Scope

This policy applies to all Staff and Temporary employees.

Policy Statement

1. There may be times when the physical conditions of a workplace make it impossible or impractical for employees to work in their usual work location. Adverse or unsafe conditions could affect a specific building, part of a building, an area of campus, or an entire campus.

2. The chancellor, provost, or appropriate vice president has the authority to close a specific building or part of a building, an area of a campus, or an entire campus.

3. In such circumstances and with the proper approvals, affected employees can be reassigned or released from work subject to the procedures described in this policy.

4. Management will use its best efforts to designate and communicate the closing and reopening times.

5. Pay and leave issues will be addressed in all cases in accordance with this policy.

Procedure
1. Reassignment or release from work:
   a. Based on an assessment of adverse or unsafe working conditions, the chancellor, provost, or appropriate vice president may direct employees to work in another location or may close the workplace by directing employees not to report to work and/or by releasing those affected employees who are already at work.
   b. To the extent that unsafe or adverse working conditions can be anticipated, employees will be given advance notice not to report to work.
   c. During the period that a workplace is closed, the university will attempt to resolve the adverse or unsafe working condition or identify alternative work locations and arrangements so that employees are able to return to work as soon as possible.
      i. The university retains the right to assign a person to a different work location at its discretion.
   d. If the adverse or unsafe working condition is limited to a specific building, part of a building, or to a specific area of a campus, employees working in these other portions of the campus that remain open will receive their regular rate of pay.
      i. Employees assigned to rectify, repair, or otherwise perform work related to the situation will receive their regular rate of pay.
   e. If the situation is widespread and severe such that the entire campus is closed, emergency Support and Service Staff and Temporary Staff who are required to work in the adverse working conditions will receive their regular rate of pay plus time and one-half additional time or pay, as determined by the department head. Professional Staff (i.e., PAE, PAO, PAU) will receive their regular rate of pay.
      i. It is the responsibility of the department head to designate which jobs, if any, are subject to emergency work requirements.

2. Closing of a workplace for up to five working days
   a. If a workplace is closed pursuant to this policy, the affected employees who were scheduled to work and were not at work solely because of the adverse working conditions will incur no loss of pay and will not be required to cover any absences due to the closing for up to five working days.
      i. The absence is to be coded as Adverse Working Conditions (ADW). Employees who were not scheduled to work or were not at work because of such reasons as vacation, holiday, sick time, funeral, or leave of any type whether paid or unpaid, will continue in that status and their absence will be coded according to the particular reason for the absence.
      ii. For Temporary Employees, such absences are without pay.
   b. Any portion of an employee's regular workday counts as one day for the purposes of this policy.

3. Closings that extend beyond five working days
   a. Whenever a workplace is closed pursuant to this policy for more than five working days, Staff must cover any additional time away from work using one or more of the following:
      i. Accrued vacation, holiday, or income protection time (in full days for PAE Staff and hour-for-hour for PAO and PAU Staff).
      ii. Accrued compensatory time
      iii. Absence without pay and with benefit accrual (AWB)
      iv. With department head approval, work at a different location on or off campus
      v. With department head approval, make up the time on an hour-for-hour basis within the same workweek of the absence. Hours made up in addition to 40 hours in pay status in a workweek are subject to overtime compensation.
   b. The use of any type of paid time off to cover time away due to adverse or unsafe working conditions does not count against the maximum amount that can be used in a calendar year.

4. When the campus is closed, all Staff working remotely will be compensated at their regular rate of pay.

5. The closure of a campus does not necessarily mean the University Adverse Working Conditions policy applies to employees working at locations outside the campus’s immediate area.
Definitions

1. *Adverse or unsafe working conditions* covered by this policy are physical conditions of a workplace that make it impossible or impractical for employees to work in their usual work location. Examples of adverse or unsafe conditions are loss of heat or electricity, damaged buildings, restricted access to an area of campus due to flooding or tornado damage, or situations that implicate personal safety.

2. Adverse or unsafe conditions could affect a specific building or part of a building, an area of a campus, or an entire campus.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

<table>
<thead>
<tr>
<th>Union</th>
<th>Policy Number</th>
<th>Title</th>
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<tr>
<td>AFSCME (BL, IN, SB)</td>
<td>10.1</td>
<td>10.1 - Adverse or Unsafe Working Conditions</td>
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<tr>
<td>AFSCME Police</td>
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<td>Adverse or Unsafe Working Conditions</td>
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<tr>
<td>CWA</td>
<td>7.4</td>
<td>7.4 - Adverse or Unsafe Working Conditions</td>
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<tr>
<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>8.2</td>
<td>8.2 - Adverse or Unsafe Working Conditions</td>
</tr>
<tr>
<td>Temporary</td>
<td>5.6</td>
<td>5.6 - Adverse or Unsafe Working Conditions</td>
</tr>
</tbody>
</table>
Adverse or Unsafe Working Conditions

Scope

This policy applies to all Staff and Temporary employees.

Policy Statement

1. There may be times when the physical conditions of a workplace make it impossible or impractical for employees to work in their usual work location. Adverse or unsafe conditions could affect a specific building, part of a building, an area of campus, or an entire campus. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) B.1.]

2. The chancellor, provost, or appropriate vice president has the authority to close a specific building or part of a building, an area of a campus, or an entire campus. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.b.] [Temp 5.6 B.2.]

3. In such circumstances and with the proper approvals, affected employees can be reassigned or released from work subject to the procedures described in this policy. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) B.2.]

4. Management will use its best efforts to designate and communicate the closing and reopening times. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.b.]

5. Pay and leave issues will be addressed in all cases in accordance with this policy. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.a.]

Procedures

1. Reassignment or release from work: [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.]
   a. Based on an assessment of adverse or unsafe working conditions, the chancellor, provost, or appropriate vice president may direct employees to work in another location or may close the workplace by directing employees not to report to work and/or by releasing those affected
employees who are already at work. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.a.] [Temp 5.6 B.1.]

b. To the extent that unsafe or adverse working conditions can be anticipated, employees will be given advance notice not to report to work. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.a.] [Temp 5.6 B.1.]

c. During the period that a workplace is closed, the university will attempt to resolve the adverse or unsafe working condition or identify alternative work locations and arrangements so that employees are able to return to work as soon as possible. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.c.] [Temp 5.6 B.3.]

i. The university retains the right to assign a person to a different work location at its discretion. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.c.] [Temp 5.6 B.3.]

d. If the adverse or unsafe working condition is limited to a specific building, part of a building, or to a specific area of a campus, employees working in these other portions of the campus that remain open will receive their regular rate of pay. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.d.] [Temp 5.6 B.4.]

i. Employees assigned to rectify, repair, or otherwise perform work related to the situation will receive their regular rate of pay. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.d.] [Temp 5.6 B.4.]

e. If the situation is widespread and severe such that the entire campus is closed, emergency Support and Service Staff and Temporary Staff who are required to work in the adverse working conditions will receive their regular rate of pay plus time and one-half additional time (CPP) or pay (EWP), as determined by the department head. Professional Staff (i.e., PAE, PAO, PAU) will receive their regular rate of pay. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.e.] [Temp 5.6 C.1.]

i. It is the responsibility of the department head to designate which jobs, if any, are subject to emergency work requirements. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.1.e.i.] [Temp 5.6 C.1.a.]

2. Closing of a workplace for up to five working days [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.2.]

a. If a workplace is closed pursuant to this policy, the affected employees who were scheduled to work and were not at work solely because of the adverse working conditions will incur no loss of pay and will not be required to cover any absences due to the closing for up to five working days. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.2.a.]

i. The absence is to be coded as Adverse Working Conditions (ADW). Employees who were not scheduled to work or were not at work because of such reasons as vacation, holiday, sick time, funeral, or leave of any type whether paid or unpaid, will continue
in that status and their absence will be coded according to the particular reason for the absence. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.2.a.]

ii. For Temporary Employees, such absences are without pay. [Temp 5.6 B.1.]

b. Any portion of an employee's regular workday counts as one day for the purposes of this policy. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.2.b.]

3. Closings that extend beyond five working days [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.3.]

a. Whenever a workplace is closed pursuant to this policy for more than five working days, Staff must cover any additional time away from work using one or more of the following: [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.3.a. and its subparts along with C.2.b. and its subparts]

i. Accrued vacation, holiday, or income protection time (in full days for PAE Staff and hour-for-hour for PAO and PAU Staff).
ii. Accrued compensatory time
iii. Absence without pay and with benefit accrual (AWB)
iv. With department head approval, work at a different location on or off campus
v. With department head approval, make up the time on an hour-for-hour basis within the same workweek of the absence. Hours made up in addition to 40 hours in pay status in a workweek are subject to overtime compensation.

b. The use of any type of paid time off including PTO for PA Staff (PNL) Vacation (VNL for Support & Service) to cover time away due to adverse or unsafe working conditions does not count against the maximum amount that can be used in a calendar year. [AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE) C.2.c.]

4. When the campus is closed, all Staff working remotely will be compensated at their regular rate of pay.

5. The closure of a campus does not necessarily mean the University Adverse Working Conditions policy applies to employees working at locations outside the campus's immediate area.

Definitions

1. Adverse or unsafe working conditions covered by this policy are physical conditions of a workplace that make it impossible or impractical for employees to work in their usual work location. Examples of adverse or unsafe conditions are loss of heat or electricity, damaged buildings, restricted access to an area of campus due to flooding or tornado damage, or situations that implicate personal safety.

2. Adverse or unsafe conditions could affect a specific building or part of a building, an area of a campus, or an entire campus.
Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

AFSCME (B, IN, SB) 10.1 • CWA 7.4 • PA/SS 8.2 • Police (BL, IN, NW, SB, SE)
   Adverse or Unsafe Working Conditions

Temporary 5.6  Adverse or Unsafe Working Conditions
Alternative Work Schedules

Scope

Policy Statement

1. Indiana University encourages operating units to accommodate the childcare, family care, and other personal needs of Staff employees by establishing alternative work schedules to the extent possible and consistent with the requirements of the operating unit.

2. The workweek for all campuses and departments begins and ends at 12:00 midnight on Saturday.

3. Departments should not schedule Staff employees to work more than six days of the week on a regular basis.

4. The decision to establish an alternative work schedule is the sole discretion of the university. It is not required that alternative work schedules be uniformly available to all positions in a department or operating unit. Not every function is conducive to such alternative scheduling because of the requirements of operating units. This should not deter supervisors from approving alternative work schedules for positions where such scheduling can be accommodated.

5. Although alternative work schedules do not alter the responsibility and authority of department heads to establish and change work schedules, an alternative work schedule may discontinued, temporarily suspended, or altered if work needs change or if service is impaired. Supervisors should make efforts to honor an agreed-upon alternative work schedule.

6. An alternative work schedule is a special arrangement and a privilege and is not subject to the grievance procedure.
7. Types of alternative work schedules - For purposes of this policy the following types of alternative work schedules include but are not limited to the following:

a. For all Professional and Support Staff employees:
   i. Flexible schedule (often referred to as "flextime") means any supervisory-approved practice of permitting eligible employees to alter the standard hours on a daily basis. In such cases, operating units establish core hours when the employee must be present unless he or she is on an approved leave. In other words, employees approved for a flexible schedule may change their start and end times on a daily basis provided they work the established core hours.
   ii. Variable schedule refers to a fixed work schedule that deviates from the standard work schedule and is mutually agreeable to the employee and the supervisor. This may include an agreement to alter the lunch break from the standard one-hour lunch. Unlike the flexible schedule (described above), this does not include the employee option to change the agreed-upon daily start and end work time.
   iii. Alternate work schedule refers to a supervisory-approved practice that enables eligible employees to complete the basic work requirement of forty (40) hours per week in fewer or more than five (5) full workdays. The work schedule is standardized by mutual agreement of the employee and the supervisor.

b. For AFSCME Police and AFSCME Service covered employees:
   i. Flex time refers to a change in a work schedule for a single event or series of events that may span several months, but is not a permanent change of a work schedule.

Procedure

Requesting an alternative work schedules

1. Any Staff employee may request to work an alternative work schedule unless the employee's position is excluded either by the operating unit due to operating needs or by university policy.

2. When an employee desires a change in working hours, the employee will submit the request in writing to the supervisor.

   a. For all Professional and Support Staff employees, instead of receiving individual employee requests for alternative work schedules, departments may establish plans for alternative work schedules for their units and notify employees of the options and procedures for working such schedules.

   b. For AFSCME Police and AFSCME Service covered employees, when an employee desires a change in work schedule, the employee will submit the request to the Department Head, or designee, at least 24-hours in advance of the event or beginning of the series of events for which the request is made.

3. The supervisor will make a reasonable effort to accommodate the request.

   a. For CWA covered employees, requests based on needs related to childcare, family care or carpooling will be given primary consideration. Otherwise, the supervisor's estimation of the employee's ability to work independently and length of service will be the deciding factor.

4. To ensure that the departmental needs are being met, supervisors should review the alternative work schedule periodically (at least annually) or as circumstances which led to the approval of an alternative work schedule change; alternative work schedules should include a specific time-frame, such as a semester, to support the review process.

5. For CWA, and Professional and Service Staff employees, after having worked the alternative work schedule for a reasonable period of time, or at least annually, the employee will have an opportunity to request a change in their schedule. This includes an employee's request to return to the standard schedule.

Criteria for approving alternative work schedules

1. When considering requests for changes in work schedules for Staff employees, supervisors must comply with Federal and State wage and labor laws, as well as the following conditions:
a. No alternative work schedule will be implemented that results in an employee working less than the position's budgeted FTE.

b. An employee, other than Police Service Staff, should not be required to work more than six consecutive hours without a minimum of a one-half hour lunch period free from the job. By mutual agreement between the employee and the supervisor, an employee can work more than six consecutive hours without an unpaid meal break of 30 minutes or more, either as an occasional adjustment to the work schedule or on a regular basis as an alternative or flexible work schedule. In these situations every effort should be made to provide the employee the fifteen minute rest periods as provided in the Work Schedules policy (exempt,non-exempt).

i. For Police Service Staff see Work Schedules policy for discussion of meal breaks.

c. Alternative work schedules must not interfere with the efficient operation of the university nor adversely affect the services that are provided to students, other operating units, or the public.

d. The quantity, quality, and timeliness of employee work must be maintained.

e. Adequate supervision and employee accountability must be maintained.

f. Alternative work schedules must not cause or contribute to the need for additional staff or overtime work.

g. Rest periods are a normal part of the work schedule. Time allowed for rest periods is not cumulative, and therefore is not a basis for an alternative work schedule.

2. The presence of alternative work schedules does not alter the responsibility and authority of department heads to establish and change work schedules as described in the Work Schedules policy (exempt,non-exempt) and the Overtime policy.

3. Such a schedule is to be reviewed with the campus Human Resources Office before it is implemented and on an on-going basis to ensure that it is a full-time, bona-fide schedule maintained over a period of time and that overtime is appropriately compensated.

Recordkeeping

With such an established work schedule, Absence With Benefits (AWB) will be applied in any week in which the scheduled hours are less than 40 hours to ensure that the employee receives full time-off accruals for each pay period. Time off accruals are not earned on hours worked over 40 in a week. AWB will not be applied to cover any unpaid absences during the scheduled work hours unless qualified under another personnel policy.

Definitions

1. **Alternate work schedule** refers to a supervisory-approved practice that enables eligible employees to complete the basic work requirement of forty (40) hours per week in fewer or more than five (5) full workdays. The work schedule is standardized by mutual agreement of the employee and the supervisor.

2. **Flexible schedule** (often referred to as "flextime") means any supervisory-approved practice of permitting eligible employees to alter the standard hours on a daily basis. In such cases, operating units establish core hours when the employee must be present unless he or she is on an approved leave. In other words, employees approved for a flexible schedule may change their start and end times on a daily basis provided they work the established core hours.

3. **Operating unit** means any university administrative unit including departments, divisions of departments, or work locations that report to a supervisor.

4. **Variable schedule** refers to a fixed work schedule that deviates from the standard work schedule and is mutually agreeable to the employee and the supervisor. This may include an agreement to alter the lunch break from the standard one-hour lunch. Unlike the flexible schedule (described above), this does not include the employee option to change the agreed-upon daily start and end work time.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.
History

Replaces all of the following policies:

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<th>CWA</th>
<th>5.2 - Alternative Work Schedules</th>
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<tr>
<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>4.5 - Alternative Work Schedules</td>
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Replaces parts of the following policies:

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<th>AFSCME Service</th>
<th>CWA</th>
<th>PA/SS</th>
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<td>Work Schedules, Hours, and Uniforms</td>
<td>6.3 - Work Schedules, Hours, and Uniforms</td>
<td>5.1 - Work Schedules and Uniforms</td>
<td>4.3 - Work Time and Record Keeping for Support and Service Staff</td>
<td>4.1 - Work Schedules, Hours, Uniforms</td>
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Alternative Work Schedules

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. Indiana University encourages operating units to accommodate the childcare, family care, and other personal needs of Staff employees by establishing alternative work schedules to the extent possible and consistent with the requirements of the operating unit. [AFSCME Police Work Sched B.6.a.] [AFSCME Service 6.3 B.7.a.] [CWA 5.2 A.1.] [PA/SS 4.5 A.1.]
2. The workweek for all campuses and departments begins and ends at 12:00 midnight on Saturday. [AFSCME Police Work Sched. B.1.a.] [AFSCME Service 6.3 B.1.a.] [CWA 5.1 B.1.][PA/SS 4.5 A.1.c.] [Temp 4.1 B.1. in spirit]
3. Departments should not schedule Staff employees to work more than six days of the week on a regular basis. [PA/SS 4.3 C.3.]
4. The decision to establish an alternative work schedule is the sole discretion of the university. It is not required that alternative work schedules be uniformly available to all positions in a department or operating unit. Not every function is conducive to such alternative scheduling because of the requirements of operating units. This should not deter supervisors from approving alternative work schedules for positions where such scheduling can be accommodated. [AFSCME Police Work Sched C.2.b.] [AFSCME Service 6.3 C.3.b.] [CWA 5.2 A.2.] CWA 5.2 C.1. in spirit] [PA/SS 4.5 A.2.]
5. Although alternative work schedules do not alter the responsibility and authority of department heads to establish and change work schedules, an alternative work schedule may discontinued, temporarily suspended, or altered if work needs change or if service is impaired. [CWA 5.2 A.3.] [PA/SS 4.5 A.3.] Supervisors should make efforts to honor an agreed-upon alternative work schedule. [AFSCME Police Work Sched C.2.c. in part] [AFSCME Service 6.3 C.3.e. in part][PA/SS 4.3 E.2.b.]
6. An alternative work schedule is a special arrangement and a privilege and is not subject to the grievance procedure. [PA/SS 4.5 A.4.]
a. CWA covered Support Staff may take problem-solving concerns through the Fair Treatment in the Workplace policy. [CWA 5.2 A.4.] [PA/SS 4.3 E.2.c. in spirit]

7. Types of alternative work schedules - For purposes of this policy the following types of alternative work schedules include but are not limited to the following: [CWA 5.2 B.][PA/SS 4.5 B.]

a. For all Professional and Support Staff employees:
   i. Flexible schedule (often referred to as "flextime") means any supervisory-approved practice of permitting eligible employees to alter the standard hours on a daily basis. In such cases, operating units establish core hours when the employee must be present unless he or she is on an approved leave. In other words, employees approved for a flexible schedule may change their start and end times on a daily basis provided they work the established core hours. [CWA 5.2 B.1.][PA/SS B.1.]

   ii. Variable schedule refers to a fixed work schedule that deviates from the standard work schedule and is mutually agreeable to the employee and the supervisor. This may include an agreement to alter the lunch break from the standard one-hour lunch. Unlike the flexible schedule (described above), this does not include the employee option to change the agreed-upon daily start and end work time. [CWA 5.2 B.2.] [PA/SS 4.3 B.2.a.i in spirit] [PA/SS 4.5 B.2.]

   iii. Alternate work schedule refers to a supervisory-approved practice that enables eligible employees to complete the basic work requirement of forty (40) hours per week in fewer or more than five (5) full workdays. The work schedule is standardized by mutual agreement of the employee and the supervisor. [CWA 5.2 B.3.] [PA/SS 4.3 C.2.a.ii.] [PA/SS 4.5 B.3.]

b. For AFSCME Police and AFSCME Service covered employees:
   i. Flex time refers to a change in a work schedule for a single event or series of events that may span several months, but is not a permanent change of a work schedule. [AFSCME Police Work Sched C.2.a.] [AFSCME Service 6.3 C.3.a.]

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**Procedures**

**Requesting an alternative work schedules**

1. Any Staff employee may request to work an alternative work schedule unless the employee's position is excluded either by the operating unit due to operating needs or by university policy. [CWA 5.2 B.Pro.1.] [PA/SS 4.5 C.1.]

2. When an employee desires a change in working hours, the employee will submit the request in writing to the supervisor. [CWA 5.2 B.Pro.2.][PA/SS 4.5 C.2.]

   a. For all Professional and Support Staff employees, instead of receiving individual employee requests for alternative work schedules, departments may establish plans for alternative work schedules for their units and
notify employees of the options and procedures for working such schedules. [CWA 5.2 B.Pro.C.5.][PA/SS 4.5 C.5.]

b. For AFSCME Police and AFSCME Service covered employees, when an employee desires a change in work schedule, the employee will submit the request to the Department Head, or designee, at least 24-hours in advance of the event or beginning of the series of events for which the request is made. [AFSCME Police Work Sched C.2.e.][AFSCME Service 6.3 C.3.e.]

3. The supervisor will make a reasonable effort to accommodate the request. [CWA 5.2 B.Pro.3.][PA/SS 4.5 C.3.]

a. For CWA covered employees, requests based on needs related to childcare, family care or carpooling will be given primary consideration. Otherwise, the supervisor's estimation of the employee's ability to work independently and length of service will be the deciding factor. [CWA 5.2 B.Pro.4.]

4. To ensure that the departmental needs are being met, supervisors should review the alternative work schedule periodically (at least annually) or as circumstances which led to the approval of an alternative work schedule change; [CWA 5.2 B.Pro.6.] alternative work schedules should include a specific time-frame, such as a semester, to support the review process. [PA/SS 4.3 E.2.a.]

5. For CWA, and Professional and Service Staff employees, after having worked the alternative work schedule for a reasonable period of time, or at least annually, the employee will have an opportunity to request a change in their schedule. This includes an employee's request to return to the standard schedule. [CWA 5.2 B.Pro.5.][PA/SS 4.5 C.4.]

Criteria for approving alternative work schedules

1. When considering requests for changes in work schedules for Staff employees, supervisors must comply with Federal and State wage and labor laws, as well as the following conditions: [CWA 5.2 C.2.][PA/SS 4.5 D.1.]

a. No alternative work schedule will be implemented that results in an employee working less than the position's budgeted FTE. [CWA 5.2 C.2.a.][PA/SS 4.5 D.1.a.]

b. An employee, other than Police Service Staff, should not be required to work more than six consecutive hours without a minimum of a one-half hour lunch period free from the job. By mutual agreement between the employee and the supervisor, an employee can work more than six consecutive hours without an unpaid meal break of 30 minutes or more, either as an occasional adjustment to the work schedule or on a regular basis as an alternative or flexible work schedule. In these situations every effort should be made to provide the employee the fifteen minute rest periods as provided in the Work Schedules policy. [AFSCME Service 6.3 B.3.a. & b.][CWA 5.2 C.2.b.][PA/SS 4.5 D.1.b.]

   i. For Police Service Staff see Work Schedules policy for discussion of meal breaks.

c. Alternative work schedules must not interfere with the efficient operation of the university nor adversely affect the services that are provided to students, other operating units, or the public. [AFSCME Police Work
Sched C.2.f.i.] [AFSCME Service 6.3 C.3.f.i.] [CWA 5.2 C.2.c.][PA/SS 4.5 D.1.c.]


e. Adequate supervision and employee accountability must be maintained. [AFSCME Police Work Sched C.2.f.iii.] [AFSCME Service 6.3 C.3.f.iii.] [CWA 5.2 C.2.e.][PA/SS 4.5 D.1.e.]

f. Alternative work schedules must not cause or contribute to the need for additional staff or overtime work. [AFSCME Police Work Sched C.2.f.iv.] [AFSCME Service 6.3 C.3.f.iv.] [CWA 5.2 C.2.f.][PA/SS 4.5 D.1.f.]

g. Rest periods are a normal part of the work schedule. Time allowed for rest periods is not cumulative, and therefore is not a basis for an alternative work schedule. [AFSCME Police Work Sched C.2.f.v.] [AFSCME Service 6.3 C.3.f.v.] [CWA 5.2 C.2.g.][PA/SS 4.5 D.1.g.]

2. The presence of alternative work schedules does not alter the responsibility and authority of department heads to establish and change work schedules as described in the Work Schedules policy and the Overtime policy. [AFSCME Police Work Sched C.2.c. in part] [AFSCME Service 6.3 C.3.c. in part]

3. Such a schedule is to be reviewed with the campus Human Resources Office before it is implemented and on an on-going basis to ensure that it is a full-time, bona-fide schedule maintained over a period of time and that overtime is appropriately compensated. [AFSCME Service 6.3 B.1.b. in part] [PA/SS 4.3. C.2.a.v.]

**Recordkeeping**

With such an established work schedule, Absence With Benefits (AWB) will be applied in any week in which the scheduled hours are less than 40 hours to ensure that the employee receives full time-off accruals for each pay period. Time off accruals are not earned on hours worked over 40 in a week. AWB will not be applied to cover any unpaid absences during the scheduled work hours unless qualified under another personnel policy. [PA/SS 4.3. C.2.a.iv.]

**Definitions**

1. *Alternate work schedule* refers to a supervisory-approved practice that enables eligible employees to complete the basic work requirement of forty (40) hours per week in fewer or more than five (5) full workdays. The work schedule is standardized by mutual agreement of the employee and the supervisor.

2. *Flexible schedule* (often referred to as "flextime") means any supervisory-approved practice of permitting eligible employees to alter the standard hours on a daily basis. In such cases, operating units establish core hours when the employee must be present unless he or she is on an approved leave. In other words, employees approved for a flexible schedule may change their start and end times on a daily basis provided they work the established core hours.

3. *Operating unit* means any university administrative unit including departments, divisions of departments, or work locations that report to a supervisor.
4. *Variable schedule* refers to a fixed work schedule that deviates from the standard work schedule and is mutually agreeable to the employee and the supervisor. This may include an agreement to alter the lunch break from the standard one-hour lunch. Unlike the flexible schedule (described above), this does not include the employee option to change the agreed-upon daily start and end work time.

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

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**History**

Replaces all of the following policies:

CWA 5.2 - Alternative Work Schedules
PA/SS 4.5 - Alternative Work Schedules

Replaces parts of the following policies:

AFSCME Police Work Schedules, Hours, and Uniforms

- B.1.a.
- B.6.a.
- C.2.a.
- C.2.b.
- C.2.c.
- C.2.e.
- C.2.f.i.
- C.2.f.ii.
- C.2.f.iii.
- C.2.f.iv.
- C.2.f.v.

AFSCME Service 6.3 Work Schedules, Hours, and Uniforms

- B.1.a.
- B.1.b.
- B.3.a.
- B.3.b.
- B.7.a.
- C.3.a.
- C.3.b.
- C.3.c.
- C.3.e.
- C.3.f.i.
• C.3.f.ii.
• C.3.f.iii.
• C.3.f.iv.
• C.3.f.v.

CWA 5.1 Work Schedules and Uniforms

• B.1.

PA/SS 4.3 Work Time and Record Keeping for Support and Service Staff

• C.2.a.i.
• C.2.a.ii.
• C.2.a.iv.
• C.2.a.v.
• C.3.
• E.2.a.
• E.2.b.
• E.2.c.

Temp 4.1 Work Schedules, Hours, Uniforms

• B.1.
About This Policy

Effective Date:
Last Updated: 12-02-2015
Responsible University Office:
University Human Resources
Responsible University Administrator:
Vice President and Chief Financial Officer
Policy Contact:
University Human Resources
hrpolicy@iu.edu

Scope

This policy applies to all Support and Service Staff and Temporary employees.

Policy Statement

Attendance
1. Regular attendance, as established by the department, is a condition of employment.
2. Attendance problems will be addressed through the corrective action process.
3. Approved absences and any verification of the reason for the absence are subject to the provisions contained in Time Off – Staff and Temporary policies.

Reporting absences
1. All employees are personally responsible for reporting absences to their supervisor before they are scheduled to begin the workday.
2. If the absence is due to an emergency, the employee must notify the supervisor as soon as possible of the reason and expected time of return.
   a. If the supervisor cannot be reached, the employee should follow the reporting procedure of the department.
      i. For CWA covered positions at Northwest, if the supervisor is unavailable the staff member should notify the campus Human Resources office to have any message relayed to the supervisor.
Unexcused absences cause for termination

1. Unexcused absences, with or without pay or time off accrual, may be subject to disciplinary action through the corrective action process.

2. Consecutive absences without proper notification as defined above are subject to termination.
   a. Three consecutive working days absent without proper notification may be cause for termination.
   b. Five consecutive working days absent without proper notification is cause for termination.

3. Prior to terminating an employee, departments must consult with the campus Human Resources office or University Human Resources.

Personal emergency

1. These events are typically unforeseen, require immediate action, are beyond the employee’s control and not health related. See Income Protection for further details

2. The employee must notify the supervisor as soon as possible as to the reason and the expected time of return

3. The employee may be required to provide documentation on the nature and circumstances of the absence.

4. The employee may choose to charge time off for personal emergency to any of accrued time off, which includes Income Protection.

Pay and time-off benefits accrual for Support and Service Staff

1. An absence will fall into one of three categories:
   a. Absence with pay and with time-off-benefits accrual
   b. Absence without pay and with time-off-benefits accrual
   c. Absence without pay and without time-off-benefits accrual

Procedure

1. For Support and Service:
   a. Absences with pay and with time-off-benefits accrual:
      i. Time-off-benefits will be accrued and pay received for absences allowable under the policies which explain vacation, PTO, income protection, holidays, compensatory time off for overtime worked, funeral attendance, court or jury duty, military training, voting, and adverse weather/working conditions.
      ii. Time-off-benefits will be accrued if the employee is receiving full pay by supplementing Worker’s Compensation payment with paid-time-off benefits. Time-off-benefits are not accrued if the employee is receiving only Worker’s Compensation payment.
   b. Absences without pay and with time-off-benefits accrual (AWB):
      i. Time-off-benefits are accrued during absences without pay under the following conditions:
         a. The period of absences must be less than 30 calendar days, and
         b. The employee is prevented from working due to a layoff of 30-days or less (see the Layoff policy), or at the request of the supervisor/department head; or,
         c. The employee cannot travel to work because of adverse weather (but the campus is not closed), or is prevented from working because conditions or facilities make it impossible or impractical to work, or,
         d. The employee is on Union Business release time without pay (AWB) as provided for in the Union-Administration Relations policy (AFSCME Police, AFSCME Service, CWA).
      ii. Time-off-benefits are accrued when an employee is serving military duty. This additional accrual is limited to vacation and is equal to the amount that the person would have earned had the military leave of absence not
occurred, up to a maximum of one year's additional accrual. The rules on the maximum usage of vacation in a year will continue to apply.

c. Absences without pay and without time-off-benefits accrual (ABS)
   i. Time-off-benefits are not accrued while on a layoff of more than 30-days, leave of absence, or when absence or tardiness is not covered by any option explained above.
   ii. Continuous periods of absence without pay can cover a maximum of 30 calendar days (100% FTE, prorated for part-time staff); if employee has not returned to the job, a leave of absence or termination must be initiated.

