dies, survivor benefits are provided for spouse paid out in a and minor children.

Upon the death of a member
the contributions account is
lump sum or as an annuity.

If a member with five years of service credit is accumulated disabled, he or she will receive disability benefits member's option, from TRSL for life. participation.

Lifetime benefits based on
contributions; payable at the after termination of ORP

THE OPTIONAL RETIREMENT PLAN (ORP) IS ONLY AVAILABLE TO ACADEMIC OR UNCLASSIFIED EMPLOYEES OF PUBLIC INSTITUTIONS OF HIGHER EDUCATION.

Guidelines established by La. R.S. 11:921 - 11:931 and by the Board of Trustees of Teachers' Retirement System of Louisiana (TRSL) are outlined as follows:

1. The decision to participate in the ORP is irrevocable.
2. A ORP participant may never again be a contributing member of TRSL regardless of changes in employment.
3. An eligible new employee must make a decision to become or to remain a member of TRSL-Regular or participate in the ORP within 60 days of employment. If no decision is made within 60 days, the new employee must be placed in TRSL. (See No. 5 below.)
4. Benefits payable to participants or their beneficiaries are not the obligation of the state of Louisiana or TRSL, but are the sole liability and responsibility of the designated carriers. "Retirement benefits shall be paid in the form of a lifetime income, and except for death benefits, single-sum cash payments shall not be permitted." (La. R.S. 11:923)
5. An ORP participant waives all rights to membership, retirement, survivor and/or disability benefits from TRSL not otherwise provided by La. R.S. 11:726©.
6. An active contributing member of the regular retirement plan of TRSL who has less than five years of creditable service in TRSL may make an irrevocable election to participate in the ORP and transfer his accumulated employee contributions to the ORP under the provisions of La. R.S. 11:926(A). No prior employer contributions will be transferred.
7. Minor children of a former member of TRSL with at least five years of service credit will be eligible for survivor benefits as provided by La. R.S. 11:762 ONLY if prior TRSL accumulated employee contributions are not transferred to the ORP.
8. A TRSL member who is eligible to retire and who elects participation but chooses NOT to transfer his prior accumulated employee contributions will have the same rights and privileges accorded by La. R.S. 11:761.

A TRSL member with at least ten years of service credit who is not old enough to receive a benefit and who elects participation in the ORP but chooses NOT to transfer his prior accumulated employee contributions will have the same rights and privileges accorded by La. R.S. 11:726.

9. A higher education academic or unclassified employee who is not eligible for membership in TRSL because of part-time, seasonal or temporary employment status is eligible to participate in the ORP.

10. An ORP member who changes employment to a TRSL employer not in the field of higher education must retain his/her membership in the ORP.

11. The ORP participant will contribute monthly to the ORP the same amount which he would be required to contribute to TRSL-Regular. A monthly fee of one-tenth of one percent of salary. 1% to cover the cost of administration and maintenance of the ORP will be deducted from the participant's contributions. The balance will be remitted to the appropriate carrier on behalf of the participant.

12. The employer will contribute to TRSL on behalf of each ORP participant the same amount which would be required for members of TRSL-Regular. Only the normal cost portion of the employer contribution as determined by the Public Retirement System's Actuarial Committee will be forwarded to the appropriate carrier on behalf of the participant. The balance will be retained by TRSL for application to the unfunded accrued liability of TRSL.

13. An ORP participant is allowed to change carriers in November and December of each year to become effective with the January contributions. To change his/her carrier, the member must complete an Application accrued liability of TRSL.

14. Statements for ORP participants will be provided by the carriers.

Teachers' Retirement System of Louisiana

The Deferred Retirement Option Plan

Explanation of DROP

The Deferred Retirement Option Plan (DROP) is an optional program in which a member of the Teacher's Retirement System of Louisiana (TRSL) chooses to freeze his/her regular monthly retirement benefit and to have this benefit deposited each month in a special account at TRSL while continuing to work and draw a salary from a TRSL employer.

DROP gives TRSL members the opportunity to build their savings on a tax-deferred basis. However, the plan may not be a good idea for every member. The decision to enter DROP should be considered very seriously and made very carefully.

Members must specify the consecutive period of time they plan to participate in DROP (up to two or three years, depending on eligibility). Once this participation period begins, **the decision to participate is irrevocable**. The participation period cannot be extended and can only be shortened by termination of employment or death.

During DROP, a member's take-home pay may increase because neither members nor employers make retirement contributions to TRSL.

At the end of DROP, the member may either terminate employment and begin regular retirement or continue working.

When the member terminates employment and retires, he/she may begin withdrawing funds in the DROP account.

If the member continues working after DROP, withdrawals cannot be made from the DROP account during continued employment, and employee and employer contributions to TRSL must resume. The member earns additional service credit for the period of continued employment.

Members who terminate DROP early do not lose funds already deposited in their DROP early accounts. They may withdraw from their DROP accounts just as other members who complete DROP and terminate employment would.

DROP eligibility:

Regular Plan, Plan A, Plan B

The 1993 Legislature created a 3-year DROP, effective January 1, 1994, which supplements the 2-year DROP put into effect in July 1992.

This plan allows members to participate in DROP for a maximum of three years beginning on the date they first become eligible to retire and ending no later than 3 years and 60 days later. The extra 60 days allows time for members to have service credit certified by their employers.

Total service credit will be rounded to the nearest tenth. For example, 9.95 years would be rounded to 10 years; 24.94 years would be rounded to 24.9 years. Twenty years of service will not be rounded, if the member is retiring before age 60. Service credit earned after DROP will not be rounded.

Under the 3-year plan, **Regular Plan** members, to qualify for a benefit based on 2.5 percent of salary per year of service credit, must be:

- any age with 30 years of service
- at least age 55 with 25 years of service; or
- at least age 65 with 20 years of service.

Regular Plan members, to qualify for a benefit based on 2 percent of salary per year of service credit, must be at least age 60 with 10 years of service.

Plan A members may enter DROP:

- at any age with 30 years of service;

- at least age 55 with 25 years of service; or
- at least age 60 with 10 years of service.

Plan B members may enter DROP:

- at least age 60 with 10 years of service; or
- at least 55 with 30 years of service.

NOTE: There are restrictions in all plans as to whether credit for military service can be used to meet eligibility requirements.

Unused annual and sick leave cannot be converted to establish eligibility for DROP. Members who were eligible for the 3-year DROP on or before January 1, 1994 (i.e., those who were eligible to retire on or before that date) may choose a 2-year DROP participation period at any time in the future as long as they continue working for a TRSL employer.

Those members who become eligible for the 3-year plan on or after January 2, 1994, (i.e., become eligible to retire on or after that date) do not have a choice of the 2-year DROP participation period. If these members wish to participate in DROP, they must decide to do so within the three years following the date on which they are first eligible to retire. If they do not participate in DROP during those three years, they cannot participate in DROP at all.

In summary, if a member was eligible to retire on or before January 1, 1994, he or she may choose the 2-year plan at any time in the future. If a member is eligible to retire on or after January 2, 1994, the only option open is the 3-year plan.

The 3-year DROP eligibility period begins when a member is first eligible to retire, even if that is when the member has 10 years of eligibility credit and is at least age 60.

Unused annual and sick leave cannot be converted to establish eligibility for DROP.

NOTE: A Regular Plan member who is age 60 and who enters DROP with 10 years of service credit will have his/her benefit calculated at the 2 percent formula. This member may decide not to enter DROP so that he/she can retire later with a

benefit calculated at 2.5 percent.

Members who enrolled in the 2-year DROP are not eligible for the 3-year plan and may not choose to extend their DROP participation.

Members who retire under the 20-year-retirement-at-any-age provision, or the Option 5 retirement provision, or who are members of the Optional Retirement Plan are not eligible to participate in DROP.

Members may participate in DROP while on workers' compensation, annual, sick, or sabbatical leave, or documented leave without pay. A member must be employed for the entire period of DROP participation. A member who has retired or terminated employment or who is not employed on a continuous basis is not eligible for participation.

NOTE: The benefit deposited during DROP does not include credit for sick or annual leave. This leave is included in the final retirement benefit computation after completion of DROP and termination of employment. Under Louisiana Revised Statute 11:787(A), participation in DROP will not change the seniority status or any other related benefits that any member is entitled to as a condition of employment.

Members should also be aware that credit given by school boards for purposes of seniority is not the same as years of service credit for which contributions were made to TRSL.

Members who wish to participate in DROP should start early getting documentation in order. They should begin by having employers certify all service credit and should apply for DROP up to six months in advance.

Option 5: An alternative to DROP

The Option 5 Retirement Plan may be considered as alternative to participation in DROP. Retiring members who have not participated in DROP may choose Option 5. Option 5 provides a one-time lump sum payment of up to three years of Regular Maximum benefits, plus a reduced regular monthly benefit for life. Members may choose an Option 5 payment that is less than the maximum three years allowed.

The monthly retirement benefit will be actuarially reduced based on the lump-sum amount withdrawn and the member's age at retirement.

Those who choose Option 5 must be actuarially reduced based on the lump-sum amount withdrawn and the member's age at retirement.

Those who choose Option 5 must also choose a retirement option: Regular Maximum, Option 2, 2A, 3, 3A, 4, or 4A. Option 1 may not be chosen.

The one-time lump-sum distribution may:

- be directly rolled over into an individual retirement account (IRA) or other qualified plan;
- remain in an interest-bearing account at TRSL. The account will earn interest at one-half of one percent less than TRSL's actuarially realized rate of return. There are minimum withdrawal requirements. For information on how retirees make account withdrawals, see the TRSL brochure *withdrawing from Your DROP Account*; an Option 5 account is subject to the same rules.
- be paid directly to the member subject to any state and federal taxes and penalties due. Twenty percent will be withheld for federal income taxes, but this may not be sufficient to pay the taxes due.

How Option 5 works

For example, a 60-year-old member with 18 years of service credit and 55 percent of a year of sick leave credit decides to retire January 1 and to receive an Option 5 lump-sum payment. The member's average salary is \$24,250.

The Regular Maximum retirement allowance would be computed as follows: 18:55 years of service credit times a percentage factor of 2 percent times the average salary of \$24,250 equals \$8,997. The member would divide this annual amount by 12 to determine the maximum monthly benefit of \$750.

By choosing Option 5, the member could receive up to a maximum lump-sum payment of 36 times \$750, or \$27,000.

To find the monthly cost of the one-time payment on the following chart, locate your age (60 in the example) and the corresponding cost per \$1,000 (\$8.45 in the example).

Member cost of Option 5 lump-sum payment

At age shown, this chart shows the amount of monthly benefits is reduced for each \$1, 000 of payment. For example, 50-year-old members who receive \$10,000 have their benefits reduced \$75 a month for life.

35 - \$ 6.90	53 - \$ 7.71	72 - \$11.18
36 - 6.93	54 - \$ 7.80	73 - \$11.54
37 - 6.95	55 - \$ 7.89	74 - \$11.93
38 - 6.98	56 - \$ 7.98	75 - \$12.35
39 - 7.01	57 - \$ 8.08	76 - \$12.79
40 - 7.04	58 - \$ 8.20	77 - \$13.27
41 - 7.07	59 - \$ 8.32	78 - \$13.79
42 - 7.11	60 - \$ 8.45	79 - \$14.34
43 - 7.14	61 - \$ 8.59	80 - \$14.92
44 - 7.19	62 - \$ 8.74	81 - \$15.55
45 - 7.23	63 - \$ 8.91	82 - \$16.22
46 - 7.28	64 - \$ 9.09	83 - \$16.93
47 - 7.33	65 - \$ 9.28	84 - \$17.70
48 - 7.38	66 - \$ 9.50	85 - \$18.54
49 - 7.44	67 - \$ 9.72	86 - \$19.45
50 - 7.50	68 - \$ 9.97	87 - \$20.43
51 - 7.57	69 - \$ 10.24	88 - \$21.52
52 - 7.64	70 - \$ 10.53	89 - \$22.70
	71 - \$ 10.84	

The monthly cost to withdraw \$27,000 would be \$8.45 times 27, or \$228. The monthly cost to withdraw \$10,000 would be \$84.50.

The \$228 would be subtracted from the \$750 monthly benefit to determine the actuarially reduced monthly benefit. Therefore, \$750 minus \$228 equals \$522. The member's new lifetime maximum monthly benefit would be \$522. The member then would have to choose one of the various retirement options (Regular Maximum, 2, 2A, 3, 3A, 4, or 4A) which will be used to finalize the lifetime retirement benefit.

NOTE: Any member who chooses an Option 5 payment equal to 85 percent or more of his/her maximum possible lump-sum payment will not be able to withdraw the payment until the retirement benefit is finalized.

Members should carefully consider the fact that the monthly benefit reduction due on the Option 5 lump-sum payment is permanent. Members should look carefully at the reduced benefit they will receive after taking an Option 5 lump-sum payment to be sure they are not reducing their benefit to the point they will not be able to meet future financial obligations.

Before choosing Option 5, get a benefit estimate!

The decision to take an Option 5 lump-sum payment at retirement, like all decisions concerning retirement, is a serious one and should be made with the greatest care.

The first thing anyone considering an Option 5 payment should do is get an estimate to see how Option 5 would reduce their monthly retirement benefits.

To get an estimate, members must complete an Estimate Request (Form 10) and have their employers complete the Employment History Certification (Form 6).

Members will also have to specify exactly how much they want to receive as an Option 5 lump-sum advance payment and the exact date they plan to retire, in addition to supplying their names, addresses, Social Security numbers, and the names and ages of their beneficiaries, if any.

Applying for DROP

A member must submit a fully completed Application for Deferred Retirement Option Plan (Form 11F), which must be signed by the employer and must be witnessed.

