

AMERICAN UNIVERSITY OF BEIRUT

BEIRUT - LEBANON

PERSONNEL REGULATIONS

FOR NON-ACADEMIC EMPLOYEES AND WORKERS

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## SECTION I - BASIS AND INTENT

1. These Regulations are issued by the American University of Beirut in compliance with Article 9 of the Lebanese Labor Law. They provide work rules and employment regulations for Non-Academic Employees and Workers of the University.
2. The intent of these Regulations is to acquaint the personnel concerned with the employment and work conditions at the University and to promote among them better understanding of the rules and regulations, which govern their relations with the University.

SECTION II - DEFINITIONS

For the purposes of these Regulations:

1. "Employee" means a person employed by the University who is engaged in office or non-manual work other than teaching and whose employment is governed by the Lebanese Labor Law. It includes nurses, technicians or other persons who are identified as employees under their letter of appointment or their written employment contract.
2. "Worker" means a person employed by the University who is engaged in manual or non-office work and whose employment is governed by the Lebanese Labor Law.
3. "Regulations" means the Regulations for non-academic employees and workers of the University as herein set forth and as amended from time to time.
4. "Labor Law" means the Lebanese labor Law of September 23, 1946, as amended from time to time.
5. "University" means the American University of Beirut, a non-profit, private institute of higher learning incorporated in the State of New York and having a university at Beirut, Lebanon.

SECTION III - APPLICABILITY

1. Except as otherwise provided, the Regulations shall apply to all Non-Academic Employees and Workers employed either on full time or part time basis. Non-academic employees and workers other than Lebanese national shall be governed by their respective employment agreements consistent with the applicable laws.
  
2. Non-Academic Employees and Workers engaged by the University for specified periods of less than 4 months are not covered by these Regulations. Their rights and obligations shall be determined in accordance with their employment agreements consistent with the applicable laws.

SECTION IV - EMPLOYMENT

1. Employment of all Employees and Workers shall be in accordance with the procedure set forth by the University for this purpose.
  
2. Prior to employment the applicant must:
  - a. Present to the University:
    - i. A valid identity card issued by the Lebanese Government or, if a foreigner, a work permit issued by the Ministry of Labor,
    - ii. A certificate of educational accomplishments and work experience,
    - iii. A certificate of service from his/her last employer,
    - iv. A declaration of his/her marital or family status record,
    - v. A copy of his/her judicial record of recent date.
  
  - b. Be medically fit according to a certificate issued by a physician designated by the University.
  
  - c. Sit for any tests required by the University.
  
  - d. Military Service Card and/or Exemption Certificate.

3. Employees and Workers will be engaged by the University on the basis of their suitability for the work, taking into consideration such factors as education, experience, skill, ability and aptitude. The decision of the University concerning the selection of candidates for employment shall be final and the University shall not be required to give reasons for selection or rejection of any application submitted to it.
4. An Employee or Worker may be engaged to work for the University under a written contract, or under a letter of appointment.
5. Except as provided in Section III, Paragraph 2, every new Employee and Worker shall be on probation for a period of three months. During this period his/her service may be terminated without notice in accordance with the provisions of the Labor Law.
6. When a job becomes vacant, the University will make every effort to fill such vacancy or vacancies from among existing employees and workers. For this purpose, the University will apply the policy of promotion and filling of vacancies from within where personnel are considered by the University to meet the requirements for the job.

7. Subject to the provisions of Section XIII of these Regulations, an Employee or Worker may be required to work on any assigned job or in any assigned location based on work needs determined by the University, provided the job is of the same general nature as the one for which he was employed.



SECTION V - HOURS OF WORK

1. Employees and Workers must be punctual, and must observe the posted hours of work.
2. Work schedules and hours will be established by the University for all Employees and Workers on a weekly work basis. The University shall post a statement of the work schedules at the place of employment and shall forward a copy of said statement to the Ministry of Labor.
3. The weekly working hours for all Employees and Workers of the University shall be forty hours per week distributed over five days. The University will determine the weekly days off in accordance with work requirements.
4. The University may at its own discretion and for its own reasons reduce the working hours of any Employee or group of Employees, any Worker or group of Workers, for any period it so desires, and may reinstate the full working schedule within the maximum hours stated in paragraph 2 and 3 of this Section.

