



**Administrative &
Professional Handbook**

Introduction

This handbook is designed to provide employees with a summary description of the policies, procedures and benefits you receive as an employee of Saint Joseph's University. I am hopeful this material will be of assistance to you as you perform your services to the University. If at any time you have questions regarding the information in this handbook, please call the Human Resources Office.

The University is firmly dedicated to Christian principles of social justice, and we look forward to the contributions you will make to that spirit and our mission. In an effort to be responsive to the needs of a growing institution, changes or additions to this handbook may be made when necessary without prior notice.

It is a pleasure to wish you success and fulfillment during your career at Saint Joseph's University.

Office of Human Resources

Saint Joseph's University, 5600 City Avenue, Philadelphia, PA 19131. Phone: 610-660-1290

Mission Statement

Saint Joseph's University is a Catholic and Jesuit university that instills in each member of its academic community: a love of learning and of the highest intellectual and professional achievement; moral discernment reflecting Christian values; and a transforming commitment to social justice. Saint Joseph's is a private Independent and Comprehensive university.

The defining element of Saint Joseph's intellectual tradition experienced by all of its undergraduate students is its strong and integrative core curriculum in the liberal arts that informs their study of particular disciplines. While remaining true to that humane and formative tradition, Saint Joseph's now embraces the challenge of excellence in graduate education in both the arts and sciences and in business. Our understanding of the centuries-old Jesuit educational vision of "concern for the individual student" (*cura personalis*) establishes effective and rigorous teaching and learning as a primary value. Since teaching and learning in the modern academic context require research at both the undergraduate and graduate level, the University cultivates, in students and faculty, generative scholarship that embodies free and open inquiry, and provokes imaginative thinking, aesthetic appreciation, and precise communication. As a necessary complement to intellectual achievement, we seek to illuminate the affective and ethical dimension in learning within the various disciplines at every level. *Cura personalis* also calls for the fullest development of the individual student's potential both inside and outside the classroom.

The Catholic character of Saint Joseph's University springs from its historical relationship with the Roman Catholic Church, and from its current embodiment of the great traditions of Catholic life and culture. For this University, Christ and the Church are sources of truth, guides and inspirations for life. Catholic values are normative, including: full respect for the freedom of conscience of each person, freedom in research and teaching according to one's discipline, and the continuous pursuit of truth, human rights, and the common good. We foster a lived awareness of the challenging and mutually enriching interaction between Christian faith and diverse contemporary culture; we seek to engage the full participation of the entire community in the University's intellectual, cultural, and spiritual life.

The University's Ignatian identity derives from its founding by the Society of Jesus in 1851 and from the subsequent shaping of the University's development by the evolving world view of the Society. In ways consistent with its nature as a university, Saint Joseph's espouses the educational priorities of the Society of

Jesus which include: searching for God in all things, pursuit of the greater good, the service of faith together with the promotion of justice, and effective compassion for the poor and those in need.

For the University's defining institutional ideals to matter at the regional, the national, or the international level, they need to be realized and expressed within an inclusive environment marked by trust and enriched by a diversity of ideas, cultures, and religious commitments. The contemporary Ignatian vision of educating "men and women for others" assumes a Saint Joseph's University community—students, staff, and faculty— that exists as a vital cultural plurality, aware of and committed to its central identity, while yet open and welcoming to all.

Statement on Diversity

Saint Joseph's acknowledges the dignity of the individual and commits itself to promoting awareness of and sensitivity to human differences. We recognize that the contributions made by diverse groups serve to benefit the personal, academic, and professional growth of all of members of the community. Viewed affirmatively, our commitment to diversity means:

- that, consistent with our mission, Saint Joseph's University will actively seek to welcome and retain a diverse and inclusive community of students, staff, and faculty;
- that through our programs, policies, and curricula, we will foster interaction and understanding among all groups within our community,
- and that we will make a special effort to enrich ourselves educationally by including at every level men and women from other nations and cultures.

Our understanding of diversity also prevents any individual from being excluded from this community solely on the grounds of race, color, gender, sexual orientation, religion, national or ethnic origin, disability, age, marital status or class.

Increasingly conscious of a more interdependent world, Saint Joseph's remains dedicated to developing men and women for and with others.

Campus Resources

Equal Employment Opportunity/Affirmative Action Officer	(610) 660-1290
Deans	(610) 660-1207
Department Chairs	(610) 660-1207
Department Heads	(610) 660-1320
Counseling Center	(610) 660-1090
Human Resources	(610) 660-1290
Campus Security	(610) 660-1111
External Relations	(610) 660-1222
Student Life	(610) 660-1045

The Way We Work

Employment

Equal Employment Opportunity

Saint Joseph's University is committed to a policy of equal opportunity in every aspect of its operations. The University values diversity and seeks talented employees from a variety of backgrounds. Accordingly, the University does not discriminate on the basis of sex/gender, race, age of 40 or over, color, religion, national or ethnic origin, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law, in matters pertaining to employment. Questions or concerns regarding the University's equal employment opportunity (EEO) policies and programs should be directed to the Affirmative Action/Equal Employment Opportunity Officer. Please refer to the Policies Section "Statement Prohibiting Discrimination".

Hiring Procedures

When job openings occur, the University follows the general procedure outlined below to identify qualified candidates to fill vacancies. The University makes every effort to ensure equal employment opportunity to all individuals and abides by the Affirmative Action, Equal Employment Opportunity and nondiscrimination provisions of all applicable federal, state, and local laws.

Whether filling a new position or a vacancy created by an incumbent employee's resignation, retirement, or termination, the administrator to whom the position reports must complete a position requisition on the University's online employment web site and obtain appropriate approvals. An updated position description must be attached.

Openings are posted internally for three days. Current employees who are qualified for and interested in a posted position should apply through the Office of Human Resources' online employment web site.

In addition to internal applicants and candidates referred by current employees, the University normally recruits qualified candidates through a variety of external methods.

Once the most suitable candidate is identified, the hiring administrator must complete the Confirmation of Candidate Selection form on the University's online employment web site and obtain the appropriate approvals. The hiring administrator is then authorized to extend an offer to the chosen candidate. Once the candidate accepts the offer, the hiring administrator must send an appointment letter and provide a copy to the Office of Human Resources. The Office of Human Resources will prepare and send the welcome letter along with other human resources information. For further details of the hiring process please contact the Office of Human Resources.

Transfers

Saint Joseph's University provides a mechanism for current employees to transfer to positions in other departments of the University. Regular full-time and part-time employees must have a minimum of six months of continuous service in their present position before applying for another position on campus. If an employee has between six and twelve months in a position, an employee may apply for another position with the written agreement of their current supervisor.

When an employee is under serious consideration for another position and has indicated his/her interest in pursuing the position, the current supervisor will be notified. In all cases, when an employee is selected for another position and transfers from one department on campus to another, both supervisors will agree to a transition timeframe so that departmental service is not completely interrupted.

New or vacated positions are posted for internal application and employees may apply through the Office of Human Resources' online employment web site. Exceptions to the internal posting policy will be made if a person from the same department fills a vacant position. In these cases, the department may choose to promote or transfer an employee within that department without posting the position.

Promotions

Promotions can occur when an employee moves from one position into another position of higher responsibility. An employee may apply for a newly created position or one that has been vacated leaving an opening. In these cases, the standard procedures described in the above "Hiring Procedures" section may apply. Promotions are based on the position requirements and the match of employee skills, experience and educational background.

Promotions can also occur as a result of expanded responsibilities and consequent position and title change. Although this may result in the employee having a new position, this type of promotion is generally earned based upon specific skills, relevant experience in a particular area, progressively more responsibility, and significant accomplishment levels of a specific individual. Therefore, in these cases, the job posting procedure is not followed since the responsibilities and title are clearly designated for a specific employee.

Title Changes

Changes in the title of a position are made to more accurately define the responsibilities of an existing position. Title change is the renaming of an existing position, not a new position, and the job posting procedure is not applicable.

Retirement Policy

The normal retirement age for administrative and professional employees is 65. Retirement is expected on or before the end of the fiscal year, defined as extending from July 1 to June 30, during which the employee reaches age 65. To the extent allowed under Federal and State law, however, administrative and professional employees may work beyond the normal retirement date.

Termination Policy

At the time of termination of employment, employees must return the ID card, all keys, and other University property, which have been in the possession of the employee, to the department head. Employees leaving the University should contact the Office of Human Resources to schedule an exit interview to review the terminating fringe benefits, accrued vacation pay, and to discuss any other topics regarding the employee's employment.

When administrative or professional employees of the University voluntarily terminate employment, the University expects that four weeks' written notice of such termination be given to the department head and to the Office of Human Resources.

Employees who have been engaged for specific projects only are considered temporary, and their employment terminates with the end of the project.

Wage and Salary Administration

Exempt Status

Personnel classified as administrative or professional employees according to the Fair Labor Standards Act are exempt from overtime regulations and therefore are not entitled to overtime pay.

Performance Evaluation

An evaluation of the performance of each employee is conducted each year. A written evaluation by the Department Head is reviewed with the employee then sent to the Human Resources Office to be placed in that employee's personnel file. Employees must sign their evaluations.

Salary Increases

Salary increases are considered annually by the University and approved increments become effective on June 1.

Pay Periods

Employee annual salaries are paid in 24 equal installments beginning June 1. Salary payments by direct deposit are provided on the 15th and the last day of each month. If that day falls on a Saturday, Sunday, or holiday, payday will be on the preceding work day. Questions concerning paychecks may be discussed with the payroll clerks in Human Resources.

Administrative Association of ASC

The Administrative Association includes all full-time and part-time non-cabinet administrative and professional employees. The Administrative Association and Staff Association together form the Administrative/Staff Council and all administrative and professional employees are automatically members by virtue of their status as an administrative or professional employee. The Council provides employees a forum in which meaningful discussion may take place on issues that affect these employees and the entire University community combined with the opportunity to advise the University administration on how these issues are affecting everyone. For dates of these meetings and other information on the Council, feel free to contact the chairperson, Lisa Marinucci Gribbin at ext. 3209. A copy of the Administrative/Staff Council Bylaws can be obtained in the Office of Human Resources or in the Drexel Library.

Grievance Committee

A Grievance Committee has been established for all Administrative and Professional Staff. The function of this committee shall be to review matters of concern to individual employees who feel that they have not received fair and impartial treatment. The Committee is not constituted to rule on matters of University policy or procedure. Rather, its sole duty is to ensure each employee a route of appeal in those circumstances in which the employee believes he or she has not been treated in a manner consistent with University policies and procedures or in matters concerned with the working relationship between the employee and the supervisor or department head. The President shall appoint the members of this Committee.

The following procedure is to be followed by employees:

1. The employee should discuss the problem with his or her supervisor or department head. Generally, most problems can be settled in this manner. If, however, the employee feels this meeting has not resolved the problem, then,
2. The employee should request an interview with the Director of Human Resources. The Director of Human Resources may arrange a meeting with the employee and his or her department head to review the problem. If the employee is not satisfied with the results of this meeting, then,
3. The employee is entitled to have his or her case reviewed by the Grievance Committee. At the employee's written request to the Director of Human Resources, a hearing by the Grievance Committee shall be arranged.
4. The Grievance Committee shall forward to the President a written summary of its proceedings together with a recommendation in the matter for his review. The President's decision shall be communicated in writing to the employee and the employee's supervisor, with a copy going to the employee's personnel file.

Full-Time Benefits

Full-Time Classification

Full-time employees are entitled to receive benefits according to the following system of classification:

Full-time employees working a minimum of 35 hours each week, 52 weeks each year are entitled to all benefits.

Full-time employees working a minimum of 35 hours each week on a specified 9 or 10 month basis receive all benefits except vacation pay.

Full-time employees hired on a temporary basis for a period of less than six months receive no benefits. These employees may make contributions to the retirement plans but do not receive credit for prior service at another university.

Full-time employees hired on a temporary basis for at least six continuous months, but less than two continuous years, receive health insurance, sick time and short term disability and may participate in the retirement plans but do not receive credit for prior service at another university.

Full-time employees hired on a temporary basis for at least two continuous years, receive all benefits but do not receive credit for prior service at another university for the Regular Retirement Plan.

Full-time employees hired on a temporary basis (less than one year) through external funding, i.e., grants, are entitled to benefits based on the specific parameters of the external funding source. In all cases, tuition benefits and credit for prior service at another university.

Fringe Benefits: Full-Time Employees

The University endeavors to maintain a fair and equitable program of fringe benefits for all administrative and professional employees. To that end, the University reviews the program at regular intervals, comparing it with the programs current at other universities and colleges in our geographical area.

Vacation and Leaves

Saint Joseph's University supports a work environment that recognizes the complex issues our employees face in balancing their work and family commitments. To that end and in compliance with all applicable state and federal legislation, the University offers the following policies:

Vacation

As a full-time, 12-month administrative (exempt) employee of Saint Joseph 's University, you are eligible for paid vacation time based on the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Eligibility</u>
June 1st following your hire date	15 days
June 1st before/after* your 2nd anniversary	20 days
June 1st before/after* your 15th anniversary	25 days

*If your anniversary date falls in the first half of the fiscal year (June 1 - November 30), your additional week of vacation will be added to your bank on the June 1 of the fiscal year in which the anniversary occurs. If your anniversary date falls in the second half of the fiscal year (December 1 -May 31), your additional week of vacation will be added to your bank on the June 1 of the fiscal year that follows your anniversary.

During your first year or partial year of employment, you are eligible for paid vacation time based on the following schedule:

If your hire date falls during this period: You have x vacation days for the balance of that fiscal year:

June 1 - August 31	10 days
September 1 - November 30	7 days
December 1 - February 29	5 days
March 1 - May 31	3 days

Vacation time must be taken in the year in which you become eligible. At the end of the fiscal year, unused vacation time may not be carried over to the following year. Exceptions to this policy will be limited to cases in which you are unable to take some of your vacation time due to the needs of your department, as determined by your department head. Such extreme exceptions must be designated by your department head and submitted in writing to the Office of Human Resources. Where such exceptions are made, the carryover will be limited to one week, which must be used in the first quarter of the new fiscal year or be forfeited. Extra pay in lieu of vacation is not permitted.

Vacation requests must be submitted to your manager in advance and are subject to manager approval. By December 1 of each fiscal year, all of your vacation time for that fiscal year should be approved by and scheduled with your manager.

When a paid holiday falls during your scheduled vacation time, an extra day of vacation is allowed.

Upon termination of your employment, if the length of your service was at least one year, you will be paid a prorated amount of your unused vacation days based on the number of months of service you have completed in that fiscal year.

Holidays

The holiday schedule for Saint Joseph's University is determined each year by the official academic calendar. The University grants 14 paid holidays each year. The designation of official holidays will be announced annually. In some years, floating holidays will enable the University to give extended leave over the Christmas/New Year holidays. In other years, the floating holidays will be unspecified and can be used at the discretion of the employee and appropriate department head. Once the floating holiday(s) are designated, they cannot be used at the discretion of the employee and are not paid to employees should they leave prior to the designated dates of the floating holiday(s).

[Holiday and Summer Schedule 2009-2010](#)

Sick Leave

As a full-time employee of Saint Joseph 's University, you are eligible for twelve (12) paid sick days per year of continuous service beginning on the June 1st following your hire date. During your first partial year of employment, you are eligible for one sick day per month beginning on the first of the month following your hire date.

Effective 6-1-05, all current full-time administrative employees and faculty will have no less than thirty (30) days accumulated in their sick bank. Thus, all current full-time administrative employees and faculty will have the greater of thirty (30) paid sick days or the number of days accumulated thus far based on the eligibility

outlined above (number of full years of continuous service as of June 1, 2005 times 12 days up to 90 days). All full-time administrative employees and faculty hired after 6-1-05 will accrue sick time based on the eligibility outlined above. Staff employees will maintain their current sick time balances and will continue to accrue sick time as stated above.

Earned sick time that has not been used may be accumulated to a maximum of ninety (90) days.

If your leave qualifies under the University's **Family and Medical Leave Policy**, any time taken under the **Sick Leave Policy** will also be designated by the University as Family and Medical Care Leave and all provisions of the University's **Family and Medical Leave Policy** shall apply.

Your own illness, as well as appointments with health care providers, constitute legitimate uses of your sick time. A physician's note may be required as deemed necessary by your manager to support the use of your sick time. For other approved use of sick time, please see the University's **Parental and Family Care Leave Policy** below.

If you are faced with your own serious illness and must be absent from work beyond the number of days in your accumulated sick bank, you may be eligible for benefits under the University's **Short-term Disability Policy** and/or **Long-term Disability Policy**.

A faculty member returning from a leave may return to teaching or, if not applicable and/or practicable, may be assigned alternative work duties for the balance of the semester as recommended by the Dean and approved by the Provost.