Faxes and copies will not be accepted.

Although the employer must sign the application, the decision to enter DROP is the member's decision, and the employer's permission is not needed.

The DROP application requires selection of a DROP participation period (the period of time during which the member will participate in DROP), an option beneficiary, and DROP account beneficiary(ies). The DROP account beneficiaries are the persons named by the DROP participant to receive the money deposited in the DROP account should the participant die while there are still funds in the DROP account.

Members considering DROP should be certain they thoroughly understand the plan before beginning participation.

The decision to participate is irrevocable. Members cannot change their minds once participation begins.

Also required is selection of a final retirement benefit plan option, which may include naming an option beneficiary, which is a person selected to receive a survivor benefit in the event of the participant's death. The retirement benefit to be received by the option beneficiary depends on the retirement benefit plan option selected by the participant.

The retirement benefit plan option chosen will be used to calculate the final retirement benefit as well as DROP deposits.

This selection of a retirement benefit plan option can never be changed.

The effective date for participation in DROP will be the date a properly executed DROP application is filed with TRSL or the stated effective date on the properly executed application, whichever is later.

An Affidavit of Plan Election (Form 11E) will be sent to DROP participants to select a retirement benefit plan option. This affidavit must be notarized and returned to TRSL within 90 calendar days of the member's receipt of the retirement affidavit or within 90 calendar days after the DROP effective date whichever is later. The selection of this retirement benefit plan option is irrevocable.

All employers must certify years of service credit, salary, and days of unused annual and unused sick leave before the DROP deposit can be finalized.

Members should apply for DROP up to six months in advance. Members may enter DROP as soon as they are eligible. DROP participation may begin or end any day of the month, and members do not have to wait for the beginning or end of a school year to enter DROP.

TRSL reserves the right to adjust the beginning and ending dates of DROP participation in order to comply with the DROP law. Notice of such adjustments will be sent to the member and the current employer.

When an applying member chooses a beneficiary that is not his/her spouse, or leave the spouse less than 50 percent of his or her DROP account, a notarized Deferred Retirement Option Plan or Option 5 Spousal Consent (Form 11G-1) must be submitted to TRSL. This form should accompany the DROP application.

All purchases of service credit and transfers of service credit must be completed before beginning DROP participation. No purchases will be permitted during DROP or during any periods of continued employment following DROP.

The amount of the retirement benefit deposited during DROP is determined by the member's average compensation during the years of service before DROP, years of service credit, and the retirement benefit plan option selected.

The average compensation is based on the member's highest three years of consecutive earnings and is limited to a three-year period during which the member received no more than three years of TRSL eligibility credit. There are restrictions on how a member's salary increases are used to calculate the average compensation. The average compensation used to calculate the retirement benefit at the time a member begins participation in DROP will never change, even if the member continues to work after DROP and earns additional service credit.

Unused annual and sick leave are not used in calculating the benefit deposited in the DROP account. Unused leave that is eligible for retirement credit will be used to increase the final retirement benefits when the member completes DROP and terminates employment.

Those members who were still working on January 1, 1996, or later, receive credit for unused sick and annual leave earned during DROP just as they would for leave earned any other time in their career.

The DROP Participation Period

The decision to participate

Members must specify the consecutive period of time during which they intend to participate in DROP. Once participation in the plan begins, **the decision to participate is irrevocable.** That is, once participation begins, a member cannot change his or her mind. This time period may continue for no more than two or three consecutive years, depending on which plan the member is eligible for, and may not be extended at any time for any reason.

Members should be aware that salary adjustments received while they are in DROP will not affect their retirement benefits unless they work three or more years after completing DROP participation. **(If a participant works three years or more after DROP, the new average compensation will not increase the benefit calculated for service credit gained before DROP.)** Also, DROP participants are not eligible for cost-of-living adjustments granted retirees during DROP participation or during any period of continued employment after DROP.

Participants will become eligible to receive future cost-of-living increases one year following termination of employment.

Getting out of DROP

Members can get out of DROP only under the following conditions:

- Voluntary termination, in which the member terminates employment and opts out of DROP;
- Involuntary termination, in which the member is terminated by the employer and is not immediately reemployed with no break in service by an agency eligible to report to TRSL; or
- Death of the participating member. If a member dies within 30 days of being in DROP, it is treated as an active member death. When a DROP participant dies more than 30 days after the effective date of DROP participation but before TRSL receives the Affidavit of Plan Election (Form 11E), the surviving spouse will receive benefits under the Option 2 Retirement Plan-the maximum benefit which may be provided for a spouse.

In all cases, a Termination of Employment at the End of DROP Participation (Form 11H) must be submitted to TRSL by the employer.

Changing jobs while in DROP

A member can change jobs while in DROP provided the new position is with an agency eligible to report to TRSL, and there is no break in service. For example, a member who was teaching in a school could take a job in a college, school board office, or state agency eligible to report to TRSL.

Voting in TRSL board elections

DROP participants vote as active members for their appropriate representatives on the TRSL Board of Trustees until terminating employment and becoming eligible to vote as TRSL retirees.

Leave during DROP

As long as a participating member is employed in an eligible position, they may continue to participate in DROP even if they are paid or unpaid leave from that employer.

Working after DROP

A DROP participant who has not submitted a Termination of Employment at the end of DROP Participation (Form 1111) will be automatically reenrolled in TRSL on the day following the last day of

DROP participation. If a DROP participant continues working for a school or agency eligible to report to TRSL after the end of DROP, DROP account

withdrawals are not permitted. Employer and employee contributions to TRSL resume during this period of continued employment, even if for only one day. These contributions are not refunded to the member.

NOTE: Members with 40 or more years of service credit entering DROP on or after January 1, 1998, will not earn any service credit by working after DROP. Therefore, any increases in salary received after DROP do not affect their final retirement benefit, no matter how long they work.

- **If employment continues for less than three years,** the retirement benefit received

upon termination of employment will be determined by the benefit the member would have received if he/she had not continued working, which includes computation of leave accumulated before entering DROP, plus an additional benefit which will include additional service earned after DROP and conversion of unused annual and sick leave earned during

DROP participation and during the period of additional employment. This additional benefit will be calculated using the same average compensation used to determine the benefit deposited during DROP and the age of the member and the member's beneficiary at the time of retirement.

- **If employment continues for three years or more,** the final retirement benefits will include the retirement benefits the member would have received if he/she had not continued working, which includes computation of leave accumulated before entering DROP, plus an additional benefit which will include additional service credit earned after DROP and conversion of unused annual and sick leave earned during DROP participation and during the period of additional employment.

Only this additional benefit will be calculated using the average compensation from the period of employment after DROP, even if the new average compensation is less than the average compensation from the period before DROP.

Return-to-work restrictions

Return-to-work restrictions apply to DROP and Option 5 retirees who return to work after terminating employment. These restrictions do not apply to DROP participants who continue working without a break in service.

DROP and Option 5 participants who retire July 2, 1998, or later, may return to work under an earnings limit in any position normally eligible for TRSL membership. However, before they can return to work

under the new provisions, such retirees with less than 30 years of service credit must wait 24 months after retirement. Those who retire with 30 or more years of service credit must wait 12 months.

After the waiting period, retirees who participated in DROP or Option 5 can return to work in public education and earn up to one-half of their retirement benefit amount with no penalty. Any amount over one-half of the benefit earned in any one fiscal year will be deducted from their retirement benefit over the next 12 months at the rate of \$1 for each \$1 earned over the limit.

DROP and Option 5 participants who retired on or before July 1, 1998, will have no waiting period and may return to work anytime after July 1, 1998, under the same earnings limit. Those who retire on or after July 2, 1998, must wait the appropriate amount of time before returning to work under the earnings limit.

DROP and Option 5 retirees are also now allowed to return to work in a critical teacher shortage without a reduction of their benefit. To return to work under this provision, they must also have been retired for 24 months, or for 12 months if they have 30 or more years of

service credit. These waiting periods are mandatory for all DROP, Option 5, and regular retirees who return in a critical teacher shortage area. DROP and Option 5 retirees must make unsheltered contributions on all earnings, no matter which return-to-work provision they are employed under.

For purposes of the waiting period, the 30 years of service credit includes all service credit the member received at retirement; for example, sick leave or purchased military service credit. The time the retiree was in DROP does not apply toward the 30-year requirement.

Of course, DROP and Option 5 retirees may also choose to suspend their benefits and return to work at any time.

The DROP Account

The DROP benefit

Deposits to DROP accounts will be made on the first day of each month during participation in the plan. Option 5 deposits will be made on the first day of the month following the date of retirement, or when the benefit is finalized if more than 85% of the maximum Option 5 amount is chosen.

A prorated partial deposit will be made for those who join DROP on a day other than the first day of a month or end DROP on a day other than the last day of a month.

Members may not withdraw funds from the account while participating in DROP, or after DROP participation while continuing to work for an employer eligible to report to TRSL.

Members should submit a Deferred Retirement Option Plan or Option 5 Retiree Withdrawal Method Selection (Form 11J) to TRSL at least 30 days before terminating employment and must indicate how they intend to withdraw the money deposited in the DROP account. Should a participant fail to choose a withdrawal method, or to notify TRSL that employment will continue, TRSL will consider the participant still employed, and no benefit will be payable until official notification of termination of employment on the proper form is received by TRSL.

DROP accounts are subject to all Louisiana laws governing community property, inheritance, and estate matters, and will be administered in accordance with applicable state laws and orders of the court.

Interest earned and applied

After a member's DROP participation ends, the DROP account begins to accrue interest on a tax-deferred basis at one-half of one percent less than TRSL's annual actuarially realized rate of return on investment. The interest accrues whether the member continues employment after DROP or retires.

NOTE: Interest earnings begin accruing the day after DROP participation terminates, but it may be as long as 18 months before the interest earnings are posted to the account.

Interest earned on the DROP accounts during the previous fiscal year (July 1 of one year to June 30 of the next) will be posted upon approval of the interest rate by the Public Retirement Systems' Actuarial Committee. Once posted, statements will be mailed showing the new account balance, including interest.

For example, a member participates in DROP from July 1, 1996, to June 30, 1999. The account begins to earn interest on July 1, 1999. The interest earned from July 1, 1999, to June 30, 2000, will be calculated, compounded monthly, posted to the account in December 2000, and reported to the member in January 2001.

The delay occurs because TRSL does not know the annual actuarial rate of return on its investments for a fiscal year until after the end of that fiscal year. Time is needed to evaluate the performance of TRSL's investments, to prepare financial and actuarial reports, and to determine a rate of return for that year. Interest rates used to compute interest payments on DROP accounts will vary from year to year. No minimum interest rate is guaranteed by TRSL.

Because interest earned by TRSL investments varies from year to year, the total amount available to be withdrawn from a member's DROP account may vary also.

The DROP account statement

DROP account statements are furnished on a quarterly basis. Statement issued during DROP participation reflect all account deposits for a quarterly period. Statements issued after completion of DROP and termination of employment will reflect all account withdrawals for a quarterly period.

Withdrawal method

TRSL staff is available by appointment to discuss the factors members should consider when deciding how to withdraw from their DROP accounts.

Members should be aware that taxes are deferred on the deposited DROP benefits. Taxes are due as funds are withdrawn from their DROP accounts. TRSL reports withdrawals to the Internal Revenue Service at the end of each calendar year. DROP withdrawals must be made in accordance with IRS regulations.

This is a brief summary of withdrawal methods and tax consequences. For more details, consult TRSL's brochure "Withdrawing from Your DROP Account."

Withdrawals will be issued on the fifteenth day of each month and shall be limited to the following methods:

Monthly withdrawals in an amount to be determined by the life expectancy of the participant to last for a period of less than his/her life expectancy. This periodic payment shall not vary from month to month;

Annual withdrawals in an amount to be determined by the life expectancy of the participant or any amount specified by the participant to last for a period of less than his or her life expectancy. This periodic payment shall not vary from year to year. The participant shall select the month in which the annual payment is to be made. Whether monthly or annual, the first payment must be made within the 12-month period immediately following DROP participation and termination of employment. The participant shall select the month in which the annual payment is to be made; and,

A total DROP account balance withdrawal can be chosen at the termination of DROP participation or at any time after monthly or annual withdrawals have begun. Members may have their DROP withdrawal (and retirement benefit) deposited directly to their personal checking or savings accounts via electronic fund transfer to most financial institutions.

Changing the withdrawal method

The participant will have one opportunity each year to change the periodic withdrawal method. At no time may the disbursement from the account to be less than the amount of the period payment originally selected. The participant may make a single withdrawal of all funds in the DROP account at any time following termination of employment, even after periodic withdrawals have begun.

Effect to life-expectancy schedule

According to Internal Revenue Service regulations, periodic withdrawals from the DROP account must be made according to a schedule that exhausts the account within the projected life expectancy of the account holder. Periodic lifetime withdrawals from the DROP account will be made in accordance with the following schedule:

Age when member begins retirement	Number of months for payout or recovery
55 or under	360
55 and one day to 60	310
60 and one day to 65	260
65 and one day to 70	210
70 and one day more	160

Withdrawal changes after death

Should a DROP participant die during DROP participation, the accumulated DROP benefits will be paid to the selected beneficiary(ies).

A spousal beneficiary will select a withdrawal method by submitting a Deferred Retirement Option Plan or Option 5 Beneficiary Request for Withdrawal (Form 11M). The time period for withdrawals may not be longer than that shown on the chart.

A nonspousal beneficiary must either withdraw the total DROP account balance or elect equal monthly or annual payments from the DROP account for a period not to exceed five years. The final withdrawal from the account must be made no later than December 15 of the year in which the fifth anniversary of the death occurs.