2. For Professional Staff procedures, see the appropriate time off categories (e.g. PTO PA or PTO PB) for more information or contact HR.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replacing the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Attendance, Absences, and Personal Emergency</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>6.1 Absences With and Without Pay</td>
</tr>
<tr>
<td>CWA</td>
<td>4.1 Attendance, Absences, and Personal Emergency</td>
</tr>
<tr>
<td>Professional and Support/Service Staff not covered by a union</td>
<td>4.1 Attendance, Absences, and Personal Emergencies</td>
</tr>
<tr>
<td>Temporary</td>
<td>3.1 Attendance and Reporting Absences</td>
</tr>
</tbody>
</table>

Replaces parts of the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>AFSCME Service</th>
<th>CWA</th>
<th>Professional Staff and Support and Service Staff not Covered by a Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation</td>
<td>5.7- Vacation</td>
<td>12.7 - Vacation Time</td>
<td>10.4 - Vacation for Support and Service Staff</td>
</tr>
<tr>
<td>• C.2.b.</td>
<td>• C.2.b.</td>
<td>• Pro D.1.a.1.</td>
<td>• C.13.</td>
</tr>
<tr>
<td>• C.2.c.</td>
<td>• C.2.c.</td>
<td>• Pro D.1.a.2.</td>
<td>• C.14.</td>
</tr>
<tr>
<td>• C.2.d.</td>
<td>• C.2.d.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

Attendance

1. Regular attendance, as established by the department, is a condition of employment. [AFSCME Police Attendance B.1. in part] [AFSCME Service 6.1 B.1.] [CWA 4.1 A.1.] [PA/SS 4.1 A.1.] [Temp 3.1 A.1. in part]

2. Attendance problems will be addressed through the corrective action process. [PA/SS 4.1 A.1. in part] [Temp 3.1A.3. in spirit]

3. Approved absences and any verification of the reason for the absence are subject to the provisions contained in Time Off or Time Away from Work policies. [CWA 4.1 A.2.] [PA/SS 4.1 A.2.]

Reporting absences

1. All employees are personally responsible for reporting absences to their supervisor before they are scheduled to begin the workday. [AFSCME Police Attendance B.1. in part] [AFSCME Service 6.1 B.1.] [CWA 4.1 B.1.] [PA/SS 4.1 B.1.]

2. If the absence is due to an emergency, the employee must notify the supervisor as soon as possible of the reason and expected time of return. [AFSCME Police Attendance B.1.] [AFSCME Service 6.1 B.1.] [CWA 4.1 B.2.] [PA/SS 4.1 B.2.]
   a. If the supervisor cannot be reached, the employee should follow the reporting procedure of the department. [AFSCME Police Attendance C.1.] [AFSCME Service 6.1 C.1.] [CWA 4.1 B.2.a.] [PA/SS 4.1 B.2.a.] [Temp 3.1 A.2.a.]
      i. For CWA covered positions at Northwest, if the supervisor is unavailable the staff member should notify the campus Human Resources office to have any message relayed to the supervisor. [CWA 4.1 B.2.a.]
Unexcused absences cause for termination

1. Unexcused absences, with or without pay or time off accrual, may be subject to disciplinary action through the corrective action process. [CWA 4.1 C.1.] [PA/SS 4.1 C.1.] [Temp 3.1 A.3.]
2. Consecutive absences without proper notification as defined above are subject to termination. [CWA 4.1 C.3.] [PA/SS 4.1 C.3.]
   a. Three consecutive working days absent without proper notification may be cause for termination. [AFSCME Police Attendance B.2.] [AFSCME Service 6.1 B.2.] [CWA 4.1 C.3.a.] [PA/SS 4.1 C.3.a.]
   b. Five consecutive working days absent without proper notification is cause for termination. [AFSCME Police Attendance B.3.] [AFSCME Service 6.1 B.3.] [CWA 4.1 C.3.b.] [PA/SS 4.1 C.3.b.]
3. Prior to terminating an employee, departments must consult with the campus Human Resources office or University Human Resources. [CWA 4.1 C.2.] [PA/SS 4.1 C.2.]

Personal emergency

1. These events will typically be unforeseen, will require immediate action, and are beyond the employee’s control. [AFSCME Police Vacation Pro 2.b.] [AFSCME Service 5.7 Pro 2.b.]
2. The employee must notify the supervisor as soon as possible as to the reason and the expected time of return. [AFSCME Police Vacation Pro 2.b.] [AFSCME Service 5.7 Pro 2.c.] [CWA 4.1 D.3.] [PA/SS 4.1 D.2.] [PA/SS 10.4 C.13.]
   [Temp 3.1 A.2. in spirit]
3. The employee may be required to provide documentation on the nature and circumstances of the absence. [AFSCME Police Vacation Pro 2.b.] [AFSCME Service 5.7 d.] [CWA 4.1 D.2.] [PA/SS 4.1 D.3.] [PA/SS 10.4 C.14.]
4. The employee may choose to charge time off for personal emergency to any of accrued time off, which includes Income Protection. [CWA 4.1 D.1.] [PA/SS 4.1 D.1.]

Pay and time-off benefits accrual for Support and Service Staff

1. An absence will fall into one of three categories: [AFSCME Service 6.1 B.4.]

Procedures

1. For Support and Service:
   i. Time-off-benefits will be accrued and pay received for absences allowable under the policies which explain vacation, PTO, income protection, holidays, compensatory time off for overtime worked, funeral attendance, court or jury duty, military training, voting, and adverse weather/working conditions. [AFSCME Police Attendance C.2.a.] [AFSCME Service 6.1 C.2.a.]
   ii. Time-off-benefits will be accrued if the employee is receiving full pay by supplementing Worker’s Compensation payment with paid-time-off benefits. Time-off-benefits are not accrued if the employee is receiving only Worker’s Compensation payment. [AFSCME Police Attendance C.2.b.] [AFSCME Service 6.1 C.2.b.]

   i. Time-off-benefits are accrued during absences without pay under the following conditions: [AFSCME Police Attendance C.3.a.] [AFSCME Service 6.1 C.3.a.]
      1. The period of absences must be less than 30 calendar days, and [AFSCME Police Attendance C.3.a.i.] [AFSCME Service 6.1 C.3.a.i.]
      2. The employee is prevented from working due to a short layoff of 30-days or less (see the Layoff policy), or at the request of the supervisor/department head; or, [AFSCME Police Attendance C.3.a.ii.] [AFSCME Service 6.1 C.3.a.ii.]
      3. The employee cannot travel to work because of adverse weather (but the campus is not closed), or is prevented from working because conditions or facilities make it impossible or impractical to work, or, [AFSCME Police Attendance C.3.a.iii.] [AFSCME Service 6.1 C.3.a.iii.]
      4. The employee is on Union Business release time without pay (AWB) as provided for in the Union-Administration Relations policy. [AFSCME Police Attendance C.3.a.iv.] [AFSCME Service 6.1 C.3.a.iv.]
   ii. Time-off-benefits are accrued when an employee is serving military duty. This additional accrual is limited to vacation and is equal to the amount that the person would have earned had the military leave of absence not occurred, up to a maximum of one year's additional accrual. The rules on the maximum usage of vacation in a year will continue to apply. [AFSCME Police Attendance C.3.b.] [AFSCME Service 6.1 C.3.b.]

c. Absences without pay and without time-off-benefits accrual (ABS) [AFSCME Police Attendance C.4.] [AFSCME Service 6.1 C.4.]
   i. Time-off-benefits are not accrued while on a layoff of more than 30-days, leave of absence, or when absence or tardiness
is not covered by any option explained above. [AFSCME Police Attendance C.4.a.] [AFSCME Service 6.1 C.4.a.]

ii. Continuous periods of absence without pay can cover a maximum of 30 calendar days (100% FTE, prorated for part-time staff); if employee has not returned to the job, a leave of absence or termination must be initiated. [AFSCME Police Attendance C.4.b.] [AFSCME Service 6.1 C.4.b.]

2. For Professional Staff procedures, see the appropriate time off categories (e.g. PTO PA or PTO PB) for more information or contact HR.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces the following policies:

AFSCME Police Attendance, Absences, and Personal Emergency
AFSCME Service 6.1 Absences With and Without Pay
CWA 4.1 Attendance, Absences, and Personal Emergency
PA/SS 4.1 Attendance, Absences, and Personal Emergency
Temporary 3.1 Attendance and Reporting Absences

Replaces parts of the following policies:

AFSCME Police Vacation

- C.2.b.
- C.2.c.
- C.2.d.

AFSCME Service 5.7 Vacation

- C.2.b.
- C.2.c.
- C.2.d.

CWA 12.7 Vacation Time

- Pro D.1.a.1.
- Pro D.1.a.2.

PA/SS 10.4 Vacation for Support and Service Staff

- C.13.
Establishing a Staff Position

Scope

This policy applies to all Staff positions.

Policy Statement

1. It is the policy of Indiana University that if a position is expected to require at least 1,508 hours (75% FTE) or more of work in a calendar year, then the position is to be established as a Staff position following normal campus and university procedures.
2. It is the policy of Indiana University that if a position is expected to require less than 1,508, but at least 1000 hours (50% FTE) of work in a calendar year, then the position may be established as a Staff position if (1) the position is needed for at least ten months in a twelve month period, and (2) funds are available before establishing it as a Staff position.

**Reason For Policy**

The 1,508-hour threshold is based on the Board of Trustees direction that employees who perform full-time work for Indiana University should be treated in a consistent manner, with similar rights and privileges provided to other full-time employees. The 1,508 figure is based on an amount that approximates full-time employment (2,080 hours, 100% FTE) less university-provided paid time-off for holidays, vacation, PTO, and sick leave.

**Procedure**

1. The steps for establishing a Staff position are:
   a. Create a Position Description as described in the [Position Description policy](#).
   b. Obtain approval for establishing the new position using procedures specific to the campus and department.
   c. Options include establishment on a 12-month or 10-month basis and from 50% to 100% FTE.
   d. If the position is going to be established as a 10-month position, follow the [10-Month Staff Positions procedures](#).
   e. Follow the position classification procedure described in the appropriate policy, as it applies to the [Position Classification/Reclassification policy](#).
   f. Contact the campus Human Resources office to begin recruitment for the position.
      i. A current Position Description must be on file with the campus Human Resources office before listing the job internally or externally.

2. Procedures for the creation of Temporary positions can be found in the [Temporary Positions policy](#).

**Definitions**

*Staff positions* are defined as budgeted line positions and may be eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits, depending on the FTE status of the position.

**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

**Additional Contacts**

Policy Interpretation
UHRS
812-856-6047
hrpolicy@iu.edu

Policy Interpretation
Campus HR office
Various
History

Replaces all the following policies:

<table>
<thead>
<tr>
<th>Union</th>
<th>Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME (BL, IN, SB)</td>
<td>1.1 - Establishing Staff Positions</td>
</tr>
<tr>
<td>AFSCME Police</td>
<td>Establishing a Staff Position</td>
</tr>
<tr>
<td>CWA</td>
<td>9.1 - Establishing Staff Positions</td>
</tr>
<tr>
<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>2.1 - Establishing Staff Positions</td>
</tr>
<tr>
<td>Temporary</td>
<td>1.3 - Establishing Staff Positions</td>
</tr>
</tbody>
</table>
Establishing a Staff Position

Scope

This policy applies to all Staff positions.

Policy Statement

1. It is the policy of Indiana University that if a position is expected to require at least 1,508 hours (75% FTE) or more of work in a calendar year, then the position is to be established as a Staff position following normal campus and university procedures. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 B.1.]

2. It is the policy of Indiana University that if a position is expected to require less than 1,508, but at least 1000 hours (50% FTE) of work in a calendar year, then the position may be established as a Staff position if (1) the position is needed for at least ten months in a twelve month period, and (2) funds are available before establishing it as a Staff position. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 B.2.]

Reason for Policy

The 1,508-hour threshold is based on the Board of Trustees direction that employees who perform full-time work for Indiana University should be treated in a consistent manner, with similar rights and privileges provided to other full-time employees. The 1,508 figure is based on an amount that approximates full-time employment (2,080 hours, 100% FTE) less university-provided paid time-off for holidays, vacation, PTO, and sick leave. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 C. in spirit]

Procedures

1. The steps for establishing a Staff position are: [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.]
a. Create a Position Description as described in the Position Description policy. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.a. in spirit]
b. Obtain approval for establishing the new position using procedures specific to the campus and department. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.b.]
c. Options include establishment on a 12-month or 10-month basis and from 50% to 100% FTE. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.c.]
d. If the position is going to be established as a 10-month position, follow the 10-Month Staff Positions procedures. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.d.]
e. Follow the position classification procedure described in the appropriate policy, as it applies to the campus [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.e.]
   see Position Classification/Reclassification for Support and Service Staff Positions [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.e.i.]
f. Contact the campus Human Resources office to begin recruitment for the position. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 D.1.f. in part]
   i. A current Position Description must be on file with the campus Human Resources office before listing the job internally or externally.

2. Procedures for the creation of Temporary positions can be found in the Temporary policy.

Definitions

Staff positions are defined as budgeted line positions and may be eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits, depending on the FTE status of the position. [AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) • Temporary 1.3 E.]

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

Related Information

Student Social Security Tax Withholding Exemption FIN-PAY-IV-230 at policies.iu.edu

History
Replaces all the following policies:

AFSCME(BL, IN, SB) 1.1 • CWA 9.1 • PA/SS 2.1 • Police(BL, IN, NW, SB, SE) •
Temporary 1.3 Establishing a Staff Position

Additional Contacts

Policy Interpretation
UHRS
812-856-6047
policy@indiana.edu

Policy Interpretation
Campus HR office
Various
Evaluation Periods for New, Promoted, and Transferred Employees

Scope

Policy Statement

Reason For Policy

Sanctions

History

Scope

This policy applies to Staff employees.

Policy Statement

For New Employees

1. It is the policy of Indiana University that all new Staff employees will serve an evaluation period to provide assurance that the person employed can satisfactorily fulfill the demands of the position. The length of the periods are as follows:
   a. AFSCME Police Service Staff employees will serve up to a one-year evaluation period beginning at the start of the Field Training Program (FTO).
   b. All Support and Service employees at the time of their appointment to a staff position with the University will serve a minimum evaluation period of four (4) months.
      i. A department or campus may establish an evaluation period of six (6) months for such positions if it feels that it is appropriate for the work performed. Depending on campus-specific procedures, this may require approval from the campus Human Resources office. The employee should be informed of the evaluation period at the start of his or her employment.
      ii. AFSCME Service covered employees will serve a four (4) month evaluation period. For extensions beyond the four (4) Month period see Failure to successfully complete the evaluation period below.
   c. Professional staff positions serve an evaluation period of six (6) months at the time of appointment.
i. A department or campus may establish an evaluation period of one year for such positions if it feels that it is appropriate for the work performed.

ii. Depending on campus-specific procedures, this may require approval from the campus human resources office.

iii. The employee should be informed of the length of the evaluation period at the start of his or her employment.

2. A new university employee shall have no seniority until the total evaluation period, including any extension, is completed. Upon the completion of the evaluation period, seniority is acquired as provided for in the Seniority policy.

3. During the new employee evaluation period, there are limitations on an employee’s eligibility to file a grievance. See the Grievance Procedure for specific details.

For Promoted, Demoted, and/or Transferred Employees

1. An employee who voluntarily promotes, or transfers to another position may serve an evaluation period depending on upon the employee group.

   a. For CWA covered employees who are promoted or transferred are not required to serve another evaluation period.

2. The length of the evaluation period follows the periods established under New Employees above, except as provided below:

   a. AFSCME Police covered employees who transfer between campuses will be expected to successfully complete the Field Training Program on the new campus.

   b. AFSCME Service covered employees must serve a 60-day trial period before the promotion or transfer becomes final. This ensures the person can satisfactorily fulfill the demands of the position.

      i. At IUPUI, SM employees who transfer to a position with duties that are substantially the same as the former position do not serve a trial period.

3. Staff who are involuntarily transferred or demoted, whose positions are reclassified, or who are placed into another position as the result of a university reorganization are not required to serve another evaluation period.

4. A promoted or transferred employee retains and continues to accrue university and unit seniority during the evaluation period.

During the Evaluation/Trial Period

1. Supervisors are encouraged to provide regular feedback to employees throughout their evaluation period; this includes a performance progress report around halfway through the evaluation period.

   a. The failure to provide this progress report will not limit the supervisor's right to terminate an employee during the evaluation period.

2. At or near the end of the evaluation or trial period, the supervisor shall inform the employee as to whether the period has been satisfactorily completed, 2) the period will be extended beyond the initial period, or the employee will be terminated during the evaluation period.

3. Employees in evaluation status are eligible to use benefits such as accrued vacation and income protection (sick), holidays, tuition benefit, and training and education—provided the eligibility and use is in accordance with the respective policy.

Completing the Evaluation/Trial Period

1. The supervisor may decide at any time during the evaluation period that the employee has successfully completed the evaluation period. At any time, but no later than its scheduled end date the supervisor may decide the employee has successfully completed the evaluation period. The employee should be informed in writing and a copy of which should be placed in the employee’s campus personnel file.

   a. For Bloomington employees two (2) weeks prior to the end of the new employee evaluation period, the campus Human Resources office will send the department a New-Employee Evaluation Form. Supervisors of each new employee are responsible for completing and returning the form to Human Resources.

      i. The department should contact Human Resources if this form is not received.

      ii. Action must be taken on or before the expiration date.
iii. The failure to receive this form does not negate the supervisor's responsibility to inform all employees whether they have satisfactorily completed the evaluation period.

iv. At this time, every effort should be made to talk with the new employee about their performance.

v. The supervisor should give one copy of the New-Employee Evaluation Form to the employee and retain one copy for the department file.

2. The new employee evaluation period is not to be a part of any corrective action procedure. Therefore, once the evaluation period has been satisfactorily completed, an employee may not be placed into another new employee evaluation period unless the employee leaves the university and is rehired.

Extending the Evaluation/Trial Period

1. Supervisors may decide at any time during or at the end of the evaluation period that the employee has not had sufficient time to satisfactorily complete the evaluation period. In such cases, the period may be extended as follows:

   a. For AFSCME Police covered employees, the extension can be up to three (3) additional months for a total of a fifteen (15) month evaluation.

   b. For Support and Service Staff, the period may be extended by no more than two (2) months for a total of a six (6) month evaluation period.

      i. For Police Officers, the total evaluation period should be limited to a maximum of 14 months.

   c. For Professional Staff positions, if the evaluation period is extended, the extension should not exceed six (6) additional months. Thus, the total evaluation period should be limited to a maximum of one year. Extensions beyond this limit should be rare and do require the approval of the campus human resources office before informing the employee.

2. Should the evaluation period be extended beyond the minimum requirement the employee should be informed in writing, a copy of which should be placed in the employee’s campus personnel file.

   a. For AFSCME Police Service covered employees, the employee shall be informed in writing with a copy to the campus Human Resources office.

   b. For new employees at Bloomington, documentation of the extension must be made on the New-Employee Evaluation Form. Supervisors are responsible for completing and returning the form to the campus Human Resources office, which will then send a second form to cover the period of the extension.

      i. Upon receipt from the department, the campus Human Resources office will provide a copy of the extension notice to the union.

      ii. At this time, every effort should be made to talk with the new employee about their performance.

   c. By the end of the extended evaluation period, supervisors must inform all appointed employees whether they have satisfactorily completed the evaluation period.

Failure to Successfully Complete the Evaluation Period

1. If it appears that the employee will not successfully complete the evaluation period, the campus Human Resources department will help determine if a basis for the termination exists, whether the documentation and due process steps of the Corrective Action policy (AFSCME Police, AFSCME Service, CWA, Professional Staff and Support and Service Staff not Covered by a Union, Temporary) have been taken in the case of a promoted or voluntarily transferred employee, whether more time should be provided, and whether other job opportunities exist that better suit the individual. These determinations will be made before an employee is separated from employment.

2. For AFSCME Service covered employees who are promoted or transferred:

   a. When it is felt that a promoted or transferred employee may not successfully complete the trial period, the Corrective Action policy provisions on documentation (such as a completed progress report) and on the opportunity to receive and present information and ask questions prior to a final determination are to be applied.

   b. At Bloomington and South Bend, if the employee is disqualified or voluntarily requests to return during the trial period, the employee can return to his or her former unit and job classification and regain unit seniority as of the effective date of the promotion or transfer. If the disqualification is appealed and upheld, the employee can return to his or her former unit and job classification and regain unit seniority as of the effective date of the promotion or transfer.
You are viewing this policy in the REVIEW SITE.

You are viewing this policy in the REVIEW SITE.

HR

c. At IUPUI, if, during the trial period, the employee is disqualified or voluntarily requests to return, the employee can return to his or her former unit and job classification if there is a vacant position which has not yet been offered to another person (provided qualifications are met). If a vacant position is not available, the following provisions will be applied:

   i. A promoted or transferred employee who fails to meet the standards of the new job within the trial period may be given up to a two week notice of separation.
   ii. The employee will be given preference for the next position open (provided qualifications are met) in the functional classification.
   iii. A request for reinstatement in the employee's former occupational unit will be given first preference when an opening occurs.
   iv. If reinstated in the previous occupational unit within one year of the date of promotion or transfer, the employee’s former seniority date in that unit will be reinstated.

3. A promoted or voluntarily transferred employee who fails to meet the standards of the new job and is terminated within the evaluation period will be given preference for up to one year for other positions provided qualifications are met.

4. Employees in evaluation status are not eligible for terminal pay for accrued vacation until six months of University Service Time is completed.

5. A promoted employee who voluntarily requests within the evaluation period not to continue in the new position will be given preference for up to one year for other positions provided qualifications are met.
   a. If reemployed within one year of the date of the promotion, the employee’s University Service date will be restored.
   b. If reemployed in the previous occupational unit within one year of the date of promotion, the employee’s former seniority date in that unit will be reinstated.

6. Promoted or transferred employees who are determined not to be successful and are removed from the position have access to all steps of the Problem-Grievance Resolution Procedure.

Reason For Policy

The purpose of the evaluation period for a new, promoted, or transferred employee is to provide assurance that the employee can satisfactorily fulfill the demands of the position. It is not part of any disciplinary procedure.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Evaluation Period for New Police Service Employees</th>
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</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>2.6 - Evaluation Period for New Employees</td>
</tr>
<tr>
<td>AFSCME Service</td>
<td>2.14 - Trial Period for Promoted or Transferred Employees</td>
</tr>
<tr>
<td>CWA</td>
<td>10.4 - Evaluation Period for New Employees</td>
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<tr>
<td>Professional Staff and Support and Service Staff</td>
<td>3.4 - Evaluation Period for New or Promoted Employees</td>
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</table>
not Covered by a Union
Evaluation Periods for New, Promoted, and Transferred Employees

Scope

This policy applies to Staff employees.

Policy Statement

For New Employees

1. It is the policy of Indiana University that all new Staff employees will serve an evaluation period to provide assurance that the person employed can satisfactorily fulfill the demands of the position. [AFSCME Police Evaluation Period B.1.] [AFSCME Service 2.6 B.1.] [AFSCME Service 2.14 B.1.] The length of the periods are as follows:
   a. AFSCME Police Service Staff employees will serve up to a one-year evaluation period beginning at the start of the Field Training Program (FTO). [AFSCME Police Evaluation Period B.2.] [Law Enforcement Pay Guidelines]
   b. All Support and Service employees at the time of their appointment to a staff position with the University will serve a minimum evaluation period of four (4) months. [AFSCME Service 2.6 B.2.] [CWA 10.4 B.1.] [PA/SS 3.4 B.2.]
      i. A department or campus may establish an evaluation period of six (6) months for such positions if it feels that it is appropriate for the work performed. Depending on campus-specific procedures, this may require approval from the campus Human Resources office. The employee should be informed of the evaluation period at the start of his or her employment. [PA/SS 3.4 B.2.a. in part]
      ii. AFSCME Service covered employees will serve a four (4) month evaluation period. For extensions beyond the four (4) Month period see Failure to successfully complete the evaluation period below. [AFSCME Service 2.6 C.2.]
   c. Professional staff positions serve an evaluation period of six (6) months at the time of appointment. [PA/SS 3.4 B.1.] [PA/SS 3.4 B.2.]
i. A department or campus may establish an evaluation period of one year for such positions if it feels that it is appropriate for the work performed. [PA/SS 3.4 B.1.a.]

ii. Depending on campus-specific procedures, this may require approval from the campus human resources office. [PA/SS 3.4 B.1.a.]

iii. The employee should be informed of the length of the evaluation period at the start of his or her employment. [PA/SS 3.4 B.1.a.]

2. A new university employee shall have no seniority until the total evaluation period, including any extension, is completed. Upon the completion of the evaluation period, seniority is acquired as provided for in the Seniority policy. [AFSCME Police Evaluation Period B.5.] [AFSCME Service 2.6 B.4.] [CWA 10.4 B.8] [CWA 10.4 C.1]

3. During the new employee evaluation period, there are limitations on an employee’s eligibility to file a grievance. See the Grievance Procedure for specific details. [AFSCME Police Evaluation Period B.4.] [AFSCME Service 2.6 B.3.] [CWA 10.4 E.1.]

For Promoted, Demoted, and/or Transferred Employees

1. An employee who voluntarily promotes, or transfers to another position may serve an evaluation period depending on upon the employee group.
   a. For CWA covered employees who are promoted or transferred are not required to serve another evaluation period. [CWA 10.4 B.7.]

2. The length of the evaluation period follows the periods established under New Employees above, except as provided below:
   a. AFSCME Police covered employees who transfer between campuses will be expected to successfully complete the Field Training Program on the new campus. [PA/SS 3.4 B.2.b.]
   b. AFSCME Service covered employees must serve a 60-day trial period before the promotion or transfer becomes final. This ensures the person can satisfactorily fulfill the demands of the position. [AFSCME Service 2.10 C.7.f in part] [AFSCME Service 2.14 B.1. in spirit] [AFSCME Service 2.14 B.2.]
      i. At IUPUI, SM employees who transfer to a position with duties that are substantially the same as the former position do not serve a trial period. [AFSCME Service 2.14 B.1.a.]

3. Staff who are involuntarily transferred or demoted, whose positions are reclassified, or who are placed into another position as the result of a university reorganization are not required to serve another evaluation period. [PA/SS 3.4 H.]

4. A promoted or transferred employee retains and continues to accrue university and unit seniority during the evaluation period. [AFSCME Service 2.14 B.5.]

During the Evaluation/Trial Period

1. Supervisors are encouraged to provide regular feedback to employees throughout their evaluation period; this includes a performance progress report around halfway through the evaluation period. [CWA 10.4 B.2. in spirit]
a. The failure to provide this progress report will not limit the supervisor's right to terminate an employee during the evaluation period. [CWA 10.4 B.2.]

2. At or near the end of the evaluation or trial period, the supervisor shall inform the employee as to whether the period has been satisfactorily completed, 2) the period will be extended beyond the initial period, or the employee will be terminated during the evaluation period. [AFSCME Police Evaluation Period B.3. in spirit] [AFSCME Service 2.14 C.3.a. in spirit] [AFSCME Service 2.6 C.2. in spirit] [PA/SS 3.4 C.1. in spirit] [PA/SS 3.4 E.1. in spirit].

3. Employees in evaluation status are eligible to use benefits such as accrued vacation and income protection (sick), holidays, tuition benefit, and training and education—provided the eligibility and use is in accordance with the respective policy. [CWA 10.4 D.1.]

Completing the Evaluation/Trial Period

1. The supervisor may decide at any time during the evaluation period that the employee has successfully completed the evaluation period. At any time, but no later than its scheduled end date the supervisor may decide the employee has successfully completed the evaluation period. [PA/SS 3.4 C.1 in spirit.] The employee should be informed in writing and a copy of which should be placed in the employee’s campus personnel file.
   a. For Bloomington employees two (2) weeks prior to the end of the new employee evaluation period, the campus Human Resources office will send the department a New-Employee Evaluation Form. Supervisors of each new employee are responsible for completing and returning the form to Human Resources. [CWA 10.4 B.3.]
      i. The department should contact Human Resources if this form is not received. [CWA 10.4 B.3.a]
      ii. Action must be taken on or before the expiration date. [CWA 10.4 B.3.b.]
      iii. The failure to receive this form does not negate the supervisor's responsibility to inform all employees whether they have satisfactorily completed the evaluation period. [CWA 10.4 B.3.c.]
      iv. At this time, every effort should be made to talk with the new employee about their performance. [CWA 10.4 B.3.d.]
      v. The supervisor should give one copy of the New-Employee Evaluation Form to the employee and retain one copy for the department file. [CWA 10.4 B.5.a.]

2. The new employee evaluation period is not to be a part of any corrective action procedure. Therefore, once the evaluation period has been satisfactorily completed, an employee may not be placed into another new employee evaluation period unless the employee leaves the university and is rehired. [AFSCME Police Evaluation Period B.6. in spirit] [AFSCME Service 2.6 B.5.] [AFSCME Service 2.14 B.6.] [PA/SS 3.4 I.]
Extending the Evaluation/Trial Period

1. Supervisors may decide at any time during or at the end of the evaluation period that the employee has not had sufficient time to satisfactorily complete the evaluation period. [CWA 10.4 B.4. in part] [PA/SS 3.4 E.1.] In such cases, the period may be extended as follows:
   a. For AFSCME Police covered employees, the extension can be up to three (3) additional months for a total of a fifteen (15) month evaluation. [AFSCME Police Evaluation Period B.3.]
   b. For Support and Service Staff, the period may be extended by no more than two (2) months for a total of a six (6) month evaluation period. [AFSCME Service 2.6 C.2.] [CWA 10.4 B.4. in part]
      i. For Police Officers, the total evaluation period should be limited to a maximum of 14 months. [PA/SS 3.4 E.3 in part]
   c. For Professional Staff positions, if the evaluation period is extended, the extension should not exceed six (6) additional months. Thus, the total evaluation period should be limited to a maximum of one year. Extensions beyond this limit should be rare and do require the approval of the campus human resources office before informing the employee. [PA/SS 3.4 E.2.]

2. Should the evaluation period be extended beyond the minimum requirement the employee should be informed in writing, a copy of which should be placed in the employee’s campus personnel file.
   a. For AFSCME Police Service covered employees, the employee shall be informed in writing with a copy to the campus Human Resources office. [AFSCME Police Evaluation Period B.3.] [AFSCME Service 2.6 C.2.]
   b. For new employees at Bloomington, documentation of the extension must be made on the New-Employee Evaluation Form. Supervisors are responsible for completing and returning the form to the campus Human Resources office, which will then send a second form to cover the period of the extension. [CWA 10.4 B.4.a.]
      i. Upon receipt from the department, the campus Human Resources office will provide a copy of the extension notice to the union. [CWA 10.4 B.4.a.i.]
      ii. At this time, every effort should be made to talk with the new employee about their performance. [CWA 10.4 B.4.b.]
   c. By the end of the extended evaluation period, supervisors must inform all appointed employees whether they have satisfactorily completed the evaluation period. [CWA 10.4 B.5.]