Life Insurance, Short-term Disability benefits, Long-term Disability Insurance, and Long-term Care Insurance will be continued during periods of sick leave.

Accumulated Sick Leave is not paid out upon termination of your employment.

Up to three months of time absent from work under this **Sick Leave Policy** will be credited for calculating service at the University for vacation and tuition benefits. Time off beyond twelve weeks will not be credited.

Short-Term Disability

The University may provide emergency short-term disability pay for full-time employees in the event that your non-work related illness/injury requires an absence of more than your accrued sick leave. This benefit is available on the first of the month following 90 days of employment and is paid by the University. Upon approval of the disability claim, the University will provide remuneration to eligible employees at the rate of sixty percent (60%) of regular earnings until the ninetieth (90th) calendar day of disability.

In order to qualify for short-term disability benefits, you must submit a Short-term Disability application form, which includes a physician's report, to the Office of Human Resources. Approval of the short-term disability benefit does not guarantee approval of a long-term disability claim.

While absent from work on short-term disability benefits, you are required to notify your manager of your leave status and keep your manager updated on your status every two (2) weeks.

Life Insurance, Short-term Disability benefits, Long-term Disability Insurance, and Long-term Care Insurance will be continued during periods of short-term disability.

Should you have vacation benefits available and prefer to use those benefits, which are paid at 100%, rather than the Short-term Disability benefits, which are paid at 60%, you may do so under limited circumstances and subject to review by your manager and the Director of Human Resources.

Long-Term Disability

The University maintains a group Long Term Disability Insurance Plan for full-time employees. This benefit is available on the first of the month following 90 days of employment and the premium is paid by the University. Upon approval of the disability claim, the policy provides a monthly benefit of 60 percent of basic monthly earnings up to the maximum monthly benefit, less other income benefits as stated in the Policy.

In the event of long-term disability, the University will continue its contribution to your health insurance and long term care insurance plan(s) for up to one year, provided you maintain your contribution, if any, to the total premium. In certain circumstances, there may be a waiver of premium for life insurance during long term disability.

Parental and Family Care Leave

As a full-time employee of Saint Joseph 's University, you are permitted to convert up to thirty (30) days from your Sick Leave bank in any one fiscal year (June 1-May 31) to care for your newborn, newly adopted, or newly placed foster child (**Parental Leave**) or to care for your ill child, spouse or parent (**Family Care Leave**).

If your leave qualifies under the University's **Family and Medical Leave Policy**, any time taken under the **Parental and Family Care Leave Policy** will also be designated by the University as Family and Medical Care Leave and all provisions of the University's **Family and Medical Leave Policy** shall apply.

When the need for your leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, you must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt University operations. In cases of illness, you will be required to report periodically on your leave status and intention to return to work. If leave is not foreseeable, notice should be provided as soon as possible, usually no more than two days from when your leave commenced.

In the case of Parental Leave, the converted sick time (up to thirty (30) days) must be taken within twelve (12) months of the birth, adoption, or placement of the child.

A faculty member returning from a leave may return to teaching or, if not applicable and/or practicable, may be assigned alternative work duties for the balance of the semester as recommended by the Dean and approved by the Provost.

Bereavement Leave

Absence without loss of pay is allowed for attending the funeral of a member of the immediate family. Members of the immediate family are defined as parent, spouse, child, brother, sister, grandparent, or in-law of the same degree. Up to three working days, as necessary, are allowed.

Mission/Community Service Leave

Purpose: The purpose of this policy is to allow employees (staff, administrators and faculty) to participate voluntarily in University sponsored retreats/ reflections, community service experiences or approved mission-related service activities that occur during regularly scheduled workdays. Consistent with the vision of a Jesuit University, Saint Joseph's University encourages its employees to acquaint themselves with the University's

mission, to live out its mission of leadership in the service of others, and to reflect on questions of value and meaning as well as to build community within the University.

Eligibility:

In order to be eligible for Mission/Community-Service Leave, employees must have completed their 90-day introductory period and work in a full-time position or a standard part-time position (minimum of 15 hours/week, 52 weeks/year).

Scope of Mission/Community Service Leave:

The University recognizes three types of voluntary activities under this leave policy:

1. University Sponsored or Endorsed Spiritual Retreats, Days of Reflection, or Pilgrimages- defined as retreats or trips sponsored, endorsed or conducted by the Office of Mission or the Office of Campus Ministry.
2. Mission/Community-Service Related Service Activities, defined as community service activities, programs or trips, sponsored, endorsed or conducted by the Office of Mission, the Office of Campus Ministry, or the Faith and Justice Institute.
3. This would include "Immersion Trips" sponsored by the Faith and Justice Institute and /or the Office of Mission.

Mission/Community Service Leave Benefit:

Eligible staff and administrators can take a maximum of three (3) working days per calendar year or up to nine (9) days in any rolling three-year period under this benefit. (Eligible leave amount is prorated for part-time employees.) Employees can also add their vacation time and/or floating holiday(s) to the Mission/Community Service Leave Benefit, or take time without pay, all subject to the approval of their department chair or manager.

Faculty are also invited to participate in Mission/Community Service activities, but because scheduled classes cannot be easily rescheduled, we ask that faculty schedule these activities on days when they are not teaching or that they arrange, with the approval of their department chair, academically appropriate coverage of the classes that are missed for these purposes. No more than three teaching days per academic year should be used for these purposes.

Additionally, subject to supervisor approval, employees may participate in one Immersion Trip every five years with the understanding that the time taken for the trip will be not be counted against the employee's Mission/Community Leave or against that employee's vacation or floating holiday time.

Similarly, faculty are invited to participate in such trips either when they are not teaching or if they arrange, with the approval of the department chair, academically appropriate coverage of the classes that are missed for these purposes. Normally, no more than three teaching days per academic year should be used for these purposes.

Approval Process :

Staff and administrator Mission/Community Service Leave requires written approval from the employee's supervisor, the Office of Mission, and the Office of Human Resources.

Faculty Mission/Community Service Leave requires written approval from the faculty member's departmental chair, the Office of Mission and the appropriate dean.

Mission/Community/Service Leave Request forms can be obtained in the Office of Human Resources or in the Office of Mission or online at http://www.sju.edu/human_resources/hrforms.htm .

All requests for Mission/Community Service Leave will be reviewed with careful consideration of both the needs of the department and the development of the employee.

Leave for Military Service

Employees who are ordered to active duty in the United States armed forces will be given a leave of absence without pay. For a period of One Hundred and Eighty (180) days or until such time as the employee's family health coverage (including medical, dental and vision) is paid by the Government; whichever is earlier, employees will be entitled to the same health benefit coverage(s) as they were prior to being ordered to active duty. During the above-mentioned period, Saint Joseph's University will continue to contribute its' portion of the total cost for the health coverage that it was paying at the time of the leave. If during the 180-day period the employee's military service continues past a new open enrollment, wherein increased premiums are incurred, Saint Joseph's University will contribute the same portion and amounts to which it contributes to other University employees with the same coverage. During open enrollment, the employee is entitled to participate in open enrollment in the same manner as any other employee of the University. During the employee's leave, s/he may opt to continue to pay their portion of the health premium(s) by mailing Saint Joseph's University a check for the appropriate amount(s) or upon their return to work make other payment arrangements. Veterans will be reinstated in accordance with applicable law at the time of their return.

Leave for Reserve Duty

Employees who are called for reserve training as a member of the armed forces or a National Guard reserve unit, will be granted a leave of absence without pay. Vacation time may be used to fulfill this duty.

Jury and Witness Duty

Employees who are called for jury duty or subpoenaed as witnesses are granted leave to fulfill this duty. The University will pay normal pay for the period served.

Leave of Absence

Requests for a leave of absence without pay (for reasons other than Family and Medical Leave) must be made to the department head and approved by the appropriate vice president. If granted, arrangements may be made through the Human Resources Office for uninterrupted coverage of existing health benefits. Other benefits are not available during a leave of absence. The University does not contribute benefit compensation during a leave of absence.

Leaves and Credited Service If an employee is on sick leave, unpaid leave of absence or workers' compensation for more than three months, the amount of time off over three months will not be credited for calculating service at the University for vacation and tuition benefits.

Insurance Programs

Life Insurance

The University pays the entire premium for group life insurance for 2.5 times the annual salary (subject to a minimum of \$75,000 and a maximum of \$500,000). This benefit is available on the first of the month following 90 days of employment.

Within 31 days following the termination of employment, all or part of the life insurance amount may be converted to an individual policy. Applications for this purpose are available in the Office of Human Resources.

Medical Insurance

The University offers a choice of medical insurance plans: Personal Choice, Keystone Point of Service, and Keystone HMO. Details on these plans are available in the Office of Human Resources.

In most cases, the University and the employee share the cost of the medical premium. The University's share will be announced each plan year prior to the open enrollment period in September.

Coverage may begin as soon as the first of the month coincident with or following the date of employment. An employee may enroll during the first 30 days after the date of employment. Once enrolled, an employee may transfer from one medical plan to another only during the open enrollment period held in September of each year with coverage effective November.

A cash option in lieu of medical insurance is available. A waiver form must be completed, prior to the beginning of the plan year, indicating proof of other coverage and *cannot be revoked or amended during the plan year unless there is a change in family status*.

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Personal Choice

Member Services: 215-557-7577 or 1-800-626-8144

Keystone

Member Services: 215-241-CARE or 1-800-227-3114

Website for Keystone or Personal Choice: www.ibx.com

Manage your healthcare at: www.ibxpress.com

Drug Claims or Participating Pharmacy

1-877-252-3485 or www.AdvanceRx.com

Dental Insurance

Group dental insurance, through Delta Premier or DeltaCare Dental HMO, is available on the first of the month following 90 days of employment. Thereafter, enrollment is allowed only during the open enrollment period in September of each year with coverage effective November 1. Once enrolled, employees may transfer from one

dental plan to another only during the open enrollment period. The University and the employee share the cost of the dental premium. Details about these plans are available in the Office of Human Resources.

General Claims, Benefit or Dentist Questions

Delta Preferred Plan:

800-932-0783 x2 - Benefit Services

PA DeltaCare DHMO:

800-422-4234 - Customer Relations Department

NJ DeltaCare DHMO:

800-722-3524 if calling from NJ

800-848-3524 if calling from outside of NJ

To check any Delta Network:

www.deltadental.com

www.deltadentalpa.org

Vision Insurance

A vision care program, IBC Vision, is available on the first of the month following 90 days of employment. Thereafter, enrollment is allowed only during the open enrollment period in September of each year with coverage effective November 1. The University and the employee share the cost of the vision premium. Details about this plan are available in the Office of Human Resources.

Member Services: 1-888-393-2583 or www.ibxpress.com

Healthcare Spending Account

A Healthcare Spending Account is a type of Flexible Spending Account that allows employees to pay for qualified out of pocket healthcare expenses on a pre-tax basis. Expenses that qualify include: medical insurance deductibles and co-payments and other expenses not covered by your medical, dental and vision care insurance(s). Enrollment in this plan is optional. Each year or at the start of employment, an employee may elect the amount he/she wishes to contribute to the healthcare spending account. The annual maximum is \$3,000 and the annual minimum is \$240. Amounts are deducted each pay period before taxes and deposited into a Healthcare Spending Account. Employees pay for eligible expenses and submit claims to the University's third party administrator, [PayFlex](#). Reimbursement for eligible expenses is made by check or direct deposit. Information and forms for this benefit are available in the Office of Human Resources.

Continuation of Health Coverage

If an employee is covered by one of the health insurance plans, the employee can choose to continue coverage if he or she loses group health coverage because of reduction in hours of employment or the termination of employment (for reasons other than gross misconduct on the employee's part).

If an employee's spouse is covered by one of the health insurance plans, he or she may continue coverage if coverage is lost due to: the employee's death, termination of employment (for reasons other than gross misconduct), or reduction in hours of employment; divorce or legal separation; or the employee's entitlement to Medicare benefits.

If an employee's dependent child is covered by one of the health insurance plans, he or she can continue coverage if coverage under that plan is lost for any of the following reasons: the employee's death, termination of employment (for reasons other than gross misconduct) or reduction in hours of employment; parents' divorce or legal separation; the child ceases to be a "dependent child" entitled to coverage; or the employee's entitlement to Medicare benefits.

If continuation of coverage is chosen, coverage will be given which, as of the time coverage is being provided, is identical to the coverage provided under the group health plan to similarly situated employees or family members.

Coverage will continue for 36 months unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the continuation coverage period is 18 months. However, the 18-month period may be extended to 29 months when the Social Security Administration determines that you, or another covered family member at the time of termination of employment or reduction of hours, was disabled at any time during the first 60 days of continuation coverage and you inform Saint Joseph's University before the end of the 18-month period.

Coverage will end for any of the following reasons:

1. Saint Joseph's University no longer provides group health coverage to any of its employees;
2. The premium for continuation coverage is not paid by the first of each month; or
3. The covered individual becomes entitled to (covered by) Medicare.

The person choosing coverage does not have to show that he or she is insurable to continue coverage. To continue coverage, the full premium must be paid, as well as a 2% administration fee. At the end of the 18-month, 29-month or 36-month period, enrollment in an individual conversion health plan will be allowed if such a conversion is otherwise provided under the Saint Joseph's University health plan.

Employees may elect to continue participation in the Healthcare Spending Account for the remainder of the Plan Year, which ends December 31 and continue to make any required contributions to the Plan.

If an employee, spouse or dependent child wishes to continue coverage, the employee will be responsible for notifying the Office of Human Resources within 60 days of the loss of group health coverage.

Long Term Disability Insurance

The University maintains a group Long Term Disability Insurance Plan, which assures each employee a portion of his or her income in the event of a long term disability. This benefit is available on the first of the month following 90 days of employment and the premium is paid by the University. The policy insures a monthly benefit of 60 percent of basic monthly earnings up to the maximum monthly benefit, less other income benefits as stated in the Policy.

During sick leave and disability the University will continue its contribution to the employee's health insurance and long term care insurance plan(s) up to one year, provided the employee maintains his or her contribution, if any, to the total premium. In certain circumstances, there may be a waiver of premium for life insurance during long term disability.

A description of this insurance benefit is available in the Office of Human Resources.

Long Term Care Insurance

Long Term Care Insurance is available on the first of the month following 90 days of employment. Long Term Care Insurance provides care when someone needs assistance with daily living due to an accident, illness or advancing age. Care may be provided either at home or in a facility.

The University pays the premium for a basic plan for an employee. Employees have the option of buying additional levels of coverage above the basic plan. An employee's spouse, parents and grandparents (including in-laws) may purchase Long Term Care Insurance at the same group rates. Any coverage purchased above the basic plan for an employee or coverage purchased by family members is subject to evidence of insurability.

Information and applications on this benefit are available in the Office of Human Resources.

Pennsylvania Workers' Compensation Act

Saint Joseph's University is subject to the Pennsylvania Worker's Compensation Act, which provides for medical expenses and partial salary compensation for valid claims. An employee who is injured in an accident in connection with employment at the University must notify his/her supervisor within 24 hours of the accident and the supervisor must file a report with the Human Resources Office within the next 24 hours.

To ensure that your medical treatment will be paid by the University, you will be taken to the Lankenau Hospital, if the injury is an emergency or it occurs outside normal business hours; or to Worknet at Roxborough Memorial Hospital for non-emergency care during normal business hours. If further treatment is necessary, you will be referred to one of a select panel of physicians. The procedure to follow in the event of a work-related injury is available in the Human Resources Office. [Click here](#) for Amerihealth panel of physicians.

Automobile and Homeowners Insurance

Automobile and Homeowners Insurance through [Liberty Mutual Insurance Company](#) may be purchased through the University at a discount. Premiums are payable through payroll deduction with no interest or carrying charges. Acceptance in these programs is determined by the insurance company. Information on both programs is available from the Office of Human Resources.

Retirement and Savings Plans

Regular Retirement Plan

Beginning on the first day of the month following employment, employees may participate in the Regular Retirement Plan and have contributions directed to [TIAA-CREF](#), and/or [The Vanguard Group of Investment Companies](#).

Beginning on the first day of the month following the employee's completion of one year of service, the University will contribute 8 percent of the regular salary of each participating employee. In addition, the University will match the contribution of each participant who has satisfied the one year requirement, up to a maximum of 3 percent. The employee may contribute an amount in excess of 3 percent within the limitations of

the Internal Revenue Code. The University will make contributions to the plan only if the employee completes the required forms.

Employees hired on or after January 1, 1991 who were employed full-time by a public or private educational institution offering a baccalaureate or advanced degree will be credited with their service at that institution for purposes of the one year waiting period for the University contribution. Employees must provide the Human Resources Office with a letter from the former institution(s) stating the dates of prior full-time service. Booklets describing this plan and the various investment options are available in the Human Resources Office.