Should the participant die without having a beneficiary, the account balance will be paid to the member's estate.

Should a DROP participant die after completing DROP participation and after withdrawals have begun from the account, neither the spousal nor the nonspousal beneficiary will be allowed to change the withdrawal method previously selected by the participant, except for a total DROP account balance withdrawal.

To withdraw the balance from the account the beneficiary must submit a Deferred Retirement Option Plan or Option 5 Beneficiary Request for Withdrawal (Form 11M).

In the event of the death of the spousal or nonspousal beneficiary, any remaining DROP account balance will be paid to the beneficiary's estate.

SOCIAL SECURITY

What is Social Security?

It is a worker-employer-government insurance program, covering retirement, survivors' benefits, disability, and Medicare benefits. Changes are made every year in Social Security.

How much do you pay for Social Security?

Your employer withholds two separate taxes from your paycheck. One is Social Security tax; and the other is Medicare. In 1999, the two taxes total 7.65% of your income up to \$76,600 (6.2% Social Security tax and 1.45% Medicare tax). For higher incomes, you pay 7.65% on \$72,600, plus 1.45 in Medicare taxes on income over \$72,600.

Your employer matches your total amount and sends the total to the Social Security Administration. The stub to your paycheck shows how much was held out to pay the "FICA" (Federal Insurance Contributions Act), the tax deduction from your paycheck for Social Security and Medicare. Here are a few examples:

<u>Annual Earnings</u>	<u>FICA Payment</u>
\$17,000	\$1,300.50
\$27,000	\$2,065.50

\$72,600	\$5,553.90
\$100,000	\$5,51.20

How much does your employer pay?

Your employer pays the same amount you do, matching dollar for dollar. Since its beginning, Social Security has usually been paid equally by employees and employers. Thus, in 1999, an amount equal to 15.30% of your wages is actually being put aside for Social Security. This sharing of costs by you and your employer makes possible adequate funding of later benefits. (Your employer also pays 100% of some other benefits for you, such as unemployment taxes and workers' compensation insurance.)

Do all workers and employers pay Social Security taxes?

About 95% of American workers and self-employed persons now pay into and may draw benefits from Social Security. When Social Security began in 1937 only 40% of workers were included, and they paid 1% of the first \$3,000 they earned. Gradually, more workers were added, the last big group being newly hired federal employees, added in 1984.

Social Security Funds

Do Social Security taxes go into a general government fund?

No, the money is put into trust funds. The largest, the Old Age and Survivor's Insurance Trust Fund, has tens of billions of dollars in it, invested in government-guaranteed investments and drawing interest.

Government payments for Social Security and Medicare now run about \$615 billion a year.

Is there enough money to pay my benefits when I retire?

Congress and the Social Security Administration figure that the funds are now actuarially sound until well into the beginning of the next century, In 1983, the funds were predicted to run out about 2010, due to the longer life expectancy of Americans and the retirement of the "baby boom" generation. In response, Congress passed a major new Social Security law, which set up a series of increases in the percentage of earnings taxed, and also in the amount to be tax.

The increased taxes have allowed the trust funds to grow. This year and in the years following, the tax is scheduled to stay at 7.65% for the employee and the employer. Remember that Social Security benefits are meant to be a supplement to your own retirement savings.

Survivors' Benefits

Does your spouse receive a benefit if you die?

In some cases, a lump-sum death benefit of \$255 is paid to survivors who are eligible to collect on the primary worker's account.

A survivor who begins collecting at 60 (50 if disabled) receives 71.5% of the primary worker's age-65 benefits. With each year the survivor waits to start collecting, the percentage increases. Eligibility for 100% occurs only if the deceased never collected a reduced retirement benefit. (The age-65 benefit is the amount the worker would have received if he or she had live to age 65.)

A surviving spouse with a child under the age of 16 (or disabled) receives 75% up to the maximum family benefit. Surviving children under 18 also receive 75% up to the maximum family benefit. Full-time high school students receive these benefits until the end of the semester in which they turn 19. A spouse under 60 loses benefits when the child turns 16 (unless the child is disabled), but once again, can receive partial benefits beginning at age 60 or 100% of the age-65 benefit if collection begins at 65.

The average survivor's benefit for a widowed mother and two children in 1999 is about \$1,554 a month.

Disability Benefits

What disability benefits are available?

You may receive benefits whenever you are disabled; it's not only an old-age program. Benefit payments for disability are based on your average earnings. For most disability cases, you must have worked 40 quarters directly preceding the onset of disability. Workers' compensation, if you are eligible for that, may reduce your disability benefits from Social Security. Your spouse and children under 18 benefit as well if you are disabled.

The average monthly benefit for a disabled worker and family in 1999 is about \$1,217. (For the disabled worker alone, it is about \$733.)

How does the Social Security Administration define disability?

You are disabled if you have a physical or mental condition(s) that prevents you from engaging in any substantial gainful work and the condition is expected to last for 12 months or more or to result in death. Medical proof is necessary to show your inability to work.

How do you receive disability benefits?

Contact your local Social Security office for procedures. You must file an application indicating sources of evidence of your disability. Your local Social Security office can supply information by phone, mail, or in person. The application can be handled by the family or hospital, if the disabled person cannot accomplish it.

If you are receiving disability benefits, may you work part-time?

Yes, you can earn some money and still receive full benefits, but since the amount you can earn and how much disability you have must be considered, contact your local Social Security office for details on your case.

Medicare

Who is eligible for Medicare?

Almost everyone over 65 receives hospital and medical benefits from Medicare. You are eligible for Medicare whether you receive Social Security retirement benefits or not and whether you are retired or still working. If you are still working you must apply by contacting your Social Security office. Retirees receiving Social Security are informed and covered automatically.

What are Medicare's benefits?

Medicare has two basic programs. Part A, a basic hospital insurance plan, will pay for much of

the cost of hospitalization and a skilled nursing facility, and some care when you leave the hospital. Part B, a supplementary program, pays part of your doctors' bills and other medical expenses. If you apply for Social Security, you will automatically receive a Medicare health insurance card by mail and will be informed of your benefits. You have to take the hospital insurance (part A) to receive the supplementary program (Part B).

Under both parts of the Medicare program there is a deductible amount that you pay first; Medicare then pays much of the rest of approved costs.

Starting in 1999, Medicare will offer additional health plan choices that include new preventive health benefits and patient coverage. The new benefits are offered under a supplementary policy, Medicare Managed Care Plans, or Fee-for-Service plans. The benefits are offered for additional monthly premiums.

For more information about Medicare and the new benefits offered, contact your Social Security office, the carrier that processes claims for your area, or call **1-800-772-1213**. Or you can visit Medicare's Web site at www.medicare.gov.

Retirement Benefits

At what age may you retire and begin to receive Social Security?

The exact day you can retire with full benefits varies depending on the year you were born (see following chart). The age for full benefits will rise gradually to 67 in 2027.

Birth Year	Full Retirement Age
1937	65

1938-1942	65+two months per year after 1937
1943-1954	66
1955-1959	66+two months per year after 1954
1960+	67

If you retire before your full retirement age, your benefits will be permanently reduced because of the longer period of anticipated retirement. For example in 1999, if you retire at 62 your benefits will be 80% of what you would have received if you were 65. If you retire at 63, your benefits will be about 87%; if you retire at 64 your benefits will be about 93% as much. If you choose early retirement, the percentage of reduction of your benefits will be consistent for all of your retirement years.

If you continue to work for wages past your full retirement age, however, and do not receive a Social Security check, your benefits upon retirement will increase for each year worked, up to age 70, For people age 65 in 1999 these benefits increase by 5.5%. For example, if you retired at 65 with monthly benefit of \$780, but you went on working at 66 would be \$822.90 a month. The benefits over the years so that by 2008 each year worked beyond age 65 will increase your benefits by 8%.

How is the amount of your benefit payment figured?

It is based on the amount that you and your employers have paid into Social Security. You earn a credit for Social Security benefits for each quarter (3-month period) that you work, earn at least \$740, and pay FICA taxes. You don't lose credits if you change jobs or have gaps in employment.

You need 40 quarters (10 years) of coverage to be eligible for Social Security retirement or disability benefits. To qualify for disability payments, you have to have at least 20 eligible quarters in the 10 years before you are disabled.

How can you find out how much you have paid into your account?"

Social Security recordkeeping is among the largest computerized operations in the world. If you are 60 to 65 years old, your local Social Security office can plug into the computer and tell you in a few minutes what you have paid in, how many quarters you are credited with, and what you are estimated to be eligible to receive. The Social Security office has Teleclaim service, too, so that you can telephone for this information and obtain it in a few minutes. If you are under 60, you must send in Form SSA-7004-PC. You can obtain one by writing or visiting a Social Security office.

Because of the lifelong accumulation of your Social Security account, it is important that when you change your name-as when a woman marries-you notify the Social Security office. If you change jobs, it is also a good idea to check on your account. In fact, it is a good idea to check on your account every other year. It is difficult to correct a mistake after three years.

When do you apply for Social Security benefits?

You should apply about three months before you expect to retire, or three months before you expect to retire, or three months before your 65th birthday if you plan to continue working. If you apply after your 65th birthday, however, back payments for only up to six months will usually be made.

How do you apply?

Call your local Social Security office for an appointment and instructions. (Applications are not sent by mail.) You will need to show your Social Security number; your Social Security card is

the best proof, but other written sources are acceptable if that is missing. You will need to show proof of age; most people have a birth certificate or a baptismal certificate (recorded before the age of five). Only if you cannot obtain these, a school record, draft card, or similar proof will be accepted. You will also need to show proof of work for the last two years, usually by showing your W-2 forms.

Where do you find the local Social Security office?

In your phone book, find the “Government & Municipal Guide,” usually in the blue pages. Look under “United States Government, Health and Human Services, Social Security Administration.” It will give the address of your local office.

Employees of the local Social Security office are very willing to assist you with applications, requirements, computerized figures, and answers to any other questions you may have.

When do benefits begin?

If you retire in the middle of a year, you will receive your first Social Security retirement check at the end of the first month after you retire, assuming you have made proper application. The amount you receive will have nothing deducted for earnings already received that year, so you begin at once at your full monthly amount.

You may have your Social Security checks sent to your home or directly deposited in your bank account. Under the direct deposit option, checks are sent directly to the checking or savings account, credit union, or other financial institution that you choose. To request direct deposit, call 1-800-772-1213 and have your bank account number available. Direct deposit of your Social Security check is safe and convenient. Be sure, however, that the Social Security Administration is notified of any change in your home address so that you will receive all notices regarding your home address so that you will receive all notices regarding your benefits.

How much money do retirees usually receive?

Each retiree is different, but in 1999 the retirement payments should average about \$780 a month for an individual and about \$1,310 a month for a couple both receiving payments.

Your average yearly earnings are computed by complex formulas that generally take account of how much you and your employers have paid over a 35-year period into the Social Security on,” and only in recent years has the Social Security base amount been near the full amount of earnings. For example, a person who began work in 1953 paid 1.5% on a maximum of \$3,600 of earnings (\$54), although he or she may have earned much more than that. The maximum wage earner would probably have paid into the account about \$54,000 over the years, and the employer would have paid the same.

Here are examples of approximate retirement benefits in 1999:

Average monthly benefits

if single \$780
if married \$1,310

Maximum monthly benefits

if single \$1,310

If you have a dependent child, you will receive an additional one-half the single worker’s benefit. There is a maximum family benefit for other children or dependent parents.

If both spouses have worked, they have the choice of taking their individual retirement benefits or the couple’s, whichever figure is larger. Since the spouse’s benefit can be one-half the primary worker’s benefit, it is sometimes more advantageous for a couple to take the two individual benefits and sometimes better to take the couple benefit, that is, the primary worker’s benefit plus half of that amount for the spouse’s benefit.

Example:

Spouse A benefit (primary worker) \$700
Spouse B benefit 300

This couple would do better to ignore Spouse B’s benefit and take Spouse A’s benefit of \$700 plus the \$350 benefit to which Spouse B is entitled.

Contact your local Social Security office to obtain the exact figures for your benefits.

Do Social Security benefits rise with inflation?

Yes. The United States Congress in 1975 was so disturbed by the high inflation rate that it passed a law that made Social Security benefits rise automatically with inflation. This adjustment is called COLA (Cost of Living Adjustment). The COLA for the next year is the rate of inflation - based on the Consumer Price Index - in the third quarter of the previous year (July to September); it is announced in October and begins in January. In 1998, the COLA for 1999 was set at 1.3%. (For 1998, there was a 2.1% rise, and for 1997 a 2.9% rise.)

If you work part-time after you retire, is your benefit reduced?

If you earn enough, your additional wages will reduce your Social Security benefit. A limit, called

the “exempt amount,” is set each year. If you earn more than that, your benefits will be reduced.

In 1999, you will lose \$1 of Social Security for every \$2 earned above \$9,600 if you are under 65 and otherwise eligible for benefits. If you earned, for example, \$10,000, you will lose \$200 in benefits.

Between the ages of 65 and 69 you will lose \$1 of Social Security for every \$3 earned above \$15,500. For example, earnings of \$17,000 would result in a loss of \$500 in benefits.

There is no limit for workers over 70. They can earn as much as they want without having their benefits reduced. The exempt amount is figured yearly to correspond to average wage levels.

Do former spouses benefit when you retire?

If you were married at least 10 years, your ex-spouse could be entitled to retirement as well as disability and widow(er)'s benefits. To qualify, former spouses must generally not remarry (although your ex-spouse can remarry after age 60 and remain qualified to collect widow(er)'s benefits if you die), must meet certain age requirements, and must not exceed limits on entitlement based on their own work. Your remarriage has no effect on your ex-spouse's right to benefits, and it is possible for more than one ex-spouse to benefit simultaneously. These payments will not affect payments made to you or your current spouse.