Failure to successfully complete the evaluation period

1. If it appears that the employee will not successfully complete the evaluation period, the campus Human Resources department will help determine if a basis for the termination exists, whether the documentation and due process steps of the Corrective Action policy have been taken in the case of a promoted or voluntarily transferred employee, whether more time should be provided, and whether other job opportunities exist that better suit the individual. These determinations will be made before an employee is separated from employment. [AFSCME Police
2. For AFSCME Service covered employees who are promoted or transferred:
   a. When it is felt that a promoted or transferred employee may not successfully complete the trial period, the Corrective Action policy provisions on documentation (such as a completed progress report) and on the opportunity to receive and present information and ask questions prior to a final determination are to be applied. [AFSCME Service 2.14 B.3.]
   b. At Bloomington and South Bend, if the employee is disqualified or voluntarily requests to return during the trial period, the employee can return to his or her former unit and job classification and regain unit seniority as of the effective date of the promotion or transfer. If the disqualification is appealed and upheld, the employee can return to his or her former unit and job classification and regain unit seniority as of the effective date of the promotion or transfer. [AFSCME Service 2.14 C.2.]
   [AFSCME Service 2.14 C.2.a.]
   [AFSCME Service 2.14 C.2.b.]
   c. At IUPUI, if, during the trial period, the employee is disqualified or voluntarily requests to return, the employee can return to his or her former unit and job classification if there is a vacant position which has not yet been offered to another person (provided qualifications are met). If a vacant position is not available, the following provisions will be applied: [AFSCME Service 2.14 C.1.]
      i. A promoted or transferred employee who fails to meet the standards of the new job within the trial period may be given up to a two week notice of separation. [AFSCME Service 2.14 C.1.a.]
      ii. The employee will be given preference for the next position open (provided qualifications are met) in the functional classification. [AFSCME Service 2.14 C.1.b.]
      iii. A request for reinstatement in the employee's former occupational unit will be given first preference when an opening occurs. [AFSCME Service 2.14 C.1.c.]
      iv. If reinstated in the previous occupational unit within one year of the date of promotion or transfer, the employee’s former seniority date in that unit will be reinstated. [AFSCME Service 2.14 C.1.d.]

3. A promoted or voluntarily transferred employee who fails to meet the standards of the new job and is terminated within the evaluation period will be given preference for up to one year for other positions provided qualifications are met. [PA/SS 3.4 G. in part]

4. Employees in evaluation status are not eligible for terminal pay for accrued vacation until six months of University Service Time is completed. [CWA 10.4 E.2.]

5. A promoted employee who voluntarily requests within the evaluation period not to continue in the new position will be given preference for up to one year for other positions provided qualifications are met. [PA/SS 3.4 G. in part]
   a. If reemployed within one year of the date of the promotion, the employee’s University Service date will be restored. [PA/SS 3.4 G. in part]
b. If reemployed in the previous occupational unit within one year of the date of promotion, the employee’s former seniority date in that unit will be reinstated. [PA/SS 3.4 G. in part]

6. Promoted or transferred employees who are determined not to be successful and are removed from the position have access to all steps of the Problem-Grievance Resolution Procedure. [AFSCME Service 2.10 7.f. in part] [AFSCME Service 2.14 B.4.].

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**Reason for Policy**

The purpose of the evaluation period for a new, promoted, or transferred employee is to provide assurance that the employee can satisfactorily fulfill the demands of the position. [CWA 10.4 A. in spirit] [PA/SS 3.4 A. in spirit] It is not part of any disciplinary procedure. [PA/SS 3.4 A.]

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

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**History**

Replaces the following policies:

- AFSCME Police Evaluation Period for New Police Service Employees
- AFSCME Service 2.14 Trial Period for Promoted or Transferred Employees
- AFSCME Service 2.6 Evaluation Period for New Employees
- CWA 10.4 Evaluation Period for New Employees
- PA/SS 3.4 Evaluation Period for New or Promoted Employees

Replaces parts of the following policies:

- Law Enforcement Pay Guidelines
  - Starting wages for new employees, dot three
Holidays

HR

About This Policy

Effective Date:
07-01-1959

Last Updated:
11-25-2015

Responsible University Office:
University Human Resources

Responsible University Administrator:
Vice President and Chief Financial Officer

Policy Contact:
University Human Resources
hrpolicy@iu.edu

Related Information

* Holiday Pay for Staff Employees
* Income Protection Time (Support and Service Staff)
* Vacation (Support and Service Staff)
* Family Medical Leave Act (FMLA)
* Payroll Standard Operating Procedure 6.0: Holidays - Recording Hours Worked
* Separation Pay for Unused Time Off Accruals

Scope

Policy Statement

Procedure

Definitions

Sanctions

History

Scope

This policy applies to all Staff employees.

Policy Statement

1. The University observes these nine holidays and closes all offices except where continuous service is essential. Eligible employees are excused from work and receive pay for these days.
   a. New Year's Day
   b. Martin Luther King, Jr. Day
c. Campus Holiday
d. Memorial Day
e. Independence Day
f. Labor Day
g. Thanksgiving Day
h. Friday after Thanksgiving
i. Christmas Day

2. The Campus Holiday accrues on March 1 of each year.
3. Only the Board of Trustees or the president of the University may grant special holidays other than those mentioned above.
4. Departments are encouraged to reasonably accommodate an employee's request to observe a bona fide religious observance or practice not included in the list above by one of the following methods:
   a. Changing the employee's work schedule.
   b. Permitting the employee to take accrued time off

i. **Support and Service Staff** may take vacation time, income protection time, and compensatory time, subject to the usage guidelines of the respective time off policy.
ii. **Professional Staff** may use accumulated PTO; Professional Staff who are eligible for overtime may also use compensatory time.

a. Staff may also be permitted to use absence without pay, without benefit accrual subject to supervisory approval.

1. Each holiday is considered to be eight hours for full-time Staff and is a lesser amount, as prorated by FTE, for part-time Staff. See provision below for employees who work alternative work schedules.
2. A previously accrued holiday or other paid time off cannot be used in lieu of the actual holiday. See Holidays listed in 1.a.-i. above.
3. Time off for a holiday cannot be given in advance of the date on which the holiday falls.

### Procedure

1. When holidays are observed
   a. If a legal holiday falls on a Sunday, the holiday is observed on the Monday immediately following the holiday.
   b. If a legal holiday falls on a Saturday, the holiday is observed on the Friday immediately preceding the holiday.
   c. The Campus Holiday is either a “floating holiday” that may be taken on or after March 1 of each year or a designated date determined by the president at the Bloomington campus and the chancellors at the other campuses.
      i. The “floating” Campus Holiday is taken on a workday of the employee's choice provided the employee has prior supervisory approval.
      ii. The Campus Holiday must be taken by the end of the last full pay period of the following year or it is lost.
2. Eligibility for holiday pay
   a. To be eligible to receive pay for a university holiday, an employee must meet both of the criteria listed below:
      i. Be in Active Status 50 percent FTE or greater (Employee Status “A” in HRMS) or on a Partial Leave of Absence with a reduced FTE (Employee Status “P” in HRMS) on the day on which the University observes the holiday (March 1 for the Campus Holiday).
3. Staff in the following Employee Status categories in HRMS on the day that the University observes the holiday do not receive pay for the holiday:
   a. Leave of Absence (L); a 30 day or more absence without pay under the LOA policy
   b. Temporary Reduction in Force (W); called a Short Work Break in HRMS
c. Terminated (T), Retired (R), or Deceased (D).

4. Employees hired or returning from a leave of absence on the day following a holiday do not receive pay for the holiday.

5. Appointments and terminations should not be made effective for the day on which a holiday is observed. This does not apply to the March 1 accrual date for the Campus Holiday.

6. Employees who work alternative work schedules, such as four ten-hour days, will receive eight (8) hours of pay for a holiday. In this example, Support and Service Staff, PAO, and PAU employees are required to cover the other two hours missed with time-off benefits, make up the time within the same work week with supervisory approval, or take the time off without pay.

7. Compensation for Support and Service Staff when observed holidays are worked:
   a. For Premium Holidays, Support and Service Staff employees required to work receive a total of 20 hours of compensation:
      i. At the discretion of the department head, the employee will receive either:
         • Payment at the regular pay up to eight (8) hours plus pay or time off at time and one-half, or
         • Payment at time and one-half the regular pay plus up to eight (8) hours of time off at the regular pay.
   b. For Non-Premium Holidays, Support and Service Staff employees required to work receive, a total of 16 hours of compensation.
      i. At the discretion of the department head, the employee will receive either:
         • Payment at the regular pay up to eight (8) hours plus pay or eight (8) hours of time off straight time, or
         • AFSCME Service employees NOT working in a 24/7 operation (such as Central Heating Plant at Bloomington), the choice of time off or pay is the employee's.

8. A Support and Service Staff member whose scheduled day off occurs on a day when the University observes a holiday, but who is scheduled to work on the day on which the legal holiday falls, will have the day on which the legal holiday falls paid pursuant to the provisions in 7. above.

9. A Support and Service Staff member whose regular day off is both the observed and the legal holiday, will receive eight (8) hours off with pay (HAC).
   a. The time off with pay must be at a time mutually agreeable with the supervisor and which does not create an undue hardship on the department
   b. The time off must be used by the end of the last full pay period in December of the next year and is not paid if not used.

10. A Support and Service Staff member who is scheduled to work on both the university observed holiday and the day on which the legal holiday falls:
   a. For premium holidays the employee will receive additional time off at a time and one-half rate (HAC), or receives additional pay at time and one-half rate (RGN + HBP).
   b. For non-premium holidays the employee receives additional pay or time off at their regular pay.

11. Compensation for Professional Staff when observed holidays are worked
   a. Professional Staff employees who work on a holiday receive equivalent time off.
      i. Professional Staff employees who are not eligible for overtime (PAE) receive time off to be used later on a day-for-day basis, regardless of the number of hours worked on the holiday.
      ii. Professional Staff employees who are eligible for overtime (PAO and PAU) receive time off to be used later equal to the actual time worked on the holiday, up to eight (8) hours (HAC). If the employee works a partial holiday, the portion not worked is charged to Holiday hours.

12. Employees who receive time off as compensation for a worked holiday must select a time-off date that is mutually agreeable with the supervisor and which does not create an undue hardship on the department.
   a. Support, Service, PAO, and PAU Staff must use the time off by the end of the last full pay period in December of the next calendar year or it is lost.
   b. PAE Staff must take the time off by the end of December of the next calendar year or they lose it.
13. Employees receive pay for unused Holiday accruals when separating from the University either voluntarily or involuntarily.

Definitions


2. *Non-Premium Holidays* include Martin Luther King, Jr. Day, the Campus Holiday, and the Friday after Thanksgiving.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces all the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>5.4 Holidays</td>
</tr>
<tr>
<td>CWA</td>
<td>12.5 Holidays</td>
</tr>
<tr>
<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>10.2 Holidays</td>
</tr>
</tbody>
</table>
Holidays

Scope

This policy applies to all Staff employees.

Policy Statement

1. The University observes these nine holidays and closes all offices except where continuous service is essential. Eligible employees are excused from work and receive pay for these days. [AFSCME Police Holidays B.1. and its subparts] [AFSCME Service 5.4 B.1. and its subparts] [CWA 12.5 A.1. and its subparts] [PA/SS 10.2 A.1 and its subset]
   a. New Year's Day
   b. Martin Luther King, Jr. Day
   c. Campus Holiday
   d. Memorial Day
   e. Independence Day
   f. Labor Day
   g. Thanksgiving Day
   h. Friday after Thanksgiving
   i. Christmas Day
2. The Campus Holiday accrues on March 1 of each year. [AFSCME Police Holidays B.2.] [AFSCME Service 5.4 B.2.] [CWA 12.5 A.2.] [PA/SS 10.2 A.12.]
   [PA/SS 10.2 B. in part]
3. Only the Board of Trustees or the president of the University may grant special holidays other than those mentioned above. [AFSCME Police Holidays B.3.] [AFSCME Service 5.4 B.3.] [CWA 12.5 B.1.] [PA/SS 10.2 A.3.]
4. Departments are encouraged to reasonably accommodate an employee's request to observe a bona fide religious observance or practice not included in the list above by one of the following methods: [AFSCME Police Holidays B.4. and its subparts in spirit] [AFSCME Service 5.4 B.4.] [CWA 12.5 B.2.] [PA/SS 10.2 C.1. in part]
a. Changing the employee's work schedule. [CWA 12.5 B.2.a.] [PA/SS 10.2 C.1. in part]
b. Permitting the employee to take accrued time off [CWA 12.5 B.2.b.] [PA/SS 10.2 C.1. in part]
   i. Support and Service Staff may take vacation time, income protection time, and compensatory time, subject to the usage guidelines of the respective time off policy. [CWA 12.5 B.2.b. in part] [PA/SS 10.2 C.1.b.]
   ii. Professional Staff may use accumulated PTO; Professional Staff who are eligible for overtime may also use compensatory time. [PA/SS 10.2 C.1.a.]
c. Staff may also be permitted to use absence without pay, without benefit accrual subject to supervisory approval.

5. Each holiday is considered to be eight hours for full-time Staff and is a lesser amount, as prorated by FTE, for part-time Staff. See provision below for employees who work alternative work schedules. [AFSCME Police Holidays B.5.] [AFSCME Service 5.4 B.5.] [CWA 12.5 D.3.] [PA/SS 10.2 E.5.]

6. A previously accrued holiday or other paid time off cannot be used in lieu of the actual holiday. See Holidays listed in A.1.a.-i. above. [AFSCME Police Holidays B.6. in part] [AFSCME Service 5.4 B.6. in part] [CWA 12.5 D.4 in part] [PA/SS 10.2 E.6.]

7. Time off for a holiday cannot be given in advance of the date on which the holiday falls. [AFSCME Police Holidays B.7.] [AFSCME Service 5.4 B.7.] [CWA 12.5 C.7.] [PA/SS 10.2 F.3.] [PA/SS 10.2. G.4.]

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**Procedures**

1. When holidays are observed [AFSCME Police Holidays C.6.] [AFSCME Service 5.4 C.6.]
   a. If a legal holiday falls on a Sunday, the holiday is observed on the Monday immediately following the holiday. [AFSCME Police Holidays C.6.a.] [AFSCME Service 5.4 C.6.a.] [CWA 12.5 C.1.] [PA/SS 10.2 D.1.]
   b. If a legal holiday falls on a Saturday, the holiday is observed on the Friday immediately preceding the holiday. [AFSCME Police Holidays C.6.b.] [AFSCME Service 5.4 C.6.b.] [CWA 12.5 C.2.] [PA/SS 10.2 D.2.]
   c. The Campus Holiday is either a “floating holiday” that may be taken on or after March 1 of each year or a designated date determined by the president at the Bloomington campus and the chancellors at the other campuses. [AFSCME Police Holidays C.6.c. in part] [AFSCME Service 5.4 C.6.c. in part] [CWA 12.5 C.6. in part] [PA/SS 10.2 B.]
      i. The “floating” Campus Holiday is taken on a workday of the employee's choice provided the employee has prior supervisory approval. [AFSCME Police Holidays C.6.e. in part] [AFSCME Service 5.4 C.6.c. in part]
      ii. The Campus Holiday must be taken by the end of the last full pay period of the following year or it is lost. [CWA 12.5 C.6. in part]

2. Eligibility for holiday pay
a. To be eligible to receive pay for a university holiday, an employee must meet both of the criteria listed below: [AFSCME Police Holidays C.1.] [AFSCME Service 5.4 C.1.] [CWA 12.5 D.1.] [PA/SS 10.2 E.1.]
   1. Be in Active Status 50 percent FTE or greater (Employee Status “A” in HRMS) or on a Partial Leave of Absence with a reduced FTE (Employee Status “P” in HRMS) on the day on which the University observes the holiday (March 1 for the Campus Holiday). [AFSCME Police Holidays C.1.a.] [AFSCME Police Holidays C.1.b.] [AFSCME Service 5.4 C.1.a.] [AFSCME Service 5.4 C.1.b] [CWA 12.5 D.1.b.] [PA/SS 10.2 E.1.a.] [PA/SS 10.2 E.1.b.]

3. Staff in the following Employee Status categories in HRMS on the day that the University observes the holiday do not receive pay for the holiday: [AFSCME Police Holidays C.2.] [AFSCME Service 5.4 C.2.] [CWA 12.5 D.2.] [PA/SS E.2.]
   a. Leave of Absence (L); a 30 day or more absence without pay under the LOA policy [AFSCME Police Holidays C.2.a.] [AFSCME Service 5.4 C.2.a.] [CWA 12.5 D.2.a.] [PA/SS 10.2 E.2.a.]
   b. Temporary Reduction in Force (W); called a Short Work Break in HRMS [AFSCME Service 5.4 C.2.b.] [CWA 12.5 D.2.b.] [PA/SS 10.2 E.2.b.]
   c. Terminated (T), Retired (R), or Deceased (D). [AFSCME Police Holidays C.2.b.] [AFSCME Service 5.4 C.2.c.] [CWA 12.5 D.2.c.] [PA/SS 10.2 E.2.c.]

4. Employees hired or returning from a leave of absence on the day following a holiday do not receive pay for the holiday. [AFSCME Police Holidays C.3.] [AFSCME Service 5.4 C3.] [CWA 12.5 D.1.b.i.] [CWA 12.5 D.1.b.ii.] [PA/SS 10.2 E.3.]

5. Appointments and terminations should not be made effective for the day on which a holiday is observed. This does not apply to the March 1 accrual date for the Campus Holiday. [AFSCME Police Holidays C.4.] [AFSCME Service 5.4 C.4.] [PA/SS 10.2 E.4.]

6. Employees who work alternative work schedules, such as four ten-hour days, will receive eight (8) hours of pay for a holiday. In this example, Support and Service Staff, PAO, and PAU employees are required to cover the other two hours missed with time-off benefits, make up the time within the same work week with supervisory approval, or take the time off without pay. [AFSCME Police Holidays C.5. in part] [AFSCME Service 5.4 C.5. In part] [CWA 10.2 E.5.a.]

7. Compensation for Support and Service Staff when observed holidays are worked: [AFSCME Police Holidays C.7.a.] [AFSCME Service 5.4 C.7.a.]
   a. For Premium Holidays, Support and Service Staff employees required to work receive a total of 20 hours of compensation: [AFSCME Police Holidays C.7.] [AFSCME Service 5.4 C.7.a.i. in part] {CWA 12.5 E.1.} {PA/SS 10.2 G.2.}
      i. At the discretion of the department head, the employee will receive either: [AFSCME Police Holidays C.7.a.i. in part] [AFSCME Service 5.4 C.7.a.i. in part] [CWA 12.5 E.1.a.] [PA/SS 10.2 G.2.c.]
         • Payment at the regular pay up to eight (8) hours plus pay or time off at time and one-half, or [AFSCME Police Holidays C.7.a.i. in part]
C.7.a.i. in part] [AFSCME Service 5.4 C.7a.i. in part] [PA/SS 10.2 G.2.a.]

- Payment at time and one-half the regular pay plus up to eight (8) hours of time off at the regular pay. [AFSCME Police Holidays C.7.a.i. in part] [AFSCME Service 5.4 C.7.a.i. in part] [PA/SS 10.2 G.2.b.]

b. For Non-Premium Holidays, Support and Service Staff employees required to work receive, a total of 16 hours of compensation. [AFSCME Police Holidays C.7.a.ii. in part] [AFSCME Service 5.4 C.7.a.ii. in part] [AFSCME Police Holidays C.7.a.ii.2.] [CWA 12.5 E.1.b.] [PA/SS 10.2 G.1. in spirit]

i. At the discretion of the department dead, the employee will receive either [AFSCME Service C.5.4 6.c. in spirit]

- Payment at the regular pay up to eight (8) hours plus pay or eight (8) hours of time off straight time, or
- AFSCME Service employees NOT working in a 24/7 operation (such as Central Heating Plant at Bloomington), the choice of time off or pay is the employee's. [AFSCME Police Holidays C.7.a.ii.1] [AFSCME Service 5.4 C.7.a.ii.1.]

8. A Support and Service Staff member whose scheduled day off occurs on a day when the University observes a holiday, but who is scheduled to work on the day on which the legal holiday falls, will have the day on which the legal holiday falls paid pursuant to the provisions in 7. above. [AFSCME Police Holidays C.6.d.] [AFSCME Service 5.4 C.6.d.] [CWA 12.5 C.3.]

9. A Support and Service Staff member whose regular day off is both the observed and the legal holiday, will receive eight (8) hours off with pay (HAC). [AFSCME Police Holidays C.6.e. in part] [AFSCME Service 5.4 C.6.e.] [CWA 12.5 C.4.] [CWA 12.5 E.2. in part]

a. The time off with pay must be at a time mutually agreeable with the supervisor and which does not create an undue hardship on the department [AFSCME Police Holidays C.6.e. in part] [CWA 12.5 E.2.a.]

b. The time off must be used by the end of the last full pay period in December of the next year and is not paid if not used. [AFSCME Police Holidays C.6.e. in part] [CWA 12.5 E.2.b.] [PA/SS 10.2 G.5.]

10. A Support and Service Staff member who is scheduled to work on both the university observed holiday and the day on which the legal holiday falls. The day on which legal holiday falls will be the premium paid day. [CWA 12.5 C.5. and its subpart]

a. For premium holidays the employee will receive additional time off at a time and one-half rate (HAC), or receives additional pay at time and one-half rate (RGN + HBP).

b. For non-premium holidays the employee receives additional pay or time off at their regular pay.

11. Compensation for Professional Staff when observed holidays are worked

a. Professional Staff employees who work on a holiday receive equivalent time off. [PA/SS 10.2 F.1.]
i. Professional Staff employees who are not eligible for overtime (PAE) receive time off to be used later on a day-for-day basis, regardless of the number of hours worked on the holiday. [PA/SS F.1.a.]

ii. Professional Staff employees who are eligible for overtime (PAO and PAU) receive time off to be used later equal to the actual time worked on the holiday, up to eight (8) hours (HAC). If the employee works a partial holiday, the portion not worked is charged to Holiday hours. [PA/SS 10.2 F.1.b.]

12. Employees who receive time off as compensation for a worked holiday must select a time-off date that is mutually agreeable with the supervisor and which does not create an undue hardship on the department. [AFSCME Police Holidays C.7.a.iii. in part] [AFSCME Service 5.4 C.7.a.iii.] [PA/SS 10.2 F.2.] [PA/SS G.3.]
   a. Support, Service, PAO, and PAU Staff must use the time off by the end of the last full pay period in December of the next calendar year or it is lost. [AFSCME Police Holidays C.7.a.iii. in part] [PA/SS 10.2 F.4. in part] [PA/SS 10.2 G.5.]
   b. PAE Staff must take the time off by the end of December of the next calendar year or they lose it. [PA/SS 10.2 F.4. in part] [PA/SS 10.2 G.5.]

13. Employees receive pay for unused Holiday accruals when separating from the University either voluntarily or involuntarily. [AFSCME(BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police(BL, IN, NW, SB, SE) C.1.a.i. in spirit]

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

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**Related Information**

Income Protection Time
Vacation Time
Family Medical Leave Act (FMLA)

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**Definition**


2. *Non-Premium Holidays* include Martin Luther King, Jr. Day, the Campus Holiday, and the Friday after Thanksgiving.

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**History**

Replaces all of the following

AFSCME Police Holidays
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<th>Type</th>
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<td>AFSCME Service 5.4</td>
<td>Holidays</td>
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<tr>
<td>CWA 12.5</td>
<td>Holidays</td>
</tr>
<tr>
<td>PA/SS 10.2</td>
<td>Holidays</td>
</tr>
</tbody>
</table>
Income Protection Time (Sick Time)

Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

1. Regular attendance is a condition of employment.
2. Income Protection Time is provided to protect income and to prevent loss of pay during personal and family illness, injury, or medical/dental appointments, personal emergencies that are not health related such as adverse weather or adverse working conditions, and other special non-emergent situations that cannot be handled during the normal hours away from the job.
3. Full-time, appointed employees earn 3.7 hours per eligible 80-hour period (see the Attendance, Absence, and Personal Emergency policy). This results in a maximum earning of 96.2 hours in a calendar year.
   a. Employees do not earn hours during a leave of absence, an absence without pay, or a layoff of more than 30 and no more than 90 days or a permanent reduction in force.
4. Part-time appointed employees of 75% FTE or greater earn a prorated amount of hours, based on their specific FTE. Hours are not earned if the FTE is less than 75% FTE.

5. The amount of income protection time that may be used for any period of personal or family illness or injury is limited only by the amount of time accrued and the medical need to be away from work.

6. Time accrued cannot be used before it is officially earned.

7. Earnings are accumulative from year to year.

8. Administrators may require confirmation of illness or injury through a licensed physician's statement before approving the use of income protection time. See the provisions in the Procedures section for details.

Procedure

1. Use of earnings for personal illness, medical/dental appointments
   a. Employees may use accumulated income protection time after receipt of their first paycheck.
   b. Medical disabilities resulting from pregnancy will be treated as any other temporary medical disability.

2. Use of earnings for family care
   a. Earnings may be used so that employees can provide medical and dental care for family illness, injury or medical/dental appointments for members of the immediate family or household.
   b. Members of the immediate family or household are: spouse, same-sex domestic partner as qualified by the university's Affidavit of Domestic Partnership, unmarried child at home including the child of the same-sex domestic partner, or other relatives living with the employee. Parents, children, grandparents, grandchildren, brothers, sisters and relatives of the spouse or the same-sex domestic partner of the same degree who are dependent on the employee for emergency care.

3. In addition to illness and injury, earnings may be used to cover the following:
   a. Personal emergencies that are not health related. These events will typically be unforeseen, will require immediate action, and are beyond the employee’s control. The employee must notify the supervisor as soon as possible as to the reason and expected time of return. The employee may be required to provide documentation on the nature and circumstances of the absence.
   b. Special situations that cannot be handled during the normal hours away from the job. Examples are: religious holidays not provided for in the university's holiday policy, funeral arrangements, marriage arrangements, legal matters, real estate transactions, university class attendance, etc. Any questions about the application of this provision should be directed to campus Human Resources.
      i. Requests must be approved by the department in advance of usage.
      ii. Department heads are authorized to deny these requests with pay when there is evidence (1) the absence will cause an undue hardship upon the university in relation to employee's convenience or needs and (2) when the request is inconsistent with the provisions of this section of the policy.
      iii. Department heads shall not deny such requests on the basis of undue hardship if requested at least 48 hours in advance, except on the basis of excessive numbers of requests for the same day.
      iv. Denials must be made within two hours following the request, or 48 hours before the requested absence, whichever comes later.
      v. The employee may be asked for an explanation for the request so that the supervisor can make a decision consistent with the policy.
   c. Injury or illness in conjunction with Worker's Compensation
   d. Selective Service physical—a maximum of eight hours when orders require a physical exam

4. Confirmation of illness or injury
a. Before approving the use of income protection time, supervisors may require confirmation of illness, injury, medical/dental appointment, or the need for family care through a licensed physician’s statement whenever any of the following apply:
   i. The employee has been absent three or more consecutive workdays.
   ii. There is a pattern of absenteeism.
   iii. There has been corrective action for absenteeism during the prior twelve months.
   iv. The supervisor has a reasonable belief that the claim is dishonest and the absence is for a reason other than illness or injury.
   v. The employee has not followed campus or department attendance guidelines.

b. In determining whether there is a pattern of absenteeism, absences approved by the university as a reasonable accommodation under the Americans with Disabilities Act or taken under the provision of the Family Medical Leave Act cannot be considered.

c. The university reserves the right to require a physician’s statement or other medical documentation to support a long-term absence, including FMLA, fitness to return to work, or continued ability to perform the assigned tasks, or to determine eligibility for other benefits or comply with any state or federal requirement.

5. Payment for unused accruals - Except as provided below for separations with IU Retiree status or at time of death, employees do not receive payment for unused accruals.

   a. Only Support and Service Staff employees that separate from the university with IU Retiree status, regardless for the reason of the separation or who die at any age and with any years of service, are entitled to receive pay for their unused income protection accruals, subject to the criteria below.
      i. 25% of pay for 152.0 through 312.0 hours
      ii. 50% of pay for hours more than 312 hours.
      iii. Accrued hours below 152 receive no pay.

   b. Refer to the Retiree Status and Benefits policy for information about qualifying for IU Retiree status.

6. When income protection earnings are used, the exact number of hours, including tenths of hours, are reported and subtracted from accumulated earnings.

7. Unused vacation hours accumulate from year to year and will be paid upon separation up to specified limits detailed in this policy.

8. Employees who transfer from an academic appointment to a Support Staff appointment receive, at the time of transfer, four hours for each month of the academic appointment.

9. A Professional Staff employee who transfers to a Support Staff position will have any sick leave account balance transferred to an income protection account.

10. For converting Income Protection Time to Vacation see the Vacation policy.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Income Protection Time (Sick Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>5.5 - Income Protection Time (Sick Time)</td>
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<tr>
<td>CWA</td>
<td>12.6 - Income Protection Time (Sick Time and Other Uses)</td>
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<tr>
<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>10.3 - Income Protection (Sick Time) for Support and Service Staff</td>
</tr>
</tbody>
</table>
Income Protection Time (Sick Time)

Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

1. Regular attendance is a condition of employment. [AFSCME Police Income Protection B.1.] [AFSCME Service 5.5 B.1.] [CWA 12.6 A.1 in part] [PA/SS 10.3 A.1 in part]
2. Income Protection Time is provided to protect income and to prevent loss of pay during personal and family illness, injury, or medical/dental appointments, personal emergencies that are not health related such as adverse weather or adverse working conditions, and other special non-emergent situations that cannot be handled during the normal hours away from the job. [AFSCME Police Income Protection B.2.] [AFSCME Service 5.5 B.2] [CWA 12.6 in spirit] [PA/SS 10.3 C.2. in part] [PA/SS C.3. in part] [PA/SS D.1.]
3. Full-time, appointed employees earn 3.7 hours per eligible 80-hour period (see the Absences With and Without Pay policy). This results in a maximum earning of 96.2 hours in a calendar year. [AFSCME Police Income Protection B.3.] [AFSCME Service 5.5 B.3.] [CWA 12.6 B.1. in part] [PA/SS 10.3 B.1.]
   a. Employees do not earn hours during a leave of absence, an absence without pay, or a layoff of more than 30 and no more than 90 days or a permanent reduction in force. [CWA 12.6 B.2.] [PA/SS 10.3 B.4. and its subparts]
4. Part-time appointed employees of 75% FTE or greater earn a prorated amount of hours, based on their specific FTE. Hours are not earned if the FTE is less than 75% FTE. [AFSCME Police Income Protection B.4.] [AFSCME Service 5.5 B.4.] [PA/SS 10.3 B.2.] [PA/SS F1 B.]
5. The amount of income protection time that may be used for any period of personal or family illness or injury is limited only by the amount of time accrued and the medical need to be away from work. [AFSCME Police Income Protection B.5.] [AFSCME Service 5.5 B.5.] [AFSCME Service 5.5 B.5.] [PA/SS 10.3 C.5.]
6. Time accrued cannot be used before it is officially earned. [CWA 12.6 D.1. in part] [CWA 12.6 E.2. in part] [PA/SS 10.3 C.7. in spirit]
7. Earnings are accumulative from year to year. [AFSCME Police Income Protection B.6.] [AFSCME Service 5.5 B.6.] [AFSCME Service 5.5 B.6.] [CWA 12.6 D.1. in part] {CWA 12.6 E.2. in part} [PA/SS 10.3 A.2.]
8. Administrators may require confirmation of illness or injury through a licensed physician's statement before approving the use of income protection time. See the provisions in the Procedures section for details. [AFSCME Police Income Protection B.7.] [AFSCME Service 5.5 B.7.] [PA/SS 10.3 C.6. in spirit]

Procedures

1. Use of earnings for personal illness, medical/dental appointments [AFSCME Police Income Protection C.1.] [AFSCME Service 5.5 C.1.]
   a. Employees may use accumulated income protection time after receipt of their first paycheck. [AFSCME Police Income Protection C.1.a.] [AFSCME Service 5.5 C.1.a.] [CWA 12.6 C.1.] [PA/SS 10.3 C.1.]
   b. Medical disabilities resulting from pregnancy will be treated as any other temporary medical disability. [AFSCME Police Income Protection C.1.b. in part] [AFSCME Service 5.5 C.1.b. in part] [CWA 12.6 D.1.