Supplemental Retirement Plan

Employees may begin participation in the Supplemental Retirement Plan on the first day of the month following employment by making tax deferred contributions directed to [TIAA-CREF](#), and/or [The Vanguard Group of Investment Companies](#). The University does not contribute to this plan. Booklets describing this plan and the various investment options are available in the Human Resources Office.

457(b) Deferred Compensation Plan

The Section 457(b) Deferred Compensation Plan is an additional retirement plan that allows employees to contribute amounts over and above the limits imposed on the University's Regular and Supplemental Retirement Plans. Enrollment shall be effective on or after the first day of the month following the date the required forms are received by the Human Resources Office.

To participate in this plan, an employee must be eligible to participate in the University's Regular Retirement Plan or Supplemental Retirement Plan and must contribute the maximum amount permitted by law to those plans. The University will contribute 11% of the amount an employee contributes to the 457(b) plan provided the employee has completed "one year of service" as defined by the University's Regular Retirement Plan. The investment options under this plan include all the funds currently offered by [TIAA-CREF](#) under the retirement plans. Enrollment packets for this plan are available in the Human Resources Office.

Social Security

All employees are required to participate in the Social Security Program under the Federal Insurance Contributions Act (FICA). The contribution, which is established by law, is deducted from the paycheck, and the University contributes an equal amount.

Credit Union Saint Joseph's University provides an opportunity for membership in a credit union through the [National Business Association](#). Members can save regularly through payroll direct deposits; they also have the opportunity to borrow at moderate interest rates. Applications and brochures describing this benefit are available in the Human Resources Office.

U.S. Savings Bonds Series EE and Series I Savings Bonds may be purchased through payroll deduction. The minimum bond available for Series EE Bonds is \$100, which has a purchase price of \$50. Series I Bonds will be available at face value for a minimum denomination of \$50. Applications are available in the Human Resources Office.

Tuition Benefits

Employee Benefits

After three months of employment, full-time staff, administrative and professional employees who meet admission requirements may enroll in undergraduate courses at Saint Joseph's University without tuition cost, to a maximum of nine credits per semester (Fall, Intersession, Spring, Summer). Employees who choose to attend the Intersession will have those credits counted toward the total number of credits allowed for the academic year, which is 18 credits.

Employees who meet admission requirements may also take certain graduate courses at Saint Joseph's University to a maximum of six credits per semester without tuition cost.

The number of courses may not be accrued to carry over from semester to semester or year to year. Fees are not included in the tuition remission.

General Guidelines

Employees may take classes during their regularly scheduled work hours only if their work schedule prevents attendance at University College or other classes that are offered when they are not working, and upon written approval from their department head. The approval must also state when the employee will compensate for the time away from his/her job.

According to current government regulations, tuition remission for education below the graduate level is not included in an employee's taxable compensation. Tuition remission for education at the graduate level is not included in an employee's taxable compensation up to \$5,250 annually. Tuition remission for graduate level courses over \$5,250 annually may or may not be included in an employee's taxable compensation according to regulations published by the Internal Revenue Service, which provide the criteria for deducting educational expenses. The Office of Human Resources will assist department heads in analyzing both the employee's situation and the course of study for which tuition remission is sought in order to determine whether the benefit is excludable from the employee's gross income.

Applications for this benefit are available in the Office of Human Resources and must be completed by the deadline identified by the Office of the Registrar or, in the case of the EMBA or Interdisciplinary Doctor of Education Program, by the application deadlines identified on their respective websites.

To remain eligible for tuition remission, satisfactory academic progress (must maintain the minimum G.P.A. required by University policy) and full-time employment must be maintained.

Tuition benefits will not continue into the term which begins after notice of employment termination has been given. Employees may not extend their employment into a semester in order to receive the tuition benefit.

When full-time employment terminates (except in the case of a lay-off) with time remaining in an academic semester, the employee will be required to pay a pro-rated portion of the tuition costs for the remainder of the semester in which the notice of employment termination was given.

The Executive Masters Degree in Business Administration

Each year tuition remission for the Executive MBA Program will be available for one University employee for the 12-month program (for an employee with an undergraduate degree in business) and for one University employee for the 20-month program (for an employee with an undergraduate degree in a non-business related field). To be eligible for the benefit, an employee must have completed one year of continuous full time employment, be currently employed in a full-time position at the University and meet the Executive MBA admission requirements. Employees are required to use their vacation time for prolonged absences from work (e.g., the International Study Tour).

A committee comprised of five members of the University’s Cabinet, to include the Dean of the Haub School of Business, the Provost, and the Vice President for Financial Affairs will review the list of accepted students and recommend qualified candidates to the President for his approval of the final selection.

Employees should contact the Executive MBA Program Director for details regarding admission criteria and deadlines or visit the EMBA website at: <http://www.sju.edu/emba/>.

If an employee does not complete the program, the employee will be required to reimburse the University the tuition costs incurred up to that point in the program. In certain hardship situations, an appeal may be made to the above referenced committee.

When full-time employment terminates (except in the case of a layoff) prior to the completion of the program or less than two years after completion of the program, the employee will be required to pay some or all of the tuition costs.

If full-time employment terminates (except in the case of a layoff) prior to the completion of the program, the employee will be required to reimburse the University the tuition costs incurred up to that point in the program.

If full-time employment terminates (except in the case of a layoff) after completion of the program but prior to completion of one year of subsequent full-time active employment, the employee will be required to reimburse the University for the entire amount of the tuition remission.

If full-time employment terminates (except in the case of a layoff) after completion of the program, and after completion of one year but less than two years of subsequent full-time active employment, the employee will be required to reimburse the University for one-half of the amount of the tuition remission.

If full-time employment terminates (except in the case of a layoff)	Employee will be required to:
Prior to completion of program	Reimburse University for tuition costs incurred up to that point
After completion of program but prior to completion of one year of subsequent full-time active employment	Reimburse for entire amount of tuition remission
After completion of program, and after completion of one year but less than two years of subsequent full-time active employment	Reimburse University for one-half of the amount of tuition remission

For further information regarding reimbursement of tuition for the Executive MBA Program, please refer to the Executive MBA Tuition Remission Agreement.

Interdisciplinary Doctor of Education Program

Tuition remission for the Interdisciplinary Doctor of Education Program will be available for one University employee. To be eligible for the benefit, an employee must have completed one year of continuous full time employment, be currently employed in a full-time position at the University and meet the Interdisciplinary Doctor of Education Program admission requirements. While full tuition remission will be granted, travel

expenses, meals, room and board, books and fees are not included.

A committee comprised of five members of the University’s Cabinet, to include the Dean of the Graduate School, the Dean of the College of Arts and Sciences, the Provost, and the Vice President for Financial Affairs will review the list of accepted students and recommend qualified candidates to the President for his approval of the final selection.

Employees should contact the Director, Interdisciplinary Doctor of Education Program, for details regarding admission criteria and deadlines or visit the Interdisciplinary Doctor of Education Program website at http://www.sju.edu/ACADEMIC_PROGRAMS/GRAD_ART_SCIENCE/edd/index.htm.

If an employee does not complete the program, the employee will be required to reimburse the University the tuition costs incurred up to that point in the program. In certain hardship situations, an appeal may be made to the above referenced committee.

When full-time employment terminates (except in the case of a layoff) prior to the completion of the program or less than three years after completion of the program, the employee will be required to pay some or all of the tuition costs.

If full-time employment terminates (except in the case of a layoff) prior to the completion of the program, the employee will be required to reimburse the University the tuition costs incurred up to that point in the program.

If full-time employment terminates (except in the case of a layoff) after completion of the program but prior to completion of one year of subsequent full-time active employment, the employee will be required to reimburse the University for the entire amount of the tuition remission.

If full-time employment terminates (except in the case of a layoff) after completion of the program, and after completion of one year but less than two years of subsequent full-time active employment, the employee will be required to reimburse the University for two-thirds of the amount of the tuition remission.

If full-time employment terminates (except in the case of a layoff) after completion of the program and after completion of two years but less than three years of subsequent full-time active employment, the employee will be required to reimburse the University for one-third of the amount of the tuition remission.

If full-time employment terminates (except in the case of a layoff)	Employee will be required to:
Prior to completion of program	Reimburse University for tuition costs incurred up to that point
After completion of program but prior to completion of one year of subsequent full-time active employment	Reimburse for entire amount of tuition remission
After completion of program, and after completion of one year but less than two years of subsequent full-time active employment	Reimburse University for two-thirds of the amount of tuition remission
After completion of the program and after completion of two years, but less than three years of subsequent full-time active employment	Reimburse the University for one-third of the amount of the tuition remission.

For further information regarding reimbursement of tuition for the Interdisciplinary Doctor of Education Program, please refer to the Interdisciplinary Doctor of Education Program Tuition Remission Agreement.

Study Abroad Courses

Study abroad courses may be taken for tuition credit in pursuit of a degree. Tuition for study tour is covered but travel expenses, meals, room and board are the responsibility of the employee. Vacation time must be used for the time away from the employee's job.

Programs not Offered by Saint Joseph's University

Saint Joseph's University may provide limited financial support to employees who are currently serving as members of the President's Cabinet to pursue advanced degrees at other educational institutions where the University does not offer an equivalent program. Given the considerable cost of such programs, the University will offer this benefit to only one employee at any given time. Tuition support may be granted to the employee under circumstances in which the course of study is directly related to the employee's current or future role at the University, as determined by the President and with the approval of the Executive Committee of the Board of Trustees.

If full-time employment terminates (except in the case of a layoff) prior to the completion of the program or less than three years after completion of the program, the employee will be required to pay some or all of the tuition costs, as more fully described above for the Interdisciplinary Doctor of Education Program.

Family Benefits

Spouses and dependent children (under the definition of the Internal Revenue Service Code) of full-time University employees beginning employment on or after January 1, 2002 are entitled to attend Saint Joseph's University on an undergraduate tuition scholarship (excluding fees) the semester after completing four continuous years of full-time employment*. *Note: Employees hired before January 1, 2002 are eligible for a 50% tuition remission after 3 months of employment and 75% after three years. Beginning with the fall 2002 semester current employees will be eligible for 100% tuition remission after four consecutive years.

Effective June 1, 2006, employees who were employed full-time immediately prior to joining the University by a public or private educational institution offering a baccalaureate or advanced degree will be credited with the related number of years and months of continuous full-time employment at that institution towards the four continuous years of service required by the University. Employees must provide the Human Resources Office with a letter from the former institution(s) stating the dates of prior full-time service.

The maximum benefit from University funds is 100% of tuition for four years of full-time undergraduate study toward a single bachelor's degree, or a maximum of 136 credits attempted, per student. This includes any failed courses, withdraws beyond the drop/add period, or other courses not counted toward the awarding of the degree. If a student is enrolled in a five year BS/MS program, the fifth year master's level program is not included in this benefit. If the student is still an eligible dependent during the fifth year, the tuition remission is at the undergraduate University College rate.

If a student receives a Family Tuition Scholarship, this precludes the student from receiving a merit scholarship, athletic scholarship or other university-funded scholarships. Employees who may be eligible for governmental aid should apply for such aid through the Financial Assistance Office. Any need-based aid received from the

federal or state government or aid from private, external sources can be applied to room and board or to other educational expenditures.

The Family Tuition Benefit is available only for courses taken as part of a bachelors or masters degree program. Travel and expenses (other than tuition) for overseas programs, study abroad or other credit work at locations away from the main campus are not covered by the Family Tuition Benefits program.

Application fees, general fee, room and board and other fees and costs of being a student at the University are not covered by the Family Tuition Benefits program.

The University does not grant the employee cash or other benefits from the Family Tuition Benefits Program.

Effective in Fall 2002, an employee who has completed four years of full-time employment with Saint Joseph 's University, and whose child would prefer to attend another college or university may take advantage of two inter-institutional agreements between Saint Joseph 's University and certain other colleges and universities. Applicants must meet admission and scholarship requirements for the institution to which they apply and cannot be guaranteed that a place will be available for them. Details on the agreements, FACHEX and The Tuition Exchange Program, Inc. are available in the Admissions Office. Effective June 1, 2006, employees who were employed full-time immediately prior to joining the University by a public or private educational institution offering a baccalaureate or advanced degree will be credited with these years and months of continuous full-time employment at that institution for eligibility for FACHEX and Tuition Exchange. Employees must provide the Human Resources Office with a letter from the former institution(s) stating the dates of prior full-time service.

A limited number of undergraduate scholarships to several local colleges and universities are available to children of full-time employees hired prior to April 15, 1981. Details are available in the President's Office.

To remain eligible for the Family Tuition Benefits program, satisfactory academic progress as detailed in the college catalogs, and full-time employment must be maintained. When full-time employment terminates, tuition benefits will be prorated through the term in progress, but will not continue into the term that begins after notice of employment termination has been submitted. Employees may not extend their employment into a semester in order to receive the family tuition benefit.

Tuition remission for certain graduate courses will be granted at the University College rate. There is a limit of one graduate degree per spouse and per dependent. Tuition benefits are not available for the Interdisciplinary Doctor of Education Program, any of the Executive Programs or the on-line programs.

Per current government regulations, Family Tuition Benefits for spouses and dependents of employees for education below the graduate level are not included in an employee's compensation. Family Tuition Benefits for spouses and dependents of employees for graduate level courses are fully taxable as compensation to an employee and subject to all payroll withholdings.

Applications for all Family Tuition Benefits are available in the Human Resources Office. A copy of the portion of an employee's most recent Internal Revenue Service Form 1040 listing dependents must be attached to the application.

High School Benefits

Employees who have completed three months of full-time service are eligible for participation in tuition reduction programs in three private high schools. Through an inter-institutional agreement with [Saint Joseph's Preparatory School](#), any dependent son who is accepted for admission is entitled to an annual tuition reduction

of \$2000 and a 50 percent reduction in summer school tuition for grades 9 through 12. Through agreements with the Academy of Notre Dame de Namur and [Merion Mercy Academy](#), a dependent daughter who is accepted for admission is eligible for one of a **limited** number of \$2000 annual scholar-ships for grades 9 through 12. At the beginning of each semester (September and January) following an employee's eligibility, \$1000 will be granted. Details and applications for these benefits are available in the Human Resources Office.

General Benefits

Employee Assistance Program

The University provides an Employee Assistance Plan through UnumProvident. Employees are encouraged to seek confidential help in areas of work-life balance, personalized financial counseling and emergency travel assistance. The following services are available :

- Work-Life Balance Assistance Program assists employees in finding solutions to the everyday challenges of work and home such as issues involving emotional and physical well-being; childcare and/or eldercare referrals; personal relationship information and counseling; legal consultations; financial planning and counseling; stress management, and more. To learn more visit www.unumprovident.com/worklifebalance.
- Emergency Travel Assistance for travel during business or pleasure, in the United States or around the world. Services include: guaranteed hospital admission; emergency medical evacuation to medical facilities; prescription replacement; and care and transport of unattended minor children. For more information visit www.unumprovident.com/travelassistance.

Brochures can also be obtained through the Office of Human Resources.

Child Care

Employees who have need for child care may have access to [The Children's School at Saint John's Church](#) on a first-come, first-serve basis. This center is a mutual undertaking between Saint Joseph's University and Saint John's Episcopal Church in Bala Cynwyd.

Dependent Care Assistance Plan

The Dependent Care Assistance Plan is designed to allow the employee to pay for qualifying dependent care expenses on a before-tax basis. Employees pay for eligible expenses and submit claims to the University's third party administrator, [PayFlex](#). Reimbursement for eligible expenses is made by check or direct deposit. Information and forms for this benefit are available in the Office of Human Resources.

Fringe Benefit Plan

This plan is designed to provide tax savings to those employees who subscribe to the medical, dental and/or vision plans.

Contributions to the Federal Social Security Program are based on the amount of gross salary received by an employee. An employee will have his or her gross salary reduced by the cost of insurance. As a result, for such an employee, contributions to the Federal Social Security Program will be reduced accordingly.

If an employee contribution is required for coverage, an employee's regular pay will be reduced on a before-tax basis to pay for that coverage unless an employee elects to pay with after-tax dollars. **An employee may revise this election during the year only if a change in family status occurs and for no other reason.**

Library Privileges

The library facilities of the University are made available to employees under the existing rules governing library usage. The privilege is extended on the presentation of the employee identification card. Employees have access to books (including best selling titles in the McNaughton popular reading collection), periodicals, databases, and the Internet.

Athletic/Recreational Privileges

The Sports Recreation Complex is available for use at no cost to full-time and retired full-time employees, their spouses and dependent children (who qualify as exemptions under the definition of the Internal Revenue Service Code).