How many Americans receive Social Security payment?

More than 43 million Americans receive retirement or disability benefits, and about 137 million workers pay Social Security taxes. In addition, Medicare hospital insurance covers about 30 million Americans over 65.

Other Benefit Programs

Other government benefits besides Social Security include Supplemental Security Income, unemployment insurance, food stamps, child support enforcement, family and child welfare services, workers' compensation, veterans' benefits, black lung benefits, railroad workers' retirement, government employees' retirement, help for the blind, and some other special programs. Some are cooperative programs with state governments. Many are administered by state public-assistance officers.

For information on these other benefit programs, consult the government section of your phone book, call the local Social Security office, or ask at your local library for the most recent Social Security Handbook.

More Information

Up-to-date information on Social Security may best be obtained at the local Social Security Administration office, which handles human services of many kinds. The Social Security Administration's toll-free phone number is 1-800-772-1213. This number is in operation from 7 a.m. to 7 p.m. on business days. The least busy times to call are from 7 a.m. to 9 a.m. and from 5 p.m. to 7 p.m. or log onto the Social Security Administration's Web site at <http://www.SSA.gov>.

Medicare

(SSA Publication Nos. 05-10043,05-10072)

The Social Security credits you earn also count toward eligibility for Medicare when you reach age 65. You may be eligible for Medicare at an earlier age if you are entitled to disability benefits for 24 months or more. Your dependents or survivors may also be eligible for Medicare at age 65 or if they are disabled.

People who need kidney dialysis or a kidney transplant for permanent kidney failure may be eligible for Medicare at any age.

Medicare has two parts: hospital insurance (Part A) and medical insurance (Part B). People over age 65 and those who have been getting disability for two years are automatically qualified for Medicare. All others must file an application. Part A is paid for by a portion of the Social Security tax of people still working. Part B is paid for by monthly premiums of those who are enrolled and from general revenues.

HOSPITAL INSURANCE (Medicare Part A)

Hospital Benefits

If inpatient hospital care is needed, hospital insurance helps pay for up to 90 days in a Medicare-participating hospital during each benefit period. During days 1 to 60 hospital insurance pays for all covered services except for a deductible. For days 61 to 90, all covered services are paid for except for a daily coinsurance amount for which the beneficiary is responsible after the deductible is met.

If you are out of the hospital for at least 60 consecutive days and then go back in, a new 90 day benefit period begins and another deductible is due.

If you need more than 90 days of inpatient care during any benefit period, you can use some or all of your 60 reserve days, however, you only have 60 reserve days in your lifetime.

Skilled Nursing Facility Care

You may qualify for inpatient skilled nursing or rehabilitation services after a hospital stay if you meet certain conditions. Hospital insurance helps pay for up to 100 days in a Medicare-participating skilled nursing facility in each benefit period. For the first 20 days hospital insurance pays for all covered services and pays all covered services except for a daily coinsurance amount during the next 80 days.

NOTE: Medicare does not pay for custodial care (i.e. help with walking, dressing, eating) when it is the only kind of care you need because it is care that can be given by someone with no medical skills.

Home Health Care

Medicare can pay the full approved cost of home health visits from a Medicare-participating home health agency if you are confined to your home and meet other criteria. The number of visits allowed is unlimited. If one or more of the covered services is necessary, hospital insurance also covers part-time or intermittent services of home health aides, occupational/physical therapy, Medical social services, and medical supplies and equipment. A 20 percent copayment applies to durable medical equipment such as wheelchairs and hospital beds covered by hospital insurance.

MEDICAL INSURANCE BENEFITS (Medicare Part B)

Medicare medical insurance helps pay for doctor's services as well as many medical services and supplies that are not covered by the Part A of Medicare, such as ambulance services, outpatient hospital care and x-rays.

Before Medicare medical insurance begins paying for covered services, you must meet its annual deductible. Each year, after you meet the deductible, Medicare will generally pay 80 percent of the approved charges for covered services during the remainder of the year.

WHAT MEDICARE DOES NOT COVER

Medicare provides basic protection against health care costs, but does not cover all your medical expenses nor does it cover the cost of most long-term care.

The following are examples of what Medicare does not pay for:

- Custodial care
- Most nursing home care
- Dental care and dentures
- Routine checkups and the tests directly related to these checkups (except for some screening, Pap smears, and mammograms)
- Most immunization shots (Part B helps pay for flu and pneumonia shots)
- Most prescription drugs

- Routine foot care
- Services outside the U. S.
- Tests for, and the cost of, eyeglasses or hearing aids and personal comfort items, such as a phone or TV in your hospital room

HOW CLAIMS ARE PAID

Claims are processed by an insurance company or other organization under contract with the government, such as Blue Cross/Blue Shield. Hospital charges to be paid by Medicare are billed to that organization. Doctors and other suppliers of covered medical services may submit

charges directly to the organization by “taking an assignment” A doctor or supplier who takes assignment may not charge more than the amount Medicare recognizes.

If the doctor does not take an assignment, you can submit the bill yourself, or the doctor may send the claim to the Medicare agency without taking an assignment. Some charges may be higher than the standards established by Medicare. Because your benefit payment will be based on the standard, you will have to pay any difference.

If you are age 65 or over and still working, and if your employer has 20 or more employees, you are entitled to the same employer-sponsored healthcare benefits offered to younger employees. In this case, Medicare pays only with respect to charges not covered by your employer’s plan. These rules apply to your spouse age 65 and over if you are working, regardless of your age. These rules also apply to disabled beneficiaries who are covered under an employer healthcare plan as a “current employee” and to disabled family members of an employee (but only if the employer has 100 or more employees).

Medicare is also the secondary payer when medical care can be paid for under any liability policy, such as automobile insurance.

CLAIM NUMBER

When you become eligible for Medicare benefits, you will receive a card containing your claim number. This is a Social Security number, plus a letter. This number is very important to keep because no claim will be paid without it. The card is the best evidence that you are covered.

FOR MORE INFORMATION

The two parts of Medicare are designed to help pay for different kinds of health care costs. Some kinds of health care are not covered by Medicare. Specific information about Medicare costs, deductibles and coinsurance rates can be attained by calling Social Security.

Recorded information about Social Security coverage is available 24 hours a day, including weekends and holidays, by calling Social Security's toll-free number, **1-800-772-1213, or 1-800-325-0778** (between 7 a.m. and 7 p.m. on business days), their "TTY" number for the hearing impaired. Service representatives are available between the hours of 7 a.m. and 7 p.m. on business days. The lines are usually busiest early in the month and early in the week, so, it is best that you call at other times. Whenever you call, have your Social Security number available.

You can also reach the Social Security Administration on the Internet at <http://www.ssa.gov> to access Social Security information.

The Social Security Administration treats all inquiries confidentially whether they are made to the toll-free numbers or to one of their local offices.

TITLE 23

CHAPTER 10. WORKER'S COMPENSATION

Section 1021. Terms Defined

As used in this Chapter, unless the context clearly indicates otherwise, the following terms shall be given the meaning ascribed to them in this section:

1. "Accident" means an unexpected or unforeseen actual, identifiable, precipitous event happening suddenly or violently, with or without human fault, and directly producing at the objective findings of an injury which is more than simply a gradual deterioration or progressive degeneration.
2. "Brother" and "sister" includes step-brothers, and stepsisters, and brothers and sisters by adoption.
3. "Child" or "children" covers only legitimate children, stepchildren, posthumous children, adopted children, and illegitimate children, acknowledged under the provisions of Civil Code Articles 203, and 205.
4. "Dependent" means the person or persons to whom under the provisions of Part II compensation shall be paid upon the death of the injured employee.
5. "Independent contractor" means any person who renders service, other than manual labor, for a specified recompense for a specified result either as a unit or as a whole, under the control of his principal as to results of his work only, and not as to the means by which such result is accomplished, and are expressly excluded from the provisions of this Chapter, unless a substantial part of the work time of an independent contractor is spent in manual labor by him in carrying out the terms of the contract.

6. "Injury and "personal injuries" include only injuries by violence to the physical structure of the body and such disease or infections as naturally a result therefrom. These terms shall in no case be construed to include any other form of disease or derangement, howsoever caused or contracted.
7. "Wages" means average weekly wage at the time of the accident. The average weekly wage shall be determined as follows:
 - a. Hourly wage - If the employee is paid on an hourly basis and the employee is employed for forty hours or more, his hourly wage rate multiplied by the average annual hours worked in the four full weeks preceding the date of accident or forty hours, whichever is greater.
 - b. Monthly wages - If the employee is paid on a monthly basis, his monthly salary multiplied by twelve and divided by fifty-two.

Section 1035. Employees Covered

1. The provisions of the Chapter shall also apply to every person performing services arising out of and incidental to his/her employment in the course of his/her own trade, business, or occupation, except that the bona fide president, vice-president, secretary, and treasurer of a corporation who owns not less than ten percent of the stock therein, or a partner with respect to a partnership employing him, or a member of a limited liability company as defined in R. S. 12:1301 (A) (13) who owns not less than a ten percent membership interest therein, or a sole proprietor with respect to such sole proprietorship may by written agreement elect not to be covered by provisions of this Chapter.
2. There is exempt from coverage when this chapter all labor, work, or services performed by any employee of a private residential householder in connection with the private residential premises of such householder or any employee of a private unincorporated farm, in connection with cultivating the soil, or in connection with raising or harvesting of any agricultural commodity, ...

Section 1035.1. Extraterritorial Coverage

1. If an employee, while working outside the territorial limits of this state, suffers an injury on account of which he/she, or in the event of his/her death, his/her dependents, would have been entitled to the benefits provided by this Chapter had such injury occurred within this state, such employee or in the event of his/her death resulting from such injury his/her dependent, shall be entitled to the benefits provided by this Chapter, provided that at the time of such injury;

- a. His/her employment is principally localized in this state
 - b. He/she is working under a contract of hire made in this state.
2. The payment or award of benefits under the worker's compensation law of another state, territory, province, or foreign nation to an employee or his/her dependents otherwise entitled on account of such injury or death to the benefits of this Chapter shall not be a bar to a claim for benefits under this act; provided that claim under this act is filed within the time limits set forth in R.S. 23:1209 if compensation is paid or awarded under this act.
- a. The medical and related benefits furnished or paid for by the employer under such other worker's compensation law on account of such injury or death shall be credited against the medical and related benefits to which the employee would have been entitled under this Act had claim been made solely under this Act:
 - b. The total amount of all income benefits paid or awarded the employee under such other worker's compensation law shall be credited against the total amount of income benefits which would have been due the employee under this Act, had the claim been made solely under this Act;
 - c. The total amount of death benefits paid or awarded under such other worker's compensation law shall be credited against the total amount of death benefits due under this Act.
3. "Worker's Compensation Law" included "Occupational Disease Law." Added Acts 1975, No. 583 Section 4, effective September 1, 1975.

Section 1202. Maximum and Minimum Amounts Payable

1. The maximum compensation to be paid under this Chapter for injuries occurring on or after September 1, 1975, and on or before August 31, 1976, shall be eighty-five dollars per week and a minimum compensation shall be twenty-five dollars per week; and for injuries occurring on or after September 1, 1976, and on or before August 31, 1977, the maximum weekly compensation to be paid under this Chapter shall be ninety-five dollars per week and the minimum compensation shall be thirty dollars per week. For injuries occurring on or after September 1, 1977, and before July 1, 1983, the maximum weekly compensation to be paid under this Chapter shall be sixty-six and two-thirds percent of the average weekly wage paid in all employment subject to the Louisiana Employment Security Law, and the minimum compensation shall be not less than twenty percent of such wage, said maximum and minimum to be computed to the nearest multiple of one dollar.

2. For injuries occurring on or after July 1, 1983, the maximum weekly compensation to be paid under this Chapter shall be seventy-five percent of the average weekly wage paid in all employment subject to the Louisiana Employment Security Law, and the minimum compensation for total disability shall be not less than twenty percent of such wage, said maximum and minimum to be computed to the nearest multiple of one dollar. There shall be no minimum compensation for benefits payable pursuant to R. S. 23:1221(3) or (4).

3. For the purposes of this Chapter, the average weekly wage in all employment subject to the Louisiana Employment Security Law shall be determined by the Administrator of the Louisiana Employment Security Law on or before August first of each year as of the quarter ending immediately preceding March thirty-first of each year. The average weekly wage so determined shall be applicable for the full period during which compensation is payable when the date of occurrence of injury falls within the twelve-month period commencing September First following the determination.

Section 1203. Duty to Furnish Medical Expenses, Prosthetic devices; other Expenses

- A. In every case coming under this Chapter, the employer shall furnish all necessary drugs, supplies, hospital care and service, medical and surgical treatment, and any non-medical treatment recognized by the laws of this state as legal, and shall utilize such State, Federal, Public, or Private Facilities as will provide the injured employee with such necessary services, medical care, services, and treatment may be provided by out-of-state providers or at out-of-state facilities when such care, services, and treatment are not reasonably available within the State or when it can be provided for comparably costs.
- B. The obligation of the employer to furnish such care, services, treatment, drugs, and supplies, whether in state or out of State, is limited to the reimbursement determined to be the mean of the usual and customary charges for such care, services, treatments, drugs, and supplies, as determined under the reimbursement schedule annually published pursuant to R. S. 23:1034.2 or the actual charge made for the service, whichever is less. Any out-of-state provider is also to be subject to the procedures established under the office of Worker's Compensation Administration utilization review rules.
- C. The employer shall furnish to the employee the necessary cost of repair to the replacement of any prosthetic device damaged or destroyed by accident in the course and scope and arising out of such employment, including but not limited to damage or destruction of eyeglasses, artificial limbs, hearing aids, dentures, or any such prosthetic devices

whatsoever.