2. Use of earnings for family care [AFSCME Police Income Protection C.2.] [AFSCME Service 5.5 C.2.] [CWA 12.6 E.1. in part]
   a. Earnings may be used so that employees can provide medical and dental care for family illness, injury or medical/dental appointments for members of the immediate family or household. [AFSCME Police Income Protection C.2.a.] [AFSCME Service 5.5 C.2.a.] CWA 12.6 E.1. in part]
   b. Members of the immediate family or household are: spouse, same-sex domestic partner as qualified by the university's Affidavit of Domestic Partnership, unmarried child at home including the child of the same-sex domestic partner, or other relatives living with the employee. Parents, children, grandparents, grandchildren, brothers, sisters and relatives of the spouse or the same-sex domestic partner of the same degree who are dependent on the employee for emergency care. [AFSCME Police Income Protection C.2.b. in spirit] [AFSCME Service 5.5 C.2.b.] CWA 12.6 E.1a.i.-ii. in part] [PA/SS C.4. and its subparts in spirit]

3. In addition to illness and injury, earnings may be used to cover the following: [AFSCME Police Income Protection C.3.a.] [AFSCME Service 5.5 C.3.a.]
   a. Personal emergencies that are not health related. These events will typically be unforeseen, will require immediate action, and are beyond the employee’s control. The employee must notify the supervisor as soon as possible as to the reason and expected time of return. The employee may be required to provide documentation on the nature and circumstances of the absence. [AFSCME Police Income Protection C.3.a.i.] [AFSCME Service 5.5 C.3.a.i.] [CWA 12.6 G.1.a. in part]
   b. Special situations that cannot be handled during the normal hours away from the job. Examples are: religious holidays not provided for in the university's holiday policy, funeral arrangements, marriage arrangements, legal matters, real estate transactions, university class attendance, etc. Any questions about the application of this provision should be directed to
Requests must be approved by the department in advance of usage. Department heads are authorized to deny these requests with pay when there is evidence (1) the absence will cause an undue hardship upon the university in relation to employee's convenience or needs and (2) when the request is inconsistent with the provisions of this section of the policy. Department heads shall not deny such requests on the basis of undue hardship if requested at least 48 hours in advance, except on the basis of excessive numbers of requests for the same day. Denials must be made within two hours following the request, or 48 hours before the requested absence, whichever comes later. The employee may be asked for an explanation for the request so that the supervisor can make a decision consistent with the policy.

c. Injury or illness in conjunction with Worker's Compensation

d. Selective Service physical—a maximum of eight hours when orders require a physical exam

4. Confirmation of illness or injury

a. Before approving the use of income protection time, supervisors may require confirmation of illness, injury, medical/dental appointment, or the need for family care through a licensed physician’s statement whenever any of the following apply: The employee has been absent three or more consecutive workdays. There is a pattern of absenteeism.
iii. There has been corrective action for absenteeism during the prior twelve months. [AFSCME Police Income Protection C.4.a.iii.] [AFSCME Service 5.5 C.4.a.iii.] [CWA 12.6 E.1.c.]

iv. The supervisor has a reasonable belief that the claim is dishonest and the absence is for a reason other than illness or injury. [AFSCME Police Income Protection C.4.a.iv.] [AFSCME Service 5.5 C.4.a.iv.] [CWA 12.6 E.1.d.]

v. The employee has not followed campus or department attendance guidelines. [AFSCME Police Income Protection C.4.a.v.] [AFSCME Service 5.5 C.4.a.v.]

b. In determining whether there is a pattern of absenteeism, absences approved by the university as a reasonable accommodation under the Americans with Disabilities Act or taken under the provision of the Family Medical Leave Act cannot be considered. [AFSCME Police Income Protection C.4.b.] [AFSCME Service 5.5 C.4.b.] [CWA 12.6 F.2.]

c. The university reserves the right to require a physician’s statement or other medical documentation to support a long-term absence, including FMLA, fitness to return to work, or continued ability to perform the assigned tasks, or to determine eligibility for other benefits or comply with any state or federal requirement. [AFSCME Police Income Protection C.4.c.] [AFSCME Service 5.5 C.4.c.] [CWA 12.6 F.2.a. and subparts]

5. Payment for unused accruals - Except as provided below for separations with IU Retiree status or at time of death, employees do not receive payment for unused accruals. [PA/SS 10.3 E.1. in spirit]

a. Only Support and Service Staff employees that separate from the university with IU Retiree status, regardless for the reason of the separation or who die at any age and with any years of service, are entitled to receive pay for their unused income protection accruals, subject to the criteria below. [AFSCME Service 5.5 C.5. in spirit] [CWA 12.6 H.1 in spirit] [PA/SS 10.3 E.2. and its subparts]

i. 25% of pay for 152.0 through 312.0 hours

ii. 50% of pay for hours more than 312 hours.

iii. Accrued hours below 152 receive no pay.

b. Refer to the, Retiree Status and Benefits policy for information about qualifying for IU Retiree status. [CWA 12.6 H.2 in spirit]

6. When income protection earnings are used, the exact number of hours, including tenths of hours, are reported and subtracted from accumulated earnings. [AFSCME Police Income Protection C.2.c.] [AFSCME Service 5.5 C.2.c.] [CWA 12.6 A.2.] [PA/SS 10.3 8.]

7. Unused vacation hours accumulate from year to year and will be paid upon separation up to specified limits detailed in this policy. [AFSCME Police Income Protection B.6. in part] [AFSCME Police Income Protection C.5. in part] [CWA 12.6 C.1.]

8. Employees who transfer from an academic appointment to a Support Staff appointment receive, at the time of transfer, four hours for each month of the academic appointment. [CWA 12.6 B.1.] [PA/SS 10.3 B.3.]
9. A Professional Staff employee who transfers to a Support Staff position will have any sick leave account balance transferred to an income protection account.
   [CWA 12.6 B.4] [PA/SS 10.3 G.]
10. For converting Income Protection Time to Vacation see the Vacation policy.
   [CWA 12.6 H.1.] [PA/SS 10.3 F.]

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Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

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Related Information

Income Protection Time
Vacation Time
Family Medical Leave Act (FMLA)

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History

Replaces the following policies

AFSCME Police Income Protection Time (Sick Time)
AFSCME Service 5.5 Income Protection Time (Sick Time)
CWA 12.6 Income Protection Time (Sick Time and Other Uses)

Replaces parts of the following policies

PA/SS 10.3. Income Protection (Sick Time) for Support and Service Staff
  • A.1.
  • A.2.
  • B.1.
  • B.2.
  • B.3.
  • B.4.
  • B.4.a.
  • B.4.b.
  • B.4.c.
  • B.4.d.
  • C.1.
  • C.2.
  • C.3.
  • C.4.
  • C.4.a.
PA/SS FS1  Time Off Provisions for Part-Time Support and Service Staff

• B.
Injury on the Job

Scope

This policy applies to all Staff and Temporary employees.

Policy Statement

1. Employees must report all on-the-job injuries to their supervisor immediately or as soon as possible if the injury requires emergency medical care. Failure to report the injury in a timely manner --or in the case of cumulative trauma, when the employee becomes aware of the symptoms--may result in denial of the claim.

2. Full-time appointed employees may receive supplemental benefits in addition to those provided by State law when injury or occupational disease is incurred while performing their duties, subject to the conditions described in the Procedures section below.

Procedure

A. Reporting on-the-job injuries

1. When the supervisor receives the employee’s report of an injury and must report the injury on the Occupational Injury/Illness Report form available from the UHR Workers’ Compensation website. The form must be sent to the Workers’ Compensation office within 24 hours regardless of whether professional medical attention or lost time is indicated. Supervisors may fax the form to 812-855-2720, or it can be scanned and emailed to workcomp@iu.edu
2. An Employer Notification for Treatment Form must be completed prior to or at the time treatment is sought. This form is available on the UHR Workers’ Compensation website.

3. The University has the choice of the attending physician for treatment of on-the-job injuries. Employees should check with their supervisor before seeking medical care except in emergency cases.
   a. For campus specific treatment locations check the UHR Workers’ Compensation website under “initiate treatment for injured employee.”

4. An employee may not be entitled to Workers’ Compensation benefits and university-provided injury leave if she/he:
   a. Fails to report the injury on the day of occurrence or in a timely manner --or in the case of cumulative trauma, when the employee becomes aware of the symptoms.
   b. Does not seek medical treatment for an injury that results in lost time
   c. Seeks treatment from a source other than a designated provider, or if appropriate, from a hospital emergency room.
   d. Fails to follow any of the procedures contained in this policy.

B. Return to work

1. Before leaving the treatment location, employees must obtain a physician’s statement regarding the employee’s return-to-work status and provide it to their supervisor upon returning to work.

2. The following are three possible outcomes for an injured employee following initial treatment:
   a. The employee is released to return to work with no restrictions.
   b. The employee is released to work with temporary restrictions. If the university can provide work for the employee, the employee is brought back to work within the restrictions. If the university cannot provide such work, the employee remains off from work, and the supervisor must notify the Workers’ Compensation office.
   c. The employee is not released to return to work and remains off from work.

3. If the attending physician gives the employee work restrictions and the university can provide work for the employee within the restrictions, then the employee is not entitled to receive temporary total disability benefits.

4. If an FMLA-eligible employee declines an assignment offered under Workers’ Compensation, FMLA leave should start immediately. See the Family Medical Leave Act (FMLA) Rights policy for details on how to initiate this process.

C. For accidents involving exposure to human tissue, blood, or fluid

1. For accidents involving exposure to human tissue, blood or fluid—within two hours of exposure—the employee must take (in person) one copy of the Occupational Injury-Illness Report form to:
   a. For campus specific treatment locations check the UHR Workers’ Compensation website under “initiate treatment for injured employee.”
   b. Staff must contact the campus Human Resources office and the risk officer of Biosafety regarding procedures for accidents involving exposure to human tissue, blood or fluid.
   c. A copy of the Occupational Injury-Illness Report form must be sent to the risk officer of Biosafety in Bloomington.
   d. If the employee can obtain a sample of the source of contamination, they should take the sample to the center or hospital for testing.

D. Eyewear and Chiropractic Services

1. Workers’ Compensation will pay the cost of replacing or repairing eyeglasses or contact lenses damaged or broken as a result of an on-the-job injury or accident. If replacement is required, eyeglasses or lenses of an equivalent cost will be provided.
   a. At Bloomington, safety glasses provided by the University shall be replaced through the Atwater Eye Care Clinic.

2. If the attending physician in an on-the-job injury case recommends chiropractic services, the University will pay for the recommended services. There are specific circumstances in which this policy applies and the employee should contact Workers’ Compensation for the guidelines prior to seeking chiropractic care.
E. Supplemental benefits

1. Supplemental benefits that full-time Staff employees may receive for an on-the-job injury are as follows:
   a. For the first work week of disability in a payroll calendar year in which an employee is unable to work as the result of an on-the-job injury, the university will provide the employee's base compensation up to 40 hours injury (INJ) leave for 100% FTE; less than 100% FTE receive a prorated number of hours. Absence during this time is not charged to previously earned benefits.
   b. Such paid absence hours are limited to 40 in a payroll calendar year. Any other time missed from work due to an injury in that year will either be without pay or charged to the employee’s accumulated time off benefits at the employee’s choice.
      - For AFSCME Police and AFSCME Service covered employees, subsequent injuries in a payroll calendar year, resulting in more than 21 days of missed work, will have the above limitation waived.

2. Department heads may require a physician's statement before approving payment for absences during this period of time.

3. All lost time must be reported to the Workers’ Compensation office.

F. For AFSCME Police and AFSCME Service covered employees, supplemental benefits when an on-the-job injury occurs during an overtime assignment

1. If an on-the-job injury requiring emergency medical treatment occurs during an overtime assignment, the employee will receive the supplemental benefits based on which of the following four outcomes occurs first. All four start at the time of the injury and end:
   a. At the time that the employee is released from the emergency medical care provider and returns to work.
   b. At the time that the employee is released from the emergency medical care provider and is restricted from returning to work. (Note, this would include the time required for the employee to return to the campus to obtain his/her vehicle to drive home, if that should occur.); no greater than four hours.
   c. At the time that the employee is released from the emergency medical care provider and moved to an overnight medical care facility, such as being admitted into a hospital from that hospital’s emergency room; no greater than four hours.
   d. At the time that the overtime assignment ends if it had a scheduled end time, or to the time that it did end for any employees remaining on the assignment, or could reasonably be concluded that it would have ended; no greater than four hours.

2. The time covered under these options will be charged to INJ time at a time and one half rate. Thus for each hour covered, the employee will receive 1 ½ hours of pay and 1 ½ hours will be charged to the annual allotment of 40 hours of INJ time.

3. If the INJ time for the year has been exhausted, the time off during the overtime assignment is without pay.

G. State of Indiana Workers’ Compensation Benefits

1. If the Workers’ Compensation office determines that the employee is eligible, the employee will receive the lost wages benefit of the state Workers’ Compensation beginning on the eighth calendar day of disability. Such Compensation pays a portion of the employee’s salary. State legislation (which changes from time to time) determines the exact amount paid by Worker’s Compensation.
   a. For information about payment amounts and claims procedures, contact the UHR Workers’ Compensation office in Bloomington.

H. Payroll processing

1. Employees may choose to supplement the state benefit (IND) through the use of accrued University paid time off benefits in order to receive their full salary.
   a. Employees may charge a maximum of four hours per day to accrued paid time off benefits and compensatory time.
   b. During the time that the employee uses earned time off, he/she continues to earn time off.
   c. Charges to vacation earnings do not count against the amount of vacation time employees can use in a calendar year.
   d. Employees who choose this option will continue to accrue paid time off earnings at the full time rate.
2. When all benefit accruals have been used, or if the employee chooses not to use them, the employee can continue for an additional 29 calendar days receiving only the state Worker's Compensation payment.
   a. Starting with the 30th calendar day, unless the employee has returned to work, the employee will be placed on a Leave of Absence while still receiving the state Workers’ Compensation benefits as long as eligible under provisions of the law and will continue to receive university service credit.
   b. During this time, the employee will be recorded as absent without pay and without benefit accrual.

3. Worker's Compensation benefits continue as long as eligibility continues.

I. Permanent disability

When an employee is released from medical treatment with a permanent disability, then he/she may be covered under the Americans with Disabilities Act (ADA). See the policy, Employment Accommodations for Persons with Disabilities Under the ADA-Title 1.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

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<tr>
<td>Temporary</td>
<td>5.2 - Injury on-the-Job</td>
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Injury on the Job

Scope

This policy applies to all Staff and Temporary employees.

Policy Statement

1. Employees must report all on-the-job injuries to their supervisor immediately or as soon as possible if the injury requires emergency medical care. Failure to report the injury in a timely manner—or in the case of cumulative trauma, when the employee becomes aware of the symptoms—may result in denial of the claim. [AFSCME Police Injury on the Job B.1.] [AFSCME (BL, IN, SB) 10.4 B.1.] [CWA 7.2 Pro 1.] [PA/SS 8.1 A.1.] [Temp 5.2 Pro 1.]

2. Full-time appointed employees may receive supplemental benefits in addition to those provided by State law when injury or occupational disease is incurred while performing their duties, subject to the conditions described in the Procedures section below. [AFSCME Police Injury on the Job B.2.] [AFSCME (BL, IN, SB) 10.4 B.2.]

Procedures

Reporting on-the-job injuries

1. When the supervisor receives the employee’s report of an injury and must report the injury on the Occupational Injury/Illness Report form available from the UHR Workers’ Compensation website. The form must be sent to the Workers’ Compensation office within 24 hours regardless of whether professional medical attention or lost time is indicated. Supervisors may fax the form to 812-855-2720, or it can be scanned and emailed to workcomp@iu.edu [AFSCME Police Injury on the Job C.1.a.] [AFSCME (BL, IN, SB) 10.4 C.1.a.] [CWA 7.2 Pro 2 in part] [CWA 7.2 Pro 7.] [PA/SS 8.1 A.2.] [PA/SS 8.1 B.3.] [Temp 5.2 Pro 2.]
2. An Employer Notification for Treatment Form must be completed prior to or at the time treatment is sought. This form is available on the UHR Workers’ Compensation website [AFSCME Police Injury on the Job C.1.b.] [AFSCME (BL, IN, SB) 10.4 C.1.b.] [CWA 7.2 Pro 2 in part & Pro 6.a. in part] [PA/SS 8.1 B.1.c.] [Temp 5.2 Pro 2.c.]

3. The University has the choice of the attending physician for treatment of on-the-job injuries. Employees should check with their supervisor before seeking medical care except in emergency cases. [AFSCME Police Injury on the Job C.1.c.] [AFSCME (BL, IN, SB) 10.4 C.1.c.] [CWA 7.2 Pro 3 in part] [CWA 7.2 Pro 8.] [PA/SS 8.1 A.3.] [Temp 5.2 Pro 3. In part]
   a. For campus specific treatment locations check the UHR Workers’ Compensation website under “initiate treatment for injured employee.”

4. An employee may not be entitled to Workers’ Compensation benefits and university-provided injury leave if she/he: [AFSCME Police Injury on the Job C.1.d.] [AFSCME (BL, IN, SB) 10.4 C.d.] [CWA 7.2 Pro 4.] [Temp 5.2 Pro 3.a.]
   a. Fails to report the injury on the day of occurrence or in a timely manner -- or in the case of cumulative trauma, when the employee becomes aware of the symptoms. [AFSCME (BL, IN, SB) 10.4 C.d.i.] [CWA 7.2 Pro 4.a.] [Temp 5.2 Pro 3.a.i.]
   b. Does not seek medical treatment for an injury that results in lost time [AFSCME Police Injury on the Job C.1.d.i.] [AFSCME (BL, IN, SB) 10.4 C.d.i.] [CWA 7.2 Pro 4.a.] [Temp 5.2 Pro 3.a.i.]
   c. Seeks treatment from a source other than a designated provider, or if appropriate, from a hospital emergency room. [AFSCME Police Injury on the Job C.1.c.ii.] [AFSCME (BL, IN, SB) 10.4 C.1.d.ii.] [CWA 7.2 Pro 4.b. in part] [Temp 5.2 Pro 3.a.ii.]
   d. Fails to follow any of the procedures contained in this policy.

Return to work

1. Before leaving the treatment location, employees must obtain a physician’s statement regarding the employee’s return-to-work status and provide it to their supervisor upon returning to work. [AFSCME Police Injury on the Job C.2.a.] [AFSCME (BL, IN, SB) 10.4 C.2.a.] [CWA 7.2 Pro 5.] [PA/SS 8.1 A.4.] [Temp 5.2 Pro 4.]

2. The following are three possible outcomes for an injured employee following initial treatment: [AFSCME Police Injury on the Job C.2.b.] [AFSCME (BL, IN, SB) 10.4 C.2.b.] [CWA 7.2 A.1] [PA/SS 8.1 C.1.]
   a. The employee is released to return to work with no restrictions. [AFSCME Police Injury on the Job C.2.b.i.] [AFSCME (BL, IN, SB) 10.4 C.2.b.i.] [CWA 7.2 A.1.a] [PA/SS 8.1 C.1.a.]
   b. The employee is released to work with temporary restrictions. If the university can provide work for the employee, the employee is brought back to work within the restrictions. If the university cannot provide such work, the employee remains off from work, and the supervisor must notify the Workers’ Compensation office. [AFSCME Police Injury on the Job C.2.b.ii.] [AFSCME (BL, IN, SB) 10.4 C.2.b.ii.] [CWA 7.2 A.1.b.] [PA/SS 8.1 C.1.b.]
c. The employee is not released to return to work and remains off from work. [AFSCME Police Injury on the Job C.2.b.iii.] [AFSCME (BL, IN, SB) 10.4 C.2.b.iii.] [PA/SS 8.1 C.1.c.]

3. If the attending physician gives the employee work restrictions and the university can provide work for the employee within the restrictions, then the employee is not entitled to receive temporary total disability benefits. [AFSCME Police Injury on the Job C.2.c.] [AFSCME (BL, IN, SB) 10.4 C.2.c.] [CWA 7.2 A.2. in part] [PA/SS 8.1 C.2.] [Temp 5.2 Pro 4.a.]

4. If an FMLA-eligible employee declines an assignment offered under Workers’ Compensation, FMLA leave should start immediately. See the Family Medical Leave Act (FMLA) Rights policy for details on how to initiate this process. [AFSCME Police Injury on the Job C.2.d.] [AFSCME (BL, IN, SB) 10.4 C.2.d.] [CWA 7.2 A.2.] [PA/SS 8.1 C.3.]

For accidents involving exposure to human tissue, blood, or fluid

1. For accidents involving exposure to human tissue, blood or fluid—within two hours of exposure—the employee must take (in person) one copy of the Occupational Injury-Illness Report form to: [AFSCME Police Injury on the Job C.3.a.] [AFSCME (BL, IN, SB) 10.4 C.3.a.] [CWA 7.2 Pro 6.a. in part] [PA/SS 8.1 B.1. in part] [Temp 5.2 Pro 5.a. in spirit]
   a. For campus specific treatment locations check the UHR Workers’ Compensation website under “initiate treatment for injured employee.”
   b. Staff must contact the campus Human Resources office and the risk officer of Biosafety regarding procedures for accidents involving exposure to human tissue, blood or fluid. [PA/SS 8.1 B.4.]
   d. If the employee can obtain a sample of the source of contamination, they should take the sample to the center or hospital for testing. [AFSCME Police Injury on the Job C.3.a.v.] [AFSCME (BL, IN, SB) 10.4 C.3.a.v.] [CWA 7.2 Pro 6.b.] [PA/SS 8.1 B.1.b.]

Eyewear and Chiropractic Services

1. Workers’ Compensation will pay the cost of replacing or repairing eyeglasses or contact lenses damaged or broken as a result of an on-the-job injury or accident. If replacement is required, eyeglasses or lenses of an equivalent cost will be provided. [AFSCME Police Injury on the Job C.4.a.] [AFSCME (BL, IN, SB) 10.4 C.4.a.] [CWA 7.2 C.2.] [PA/SS 8.1 D.1.]
   a. At Bloomington, safety glasses provided by the University shall be replaced through the Atwater Eye Care Clinic. [AFSCME Police Injury on the Job C.4.a.i.] [AFSCME (BL, IN, SB) 10.4 C.4.a.i.] [CWA 7.2 C.2.]
2. If the attending physician in an on-the-job injury case recommends chiropractic services, the University will pay for the recommended services. There are specific circumstances in which this policy applies and the employee should contact
Workers’ Compensation for the guidelines prior to seeking chiropractic care.

[CWA 7.2 C.1.] [PA/SS 8.1 D.2.]

Supplemental benefits

1. Supplemental benefits that full-time Staff employees may receive for an on-the-job injury are as follows: [AFSCME Police Injury on the Job C.5.a.] [AFSCME (BL, IN, SB) 10.4 C.5.a.][PA/SS 8.1 E.1. in spirit]
   a. For the first work week of disability in a payroll calendar year in which an employee is unable to work as the result of an on-the-job injury, the university will provide the employee's base compensation up to 40 hours injury (INJ) leave for 100% FTE; less than 100% FTE receive a prorated number of hours. Absence during this time is not charged to previously earned benefits. [AFSCME Police Injury on the Job C.5.a.i. in spirit]
   [AFSCME (BL, IN, SB) 10.4 C.5.a.i.] [CWA 7.2 B.1.] [PA/SS 8.1 E.2.a.]
   b. Such paid absence hours are limited to 40 in a payroll calendar year. Any other time missed from work due to an injury in that year will either be without pay or charged to the employee’s accumulated time off benefits at the employee’s choice. [PA/SS 8.1 E.2.b.]
   i. For AFSCME Police and AFSCME Service covered employees, subsequent injuries in a payroll calendar year, resulting in more than 21 days of missed work, will have the above limitation waived. [AFSCME Police Injury on the Job C.5.b.] [AFSCME (BL, IN, SB) 10.4 C.5.b.]

2. Department heads may require a physician's statement before approving payment for absences during this period of time. [AFSCME Police Injury on the Job C.5.c.] [AFSCME (BL, IN, SB) 10.4 C.5.c.] [CWA B.1.a.] [PA/SS 8.1 E.2.c.]

3. All lost time must be reported to the Workers’ Compensation office. [AFSCME Police Injury on the Job C.5.d.] [AFSCME (BL, IN, SB) 10.4 C.5.d.][Temp 5.2 Pro 6.]

For AFSCME Police and AFSCME Service covered employees, supplemental benefits when an on-the-job injury occurs during an overtime assignment

1. If an on-the-job injury requiring emergency medical treatment occurs during an overtime assignment, the employee will receive the supplemental benefits based on which of the following four outcomes occurs first. All four start at the time of the injury and end: [AFSCME Police Injury on the Job C.6.a.] [AFSCME (BL, IN, SB) 10.4 C.6.a.]
   a. At the time that the employee is released from the emergency medical care provider and returns to work. [AFSCME Police Injury on the Job C.6.a.i.] [AFSCME (BL, IN, SB) 10.4 C.6.a.i.]
   b. At the time that the employee is released from the emergency medical care provider and is restricted from returning to work. (Note, this would include the time required for the employee to return to the campus to
obtain his/her vehicle to drive home, if that should occur); no greater than four hours. [AFSCME Police Injury on the Job C.6.a.ii.] [AFSCME (BL, IN, SB) 10.4 C.6.a.ii.]

c. At the time that the employee is released from the emergency medical care provider and moved to an overnight medical care facility, such as being admitted into a hospital from that hospital’s emergency room; no greater than four hours. [AFSCME Police Injury on the Job C.6.a.iii.] [AFSCME (BL, IN, SB) 10.4 C.6.a.iii.]

d. At the time that the overtime assignment ends if it had a scheduled end time, or to the time that it did end for any employees remaining on the assignment, or could reasonably be concluded that it would have ended; no greater than four hours. [AFSCME Police Injury on the Job C.6.a.iv.] [AFSCME (BL, IN, SB) 10.4 C.6.a.iv.]

2. The time covered under these options will be charged to INJ time at a time and one half rate. Thus for each hour covered, the employee will receive 1 ½ hours of pay and 1 ½ hours will be charged to the annual allotment of 40 hours of INJ time. [AFSCME Police Injury on the Job C.6.b.] [AFSCME (BL, IN, SB) 10.4 C.6.b.]

3. If the INJ time for the year has been exhausted, the time off during the overtime assignment is without pay. [AFSCME Police Injury on the Job C.6.c.] [AFSCME (BL, IN, SB) 10.4 C.6.c.]

State of Indiana Workers’ Compensation Benefits

1. If the Workers’ Compensation office determines that the employee is eligible, the employee will receive the lost wages benefit of the state Workers’ Compensation beginning on the eighth calendar day of disability. Such Compensation pays a portion of the employee’s salary. State legislation (which changes from time to time) determines the exact amount paid by Worker’s Compensation. [AFSCME Police Injury on the Job C.7.a.] [AFSCME (BL, IN, SB) 10.4 C.7.a.] [CWA 7.2 B.2.] [PA/SS 8.1 F.1.] [Temp 5.2 Pro 7.]
   a. For information about payment amounts and claims procedures, contact the UHR Workers’ Compensation office in Bloomington. [AFSCME Police Injury on the Job C.7.a.i.] [AFSCME (BL, IN, SB) 10.4 C.7.a.i.] [CWA 7.2 B.2.a.] [PA/SS 8.1 F.1.a.] [Temporary 5.2. Pro 8.]

Payroll processing

1. Employees may choose to supplement the state benefit (IND) through the use of accrued University paid time off benefits in order to receive their full salary. [AFSCME Police Injury on the Job C.7.b.] [AFSCME (BL, IN, SB) 10.4 C.7.b.] [CWA 7.2 B.3.] [PA/SS 8.1 F.2.]
   a. Employees may charge a maximum of four hours per day to accrued paid time off benefits and compensatory time. [AFSCME Police Injury on the Job C.7.b.i.] [AFSCME (BL, IN, SB) 10.4 C.7.b.i.] [CWA 7.2 B.3.a.] [PA/SS 8.1 F.2.a.]
   b. During the time that the employee uses earned time off, he/she continues to earn time off. [CWA B.3.b.]
c. Charges to vacation earnings do not count against the amount of vacation
time employees can use in a calendar year. [AFSCME Police Injury on the
Job C.7.b.ii.] [AFSCME (BL, IN, SB) 10.4 C.7.b.ii.] [CWA 7.2 B.3.c.]
[PA/SS 8.1 F.2.b.]
d. Employees who choose this option will continue to accrue paid time off
earnings at the full time rate. [AFSCME Police Injury on the Job C.7.b.iii.]
[AFSCME (BL, IN, SB) 10.4 C.7.b.iii.] [PA/SS 8.1 F.2.c.]

2. When all benefit accruals have been used, or if the employee chooses not to use
them, the employee can continue for an additional 29 calendar days receiving
only the state Worker's Compensation payment. [AFSCME Police Injury on the
Job C.7.c. in part] [AFSCME (BL, IN, SB) 10.4 C.7.c.] [CWA 7.2 B.4. and its
subparts] [PA/SS 8.1 F.3.]
a. Starting with the 30th calendar day, unless the employee has returned to
work, the employee will be placed on a Leave of Absence while still
receiving the state Workers’ Compensation benefits as long as eligible
under provisions of the law and will continue to receive university service
credit. [AFSCME Police Injury on the Job C.7.c. in part] [AFSCME (BL,
IN, SB) 10.4 C.7.c.] [PA/SS 8.1 F.4.]
b. During this time, the employee will be recorded as absent without pay and
without benefit accrual. [AFSCME Police Injury on the Job C.7.c.]
[AFSCME (BL, IN, SB) 10.4 C.7.c.] [PA/SS 8.1 F.3.]

3. Worker's Compensation benefits continue as long as eligibility continues. [CWA
7.2 B.4.b.]

**Permanent disability**

When an employee is released from medical treatment with a permanent disability, then
he/she may be covered under the Americans with Disabilities Act (ADA). See the
policy, Employment Accommodations for Persons with Disabilities Under the ADA-Title
1. [AFSCME Police Injury on the Job C.8.a.] [AFSCME (BL, IN, SB) 10.4 C.8.a.] [CWA
7.2 D.]

**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary
action, up to and including termination.

**History**

This policy replaces the following:

- AFSCME Police Injury on the Job
- AFSCME Service 10.4 Injury on the Job
- CWA 7.2 Injury on-the-Job
- PA/SS 8.1 Injury on-the-Job
- Temp 5.2 Injury on-the-Job
## Scope

This policy applies to all AFSCME covered Police and Service Staff.

## Policy Statement

1. It is the policy of the University administration to utilize its manpower, equipment and facilities to the fullest extent feasible. However, it is sometimes advisable to allow contracts with outside contractors. Such occasions arise, among others, when peculiar skills are involved, the work to be performed cannot be economically or efficiently performed by using University personnel or equipment, or where deadlines cannot be met using University resources economically and efficiently.
   
   a. State law requires that projects exceeding certain defined amounts must be done through a bid procedure.

## Procedure

1. When the University intends to contract with a private outside contractor to perform a substantial amount of work that has been exclusively and routinely performed by AFSCME Police Local or AFSCME Service bargaining unit employees as of the effective date of this policy, and this contracting out of work will directly and immediately result in substantial reduction of bargaining unit positions, the University will provide the Union with notice prior to a contract being awarded, except in cases of emergency.

2. As in the past, the administration must reserve the right to make final determinations as to whether work shall be done by university personnel or outside contractors. In making this determination, however, the administration intends to always...
keep the interests of University personnel in mind. Ordinarily, University personnel and equipment will be utilized whenever it is deemed advisable to do so.

3. Employees in the bargaining unit will not be laid off as a result of the use of prison labor or any other individuals under the jurisdiction of county, state or federal judicial or penal systems.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Outside Contractors</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>2.9 Outside Contractors</td>
</tr>
</tbody>
</table>
Outside Contractors

Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, Northwest, South Bend, and Southeast [AFSCME Police Outside Contractors A.] and to all AFSCME Service Staff employees at Bloomington, IUPUI, and South Bend. [AFSCME Service 2.9 A.]