Employees receive a fifty percent discount, and preferred seating, on tickets—purchased in advance—for all home Saint Joseph's University basketball games at Alumni Memorial Fieldhouse. All tickets purchased on game day/night will be full price. Saint Joseph's University games played at local, off-campus sites (Palestra, Spectrum, etc.) are not necessarily included at discounted rates. Based on availability, full-time employees can receive four (4) discounted tickets (season/single game). Season tickets holders are given priority.

Student Health Center

The [Student Health Center](#) is intended primarily to provide for the medical needs of students; it provides accident emergency treatment only for all other personnel of the University. A minimum of four dollars will be charged for each visit and may be deducted from the paycheck. This emergency service is not intended to be used as a substitute for a family physician.

Service Awards

Service awards are presented to full-time employees after every decade of service to the University. The President will present these awards during the Christmas season.

Bookstore Discount

The University Bookstore provides a discount to employees on most merchandise, including textbooks. Employees receive this discount upon presentation of the employee identification card prior to purchase.

Travel Services

Travel services are available on campus through the University's "Official Travel Agency". All University business travel needs to be arranged by that office. The "Official Travel Agency" has specialists available to assist employees with personal travel plans as well. Please check the Saint Joseph's University Travel Web Page: http://www.sju.edu/TRAVEL_OFFICE for policies, procedures and links to the automated travel pages.

Mortgages and Refinancing

Employees are offered mortgage, home equity and title insurance products, at reduced rates and fees. Information is available in the Office of Human Resources.

Part-Time Benefits

Part-Time Classification

Part-time employees are classified as follows:

- **Standard part-time employees** - those working a minimum of 15 scheduled hours each week, 52 weeks each year.
- **Restricted part-time employees** - those working fewer than 15 hours each week or fewer than 52 weeks each year.

Fringe Benefits: Part-Time Employees

Regular and Supplemental Retirement Plans Part-time employees who normally work at least 20 hours per week are eligible to make voluntary salary reduction contributions to the Regular and/or Supplemental Retirement Plans, but are not eligible to have contributions made by the University made on their behalf. Contributions may be directed to [TIAA-CREF](#) and/or [The Vanguard Group of Investment Companies](#). Booklets describing these plans and the various investment options are available in the Human Resources Office.

Mission/Community Service Leave

Purpose: The purpose of this policy is to allow employees (staff, administrators and faculty) to participate voluntarily in University sponsored retreats/ reflections, community service experiences or approved mission-related service activities that occur during regularly scheduled workdays. Consistent with the vision of a Jesuit University, Saint Joseph's University encourages its employees to acquaint themselves with the University's mission, to live out its mission of leadership in the service of others, and to reflect on questions of value and meaning as well as to build community within the University.

Eligibility:

In order to be eligible for Mission/Community-Service Leave, employees must have completed their 90-day introductory period and work in a full-time position or a standard part-time position (minimum of 15 hours/week, 52 weeks/year).

Scope of Mission/Community Service Leave:

The University recognizes three types of voluntary activities under this leave policy:

1. University Sponsored or Endorsed Spiritual Retreats, Days of Reflection, or Pilgrimages- defined as retreats or trips sponsored, endorsed or conducted by the Office of Mission or the Office of Campus Ministry.
2. Mission/Community-Service Related Service Activities, defined as community service activities, programs or trips, sponsored, endorsed or conducted by the Office of Mission, the Office of Campus Ministry, or the Faith and Justice Institute.

3. This would include “Immersion Trips” sponsored by the Faith and Justice Institute and /or the Office of Mission.

Mission/Community Service Leave Benefit:

Eligible staff and administrators can take a maximum of three (3) working days per calendar year or up to nine (9) days in any rolling three-year period under this benefit. (Eligible leave amount is prorated for part-time employees.) Employees can also add their vacation time and/or floating holiday(s) to the Mission/Community Service Leave Benefit, or take time without pay, all subject to the approval of their department chair or manager.

Faculty are also invited to participate in Mission/Community Service activities, but because scheduled classes cannot be easily rescheduled, we ask that faculty schedule these activities on days when they are not teaching or that they arrange, with the approval of their department chair, academically appropriate coverage of the classes that are missed for these purposes. No more than three teaching days per academic year should be used for these purposes.

Additionally, subject to supervisor approval, employees may participate in one Immersion Trip every five years with the understanding that the time taken for the trip will be not be counted against the employee's Mission/Community Leave or against that employee's vacation or floating holiday time.

Similarly, faculty are invited to participate in such trips either when they are not teaching or if they arrange, with the approval of the department chair, academically appropriate coverage of the classes that are missed for these purposes. Normally, no more than three teaching days per academic year should be used for these purposes.

Approval Process:

Staff and administrator Mission/Community Service Leave requires written approval from the employee's supervisor, the Office of Mission, and the Office of Human Resources.

Faculty Mission/Community Service Leave requires written approval from the faculty member's departmental chair, the Office of Mission and the appropriate dean.

Mission/Community/Service Leave Request forms can be obtained in the Office of Human Resources or in the Office of Mission or online at http://www.sju.edu/human_resources/hrforms.htm.

All requests for Mission/Community Service Leave will be reviewed with careful consideration of both the needs of the department and the development of the employee.

Leave for Military Service

Part-time employees who are ordered to active duty in the United States armed forces will be given a leave of absence without pay. For a period of One Hundred and Eighty (180) days or until such time as the employee's family health coverage (including medical, dental and vision) is paid by the Government; whichever is earlier, employees will be entitled to the same health benefit coverage(s) as they were prior to being ordered to active duty. During the above-mentioned period, Saint Joseph's University will continue to contribute its' portion of the total cost for the health coverage that it was paying at the time of the leave. If during the 180-day period the employee's military service continues past a new open enrollment, wherein increased premiums are incurred, Saint Joseph's University will contribute the same portion and amounts to which it contributes to other University employees with the same coverage. During open enrollment, the employee is entitled to participate in open enrollment in the same manner as any other employee of the University. During the employee's leave, s/he may opt to continue to pay their portion of the health premium(s) by mailing Saint Joseph's University a

check for the appropriate amount(s) or upon their return to work make other payment arrangements. Veterans will be reinstated in accordance with applicable law at the time of their return.

Leave for Reserve Duty

Part-time employees, who are called for reserve training as a member of the armed forces or a National Guard reserve unit, will be granted a leave of absence without pay.

Jury and Witness Duty

Part-time employees who are called for jury duty or subpoenaed as witnesses on a scheduled workday are granted leave to fulfill this duty. The University will pay normal pay for the period served.

Leave of Absence Requests for a leave of absence without pay (for reasons other than Family and Medical Leave) must be made to the department head and approved by the appropriate vice president.

Employee Counseling Assistance Program Employees can utilize the [Counseling and Personal Development Center](#) for the purposes of consultation and referral. The center staff, made up of licensed psychologists and an alcohol and other drug specialist, has information about a wide variety of resources and services available in the surrounding metropolitan area. Consultation and referral service is free of charge. The Center is located in 238 Campion (ext 1090).

Library Privileges

The library facilities of the University are made available to part-time employees under the existing rules governing library usage. The privilege is extended on presentation of the employee identification card. Employees have access to books (including best-selling titles in the McNaughton popular reading collection), periodicals, databases, and the Internet.

Home Buy Now

The University participates in Home Buy Now, a program of the City of Philadelphia's Neighborhood Transformation Initiative. This benefit will provide financial assistance to employees who wish to purchase homes in Philadelphia's 19131 and 19151 zip codes. Effective February 1, 2009, an employee may be eligible to receive a forgivable loan of \$5,000 to purchase a home in the specified zip codes. The home must be used as a primary residence. For three years, beginning February 1, 2009 the University program will fund four loans per year or 12 loans in three years. For each year that a participating employee remains with the University after receiving the loan, \$1,000 will be forgiven. Additionally, through its Neighborhood Transformation Initiative, the City of Philadelphia currently will match the University's contribution dollar for dollar. Depending on the level of demand, preference will be given to first-time home buyers.

To apply for a mortgage, an employee should request a copy of the *Home Buy Now Plan Description and Agreement* and two (2) copies of a qualification letter from the Office of Human Resources. Upon approval of the mortgage, a signed agreement, the mortgage commitment letter and information regarding the settlement agent must be submitted to the Office of Financial Affairs.

Student Health Center

The [Student Health Center](#) is intended primarily to provide for the medical needs of students; it provides accident emergency treatment only for all other personnel of the University. A minimum of four dollars will be charged for each visit and may be deducted from the paycheck. This emergency service is not intended to be used as a substitute for a family physician.

Athletic/Recreational Privileges

The Sports Recreation Complex is available for use at no cost to part-time employees, their spouses and dependent children (who qualify as exemptions under the definition of the Internal Revenue Service Code).

Part-time employees receive a fifty- percent discount, and preferred seating, on tickets—purchased in advance—for all home Saint Joseph’s University basketball games at Alumni Memorial Field House. All tickets purchased on game day/night will be full price. Saint Joseph’s University games played at local, off-campus sites (Palestra, Spectrum, etc.) are not necessarily included at discounted rates. Based on availability, part-time employees are eligible for two (2) discounted tickets (season/single game). Season tickets holders are given priority.

Bookstore Discount

The University bookstore provides a discount to part-time employees on most merchandise, including textbooks. Part-time employees receive this discount upon presentation of the employee identification card prior to purchase.

Travel Services

Travel services are available on campus through the University’s "Official Travel Agency". All University business travel needs to be arranged by that office. The "Official Travel Agency" has specialists available to assist employees with personal travel plans as well. Please check the Saint Joseph’s University Travel Web Page: http://www.sju.edu/TRAVEL_OFFICE for policies, procedures and links to the automated travel pages.

Mortgages and Refinancing Part-time employees are offered mortgage, home equity and title insurance products, at reduced rates and fees. Information is available in the Human Resources Office.

STANDARD PART-TIME EMPLOYEES (see Part-time Classification) ARE ENTITLED TO RECEIVE THE FOLLOWING FRINGE BENEFITS:

Standard Part-time Vacation

Standard part-time administrative and professional employees (employees who work a minimum of 15 scheduled hours/week, 52 weeks/year) are eligible for prorated vacation benefits as of the June 1 following their hire date, according to the schedule below. For example, if a standard part-time employee works 3 days/ week (for a minimum of 15 hours/week) , 52 weeks/year, he/she is eligible for 3 days of paid vacation times the applicable number of weeks in the chart below.

Standard part-time employees are not eligible for paid vacation benefits prior to the June 1 following their hire date.

Years of Continuous Service

Vacation Eligibility

June 1st following your hire date 3 weeks
June 1st before/after your 2nd anniversary* 4 weeks

June 1st before/after your 15th anniversary* 5 weeks

*If your anniversary date falls in the first half of the fiscal year (June 1-November 30), your additional week of vacation will be added to your bank on the June 1 of the fiscal year in which the anniversary occurs. If your anniversary date falls in the second half of the fiscal year (December 1-May 31) , your additional week of vacation will be added to your bank on the June 1 of the fiscal year that follows your anniversary.

If your employment status changes from part-time to full-time, your vacation benefits will be prorated for the fiscal year in which the status change occurs. On the June 1 following your status change, your paid vacation benefits will be adjusted to full-time .

If your employment status changes from nine- or ten-month full-time employment to 12-month full-time employment, your vacation benefits will be prorated for the fiscal year in which the change occurs. On the June 1 following your status change, your paid vacation benefits will follow the full-time schedule outlined at the top of this section, based on your hire date as a full-time nine- or ten-month employee.

Vacation time must be taken in the year in which you become eligible. At the end of the fiscal year, unused vacation time may not be carried over to the following year. Exceptions to this policy will be limited to cases in which you are unable to take some of your vacation time due to the needs of your department, as determined by your department head. Such extreme exceptions must be designated by your department head and submitted in writing to the Office of Human Resources. Where such exceptions are made, the carryover will be limited to one week, which must be used in the first quarter of the new fiscal year or be forfeited. Extra pay in lieu of vacation is not permitted.

Vacation requests must be submitted to your manager in advance and are subject to manager approval. By December 1 of each fiscal year, all of your vacation time for that fiscal year should be approved by and scheduled with your manager.

Standard Part-time Holidays

Standard part-time employees will receive an average day's pay (one-fifth the total hours scheduled weekly) for each University holiday and floating holiday. See number 13 on page 24 for more details of the University Holiday policy.

Sick Leave

Standard part-time employees (employees who work a minimum of 15 hours/week, 52 weeks/year), are eligible for sick leave benefits according to the following schedule as of the June 1 following their hire date and each June 1 thereafter during their employment:

If you work x hours/week	You are eligible for y sick days/year
15-24 hours/week	5 days/year
25-34 hours/week	6 days/year

If your employment status changes from part-time to full-time, you're sick leave benefits will be prorated for the fiscal year in which the status change occurs. On the June 1 following your status change, you're sick leave benefits will be adjusted to 12 days/year going forward.

If your leave qualifies under the University's **Family and Medical Leave Policy**, any time taken under the **Sick Leave Policy** will also be designated by the University as Family and Medical Care Leave and all provisions of the University's **Family and Medical Leave Policy** shall apply.

Your own illness, as well as appointments with health care providers, constitute legitimate uses of your sick time. A physician's note may be required as deemed necessary by your manager to support the use of your sick time.

Accumulated Sick Leave is not paid out upon termination of your employment.

Up to three months of time absent from work under this **Sick Leave Policy** will be credited for calculating service at the University for vacation benefits. Time off beyond twelve weeks will not be credited.

General Information and Guidelines

Personnel Records

The University's policy on access to personnel files follows the principles of fair information practice which are designed to protect the individual's right to privacy and right to know, while meeting the legitimate needs of the University and Government. Under this policy the University provides an employee with access to his or her own file to review and inspect the records, except for material that was solicited, submitted and received under an explicit grant of confidentiality.

Personal Information

In order to assist the University in maintaining its records, employees are required to notify the Human Resources Office immediately of any changes in name, address, telephone number, marital status, number of dependents, etc. Employees may be asked to verify this information periodically.

Identification Cards

An identification card is provided at no cost to each new employee. A payment of ten dollars will be required to obtain a replacement for a lost or stolen card. Information regarding identification cards can be obtained from the Human Resources Office.

Security Officers may require any employee to present proper identification while on campus. Identification cards are required to gain access to the Sports Complex recreational facilities, to borrow materials from the library and to receive a discount at the University bookstore.

The card remains the property of the University and must be returned to the Human Resources Office when employment is terminated.

Transit and Parking Benefits

Full time employees may set aside money from their paychecks, on a pre-tax basis, to pay for qualified transportation expenses. Qualified expenses include a transit pass, token or fare card for use at a mass transit facility to include bus, train, or van pool and parking at or near work or at a location from which an employee commutes such as a mass transit or park-n-ride lot. Employees may purchase transit passes, parking passes or get cash reimbursements for parking expenses at remote lots through [PayFlex](#). Log onto www.mypayflex.com and select "Purchase Parking and Transit Pass". Transit passes are mailed to an employee's home. The University will deduct the amount both pre-tax and post-tax (in the event the amount exceeds the monthly maximum) from the last pay of each month. Further information on this benefit is available in the Office of Human Resources.

All employees are eligible for the pre-tax parking benefit to park on campus. Employees must purchase their campus parking decal via payroll deduction in order to receive the pre-tax benefit.

Mail and Telephone

The mail service is for business use only, and employees should not have their personal mail delivered to the University. Except for emergencies, personal telephone calls are not to be made or received during working hours. If a telephone call should become necessary because of an emergency, it should be kept as brief as possible. Each employee is responsible for the cost of any personal long distance telephone call.

Soliciting

Unauthorized selling or soliciting of any type or the unauthorized distributing of commercial or other literature is not permitted.

Emergency Closings

Administrators and professional employees will be granted a paid day when the administrative offices have been closed for emergency reasons. Should an employee, other than Security Administrators, be required to work on an emergency closing day, compensatory time will be granted. The Department of Security and Public Safety maintains a 24 hour work schedule, therefore the Security personnel would not be eligible for compensatory time.

Employees may call 610-660-3333 to find out if the office are closed due to an emergency. Emergency closings will also be announced on local radio stations. The closing number for the administrative offices and College of Arts and Sciences and College of Business and Administration is 216; for University College and Graduate programs, 2104.

Equipment and Property

The University strives to keep a neat and attractive campus and expects all employees to assist in maintaining this environment. Each employee should keep his or her work area neat and clean and must take proper care in the use of University equipment. Items such as stationary, envelopes, postage, etc., are for business use exclusively and not for personal use.

Energy Conservation

The University is cooperating with the federal appeal to conserve energy. A combined effort by all employees to turn off unnecessary lights, avoid excessive heat or air conditioning, close windows during heating and cooling seasons, etc., will enable us to do our part in this national goal; it will also save substantial dollars for the University.