D.

E.

Section 1209. Prescription; Timeliness of Filing; Dismissal for Want of Prosecution

A. In case of personal injury, including death resulting therefrom, all claims for payments shall forever barred unless within one year after the accident or death the parties have agreed upon the payments to be made under this Chapter, or unless within one year

after the accident a formal claim has been filed as provided in subsection B of this Section and in this Chapter. Where such payments have been made in any case the limitations shall not take place effect until the expiration of one year from the time of making the last payment,

B.

C.

D.

Section 1210. Burial Expenses: Duty to Furnish

In every case of death, the employer shall pay or cause to be paid, in addition to any other benefits allowable under the provisions of this Part, reasonable expenses of the burial of the employee, not to exceed five thousands dollars (\$5000).

Section 1231. Death of Employee; Payment to Dependents; Surviving Parents

A. For injury causing death within (2) years after the last treatment resulting from the accident, there shall be paid to the legal dependent of the employee, actually and wholly dependent upon his earnings for support at the time of accident and death, a weekly sum as provided in this subpart.

1. If the employee leaves legal dependents only partially actually dependent upon his earnings for support at the time of the accident and death, the weekly compensation to be paid shall be equal to the same proportions of the weekly payments for the benefit of persons wholly dependent as the amount contributed by the employee to such partial

dependents in the year prior to his death bears to the earnings of the deceased at the time of the accident.

2. However, if the employee leaves no legal dependents entitled to benefits under any state or federal compensation system, the sum of \$20,000.00 shall be paid to each surviving parent of the deceased employee, in lump sum, which shall constitute the sole and exclusive compensation in such cases.

Section 1233. Death or Marriage of Dependent; Age Limit of Minor Dependent

Weekly payments to surviving spouse shall continue until the death or remarriage of such surviving spouse. In the case of marriage of a surviving spouse two (2) years of compensation payments shall be payable in one (1) lump sum.

Weekly payments to surviving child, physically or mentally incapacitated from earning, shall continue as long as such incapacity exist.

Weekly payments to a minor dependent child, who is not mentally or physically incapable of wage earning, shall terminate when he/she dies, marries, reaches the age of eighteen years, or, if enrolled and attending as a full-time student in any accredited educational institution, until he/she ceases to be so enrolled and attending or reaches the age of twenty-three years.

Weekly payments for all other dependents as determined in subpart D of the Chapter shall continue as long as their dependency shall exist or shall terminate upon their deaths.

Section 1236. Payments to Employee Before Death; Effect On Payments To Dependents

Where payments of compensation have been made to the employee before his/her death, the compensation for dependents as provided for in this subpart shall begin on the date of the last such payments.

Section 1251. Persons Conclusively Presumed Dependents

The following persons shall be conclusively presumed to be wholly and actually dependent upon the deceased employee:

- (1) A surviving spouse upon a deceased spouse with whom he/she is living at the time of the accident or death.
- (2) A child under the age of eighteen years (or over eighteen years of age, if physically or mentally incapacitated from earning) upon the parent with whom he is living at the time of the injury of the parent, or until the age of twenty-three if enrolled and attending as a full-

time student in any accredited educational institution.

TAX DEFERRED ANNUITY

What is a tax deferred annuity? A tax deferred annuity allows an employee to take income out of his/her peak earnings and set it aside to provide additional retirement funds. The concept is that the money is taxed when it is used during retirement, then, employees are normally in a lower tax bracket than when they are working. The amounts the employee defers and the investment earnings on those amounts are allowed to accumulate without being taxed at the time they are set aside or when earnings on them occur. No income tax is paid on the deferred income until it is returned to the employee in installments either at retirement or when he/she withdraws from the plan.

The advantages of a tax deferred annuity are:

1. The employee benefits substantially in terms of tax savings. To the extent that the amount-of the premium is excludable from gross income, it is not subject to withholdings. When the employee takes his/her money out, or at retirement, he/she is generally in a lower tax bracket.
2. The employee has a retirement program which requires no vesting.
3. The program makes a retirement “portable” and the employees are more mobile if they can move from one organization having a deferred annuity plan to another or covered by the same plan.
4. The employee has entered into a program of self-enforced savings thereby helping assure financial security in his retirement years.
5. The employee has several options in withdrawing his/her money either before or after retirement. Options after retirement include 1) lump sum payments, (2) fixed or variable annuities, or (3) annuities lasting from specified periods of time or for the rest of the employee’s life.
6. The employee has a fund from which he/she can draw during sabbatical when he/she may receive less than full salary from the University.

The disadvantages of a tax deferred annuity:

The employee has set aside some of his/her earnings so that it is not available to him/her if he/she needs it. Should he/she have to withdraw from the plan in order to get his/her money, he must pay taxes on it in the year that he/she makes the withdrawal. (This could significantly increase his/her tax for that year).

Eligibility:

Federal income tax laws provide that an employer (educational system, city or state or county government) can enter into arrangements to establish a retirement annuity for his employees which provides for the tax shelter described above. Under the plan, all employees of the organization are eligible to participate. This concept is relatively new for public employees.

UNEMPLOYMENT INSURANCE

1. WHAT IS UNEMPLOYMENT INSURANCE?

It is a program which provides temporary weekly benefits for workers who have lost their jobs through no fault of their own, are able to work, and who have earned sufficient base period wages from covered employers to qualify for benefits (R.S. 23:1529 through R.S. 23:1600 (7)).

2. IS THERE A LAW GOVERNING UNEMPLOYMENT INSURANCE?

Yes. Louisiana Revised Statutes of 1950, Title 23, Chapter 11 covers the law and administration thereof. This law is subject to amendment with each session of the Louisiana Legislature.

3. WHO PAYS FOR UNEMPLOYMENT INSURANCE?

Subject employers only. Usually any employer who has paid \$1500 in wages in any calendar quarter in the current or preceding calendar year or has had one or more employees in each of twenty calendar weeks in either the current or preceding calendar year.

4. DO ALL "SUBJECT" EMPLOYERS PAY THE SAME?

No. Louisiana's law provides an opportunity for employers to earn rates based on their individual experience.

5. HOW IS UNEMPLOYMENT INSURANCE CLAIMED?

The claimant appears in person at one of the local offices to establish a benefit year. He must register for work with the employment service following which his application is taken and recorded on a combined

form, a portion of which is the form 110. He states his reason for separation, last day worked, etc. This application is forwarded to the Administrative Office for Calculation of monetary eligibility which is based on wage records submitted quarterly by his employers. The portion is forwarded to his reported last employer (The claimant must also meet eligibility conditions as per R.S. 23:1600, 1601 and 1602).

6. IS THE EMPLOYER MADE AWARE OF THE CLAIM?

Yes; In many ways. By the 110 Form mailed to the reported last employer. By 152 mailed to all base period employers. By 152 charging benefits to the base period

employers account, and local offices also send some form of correspondence from time to time requesting information, etc.

7. CAN THE EMPLOYER DO ANYTHING ABOUT THE CLAIM?

Yes. But only if there is a valid reason to protest.

8. IS IT OKAY TO LET THE CLAIMANT COLLECT IF HE IS NOT ELIGIBLE? No, because this affects the individual employers and the combined reserve fund and will lead to higher taxes. Besides being wrong, it will reduce the amount of insurance reserves available for eligible claimants.

9. WHAT IS A “MONETARY DETERMINATION”?

A determination that the claimant has “base period wages” sufficient to qualify him for benefits (RS 23:1600 (5)).

10. WHAT IS M.B.A.?

The total regular benefit amount claimant is potentially eligible to receive in one benefit year is the “maximum benefit amount”, which cannot exceed 26 times the weekly benefit amount.

11. WHAT IS MAXIMUM AND MINIMUM WEEKLY BENEFIT AMOUNT?

The minimum amount a person can draw is \$10.00. The maximum amount is either \$181, \$193, \$215, \$247, or \$258 per week, depending upon the balance in the State’s U I Trust Fund and Louisiana Reserves as well as amount earned.

12. WHAT IS A BENEFIT YEAR?

A year commencing on the Sunday immediately preceding the day claimant established his benefit year (files his initial claim). The benefit year ends on Saturday fifty-two (52) weeks later. (R. S. 23:1472 (6)).

13. WHAT IS A BASE YEAR?

The first four of the last five completed calendar quarters immediately preceding the first day of a claimant's benefit year(RS 23:1472 (4)).

14. WHAT IS A "NON-MONETARY DETERMINATION"?

A legally required determination on any issue that can potentially disqualify a claimant from receiving all or part of his UI benefits.

15. WHAT IS A PROTEST?

A written notice to the local office before a non-monetary determination has been issued concerning a claimant's eligibility. Form 77 covering separation is a good example.

16. WHAT IS AN APPEAL?

An appeal is a request for review by the appeals unit of an unemployment insurance claims determination issued by the agency when either an employer or a claimant disagrees with the determination.

17. WHAT IS A ADMINISTRATIVE LAW JUDGE'S DECISION?

The law provides that any party entitled to a notice of determinations may file an appeal within fifteen days. Ordinarily, both claimant and employer receive notice to appear at a "hearing", the purpose of which is to receive direct testimony relative to the specific issue which is stated in the notice. Administrative Law Judges are not permitted to receive hearsay evidence, i.e. if claimant was discharged for punching the foreman in the nose, the Administrative Law Judge will not permit the Human Resources manager's testimony relaying the incident to the Administrative Law Judge as it was given him directly by the foreman or indirectly through a written report to the Human Resources manager. Although it may be costly to employers, it is an absolute must that first line supervisors or those directly related to the incident, be present at the hearing so that they might utilize the law and precedents available to them to aide in rendering a decision. Copies of the decision will be forwarded to interested parties.

18. WHAT IS A BOARD OF REVIEW DECISION?

The Louisiana Board of Review, consisting of five individuals appointed by the Governor, will receive timely appeals from party aggrieved by the Administrative Law Judge's decision. The Board acknowledges appeals and notifies the opposing party. Ordinarily, the Board reaches its decision on the basis of evidence presented to the Administrative Law Judge. No "new" evidence may be introduced, however, the Board may remand the Administrative Law Judge to rehear the case (RS 23:1630-1633; Board of Review Rule No. 125-129).

19. WHAT IS A JUDICIAL REVIEW?

Within 15 days after mailing of the Board of Review's decision, the Administrator, claimant or employer, may file a petition for a review of the Board of Review's decision, with the District Court in the domicile of the claimant. Certified copies of the records, documents and transcript of the testimony taken by the Administrative Law Judge and the Board of Review findings, conclusions and decision must be furnished to the District Court. The Court may, however, order additional evidence to be taken before the Board of Review, in light of this new evidence may modify its facts and return same to the Court who will then render and enter an order in accordance with the mandate of the Court (RS 23:1634). (Appeals of Judicial Court mandates may be taken to the Circuit Court of Appeals as a civil matter.)

20. WHAT IS A BENEFIT RIGHTS INTERVIEW?

When the claimant first appears, claimant registers for work and then establishes a benefit year (initial claim). After filing initial claim, claimant is given printed benefit rights information, shown a BRI video and/or told about his/her benefit rights and responsibilities under the law. Claimant is informed he/she cannot make a claim while ill or unavailable for work and must report all earnings.

LOUISIANA UNEMPLOYMENT INSURANCE CLAIM PROCEDURE

1. Employee leaves employment. If the reason for separation is a disqualifying reason, LDES Form 77 should be sent to Baton Rouge in a timely manner.
2. Former employee goes to the nearest LDES office and registers for work. After registering for work, the claimant files an initial claim for Unemployment Insurance benefits to establish a benefit year. Inform the claimant as to whether or not he/she is “monetarily eligible” to receive Unemployment Insurance benefits.
3. On that same day, the local LDES office sends the claim application to LDES Administrative Office in Baton Rouge and that office will determine if the claimant has “monetary eligibility” for Unemployment Insurance benefits.
4. Also on that same day, the local LDES office sends the Form 110 to the claimant’s last reported employer requesting the date claimant last worked and the reason for claimant’s separation.
5. Approximately five days after receipt of that claim application, the Administrative Office issues a determination of monetary/non-monetary eligibility and sends this determination to the local office. Concurrently, if the claimant is determined to be monetarily eligible, the Administrative Office sends Form 152 to each of the claimants base period employers notifying them of the claimant’s monetary eligibility etc., and of the employer’s right to appeal.
6. The claimant returns for benefit rights interview and is given declaration on claimant monetary eligibility or non-monetary eligibility for Unemployment Insurance benefits. If no issue has been raised by the agency or by the employer through a Form 77, 110, etc., that claimant is eligible for Unemployment Insurance benefits. If an issue does exist, i.e. employer states the reason for separation as a “quit” whereas the claimant states reason for separation

as a lack of work, the local office must review both statements and then make a determination, entitled LDES 385, is then mailed to the claimant and the employer.