Policy Statement

1. It is the policy of the University administration to utilize its manpower, equipment and facilities to the fullest extent feasible. However, it is sometimes advisable to allow contracts with outside contractors. Such occasions arise, among others, when peculiar skills are involved, the work to be performed cannot be economically or efficiently performed by using University personnel or equipment, or where deadlines cannot be met using University resources economically and efficiently. [AFSCME Police Outside Contractors B.1.] [AFSCME Service 2.9 B.1.]
   a. State law requires that projects exceeding certain defined amounts must be done through a bid procedure. [AFSCME Police Outside Contractors B.1.a.] [AFSCME Service 2.9 B.1.a.]

Procedures

1. When the University intends to contract with a private outside contractor to perform a substantial amount of work that has been exclusively and routinely performed by AFSCME Police Local or AFSCME Service bargaining unit employees as of the effective date of this policy, and this contracting out of work will directly and immediately result in substantial reduction of bargaining unit positions, the University will provide the Union with notice prior to a contract being awarded, except in cases of emergency. [AFSCME Police Outside Contractors C.1.] [AFSCME Service 2.9 C.1.]

2. As in the past, the administration must reserve the right to make final determinations as to whether work shall be done by university personnel or outside contractors. In making this determination, however, the administration intends to always keep the interests of University personnel in mind. Ordinarily,
University personnel and equipment will be utilized whenever it is deemed advisable to do so. [AFSCME Police Outside Contractors C.2.] [AFSCME Service 2.9 C.2.]

3. Employees in the bargaining unit will not be laid off as a result of the use of prison labor or any other individuals under the jurisdiction of county, state or federal judicial or penal systems. [AFSCME Police Outside Contractors C.3.] [AFSCME Service 2.9 C.3.]

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

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**History**

Replaces the following policies:

AFSCME Police Outside Contractors
AFSCME Service 2.9 Outside Contractors
Scope

This policy applies to Support, Service, and Professional Overtime (PAO and PAU) Staff and Temporary employees who are covered by federal Fair Labor Standards Act (FLSA) overtime pay provisions.

Policy Statement

1. The Fair Labor Standards Act (FLSA) requires that covered employees receive overtime pay for work over 40 hours in a workweek.
a. Professional Exempt (PAE) Staff are not covered by FLSA overtime provisions and are not eligible for overtime pay under University policy.

b. All Support, Service, and Professional Overtime (PAO and PAU) Staff and all Temporary employees are covered by the FLSA and required to be paid overtime for work over 40 hours in a workweek. The University's workweek is defined as beginning and ending at 12:00 midnight on Saturday.

i. For Support, Service, and PAO Staff, overtime pay must be compensated at a time and one-half rate in the form of extra pay or compensatory time off subject to compensatory time off procedures.

ii. For PAU positions, overtime pay must be compensated at an additional half-time rate in the form of extra pay. Compensatory time off does not apply to PAU Staff.

iii. For Temporary employees, overtime pay must be compensated at a time and one-half rate in the form of extra pay. Compensatory time off does not apply to Temporary employees.

2. Except for the paid time-off categories discussed below, paid time off such as vacation, PTO, sick time, Income Protection, and compensatory time off, does not count as part of the 40 hours in a week to determine if overtime pay is applicable and the amount of overtime pay that is due.

3. It is the responsibility of supervisors to plan and schedule work of employees covered by FLSA provisions so that it can be performed within the regularly scheduled hours.

4. Although mandatory overtime is discouraged, it is expected that employees will accept reasonable assignments to work overtime except where cases of personal emergency exist. It is the employee’s responsibility to bring to the supervisor’s attention the nature of a personal emergency so that the supervisor can make a decision to require the overtime work or not.

5. Employees must have supervisory permission to work overtime.

Reason For Policy

The Fair Labor Standards Act is complex with a long history of federal regulations and rulings written to explain and aid in the application of the act. This policy provides University managers and supervisors with directions necessary to comply with overtime pay provisions of FLSA.

Procedure

Assigning overtime work for Support, Service, and Professional Overtime (PAO and PAU) Staff and Temporary employees

1. When overtime work is scheduled in advance, departments should:
   a. Schedule qualified Staff employees so that they rotate turns having the opportunity to work the hours.
   b. Schedule qualified Staff employees according to their seniority within an occupational unit.
      i. This provision does not apply when the assignment is for time immediately before or after the Staff employee’s regular hours and the work is the continuation of the employee’s regular work assignment.
   c. Departments may have other overtime assignment arrangements for which there are long-standing practices and mutual, written agreements between management and a union which are recognized by the parties.

2. Before overtime can be assigned to a Temporary employee within an occupational unit, the work must first be offered to all Staff employees within the respective employee group (i.e. Service, Support).

3. When selecting a Staff or Temporary employee to work the assignment, it is the department's prerogative to determine whether an employee is qualified and can satisfactorily perform the required work.

Paid time-off that counts toward overtime pay for Staff employees

1. The following six categories of paid-time-off count as part of the 40 hours in a week to determine if overtime pay is applicable and the amount of overtime pay that is due.
a. **Adverse Weather** – Used only when the administration closes a campus due to adverse weather.

b. **Adverse Working Conditions** – Used only when a Chancellor, Provost, or Vice President closes all or part of a campus due to adverse working conditions.

c. **Emergency Rest Time** – Used only for Service Maintenance Staff employees at Bloomington who have worked for more than 16 continuous hours and who are required to take time off from work immediately after the emergency has ended to insure an adequate break from work for safety purposes.

d. **Holiday** – Used whenever any holiday time is taken, including on the day observed (HOL) and at a later time (HTK). Campus Holiday is included.

e. **Injury with pay-1st 7 days** – Used to cover the time when the University is paying the employee’s full salary during the first seven calendar days of the injury. This benefit is limited to a total of 40 hours of INJ time per year. The other injury related time off codes will not count towards overtime.

f. **Union Administrative Time**

2. All other categories of paid time off do not count as part of the 40 hours in a week to determine if overtime pay is applicable.

3. When an employee uses paid time off applied to any of these other categories (vacation, sick, PTO, etc.), there may be hours worked outside of the employee’s regular schedule that do not qualify to be paid as overtime. These hours worked will be compensated at a straight time rate either in the form of pay or compensatory time off at the department’s choice. Two new payroll codes have been developed to use for these hours:
   a. **NEP** Non-overtime eligible pay
   b. **NEC** Non-overtime eligible comp time (no pay)

4. In units that permit flexible or alternate work schedules, adjustments may occur in the number of hours applied to time off. If a department has given the employee a flexible scheduling option—or an arrangement is made prior to taking the time off—the amount of time applied to vacation, sick, PTO or absent without pay time may be reduced so that the total of time off and time worked equals 40 hours with no NEP or NEC time.

### Compensation for overtime work for Support, Service, Temporary, and PAO Staff

1. Support, Service, and PAO Staff must receive overtime compensation for hours worked in excess of 40 hours in a week. The overtime compensation shall be at a time and one-half rate either in the form of pay or compensatory time off. Compensatory time off is subject to the rules below.
   a. Temporary employees receive overtime pay at the rate of time and one half for the overtime work performed for hours worked in excess of 40 hours per workweek. Compensatory time off does not apply to Temporary employees.

2. The rate used to determine the time and one-half rate will be calculated to include any temporary pay, bonus pay, or other pay that the employee received during the week in which the hours over 40 were worked.

### Compensation for overtime work for PAU Staff

1. Overtime compensation for all PAU Staff employees.
   a. PAU Staff must receive overtime compensation for hours worked in excess of 40 hours in a week. The overtime compensation shall be at a rate equal to half-time the rate for the work performed in excess of the 40-hours per week. This compensation must be in the form of additional pay.

   b. Compensatory time-off does not apply to PAU staff.

2. The rate used to determine the overtime compensation rate will be adjusted upward to include any temporary pay, bonus pay, or other pay that the employee received during the week in which the hours over 40 were worked.

3. Additional options for compensating PAU Staff who work over their standard weekly hours but less than 40 hours are available in the Work Schedules policy.

### Rules related to compensatory time off for Support, Service, and PAO Staff (Compensatory time off does not apply to PAU and Temporary employees)

1. It is management’s choice as to which form of overtime pay is used and the decision should be announced to the employee before the overtime is worked.
2. Support and Service Staff employees should not accumulate more than 80 hours of compensatory time.

3. Staff classified as Professional Overtime Eligible (PAO) should not accumulate more than 160 hours of compensatory time.

4. The campus human resources office may approve higher accumulations for unusual circumstances that are in the University's best interest, up to the FLSA mandated limit of 240 hours; for law enforcement, fire protection, emergency response personnel, and employees engaged in seasonal activities, University Human Resources may approve accumulations up to 480 hours as allowed under the FLSA.

5. Unless a campus has established a different procedure, when the maximum accumulation has been reached, payment at a rate of pay equal to one and one-half the regular rate for the work performed is the only option until the accumulated compensatory time drops below the limit, and a department may also convert accumulated compensatory time to pay at any time.
   a. For Support Staff, all compensatory time off accumulated by an employee in excess of 80 hours on November 1st will be paid in the first pay period following November 1st. At this time, employees may choose to be paid for any accumulated compensatory time between 40 and 80 hours.
   b. For Service Staff, any compensatory time off accumulations in excess of 80 hours at the start of the first pay period after January 1st shall be paid or scheduled off at the discretion of the department.

6. Accumulated compensatory time off may be taken whenever it is mutually agreeable with the employee and the supervisor. See the Family and Medical Leave Act (FMLA) Rights policy for the provisions related to the use of compensatory time during an FMLA covered absence.

7. When an employee promotes, demotes or transfers to another department or to a position in the same department not eligible for overtime compensation, any accumulated compensatory time must be granted as time off or pay before the move.

8. When an employee leaves university employment, whether through voluntary or involuntary means, they will be paid any unused accruals of compensatory time.

Finishing up time at the end of a workday for Support, Service, PAO Staff and Temporary employees

1. At the end of a workday, employees occasionally need less than 15 minutes to complete their duties. Employees may be compensated for this time by allowing them to arrive to work late or leave work early, on another day of the same workweek. The late arrival or early departure time must not exceed the finishing up time.

2. When finishing up time results in more than 40 hours being worked in the workweek, the excess is recorded as overtime at the end of the workweek.

Secondary employment for Support, Service, and PAO/PAU Staff and Temporary employees

1. A full or part-time Support, Service, or PAO/PAU Staff employee may be employed as a Temporary employee in another department and a Temporary employee may have multiple temporary jobs.

2. The compensation for overtime when an employee has more than one job will be based on a weighted average calculation for each week of work. This calculation uses the rates of all jobs for which work time was recorded during the week.

3. For Staff employees with temporary jobs, the overtime will be applied to the time worked in the Temporary job first. Overtime will only be applied to the Staff job when time worked in the Staff job exceeds 40 hours in the week.

4. For Temporary employees with multiple temporary jobs, the overtime will be applied to the job or jobs worked after exceeding 40 hours of work in the week.

Overtime for supervisory staff

1. Supervisory Staff should not work overtime or assign themselves to work overtime, unless they are scheduled to supervise employees who are working overtime. If sufficient Support or Service Staff are not available, a General Supervisory Staff member may be scheduled to perform the required work.

Departmental and employee responsibilities

1. Departments are responsible for:
   a. Maintaining records of overtime worked and compensatory time earned and used.
b. Accurately reporting overtime worked and compensatory time earned and used on the university provided records.

2. Employees are responsible for:
   a. Obtaining supervisory authorization before working any overtime.
   b. Keeping an accurate record of actual time worked. Time is to be recorded daily or weekly as provided for on the university provided records.

Definitions

1. The University's workweek is defined as beginning and ending at 12:00 midnight on Saturday.
2. Overtime is defined as hours worked in excess of 40 hours in a workweek.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

Additional Contacts

Compensation
UHR
812-855-7321
salaryiu@iu.edu

Policy Interpretation
UHR
812-856-6047
hrpolicy@iu.edu

Policy Interpretation
Campus HR office
Various

History

The Fair Labor Standards Act (FLSA) was originally passed in 1938 and has been amended numerous times since then. In addition to regulations on overtime pay, the FLSA establishes minimum wage, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments.

Replaces the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Overtime Pay for Staff and Temporary Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>6.2 - Overtime Pay for Staff and Temporary Employees</td>
</tr>
<tr>
<td>CWA</td>
<td>5.3 - Overtime Pay for Staff and Temporary Employees</td>
</tr>
<tr>
<td>Professional and Support/Service Staff not covered by a union</td>
<td>4.4 - Overtime Pay for Staff and Temporary Employees</td>
</tr>
<tr>
<td>Temporary</td>
<td>4.2 - Overtime Pay for Staff and Temporary Employees</td>
</tr>
</tbody>
</table>
Replaces parts of the following policies:

<table>
<thead>
<tr>
<th>CWA</th>
<th>Professional Staff and Support and Service Staff not Covered by a Union</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.2 Rules and Guidelines for Filling Positions</td>
<td>3.2 Filling Positions</td>
</tr>
<tr>
<td>• F.1</td>
<td>• G.1.a.</td>
</tr>
<tr>
<td></td>
<td>• G.1.b.</td>
</tr>
</tbody>
</table>
INDIANA UNIVERSITY

Overtime

Scope

This policy applies to Support, Service, and Professional Overtime (PAO and PAU) Staff and Temporary employees who are covered by federal Fair Labor Standards Act (FLSA) overtime pay provisions.

Policy Statement

1. The Fair Labor Standards Act (FLSA) requires that covered employees receive overtime pay for work over 40 hours in a workweek. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 B.1. in part]
   a. Professional Exempt (PAE) Staff are not covered by FLSA overtime provisions and are not eligible for overtime pay under University policy. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 B.1. in part]
   b. All Support, Service, and Professional Overtime (PAO and PAU) Staff and all Temporary employees are covered by the FLSA and required to be paid overtime for work over 40 hours in a workweek. The University's workweek is defined as beginning and ending at 12:00 midnight on Saturday. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 B.2. in part]
      i. For Support, Service, and PAO Staff, overtime pay must be compensated at a time and one-half rate in the form of extra pay or compensatory time off subject to compensatory time off procedures (OVT or CPE). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 B.2. in part]
      ii. For PAU positions, overtime pay must be compensated at an additional half-time rate in the form of extra pay. Compensatory time off does not apply to PAU Staff (OVS). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 B.2. in part]
      iii. For Temporary employees, overtime pay must be compensated at a time and one-half rate in the form of extra pay. Compensatory time off does not apply to Temporary employees. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 Pol 3.]
2. Except for the paid time-off categories discussed below, paid time off such as vacation, PTO, sick time, Income Protection, and compensatory time off, does not count as part of the 40 hours in a week to determine if overtime pay is applicable and the amount of overtime pay that is due. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 Policy Statement 4]

3. It is the responsibility of supervisors to plan and schedule work of employees covered by FLSA provisions so that it can be performed within the regularly scheduled hours, unless overtime is necessary. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 Policy Statement 6]

4. Although mandatory overtime is discouraged, it is expected that employees will accept reasonable assignments to work overtime except where cases of personal emergency exist. It is the employee’s responsibility to bring to the supervisor’s attention the nature of a personal emergency so that the supervisor can make a decision to require the overtime work or not. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 Policy Statement 7]

5. Employees must have supervisory permission to work overtime. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 Policy Statement 6]

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**Reason for Policy**

The Fair Labor Standards Act is complex with a long history of federal regulations and rulings written to explain and aid in the application of the act. This policy provides University managers and supervisors with directions necessary to comply with overtime pay provisions of FLSA. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 C.] [PA/SS 2.7 B.1]

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**Procedures**

**Assigning overtime work for Support, Service, and Professional Overtime (PAO and PAU) Staff and Temporary employees**

1. When overtime work is scheduled in advance, departments should: [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.a.]
   a. Schedule qualified Staff employees so that they rotate turns having the opportunity to work the hours. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.a.i.]
   b. Schedule qualified Staff employees according to their seniority within an occupational unit. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.a.ii.]
      i. This provision does not apply when the assignment is for time immediately before or after the Staff employee’s regular hours and the work is the continuation of the employee’s regular work assignment. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.a.iii.]
c. Departments may have other overtime assignment arrangements for which there are long-standing practices and mutual, written agreements between management and a union which are recognized by the parties. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.a.v.]

2. Before overtime can be assigned to a Temporary employee within an occupational unit, the work must first be offered to all Staff employees within the respective employee group (i.e. Service, Support). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.b.]

3. When selecting a Staff or Temporary employee to work the assignment, it is the department's prerogative to determine whether an employee is qualified and can satisfactorily perform the required work. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.1.c.]

**Paid time-off that counts toward overtime pay for Staff employees**

1. The following six categories of paid-time-off count as part of the 40 hours in a week to determine if overtime pay is applicable and the amount of overtime pay that is due. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 B.5. and its subparts] [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.a.]

   a. Adverse Weather – Used only when the administration closes a campus due to adverse weather (WTH). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.a.i.]

   b. Adverse Working Conditions – Used only when a Chancellor, Provost, or Vice President closes all or part of a campus due to adverse working conditions (ADW). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.a.ii.]

   c. Emergency Rest Time – Used only for Service Maintenance Staff employees at Bloomington who have worked for more than 16 continuous hours and who are required to take time off from work immediately after the emergency has ended to insure an adequate break from work for safety purposes (ERT). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.1.iii.]

   d. Holiday – Used whenever any holiday time is taken, including on the day observed (HOL) and at a later time (HTK). Campus Holiday is included. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.1.iv.]

   e. Injury with pay-1st 7 days – Used to cover the time when the University is paying the employee’s full salary during the first seven calendar days of the injury. This benefit is limited to a total of 40 hours of INJ time per year. The other injury related time off codes will not count towards overtime. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.a.vi.]

   f. Union Administrative Time (UNB)

2. All other categories of paid time off do not count as part of the 40 hours in a week to determine if overtime pay is applicable. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.b.]
3. When an employee uses paid time off applied to any of these other categories (vacation, sick, PTO, etc.), there may be hours worked outside of the employee’s regular schedule that do not qualify to be paid as overtime. These hours worked will be compensated at a straight time rate either in the form of pay or compensatory time off at the department’s choice. Two new payroll codes have been developed to use for these hours: [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.c. and its subparts]
   a. NEP Non-overtime eligible pay
   b. NEC Non-overtime eligible comp time (no pay)

4. In units that permit flexible or alternate work schedules, adjustments may occur in the number of hours applied to time off. If a department has given the employee a flexible scheduling option—or an arrangement is made prior to taking the time off—the amount of time applied to vacation, sick, PTO or absent without pay time may be reduced so that the total of time off and time worked equals 40 hours with no NEP or NEC time. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.2.d.]

Compensation for overtime work for Support, Service, Temporary, and PAO Staff

1. Support, Service, and PAO Staff must receive overtime compensation for hours worked in excess of 40 hours in a week. The overtime compensation shall be at a time and one-half rate either in the form of pay or compensatory time off. Compensatory time off is subject to the rules below (OVT or CPE). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.3.a.]
   a. Temporary employees receive overtime pay at the rate of time and one half for the overtime work performed for hours worked in excess of 40 hours per workweek (OVT). Compensatory time off does not apply to Temporary employees. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.5.]

2. The rate used to determine the time and one-half FLSA rate will be calculated to include temporary pay, reward and recognition pay, premium pay, or other pay that the employee received during the week in which the hours over 40 were worked. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.3.b.]

Compensation for overtime work for PAU Staff

1. Overtime compensation for all PAU Staff employees.
   a. PAU Staff must receive overtime compensation for hours worked in excess of 40 hours in a week. The overtime compensation shall be at a rate equal to half-time the rate for the work performed in excess of the 40-hours per week (OVS). This compensation must be in the form of additional pay. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.4.a.]
b. Compensatory time-off does not apply to PAU staff. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.4.a. in spirit]

2. The rate used to determine the time and one-half FLSA rate will be calculated to include temporary pay, reward and recognition pay, premium pay, or other pay that the employee received during the week in which the hours over 40 were worked. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.4.b.]

3. Additional options for compensating PAU Staff who work over their standard weekly hours but less than 40 hours are available in the PAU policy.

Rules related to compensatory time off for Support, Service, and PAO Staff (Compensatory time off does not apply to PAU and Temporary employees)

1. It is management’s choice as to which form of overtime pay is used and the decision should be announced to the employee before the overtime is worked.

2. Support and Service Staff employees should not accumulate more than 80 hours of compensatory time. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.a.]

3. Staff classified as Professional Overtime Eligible (PAO) should not accumulate more than 160 hours of compensatory time. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.b.]

4. The campus human resources office may approve higher accumulations for unusual circumstances that are in the University's best interest, up to the FLSA mandated limit of 240 hours; for law enforcement, fire protection, emergency response personnel, and employees engaged in seasonal activities, University Human Resources may approve accumulations up to 480 hours as allowed under the FLSA. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.c.]

5. Unless a campus has established a different procedure, when the maximum accumulation has been reached, payment at a rate of pay equal to one and one-half the regular rate for the work performed is the only option until the accumulated compensatory time drops below the limit. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.d.]
   a. For Support Staff, all compensatory time off accumulated by an employee in excess of 80 hours on November 1st will be paid in the first pay period following November 1st. At this time, employees may choose to be paid for any accumulated compensatory time between 40 and 80 hours (CMP). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.d.i.]
   b. For Service Staff, any compensatory time off accumulations in excess of 80 hours at the start of the first pay period after January 1st shall be paid (CMP) or scheduled off at the discretion of the department (CPT). [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.d.ii.]

6. Accumulated compensatory time off may be taken whenever it is mutually agreeable with the employee and the supervisor. See the Family and Medical
Leave Act (FMLA) Rights policy for the provisions related to the use of compensatory time during an FMLA covered absence. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.e.]

7. A department or the employee may convert accumulated compensatory time to pay at any time. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.d.]

8. When an employee promotes, demotes or transfers to another department or to a position in the same department not eligible for overtime compensation, any accumulated compensatory time must be granted as time off or pay before the move. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.6.f.] [CWA 10.2 F.1.] [PA/SS 3.2 G.1.] [PA/SS 3.2 G.1.a.] [CWA 10.2 F.1.]

9. When an employee leaves university employment, whether through voluntary or involuntary means, they will be paid any unused accruals of compensatory time. [Separation Pay C.1.a.iii.]

Finishing up time at the end of a workday for Support, Service, PAO Staff and Temporary employees

1. At the end of a workday, employees occasionally need less than 15 minutes to complete their duties. Employees may be compensated for this time by allowing them to arrive to work late or leave work early, on another day of the same workweek. The late arrival or early departure time must not exceed the finishing up time. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.7.a.]

2. When finishing up time results in more than 40 hours being worked in the workweek, the excess is recorded as overtime at the end of the workweek. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.7.b.]

Secondary employment for Support, Service, and PAO/PAU Staff and Temporary employees

1. A full or part-time Support, Service, or PAO/PAU Staff employee may be employed as a Temporary employee in another department and a Temporary employee may have multiple temporary jobs. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.8.a.]

2. The compensation for overtime when an employee has more than one job will be based on a weighted average calculation for each week of work. This calculation uses the rates of all jobs for which work time was recorded during the week. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.8.b.]

3. For Staff employees with temporary jobs, the overtime will be applied to the time worked in the Temporary job first. Overtime will only be applied to the Staff job when time worked in the Staff job exceeds 40 hours in the week. [AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary 4.2 D.8.c.]

4. For Temporary employees with multiple temporary jobs, the overtime will be applied to the job or jobs worked after exceeding 40 hours of work in the week.
Overtime for supervisory staff

1. Supervisory Staff should not work overtime or assign themselves to work overtime, unless they are scheduled to supervise employees who are working overtime. If sufficient Support or Service Staff are not available, a General Supervisory Staff member may be scheduled to perform the required work.

Departmental and employee responsibilities

1. Departments are responsible for:
   a. Maintaining records of overtime worked and compensatory time earned and used.
   b. Accurately reporting overtime worked and compensatory time earned and used on the university provided records.

2. Employees are responsible for:
   a. Obtaining supervisory authorization before working any overtime.
   b. Actual time worked must be recorded pursuant to the Time policy.

Definitions

1. The University's workweek is defined as beginning and ending at 12:00 midnight on Saturday.
2. Overtime is defined as hours worked in excess of 40 hours in a workweek.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.
Related Information

Fair Labor Standards Act (FLSA)
Work Schedules policies
Family and Medical Leave Act (FMLA) Rights policy
Compensatory time off procedures

History

Replaces the following policies

AFSCME (BL, IN, SB) 6.2 • CWA 5.3 • PA/SS 4.4 • Police (BL, IN, SB) • Temporary
4.2 Overtime Pay for Staff and Temporary Employees

Replaces parts of the following policies

AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE)
Separation Pay
  • C.1.a.iii.
  • C.3.a.ii.

CWA 10.2 Rules and Guidelines for Filling Positions
  • F.1.

PA/SS 3.2 Filling Positions
  • G.1.a.
  • G.1.b.
Paid Time Off (PTO) for PA
HR

About This Policy

Effective Date:

Last Updated:
12-02-2015

Responsible University Office:
University Human Resources

Responsible University Administrator:
Vice President and Chief Financial Officer

Policy Contact:
University Human Resources
hrpolicy@iu.edu

Related Information

* Separation Pay for Unused Time Off Accruals

Scope

Policy Statement

Procedure

Sanctions

History

Scope

This policy applies to Professional Staff employees.

Policy Statement

1. Indiana University believes that full-time Professional Staff employees should be afforded certain amounts of paid leave to conduct personal affairs and to have a break from the demands of work. Managers are encouraged to support this purpose by anticipating paid time-off in formulating organizational structures and work schedules.

2. This policy provides Professional (PA) Staff employees (who were hired after January 1, 1985) with a structured benefit plan for pay during certain periods of leave as a component of total compensation. Several types of personal leave are covered by this single benefit plan, including vacation time, personal or family sickness, attendance at a funeral, and other personal affairs.

3. In addition to PTO, Professional Staff are provided other paid time-off benefits: holidays, voting and court duty, and military duty. See the associated policies for specific details.
4. Professional Staff classified as PAO or PAU are covered by the federal Fair Labor Standards Act's (FLSA) recordkeeping and overtime provisions. Positions in this classification are paid an hourly rate, with total pay based on the number of hours worked and hours covered by a paid leave plan.
   a. Employees and managers are expected to maintain accurate records of specific hours worked, overtime and compensatory time, hours covered by PTO, and other paid leave plans.
   b. Hours worked in excess of 40 hours in the University's work week, which starts and stops on Saturday at midnight, are covered as overtime or compensatory time. See the Overtime policy for details.

5. Professional Staff classified as PAE are exempt from FLSA overtime provisions and are not eligible for overtime pay. Positions in this classification are paid a monthly salary based on the position's FTE (full time equivalency) status and the accomplishment of goals or objectives.
   a. PAE classified employees and their managers are not expected to maintain records of specific hours worked. It is expected that PAE employees and their managers are ensuring that the average weekly work effort in each month is consistent with the position's FTE status. (For example, a 100% FTE position is expected to work an average of at least 40 hours a week during a month; a 50% FTE position is expected to work an average of at least 20 hours per week.)

6. Managers and Professional Staff may set up alternative work schedules, either on an on-going or ad-hoc basis. See the Alternative Work Schedule policy for details.

7. See the History section of this policy for an explanation of the transition from PB (prior to 1985) to PA leave categories.

Procedure

General Paid Time Off (PTO) for Professional Staff

1. University service credit is used to calculate the amount of PTO staff earn in this time off plan. See the PTO Accruals section for details.
   a. “University service” includes service as Temporary with Retirement employee and any other Staff or Academic position eligible for benefits.

2. Staff earn PTO hours while in pay status and certain defined periods of absent-without-pay status. For details see Time Off Accruals During Absence.

3. There is no accrual of PTO during the following time periods:
   a. A formal leave of absence
   b. A temporary or permanent reduction in force
   c. An absence without pay as defined in the Time Off Accruals During Absences policy

4. All Professional Staff employees and their managers are responsible for accurately recording PTO and other paid time-off usage (e.g., holidays, jury duty, etc.), and any absence without pay.
   a. It is management’s responsibility to monitor attendance and the accurate recording of time-off, including partial day absences, and to address unacceptable patterns of attendance through the Corrective Action policy.

5. Employees cannot "borrow" future accruals of PTO with one exception. A new employee hired on October 1 or later may borrow PTO needed to cover a department's closing between Christmas and New Year holidays if the employee has not accrued enough PTO to cover the closing.

6. PTO can be used to cover military training not covered by the provisions of the Leaves for Military Duty policy.

7. PTO can be used for bereavement time, funeral attendance, and activities related to the funeral. (Professional Staff do not have a separate benefit for bereavement leave.)

8. Part-time employees accrue a prorated amount of PTO according to their position's FTE status.

Approvals for Usage

1. Employees must have supervisory approval to use PTO, except as noted below.
a. Employees who encounter a personal or family illness or an emergency may charge the time off to PTO. The employee must notify the supervisor as soon as possible as to the reason for the time off and the expected date/time of return. The employee may be required to provide documentation regarding the nature and circumstances of the absence.

2. A department head may approve a request for time off without pay even if the employee has PTO available to cover all or part of the absence. This provision only applies to full day absences, and must be approved in advance by the employee’s department head. There are two cases in which there are restrictions affecting this department head option:
   a. Employees are not permitted to take FMLA covered absences without pay if they have paid time off available. See the FMLA policy for details.
   b. Employees have the choice to use or not use PTO for absences under the Leaves for Military Duty policy. See the Military Leave policy for details.

3. If two or more employees request time off for the same time period, and the department's staffing needs do not allow both employees to be off, the person with unit seniority is generally given preference. However, if a supervisor has previously given permission to a less senior employee for the same time period, that employee's request is honored.

**Calendar Year–End Unused PTO Accrual Balances**

1. Each employee and the employing department records time off accruals and usage. These records are subject to audit throughout the year. At the end of each calendar year, time off balances are sent to the campus payroll department. Time off is recorded in eight (8) hour increments with the following exceptions:
   a. Adverse Weather
   b. Adverse Working conditions
   c. Family Medical Leave Act (FMLA)
   d. Flexible work schedule
   e. Military leave
   f. Worker’s Compensation

2. Up to the annual accrual amount of PTO may be carried over into the following calendar year:
   a. Employees with fewer than 60 months of University service may carry over 240 hours.
   b. Employees with 60 months or more of University service may carry over 288 hours.
   c. Employees may carry over 288 hours at the end of the year in which the monthly accrual rate increases to 24 hours for PAE Staff and the bi-weekly accrual rate increases to 11.08 hours for PAO and PAU Staff.

3. Carryover amounts are recorded as beginning PTO balances for the new calendar year. Such balances do not increase the annual allowance for the new calendar year, but do allow Staff to use the time earlier in the year.