5. In cases of urgency the University may require Employees and Workers to work overtime consistent with the provisions of Articles 33 and 34 of the Labor Law. Overtime is time worked in excess of the normal weekly schedule. In order to be eligible for overtime pay, the Employee or Worker must have been duly authorized in writing by the University. Overtime pay or compensatory time off shall be granted to eligible Employees and Workers in accordance with the provisions of the Labor Law.

SECTION VI - WEEKLY REST PERIODS AND HOLIDAYS

1. A rest period of at least 36 consecutive hours a week shall be allowed by the University to all Employees and Workers.
2. Consistent with work requirements the University shall grant each year regular holidays with pay to Employees and Workers. All Workers and Employees shall receive a total of 17 days holiday per year.
3. The days to be observed as holidays shall be prescribed by the University from time to time and be distributed normally on the basis of official national holidays and designated religious holidays. Whenever the schedule of holidays is changed, such change shall be notified to the Ministry of Labor.
4. If an Employee or Worker is required to work on a weekly rest day or a holiday, he may receive pay for such work or compensatory time off with pay.

SECTION VII - CONDUCT ON THE JOB

1. Employees and Workers are expected to render a full hour of work for each hour of pay.
2. An Employee or Worker, who is employed on a full-time basis, shall devote all his time to his assigned duties in the service of the University. He may not engage in any other employment except with the specific written permission of the University.
3. Employees and Workers who handle correspondence, contracts, records, documents, accounts and medical data must realize that their work is confidential and is to be discussed only in connection with their work, and with authorized personnel.
4. Employees and Workers are required to restrict personal visits and telephone calls during work to a minimum. Receiving such visits and making such calls are only permitted by the University for serious or urgent reasons.
5. No employee or Worker shall drive, operate, handle or in any way utilize any of the University's vehicles, equipment, machinery or tools except as specifically authorized.

SECTION VIII - SAFETY

1. Each Employee and Worker shall comply with the Safety and Fire prevention rules laid down by the University.
  
2. In case of accident resulting in personal injury or property damage, the Employee or the Worker concerned shall be responsible to report such accident immediately to his supervisor. The Employee or Worker involved shall also promptly report all injuries to the University Health Service.

SECTION IX - HEALTH AND SANITATION

1. Each Employee and Worker shall abide by the Health and Sanitation rules laid down by the University.
2. The University may require any Employee or Worker to be physically examined or inoculated from time to time during his service. The decision of the physician designated by the University for such examination, re-examination or inoculation shall be final.
3. The University provides a Health Insurance Plan for every Employee and Worker, engaged on half time basis or more. The terms and provisions of the Plan will govern.
4. 80% of the cost of Medication is payable by the National Social Security Fund to eligible Employees and Workers with their dependents in accordance with the provisions of "Medical and Maternity Care Branch" of the Lebanese National Social Security Law.

SECTION X - SPECIAL AND MATERNITY LEAVES

1. An Employee or Worker will, upon request, be granted compassionate leave with pay up to three days in case of death of any of the following members of his/her family: father, mother, spouse and child and up to two days in case of death of any of the following members of his/her family: brother, sister, grandchild, grandmother or grandfather."
  
2. Leave of absence without pay may be given in exceptional circumstances upon approval of the University. If such leave exceeds 30 days, it shall be deducted from the period of service of the Employee or Worker concerned.
  
3. Married women Employees and Workers will be entitled to forty nine days (7 weeks) maternity leave with full pay for the period preceding and immediately following delivery. In no case will such an Employee or Worker be allowed to resume her work before thirty five days (5 weeks) from the date of delivery. No notice of termination or warning may be addressed to a woman employee during her maternity leave or pregnancy period.