7. If either party disagrees with the LDES 385 determination, the following appeals procedures are available (RS 23:1628-34):
 - a. Appeals Tribunal
 - b. Louisiana Board of Review
 - c. State Civil District Court (Parish or County in which claimant resides)
 - d. State Civil District Court of Appeals
 - e. State Supreme Court

Section 1600. Benefit Eligibility Conditions

1. Claimant has made a claim for benefits in accordance with the provisions of law.
2. Claimant has registered for work and thereafter has continued to report at an employment office in accordance with such regulations as the Administrator may prescribe.
3. Claimant is able to work, and is available for work.
4. Claimant has been unemployed as prescribed by law.
5. Claimant has during his/her base period been paid wages for insured work equal to not less than thirty times his/her weekly benefit amount. For the purposes of this subsection, wages shall be counted as “wages for insured work” for benefit purposes with respect to any benefit year only if said benefit year begins subsequent to the date on which the employing unit, through which such wages were paid, became an employer within the meaning of any provision of this Chapter.
6. Benefits based on service in employment defined in RS 23:1472 12F, I and II shall be payable in the same amount, on the same terms, and subject to the same conditions, as benefits payable on the basis of other employment subject to this Chapter; except that benefits based on service in an instructional research or principal administrative capacity in an institution of higher education (as defined in RS 23:1472 {23}) shall not be paid to an individual for any week of unemployment which begins during the period between two successive academic years, or during a similar period between two regular terms, whether or

not successive, or during a period of paid sabbatical leave provided for in the individual's contract, if the individual has a contract or contracts to perform services in any such capacity for any institution or in any institution of higher education for both such academic years or both such terms.

VOLUNTARY TERMINATION & DISCHARGE

The employee is to submit a letter of resignation in the case of voluntary termination. Also, the employee is required to complete an exit interview at the Office of Human Resources.

Employees should be aware that their employment relationship with Southern University is based on mutual consent to continue the relationship between the employee and Southern University. An employee may be terminated for varying offenses as outlined earlier in this handbook.

EMPLOYEE CHECK-OUT PROCEDURES

At the end of each contractual period (the academic year or summer school) and at any terminal point, each faculty member must "clear". All other University employees must "clear" only at any terminal point. The process involves:

1. Academic Clearance
 - a. Departmental records
 - b. Desk Copies
 - c. Official records and grades to Registrar
 - d. Academic Dean and Appropriate Vice Chancellor
 - e. Office of Grants
2. Library Clearance
3. Keys and Property Clearance
 - a. Departmental Inventory
 - b. University Equipment and Materials
 - c. Departmental and University keys

Completion of the Clearance form and procedures are required before the final paycheck for the period will be issued. The necessary forms are available in the Office of Academic Affairs and the Office of Human Resources Services.

SOUTHERN UNIVERSITY SYSTEM NON-FACULTY GRIEVANCE FORM

This form is to be used if the plaintiff is not satisfied with the decision of his/her immediate supervisor at the first step of the grievance procedure. The form will be completed at each subsequent level at which an appeal is made. If a grievance is settled orally with the immediate supervisor, a written record is not mandatory. However, a memorandum to the Human Resources Office stating the grievance and how it was settled is required.

CAMPUS:

DATE:

EMPLOYEE'S NAME:

POSITION:

GRIEVANCE STATEMENT

RELIEF SOUGHT

Plaintiff's Signature:

DECISION OF IMMEDIATE SUPERVISOR

Supervisor's Signature:

Date:

SECOND STEP

(Section, Division or Unit Head)

Reply to Employee Grievance:

Signature:

Date:

EMPLOYEE SATISFACTION (Circle one and initial)

(A) I am satisfied with the answer to my grievance.

- (B) I am not satisfied with the answer to my grievance and wish to have it referred to the next step.

Employee Signature:

Date:

THIRD STEP

(Grievance Hearing and Appointing Authority's Decision)

Recommendation(s) of Hearing Officer/Grievance Committee:

Signature:

Date:

Decision of Appointing Authority:

Signature:

Date:

FACULTY GRIEVANCE FORM

NAME:

DATE:

POSITION & DEPARTMENT:

IMMEDIATE SUPERVISOR:

In the space provided below, please record the specifics of your grievance including the date and time of the incident and the name(s) of any person(s) who have knowledge of the incident. Attach additional sheets as necessary as well as any pertinent support documents.

SIGNATURE: _____

INEQUITY/DISCRIMINATION

COMPLAINT FORM

NAME: _____

TELEPHONE: _____

STREET ADDRESS: _____

CITY/ZIP: _____

STATUS (Complete as appropriate.):

_____ **STUDENT**

Undergraduate Graduate

Program Major, School/College: _____

EMPLOYEE

Position Title: _____

Department: _____

Office Location & Telephone #: _____

Unclassified Faculty Civil Service Other(specify):

Inequity/Discrimination based on (check one):

Race National Origin Sex Age

Religion Marital Status Handicap

Description of incident(s) which make me believe I have suffered an inequity and/or been a victim of discrimination (Use additional sheets if necessary):

Date most recent inequity/discrimination took place: _____

Person who could provide additional information about my complaint include: (Name, address and telephone)

Desired action/outcome regarding this complaint:

I attest that the above statements are true.

Signature

Date

Submit completed form to:

Location:

SOUTHERN UNIVERSITY INDUCTION CHECKLIST

Employee _____ **Position** _____

Date _____ **Department** _____

The induction period is the supervisor's greatest opportunity to win loyalty, stimulate interest and, at the same time, effectively steer the employee into satisfactory production.

The purpose of this form is to provide an outline to follow in welcoming and processing new employees. When it has been fully completed, it should be returned to the Human Resources Office.

EMPLOYING DEPARTMENT

- Discussed employee's background and interests.
- Explained organizational and functional structure of the university to employee.
- Explained organizational and functional structure of your department/college.
- Furnished a copy of and discussed job description with employee.
- Explained general layout of office to employee.
- Introduced employee to co-workers.
- Explained general procedures.
- Discussed attendance requirements and records with employee.
- Discussed office hours with employee.
- Assigned work space and equipment to employee.

Initials _____ **Date** _____

HUMAN RESOURCES INDUCTION CHECKLIST

- Introduced employee to the Director.
- Secured Appointment Affidavits.
- Advised employee on:
 - Insurance and hospitalization plans
 - Retirement

_____ **Tax Deductions**

_____ **Other Deductions**

_____ **Pay Days**

_____ **Explained leave system.**

_____ **Explained rules governing political activities.**

_____ **Furnished employee with explanatory materials and pamphlets.**

_____ **Explained nature of his/her appointment and service ratings with employee.**

Initials _____ **Date** _____

ADA

REASONABLE ACCOMMODATION

Reasonable Accommodation is defined as: An accommodation is any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities. This definition includes reference to all areas of the employment process which has three (3) different areas.

1. Modification or adjustment to the job application process that enables a qualified applicant with a disability to be considered for the position sought.
2. Modification or adjustment to the work environment, or to the manner or circumstances

under which the position held or desired is customarily performed, that enables a qualified individual with a disability to perform the essential functions of that position.

3. Modifications or adjustments that enable an employee with a disability to enjoy equal employment benefits and privileges or employment as are enjoyed by the University's other similarly situated employees without disabilities.

Reasonable Accommodation principles as set out by EEOC include:

1. A reasonable accommodation must be an effective accommodation.
2. The reasonable accommodation obligation applies only to accommodations that reduce barriers to employment related to a person's disability; it does not apply to accommodations that a disabled person may request for other reasons.
3. A reasonable accommodation need not be the best accommodation available, as long as it is an effective accommodation.
4. An employer is not required to provide an accommodation that is primarily for personal use.
5. The ADA's requirements for certain types of adjustments and accommodations to meet its reasonable accommodation obligations do not prevent an employer from providing accommodations beyond those required by the ADA.
6. An employer is only obligated to make an accommodation to the known limitations of an otherwise qualified individual with a disability.

THE REASONABLE ACCOMMODATION PROCESS

1. Determine whether an accommodation issue exists:
 - a. Determine if there is a request or another reason to discuss accommodation.
 - b. Determine whether the individual is a person with a disability.
 - c. Determine if the individual is otherwise qualified.
 - d. Determine whether the request is one where the reasonable accommodation

requirement applies.

2. Analyze the essential functions.
3. Consult with qualified individual with a disability making request.
4. Determine the individual's specific abilities and functional limitations.
5. Research alternative accommodations, identify potential accommodations and determine how effective each would be.
6. Consider all types of reasonable accommodations.
 - a. Making existing accommodations used by employees readily accessible to and usable by individuals with disabilities.
 - b. Restructuring existing jobs by reallocating or redistributing non-essential, marginal job functions.
 - c. Altering when or how an essential job function is performed.
 - d. Allowing part-time or modified work schedules.
 - e. Reassigning a disabled employee to a vacant position.
 - f. Acquiring or modifying examinations, training materials or policies.
 - g. Providing qualified readers, interpreters, or assistants, or other auxiliary aids, and services.
7. Consider the preference of the individual with a disability.

8. Analyze whether any of the potential accommodations would impose an undue hardship.
 - a. The cost of the accommodation.
 - b. The employer's total financial resources, size and number of employees.
9. Document all decisions to eliminate accommodations.
10. Reconsider the remaining options.
11. Offer the accommodation to the qualified individual.

12. Document the process.

- a. The type of accommodations investigated.
- b. The cost of accommodations rejected.
- c. The accommodations offered and individual's response to this offer.
- d. The accommodation provided.
- e. The cost of all accommodations.

UNDUE BURDEN/HARDSHIP

UNDUE BURDEN/HARDSHIP includes any action that is unduly costly; extensive, substantial, disruptive, or that would fundamentally alter the nature or operation of the business.

Undue Hardship documentation requires:

1. The cost of the accommodation in relation to financial resources;
2. The lack of outside financial resources; and
3. The statements of employees and/or students who believe that the accommodation will substantially disrupt the provisions of services.

Undue Hardship considerations include:

1. Cost;
2. Non-cost hardship;
3. Resources of the University/State of Louisiana;
 - a. It should be noted that the State of Louisiana is deemed a single employer even though it is composed of several hundred individual agencies/bodies.
 - b. Larger employers are expected to make reasonable accommodations requiring both greater effort and/or expense than that of a smaller employer.
4. Benefits to others; and
5. Litigation risks.

REQUIRED DISCLOSURE OF OUTSIDE EMPLOYMENT BY UNIVERSITY EMPLOYEES

(This policy superseded all other policy statements issued on outside employment, and it replaces previous SUS/PM 9.000.18. Where the provisions of other University policies are in conflict with this policy, this policy shall prevail in the resolution of the conflict.)

I. INTRODUCTION

Certain work performed by Southern University System employees for entities outside of the University is recognized as providing a benefit to the University, to the State of Louisiana and to the private sector, as well as to the individual employees. While the University recognizes the right of its employees to disclose such outside employment to submit current and anticipated outside employment information to the University for administrative review and approval to ensure that the collective best interests of the public are served by the employment relations entered into by employees of the Southern University System.

The following policies and procedures are established to conform with the exceptions found at L.R.S. 42:1123(9) which allow faculty and staff members of public higher education institutions to engage in employment outside of the university to provide consulting and other services that are related to their disciplines or expertise. Such employment, however, must be reported and approved in accordance with these policies. The following provisions are applicable to this policy:

- A. All full-time employees of the University, including faculty, other academic and administrative, unclassified and classified employees, are required to abide by these policies and procedures at all times, including the regular and summer academic terms and while on paid and/or unpaid leaves of absences.
- B. Outside employment is defined as any non-University activity for which economic benefit is received, including, but not limited to:
 - 1. Employment with any non-University employer.
 - 2. Contracts or agreements to provide consulting, personal or professional services to non-University individuals or entities, including publishing agreements or arrangements.
 - 3. Self-employment or operation of a business.
- C. Economic benefits include cash payments or such other non-cash things of value which are of economic benefit, e.g., share of profits, shares of stock, equity participation, etc., which may be agreed to by the University employee and the outside employer, provided that such non-cash

economic benefits shall not have a present value significantly in excess of fair compensation for the services rendered. Compensation rates for outside employment need not be related to University salary rates, but they should be negotiated fairly based on normal private sector levels for similar services.

- D. Outside employment shall be performed only outside of assigned working hours or responsibilities or during a period of paid or unpaid leave, other than sick leaves. During paid sabbatical, special or educational leave, outside employment activities may be permitted only under exceptional, documentable circumstances.
- E. Outside employment shall not conflict, delay or in any manner interfere with instructional, scholarly and/or other services which the employee is obligated to render to the University.

II. OUTSIDE EMPLOYMENT WHICH WILL BE CONSIDERED FOR APPROVAL

The following types of outside employment will be considered for approval:

- A. General consulting and other outside employment or business activities falling within the parameters of this policy.
- B. Serving as an expert witness in an area based upon the employee's training and experience.
- C. Consulting on a non-University research project which is conducted by an outside entity, provided that the employee neither supervises nor performs the research.

III. OUTSIDE EMPLOYMENT WHICH WILL NOT BE APPROVED

A. University employee may not receive compensation to assist in the passage or defeat of legislation during the fiscal year in which the legislation is pending in the legislature, except from the Louisiana legislature or any department, institute or agency within the legislative branch.

B. A University employee may not be employed by an outside employer to supervise non-University research, as such employee will be considered as a participant or member of the outside research team, rather than as a consultant. In instances such as this, a University employee may not be employed by nor may he/she contract directly with an outside employer/agency unless it is not feasible or practical for the outside employer to seek a contract for desired services through the University under established procedures for sponsored research, as determined by existing University

policy or as determined by the appropriate Chancellor.

C. Blanket approvals for outside employment will not be granted.

D. Outside employment or contractual relationships which violate the Louisiana Code of Governmental Ethics will not be approved or ratified for continuation.

IV. EMPLOYEE RESPONSIBILITIES

Full-time University employees who are contemplating outside employment or who are engaged in outside employment shall:

A. Disclose all outside employment and/or contemplated outside employment in accordance with this policy and the procedures established for implementing same.

B. Submit a list of all contracts or other agreements between the University and the outside employer through which the employee is involved on behalf of Southern University. Such list shall include, to the extent that the information is known to the employee, the owners, directors, majority shareholders, or affiliates of the outside employer. Additional information about such contracts may be required and shall be provided upon the request of the University.