4. **PTO Sick Leave**
   a. At the end of each calendar year, full-time (100% FTE) employees with PTO hours that cannot be carried over will have up to 96 of those hours allocated to a PTO Sick Leave account. For part-time employees, this amount is prorated by their position's FTE percent. There is no limit on the total amount of time an employee may have in her or his PTO Sick Leave account.
   b. Employees may use time from their PTO Sick Leave account to cover personal or family illness or Worker's Compensation supplemental pay. Managers may require confirmation of illness or injury through a licensed physician's statement. Persons qualifying as family include the following:
      i. A spouse as defined by Indiana law, or same sex domestic partner as qualified by the University's Affidavit of Domestic Partnership
      ii. An unmarried child at home including the child of the same sex domestic partner
      iii. Relatives of the employee, spouse, or same sex domestic partner who are living with the employee
      iv. Parents, children, grandparents, grandchildren, brothers, sisters and relatives of the spouse or same sex domestic partner of the same degree who are solely dependent on the employee for emergency care.
   c. Employees may use time from their PTO Sick Leave account to cover funeral attendance.
d. PTO Sick Leave Allocation
   
i. Employees with PTO hours in excess of the carry-over maximums will have the excess hours up to a limit of 96 hours allocated to their PTO Sick Leave account.
   
ii. Unused year-end PTO accruals that cannot be carried over into the next calendar year or allocated to the PTO Sick Leave account are forfeited.
   
iii. For example, Jane Doe – with 72 months of employment - has the following:
       a. Her yearend PTO balance is 400 hours.
       b. 288 hours of her PTO balance can be carried over to the new calendar year.
       c. 96 hours of the remaining 112 balance (400-288) are rolled over into the sick leave account.
       d. The remaining 16 hours (112-96) are forfeited.

5. If an employee’s FTE changes during the year, the maximum usage of PTO in that year is based on the higher FTE. Employees may use 288 hours in the year in which the 60th month of University service is completed.
   a. The following leaves do not count toward this annual PTO usage limit:
      i. PTO taken as part of a FMLA leave of absence. See the FMLA policy for details.
      ii. PTO taken to cover military training.
      iii. PTO taken to supplement Workers' Compensation.
      iv. PTO taken under the University’s Adverse Working Conditions policy or the Pandemic Emergency policy.

Effect of Classification Changes (promotion, demotion, transfer, or reclassification) and Reduction of FTE

1. From a Support and Service Staff position to a Professional Staff position
   a. The balance of Income Protection time is transferred into PTO Sick Leave account.
   b. The balance of Vacation time is transferred into a PTO account. This amount serves as the beginning balance.
      i. If the balance exceeds the maximum usage amount allowed, the excess time is carried over as PTO, but it must be used or transferred to the PTO Sick Leave account by the end of the following year.
      ii. The limit on the maximum usage of PTO in a year is waived during this period subject to scheduling with management.
      iii. The 96 hour maximum amount of PTO that can be transferred to the PTO Sick Leave account is waived at the end of the first year and the end of the following year.
      iv. Holiday time not yet used is transferred.

2. From a Professional Staff position to a Support and Service Staff position
   a. The PTO balance is transferred to a Vacation time account.
   b. The PTO Sick Leave account balance is transferred to an Income Protection time account.
   c. Any previously accrued Honorary Vacation is transferred to the vacation time account.

3. From an Academic, full-time, 10 or 12 month, appointment to a Professional Staff position
   a. The balance of vacation (up to a maximum of 22 days, 176 hours) is transferred into a PTO account. The employee’s academic unit is to certify to University Human Resources the amount of vacation time to transfer. This amount serves as the beginning balance.
   b. A beginning balance in the PTO Sick Leave account is established based on one-half day of sick leave for each month of University service credit.

4. From a Professional Staff position to an Academic appointment. PTO and PTO Sick Leave account balances do not transfer to an Academic appointment. Accumulated time off is paid in accordance with the Payment of Unused Accruals upon Termination below.

5. From the PB time off plan to the PTO plan for PA Staff
   a. The balance of sick leave time is transferred into a PTO Sick Leave account.
b. The balance of vacation time and bonus holidays -- up to the maximum amount allowed in the new plan -- is transferred into a PTO account. This amount serves as the beginning balance.

c. The balance of any Honorary Vacation is transferred to an Honorary Vacation account. No additional Honorary Vacation is earned. With supervisory approval, 100% FTE Staff may use up to a maximum of 60 of the Honorary Vacation days per year. Part-time employees may use a portion of this amount, prorated by their FTE percent. This limit does not apply to use of Honorary Vacation for a FMLA leave of absence.

d. The provisions of the time off plan associated with the specified classification will then be applied for accruals and usage.

Payment of Unused Accruals upon Termination

1. All PTO accrued and unused at the end of the last day of employment is paid.

2. Some Professional Staff on the PA time off plan receive separation payment for accrued PTO Sick Leave account hours when they leave employment. To be eligible, the employee must separate with IU Retiree status, be covered by PERF or the IU Retirement Plan 11.25% contribution level, and have more than 152.0 PTO Sick Leave account hours. Eligible Staff receive pay at the rates listed below

   a. 25% of pay for 152.0 through 312.0 hours.
   b. 50% of pay for hours more than 312 hours.

3. All employees on the PA time off plan receive the accrued benefits described below, whether or not the employee gives or receives notice of separation.

   a. Holidays that are still eligible for use within the specific time allowed.
   b. Paid Time Off (PTO) balance.
   c. Compensatory time off for PAO and PAU Staff.
   d. Honorary vacation balance, up to a maximum of 60 days (480 hours) for 100% FTE staff. (Professional staff employed prior to 1985—or promoted from a Support and Service position to a PA position prior to May 2002—may have previously accrued honorary vacation.)
   e. Except as provided below for separations with IU Retiree status or at time of death, employees do not receive separation pay for sick bank accruals.

4. Staff covered by the IU Retirement Plan 10%, 12%, or 15% contribution levels do not receive separation payment for unused PTO Sick Leave account accruals with one exception. Employees in the 12% contribution level who have more than 50% of their years of IU employment in a PERF covered position will receive a prorated amount of the PTO Sick Leave account payment based on the percentage of total IU employment under PERF.

   a. Professional Staff in the IU Retirement 15% Plan will have vacation or PTO deducted from the interim benefits payment. Contact the campus human resources office for details.

5. The payment for unused PTO accruals and any PTO Sick Leave accruals is treated as taxable income, subject to federal and state income taxes and employment taxes.

Paid Time Off (PTO) for PAE Staff

1. PAE Professional Staff are paid monthly and accrue PTO hours at the end of each month, which can be used in following months, based on the below policy provisions.

   a. General guidelines for managers:
      i. Employees are paid a monthly salary based on FTE status and the accomplishment of goals and objectives, and work effort may exceed the position's FTE status (i.e. more than 40 hours a week) without overtime or compensatory time. (PAE Staff are not eligible for overtime or compensatory time.)
      ii. On a periodic basis for many PAE Staff, and on a regular basis for high-level PAE Staff, work effort may substantially exceed the position's FTE status.
      iii. A PAE employee off from work on PTO, who engages in incidental work activities from home or elsewhere through email, telephone, or other communication devices, is still to charge the day to PTO.
2. PTO may only be used after the end of month it is accrued. PTO cannot be used in the month in which it is accrued.
3. PTO accruals must be taken in full-day increments of 8 hours per day.

**Recording PTO Usage**

1. The process for recording PTO must contain the following provisions at a minimum.
   a. Staff are to record PTO usage at least monthly.
   b. The use of PTO is to be maintained on a University-provided record. (PAE employees use the University’s ePTO system.)
   c. At the end of each month, supervisors are to review employees’ records to confirm accuracy and make any necessary corrections.

2. With the exception of FMLA and Worker’s Comp covered absences, under FLSA regulations, any reductions in salary for a PAE Staff employee can only be made in full day increments. If any portion of a day is worked and/or covered by PTO, PTO Sick Leave, or other paid time-off benefits, then the employee must receive full pay for the day. See the FMLA or the Injury on the Job policy for more information.

**PTO Accruals**

1. PTO accruals are based on the following table, subject to the below provisions:

<table>
<thead>
<tr>
<th>University Service</th>
<th>PTO Accrual Per Bi-weekly Pay Period</th>
<th>Annual Equivalent Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the first 60 months</td>
<td>20 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>On and After 60 months</td>
<td>24 hours</td>
<td>288 hours</td>
</tr>
</tbody>
</table>

2. In the first and last month of employment, the amount of PTO accrued is prorated based on the number of work days in pay status in that month.

3. The amount of PTO accrued in a monthly pay period is prorated based upon the amount of time in pay status in the month.

4. Staff begin to accrue 24 hours per monthly pay period at the end of the month in which the 60th month of University service is completed.

5. The maximum usage of PTO in a calendar year is equal to 240 hours or 288 hours prorated by their position's FTE status.

6. Existing PTO and Sick Leave account balances carry forward. The provisions of the time off plan identified with the new classification will then be applied for usage.

7. PTO is accrued at the end of the last work day of the month and is available to use on the first workday of the next monthly pay period.

**Paid Time Off (PTO) for PAO Staff**

1. PAO Professional Staff are paid bi-weekly and accrue PTO hours at the end of each bi-weekly pay period, which can be used in following pay periods, based on the below policy provisions.
   a. General guidelines for managers:
      i. Actual hours worked and time-off are to be recorded in the University's payroll system, with employee's pay based on hours worked, any overtime, compensatory time used, and paid time-off used.
      ii. Hours worked in excess of 40 hours in the University's work week are to be paid as overtime or accrued as compensatory time, in accordance with federal regulations and the associated University policy, without exception.
You are viewing this policy in the REVIEW SITE.

iii. All time not worked based on the position's FTE status (i.e. actual work less than 40 hours a week) should be counted as PTO, another paid leave, or absence without pay.

2. PTO may only be used after the end of the bi-weekly pay period in which it is accrued. PTO accrued in a bi-weekly pay period cannot be used in the pay period in which it is accrued.

3. PTO accruals must be taken and recorded in exact number of hours, including tenths of hours.

Recording PTO Usage

1. The process for recording PTO must contain the following provisions at a minimum.
   a. Staff are to record PTO usage at least weekly.
   b. The use of PTO is to be maintained on a University-provided record. (PAO employees use the University's TIME system.)
   c. After the end of each bi-weekly pay period for PAO employees, supervisors are to review employees’ records to confirm accuracy and make any necessary corrections.
   d. PTO Sick Leave accruals must be taken and recorded in exact number of hours, including tenths of hours.

PTO Accruals

1. PTO accruals are based on the following table, subject to the below provisions:

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<tr>
<th>University Service</th>
<th>PTO Accrual Per Bi-weekly Pay Period</th>
<th>Annual Equivalent Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the first 60 months</td>
<td>9.24 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>On and After 60 months</td>
<td>11.08 hours</td>
<td>288 hours</td>
</tr>
</tbody>
</table>

2. PTO is accrued at the end of the bi-weekly pay period and is available to use on the first workday of the next bi-weekly pay period.

3. In the first and last bi-weekly pay period, the amount of PTO accrued is prorated based on the number of hours in pay status in that pay period.

4. The amount of PTO accrued in a bi-weekly pay period is prorated based upon the amount of time in pay status in the pay period.

5. Staff begin to accrue 11.08 hours per bi-weekly pay period at the end of the pay period in which the 60th month of University service is completed.

6. The maximum usage of PTO in the 26 consecutive bi-weekly pay periods beginning with the pay period in which January 1st falls and continuing through the last full pay period in December is equal to 240 hours or 288 hours prorated by their position's FTE status.

7. Existing PTO and PTO Sick Leave account balances carry forward. The provisions of the time off plan identified with the new classification will then be applied for usage.

Paid Time Off (PTO) for PAU Staff

1. PAU Professional Staff are paid bi-weekly and accrue a certain number of PTO hours at the end of each bi-weekly pay period, which can be used in following pay periods, based on the below policy provisions.
   a. General guidelines for managers:
      i. Actual hours worked and time-off are to be recorded in the University's payroll system, with employee's pay based on hours worked, any overtime, compensatory time used, and paid time-off used.
ii. Hours worked in excess of 40 hours in the University's work week are to be paid as overtime or accrued as compensatory time, in accordance with federal regulations and the associated University policy, without exception.

iii. All time not worked based on the position's FTE status (i.e. actual work less than 40 hours a week) should be counted as PTO, another paid leave, or absence without pay.

2. PTO may only be used after the end of the bi-weekly pay period in which it is accrued. PTO accrued in a bi-weekly pay period cannot be used in the pay period in which it is accrued.

3. PTO accruals must be taken and recorded in exact number of hours, including tenths of hours.

**Recording PTO Usage**

1. The process for recording PTO must contain the following provisions at a minimum.
   a. Staff are to record PTO usage at least weekly.
   b. The use of PTO is to be maintained on a University-provided record. (PAU employees use the University's TIME.)
   c. After the end of each bi-weekly pay period for PAU employees, supervisors are to review employees’ records to confirm accuracy and make any necessary corrections.
   d. PTO Sick Leave accruals must be taken and recorded in exact number of hours, including tenths of hours.

**PTO Accruals**

1. PTO accruals are based on the following table, subject to the below provisions:

<table>
<thead>
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2. PTO is accrued at the end of the bi-weekly pay period and is available to use on the first workday of the next bi-weekly pay period.

3. In the first and last bi-weekly pay period, the amount of PTO accrued is prorated based on the number of hours in pay status in that pay period.

4. The amount of PTO accrued in a bi-weekly pay period is prorated based upon the amount of time in pay status in the pay period.

5. Staff begin to accrue 11.08 hours per bi-weekly pay period at the end of the pay period in which the 60th month of University service is completed.

6. The maximum usage of PTO in the 26 consecutive bi-weekly pay periods beginning with the pay period in which January 1st falls and continuing through the last full pay period in December is equal to 240 hours or 288 hours prorated by their position's FTE status.

7. Existing PTO and PTO Sick Leave account balances carry forward. The provisions of the time off plan identified with the new classification will then be applied for usage.

**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.
History

This policy replaces the following policies:

<table>
<thead>
<tr>
<th>Professional Staff and Support and Service Staff not Covered by a Union</th>
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Separation Pay

- C.1.a.
- C.1.a.i.
- C.1.a.iii.
- C.1.a.iv.
- C.1.a.v.
- C.2.a.i.
- C.2.a.ii.first dot
- C.2.a.ii.second dot
- C.2.a.ii.third dot
- C.2.b.iv.
- C.2.b.iv.first dot
- C.2.b.iv.second dot
- C.2.b.v.
- C.2.c.i.
- C.2.c.ii.
- C.2.c.iii.
- C.2.d.i.
- C.4.b.
- C.4.b.i.
- C.4.b.ii.

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</table>

- A.1.
- A.1.a.
- A.1.b.
- A.2.
- A.3.
- B.1.
- B.2.
- B.3.
- E.2.

Fact Sheet #2 - Time Off Provisions for Part-Time Professional Staff

- A.1.

1. Indiana University approved the merging of administrative (AD), professional (PR), other academic (OA), and counseling (CN) positions into one functional classification called professional. At the same time, a new paid time off benefits plan was authorized for this group of employees. Both actions were effective January 1, 1985.

   a. Enrollment in the new paid time off plan was optional for persons already employed by IU. Those who enrolled in the plan are identified as being in the PA Paid Time Off Plan.

2. Employees who were previously called administrative (AD) or professional (PR) and who elected to remain in the previous time off benefit plan are identified as being in the PB Time Off Plan. The specific policies on time off benefits of the PB Time Off Plan are contained in the Paid Time Off for PB policy.

3. Employees previously called other academic (OA) or counseling (CN) and who elected to remain in their previous fringe benefits plan should contact the Dean of the Faculties Office for related policies and procedures. These positions are identified as being in the PC Time Off Plan.
Paid Time Off (PTO) for PA

Scope

This policy applies to Professional Staff employees.

Policy Statement

1. Indiana University believes that full-time Professional Staff employees should be afforded certain amounts of paid leave to conduct personal affairs and to have a break from the demands of work. Managers are encouraged to support this purpose by anticipating paid time-off in formulating organizational structures and work schedules. [PA/SS 10.6 A.2.]

2. This policy provides Professional (PA) Staff employees (who were hired after January 1, 1985) with a structured benefit plan for pay during certain periods of leave as a component of total compensation. [PA/SS 10.6 A.1.] Several types of personal leave are covered by this single benefit plan, including vacation time, personal or family sickness, attendance at a funeral, and other personal affairs. [PA/SS 10.6 B.1.]

3. In addition to PTO, Professional Staff are provided other paid time-off benefits: holidays, voting and court duty, and military duty. See the associated policies for specific details. [PA/SS 10.6 A.3.]

4. Professional Staff classified as PAO or PAU are covered by the federal Fair Labor Standards Act's (FLSA) recordkeeping and overtime provisions. Positions in this classification are paid an hourly rate, with total pay based on the number of hours worked and hours covered by a paid leave plan. [PA/SS 10.6 A.4. in part]
   a. Employees and managers are expected to maintain accurate records of specific hours worked, overtime and compensatory time, hours covered by PTO, and other paid leave plans. [PA/SS 10.6 A.4. in part]
   b. Hours worked in excess of 40 hours in the University's work week, which starts and stops on Saturday at midnight, are covered as overtime or compensatory time. See the Overtime policy for details. [PA/SS 10.6 A.4. in part]

5. Professional Staff classified as PAE are exempt from FLSA overtime provisions and are not eligible for overtime pay. Positions in this classification are paid a monthly salary based on the position's FTE (full time equivalency) status and the accomplishment of goals or objectives. [PA/SS 10.6 A.5. in part]
a. PAE classified employees and their managers are not expected to maintain records of specific hours worked. It is expected that PAE employees and their managers are ensuring that the average weekly work effort in each month is consistent with the position’s FTE status. (For example, a 100% FTE position is expected to work an average of at least 40 hours a week during a month; a 50% FTE position is expected to work an average of at least 20 hours per week.) [PA/SS 10.6 A.5. in part]

6. Managers and Professional Staff may set up alternative work schedules, either on an on-going or ad-hoc basis. See the Alternative Work Schedule policy for details. [PA/SS 10.6 A.6.]

7. See the History section of this policy for an explanation of the transition from PB (prior to 1985) to PA leave categories.

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**Procedures**

**General Paid Time Off (PTO) for Professional Staff**

1. University service credit is used to calculate the amount of PTO staff earn in this time off plan. [PA/SS 10.7 B.1. in part] See the PTO Accruals section for details.
   a. “University service” includes service as Temporary with Retirement employee and any other Staff or Academic position eligible for benefits. [PA/SS 10.6 C.8.]

2. Staff earn PTO hours while in pay status and certain defined periods of absent-without-pay status. [PA/SS 10.7 B.2. in part] For details see Time Off Accruals During Absence.

3. There is no accrual of PTO during the following time periods: [PA/SS 10.6 C.5.]
   a. A formal leave of absence [PA/SS 10.6 C.5.a.]
   b. A temporary or permanent reduction in force [PA/SS 10.6 C.5.b.]
   c. An absence without pay as defined in the Time Off Accruals During Absences Policy [PA/SS 10.6 C.5.c.]

4. All Professional Staff employees and their managers are responsible for accurately recording PTO and other paid time-off usage (e.g., holidays, jury duty, etc.), and any absence without pay. [PA/SS 10.6 B.4.]
   a. It is management’s responsibility to monitor attendance and the accurate recording of time-off, including partial day absences, and to address unacceptable patterns of attendance through the Corrective Action policy. [PA/SS 10.6 E.5.]

5. Employees cannot "borrow" future accruals of PTO with one exception. A new employee hired on October 1 or later may borrow PTO needed to cover a department's closing between Christmas and New Year holidays if the employee has not accrued enough PTO to cover the closing. [PA/SS 10.6 D.2.]

6. PTO can be used to cover military training not covered by the provisions of the Leaves for Military Duty policy. [PA/SS 10.6 D.4.]

7. PTO can be used for bereavement time, funeral attendance, and activities related to the funeral. (Professional Staff do not have a separate benefit for bereavement leave.) [PA/SS 10.6 D.5.]
8. Part-time employees accrue a prorated amount of PTO according to their position's FTE status. [PA/SS 10.6 C.4.] [PA/SS FF2 A.1.]

**Approvals for Usage**

1. Employees must have supervisory approval to use PTO, except as noted below. [PA/SS 10.6 E.1.] [PA/SS 10.7 E.2.]
   a. Employees who encounter a personal or family illness or an emergency may charge the time off to PTO. The employee must notify the supervisor as soon as possible as to the reason for the time off and the expected date/time of return. The employee may be required to provide documentation regarding the nature and circumstances of the absence. [PA/SS 10.6 E.2.]

2. A department head may approve a request for time off without pay even if the employee has PTO available to cover all or part of the absence. This provision only applies to full day absences, and must be approved in advance by the employee’s department head. There are two cases in which there are restrictions affecting this department head option: [PA/SS 10.6 E.3.]
   a. Employees are not permitted to take FMLA covered absences without pay if they have paid time off available. See the FMLA policy for details. [PA/SS 10.6 E.3.a.]
   b. Employees have the choice to use or not use PTO for absences under the Leaves for Military Duty policy. See the Military Leave policy for details. [PA/SS 10.6 E.3.b.]

3. If two or more employees request time off for the same time period, and the department's staffing needs do not allow both employees to be off, the person with unit seniority is generally given preference. However, if a supervisor has previously given permission to a less senior employee for the same time period, that employee's request is honored. [PA/SS 10.6 E.4.]

**Calendar Year–End Unused PTO Accrual Balances**

1. Each employee and the employing department records time off accruals and usage. These records are subject to audit throughout the year. At the end of each calendar year, time off balances are sent to the campus payroll department. [PA/SS 10.7 B.3.] Time off is recorded in eight (8) hour increments with the following exceptions:
   a. Adverse Weather
   b. Adverse Working conditions
   c. Family Medical Leave Act (FMLA)
   d. Flexible work schedule
   e. Military leave
   f. Worker’s Compensation

2. Up to the annual accrual amount of PTO may be carried over into the following calendar year: [PA/SS 10.6 G.1.]
   a. Employees with fewer than 60 months of University service may carry over 240 hours. [PA/SS 10.6 G.1.a.]
b. Employees with 60 months or more of University service may carry over 288 hours. [PA/SS 10.6 G.1.b.]

c. Employees may carry over 288 hours at the end of the year in which the monthly accrual rate increases to 24 hours for PAE Staff and the bi-weekly accrual rate increases to 11.08 hours for PAO and PAU Staff. [PA/SS 10.6 G.1.c.]

3. Carryover amounts are recorded as beginning PTO balances for the new calendar year. Such balances do not increase the annual allowance for the new calendar year, but do allow Staff to use the time earlier in the year. [PA/SS 10.6 G.2.]

4. PTO Sick Leave
   a. At the end of each calendar year, full-time (100% FTE) employees with PTO hours that cannot be carried over will have up to 96 of those hours allocated to a PTO Sick Leave account. For part-time employees, this amount is prorated by their position's FTE percent. There is no limit on the total amount of time an employee may have in her or his PTO Sick Leave account. [PA/SS 10.6 H.1.]
   
   b. Employees may use time from their PTO Sick Leave account to cover personal or family illness or Worker's Compensation supplemental pay. Managers may require confirmation of illness or injury through a licensed physician's statement. Persons qualifying as family include the following: [PA/SS 10.6 H.2.]
      
      i. A spouse as defined by Indiana law, or same sex domestic partner as qualified by the University's Affidavit of Domestic Partnership [PA/SS 10.6 H.2.a.]
      
      ii. An unmarried child at home including the child of the same sex domestic partner [PA/SS 10.6 H.2.b.]
      
      iii. Relatives of the employee, spouse, or same sex domestic partner who are living with the employee [PA/SS 10.6 H.2.c.]
      
      iv. Parents, children, grandparents, grandchildren, brothers, sisters and relatives of the spouse or same sex domestic partner of the same degree who are solely dependent on the employee for emergency care. [PA/SS 10.6 H.2.d.]
   
   c. Employees may use time from their PTO Sick Leave account to cover funeral attendance. [PA/SS 10.6 H.3.]
   
   d. PTO Sick Leave Allocation
      
      i. Employees with PTO hours in excess of the carry-over maximums will have the excess hours up to a limit of 96 hours allocated to their PTO Sick Leave account. [PA/SS 10.6 G.3.]
      
      ii. Unused year-end PTO accruals that cannot be carried over into the next calendar year or allocated to the PTO Sick Leave account are forfeited. [PA/SS 10.6 G.4.]
      
      iii. For example, Jane Doe – with 72 months of employment - has the following:
          
          1. Her yearend PTO balance is 400 hours.
          2. 288 hours of her PTO balance can be carried over to the new calendar year.
          3. 96 hours of the remaining 112 balance (400-288) are rolled over into the sick leave account.
4. The remaining 16 hours (112-96) are forfeited.
5. If an employee’s FTE changes during the year, the maximum usage of PTO in that year is based on the higher FTE. Employees may use 288 hours in the year in which the 60th month of University service is completed. [PA/SS 10.6 D.3.c.]
   a. The following leaves do not count toward this annual PTO usage limit: [PA/SS 10.6 D.3.d. and it’s subpart]
      i. PTO taken as part of a FMLA leave of absence. See the FMLA policy for details.
      ii. PTO taken to cover military training.
      iii. PTO taken to supplement Workers' Compensation.
      iv. PTO taken under the University’s Adverse Working Conditions policy or the Pandemic Emergency policy.

Effect of Classification Changes (promotion, demotion, transfer, or reclassification) and Reduction of FTE

1. From a Support and Service Staff position to a Professional Staff position [PA/SS 10.6 J.3.]
   a. The balance of Income Protection time is transferred into PTO Sick Leave account. [PA/SS 10.6 J.3.a.]
   b. The balance of Vacation time is transferred into a PTO account. This amount serves as the beginning balance. [PA/SS 10.6 J.3.b.]
      i. If the balance exceeds the maximum usage amount allowed, the excess time is carried over as PTO, but it must be used or transferred to the PTO Sick Leave account by the end of the following year. [PA/SS 10.6 J.3.b.i. in part]
      ii. The limit on the maximum usage of PTO in a year is waived during this period subject to scheduling with management. [PA/SS 10.6 J.3.b.i. in part]
      iii. The 96 hour maximum amount of PTO that can be transferred to the PTO Sick Leave account is waived at the end of the first year and the end of the following year. [PA/SS 10.6 J.3.b.i. in part]
   c. Holiday time not yet used is transferred. [PA/SS 10.6 J.3.c.]
2. From a Professional Staff position to a Support and Service Staff position [PA/SS 10.6 J.4.]
   a. The PTO balance is transferred to a Vacation time account. [PA/SS 10.6 J.4.a.]
   b. The PTO Sick Leave account balance is transferred to an Income Protection time account. [PA/SS 10.6 J.4.b.]
   c. Any previously accrued Honorary Vacation is transferred to the vacation time account. [PA/SS 10.6 J.4.c. ] [AFSCME(BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police(BL, IN, NW, SB, SE) Separation Pay C.1.a.iv. in part]
3. From an Academic, full-time, 10 or 12 month, appointment to a Professional Staff position [PA/SS 10.6 J.5.]
   a. The balance of vacation (up to a maximum of 22 days, 176 hours) is transferred into a PTO account. The employee’s academic unit is to
certify to UHR the amount of vacation time to transfer. This amount serves as the beginning balance. [PA/SS 10.6 J.5.a]

b. A beginning balance in the PTO Sick Leave account is established based on one-half day of sick leave for each month of University service credit. [PA/SS 10.6 J.5.b]

4. From a Professional Staff position to an Academic appointment. PTO and PTO Sick Leave account balances do not transfer to an Academic appointment. Accumulated time off is paid in accordance with the Payment of Unused Accruals upon Termination below. [PA/SS 10.6 J.6] [PA/SS 10.6 J.6.a]

5. From the PB time off plan to the PTO plan for PA Staff [PA/SS 10.6 J.2]
   a. The balance of sick leave time is transferred into a PTO Sick Leave account. [PA/SS 10.6 J.2.a]
   b. The balance of vacation time and bonus holidays -- up to the maximum amount allowed in the new plan -- is transferred into a PTO account. This amount serves as the beginning balance. [PA/SS 10.6 J.2.b]
   c. The balance of any Honorary Vacation is transferred to an Honorary Vacation account. No additional Honorary Vacation is earned. With supervisory approval, 100% FTE Staff may use up to a maximum of 60 of the Honorary Vacation days per year. Part-time employees may use a portion of this amount, prorated by their FTE percent. This limit does not apply to use of Honorary Vacation for a FMLA leave of absence. [PA/SS 10.6 J.2.c]
   d. The provisions of the time off plan associated with the specified classification will then be applied for accruals and usage. [PA/SS 10.6 J.2.d]

Payment of Unused Accruals upon Termination

1. All PTO accrued and unused at the end of the last day of employment is paid. [PA/SS 10.6 K.1]

2. Some Professional Staff on the PA time off plan receive separation payment for accrued PTO Sick Leave account hours when they leave employment. To be eligible, the employee must separate with IU Retiree status, be covered by PERF or the IU Retirement Plan 11.25% contribution level, and have more than 152.0 PTO Sick Leave account hours. Eligible Staff receive pay at the rates listed below [PA/SS 10.6 K.2] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.a.ii.] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.a.v.] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.a.ii.] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.b.iv.] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.4.b.]
   a. 25% of pay for 152.0 through 312.0 hours [PA/SS 10.6 K.2.a]
   [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.a.ii.first dot] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation
3. All employees on the PA time off plan receive the accrued benefits described below, whether or not the employee gives or receives notice of separation.

   a. Holidays that are still eligible for use within the specific time allowed.

   b. Paid Time Off (PTO) balance.

   c. Compensatory time off for PAO and PAU Staff.

   d. Honorary vacation balance, up to a maximum of 60 days (480 hours) for 100% FTE staff. (Professional staff employed prior to 1985—or promoted from a Support and Service position to a PA position prior to May 2002—may have previously accrued honorary vacation.)

   e. Except as provided below for separations with IU Retiree status or at time of death, employees do not receive separation pay for sick bank accruals.

4. Staff covered by the IU Retirement Plan 10%, 12%, or 15% contribution levels do not receive separation payment for unused PTO Sick Leave account accruals with one exception. Employees in the 12% contribution level who have more than 50% of their years of IU employment in a PERF covered position will receive a prorated amount of the PTO Sick Leave account payment based on the percentage of total IU employment under PERF.  

5. The payment for unused PTO accruals and any PTO Sick Leave accruals is treated as taxable income, subject to federal and state income taxes and employment taxes.
Paid Time Off (PTO) for PAE Staff

1. PAE Professional Staff are paid monthly and accrue PTO hours at the end of each month, which can be used in following months, based on the below policy provisions. [PA/SS 10.6 B.3.]
   a. General guidelines for managers: [PA/SS 10.6 B.3.a.]
      i. Employees are paid a monthly salary based on FTE status and the accomplishment of goals and objectives, and work effort may exceed the position's FTE status (i.e. more than 40 hours a week) without overtime or compensatory time. (PAE Staff are not eligible for overtime or compensatory time.) [PA/SS 10.6 B.3.a.i.]
      ii. On a periodic basis for many PAE Staff, and on a regular basis for high-level PAE Staff, work effort may substantially exceed the position's FTE status. [PA/SS 10.6 B.3.a.ii.]
      iii. A PAE employee off from work on PTO, who engages in incidental work activities from home or elsewhere through email, telephone, or other communication devices, is still to charge the day to PTO. [PA/SS 10.6 B.3.a.iii.]

2. PTO may only be used after the end of month it is accrued. PTO cannot be used in the month in which it is accrued. [PA/SS 10.6 D.1.b.]

3. PTO accruals must be taken in full-day increments of 8 hours per day. [PA/SS 10.6 D.7.][PA/SS 10.6 H.5.]

Recording PTO Usage

1. The process for recording PTO must contain the following provisions at a minimum. [PA/SS 10.6 F.1.]
   a. Staff are to record PTO usage at least monthly. [PA/SS 10.6 F.1.a.]
   b. The use of PTO is to be maintained on a University-provided record. (PAE employees use the University’s ePTO system.) [PA/SS 10.6 F.1.b.]
   c. At the end of each month, supervisors are to review employees’ records to confirm accuracy and make any necessary corrections. [PA/SS 10.6 F.1.c.]