SECTION XI - SICK LEAVE

1. An Employee or Worker is eligible for sick leave if he is unable to work because of illness or injury, provided his disability is certified or approved by a physician of the University Health Service. Such Employee or Worker will be entitled to the following sick leave:
  - a. Fifteen days full pay from beginning of appointment and up to three months.
  - b. Fifteen days at full pay and fifteen days half pay for persons with more than three months and less than two years of service.
  - c. One month at full pay and one month at half pay for persons with two years but less than four years of service.
  - d. One and a half months at full pay, and one and half months at half pay for persons with four years but less than six years of service.
  - e. Two months at full pay and two months at half pay for persons with six years but less than ten years of service.
  - f. Two and half months at full pay, and two and half months at half pay for persons with ten or more years of service.



2. a. The Employee or Worker may be deprived of sick leave with pay if it is proved that he contravened the regulations concerning such leave.
  - b. The Employee or Worker who fails to comply with the Health Regulations of the University or with the directions of a physician designated by the University shall be deprived of all benefits concerning hospitalization, medical care granted by the University under any of its plans then in force.
3. Sick leave shall be granted to the Employee or Worker only in case of sickness and in accordance with paragraph One of this Section.
4. In case the sick leave used by an Employee or Worker exceeds a period of one month, the University may reduce his annual vacation consistent with the provisions of the Labor Law, provided such vacation shall not in any case be reduced to less than 8 days.
5. The University will not terminate any Employee or Worker during his/her sick leave, nor give him/her notice of termination during said leave, except as provided in Section IV, paragraph 5. The above restrictions would not apply if the employee or worker is employed elsewhere during the period of his/her leave.

SECTION XIII - VACATIONS

1. Employees and workers who have completed one or more years of service shall be granted paid annual vacations as follows:
  - a. Fifteen working days for persons who have up to and including 7 years' service.
  - b. Seventeen working days for persons who have more than 7 up to and including 14 years of service.
  - c. Twenty working days for persons who have more than 14 up to and including 21 years of service.
  - d. Twenty Five working days for persons who have more than 21 years of service.
  
2. The vacation dates shall be determined by the University based on work requirements, taking into consideration the wishes of the Employee or Worker concerned. The decision of the University in determining the vacation dates shall be final.
  
3. Employees or Workers must take their vacations annually. Vacations are normally non-cumulative. Vacation may be given in two or more periods provided that one of these periods shall not be less than six consecutive days. Such request may be made by the concerned supervisor.

For a justified reason an individual may request permission to defer the part of his/her vacation exceeding six consecutive days to the following year.

In no case will an accumulation of more than the current year and previous years vacations entitlement be permitted. When a deferral has been permitted the individual must take all vacation entitlement at one time in a consecutive number of days.

4. The University expects every Employee and Worker to take his annual vacation when scheduled. The Employee or Worker will not be entitled to receive pay in lieu of unused vacation except as stated in paragraph 6 below.
5. Employees or Workers may not waive their rights to annual vacation in return for the payment of remuneration thereof.
6. In case of termination for any reason whatsoever, an Employee or Worker with more than one year's service will be paid for accrued vacation days accumulating up to the date of his termination, subject to the limitations provided in paragraphs 3 and 4 of this Section.

SECTION XIII - WAGES AND SALARIES

1. Employees and Workers shall be paid their wages and salaries in Lebanese currency.
2. Wages and salaries are determined in accordance with a job classification schedule and a wage and salary scale maintained by the University. Each job is classified under the said schedule and a wage and salary range is established for each classification.
3. Each Employee or Worker shall be placed in the classification of his regular job. Wage and Salary increments shall be granted by the University under the classification schedule within the ranges provided in the wage and salary scale.
4. The classification schedule and the wage and salary scale may be changed by the University as indicated for proper wage and salary administration or required by applicable local conditions or laws.
5. The provisions of this Section shall not affect the emoluments specified in the employment agreements.

SECTION XIV - ALLOWANCES

1. A family allowance is payable by the National Social Security Fund to eligible Employees and Workers in accordance with the provisions of the Social Security Law. Every Employee or Worker is obligated to report to his supervisor any change in his marital or family status within ten days of its occurrence, and to produce satisfactory evidence, as required. Upon being duly notified of such change, the University will report it to the National Social Security Fund.
  
2. A special monthly allowance will be granted to Employees and Workers on full time permanent night work and rotating shift schedules (other than the day shift schedules). The amount of such allowance is determined by the University, shall be calculated separately for each shift and shall be paid monthly.