Safety and Security

Safety of personnel and security of facilities and equipment are vital concerns for all University members. All windows and doors are to be locked at the end of the working day. Any suspicious activities or individuals should be reported immediately to the Office of Security and Public Safety, extension 1111.

Personal items of value should be kept in a secure place at all times. Since desks are easily opened by persons determined to steal, employees should avoid leaving keys or valuables locked in a desk overnight. The University will not be responsible for the replacement or cost of stolen personal property.

During evening hours, escort service to the parking lots, provided by Security Officers, may be arranged by calling extension 1111.

Moral Conduct

As a Christian institution, Saint Joseph's University is dedicated to maintaining the highest standard of moral conduct. In keeping with this objective, the University strives to provide an environment in which employees have the capacity to act with integrity. An employee's competence in his work should be balanced by a commitment to responsible and ethical action. Employees are expected to take responsibility and stand accountable for their actions.

Policies

Family & Medical Leave

Employees may be eligible for an unpaid leave of absence under the federal Family Medical Leave Act ("FMLA"), subject to its eligibility requirements and other terms, conditions and restrictions. In addition, employees may be eligible for other unpaid leave provided as a matter of University policy or under applicable state or local law.

Section I: Definition/Purpose of Leave

A family and/or medical leave of absence shall be defined as an approved absence available to eligible employees for up to twelve weeks (12) of unpaid leave under particular circumstances that are critical to the life

of a family. An eligible employee shall be eligible for a total of twelve (12) workweeks¹ of unpaid, job protected leave in a designated twelve (12) month period for one or more of the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth
- To care for the employee's son or daughter after birth²
- To care for the employee's son or daughter upon placement with the employee for adoption or foster care²
- In order to care for the employee's spouse, son or daughter or parent, if such spouse, son or daughter or parent has a serious health condition (as described below)
- Because of a serious health condition that makes the employee unable to perform the functions of the employee's job
- Because of a "qualifying exigency" due to the fact that the employee's spouse, son, daughter or parent is a member of the National Guard or Reserves who is either on active duty or has been notified of an impending call or order to active duty in the Armed Forces support of a contingency operation. This leave does not apply if the employee's spouse, son, daughter or parent is a member of the Regular armed forces³
- In order to care for a covered servicemember who is the spouse, son, daughter, parent or "next-of kin" of an eligible employee. As explained below, for this type of leave only, employees may be eligible for up to twenty-six (26) weeks of unpaid FMLA Leave in a single twelve (12) month period ("covered servicemember leave")

In addition, as noted above, the FMLA also provides eligible employees with a special leave entitlement to take up to twenty-six (26) workweeks of unpaid leave within a "single twelve (12) month period" to care for a covered servicemember who is the spouse, son, daughter, parent or "next-of kin" of an eligible employee. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation or therapy, or is on outpatient status or is on the temporary disability retired list.

The single twelve (12) month period in which an eligible employee may take up to twenty-six (26) workweeks of unpaid covered servicemember leave is measured forward from the first day the eligible employee takes FMLA Leave to care for a covered servicemember and ends twelve (12) months after that date. This FMLA Leave entitlement is applied on a per covered-servicemember, per injury basis.⁴

¹ In certain circumstances as set forth below, an employee may be eligible for up to twenty-six (26) workweeks of FMLA Leave.

² Leave taken under these circumstances must be completed within twelve (12) months of the birth or placement to which the leave relates.

³ Qualifying exigencies may include handling issues arising from short-term deployment, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, resting and recuperating and attending post-deployment reintegration briefings.

⁴ The "per covered-servicemember, per-injury basis" means that an eligible employee may be entitled to take more than one period of twenty-six (26) workweeks of leave if the leave is to care for different covered

However, an eligible employee is limited to a combined total of twenty-six (26) workweeks of unpaid FMLA Leave for any FMLA qualifying reason during the "single twelve (12) month period," provided that an eligible employee is eligible for no more than twelve (12) weeks of FMLA Leave because of the following, alone or in combination with each other: the birth of a son or daughter of the employee and in order to care for the son or daughter; because of the placement of a son or daughter with an employee for adoption or foster care; in order to care for the spouse, son, daughter or parent with a serious health condition; because of the employee's own serious health condition; or because of a qualifying exigency. In other words, the expanded twenty-six (26) workweeks of unpaid FMLA Leave applies only in the limited circumstances of caring for a covered servicemember as noted above and may not be used to expand the length of time (twelve (12) workweeks) available to an employee to be taken for other FMLA-qualifying reasons.⁵

For example, assume during a "single twelve (12) month period" an employee takes sixteen (16) weeks of FMLA Leave to care for a covered servicemember; that employee would be eligible for another ten (10) weeks of FMLA Leave to care for a newborn child (or for any other FMLA qualifying purpose). However, the employee may not take more than twelve (12) weeks of FMLA Leave to care for a newborn child (or any other FMLA qualifying purpose other than to care for a covered servicemember) during the "single twelve (12) month period," even if the employee takes fewer than fourteen (14) weeks of FMLA Leave to care for a covered servicemember.

Section II: Scope

An eligible employee does not need to use his or her FMLA Leave entitlement in one block. FMLA Leave may be taken intermittently or on a reduced schedule basis when medically necessary. Employees requesting intermittent or reduced leave must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the University's operations. FMLA Leave due to a "qualifying exigency" may also be taken on an intermittent or a reduced schedule basis.

If an eligible employee needs intermittent or reduced-schedule leave that is foreseeable based upon planned medical treatment for the employee, a family member, or a covered servicemember, including during a period of recovery from the serious health condition or if the University agrees in its discretion to permit intermittent or reduced schedule leave for the birth of a child or for the placement of a child for adoption or foster care, the University may require the employee to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the intermittent or reduced leave schedule.

Section III: Eligibility

To be eligible for leave under this policy you must have been employed for at least twelve months in total and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave. You may take a maximum of twelve weeks FMLA Leave during a twelve month period¹. The twelve month period is determined going forward from the date leave is first taken.

servicemembers or to care for the same servicemember with a subsequent serious illness or injury, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve (12) month period."

⁵ In addition, in the event spouses work for the University, the total amount of FMLA Leave available to both spouses may be additionally limited in accordance with the FMLA.

Time off due to a job-related illness or injury that has resulted in a serious health condition will be applied to an eligible employee's leave under this policy.

Exception: If you are a salaried employee who is among the highest paid ten percent of the University's employees, you may not be entitled to reinstatement if substantial economic injury to the university would result. In this situation, however, you will be notified that reinstatement may be denied and, when it is determined that keeping the job open would result in substantial economic injury, you will be given an opportunity to return to work immediately or at the expiration of any paid leave to which you otherwise may be entitled.

Section IV: Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the function of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment required may be met by a period of incapacity of more than three (3) consecutive, full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy or prenatal care, or incapacity due to a chronic condition. Other permanent and long-term conditions as well as conditions requiring multiple treatments may also meet the definition of continuing treatment.

Section V Notification/Certifications

An employee will be required to complete a Request for FMLA Leave of Absence Form to apply for FMLA Leave. If the University learns that your leave is being taken for a purpose set forth in Section I, the University may designate the leave as FMLA Leave under this policy regardless of whether you submit an application. You must complete the application in detail, sign it, and forward it to the Office of Human Resources.

In addition, the University will provide the employee with a Health Care Provider Certification Form. This form must be completed in full and returned to the Office of Human Resources within fifteen days of the request of your leave. In the case of a medical certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Within two (2) business days (absent extenuating circumstances) of receiving a request for FMLA Leave under this policy, the University will complete and return to the employee a Response to Request for Family and Medical Leave form. However, when FMLA Leave requires certification of a serious health condition, it cannot be approved until the Health Care Provider Certification Form is completed and returned and the leave request has been determined to meet the eligibility requirements of the FMLA.

An employee will be required to provide periodic reports of the employee's status and intent to return to work. The University may also require a second or third medical opinion. In addition, the University may also require recertification of an employee's need for leave. These requirements apply both in the event an employee is requesting leave for his or her own serious health condition and in the event of the serious health condition of a parent, spouse or child or, as applicable, covered servicemember. In connection with a request for FMLA Leave

due to a "qualifying exigency," or to care for a covered servicemember, the University may also require an employee to provide a complete and sufficient certification and/or other documentation in support of the leave.

The University will require that an employee provide a fitness for duty certification prior to permitting an employee to return to work from FMLA Leave due to his or her own serious health condition. Where an employee is on intermittent or reduced schedule leave for his own serious health condition, the employee may also be required to provide a fitness for duty certification periodically.

Where the need for FMLA Leave is foreseeable, an employee must give thirty (30) days' advance notice of the need for FMLA Leave, where possible. When the need for FMLA Leave is foreseeable and thirty (30) days advance notice is not possible, the employee must give notice "as soon as is practicable." "As soon as practicable" means as soon as possible and practicable. When an employee becomes aware of a need for FMLA Leave less than thirty (30) days in advance, it generally should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

Note: For foreseeable leave due to a qualifying exigency, an employee must provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable. Where the need for leave is not foreseeable, an employee must provide notice to the University as soon as practicable under the facts and circumstances of a particular situation. In addition, absent an emergency or other unusual circumstances, employees are expected to provide notice in accordance with the departmental call-out procedures.

Section VI Employee Benefits During Leave of Absence

If you are entitled to paid leave under another benefit plan or policy, you must take the paid leave first which will be counted toward the twelve weeks available under this policy¹. If you take leave for the birth of a child or because of your own serious illness, you must substitute available accrued sick time for all or part of the twelve weeks. If, under these circumstances, you must be absent from work beyond the available number of days in your sick bank, you may be eligible for **Short-term Disability** benefits.

If you take leave for adoption or foster care of a child or to care for a spouse, parent or child with a serious illness, you have the option to use **Parental or Family Care Leave**. If, under these circumstances, you must be absent from work beyond the number of days you are eligible to convert, you must substitute all accrued vacation time for the balance of the twelve weeks.

While on leave, you are entitled to the continuance of group health coverage under the same conditions that you received coverage prior to the leave. To continue health insurance, you must arrange to pay your contribution, if any, to the total premium during the period of unpaid absence.

If you go on leave, you may revoke or change your existing election under the Healthcare Spending Account Plan. To continue coverage during unpaid leave, you may pre-pay for the coverage, pay for coverage on an after-tax basis while on leave, or arrange a schedule to "catch up" payments upon return.

Life Insurance, Short-term Disability benefits, Long-term Disability Insurance, and Long-term Care Insurance will be continued during periods of FMLA Leave.

Up to twelve weeks of FMLA Leave time will be credited for calculating service at the University for vacation and tuition benefits. Time off beyond twelve weeks will not be credited.

Where FMLA Leave is taken in a full week increment, and a holiday occurs during that week, the holiday has no effect; the entire week counts as FMLA Leave and employee will not be paid for the Holiday. Where an employee uses FMLA Leave in increments of less than one week, the Holiday will not count against the FMLA Leave used by the employee, unless the employee was otherwise scheduled and expected to work on the holiday. In addition, to the extent permitted by law, employees shall be ineligible for Bereavement or Juror/Witness Pay during FMLA Leave.

Section VII: Return to Work

Generally, employees are guaranteed to return to the same or an equivalent position if they return to work prior to or immediately after exhausting their FMLA entitlement. "Key employees" as defined by the FMLA in terms of compensation may be denied restoration of employment by the University where such restoration of employment would cause substantial and grievous economic injury to the operations of the University. An employee will be informed at the time of the FMLA Leave request leave if he or she is a Key employee as defined by the Act. Any employee may be denied restoration to the same or equivalent position if his or her position would have been eliminated and/or changed if he or she had remained continuously employed.

As stated above, the University will require that an employee provide a fitness for duty certification prior to permitting an employee to return to work from FMLA Leave due to his or her own serious health condition.

Section VIII: The University's Responsibilities under the FMLA

The University will inform employees requesting leave whether they are eligible under FMLA. If an employee is eligible, the University will provide a notice specifying any additional information required as well as the employee's rights and responsibilities. If the University determines that an employee is not eligible, the University will provide the employee with a reason for the ineligibility. The University will inform the employee whether the leave requested will be designated as FMLA Leave and the amount of leave that will be counted against the employee's FMLA Leave entitlement. If the University determines that the employee's leave is not FMLA protected, then the University will notify the employee. The University cannot and will not interfere with, restrain, or deny the exercise of any right provided under the FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information: 1-866-4US-WAGE (1-866-487-9243); TTY 1-877-889- 5627;
www.wagehour.dol.gov.

Mission/Community Service Leave

Purpose

The purpose of this policy is to allow employees (staff, administrators and faculty) to participate voluntarily in University sponsored retreats/ reflections, community service experiences or approved mission-related service activities that occur during regularly scheduled workdays. Consistent with the vision of a Jesuit University, Saint Joseph's University encourages its employees to acquaint themselves with the University's mission, to live out its mission of leadership in the service of others, and to reflect on questions of value and meaning as well as to build community within the University.

Eligibility

In order to be eligible for Mission/Community-Service Leave, employees must have completed their 90-day introductory period and work in a full-time position or a standard part-time position (minimum of 15 hours/week, 52 weeks/year).

Scope of Mission/Community Service Leave

The University recognizes three types of voluntary activities under this leave policy:

1. University Sponsored or Endorsed Spiritual Retreats, Days of Reflection, or Pilgrimages- defined as retreats or trips sponsored, endorsed or conducted by the Office of Mission or the Office of Campus Ministry.
2. Mission/Community-Service Related Service Activities, defined as community service activities, programs or trips, sponsored, endorsed or conducted by the Office of Mission, the Office of Campus Ministry, or the Faith and Justice Institute.
3. This would include "Immersion Trips" sponsored by the Faith and Justice Institute and /or the Office of Mission.

Mission/Community Service Leave Benefit

Eligible staff and administrators can take a maximum of three (3) working days per calendar year or up to nine (9) days in any rolling three-year period under this benefit. (Eligible leave amount is prorated for part-time employees.) Employees can also add their vacation time and/or floating holiday(s) to the Mission/Community Service Leave Benefit, or take time without pay, all subject to the approval of their department chair or manager.

Faculty are also invited to participate in Mission/Community Service activities, but because scheduled classes cannot be easily rescheduled, we ask that faculty schedule these activities on days when they are not teaching or that they arrange, with the approval of their department chair, academically appropriate coverage of the classes that are missed for these purposes. No more than three teaching days per academic year should be used for these purposes.

Additionally, subject to supervisor approval, employees may participate in one Immersion Trip every five years with the understanding that the time taken for the trip will be not be counted against the employee's Mission/Community Leave or against that employee's vacation or floating holiday time.

Similarly, faculty are invited to participate in such trips either when they are not teaching or if they arrange, with the approval of the department chair, academically appropriate coverage of the classes that are missed for these purposes. Normally, no more than three teaching days per academic year should be used for these purposes.

Approval Process

Staff and administrator Mission/Community Service Leave requires written approval from the employee's supervisor, the Office of Mission, and the Office of Human Resources.

Faculty Mission/Community Service Leave requires written approval from the faculty member's departmental chair, the Office of Mission and the appropriate dean.

Mission/Community/Service Leave Request forms can be obtained in the Office of Human Resources or in the Office of Mission or online at [Click Here](#).

All requests for Mission/Community Service Leave will be reviewed with careful consideration of both the needs of the department and the development of the employee.

Prohibiting Harassment

Purpose

It is the purpose of this document to state Saint Joseph's University's ("SJU") Policy Prohibiting Harassment and to identify the procedures and resources available to individuals who believe they have been subjected to such harassment in violation of this policy. This policy covers harassment on the basis of race, age of 40 or over, color, religion, national origin, ethnic origin, sex/gender, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law (referred to in this policy as "Protected Classifications"). Students who believe they have been or are being subjected to harassment by other student(s) should refer to the policies and procedures set forth in the Student Handbook.

Policy

SJU prohibits harassment on the basis of any Protected Classification. All forms of such harassment are equally egregious and will be dealt with following the same procedures set forth in this policy. Harassment derogates another's dignity and privacy and is inconsistent with the values inherent in Jesuit teaching. If found, it may result in the offender's discipline or removal from the University. On the other hand, allegations of harassment are serious and can be extremely harmful to the alleged offender. Accordingly, these allegations should only be made in good faith.

Persons Covered

This policy prohibits harassment toward any member of the SJU community – faculty, students, administration, professional and staff, including union members. When the complainant and the respondent are both students, the existing procedures for Student Code violations will be followed.

Definition of Harassment

Harassment is unwelcome severe, pervasive or persistent verbal or physical conduct, directed at an individual based upon race, age of 40 or over, color, religion, national origin, ethnic origin, sex/gender, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law, which unreasonably disrupts or interferes with another's academic or work performance, or which creates an intimidating, offensive or hostile environment. Examples of unacceptable conduct include the use of insulting epithets, racial or ethnic slurs or nicknames, the display of insulting or offensive cartoons, pictures, slogans or symbols, intimidation through physical acts or threats of violence or other conduct that is so objectively offensive as to alter the conditions of the victim's academic experience or employment.