2. With the exception of FMLA and Worker’s Comp covered absences, under FLSA regulations, any reductions in salary for a PAE Staff employee can only be made in full day increments. If any portion of a day is worked and/or covered by PTO, PTO Sick Leave, or other paid time-off benefits, then the employee must receive full pay for the day. See the FMLA policy or the Injury on the Job policy for more information. [PA/SS 10.6 I.1.]

PTO Accruals
1. PTO accruals are based on the following table, subject to the below provisions: [PA/SS 10.6 C.1.]

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2. In the first and last month of employment, the amount of PTO accrued is prorated based on the number of work days in pay status in that month. [PA/SS 10.6 C.3.b.]

3. The amount of PTO accrued in a monthly pay period is prorated based upon the amount of time in pay status in the month. [PA/SS 10.6 C.6.b.]

4. Staff begin to accrue 24 hours per monthly pay period at the end of the month in which the 60th month of University service is completed. [PA/SS 10.6 C.7.b.]

5. The maximum usage of PTO in a calendar year is equal to 240 hours or 288 hours prorated by their position's FTE status. [PA/SS 10.6 D.3.b.]

6. Existing PTO and Sick Leave account balances carry forward. The provisions of the time off plan identified with the new classification will then be applied for usage. [PA/SS 10.6 J.1.a.]

7. PTO is accrued at the end of the last work day of the month and is available to use on the first workday of the next monthly pay period. [PA/SS 10.6 C.2.b.]

<<End PAE Fold>>

<<Begin PAO Fold>>

Paid Time Off (PTO) for PAO Staff

1. PAO Professional Staff are paid bi-weekly and accrue PTO hours at the end of each bi-weekly pay period, which can be used in following pay periods, based on the below policy provisions. [PA/SS 10.6 B.2.]
   a. General guidelines for managers: [PA/SS 10.6 B.2.a.]
      i. Actual hours worked and time-off are to be recorded in the
         University's payroll system, with employee's pay based on hours
         worked, any overtime, compensatory time used, and paid time-off
         used. [PA/SS 10.6 B.2.a.i.]
      ii. Hours worked in excess of 40 hours in the University's work week
         are to be paid as overtime or accrued as compensatory time, in
         accordance with federal regulations and the associated University
         policy, without exception. [PA/SS 10.6 B.2.a.ii.]
iii. All time not worked based on the position's FTE status (i.e. actual work less than 40 hours a week) should be counted as PTO, another paid leave, or absence without pay. [PA/SS 10.6 B.2.a.iii.]

2. PTO may only be used after the end of the bi-weekly pay period in which it is accrued. PTO accrued in a bi-weekly pay period cannot be used in the pay period in which it is accrued. [PA/SS 10.6 D.1.a.]

3. PTO accruals must be taken and recorded in exact number of hours, including tenths of hours. [PA/SS 10.6 D.6.]

**Recording PTO Usage**

1. The process for recording PTO must contain the following provisions at a minimum. [PA/SS 10.6 F.1.]
   a. Staff are to record PTO usage at least weekly. [PA/SS 10.6 F.1.a.]
   b. The use of PTO is to be maintained on a University-provided record. (PAO employees use the University's TIME system.) [PA/SS 10.6 F.1.b.]
   c. After the end of each bi-weekly pay period for PAO employees, supervisors are to review employees’ records to confirm accuracy and make any necessary corrections. [PA/SS 10.6 F.1.c.]
   d. PTO Sick Leave accruals must be taken and recorded in exact number of hours, including tenths of hours. [PA/SS 10.6 H.4.]

**PTO Accruals**

1. PTO accruals are based on the following table, subject to the below provisions: [PA/SS 10.6 C.1.]

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2. PTO is accrued at the end of the bi-weekly pay period and is available to use on the first workday of the next bi-weekly pay period. [PA/SS 10.6 C.2.a.]

3. In the first and last bi-weekly pay period, the amount of PTO accrued is prorated based on the number of hours in pay status in that pay period. [PA/SS 10.6 C.3.a.]

4. The amount of PTO accrued in a bi-weekly pay period is prorated based upon the amount of time in pay status in the pay period. [PA/SS 10.6 C.6.a.]

5. Staff begin to accrue 11.08 hours per bi-weekly pay period at the end of the pay period in which the 60th month of University service is completed. [PA/SS 10.6 C.7.a.]

6. The maximum usage of PTO in the 26 consecutive bi-weekly pay periods beginning with the pay period in which January 1st falls and continuing through
the last full pay period in December is equal to 240 hours or 288 hours prorated by their position's FTE status. [PA/SS 10.6 D.3.a.]

7. Existing PTO and PTO Sick Leave account balances carry forward. The provisions of the time off plan identified with the new classification will then be applied for usage. [PA/SS 10.6 J.1.a.]

<<End PAO Fold>>

<<Begin PAU Fold>>

Paid Time Off (PTO) for PAU Staff

1. PAU Professional Staff are paid bi-weekly and accrue a certain number of PTO hours at the end of each bi-weekly pay period, which can be used in following pay periods, based on the below policy provisions. [PA/SS 10.6 B.2.a.]
   a. General guidelines for managers: [PA/SS 10.6 B.2.a.]
      i. Actual hours worked and time-off are to be recorded in the University's payroll system, with employee's pay based on hours worked, any overtime, compensatory time used, and paid time-off used. [PA/SS 10.6 B.2.a.i.]
      ii. Hours worked in excess of 40 hours in the University's work week are to be paid as overtime or accrued as compensatory time, in accordance with federal regulations and the associated University policy, without exception. [PA/SS 10.6 B.2.a.ii.]
      iii. All time not worked based on the position's FTE status (i.e. actual work less than 40 hours a week) should be counted as PTO, another paid leave, or absence without pay. [PA/SS 10.6 B.2.a.iii.]

2. PTO may only be used after the end of the bi-weekly pay period in which it is accrued. PTO accrued in a bi-weekly pay period cannot be used in the pay period in which it is accrued. [PA/SS 10.6 D.1.a.]

3. PTO accruals must be taken and recorded in exact number of hours, including tenths of hours. [PA/SS 10.6 D.6.]

Recording PTO Usage

1. The process for recording PTO must contain the following provisions at a minimum. [PA/SS 10.6 F.1.]
   a. Staff are to record PTO usage at least weekly. [PA/SS 10.6 F.1.a.]
   b. The use of PTO is to be maintained on a University-provided record. (PAU employees use the University's TIME.) [PA/SS 10.6 F.1.b.]
   c. After the end of each bi-weekly pay period for PAU employees, supervisors are to review employees’ records to confirm accuracy and make any necessary corrections. [PA/SS 10.6 F.1.c.]
   d. PTO Sick Leave accruals must be taken and recorded in exact number of hours, including tenths of hours. [PA/SS 10.6 H.4.]
**PTO Accruals**

1. PTO accruals are based on the following table, subject to the below provisions:
   [PA/SS 10.6 C.1.]

<table>
<thead>
<tr>
<th>University Service</th>
<th>PTO Accrual Per Bi-weekly Pay Period</th>
<th>Annual Equivalent Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the first 60 months</td>
<td>9.24 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>On and After 60 months</td>
<td>11.08 hours</td>
<td>288 hours</td>
</tr>
</tbody>
</table>

2. PTO is accrued at the end of the bi-weekly pay period and is available to use on the first workday of the next bi-weekly pay period. [PA/SS 10.6 C.2.] [PA/SS 10.6 C.2.a.]

3. In the first and last bi-weekly pay period, the amount of PTO accrued is prorated based on the number of hours in pay status in that pay period. [PA/SS 10.6 C.3.a.]

4. The amount of PTO accrued in a bi-weekly pay period is prorated based upon the amount of time in pay status in the pay period. [PA/SS 10.6 C.6.] [PA/SS 10.6 C.6.a.]

5. Staff begin to accrue 11.08 hours per bi-weekly pay period at the end of the pay period in which the 60th month of University service is completed. [PA/SS 10.6 C.7.a.]

6. The maximum usage of PTO in the 26 consecutive bi-weekly pay periods beginning with the pay period in which January 1st falls and continuing through the last full pay period in December is equal to 240 hours or 288 hours prorated by their position's FTE status. [PA/SS 10.6 D.3.a.]

7. Existing PTO and PTO Sick Leave account balances carry forward. The provisions of the time off plan identified with the new classification will then be applied for usage. [PA/SS 10.6 J.1.a.]

<<End PAU Fold>>

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

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**History**

1. Indiana University approved the merging of administrative (AD), professional (PR), other academic (OA), and counseling (CN) positions into one functional classification called professional. At the same time, a new paid time off benefits plan was authorized for this group of employees. Both actions were effective January 1, 1985. [PA/SS 10.7 A.1.]
a. Enrollment in the new paid time off plan was optional for persons already employed by IU. Those who enrolled in the plan are identified as being in the PA Paid Time Off Plan. [PA/SS 10.7 A.1.a.]
b. Enrollment in the PA Paid Time Off plan is required for persons appointed as of January 1, 1985. [PA/SS 10.7 A.1.b.]

2. Employees who were previously called administrative (AD) or professional (PR) and who elected to remain in the previous time off benefit plan are identified as being in the PB Time Off Plan. The specific policies on time off benefits of the PB Time Off Plan are contained in the Paid Time Off for PB policy. [PA/SS 10.7 A.2.]

3. Employees previously called other academic (OA) or counseling (CN) and who elected to remain in their previous fringe benefits plan should contact the Dean of the Faculties Office for related policies and procedures. These positions are identified as being in the PC Time Off Plan. [PA/SS 10.7 A.3.]

Replaces the following policies

PA/SS 10.6 Paid Time Off (PTO) Policy for Professional (PA) Staff

Replaces parts of the following policies

AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay

- C.1.a.
- C.1.a.i.
- C.1.a.ii.
- C.1.a.iii.
- C.1.a.iv.
- C.1.a.v.
- C.2.a.i.
- C.2.a.ii.first dot
- C.2.a.ii.second dot
- C.2.a.ii.third dot
- C.2.b.iv.
- C.2.b.iv.first dot
- C.2.b.iv.second dot
- C.2.b.v.
- C.2.c.i.
- C.2.c.ii.
- C.2.c.iii.
- C.2.d.i.
- C.4.b.
- C.4.b.i.
- C.4.b.ii.

PA/SS 10.7 Paid Time Off for Staff in the PB Time Off Plan
• A.1.
• A.1.a.
• A.1.b.
• A.2.
• A.3.
• B.1.
• B.2.
• B.3.
• E.2.

PA/S FF2 Time Off Provisions for Part-Time Professional Staff

• A.1.
Paid Time Off (PTO) for PB

About This Policy

Effective Date:

Last Updated:
12-02-2015

Responsible University Office:
University Human Resources

Responsible University Administrator:
Vice President and Chief Financial Officer

Policy Contact:
University Human Resources
hrpolicy@iu.edu

Related Information

* Separation Pay for Unused Time Off Accruals

Scope

This policy applies to full-time Professional Staff who chose to stay in the PB Time Off Plan in 1985.

Procedure

Introduction to vacation and honorary vacation earnings in the PB Time Off Plan

1. University service credit is used to calculate the amount of vacation staff earn in the PB Time Off Plan.
2. Staff earn vacation hours while in pay status or absent with pay. They do not earn vacation time while on a leave of absence, while absent without pay, or during a temporary reduction in force.
3. Each employee and the employing department records time off accruals and usage. These records are subject to audit throughout the year. At the end of each calendar year, time off balances are sent to the campus payroll department.

Schedule of vacation earnings for levels 9-15

The following table shows the amount of vacation and honorary vacation earned by full-time Staff in the PB Time Off Plan with rank levels of 9 through 15.
You are viewing this policy in the REVIEW SITE.

### Staff who have this amount of university service credit

<table>
<thead>
<tr>
<th>Earn this amount of vacation days per year</th>
<th>Plus this amount of honorary vacation days per year</th>
<th>For a total of this amount of vacation days each year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zero years through the completion of 3 years</strong></td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td><strong>From 4 years through 15</strong></td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td><strong>16 years through 29</strong>*</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td><strong>30 or more years</strong></td>
<td>20</td>
<td>5</td>
</tr>
</tbody>
</table>

* In the last pay period of the 29th year of service, staff receive a one-time earning of 5 days in addition to regular and honorary vacation earnings.

**Note:** Staff with interrupted university service start earning honorary vacation at the 20th year.

**Note:** Each day in the above table equals 8 hours.

### Schedule of vacation earnings for levels 16-24

The following table shows the amount of vacation and honorary vacation earned by full-time Staff in the PB Time Off Plan with rank levels of 16 through 24.

<table>
<thead>
<tr>
<th>Earn this amount of vacation days per year</th>
<th>Plus this amount of honorary vacation days per year</th>
<th>For a total of this amount of vacation days each year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zero years through the completion of 15 years</strong></td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td><strong>From 16 through 19 years</strong>*</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td><strong>20 or more years</strong></td>
<td>20</td>
<td>5</td>
</tr>
</tbody>
</table>

* In the last pay period of the 19th year of service, staff receive a onetime earning of 5 days in addition to regular and honorary vacation earnings.

**Note:** Staff with interrupted university service start earning honorary vacation at the 25th year.

**Note:** Each day in the above table equals 8 hours.

### Rules for using vacation

1. Staff not eligible for overtime must take vacation time in full-day increments. Staff eligible for overtime must report the actual number of hours used, including tenths of hours.
2. Staff must have supervisory approval to take vacation time.
3. Multiple requests within a department for the same vacation period are granted according to unit seniority.
4. Staff may use a maximum of 25 vacation days between January 1 and December 31 of each year. This limit does not apply to vacation time utilized during a family or medical leave of absence.
5. Staff may accumulate unused vacation time from year to year. Upon separation from the university, staff will receive pay for a portion of unused vacation.

### Rules for using honorary vacation

1. Staff who accrue but do not use honorary vacation may accumulate it from year to year.
2. Staff not eligible for overtime must take honorary vacation in full-day increments. Staff eligible for overtime must report the actual number of hours used, including tenths of hours.

3. Staff may use a maximum of 60 honorary vacation days between January 1 and December 31 of each year. This limit does not apply to vacation time utilized during a family or medical leave of absence.

4. Staff who want to use honorary vacation earnings for a lengthy absence from work should have supervisory approval six months in advance. Supervisors are obligated to honor these requests unless more than one employee requests the same time period. If this occurs, preference is given according to unit seniority.

Transferring to an academic appointment

1. When staff in the PB Time Off Plan transfer to academic appointments, they receive pay for accumulated time as provided in the provisions of the Pay/Salary Setting policy.

Bonus holidays for staff in the PB Time Off Plan

1. Bonus holidays are days off with pay, generally thought of as Christmas bonus days. (Many employees accumulate bonus holidays and use them to cover the closing of their department between Christmas and New Year holidays.)

2. Full-time Staff in the PB Time Off Plan earn one bonus holiday each quarter. The bonus holidays are received on April 1, July 1, October 1 and December 15. Each Bonus Holiday is equal to 8 hours.

3. With supervisory approval, staff may take a bonus holiday as soon as they receive it. Staff must use accumulated bonus holidays by the end of December of the following year or they lose them. Staff not eligible for overtime must take the time in full-day increments. Staff eligible for overtime must report the actual number of hours used, including tenths of hours.

Separation pay for staff in the PB Time Off Plan

1. Bonus Holidays
   a. An employee who separates from employment on the last working day of March, June, or September (or the last workday before December 15 if that is not a workday) will receive the quarter's bonus holiday.
   b. Some individuals may receive bonus holidays when they terminate from the university. The benefit is one bonus holiday (eight hours for 100% FTE) for each quarter of the final calendar year of service. To be eligible, the employee must meet these three criteria:
      i. Be age 55 or older
      ii. Be eligible for terminal life insurance coverage
      iii. Have worked at least one month of each quarter
   c. Staff who terminate but do not retire receive pay for a bonus holiday that falls on the next workday following the last day worked.

2. Holidays that are still available for use within the specific time allowed.

3. Vacation time up to a maximum (excluding honorary vacation) of 200 hours, plus the number of vacation hours that the employee earns in a full year. (This is called the employee's annual allowance.)

4. Compensatory time off for PAO and PAU Staff.

5. Honorary vacation up to a maximum of 480 hours.

6. Except as provided for separations with IU Retiree status or at time of death, employees do not receive separation pay for sick bank accruals.

7. Income protection time. Employees enrolled in PERF or IU Retirement 11.25% Plan with more than 152.0 income protection hours accrued receive pay at the rates listed below.
   a. 25% of pay for 152.0 through 312.0 hours
   b. 50% of pay for hours more than 312.0 hours.

8. Staff enrolled in the IU Retirement 10%, 12%, or 15% Plans do not receive separation pay for income protection (sick hours) with the exception noted below.

9. Professional Staff with vested rights in both PERF and the IU Retirement 12% Plan
a. It is possible for employees to be covered under university service for vested rights in both PERF and the IU Retirement 12% Plan. In such cases, separation payment for accrued sick leave time is applicable if the years of employment under PERF equal 50% or more of the total service. However, the benefit is a multiple of the percentage of total employment under PERF.

b. This exception does not apply to staff enrolled in the IU Retirement 10% or 15% Plans.

c. Persons who are vested in both PERF and the IU Retirement 11.25% Plan will, for purposes of this policy, be treated as though they had continued PERF enrollment.

10. Professional Staff in the IU Retirement 15% Plan

a. Professional Staff in the IU Retirement 15% Plan will have vacation or PTO deducted from the interim benefit payment. Contact the campus human resources office for details.

Income protection plan earnings

1. The university provides income protection time to prevent staff from losing pay, i.e., to *protect their income*, during personal or family illness, injury, and approved personal affairs. In other words, income protection time is a type of insurance. Income protection earnings accumulate year to year.

   a. Full-time Staff earn one day per month. This results in a maximum earning of 12 days in a calendar year. Each day is equal to 8 hours.

   b. Staff whose appointment is less than 75% do not earn income protection time

2. Staff do not earn income protection time while on a leave of absence, while absent without pay, or during a temporary reduction in force

Use of income protection earnings

The following table explains how many hours staff can use for certain situations.

<table>
<thead>
<tr>
<th>Use of Income Protection Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff who cannot work because of this reason</strong></td>
</tr>
<tr>
<td>Personal illness or injury (includes medical and dental appointments and disabilities resulting from pregnancy)</td>
</tr>
<tr>
<td>Family illness or injury</td>
</tr>
<tr>
<td>Personal affairs *</td>
</tr>
</tbody>
</table>

* Staff may also charge personal affairs to vacation hours and carry over up to 24 hours of unused time for later use.

1. Department heads and supervisors may ask for a physician’s statement as proof of illness or injury.

2. Staff cannot “borrow” against future income protection earnings.

3. When caring for family, staff should use the allowable 5-day period to arrange for further care, if necessary. Members of the immediate family or household include the following:

   a. Spouse as defined by Indiana law, or same sex domestic partner as qualified by the university’s Affidavit of Domestic Partnership

   b. An unmarried child at home including the child of the same sex domestic partner

   c. Relatives of the employee, spouse, or the same sex domestic partner living with the employee

   d. Parents, children, grandparents, grandchildren, brothers, sisters and relatives of the spouse or the same sex domestic partner of the same degree who are solely dependent on the employee for emergency care
4. Staff may use income protection earnings in conjunction with Worker’s Compensation. For details, see the Injury on the Job policy, or contact Worker's Compensation in Bloomington.

**Personal affairs allowance for staff in the PB Time Off Plan**

Staff may need to be away from work for reasons other than illness. Personal affairs time is an *allowance*. It does not provide extra days off from work. If staff need to be away from work because of personal business such as religious holidays, funerals, legal matters, and university class attendance, then they *charge this time against income protection or vacation earnings in full-day increments for those not eligible for overtime and actual hours, including tenths of hours, for those eligible for overtime*. Charges to vacation earnings do not count against the amount of vacation staff can take in any calendar year.

**Schedule of personal affairs earnings**

1. Full-time Staff receive three days (24 hours) of personal affairs allowance per calendar year. They may carry over any current year’s unused amount to the next calendar year. However, staff cannot accumulate or use more than six days (48 hours) in a calendar year. Used hours are first charged against the previous year’s balance and then against the current year’s balance.

**Conditions for using personal affairs allowance**

1. To use the personal affairs allowance, staff must:
   a. Have successfully completed the six-month, new-employee evaluation period.
   b. Have sufficient earnings
   c. Request usage in advance.

2. Department heads may deny requests (1) when it is evident that the absence will cause an undue hardship on the university as compared to an employee’s convenience or needs, or (2) when the request is inconsistent with this policy.

**Funeral leave for staff in the PB Time Off Plan**

1. Staff have up to three working days (24 hours) off with pay for funerals and matters related to the death of certain relatives. These include a spouse as defined by Indiana law, or same sex domestic partner as qualified by the university’s Affidavit of Domestic Partnership, parent, brother, sister, child, grandparent, and grandchild. Also included are in-law relatives, step relatives, and the same sex domestic partner’s relatives of the same degree and other relatives of whom the employee is the sole survivor. Staff must use these days within one week following the date of death.

2. Staff may be excused with pay to take additional time off. They must charge this time to paid time off benefits. Using vacation hours does not count against the maximum amount of vacation time staff can use in a year. They may also take the additional time off (in full-day increments) without pay.

3. It is up to the discretion of a department head to grant time off with pay for staff to attend the funeral service of persons not mentioned in this policy (other relatives or close friends). Staff must charge this time to paid time off benefits or take the time off without pay. Departments are to report the number of hours charged to funeral leave on the attendance report.

**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

**History**

This policy replaces the following policy:

Professional Staff and Support and Service Staff not Covered by a Union

10.7 - Paid Time Off for Staff in the PB Time Off Plan

This policy replaces parts of the following policy:
1. Indiana University approved the merging of administrative (AD), professional (PR), other academic (OA), and counseling (CN) positions into one functional classification called professional. At the same time, a new paid time off benefits plan was authorized for this group of employees. Both actions were effective January 1, 1985.
   a. Enrollment in the new paid time off plan was optional for persons already employed by IU. Those who enrolled in the plan are identified as being in the PA Paid Time Off Plan.

2. Employees who were previously called administrative (AD) or professional (PR) and who elected to remain in the previous time off benefit plan are identified as being in the PB Time Off Plan.

3. Employees previously called other academic (OA) or counseling (CN) and who elected to remain in their previous fringe benefits plan should contact the Dean of the Faculties Office for related policies and procedures. These positions are identified as being in the PC Time Off Plan.
Paid Time Off (PTO) for PB

Scope

This policy applies to full-time Professional Staff who chose to stay in the PB Time Off Plan in 1985.

Procedures

Introduction to vacation and honorary vacation earnings in the PB Time Off Plan

1. University service credit is used to calculate the amount of vacation staff earn in the PB Time Off Plan. [PA/SS 10.7 B.1.]
2. Staff earn vacation hours while in pay status or absent with pay. They do not earn vacation time while on a leave of absence, while absent without pay, or during a temporary reduction in force. [PA/SS 10.7 B.2.]
3. Each employee and the employing department records time off accruals and usage. These records are subject to audit throughout the year. At the end of each calendar year, time off balances are sent to the campus payroll department. [PA/SS 10.7 B.3.]

Schedule of vacation earnings for levels 9-15

The following table shows the amount of vacation and honorary vacation earned by full-time Staff in the PB Time Off Plan with rank levels of 9 through 15. [PA/SS 10.7 C. and its subparts]

<table>
<thead>
<tr>
<th>Staff who have this amount of university service credit</th>
<th>Earn this amount of vacation days per year</th>
<th>Plus this amount of honorary vacation days per year</th>
<th>For a total of this amount of vacation days each year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zero years through the completion of 3 years</td>
<td>10</td>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>
From 4 years through 15

<table>
<thead>
<tr>
<th></th>
<th>15</th>
<th>0</th>
<th>15</th>
</tr>
</thead>
</table>

16 years through 29*

|                      | 15 | 5  | 20 |

30 or more years

|                      | 20 | 5  | 25 |

* In the last pay period of the 29th year of service, staff receive a one-time earning of 5 days in addition to regular and honorary vacation earnings.

Note: Staff with interrupted university service start earning honorary vacation at the 20th year. [PA/SS 10.7 C.]

Note: Each day in the above table equals 8 hours.

### Schedule of vacation earnings for levels 16-24

The following table shows the amount of vacation and honorary vacation earned by full-time Staff in the PB Time Off Plan with rank levels of 16 through 24. [PA/SS 10.7 D. and its subparts]

<table>
<thead>
<tr>
<th>Staff who have this amount of university service credit</th>
<th>Earn this amount of vacation days per year</th>
<th>Plus this amount of honorary vacation days per year</th>
<th>For a total of this amount of vacation days each year</th>
</tr>
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<tbody>
<tr>
<td>Zero years through the completion of 15 years</td>
<td>20</td>
<td>0</td>
<td>20</td>
</tr>
<tr>
<td>From 16 through 19 years*</td>
<td>15</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>20 or more years</td>
<td>20</td>
<td>5</td>
<td>25</td>
</tr>
</tbody>
</table>

* In the last pay period of the 19th year of service, staff receive a onetime earning of 5 days in addition to regular and honorary vacation earnings.

Note: Staff with interrupted university service start earning honorary vacation at the 25th year. Note: Each day in the above table equals 8 hours. [PA/SS 10.7 D.]

### Rules for using vacation

1. Staff not eligible for overtime must take vacation time in full-day increments. Staff eligible for overtime must report the actual number of hours used, including tenths of hours. [PA/SS 10.7 E.1.]

2. Staff must have supervisory approval to take vacation time. [PTO PA Pro Approvals for Usage 1.] [PTO PB Approvals for Usage A.]

3. Multiple requests within a department for the same vacation period are granted according to unit seniority. [PTO PB Approvals for Usage C. in spirit]
4. Staff may use a maximum of 25 vacation days between January 1 and December 31 of each year. This limit does not apply to vacation time utilized during a family or medical leave of absence. [PA/SS 10.7 E.4.]

5. Staff may accumulate unused vacation time from year to year. Upon separation from the university, staff will receive pay for a portion of unused vacation. [PA/SS 10.7 E.5.]

**Rules for using honorary vacation**

1. Staff who accrue but do not use honorary vacation may accumulate it from year to year. [PA/SS 10.7 F.1.]
2. Staff not eligible for overtime must take honorary vacation in full-day increments. Staff eligible for overtime must report the actual number of hours used, including tenths of hours. [PA/SS 10.7 F.2.]
3. Staff may use a maximum of 60 honorary vacation days between January 1 and December 31 of each year. This limit does not apply to vacation time utilized during a family or medical leave of absence. [PA/SS 10.7 F.3.]
4. Staff who want to use honorary vacation earnings for a lengthy absence from work should have supervisory approval six months in advance. Supervisors are obligated to honor these requests unless more than one employee requests the same time period. If this occurs, preference is given according to unit seniority. [PA/SS 10.7 F.4.]

**Transferring to an academic appointment**

1. When staff in the PB Time Off Plan transfer to academic appointments, they receive pay for accumulated time as provided in the provisions of the Pay/Salary Setting policy. [PA/SS 10.7 G.1.]

**Bonus holidays for staff in the PB Time Off Plan**

1. Bonus holidays are days off with pay, generally thought of as Christmas bonus days. (Many employees accumulate bonus holidays and use them to cover the closing of their department between Christmas and New Year holidays.) [PA/SS 10.7 H.1.]
2. Full-time Staff in the PB Time Off Plan earn one bonus holiday each quarter. The bonus holidays are received on April 1, July 1, October 1 and December 15. Each Bonus Holiday is equal to 8 hours. [PA/SS 10.7 H.2.]
3. With supervisory approval, staff may take a bonus holiday as soon as they receive it. Staff must use accumulated bonus holidays by the end of December of the following year or they lose them. Staff not eligible for overtime must take the time in full-day increments. Staff eligible for overtime must report the actual number of hours used, including tenths of hours. [PA/SS 10.7 H.3.]

**Separation pay for staff in the PB Time Off Plan**

1. Bonus Holidays
a. An employee who separates from employment on the last working day of March, June, or September (or the last workday before December 15 if that is not a workday) will receive the quarter's bonus holiday. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.b.i.]

b. Some individuals may receive bonus holidays when they terminate from the university. The benefit is one bonus holiday (eight hours for 100% FTE) for each quarter of the final calendar year of service. To be eligible, the employee must meet these three criteria: [PA/SS 10.7 I.1.1] [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.b.ii.]
   i. Be age 55 or older [PA/SS 10.7 I.1.a.]
   ii. Be eligible for terminal life insurance coverage [PA/SS 10.7 I.1.b.]
   iii. Have worked at least one month of each quarter [PA/SS 10.7 I.1.c.]

c. Staff who terminate but do not retire receive pay for a bonus holiday that falls on the next workday following the last day worked. [PA/SS 10.7 I.2.]

2. Holidays that are still available for use within the specific time allowed. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.b.ii.]

3. Vacation time up to a maximum (excluding honorary vacation) of 200 hours, plus the number of vacation hours that the employee earns in a full year. (This is called the employee's annual allowance.) [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.b.iii.]

4. Compensatory time off for PAO and PAU Staff. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.b.iv.]

5. Honorary vacation up to a maximum of 480 hours. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.b.v.]

6. Except as provided for separations with IU Retiree status or at time of death, employees do not receive separation pay for sick bank accruals. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.1.b.vi.]

7. Income protection time. Employees enrolled in PERF or IU Retirement 11.25% Plan with more than 152.0 income protection hours accrued receive pay at the rates listed below. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.b.iv.]
   a. 25% of pay for 152.0 through 312.0 hours [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.b.iv.first dot]
   b. 50% of pay for hours more than 312.0 hours. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.b.iv.second dot]

8. Staff enrolled in the IU Retirement 10%, 12%, or 15% Plans do not receive separation pay for income protection (sick hours) with the exception noted below. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.b.v.]

9. Professional Staff with vested rights in both PERF and the IU Retirement 12% Plan [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.c.]
a. It is possible for employees to be covered under university service for vested rights in both PERF and the IU Retirement 12% Plan. In such cases, separation payment for accrued sick leave time is applicable if the years of employment under PERF equal 50% or more of the total service. However, the benefit is a multiple of the percentage of total employment under PERF. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.c.i.]

b. This exception does not apply to staff enrolled in the IU Retirement 10% or 15% Plans. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.c.ii.]

c. Persons who are vested in both PERF and the IU Retirement 11.25% Plan will, for purposes of this policy, be treated as though they had continued PERF enrollment. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.c.iii.]

10. Professional Staff in the IU Retirement 15% Plan [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.d.]

da. Professional Staff in the IU Retirement 15% Plan will have vacation or PTO deducted from the interim benefit payment. Contact the campus human resources office for details. [AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay C.2.d.i.]

Income protection plan earnings

1. The university provides income protection time to prevent staff from losing pay, i.e., to protect their income, during personal or family illness, injury, and approved personal affairs. In other words, income protection time is a type of insurance. Income protection earnings accumulate year to year. [PA/SS 10.7 J.1.]

   a. Full-time Staff earn one day per month. This results in a maximum earning of 12 days in a calendar year. Each day is equal to 8 hours. [PA/SS 10.7 J.1.a.

   b. Staff whose appointment is less than 75% do not earn income protection time [PA/SS 10.7 J.1.c.]

2. Staff do not earn income protection time while on a leave of absence, while absent without pay, or during a temporary reduction in force [PA/SS 10.7 J.2.]

Use of income protection earnings

The following table explains how many hours staff can use for certain situations. [PA/SS 10.7 K. and its subparts]

<table>
<thead>
<tr>
<th>Use of Income Protection Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff who cannot work because of this reason…</td>
</tr>
<tr>
<td>Personal illness or injury (includes medical and dental appointments and disabilities resulting from pregnancy)</td>
</tr>
</tbody>
</table>
Family illness or injury | Up to 5 days for any one period of illness or injury.
---|---
Personal affairs * | Up to 3 days per calendar year; may also charge to earned vacation.*

* Staff may also charge personal affairs to vacation hours and carry over up to 24 hours of unused time for later use.