SECTION XV - PERSONNEL DEVELOPMENT

1. The University encourages job-related vocational and technical training programs to be conducted with a view to developing present personnel to fill present and future needs of the University from within, wherever possible.
  
2. To assist in occupational advancement, the University offers qualified Employees the opportunity of enrollment in work related courses at the University at reduced rates. The terms and conditions of such enrollment will be announced by the University from time to time.

SECTION XVI - DISCIPLINARY ACTION

1. The University administers disciplinary action on those acts or omissions committed by Employees or Workers, which are contrary to the interest of the University.

Types of action justifying disciplinary action are:

- a. Misrepresentation on application for employment.
- b. Failure to advise the University of any change in marital or family status.
- c. Non-compliance with the University's rules on Safety, Health or Sanitation, or with other internal regulations.
- d. Unauthorized absence from work without excuse acceptable to the University.
- e. Unauthorized use of the University's equipment, material or property.
- f. Repeated unexcused tardiness.
- g. Insubordination.
- h. Failure to work diligently.
- i. Quarreling or fighting on the job.
- j. Failure to report an accident while on duty.
- k. Offering or accepting bribes, gratuities or commissions.
- l. Disclosing confidential matter.
- m. Committing an immoral act, drinking or carrying alcoholic beverages, or carrying arms, on the premises of the University.

2. Disciplinary action may take one of the following forms according to the seriousness of the offense:
  - a. Verbal reprimand.
  - b. Written warning.
  - c. Suspension without pay for a period not exceeding three days for any one offense.
  - d. Dismissal from the University's service.
  - e. Discharge for cause under Article 74 of the Labor Law stated in paragraphs 4 and 8 of Section XIX of these Regulations.
  
3. The disciplinary action to be taken in any case shall be determined by the University consistent with the provisions of the Labor Law.
  
4. If, as a result of a serious fault, negligence, or contravention of these regulations, the University sustains any material damage, it may recover the value of such damage from the salary of the Employee or the Worker concerned. In any case, the amount deducted for this purpose shall not exceed the pay of five days in any one month. This penalty will not be imposed after the lapse of 15 days from the date the fault, negligence, or contravention is ascertained.



5. When an Employee or Worker is detained on legal grounds, he will be considered suspended from work without pay. The University's decision concerning his continued employment will depend on the nature of charges against him, the period of his detention, and the outcome of the case.

SECTION XVII - GRIEVANCE PROCEDURE

1. Any grievance by an Employee or Worker will first be submitted to the University for consideration and review through established grievance procedure channels before referring such grievance to any other authority or organization.
  
2. The University has set up appropriate channels to ensure prompt and fair consideration of Employee and Worker grievance submitted to it.

SECTION XVIII - DISABILITY BENEFITS

1. In case of disability caused by an accident occurring during the course of and arising out of assigned work, a Worker will be eligible for disability and medical benefits under a special program provided by the University for Workers performing manual work. In providing such benefits the University will take into consideration the statutory provisions relating to workmen's compensation and occupational diseases.
  
2. If an Employee is disabled as a result of an accident occurring during the course of and arising out of assigned work, his case will be reviewed by the University and considered on its own merits.
  
3. The decision of the University with respect to payment of any medical or disability benefits to Workers or Employees under this Section shall be final.

SECTION XIX - TERMINATION OF SERVICE

1. The University offers employment to Employees and Workers in accordance with its work needs. As provided for in the Labor Law, the University may, at any time, terminate the services of an Employee or Worker, subject to the provisions of paragraph 12 of this Section.
  
2. An Employee or Worker who is terminated by the University after completing the probationary period shall be given one month's notice if he has three years or less of continuous service, or two months' notice if he/she has more than three years but less than six years of continuous service and three months if he/she has more than six years and less than 12 years of continuous service and four months if he/she has more than twelve years of continuous service. During the notice period, the Employee or the Worker may absent himself/herself from duty for one hour per day in order to look for another job.
  