Harassment based on sex/gender includes unwelcome sexual advances, requests for sexual favors, and other communication (oral or written, including electronic mail) or physical behavior of a sexual nature when (a)

submitting to that conduct is explicitly or implicitly a term or condition of employment or academic standing; (b) submitting or refusing to submit to that conduct is used as a basis for any decision affecting an individual's employment or academic standing; or (c) that conduct has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment. Sexual harassment covers harassment by men toward women, women toward men, men toward men, and women toward women.

Report Procedures

All members of the SJU community are encouraged to report a potential violation of this policy immediately. In order to facilitate maximum use of the policy, both informal and formal procedures are available. It is not necessary to pursue the informal procedure before initiating a formal complaint. Any individual may go directly to the Formal Complaint Procedure at his or her discretion. Both the complainant and the alleged offender may have a support person from the SJU community, who may act in a support role only, and not as an advocate or spokesperson, accompany him or her during any of the procedures in this section.

Informal Procedures

1. Consultation

This procedure is available to members of the SJU community who wish to discuss questions or concerns about harassment on a consultative basis. A consultation may be initiated by contacting any member of the [Harassment Advisory Team](#). Harassment Advisors are appointed by the President and are authorized only to deal with questions and concerns about this policy and to discuss such matters with those seeking consultation. Harassment Advisors do not have the power to investigate and/or mediate such matters, decide whether there has been a violation of this policy, or take any action against anyone accused under this policy. Harassment Advisors shall refer anyone seeking mediation or any other informal resolution to the [Resolution Officer](#) (identified below). Individuals can also be referred to the Formal Complaint Procedure set forth below.

The Harassment Advisory Team comprises appointees representing faculty, students, administration, professional and staff, including union members. The Executive Committee of the University Council shall appoint the chair of the Team annually. In addition, the University's Equal Employment Opportunity/Affirmative Action Officer ("EEO/AA Officer") serves as an ex-officio member. Team members will be appointed for two-year terms in such a way as not to result in a complete turnover of the Team in any one year. The names of the Harassment Advisors can be obtained by consulting the list of committees in the fall edition of *HawkEye* or *The Hawk*, from the Office of Human Resources, and/or by accessing the SJU website, www.sju.edu/hr (under "Handbooks"). The Team will meet at least once per year to review its responsibilities and procedures and to make recommendations and reports to the President, as it deems appropriate, and as may be necessary to effectuate the purposes of this policy. The EEO/AA Officer may also convene the Team as s/he deems necessary. Records of the Harassment Advisory Team shall be kept by the EEO/AA Officer.

2. Resolution

Anyone may contact the applicable Resolution Officer directly to facilitate an informal resolution. The Resolution Officer may take whatever steps are deemed appropriate to resolve the matter informally and may conduct mediation with the consent of the complainant and alleged offender. Records of the Resolution Officer shall be kept by the EEO/AA Officer.

3. Guidelines

Several guidelines that apply to both of these informal procedures are as follows:

- (a) A matter brought under this section will not be regarded as the initiation of a formal complaint.
- (b) An individual seeking consultation from a member of the Harassment Advisory Team may choose to speak with the chair and/or any other member of the Team.
- (c) Harassment Advisors will advise of available resources and of the procedures set forth in this policy.

(d) Since this is an informal process designed to provide consultation and/or resolution, no decision will be made as to whether an individual(s) has violated this policy.

Formal Complaint Procedure

This procedure is designed to investigate and resolve the formal complaint. Any person can initiate a formal complaint by providing a written complaint to or contacting the appropriate Resolution Officer identified below. If the complainant is uncomfortable bringing the complaint to the Resolution Officer, then the complaint shall be reported to the EEO/AA Officer, who will appoint an alternate Resolution Officer. If appropriate reasons prevent reporting the complaint to the EEO/AA Officer, then the complaint should be reported to the Assistant to the President, who will appoint an alternate Resolution Officer.

Except as noted above, complaints should be reported as follows:

Alleged Offender	Resolution Officer
Faculty	Provost
Staff (including Union members) Administrator or Professional	Director of Human Resources
Student ^[2]	VP for Student Life

The Resolution Officer may designate a representative to conduct the investigation, who will then report his/her findings to the Resolution Officer who will make the final decision. The designee shall have the same powers to conduct the investigation as the Resolution Officer. The complaint will be promptly investigated with the following guidelines:

- (a) The investigation shall be completed as expeditiously as possible.
- (b) The current policy will be issued and explained to both parties.
- (c) The Resolution Officer does not represent the complainant or the alleged offender, but, rather, is an impartial fact finder in the matter. The Resolution Officer will request written statements, which may be provided to both parties. The alleged offender will have an opportunity to respond in writing to the allegations and forward it to the Resolution Officer.
- (d) In addition to providing written statements, both parties will be interviewed and both parties may provide witnesses' names and information regarding the matter. The Resolution Officer may interview witnesses s/he deems necessary. In appropriate situations, the Resolution Officer may attempt to resolve the issues to the parties' mutual satisfaction. The parties may be asked to sign a resolution agreement.
- (e) In keeping with the gravity with which the University views complaints of harassment, the Resolution Officer will have authority to interview any member of the University community, and secure any relevant physical evidence (such as notes, e-mails, pictures, etc.). All members of the University community are expected to cooperate fully in an investigation of harassment. Persons contacted for an interview by the Resolution Officer are expected, if necessary, to rearrange their schedules to the extent feasible to make themselves available for the interview.

(f) After the investigation concludes, the Resolution Officer will determine whether there is sufficient evidence to support the allegations and inform the complainant and the alleged offender of his/her decision. A written decision will be made part of the record maintained by the EEO/AA Officer.

(g) Although SJU will endeavor to maintain confidentiality, it cannot conduct an effective investigation without revealing certain information to the alleged harasser and witnesses. SJU retains the right to inform persons it deems to have a need to know and to utilize information obtained during the investigation for legitimate University purposes.

If a violation of this policy is found, the Resolution Officer will take immediate and appropriate action, including discipline. If the discipline against a faculty member who is covered by the Separation and Appeals Procedures in the Faculty Handbook is dismissal, the University must follow such procedures. The complainant will be informed whether discipline is recommended, but the specific disciplinary action may be kept confidential at the discretion of the Resolution Officer.

Other Rights and Responsibilities

This policy shall not be deemed to take away any rights or responsibilities of faculty members under the faculty handbook, administrators and professionals under the administrators and professionals handbook, staff members under the staff handbook and union members under their contracts.

Records

Records shall be maintained in confidence to the extent possible without compromising the purposes of this policy. The EEO/AA Officer will maintain records of consultations with the [Harassment Advisory Team](#) as well as records of the Resolution Officer of both informal and formal matters. Disposition of the case will become part of the record. The EEO/AA Officer shall review these records and make such reports or recommendations as may be necessary to effectuate the purpose of this policy to the President. If a report or recommendation pertains to a particular individual, then the EEO/AA Officer will first consult with the appropriate Resolution Officer. Records of formal complaints will serve as the basis for an annual statistical report prepared by the EEO/AA Officer and made public to the University community. Names will not be revealed in the annual statistical report. The report will state the number and type of complaint.

Right to Address Claims Promptly

SJU reserves the right to take appropriate action to address claims of harassment. Such action may be taken at any time, regardless of the status of any investigation and may include, but is not limited to, transfers, separation of the parties and suspension.

Follow-up

For a period not to exceed one year, unless circumstances dictate otherwise, the Resolution Officer will be charged with periodically contacting the parties involved in a formal or informal complaint in order to ensure that there has been no retaliation or repeat offense.

Third-Party Harassment

SJU does not tolerate harassment by a third-party (i.e., a non-member of the SJU community, e.g., vendors, salespeople or potential business associates). Anyone who is subject to such harassment should report the incident promptly in accordance with the above procedures and the matter will be investigated and resolved in a manner similar to that set forth above.

Sanctions

The sanctions which may be imposed for violation of this policy include, but are not limited to, one or more of the following: attendance at educational programs, awareness activities, community service, individual

assessment, removal from courses, teaching assignments and extracurricular activities, disciplinary action, including suspension or dismissal.

Non-Retaliation

Complaints made in good faith under this policy will not result in any adverse action against the complainant, and no other person who participates in good faith in an investigation will be treated adversely because of that participation.

Anyone who believes s/he has been retaliated against for invoking this policy, opposing violations of this policy or participating in an investigation should report the matter as set forth in this policy. It will be investigated and dealt with as any other complaint brought under this policy.

Academic Freedom

SJU strongly supports and protects the principle of academic freedom. All members of the University community have a right to use the academic forum, provided by the University, to discuss controversial subjects and to express ideas that some or most of the members of the community strongly oppose. Harassment is not about voicing unpopular ideas. It is a form of intimidation that is unprofessional and that can silence some members of the University community. As the American Association of University Professors states in its policy statement on sexual harassment: “Intimidation and harassment are inconsistent with the maintenance of academic freedom on campus. This statement is no less germane if one is being made unwelcome because of sex, rather than unwelcome because of race, religion, politics, or professional interests.” *Academe*, September-October 1990, pp. 42-43.

Campus Resources

[Harassment Advisory Team](#)

Human Resources Office	610-660-1290
EEO/AA Officer	610-660-3370
Counseling Center	610-660-1090
Campus Security (for Sex Offenses and Safety)	610-660-1111

For further information or details of campus resources, contact the Human Resources Office at 610-660-1290 or visit the SJU website at www.sju.edu.

[1] This policy does not apply to sex offenses. Individuals who believe they are victims of sexual assault or violence should immediately contact the security office for assistance and information on SJU’s Sex Offenses Policy.

[2] When the complainant is a faculty or staff member.

Discrimination

Policy

It has been and remains the policy of Saint Joseph's University ("SJU" or "the University") to prohibit discrimination which includes discrimination on the basis of sex/gender, race, age of 40 or over, color, religion, national origin, ethnic origin, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law. All forms of discrimination are equally egregious. Discrimination is detrimental not only to the individual involved, but to the entire SJU community. SJU embraces diversity which is important in an academic community. On the other hand, allegations of discrimination are serious and can be extremely harmful to the alleged offender. Accordingly, such allegations should only be made in good faith.

SJU is a Catholic and Jesuit university whose Catholic identity springs from its historical relationship with the Roman Catholic Church and its embodiment of the great traditions of Catholic life and culture. SJU was founded and staffed by members of the Society of Jesus and preserves its character as a religiously affiliated institution through its close relationship with the Society. Accordingly, special consideration may be given to qualified members of the Society of Jesus for faculty and administrative positions.

Definitions

1. Discrimination

Discrimination includes the denial of academic or employment opportunities, and differentiation in terms and conditions of employment based upon sex/gender, race, age of 40 and over, color, religion, national origin, ethnic origin, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law, except where there is a bona fide occupational qualification which justifies a differentiation. Examples of unacceptable conduct include decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex/gender, race, age, color, religion, national origin, ethnic origin, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law. The use of insulting epithets, ethnic slurs or nicknames, the display of insulting or offensive cartoons, pictures, slogans or symbols, intimidation through physical acts or threats of violence because of someone's sex/gender, race, age, color, religion, national origin, ethnic origin, sexual orientation, disability, marital status, military leave, veteran status and any other status protected by law are likewise unacceptable.

2. Disabilities

A person is disabled if s/he has a mental or physical impairment that substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment. Not all medical conditions are disabilities; in addition, a person with a disability that is overcome, for example, by the use of medication, may not be considered a disabled person under the law, depending on the circumstances. A person with a disability must be able to fulfill the requirements of his/her position at the University. A "qualified person with a disability" means an individual with a disability who, with or without a reasonable accommodation, can perform the essential functions of the position s/he holds or wishes to hold within the University.

Accommodating Individuals With Disabilities

The University will provide applicants and members of the SJU community with reasonable accommodation, except where such an accommodation would create an undue hardship. Some guidelines follow:

1. Anyone who needs an accommodation because of a disability that limits a major life activity should provide notice as soon as possible. Notice should be given by faculty to the respective Dean and the Director of Human Resources and by administrators, professionals, staff and student workers to the Director of Human Resources.

2. A dialogue will occur with the person requesting the accommodation to identify and implement an appropriate accommodation if one is possible. This may involve discussion with the individual's physician and/or a physician engaged by SJU, as well as other persons whose involvement may be necessary. The individual may be asked to present medical certification of his/her condition and any limitations. The goal of this process is to reach a solution that will enable the individual to fulfill his/her role at the University, without causing undue hardship.

Right to Address Claims Promptly

Consistent with the applicable law, SJU reserves the right to take appropriate action to address claims of discrimination. Such action may be taken at any time, regardless of the status of any University appeal or grievance process. This policy shall not be deemed to abrogate any rights or responsibilities of faculty members under the faculty handbook, administrators and professionals under the administrators and professionals handbook and staff members under the staff handbook.

Third-Party Discrimination

SJU does not tolerate discrimination by a third-party (i.e., a non-member of the SJU community, e.g., vendors, salespeople or potential business associates). Anyone who is subject to such discrimination should report the incident promptly to the University's Equal Employment Opportunity Officer.

Non-Retaliation

There shall be no retaliation against anyone who makes a good faith complaint of discrimination or against any other person who opposes discrimination or participates in good faith in an inquiry involving a complaint of discrimination.

Smoking Policy

Background and Purpose

It is the intent of this policy to promote a more healthful environment for all members of the Saint Joseph's University community at all locations, and concomitantly, to protect the health of non-smokers.

Medical evidence clearly shows that smoking is harmful to the health of non-smokers. It is also an irritant to many non-smokers and can worsen allergy conditions. In sufficient concentrations, secondhand smoke may be harmful to those with chronic heart or lung disease. In addition, there is evidence that long term exposure to secondhand smoke may seriously threaten the health of non-smokers.

Definition

The definition of smoking includes the inhaling and carrying of any cigarettes, cigars, or pipes.

Policy

Saint Joseph's University considers the needs and concerns of smokers, and non-smokers alike, in providing a healthful environment for all employees, students, faculty, and guests. All Saint Joseph's University employees, students, faculty, and guests are expected to comply with these regulations.

- Smoking is not permitted anywhere in campus buildings.
- Smoking is not permitted in University motor vehicles, including buses and vans.
- Smoking is not permitted on Finnesey Field and Track.
- All University residence areas are smoke free.

Responsibility and Enforcement

- Notice of this policy is to be provided to all students, faculty, staff, and employees.
- This policy relies on the thoughtfulness and consideration of smokers and non-smokers; all members and guests of the University are responsible for observing this policy.
- The Environmental Safety Office has overall responsibility for the implementation and enforcement of this policy. Concerns regarding it should be referred to that office in Claver House, phone number 610-660-1357.

Drug & Alcohol

Introduction

Saint Joseph's University is committed to establishing a comprehensive program in order to prevent the unlawful use, possession or distribution of illicit drugs and alcohol by University employees and students on its premises or as part of any University activity. The following information is provided in compliance with the Drug-Free Schools and Communities Act and the Drug-Free Workplace Act. All members of the University community are expected to comply with this Policy.

Standards of Conduct Drugs

Saint Joseph's University prohibits the unlawful sale, manufacture, distribution, dispensation, possession or use of any drug by University employees or students in the workplace, on University property, or as part of any University sponsored activity.

For the health and well-being of the community, drug paraphernalia of any kind is prohibited. Any employee or student found in possession of drug paraphernalia on University grounds will face disciplinary action.

As a condition of employment, all employees will abide by the terms of this Policy and must notify the Director of Human Resources (or Provost in the case of faculty members), no later than five (5) calendar days after any conviction for a violation of a criminal drug statute occurring in the workplace.

Alcohol

In compliance with the laws of the Commonwealth of Pennsylvania, no person under twenty-one years of age shall attempt or carry out the purchase, possession, consumption or transport of alcoholic beverages on University property or at any event sponsored by the University. No student or employee of the University shall attempt or carry out the transfer of any form of identification for the purpose of falsifying age in order to secure alcohol. No student or employee of the University shall give permission or render assistance in the sale, furnishing, or providing of alcohol to any person under twenty-one years of age.

Only under the conditions clearly stipulated in the University guidelines is the possession or consumption of alcoholic beverages by students or employees twenty-one years of age and older permitted. This conditioned permission should not be interpreted to mean that the University encourages the use of alcoholic beverages. Furthermore, the University considers intoxication, disorderliness or offensive behavior deriving from the use of alcoholic beverages, regardless of a person's age, to be unacceptable and subject to disciplinary action.