C. When outside employment is approved, the employee shall provide notification to the outside employer that he/she accepts such employment as an individual and not, in any manner, as a representative of the University. It is recommended that employees adhere to this mandate by including in any oral testimony given and in any written report submitted, a statement to the effect that the views expressed are those of the employee and do not necessarily reflect the views of the University. In no case may the employee concerned use the name of the University or his or her University affiliation, title or address officially or in any other way in support of any position which he/she may take, nor as a means to solicit or secure the outside employment. Biographical data, including a statement of employment by the Board of Supervisors for the Southern University and Agricultural and Mechanical College, may be included as introductory materials to a written report or the oral testimony of an expert witness, but it may not be incorporated into the body of the written report.

D. Comply with all other provisions of this policy.

V. REQUIRED APPROVALS

Certain types of outside employment require the approval of the Chancellor/Extension Director and/or the System President. These are as follows:

A. APPROVAL BY THE CHANCELLOR/EXTENSION DIRECTOR REQUIRED

1. Under the Louisiana Code of Governmental Ethics, certain outside employment of academic, administrative and professional employees, requires review and approval by the campus Chancellor/Extension Director, as follows:
 - a. Outside employment with an individual or entity currently doing or actively seeking to do business with the employee's unit at the University or under circumstances in which the employee is collaborating with or is on assignment to or on special assignment to a unit within the University with which the outside employer is doing or actively seeking to do business.
 - b. Outside employment involving teaching which will result in university level credit for the student or which will be conducted on University time or which will utilize University property or services.
 - c. Outside employment which ordinarily would be performed as part of the University's public service function, insofar as that employee's job duties and responsibilities are concerned.
 - d. Outside employment yielding results which advance a theory or practice in the employee's field.
 - e. Outside employment activities which could be accomplished more appropriately by a contract between the outside employer and the University. Employment activity of University employees shall be through such a contract unless entering into the agreement is not feasible or practical.
 - f. Outside employment activity for an individual or entity that has a substantial economic interest which may be materially affected by the way in which the employee performs his/her duties and responsibilities as a University employee.

2. If proposed outside employment is with a third party employer that is contracting with or is seeking to contract with the University, the employee must remove himself or herself from any relationship in which (s)he would:
 - a. Approve payments by the University to the third party employer pursuant to any contract between the University and the third party.

- b. Evaluate any work performed by the University pursuant to a contract between the University and the third party employer.
 - c. Negotiate and/or approve any subsequent contracts between the University and the third party employer.
 - d. Approve the purchase of University equipment or other procurable items/services pursuant to an contract with the third party employer in an amount in excess of \$2,000.00.
 - e. Any actions stated in items a. and/or d. of this section must be performed and approved by the employee's immediate supervisor.
3. Outside employment which requires the approval of a Chancellor/Extension Director also requires a written agreement between the University employee and the outside employer which shall contain, at a minimum, the following explicit information:
- a. General technical areas of endeavors expected of the University employee.
 - b. Specific employment or consulting activities to be performed by the University employee.
 - c. The duration of the outside employment agreement.
 - d. Estimated time in hours per week or days per month which will be required of the University employee.
 - e. The University employee's rate of compensation and method of payment.
 - f. Statement that the agreement for the outside employment is between the employee and the outside employer, that the employee is not acting as an agent of the University and that the University bears no liability as a result of the outside employment relationship.
 - g. Statement that the use of the University's name in connection with the outside employment activities shall be only upon written authorization of the University.
 - h. Statement that the rights to any intellectual property, i.e., inventions, materials subject to copyright, patents, etc., resulting from the outside employment activity, to the extent that they would vest in the employee in the absence of any other agreement will be assigned to the University and disposed of as prescribed by Part III, Chapter V: Section 5-15 of the Bylaws and Regulations of the Southern University Board of Supervisors and such other University policy as may be applicable.

4. The outside employer and the University employee shall negotiate and draft an agreement meeting all of the requirements herein. If the contract involves consulting with respect to research or technology, the appropriate University office which is primarily responsible for licensing and transfer of technology, e.g., Office of Research, Office of Vice Chancellor for Finance and Administration, etc., should be consulted during the negotiating process. If the contract involves trade secrets and protected confidential commercial or financial information obtained from the outside employer pertaining to research or to the commercialization of technology, such information may be removed from the agreement before its submission for administrative review.
5. For such agreements, a Chancellor/Extension Director must certify to the following prior to the execution of any contract approved pursuant to this policy:
 - a. The outside employment activities are not within the employee's duties and responsibilities to the University for which the employee is being compensated by the University.
 - b. The outside employment activities do not conflict, delay or in any manner interfere with instructional, scholarly and/or other services which the employee is obligated to perform the University.
 - c. The consulting activities to be performed are within the academic or professional discipline of the University employee or are related to the area(s) of expertise in which the employee is employed by the University.

B. APPROVAL BY THE PRESIDENT REQUIRED.

1. The following types of outside employment require review and approval by the President of the Southern University System. In addition to campus approval:
 - a. Outside employment involving public policy.
 - b. Outside employment of a Chancellor
 - c. Outside employment of the Extension Director
 - d. Outside employment or contracts by employees for professional, personal, consulting and social services with a department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or any other establishment of the Executive Branch of the State of Louisiana.

2. Outside employment which may be required by policies of the Board of Supervisors for the Southern University System or hereafter required by administrative policies of the University to be approved by the President shall be submitted to the President for said review and approval.
3. Following approval and execution of an outside employment agreement which requires the President's approval, the appropriate Chancellor or the Extension Director shall receive a copy of same. Copies of all approval forms, certifications and the executed agreement shall be kept in a permanent file by the Chancellor or Extension Director or his/her designee for a period of at least three years beyond the expiration of the agreement.

**C. APPROVAL BY CHANCELLOR/EXTENSION DIRECTOR OR
DESIGNATED ADMINISTRATIVE OFFICER REQUIRED**

1. All other outside employment may be approved through normal administrative channels by the Chancellor/Extension Director or by a campus administrative officer designated by the Chancellor/Extension Director.
2. Following approval and execution of an outside employment agreement, the appropriate Chancellor/Extension Director shall receive a copy of same. Copies of all approval forms, certifications and the executed agreement shall be kept in a permanent file by the Chancellor/Extension Director or his/her designee for at least a three year period beyond the expiration of the agreement.

**VI. USE OF UNIVERSITY FACILITIES, EQUIPMENT,
MATERIALS AND SERVICE**

If a University employee is requesting approval for outside employment which requires the use of University Human Resources, services, equipment, laboratories or other facilities, appropriate campus administrators, including department chairs, directors, deans, and vice chancellors, must determine the propriety of and circumstances which will govern such usage. When University owned facilities, equipment and other resources are needed or required for any reason, there must be a separately executed contract between the outside employer or private third party and the University. Compensation to the University must be paid at the fair market rate or, if different, at the same rate that such services, facilities, equipment or other resources would be made available to any qualified non University user.

Handling and Disposal of Hazardous Chemicals

The handling and disposal of hazardous waste must be conducted in strict compliance with regulations prescribed by Louisiana DEQ and U.S. Environmental Protection Agency. Civil penalty can be assessed for each day of continued non compliance with hazardous waste regulations. Criminal penalties can result in fines for each day of violation and a prison sentence imposed for knowingly falsifying a label, manifest, record or report; or transporting waste to a facility that does not have a permit; or treats, stores or disposes of hazardous waste without a permit.

Users (generators) will be responsible for the proper storage, control, use and disposal of all hazardous chemical waste they may use or generate.

Deans, Grant Directors, Chairpersons and appropriate Vice Chancellors, shall determine that all hazardous chemical waste generated in their areas are to be disposed of according to Federal and State Law as well as University Policy. The transportation of hazardous materials in personal vehicles is prohibited. The university will not take responsibility for a person who carries hazardous materials in vehicles not owned or operated by the university.

Data sheets should be maintained on all hazardous or toxic materials used at the university and should include as a minimum the following:

1. The chemical and/or common name of substance,
2. The known acute and chronic health risks,
3. The way(s) it enters the body and symptoms that appear when exposed to it.
4. The chemical and physical characteristics of the material
5. The necessary precautions, handling practices, protective equipment and other safety procedures used to limit potential exposure to the materials,
6. Emergency treatment when exposed to materials
7. Emergency procedures for spill, fire and disposal,
8. Known potential health risks posed by the materials.

A hazardous chemical is one that poses a danger to human health or to the environment, if improperly handled. The EPA has divided hazardous chemicals into several categories, including:

1. Ignitable materials

These materials give off heat, smoke, soot and may disperse toxic pollutants and by-products into the air. Such materials have a flash point below 60 degrees C (140 degrees F). For example gasoline

2. Reactive chemicals

These materials can explode or produce poisonous gases when exposed to light, air, water, etc., such as oxidizers and sulfides.

3. Toxic chemicals

These materials can cause serious illness or death when inhaled, ingested or absorbed through the skin. The EPA definition of a toxic chemical is a material that possesses an LD50 RAT (orally)<50 MG/KG, an LD50 RAT (inhalation)<200 PPM, or an LD50 RABBIT (dermally)<200 MG/KG.

4. Corrosive chemicals

The materials can cause injury to the skin or body, or destroy their own containers or other materials and be released into the environment. For example sodium hydroxide.

5. Listed waste

Materials regulated by U.S. EPA as hazardous waste.

Laboratory/Chemical Safety In Workplace

The way that a research project is conducted in a laboratory is an important factor in laboratory safety. Simply stated, it is the attitude of employees in a laboratory. Everyone must be cooperative and take responsibility for safety in the laboratory, for their co-workers and themselves. Failure to follow regulations, could lead to disciplinary action under the university's disciplinary rules as well as State and Federal regulations. Every university department with chemical laboratories or using chemicals must establish a chemical safety committee or appoint someone to be responsible for safety programs within that department. It is the responsibility of immediate supervisors and department heads to insure employees working within their department are fully informed with regard to the procedures for safe handling and use of hazardous chemicals.

Storage of Hazardous Chemicals

Prior to storing a chemical, it must be properly labeled with permanent pressure sensitive label and information must be legible and either typewritten or in indelible ink. The label should include the following:

1. The chemical name of the material.
2. The date received or produced.
3. Hazardous properties such as whether flammable, toxic, etc.
4. Safety information or precautions. For example, use in hoods and what protective equipment to use.
5. Separate incompatible materials.
6. Make separate record for time-limited chemicals. For example, ethers.
7. Eliminate unnecessary storage of chemicals that may corrode or explode.

Storage of food in refrigerators intended for laboratory use, including storage of chemicals, flammable materials, etc., must never be used for the storage of food by laboratory employees.

Disposal of Hazardous Chemicals

The disposal of hazardous chemicals is strictly regulated under U.S. EPA and Louisiana's DEQ.

No hazardous chemical substances shall be disposed of into the sanitary sewage system, into the air, or into the university's normal trash system. Containers of chemical waste will be removed by the designated university representative and only when the containers are properly labeled.

The disposal containers should be clean and non reactive sealed and labeled:

1. "Waste"
2. Chemical name or names,
3. Responsible person/department,
4. Date container was filled, and
5. Appropriate hazard warnings.

Incompatible waste shall not be placed or mixed in the same container.

Departments with unknown chemicals for disposal shall assume the financial responsibility for the costs of the analyses to determine the identity or composition of the material.

Chemical Spills

Minor spills should be cleaned up immediately by laboratory employees, using proper procedures for the chemicals involved, providing the material is not dangerous to life and health.

For moderate to large spills of dangerous materials, e.g. acid, etc., evacuate the building, by going room to room or by the building alarm system. Call Campus Police to report the incident and request Campus Police to notify the appropriate Local and State Agencies.

Incidents involving fire(s) of any, but the smallest size where you are sure you can put out the fire without spreading the fire or causing injury to yourself, call 911 and Campus Police to report the fire. The building should be evacuated.

Spills on Clothing

All contaminated clothing must be removed immediately and the skin washed with soap and cool water. Flush skin with cool water for no less than fifteen (15) minutes. The University's Hazardous Material Director/Safety Director and/or Local or State Hazardous Material Agency should be consulted before contaminated clothing is reused, laundered or discarded.

FACTS ABOUT SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when submission or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment can occur in a variety of circumstances. Sexual harassment includes, but is not limited to:

- The victim as well as the harasser may be a woman or a man. The victim does not have to be of the opposite sex.
- The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the victim.
 - The victim has a responsibility to establish that the harasser's conduct is unwelcome.

It is in the victim's best interest to directly inform the harasser that the conduct is unwelcome and must stop. The victim should use the University's complaint mechanism or grievance system available.

An employer may be held liable for acts of sexual harassment regardless of whether the employer knew or should have known of their occurrence. When investigating allegations of sexual harassment, EEOC looks at the whole record, the circumstances, such as the nature of the sexual advances, and the context in which the alleged incidents occurred. A determination on the allegations is made from the facts on a case-by-case basis.

FAMILY MEDICAL LEAVE

To insure uniformity within the System and conformance with the law, following is the application that should be completed by employees and their providers when requesting family/medical leave absence. The law allows an employee who has been employed by the same employer (the federal government agency enforcing law considers the entire State of Louisiana as a single employer) for at least 12 months and must have worked at least 1,250 hours during the 12 months preceding the leave, up to 12 weeks per year of unpaid (accumulated leave may be allowed by employer) family and medical leave for the birth, or placement in foster care of child, the care of a seriously ill child, spouse or parent or the employee's own serious illness.