3. The University may, at its discretion, grant pay in lieu of notice for all or part of the applicable notice period.

4. The University may terminate the services of any Employee or Worker without termination indemnity and without notice in the following cases:
  - a. If the Employee or Worker has assumed a false nationality.
  - b. If the Employee or Worker was employed on probation and has not given satisfaction during his first three months of service.
  - c. If it is established that the Employee or Worker has committed an act or willful negligence intended to cause damage to the University's material interests. Provided that in order to enforce this ground, the University shall advise the Ministry of Labor in writing of the offence within three days from the date said act or negligence is established.
  - d. If the Employee or Worker, in spite of written warnings, commits a serious breach of the rules and regulations of the University three times in any one year.
  - e. If the Employee or Worker, without lawful excuse, absents himself for more than 15 days in any one year or more than 7 consecutive days. The Employee or Worker within 24 hours of his return, shall give the reasons for his absence. The University will, each time, notify the Employee or Worker in writing of the number of days of absence without lawful excuse recorded against him.

- f. If the Employee or Worker has been sentenced to imprisonment for one year or more for having committed a felony, or if he commits a misdemeanor at the workplace and in the course of the work, or if the Employee or Worker is convicted of any of the offences mentioned in Article 344 of the Penal Code.
  - g. If the Employee or Worker assaults a member of the management of the University on the work premises.
5. An Employee or Worker who intends to leave the service of the University shall give one month's notice if he has three years or less of continuous service, or two months' notice if he/she has more than three years but less than six years of continuous service and three months if he/she has more than six years and less than 12 years of continuous service and four months if he/she has more than twelve years of continuous service.
6. At the end of service of an Employee or Worker for termination, resignation or death if such Employee or Worker is then covered by the Social Security End of Service Indemnity, whether by voluntary or mandatory coverage, he or his beneficiaries shall be entitled to such benefits as may be provided by the Social Security Law.

7. An Employee or Worker who is not covered by the Social Security End of Service Indemnity and whose services are terminated by the University for reasons other than those mentioned in paragraph 4 of this Section, shall receive a termination indemnity equal to one month's salary for each full year of service and a half month's salary for any additional part of a year in accordance with the Labor Law.
  
8. An Employee or Worker who is not covered by the Social Security End of Service Indemnity and whose services are terminated under the provisions of paragraph 4 of this Section shall not be entitled to receive any termination indemnity.
  
9. Termination indemnity will be paid to any Employee or Worker who is not covered by the Social Security End of Service Indemnity and who resigns from the service of the University.

10. In case of death of an Employee or Worker who is not covered by the Social Security End of Service Indemnity, his heirs will be entitled to receive benefits equivalent to termination indemnity.
  
11. If the work circumstances require a change in the conditions of employment from full-time to part-time or vice versa, the service of the Employee or Worker concerned shall be terminated, and he shall not be rehired before the lapse of 3 months after the date of such termination.
  
12. The provisions of this Section do not apply to Employees or Workers who are employed by the University on fixed term contracts. The termination of service of Employees or Workers with fixed term contracts shall be governed by the provisions of their contracts.
  
13. Upon request of a terminated Employee or Worker, the University will issue a Service Certificate indicating his job title, salary, period of service, and reason and date of his termination.



SECTION XX - GENERAL PROVISIONS

1. These Regulations shall be administered by the University. The University will make such rules and procedures that may be required for the effective application of these Regulations.
  
2. The date of birth of an Employee or Worker recorded at the time of employment shall be taken as a basis for determining the age of such Employee or Worker for all purposes of his employment relationship with the University. If no exact date of birth is given, the first day of July of the year of birth will be considered as his birth date.
  
3. These Regulations may be changed from time to time in the light of changing conditions and in line with the Labor Law and other legislation applicable to Employees and Workers subject to the Ministry of Labor.

4. The provisions of the following paragraphs shall remain in effect only until application of the pertinent Branch of the Social Security Law to the Employees or Workers concerned:
  - a. Section X para 3
  - b. Section XI para 1, 2 and 3
  - c. Section XVIII para 1, 2 and 3
  
5. The provisions of these Regulations shall not in any way limit or affect the rights, benefits, services or emoluments provided for, in any individual or collective labor contract.
  
6. These Regulations shall be notified to Employees and Workers by posting them at the Personnel Office of the University.