Students must secure approval for alcohol-related events. The President has appointed the Vice-President for Student Life to approve requests of faculty, administration, staff, alumni and off campus groups for events where alcohol will be served. This arrangement is a systematic reminder to the whole community that the University is serious about promoting responsible alcohol awareness.

For more information with respect to Standards of Conduct, students should refer to the Student Handbook for the Policy and Sanctions on Alcohol, the Policy and Sanctions on Drugs, and Guidelines for Alcohol Beverage Distribution and Consumption.

Legal Standards

University employees and students are expected to comply with applicable laws regarding the unlawful use, possession or sale of illicit drugs and alcohol. Appendix A contains a summary description of the legal sanctions under local, State and Federal law.

Sanctions

Any University employee or student who violates this Policy, will be subject to disciplinary sanctions and/or referral for prosecution. For employees, disciplinary sanctions may be up to and including suspension, suspension without pay, and/or termination, and for students, up to and including suspension and/or expulsion. Any such disciplinary action taken will be in accordance with the applicable terms of the Faculty Handbook, the Administrative and Professional and/or Staff Handbooks, the Student Handbook and/or the terms of any applicable Collective Bargaining Agreement.

Health Risks

Alcohol consumption can result in serious health problems, and significant changes in behavior. Low to moderate consumption of alcohol impairs speech, coordination, decision making and judgment.

Moderate to high doses of alcohol significantly impair a person's judgment, coordination and abstract mental functioning, severely altering a person's ability to learn and remember information. It also increases the incidence of a variety of violent behaviors on college campuses, including acquaintance rape, vandalism, and fighting.

Prolonged heavy alcohol use may lead to abuse and dependence characterized by significant impairment in social functioning and failure to fulfill obligations at work, school or home. Continued abuse and dependence may cause permanent damage to vital organs. Very high doses of alcohol cause respiratory depression and death.

Other Drugs

Hallucinogens such as LSD (d-lysergic acid diethylamide), disrupt the brain chemicals that enable us to make sense out of our environment. LSD and other hallucinogens are potent and extremely unpredictable drugs that produce fast-acting and unexpected effects. The most common acute reactions are panic revolving around severe anxiety and intense fear of losing control and psychotic reactions involving severe breaks with reality and persistent hallucinations and delusions. Psychotic reactions have been known to last weeks or months and often require hospitalization. Delayed effects, or flashbacks, can occur even when use has ceased.

Marijuana interferes with speech, memory and learning and makes tasks that require a clear mind difficult, meaningless, or unsafe. It also slows reactions and interferes with coordination. Marijuana's dangers increase in combination with alcohol. Marijuana smoking also poses a serious threat to the user's lungs and heart and to the immune and reproductive systems.

Inhalants such as cleaning fluids, solvents, aerosols and airplane glue, act on the central nervous system much like such volatile anesthetics as ether and chloroform and they produce bizarre perceptual and hallucinatory actions. Short-term physical effects include sneezing, lack of coordination, loss of appetite, rapid heartbeat and seizures. Psychological effects include euphoria, exhilaration, confusion, disorientation, loss of inhibitions, and impulsive behavior that may lead to injuries and accidents. Long-term health risks include nosebleeds, loss of consciousness, hepatitis, liver failure, kidney failure, respiratory depression, blood abnormalities, irregular heartbeat, and possible suffocation.

Depressants including barbiturates, sedatives, and anti-anxiety drugs, depress not only the activity of the brain, causing an effect on the heart and respiration, but also muscle tissues. Short-term physical effects include drowsiness, slurred speech, irritability, stupor, and impaired judgment, memory, and attention. Long-term effects include disrupted sleep, psychosis, respiratory depression, and coma, and neuropsychological and structural brain damage. Withdrawal can produce extreme anxiety, insomnia, convulsions, and death.

Opioids including heroin, codeine, oxycodone and fentanyl, cause the body to have diminished pain reactions, and are physically addictive. Opioids are respiratory depressants and their use can be associated with coma and death.

Cocaine/crack use includes among its immediate effects dilated pupils and elevated blood pressure, heart rate, respiratory rate, and body temperature, followed by depression. Crack, or freebase rock cocaine, is extremely addictive and can cause delirium, hallucinations, blurred vision, severe chest pain, muscle spasms, convulsions, and death.

Amphetamines and amphetamine-like stimulants such as diet pills, methamphetamine or speed, and some ADHD medications (ritalin, adderol, concerta) can cause increased heart rate, blood pressure and metabolism, feelings of exhilaration, increased energy and mental alertness, nervousness and insomnia. High dose usage is associated with rapid breathing, loss of coordination, aggressive or violent behavior, panic, paranoia, psychosis, addiction and heart failure. **Resources for Information and Counseling**

The University makes available to all students a counseling office staffed by professionally trained personnel. The services of a qualified psychiatrist are also available. The University strongly urges its students to take advantage of these services. In addition, Counseling and Personal Development offers a comprehensive library collection on the topic of drug use and abuse.

The Prevention and Intervention of Substance Abuse (PISA) program of Saint Joseph's University offers alcohol and other drug education, assessment, counseling, consultation, referral, and prevention programming to students. The primary goals of PISA are to minimize harm to the community through prevention efforts and to provide appropriate intervention for substance abuse through assessment, counseling and referral.

The following programs are available through PISA:

- On-line alcohol education and assessment
- On-line drug and alcohol screening
- Individual assessment
- Individual counseling and referral
- Consultation for students, faculty, staff and parents
- On-campus recovery groups
- Adult Children of Alcoholics support group
- Awareness Workshops
- Resident Assistant training and support
- Small group interventions to high risk populations
- Classroom intervention in collaboration with faculty
- Alcohol Skills Training Program educational workshop
- Residence hall programs
- Peer education and peer-led awareness initiatives

The University provides employees with an Employee Assistance Program through UnumProvident, its life and disability insurance provider. The Work-Life Balance Assistance Program assists employees in finding solutions to the everyday challenges of work and home, such as issues involving emotional and physical well-

being; childcare and/or eldercare referrals; personal relationship information and counseling; stress management, and more. To learn more visit www.unumprovident.com/worklifebalance.

To reflect its commitment to alcohol awareness, the University calls upon key individuals and departments to educate the University community on the dangers of alcohol abuse and to enforce policies on alcohol use: 1) Substance Abuse Counselors coordinate alcohol education and programming and provide individual and small group assessment, counseling and referral; 2) The Office of Public Safety and Security assists in implementing and enforcing the alcohol policy, and monitors, using lobby attendants, individuals entering residence halls; 3) The SJU Advisory Council on Alcohol and Student Health assists the Vice President for Student Life by making recommendations concerning the policy.

For more information about counseling resources, students should contact the Counseling Center at 610-660-1090. Employees should contact Human Resources at 610-660-1290.

Appendix A: Legal Standards

1. Drugs-State Penalties

a. The Controlled Substance, Drug, Device and Cosmetic Act, 35 P.S. § 780-101 et seq.

Prohibits the manufacture, distribution, sale or acquisition by misrepresentation or forgery of controlled substances except in accordance with the Act, as well as the knowing possession of controlled substances unlawfully acquired. Penalties for first-time violators of the Act range from 30 days imprisonment, a \$500 fine or both for possession or distribution of a small amount of marijuana or hashish, not for sale, to 15 years imprisonment or a \$250,000 fine or both for the manufacture or delivery of a Schedule I or II narcotic.

b. 18 Pa. C.S.A. §§ 6314, 6317

A person over eighteen years of age who is convicted for violating The Controlled Substance, Drug, Device and Cosmetic Act, shall be sentenced to a minimum of a least one year total confinement if the delivery or possession with intent to deliver of the controlled substance was to a minor. If the offense is committed within 1,000 feet of the real property on which a university is located, the person shall be sentenced to an additional minimum sentence of at least 2 years total confinement.

c. The Pharmacy Act of 1961, 63 P.S. § 390-8

It is unlawful to procure or attempt to procure drugs by fraud, deceit, misrepresentation or subterfuge or by forgery or alteration of a prescription. The first offense is a misdemeanor, with a maximum penalty of one year's imprisonment, a \$5,000 fine, or both. For each subsequent offense, the maximum penalty is three years imprisonment, a \$15,000 fine, or both.

d. The Vehicle Code, 75 Pa. C.S.A. § 3802 et seq.

A person is prohibited from driving, operating, or being in actual physical control of the movement of a vehicle while under the influence of alcohol or a controlled substance, or both, if the driver is thereby rendered incapable of safely driving, operating or being in actual physical control of the movement of the vehicle or if the alcohol concentration in the individual's blood or breath exceeds the stated limits. Penalties for first-time violators of the Act range from probation and a \$300 fine or both to a maximum of six months imprisonment, a \$5,000 fine or both. Penalties for subsequent violations increase to a maximum of five years imprisonment, a \$10,000 fine, or both. In addition to the above penalties, the court has discretion to order any or all of the following: highway safety training, drug or alcohol treatment, community service, use of an ignition interlock device and/or suspension of operating privileges.

2. Drugs-Federal Penalties and Sanctions for Illegal Possession or Trafficking of a Controlled Substance

A. 21 U.S.C.A. §844 (a)

For a first conviction, any person who violates this subsection may be sentenced to a term of imprisonment of not more than one year and a fine of \$1,000, or both.

After one prior conviction for any drug, narcotic or chemical offense, a term of imprisonment of at least 15 days, not to exceed 2 years and a fine of at least \$2,500.

After two or more prior convictions under this subchapter, a term of imprisonment of at least 90 days, not to exceed 3 years, and a fine of at least \$5,000.

A person convicted for the possession of a mixture or substance which contains cocaine base shall be imprisoned for at least 5 years and not more than 20 years, and a fine of a minimum of \$1,000, if:

- (i) the conviction is a first conviction and the amount of the mixture or substance exceeds 5 grams.
- (ii) after a second conviction and the amount of mixture or substance exceeds 3 grams, and;
- (iii) after a third or subsequent conviction and the amount of mixture or substance exceeds 1 gram.

Any person convicted under this subsection for the possession of flunitrazepam (Rohypnol) shall be imprisoned for not more than 3 years, and a fine of at least \$5,000.

B. 21 U.S.C.A. §§ 853 (a)(2)

Property subject to criminal forfeiture

Any person convicted of a violation of this subchapter punishable by imprisonment for more than one year shall forfeit any personal property used, or intended to be used to facilitate the commission of a controlled substance.

C. 21 U.S.C.A. § 881 (a) (4) (7)

Subject Property

Forfeiture of all conveyances, including vehicles, boats, aircraft which are used, or are intended for use, to transport, or to aid in the transportation, sale, receipt, possession, or concealment of all controlled substances or raw materials, products and equipment of any kind which are used, or intended for use, in manufacturing, compounding, processing, delivering, importing, or exporting any controlled substance or listed chemical.

D. 21 U.S.C.A. § 862

Drug Possession

Any person who is convicted under State or Federal law involving the possession of a controlled substance shall be ineligible for any or all Federal benefits, such as student loans, grants, contracts and professional and commercial licenses, for up to 1 year. Upon a second or subsequent conviction for such an offense, a person shall be ineligible for all Federal benefits for up to 5 years.

Drug Trafficking

Any person who is convicted under State or Federal law involving the distribution of controlled substances shall be ineligible for any and all Federal benefits, such as student loans, grants, contracts and professional and

commercial licenses, for up to 5 years. Upon a second or subsequent conviction for such an offense, a person shall be ineligible for all Federal benefits for up to 10 years; and upon a third or subsequent conviction, be permanently ineligible for all Federal benefits.

E. 18 U.S.C.A. § 922 (g)

It is unlawful for any person who is an unlawful user or addicted to any controlled substance to possess, receive or transport any firearm or ammunition.

3. Alcohol-State Penalties and Sanctions

The Pennsylvania Liquor Code, 47 Pa., C.S.A., 1-101 et seq., controls the possession and sale of alcoholic beverages within the Commonwealth. The Code as well as portions of the Pennsylvania Statutes pertaining to crimes and offenses involving minors, 18 Pa., C.S.A. 6307 et seq., provides the following:

a. Title 18 – Pennsylvania Crimes Code Section 5505 Public drunkenness

A person is guilty of a summary offense if he appears in any public place manifestly under the influence of alcohol...to the degree that he may endanger himself or other persons or property, or annoy persons in his vicinity.

Penalty	1st Offense
Fine	0-\$300
Jail	0-90 days

b. Section 6307 Misrepresentation of age to purchase liquor or malt or brewed beverages

A person is guilty of a summary offense for a first violation and a misdemeanor of the third degree for any subsequent violations if he/she being under the age of 21 years, knowingly and falsely represents himself to be 21 years of age or older to any licensed dealer, distributor or other person, for the purpose of procuring or having furnished to him, any liquor or malt or brewed beverages.

Penalty	1st Offense	2nd Offense	Subsequent Offense
Fine	0-\$300	0-\$500	0-\$500
Jail	0-90 days	1 year	1 year
License Suspension	90 days	1 year	2 years

c. Section 6308 Purchase, consumption, possession or transportation of liquor or malt or brewed beverages by a minor

A person commits a summary offense if he/she, being less than 21 years of age, attempts to purchase, purchases, consumes, possesses or knowingly and intentionally transports any liquor or malt or brewed beverages.

Penalty	1st Offense	2nd Offense	Subsequent Offense
Fine	0-\$300	0-\$500	0-\$500
Jail	0-90 days	0-90 days	0-90 days
License Suspension	90 days	1 year	2 years

d. Section 6310.1 Selling or furnishing liquor or malt or brewed beverages to minors

A person commits a misdemeanor of the third degree if he/she intentionally and knowingly sells or...furnishes or purchases with the intent to sell or furnish any liquor or malt or brewed beverages to persons less than 21 years of age.

Penalty	1st Offense	2nd Offense	Subsequent Offense
Fine	\$1000	\$2500	\$2500
Jail	0-1 year	0-1 year	0-1 year

e. Section 6310.7 Selling or furnishing nonalcoholic beverages to persons under 21

A person commits a summary offense if he intentionally and knowingly sells or furnishes nonalcoholic beverages to any person under 21 years of age. As used in this section, the term “nonalcoholic beverage” means any beverage intended to be marketed or sold as nonalcoholic beer, wine or liquor having some alcohol content but not containing more than 0.5% alcohol by volume.

Penalty

Fine	0-\$300
Jail	0-90 days

f. Section 6310.2 Manufacture or sale of false identification card

A person commits a misdemeanor of the second degree if he intentionally, knowingly or recklessly manufactures, makes, alters, sells or attempts to sell an identification card falsely representing the identity, birth date or age of another.

Penalty	1st Offense	2nd Offense and Subsequent Offense
Fine	\$1000-\$5000	\$2500-\$5000

Jail 0-2 years 0-2 years

g. Section 6310.3 Carrying a false ID

A person commits a summary offense for a first violation and a misdemeanor of the third degree for subsequent violations if he/she, being under 21, possesses an identification card falsely identifying that person by name, age, date of birth or photograph as being 21 years of age or older, or obtains or attempts to obtain liquor or malt or brewed beverages by using the identification card of another or by using an identification card that has not been lawfully issued to or in the name of that person who possesses the card.

Penalty	1st Offense	2nd Offense	Subsequent Offense
Fine	0-\$300	0-\$500	0-\$500
Jail	0-90 days	0-1 year	0-1 year
License Suspension	90 days	1 year	2 years

h. Sales without a license or purchase from an unlicensed source of liquor or malt beverages are prohibited.

i. It is unlawful to possess or transport liquor or alcohol within the Commonwealth unless it has been purchased from a State Store or in accordance with Liquor Control regulations.

Salary Payment

Saint Joseph’s University makes every effort to pay employees correctly. This includes accurately collecting tax withholdings, voluntary deductions requested by employees, and overtime due to non-exempt employees, as well as ensuring that exempt employees are paid on a salary basis.

The University will not make any deductions from exempt employees’ salaries that are prohibited by the federal Fair Labor Standards Act (FLSA) or applicable state law. As a general rule, no deduction will be taken from an exempt employee’s pay for absences of less than a full day. One exception is that an exempt employee’s pay may be subject to deductions for absences of less than a full day to the extent such absences are covered by the federal Family and Medical Leave Act. Examples of other permissible deductions are those for full-day absences for personal reasons or after an employee has exhausted paid leave under a sickness or disability plan or policy.

Please review your pay stub regularly for any problem or error. If you believe that an improper deduction has been made to your salary, or there is any other problem or error, you should immediately report this information to your department head and the Payroll Office. Your report will be promptly investigated. If it is determined that an improper deduction or other error has occurred, the University will take appropriate corrective action (including providing reimbursement for improper deductions or other errors) and will make concerted efforts to ensure correct and proper payment going forward.