Southern University System

SUBR _____ SUS _____ SULAC _____ SUNO _____ SU/SHREVEPORT _____

Application for Family Medical Leave

Name: _____

Date: _____

Current
Address: _____

Start Date of Anticipated
Leave: _____

Expected Date of Return to
Work: _____

Reason for Leave
(Explain): _____

NOTE: A leave request based on an employee's serious health condition or the serious health condition of an employee's spouse, child or parent must be accompanied by a verifying medical certification from a physician.

I hereby authorize **Southern University** to contact my physician to verify the reason for my requested leave or for any other information concerning my requested family and medical leave.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by **Southern University**.

SIGNATURE: _____

DATE:

APPROVED BY:

Supervisor/Department Head Date

Dean/Vice Chancellor Date

Director of Human Resources Date

President and/or Chancellor Date

Medical Certification Statement
(Illness of Employee's Family Member)

Name _____ of _____ Employee:

Name _____ of _____ Ill _____ Family Member:

Date _____ Condition _____ Began:

Date _____ Condition _____ Ended _____ (or is expected to end):

Medical _____ facts _____ regarding _____ the condition:

Explanation of extent to which employee is needed to care for the ill spouse, child or parent:

Health Care Provided Signature:

Date

Office Phone #

MEDICAL RELEASE:

I authorize the release of any medical information necessary to process the above request.

Patient's Signature: _____

Date:

Medical Certification Statement
(Employee's Own Serious Illness)

Name _____ of _____ Employee:

Date _____ Condition _____ Began:

Date _____ Condition _____ Ended _____ (or is expected to end):

Medical facts regarding the condition:

Explanation of extent to which employee is needed to care for the ill spouse, child or parent:

Health Care Provided Signature:

Office Phone # _____ Date

MEDICAL RELEASE:

I authorize the release of any medical information necessary to process the above request.

Patient's Signature: _____

Date:

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER
(FAMILY AND MEDICAL LEAVE ACT OF 1993)**

1. EMPLOYEE'S NAME:

2. PATIENT'S NAME (IF OTHER THAN EMPLOYEE):

3. DIAGNOSIS:

4. DATE CONDITION COMMENCED:

5. PROBABLE DURATION OF CONDITION:

6. REGIMEN OF TREATMENT TO BE PRESCRIBED (INDICATE NUMBER OF VISITS,
GENERAL
NATURE AND DURATION OF TREATMENT, INCLUDING REFERRAL TO OTHER
PROVIDER
OF HEALTH SERVICES. INCLUDE SCHEDULE OF VISITS OR TREATMENT IF IT IS

Check YES or NO

7. ____ ____ Is inpatient hospitalization of the employee required?

8. ____ ____ Is employee able to perform work of any kind? (If "No", skip to Item 0.)

9. ____ ____ Is employee able to perform functions of employee's position? (Answer after reviewing statement from Southern University of essential functions of employee's position, or, if none provided, after discussing with employee.)

15. Signature _____ of _____ Physician _____ or _____ Practioner:

16. Date: _____

17. _____ Type of Practice (Field of Specialization, if any):

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, COMPLETE ITEMS 10 THRU 14 BELOW AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEMS 15-16 ABOVE.

10. YES ____ NO ____ Is inpatient hospitalization of the family member (patient) required?

11. ____ ____ Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?

12. ____ ____ After review of the employee's signed statement, is the employee's presence necessary or would it be beneficial for the care of the patient?

(This may include Psychological comfort.)

13. Estimate the period of time care is needed or the employee's presence would be beneficial: ____

ITEM 14 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE.

- 14.) When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule.

Employee Signature

Date

Notice of Intention to Return From Leave

Name:

Supervisor/Department

Head:

Date _____ Leave _____ Commenced: _____

Date _____ of _____ Planned _____ Return: _____

I understand that my restoration to employment is subject to the following conditions:

1. As a condition of restoration, each employee must provide a written certification from his or her health care provider that the employee is able to resume working.
2. Every attempt will be made to restore an employee returning from leave to his or her original position. If the employee's original position is unavailable, the employee will be placed in an equivalent position pay and benefits.
3. An employee returning from family and medical leave shall _____ entitled to the accrual of any seniority or employment benefits during the period of leave.

Employee's Signature

Date

I have examined (employee) and can certify that she/he is fully able to resume working.

Health Care Provider's Signature

Date

WORK PLACE VIOLENCE POLICY

It is the Southern University System's Policy to promote a safe environment for its employees. Southern University is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. While this kind of conduct is not pervasive at Southern University, no employer is immune. Every employer may be affected by disruptive behavior at one time or another.

Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated; that is, all reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the University's premises and will be subject to disciplinary action as outlined elsewhere in this handbook; criminal penalties, or both.

We need your cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If you observe or experience such behavior by anyone on the Southern University System's premises, whether he or she is a Southern University employee or not, report it immediately to a supervisor or department head. Supervisors and department heads who receive such reports should seek advice from the respective Human Resource Services office regarding investigating the incident and initiating appropriate action. Threats or assaults that require immediate attention by security or police should be reported first to the respective campus police office on campus or to the police at 911.

The University will support all efforts made by supervisors and university specialists in dealing with violent, threatening, harassing, intimidating or other disruptive behavior in our workplace and will monitor whether this policy is being implemented effectively. You should contact your respective Human Resource Services office with any questions.

INDICATORS OF POTENTIALLY VIOLENT BEHAVIOR

No one can predict human behavior and there is no specific “profile” of a potentially dangerous individual. But, indicators of increased risk of violent behavior are available. These indicators have been identified by the Federal Bureau of Investigation’s National Center For The Analysis of Violent Crime, Profiling and Behavioral Assessment Unit in its analysis of past incidents of workplace violence. These are some of the indicators:

Direct or veiled threats of harm;

Intimidating, belligerent, harassing, bullying, and/or other inappropriate and aggressive behavior;

Numerous conflicts with supervisors and other employees;

Bringing a weapon to the workplace, brandishing a weapon in the workplace, making inappropriate references to guns, or fascination with weapons;

Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides;

Statement indicating desperation (over family, financial, and other personal problems) to the point of contemplating suicide;

Drug/Alcohol abuse; and

Extreme changes in behaviors.

Each of these behaviors is a clear sign that something is wrong. None should be ignored.

WEAPONS (HANDGUNS, RIFLES, SHOTGUNS, ETC.) IN WORK PLACE

The Southern University System's premises are a weapon free zone. Except for Campus police who are post certified and duly commissioned as police officers by Louisiana State Police, no other employee is authorized to bring onto the University's premises in a vehicle or on their personal, nor store in their locker or desk any type of weapon. The penalty for such for the first offense is thirty (30) day suspension from duty without pay or termination of employment.

WORK INTERRUPTIONS

I. LUNCH - ONE HOUR

The lunch period is one (1) hour. Variation from the policy is subject to the following restrictions;

A. Shorter Lunch Hour

1. The department head may not arrange for a lunch period shorter than one hour.
2. Employees may not forego the lunch period in order to shorten the workday.

B. Longer Lunch Hour

1. The department head may, upon written request to the office of Human Resource Services, arrange for a longer period on occasion, but not on a regular basis.

II. SUPPER PERIOD

A. OVERTIME WORKERS

1. A supper Period, if not less than thirty (30) minutes, to be taken between 5:00 and 7:00 p.m., must be granted to all employees whose work period commences before 12:00 noon and continues after 7:00 p.m.

B. SECOND SHIFT WORKER

1. A meal midway the period, of not less than thirty (30) minutes, to be taken in the shift must be granted to all employees beginning work between 1:00 p.m. and 6:00 a.m.

Employee may not leave their respective building during normal working hours without consent, except for business purposes, (University).

ABSENCES

I. POLICY

The University shall endeavor to keep attendance of employees at a maximum and absences at a minimum, however, the University realizes that absences are unavoidable and inevitable, and, therefore, allows certain absences.

II. PURPOSE

1. To help maintain the work force at the highest possible point of efficiency and dependability.
2. To permit bonafide absence without unduly jeopardizing an employee's income or job status.
3. To prevent an employee who has been ill or injured from becoming a potential safety hazard by returning to duty too soon.

III. PROCEDURE

1. Rights of the University

The University reserves the following rights:

- a. To authorize, or to refuse to authorize the advance requests of an employee for permission to be absent.
- b. To investigate absences.
- c. To determine whether or not an absence is necessary or justifiable.
- d. To deny absence in violation of this policy
- e. To impose reasonable disciplinary penalties upon employees who violate the provisions of the "Responsibilities of Employees."

2. Responsibilities of Employees

Every employee of the University has the following obligations and responsibilities concerning absence, regardless of regular or temporary status, position or work assignment, seniority or non-seniority status or whether it is a regularly scheduled work day or non-scheduled work day.

- a. Advance Notice

When the need for being absent from your work is known in advance, the employee must notify his/her Supervisor as far in advance as possible.

b. Notice of Unexpected absence

When an employee who has not given advance notice finds that he/she cannot report for work he/she must notify his/her supervisor before starting time.

c. Failure of an employee to give the notice required by item 2-A or 2-B above, unless humanly impossible, shall constitute cause for reasonable disciplinary penalty, including cause for termination.

d. Limits of Absences

Unless an absence has been authorized in advance, or an absence is either unavoidable or justifiable, every employee shall be expected to report to his/her scheduled work.

3. Reporting Absences

The department is responsible for the maintenance of the following in order to assure proper records of employee absences.

- a. The daily absence report should be kept up-to-date. If the department does not maintain this form of record, it should begin doing so immediately.
- b. The daily absence report should be complete, including all dates of absences.

4. Investigation of Absences

The investigation of an absence is a function of the department head through the employee's supervisor.

SENIORITY

Seniority refers to time that the employee has worked for the University. It gives the employee certain preferences or ranking when decisions must be made in

regard to promotions, reductions in force and determinations of eligibility for various benefits.

Seniority is determined by a specific date. In most cases, this date is the date of original hire with the University; however, if seniority was broken through resignation, discharge or extended layoff, then the period from that date to new rehire would not count toward seniority or total years of service.

REDUCTIONS

When reductions in work force are necessary, employees are reduced in classification according to the less seniority (Civil Service).

CHANGE OF STATUS PROCEDURES

TRANSFER

To provide equitable consideration and opportunity for qualified employees to fill job vacancies within the University, transfers and job assignments between departments will be made according to the prescribed methods and procedures.

PROMOTIONS

The University will fill job openings by upgrading or promoting from within whenever present employees are qualified, if available.

DETAILS

1. Employees will be given consideration whenever a job opening arises as a result of resignation, transfer, or the creation of a new job.
2. Persons outside of the University will be based on such factors as education, experience (if an employee, this includes the employee's job performance record), character, ability, skill, training (if an employee, this includes on-the-job training), and other legal requirements.
3. This policy will not apply to the following situations:
 - a. Temporary opening - a job established for a specific period of time for the duration of a specific project or group of assignments.
 - b. Re-assignment (not promotion), of a number of employees in connection with an internal reorganization of a department or function.
 - c. Re-assignment (not promotion), of an employee, made at the discretion of the President/Chancellor of the University to:
 1. Correct a faculty placement
 2. Eliminate personal frictions
 3. Compensate for physical disability

RETURN-TO-WORK POLICY

Classified Employees who have sustained a job related injury and/or illness may return to work on light duty subject to limitations imposed thru a university medical certification as well as terms and conditions imposed and approved by Louisiana Civil Service.

Unclassified Employees who have sustained a job related injury and/or illness may return to work on light duty subject to limitations imposed thru a university medical certification as well as terms and conditions imposed and approved by Louisiana Civil Service for classified employees.

In ***Both*** instances, classified and unclassified, such position(s) should be funded in approved budget.

REPORTING IN AND OUT (DAILY ATTENDANCE)

The Federal Statutes, Louisiana State Department of Civil Service, and other Louisiana Laws require that the University maintain an accurate accounting of hours worked on ever employee (Civil Service) and Unclassified.

To facilitate record keeping and to have a uniform policy throughout the campus, SU Form 650, Daily Attendance Record, will be used by all departments without time clocks. It is imperative that employees sign in and out promptly, morning, evening, before and after lunch. SU Form 650 is available in the Human Resources Office.

HOURS OF WORK

(1) Attendance and Absenteeism

The University will maintain hours of work which are compatible with Federal and State Legislation for the maintenance of an effective and efficient work force. Current office hours and procedures are contained in the three sections which follow:

1. Straight Time
2. Over Time
3. Interrupted Time

Straight Time

The normal work week consists of forty (40) hours.

1. For record keeping purposes, the work week starts at 12:01 a.m. Sunday and ends at midnight Saturday, and consists of five (5) working days of eight (8) hours each.
2. The pay period covers two work weeks. It consists of ten (10) working days for classified employees.

The normal work-day consists of eight (8) hours.

1. Normal office hours are from 8:00 a.m. to 5:00 p.m. An elapsed time of nine (9) hours, while the normal lunch period is one (1) hour for a net total of eight (8) hours.

WHAT CONSTITUTES HOURS WORKED

An elapsed time, from the moment an individual actually commences work for the University until the work is finished for the day, except for the deduction of time spent at lunch, constitutes a day's work. Arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performs no duties for the University during such intervals.

Overtime

The University compensates employees for overtime in accordance with Federal and State Legislation's; making every effort to carefully plan required work with due regard for its impact on employees and the service needs of the University, subject to the following conditions:

Overtime Policy and Payment

Student registration each semester and emergencies are the only overtime hours that a permanent or probational employee may work. An emergency is defined as an occurrence which involves jeopardy to life, property or the continuation of a vital program which may result from, but not limited to, one of the following - riot, hurricane or storm damage, fire or failure of waterfall.

All overtime must be submitted to the respective Campus Chancellor or designee in writing ten (10) days prior to the need where feasible.