Business Conduct and Conflict of Interest

The following statement of Business Conduct Policy applies to each member of the Board of Trustees and all employees of Saint Joseph's University. The purpose of this policy is to provide a code of conduct regarding University business. All University operations must be conducted with the highest standards of integrity in compliance with applicable laws and regulations. For the protection of the University, it is essential that all activities be conducted in the best interests of the University and not for the personal benefit of any employee or trustee.

I. BUSINESS CONDUCT

- Employees who have access to University funds are responsible for their use and may not authorize them to be spent for their personal benefit or to provide others with gifts, favors or payments.
- Employees may not use University funds to make a contribution to any political party, committee, candidate or office holder of any local, state or national government.
- A supervisor may not direct an employee to obtain a gift or favor for either one's benefit; if an employee believes that a supervisor's direction is unethical or improper, he or she should report it to the Vice President overseeing his/her department or to the President.
- Information of a confidential nature regarding University business shall not be released to anyone who is not authorized to receive such material for a business purpose.
- Any information regarding University business should not be used for one's personal interest or for the direct or indirect benefit of any family member or business affiliate (as described in the attached disclosure statement).
- University records must be prepared accurately and honestly. A deliberate falsification of reports or data violates University policy and may be illegal.
- University property or services may not be taken, sold, disposed of, loaned or given away without authorization. Also, an employee may not use University equipment or facilities for non-incident personal use without prior authorization.

II. CONFLICT OF INTEREST

The following statement of Conflict of Interest Policy applies to each member of the Board, all officers, and key employees of Saint Joseph's University. A "key employee" is defined to be any individual who is involved in University negotiations or transactions with current or potential suppliers of goods or services.

- All decisions of the Board, of officers, and of key employees of Saint Joseph's University are to be made solely on the basis of a desire to promote the best interests of the institution. This means it is expected that all activities which might compromise or even have the appearance of compromising the university or any one individual must be avoided.
- Board members, officers and key employees may not, nor may they allow any employee, to solicit or accept gifts, favors or services (other than those associated with normal business practices), loans (other than those from a conventional lending institution) or payments from any individual or company which does or wishes to do business with the University.

DISCLOSURE

The policy of the Board of Saint Joseph's University requires that any transaction made on behalf of the institution which also involves 1) a member of the Board or any officer or key employee of the institution or a member of his or her family (which shall be a spouse, parent, sibling, child or any other blood relative, or a person residing in the household of the Trustee, officer or key employee), or 2) an organization with which a member of the Board or any officer, key employee of the institution or member of his or her family is "affiliated" (as defined below), then such Board member, officer or key employee, upon first learning of the proposed transaction, shall disclose fully the precise nature of the interest or involvement.

Disclosure is further required of board members, officers, and key employees of the institution concerning all relationships and business affiliations that reasonably could give rise to a conflict of interest involving the institution.

Disclosure shall be continuously reported and kept current, as set forth below.

For the purpose of this policy, affiliation means that the Board member, officer or key employee or a member of the family:

- Is an officer, director, trustee, partner, employee or agent of such organization; or
- Is the actual or beneficial owner of more than two percent (2%) of the voting stock or controlling interest of such organization; or
- Has any other direct or indirect dealings with such organization from which he or she knowingly is materially benefited through receipt directly or indirectly of cash or other property in excess of one thousand dollars (\$1,000) per year, exclusive of dividends or interest.

It is essential that prompt and full disclosure be made of any situation which is or could be perceived as an actual or potential conflict of interest. In the event any person believes that there may be a conflict of interest, the individual should disclose the potential conflict to the Board Chair, if it involves a Board member or the President, or to the President in the case of a potential conflict involving an officer or key employee.

Trustees, officers and key employees of the University shall, upon election or hire and on an annual basis, certify their compliance with the Conflict of Interest Policy by executing a Disclosure Statement, in the form attached hereto.

The Disclosure Statement of Board members and the President shall be directed to the Chair of the Board and maintained by the University Secretary. The Disclosure Statement of all other officers and key employees shall be directed to the President, and the statements maintained in the employee's personnel file, available for review and audit. Information disclosed shall be held in confidence and only available to officers of the University required to know such information, and when the best interest of the institution would be served, shall be disclosed to the Board.

Board members, officers, or key employees who have declared themselves or have been found to have a conflict of interest in any matter before the administration or the Board, shall refrain from participating in consideration of the proposed transaction, unless for special reasons the Board or administration requests information or interpretation from the person or persons involved. The persons or persons involved should not vote on such matters and should not be present at the time of vote.

Any Board member who is uncertain about possible conflict of interest in any matter, may request the Chair of the Board or Committee to determine whether a possible conflict prevails; the Board or Committee shall resolve the question by majority vote.

Whistleblower Policy

WHISTLEBLOWER POLICY: DISHONEST, FRAUDULENT OR OTHER CONDUCT THAT MAY BE CRIMINAL

Types of Conduct: Saint Joseph's University, reflecting its Jesuit, Catholic values, expects that its faculty, staff and students will act in a manner that is consistent with those values in their use of University resources and property.; To protect the integrity of Saint Joseph's learning community and to ensure ethical and lawful standards of conduct by and among members of that community, the University will investigate any possible

dishonest or fraudulent use or misuse of University resources or property or other reported conduct that may also be criminal by faculty, staff, or students in connection with their employment or attendance at the University.

Steps Required: All members of the University community are expected to communicate such possible conduct.; To do so, employees and students have available several avenues for reporting their concerns.; the conduct can be reported to a supervisor, department chair, program director or can be reported anonymously by calling the University's Whistleblower Hot Line at 1-877-307-1208, which is found on the Saint Joseph's University Human Resources website at <http://www.sju.edu/resources/humanresources/index.html> and is also posted at several campus locations including the Office of Student Life, the Office of Human Resources, the Office of Public Safety, the Office of Facilities Management, the College of Arts and Sciences Dean's Office, the College of Professional and Liberal Studies Office and the Erivan K. Haub School of Business Dean's Office.; If for any reason an employee finds it problematic or uncomfortable to report his or her concern(s) to a supervisor or department or program chair and does not want to call the Hot Line, the employee should report it directly to the area Vice President or Dean of the employee's school or division.; Students should report any concerns to the Assistant Vice President for Student Development.; Vendors and the general public may also utilize the Hot Line to communicate conduct that concerns them under this policy.; Those receiving reports of suspected dishonest, fraudulent or other conduct that may be criminal involving employees should *not* undertake an investigation of the reported conduct on their own, but, rather, are required to communicate such conduct to the Director for Internal Audit; in the case of students, those receiving such reports (e.g., the Assistant Vice President for Student Development is required to communicate such conduct to the Vice President for Student Life).

Sanctions: Anyone determined to have more likely than not engaged in the type of conduct described above is subject to disciplinary action by the University up to and including dismissal or expulsion, and civil action or criminal prosecution when warranted.;

Definitions:

Whistleblower: An employee or student who informs one or more of the individuals identified in the policy statement above or an external entity about an activity or conduct that the employee or student in good faith believes to be fraudulent, dishonest or criminal.

Good Faith Allegations: Allegations reasonably founded on factual observations and not made exclusively because of personal bias against the person who are the object of the complaint.; Individuals making allegations that are not in good faith may be subject to the appropriate University disciplinary action and/or legal claims by the individuals accused of such conduct.

Dishonest, Fraudulent or Other Conduct That May Be Criminal: Examples of such conduct include, but are not limited to:

- Forgery or fraudulent alteration of documents
- A deliberate act or failure to act with the intention of obtaining an unauthorized personal benefit
- Unauthorized alteration or manipulation of computer files
- Fraudulent financial reporting
- Pursuit of a benefit or advantage that would create a conflict of interest with one's responsibilities or obligations as a member of the University community
- Misappropriation or misuse of University resources, such as funds, supplies, or other assets or property
- Authorizing or receiving compensation for goods not received or services not performed
- Authorizing or receiving compensation for hours not worked
- Pursuit of a benefit or advantage through means of extortion or bribery
- Knowingly engaging in a cover-up of dishonest, fraudulent or other conduct that may be criminal

- Destruction of evidence or information related to any threatened or actual legal action or investigations by a federal or state agency
- Violations of environmental or safety regulations
- Scientific misconduct

WHISTLEBLOWER PROTECTIONS:

Retaliation against whistleblowers is prohibited.; The University will investigate separately any communications of conduct that may constitute retaliation against an employee or student who has made a good faith allegation of conduct prohibited under this policy (see below).; The University cannot guarantee confidentiality, however, and there is no such thing as an “unofficial,” “informal,” or “off the record” report.; The party to whom such conduct is reported, will keep the whistleblower’s identity confidential, unless:

1. the whistleblower(s) agrees to be identified;
2. identification is necessary to allow the University or law enforcement officials to investigate or respond effectively to the report;
3. identification is required by law; or,
4. the individual accused of violations of this policy is entitled to the information as a matter of procedural and/or legal right in disciplinary actions.

University employees and students may not retaliate against a whistleblower, including with the intent or effect of adversely affecting the terms or conditions of employment or enrollment (for example, but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or wages, or the access to educational benefits).

Whistleblowers who believe they have been retaliated against shall file a written complaint with the Director of Internal Audit, if an employee is involved, or with the Assistant Vice President for Student Development, if a student is involved.; This protection from retaliation is not intended to prohibit the individuals identified above (for receiving such reports of improper conduct) from taking action, including disciplinary action, in the usual scope of their duties and responsibilities that are based on valid employment- or student-related factors.

Whistleblowers must be cautious to avoid allegations which are not made in good faith (as described earlier in this policy).

PROCEDURES:

The Director for Internal Audit shall conduct or oversee the investigation by her/his designee of all suspected dishonest, fraudulent or other conduct that may be criminal with the assistance of such University officials as may be necessary or appropriate at the discretion of the President or Vice President for Financial Affairs.; In the case of suspected student conduct reported under this policy, the Assistant Vice President for Student Development shall investigate the suspected conduct, consistent with policies and procedures in place to investigate allegations of violations of student conduct policies.; Cases involving possible violation of criminal law will be investigated in cooperation with the Director of Public Safety and will be reported to appropriate government authorities.; Employees, students and others providing services to the University are obligated to cooperate, tell the truth and disclose related information known to them in any such investigation, and will be subject to disciplinary action or other sanctions for failing or refusing to do so.; The outcome of the inquiry will be shared with the Whistleblower, the Provost (when involving faculty), the President and Vice President for Financial Affairs (all cases), the Vice President for Student Life (when involving students) and the Chairperson of the Audit Sub-Committee of the Board of Trustees (all cases). The outcome of any investigation may also be

shared with others within the University community, as necessary and appropriate, on a confidential business need-to-know basis.

If the facts reported could be conduct prohibited by this policy, the Director for Internal Audit or her/his designee or, in the case of students, the

Assistant Vice President for Student Development will provide the individual making the accusation with a copy of this policy and review its terms.; If the Director for Internal Audit or her/his designee or, in the case of students, the Assistant Vice President for Student Development determines that it is more likely than not that dishonest, fraudulent or other conduct that may be illegal has occurred, the appropriate University disciplinary steps will be invoked consistent with applicable University policies.; If it is determined that it is more likely than not that the conduct communicated was not dishonest, fraudulent or otherwise criminal, the Director for Internal Audit or the Assistant Vice President for Student Development will explain to the person who has reported the concern or conduct the reason for the determination and advise the person of any other available reporting channels (administrative (to appropriate government agencies) or criminal (to appropriate law enforcement agencies)).; The University also posts in the Office of Human Resources, among other locations, toll free numbers for reporting a violation of a state or federal statute or regulation to a government or law enforcement agency, or retaliation by the University for making such reports.

Records Management and Retention Policy

Purpose

- To establish accountability for records management and retention.
- To define certain terms relevant to records management and retention.
- To strengthen safeguards against the unauthorized or accidental disclosure of confidential records.
- To establish the length of time certain categories of records are required to be maintained and stored.
- To establish appropriate records destruction practices.

Policy

It is the policy of Saint Joseph's University to comply with applicable laws and best business practices with regard to the records it maintains, and to apply those laws and practices consistently across University Departments.

Definitions

"Confidential Record" – The following types of Records are considered confidential:

- "Education records" as defined by the Family Educational Rights and Privacy Act of 1974;
- Individual employment records, including records which concern hiring, appointment, promotion, tenure, salary, performance, termination or other circumstances of employment;
- Records that include "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Records the use of which has been restricted by contract;
- All administrative records of the University, with limited exceptions as defined by the General Counsel, including those which must be open in conformance with law; and
- Records which might expose the University to legal liability if treated as non-confidential.

"Duplicate Record" – A copy of a Record maintained by a University Department other than the Responsible Office.

“Electronic Record” – Any Record that is created, received, maintained and/or stored on University local workstations or central servers, regardless of the application used to create that Record. Examples of Electronic Records include, but are not limited to, electronic mail, word-processing documents, spreadsheets and databases.

“Paper Record” – Any Record maintained in a hard copy paper format, regardless of whether the Record was originally created on paper or as an Electronic Record.

“Records” – As used in this Policy, “Records” refer to Electronic and Paper Records, unless a particular format is specified.

“Required Retention Period” – The retention period set forth in the University’s Records Retention Schedule.

“Responsible Office” – The University Office responsible for ensuring that a particular Record is maintained for the Required Retention Period.

Electronic Records

Unless otherwise specifically set forth in this Policy, maintenance and disposition of Electronic Records shall proceed on the same basis as Paper Records.

Safeguards Against Unauthorized or Accidental Disclosure

Until Records are properly disposed, each Department of the University is accountable for securing and maintaining its Records regardless of format or location. Each Department is accountable for ensuring that employees, and others, are only granted access to Confidential Records essential to the performance of their duties. Further, each Department must ensure that those granted access are trained and employ reasonable safeguards to protect the Confidential Records.

Records Retention Schedule

The Records Retention Schedule sets forth the length of time Records should be retained by the Responsible Office.

The General Counsel should be notified of any Records not encompassed within the Records Retention Schedule. The General Counsel will determine, in consultation with appropriate Department personnel, whether to destroy the Records in question or add those Records to the Records Retention Schedule.

Recognizing that the Responsible Office must maintain Records in accordance with the Records Retention Schedule, duplicate Records should be destroyed and disposed of as early as practical.

Extended Retention Period

Records which are retained beyond the Required Retention Period should be destroyed and disposed of, in accordance with this Policy, as early as practical.

Destruction Authorization

Destruction of *Electronic* Records will be a coordinated effort between the Responsible Office and the Office of Information Technology. When the Required Retention Period for Electronic Records expires, the Responsible Office will initiate the process for the Records’ destruction and disposal. The destruction of those Electronic

Records will be authorized jointly by the senior officer in the Responsible Office and the Director of Information Technology. If those individuals are unable to agree, destruction will be stayed pending review and final determination by the Vice President of Administrative Services, in consultation with the General Counsel.

When the Required Retention Period for a *Paper* Record expires, the senior officer of the Responsible Office shall initiate the process for the Records' destruction and disposal. The destruction of those Records shall be authorized by the senior officer of the Responsible Office. In the event of any dispute regarding the authorization of the destruction of documents by the senior officer of the Responsible Office, destruction will be stayed pending review and final determination by the Vice President of Administrative Services, in consultation with the General Counsel.

Safe and Secure Disposal

All Paper Records covered by the Records Retention Schedule shall be destroyed by shredding. All Electronic Records covered by the Records Retention Schedule shall be destroyed by or under the supervision of the Office of Information Technology.

Destruction Record

A destruction record is an inventory describing and documenting those Records, in all formats, authorized for destruction, as well as the date, agent, and method of destruction. The destruction record itself shall not contain confidential information. If a Paper Record is the subject of destruction, the destruction record shall be retained in the Responsible Office. If an Electronic Record is the subject of destruction, two copies of the destruction record shall be retained: one in the Responsible Office and in the Office of Information Technology. The destruction record may be retained in paper, digital, or other format.

Suspension of Records Retention Schedule

When litigation involving the University or its employees is filed or threatened, the law imposes a duty upon the University to preserve all Records that pertain to the issues involved. Once aware that litigation exists or is likely to be filed, the University's General Counsel will issue a litigation hold directive. The litigation hold directive overrides the Records Retention Schedule that may have otherwise called for the destruction of the relevant Records, until the hold has been lifted by the General Counsel. The suspension applies equally to Paper and Electronic Records, including duplicate copies. No University employee who has been notified by the General Counsel of a litigation hold may alter or destroy a Record that falls within the scope of that hold. Violation of the hold may subject the individual to disciplinary action, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions.

Any University employee who becomes aware of litigation or threatened litigation prior to receiving a litigation hold shall inform the General Counsel immediately and shall suspend the Records Retention Schedule until a litigation hold, defining the scope of the suspension, is issued by the General Counsel.