1. Department heads and supervisors may ask for a physician’s statement as proof of illness or injury. [PA/SS 10.7 K.1.]
2. Staff cannot “borrow” against future income protection earnings. [PA/SS 10.7 K.2.]
3. When caring for family, staff should use the allowable 5-day period to arrange for further care, if necessary. Members of the immediate family or household include the following: [PA/SS 10.7 K.3.]
   a. Spouse as defined by Indiana law, or same sex domestic partner as qualified by the university’s Affidavit of Domestic Partnership [PA/SS 10.7 K.3.a.]
   b. An unmarried child at home including the child of the same sex domestic partner [PA/SS 10.7 K.3.b.]
   c. Relatives of the employee, spouse, or the same sex domestic partner living with the employee [PA/SS 10.7 K.3.c.]
   d. Parents, children, grandparents, grandchildren, brothers, sisters and relatives of the spouse or the same sex domestic partner of the same degree who are solely dependent on the employee for emergency care [PA/SS 10.7 K.3.d.]
4. Staff may use income protection earnings in conjunction with Worker’s Compensation. For details, see the On-the-Job Injury policy, or contact Worker’s Compensation in Bloomington. [PA/SS 10.7 K.4.]

**Personal affairs allowance for staff in the PB Time Off Plan**

Staff may need to be away from work for reasons other than illness. Personal affairs time is an allowance. It does not provide extra days off from work. If staff need to be away from work because of personal business such as religious holidays, funerals, legal matters, and university class attendance, then they charge this time against income protection or vacation earnings in full-day increments for those not eligible for overtime and actual hours, including tenths of hours, for those eligible for overtime. Charges to vacation earnings do not count against the amount of vacation staff can take in any calendar year. [PA/SS 10.7 L.]

**Schedule of personal affairs earnings**

1. Full-time Staff receive three days (24 hours) of personal affairs allowance per calendar year. They may carry over any current year’s unused amount to the next calendar year. However, staff cannot accumulate or use more than six days (48 hours) in a calendar year. Used hours are first charged against the previous year’s balance and then against the current year’s balance. [PA/SS 10.7 M.1.]
Conditions for using personal affairs allowance

1. To use the personal affairs allowance, staff must: [PA/SS 10.7 N.1.]
   a. Have successfully completed the six-month, new-employee evaluation period. [PA/SS 10.7 N.1.a.]
   b. Have sufficient earnings [PA/SS 10.7 N.1.b.]
   c. Request usage in advance. [PA/SS 10.7 N.1.c.]

2. Department heads may deny requests (1) when it is evident that the absence will cause an undue hardship on the university as compared to an employee’s convenience or needs, or (2) when the request is inconsistent with this policy. [PA/SS 10.7 N.2.]

Funeral leave for staff in the PB Time Off Plan

1. Staff have up to three working days (24 hours) off with pay for funerals and matters related to the death of certain relatives. These include a spouse as defined by Indiana law, or same sex domestic partner as qualified by the university’s Affidavit of Domestic Partnership, parent, brother, sister, child, grandparent, and grandchild. Also included are in-law relatives, step relatives, and the same sex domestic partner’s relatives of the same degree and other relatives of whom the employee is the sole survivor. Staff must use these days within one week following the date of death. [PA/SS 10.7 O.1.]

2. Staff may be excused with pay to take additional time off. They must charge this time to paid time off benefits. Using vacation hours does not count against the maximum amount of vacation time staff can use in a year. They may also take the additional time off (in full-day increments) without pay. [PA/SS 10.7 O.2.]

3. It is up to the discretion of a department head to grant time off with pay for staff to attend the funeral service of persons not mentioned in this policy (other relatives or close friends). Staff must charge this time to paid time off benefits or take the time off without pay. Departments are to report the number of hours charged to funeral leave on the attendance report. [PA/SS 10.7 O.3.]

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

1. Indiana University approved the merging of administrative (AD), professional (PR), other academic (OA), and counseling (CN) positions into one functional classification called professional. At the same time, a new paid time off benefits plan was authorized for this group of employees. Both actions were effective January 1, 1985. [PA/SS 10.7 A.1.]
   a. Enrollment in the new paid time off plan was optional for persons already employed by IU. Those who enrolled in the plan are identified as being in the PA Paid Time Off Plan. [PA/SS 10.7 A.1.a.]
b. Enrollment in the PA Paid Time Off plan is required for persons appointed as of January 1, 1985. [PA/SS 10.7 A.1.b.]

2. Employees who were previously called administrative (AD) or professional (PR) and who elected to remain in the previous time off benefit plan are identified as being in the PB Time Off Plan. [PA/SS 10.7 A.2.]

3. Employees previously called other academic (OA) or counseling (CN) and who elected to remain in their previous fringe benefits plan should contact the Dean of the Faculties Office for related policies and procedures. These positions are identified as being in the PC Time Off Plan. [PA/SS 10.7 A.3.]

Replaces the following policy

PA/SS 10.7 Paid Time Off for Staff in the PB Time Off Plan

Replaces parts of the following policies

AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE) Separation Pay

- C.1.b.i.
- C.1.b.ii.
- C.1.b.iii.
- C.1.b.iv.
- C.1.b.v.
- C.1.b.vi.
- C.2.b.ii.
- C.2.b.iv.
- C.2.b.iv.first dot
- C.2.b.iv.second dot
- C.2.b.v.
- C.2.c.
- C.2.c.i.
- C.2.c.ii.
- C.2.c.iii.
- C.2.d.
- C.2.d.i.
Pay and Salary Setting

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. Indiana University pledges itself to continue its commitment to the achievement of equal opportunity within the University and throughout American society as a whole. In this regard, Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, sex, gender identity, marital status, national origin, race, religion, sexual orientation, or veteran status.

2. It is the policy of Indiana University to pay all employees accurately and to remedy any errors in a timely manner consistent with Indiana law.
   a. Clearly communicated policy prohibiting improper deductions including a complaint mechanism
   b. Reimbursing employees for any improper deductions in a reasonable time frame
   c. Making a good faith commitment to comply in the future.
3. The University retains the right to eliminate, change, and establish classification pay grades. In the event a new position is established, or an existing position is changed, the campus Human Resource office shall classify the position within a Pay Plan which identifies an appropriate range of pay.

4. No supervisor or administrator may communicate or extend an offer contrary to the university policies related to employment, compensation or benefits, nor imply or state that a contract has been created between the university and the current or future employee before the necessary approvals have been obtained. Only the president or vice presidents may offer actual contracts.

5. Principles applicable to all decisions:
   a. The classification level and pay range of the position’s job level
   b. The candidate’s/employee’s job-related qualifications
   c. The employee’s performance
   d. Pay of current employees in the same job or comparable jobs at IU; depending on the position, this includes comparable jobs within the department, the Campus, RC, or the university.
   e. The RC’s fiscal status
   f. External market considerations for similar work in the relevant labor market segment based on geographical considerations (local, state, regional, or national) and type of employer (public, private, or higher education)

6. The maximum of a pay range represents a wage that is significantly above average competitive wage grades. As such, it is reserved solely for exceptional performers who continually make significant contributions to the university.

7. Employees should not receive a wage that exceeds the established maximum for the assigned pay range. This is necessary to preserve the integrity of the wage structure.

8. The applicant or employee shall NOT be notified of the pay/salary action until the RC and any required campus approvals have been obtained.

9. Employees who meet minimum job qualifications should receive at least the minimum of the range.

Procedure

New Hires

1. The campus Human Resources office can provide consultative advice and assistance at any point in the process described below.

2. Campus Human Resources is the final reviewer of the E-Doc that will update the employee’s HRMS record.

3. In determining a starting wage for Support and Professional employees’ managers should consider the elements listed under Policy above and include all of the following:
   a. A new hire wage that creates an internal inequity should be carefully considered, including a strategy or plan for remedying the inequity with other employees. Such a remedy should be approved by campus HR before offering the pay/salary to the new hire.
   b. Any Department of Labor (DOL) minimum salary that would apply to certain visa holders.

4. For CWA covered positions:
   a. A starting wage set in the first quartile of the pay range requires that the new employee's qualifications meet or exceed the minimum qualifications for the position.
   b. A starting wage at or near the pay of current incumbents in the same or comparable jobs will not be approved unless the new employee's qualifications are comparable to those of the current incumbents.
   c. A starting wage may be set in the second quartile of the pay range up to the midpoint. This requires that the new employee's qualifications are exceptional. Departments will provide justification upon request to the campus Human Resources office to start a new hire's wage above the first quartile.
   d. Required approvals:
i. A starting wage in the first quartile require the approval of:
ii. The Department head
iii. The Responsibility Center for Bloomington positions
iv. The Campus Human Resources office for Northwest positions.
v. A starting wage in the second quartile or above the midpoint requires the approval of:
vi. The Department head
vii. The Responsibility Center for Bloomington positions
viii. The campus Human Resources office

5. For Law Enforcement employees:
   a. will be hired at the classification grade and pay rate that corresponds to his/her education and experience relative to
      the minimum requirements for Officer 3rd Class, 2nd Class, and 1st Class. Employees who have a background that
      satisfies the requirements for Officer 1st Class will be hired at the minimum pay rate for that grade.

6. For Professional Staff positions:
   a. A new hire’s salary above the salary range Market Zone should be supported by exceptional skills and experience and
      needs to be carefully considered for such limited circumstances.
   i. Approvals are required from the following:
      ii. RC Head
      iii. Campus fiscal affairs or UA unit fiscal affairs
      iv. University HR, only for amounts above the salary range Market Zone.

7. For Service covered positions:
   a. An hourly wage rate up to the salary range midpoint can be established by the campus/unit.
   b. A starting wage rate above the midpoint can be considered for individuals with many years of directly related/
      transferable experience with approval from UHR. Internal pay equity should be maintained.
   c. For Apprentices staff, wage rates year 1 to 4: 75/80/85/90% of hiring rate established by campus for journey level job.

8. For non-union covered Support Staff positions, see Section 3 above for general guidelines. Also see Section 6.c. above
   for approvals required.

9. For Temporary Employees the rate of pay should be based on a competitive rate for the work that will be performed.

Promotion and Reclassification

Introduction

1. The Campus Human Resources Office can provide consultative advice and assistance at any point in the process.
2. Successful upward mobility for employees may be accomplished through a promotion. Consequently, managers and
   supervisors are expected to consider employees for promotion within their own departments and to allow them opportunities
   to seek advancement in other departments. An atmosphere conducive to exploring promotion must be maintained.
3. The university encourages staff to pursue career development opportunities; therefore, reasonable time away from the
   job for IU-provided training and development classes (see the Training and Education Policy) and IU job interviews is
   permissible. Employees are not required to make up the time or charge it to accumulated time off.

Pay/Salary increases as a result of promotion or reclassification

1. When an employee is promoted to a position of a higher grade, or when an employee’s position is re-classified to a higher
   grade, a salary increase may be given.
2. Reclassifications must comply with Position Classification/Reclassification.
3. For all Law Enforcement (L/E) positions.
a. An employee must have overall satisfactory performance and satisfy the minimum education and experience requirements in order to move to a higher classification grade.

b. An employee who receives a promotion will be advanced to the pay rate of the higher grade.
   i. Employees who are promoted to the Officer 1st Class grade will start at the minimum pay rate for that grade.
   ii. For AFSCME Police employees at Bloomington in reclassified positions, the new pay increase will be effective on the date the respective department head approved the associated new duties. If this date is prior to the date the position is officially reclassified, then the incumbent shall receive a lump-sum pay adjustment.

c. An employee paid at a pay rate higher than the pay rate for the higher grade position will continue at the current rate and be eligible for any future annual increases up to the wage structure maximum for Officer 1st Class.

d. Employees who move from another employee group (such as Support Staff (SS), Service Maintenance (SM), General Supervision (GS) or Professional (PA)) will be set at the classification grade and pay rate that corresponds to his/her education and experience relative to the minimum requirements for Officer 3rd Class, 2nd Class and 1st Class.

4. For Service covered positions:

a. The wage rate due to the promotion to a higher level job should be based on the employee’s skills and experience relative to the new position and the unit's fiscal resources.

b. Increases up to the midpoint or eight (8%) percent may be considered, provided all the below conditions are met:
   a. Employee’s skills and experience exceed the minimum qualifications of the new position;
   b. The increase will not create inequity with other employees in the unit performing same or similar work and having similar skills;
   c. The increase is consistent with the promotional increases provided to other employees within the unit under comparable circumstances;
   d. The new wage rate would not exceed the maximum of the rate for that pay grade; and
   e. The amount of the increase must be approved by Campus HR

c. Increases above the midpoint or greater than eight (8%) percent may be considered, provided all the below conditions are met:
   a. The employee’s qualifications relative to the new position are exceptional;
   b. The increase will not create inequity with other employees in the unit performing same or similar work and having similar skills;
   c. The increase is consistent with the promotional increases provided to other employees within the unit under comparable circumstances;
   d. The new wage rate would not exceed the maximum of the rate for that pay grade; and
   e. The department provides written justification with its request to UHR for approval

5. For Support positions, the campus Human Resources office and the requesting department head will work together to establish a salary increase amount which meets the following criteria:

a. A salary that creates an internal inequity should be carefully considered, including a strategy for remedying the inequity with other employees.

b. The increase will not exceed the maximum of the new salary range.

c. Is at least comparable to the salary level that would be paid to a new hire with equivalent qualifications

d. For CWA covered positions:
   i. The salary increase amount should also include the following criteria:
      a. Adequately recognizes the assumption of higher level responsivities
      b. Is consistent with the promotional increases provided to other employees under comparable circumstances
      c. Considers the individuals qualifications of the position
ii. A salary set in the first quartile of the salary range requires that the employee's qualifications meet or exceed the minimum qualifications for the position.

iii. A salary set in the middle of the salary range requires that the employee's qualifications are exceptional.

iv. The minimum increase should be five (5%) percent or the minimum of the new salary range, whichever is higher.

v. In limited circumstances, a minimum salary increase may be less than five percent (5%) if the increase would create internal inequity within the unit and if the promoted or reclassified employee gives his or her consent.

vi. The maximum increase is to the same relative position within the new salary range (i.e., the percentage difference between the pay ranges involved) or at the midpoint of the new range, whichever is higher.

6. Pay/salary increases due to promotion are effective on the date the employee fully assumes the new, higher-level duties.

7. Pay/salary increases due to reclassification - An increase should be effective at the start of the pay period following the approval of the new classification.

   a. For AFSCME Service covered positions at Bloomington, in the event that a position is reclassified to a higher grade, any new pay/salary increase will be effective from the date the respective department head approves the associated duties.

      i. If this effective date is prior to the date the position is officially reclassified, then the incumbent shall receive a lump-sum adjustment to make up for any difference in base salary.

8. For considerations for compensatory or other accrued time off balances, when staff transfer/promote between department and/or campuses see the respective policies, e.g. Overtime, PTO for PA, PTO for PB, Vacation.

The required approval for the pay/salary actions:

1. The applicant or employee shall NOT be notified of the pay/salary action until the above RC and any required campus approvals have been obtained.

   a. Campus Human Resources is the final reviewer of the E-Doc that will update the employee’s HRMS record.

2. For Support staff at Bloomington and Northwest:

   a. Increases in the first quartile require the approval of the Head of the Responsibility Center. At Northwest the campus additional approval from the campus Human Resources office is required.

   b. Increases in the second quartile or above the midpoint require the approval of the Responsibility Center and the campus Human Resources office.

3. For all other employee groups follow the campus specific approval process. Campus HR may be contacted for additional information.

4. Promotion documentation is to be initiated by the new department.

Lateral Transfer

Introduction

1. The Campus Human Resources Office can provide consultative advice and assistance at any point in the process.

Pay/Salary impact as a result of lateral transfer

1. A lateral transfer occurs when an employee moves from one position to another within the same salary grade and within the same or different job family. The position may be in the same or a different RC.

2. A lateral transfer may be initiated by the employee or by management.

3. Lateral transfers typically do not involve a major change in level of responsibility or job scope and, as such, do not normally result in a pay change. In determining whether there will be a pay adjustment the factors outlined in the Policy section of this document and the following factors should be considered:

   a. The wage schedule or salary structure, if the transfer involves a move to another campus

   b. The employee’s pay is consistent with the pay provided to other employees in the unit under comparable circumstance.
4. A salary decrease may be appropriate if a lateral transfer is initiated by the employee for personal or career development reasons, or as a result of a choosing another position because of a reduction in force, and results in an internal equity issue within the unit. Such decreases must be approved by campus HR.

5. For CWA covered positions:
   a. a reassignment initiated by management or a change in job title, all at the same grade within the same wage schedule, will result in no salary change.

6. For Law Enforcement employees:
   a. The wage for lateral transfers will be consistent with the wage schedule for the Police department on the new campus.
   b. Employees who move from another employee group (such as Support Staff (SS), Service Maintenance (SM), General Supervision (GS) or Professional (PA)) will be set at the classification grade and pay rate that corresponds to his/her education and experience relative to the minimum requirements for Officer 3rd Class, 2nd Class and 1st Class.

7. For Service employees:
   a. When an employee transfers to a job at the same classification grade, an increase of up to five (5%) percent may be considered if there is a significant difference in the complexity of the duties assigned. The duties must be documented in a position description (PD). All wage increases must be approved by Campus HR and internal pay equity must be maintained.

The required approval for the pay/salary actions:

1. The applicant or employee shall NOT be notified of the pay/salary action until the RC and any required campus approvals have been obtained.
   a. Campus Human Resources is the final reviewer of the E-Doc that will update the employee’s HRMS record.

2. For CWA covered support staff:
   a. Increases in the first quartile require the approval of:
      i. Department head
      ii. The Responsibility Center for Bloomington positions
         a. At Northwest the campus Human Resources office must also approve.
   b. Increases in the second quartile or above the midpoint require the approval of:
      i. Department head positions
      ii. The Responsibility Center for Bloomington positions
      iii. The campus Human Resources office
      iv. For increases above the midpoint notice must be sent to the office of the chancellor, provost, or appropriate vice president

3. For all other employee groups follow the campus specific approval process. Campus HR may be contacted for additional information.

4. Lateral transfer documentation is to be initiated by the new department.
   a. For CWA, An employee should not be given a transfer commitment until he/she has informed the present department head.

Demotion and Reclassification

Introduction

1. The Campus Human Resources Office can provide consultative advice and assistance at any point in the process.

Pay/Salary impact as a result of demotion

1. A demotion can occur due to:
   a. Reassignment of an employee to a new position in a pay grade lower than the current grade
b. Reclassification of a position to a lower grade.
c. Voluntary transfer to a position in a pay grade lower than their current grade due to personal or career development reasons
d. Reduction in force.

2. Demotions may result in a decrease in pay/salary.

3. Employees will be assigned to positions that are consistent with their skills and abilities and the university's needs and their salary will fairly reflect that assignment.

4. When it is contemplated that an employee is going to be transferred to a lesser classification, the campus Human Resource office must be contacted.

5. In determining if any pay/salary decrease will be made, the department should consider all of the following:
   a. The reason for the action, such as:
      i. When an employee is transferred to a position due to performance, qualifications, or corrective action a reduction in pay typically occurs.
         a. For CWA covered employees, the maximum decrease is to the same relative position within the salary range (i.e., the percentage difference between the pay ranges involved).
      ii. When an employee voluntarily applies for or chooses another position (this includes when they apply as a result of a Reduction in Force). This typically results in a reduction in pay.
         a. For CWA covered employees, the maximum decrease is to the same relative position within the salary range (i.e., the percentage difference between the pay ranges involved).
      iii. When a reorganization or reclassification occurs, this may result in a reduction in pay.
         a. For AFSCME Service covered employee, if a position classification is changed to a job in a lower grade due to reorganization and a change in duties there would typically be no reduction in pay.
            a. If the employee’s pay is outside of the new pay range then the rate will be frozen or “red-circled” until it falls below the pay range maximum. Any annual wage increases will be paid in the form of additional pay (fiscal year supplement, FYS) in bi-weekly installments over the fiscal year.
               • Any annual wage increases will be paid in the form of additional pay (fiscal year supplement, FYS) in bi-weekly installments over the fiscal year.
               • An employee with a FYS who changes positions, with the exception of a change to Professional Staff, during the fiscal year will continue to receive the FYS.
         b. For CWA, if a position classification is changed to a job in a lower grade due to reorganization and a change of duties, there will be no reduction in the affected individual's salary. However, when the salary is outside the range, in which case if a classification change would cause an employee's salary to exceed the salary maximum of the new classification, the employee's salary will be reduced to the top of the new salary range of the new classification.
         c. For AFSCME Police covered positions, an employee who is promoted to a position in the Professional functional classification and who then returns to a Police Service position will have their original Police Service occupational unit seniority time reinstated.

6. Reclassifications must comply with Position Classification/Reclassification policy.

**The required approval for the pay/salary actions:**

1. For CWA covered support staff:
   a. Increases in the first quartile require the approval of:
      i. Department head
      ii. The Responsibility Center for Bloomington positions
         a. At Northwest the campus Human Resources office must also approve.
b. Increases in the second quartile or above the midpoint require the approval of:
   i. Department head
   ii. The Responsibility Center for Bloomington positions
   iii. The campus Human Resources office

2. For all other employee groups follow the campus specific approval process. Campus HR may be contacted for additional information.

In-Range and Equity Adjustments

In-Range Increases

1. An in-range increase may be appropriate when:
   a. The scope and responsibility of an employee’s position significantly changes within the current grade, and
   b. An employee mastered new job competences resulting in significant additional responsibilities within the current grade.

2. Job changes must be measurable and well documented
   a. the rationale for an in-range increase requires written substantiation of the assignment of additional responsibilities and/or the new job competences
   b. the Department must document the new responsibilities in an updated position description with the campus human resource office.

3. For CWA covered positions, to be eligible, the employee’s pay should be below the fourth quartile of the wage schedule.

4. For Professional staff, and Support and Service Staff not represented by a union, nothing in this policy provision is intended to prohibit an in-range reduction in pay. Such an action could be considered when there is a significant reduction in responsibilities that is measurable and well documented.

5. For Service employees, in-range increases up to five (5%) percent may be considered.

Equity adjustments

1. An equity adjustment is a special, one-time increase to the base pay provided to an employee or employees to correct a significant deviation from internal equity or external competitiveness.

2. Equity adjustments may be appropriate in any of the situations described below. In these situations the department may review pay across their organization and may request adjustments for additional individuals to ensure equity is maintained.
   a. An employee is paid substantially lower in the pay range than other employees with similar qualifications and comparable years of service in the same job or comparable jobs in the RC or if appropriate comparable jobs at the university.
   b. There is significant compression between the employee's pay and the pay of more recent hires in the same job within the same department, which results from conditions outside the control of the department head (e.g., placements through reduction in force or reorganizations).
   c. There is significant compression between the employee's pay and any pay of other employees who report directly to the employee.

3. The rationale for an equity adjustment requires written substantiation and analysis of the pay discrepancy and the internal or external market conditions that led to the discrepancy; and if applicable, documentation of any relevant employment offer.

4. Following are guidelines for equity adjustments:
   a. A pay adjustment may occur at any time of the year.
   b. Pay adjustments will not be approved retroactively.
   c. No employee will receive more than one pay adjustment during any twelve-month period.
   d. Generally, an employee must have been in the current position for at least six months and performance must be at least at the satisfactory level.
e. For CWA covered employees:
   i. A pay adjustment should not exceed 10% of the employee's current pay.
   ii. The employee's pay should be below the midpoint of the range and the employee should have considerable years of service and/or critical experience or skills.
   iii. In determining the amount of the equity adjustment, in addition to those principles listed in the policy section also consider.
      a. The employee's placement within the salary range relative to the number of years of service
f. For Service covered employees:
   i. Up to a five (5%) percent wage increase may be considered to address internal equity issues.
   ii. Increases must be approved by Campus HR; and increases greater than five (5%) percent require UHRS approval.

Pay Decisions as the Result of Job-Related Certification

1. Certain job related certifications needed to advance within a profession may result in a pay increase adjustment but are not explicitly required by policy.
2. A formal certification pay adjustment program should be approved and on file with the Campus Human Resources Office prior to the submission of any related salary adjustments.

Procedures for In-Range Increases and Equity Salary Increases

1. The department head will obtain approval for the starting salary and the salary adjustments:
   a. For CWA covered positions:
      i. Recommendations for a salary adjustment will be initiated and forwarded by the department head, with notice to the Responsibility Center for Bloomington positions, and submitted to the campus human resources office.
      ii. The campus HR office will review the request, and is responsible for the approval of all salary adjustments.
         a. For equity requests, the respective campus HR office will notify the president of CWA, Local 4730, for Bloomington and Northwest positions and the Northwest campus CWA vice president for Northwest positions, prior to the approval of a salary adjustment, and provide the president an opportunity to discuss the request.
      iii. Notification of the result of a requested salary adjustment will be made by and to the following persons:
         a. HR will notify the requesting department head.
         b. Department heads will notify the employee requesting the adjustment.
         c. The department head will notify departmental employees to initiate the paperwork required for payroll and budget actions.
   b. For Non-Union Support and Professional Positions, the department head shall obtain approval for the salary adjustments, including the following required approvals
      i. The immediate supervisor shall obtain approval from her or his manager
      ii. Any salary that is at or above the Upper Reference Point shall have the RC head approval.
      iii. The unit’s fiscal officer shall indicate that base or alternate appropriate funds are available.
      iv. Any other RC or campus approval protocol shall be followed and approvals obtained.

Definitions

1. A demotion occurs when an employee moves from one position to another position that is assigned to a lower job grade in the same or different job family or when a department restructures the duties and responsibilities of a position resulting in a classification to a lower job grade.
2. **Equity adjustment** are used to remedy significant inequities with internal or external positions, based on substantiated comparisons that are documented; includes responding to an employment offer from an external entity for a position with comparable duties and responsibilities. Equity adjustments are for exceptional circumstances and require careful analysis to ensure compliance with Trustee approved salary policies.

3. **Grade level** is the alphabetical or numerical level assigned to a group of jobs.

4. An **incumbent** is the current employee in a specific position.

5. A **job** is a collection of positions that have similar major duties and responsibilities.

6. **In-range increase** occur when there is a significant change in responsibilities that resulted in a greater scope of responsibility within the current job grade. These duties are typically being performed for an extended period of time, such as six months or more, and the employee has demonstrated competency in the expanded responsibilities.

7. **Lateral transfers** typically do not involve a major change in level of responsibility or job scope and, as such, do not normally but may result in a salary change.

8. A **promotion** occurs when an employee is promoted to a position in a higher salary grade (or when an employee’s current position is reclassified to a higher range).

9. A **position** is a specific set of duties and responsibilities assigned to and performed by an individual.

10. **Position classification** is the assignment of a position to an established, broad-based job that most closely matches the distinguishing characteristics of the position.

11. A **quartile** is any one of four equal divisions.

12. A **reclassification** occurs when the duties and responsibilities of a position are significantly redefined and the Campus Human Resources Office determines that the current job description no longer characterizes the nature of the work. The position is then assigned to a job in the same or different job family.

13. **Salary range** is the range of salaries, from lowest to highest, that is assigned to each grade.

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

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**History**

Replaces the following policies and guidelines

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Recruitment-Selection</th>
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<td>3.1 - Payroll Procedures</td>
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<tr>
<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>2.6 - Salary Decisions for Professional Staff</td>
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<td>Service Wage Guidelines</td>
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Replaces parts of the following policies and guidelines
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<th>AFSCME Police</th>
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<td>3.2 - Filling Positions</td>
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10.2 - Rules and Guidelines for Filling Positions

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Pay and Salary Setting

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. Indiana University pledges itself to continue its commitment to the achievement of equal opportunity within the University and throughout American society as a whole. In this regard, Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, sex, gender identity, marital status, national origin, race, religion, sexual orientation, or veteran status.

2. It is the policy of Indiana University to pay all employees accurately and to remedy any errors in a timely manner consistent with Indiana law.

   a. Clearly communicated policy prohibiting improper deductions including a complaint mechanism
   b. Reimbursing employees for any improper deductions in a reasonable timeframe
   c. Making a good faith commitment to comply in the future.

3. The University retains the right to eliminate, change, and establish classification pay grades. In the event a new position is established, or an existing position is changed, the campus Human Resource office shall classify the position within a Pay Plan which identifies an appropriate range of pay.

4. No supervisor or administrator may communicate or extend an offer contrary to the university policies related to employment, compensation or benefits, nor imply or state that a contract has been created between the university and the current or future employee before the necessary approvals have been obtained. Only the president or vice presidents may offer actual contracts.
5. Principles applicable to all decisions: [PA/SS 2.6 D.4.] [PA/SS 2.6 C.3.c.] [PA/SS 2.6 D.3.c.]
   a. The classification level and pay range of the position’s job level [PA/SS 2.6 B.2.c.] [PA/SS 2.6 K.b.third dot]
   b. The candidate’s/employee’s job-related qualifications [CWA 9.3 B.3.e.] [CWA 9.4 Pro. 2.a. in part] [CWA 9.4 Pro. 2.d.] [CWA 9.4 B.1.c.] [CWA 9.4 G.3.a.] [CWA 9.4 Pro. 2.a. first dot] [PA/SS 2.6 B.2.a.] [PA/SS 2.6 D.3.a.] [PA/SS 2.6 E.3.a.] [PA/SS 2.6 G.4.a. in part] [PA/SS 2.6 H.3.a.] [PA/SS 2.6 I.2.a.] [PA/SS 2.6 K.2.a.third dot]
   c. The employee’s performance [CWA 9.4 B.1.c.] [CWA 9.4 Pro. 2.d.] [PA/SS 2.6 A.2.c.first dot] [PA/SS 2.6 C.3.a. in part] [PA/SS 2.6 F.3.a.] [PA/SS 2.6 G.4.a. in part] [PA/SS 2.6 H.3.a.] [PA/SS 2.6 I.2.a.] [PA/SS 2.6 K.Principles.third dot]
   d. Pay of current employees in the same job or comparable jobs at IU; depending on the position, this includes comparable jobs within the department, the Campus, RC, or the university. [CWA 9.3 B.3.b.] [CWA 9.3 B.3.d. in spirit] [CWA 9.4 B.1.b.] [CWA 9.4 C.3.b.] [CWA 9.4 G.3.b.] [CWA 9.4 H.1.] [PA/SS 2.6 A.2.c.second dot] [PA/SS2.6 B.2.b.] [PA/SS 2.6 C.3.b.] [PA/SS 2.6 D.3.b.] [PA/SS 2.6 E.3.b.] [PA/SS 2.6 F.3.b.] [PA/SS 2.6 G.4.b.] [PA/SS 2.6 H.3.b.] [PA/SS 2.6 I.2.b.] [PA/SS 2.6 K.2.a.second dot] [PA/SS 2.6 K.2.b.second dot]
   f. External market considerations for similar work in the relevant labor market segment based on geographical considerations (local, state, regional, or national) and type of employer (public, private, or higher education) [CWA 9.4 B.1.a.] [CWA 9.4 B.2.a. in spirit] [PA/SS 2.6 A.2.c.fourth dot] [PA/SS 2.6 I.2.c.]

6. The maximum of a pay range represents a wage that is significantly above average competitive wage grades. As such, it is reserved solely for exceptional performers who continually make significant contributions to the university. [CWA 9.4 H.2.]
7. Employees should not receive a wage that exceeds the established maximum for the assigned pay range. This is necessary to preserve the integrity of the wage structure. [CWA 9.4 H.3. in spirit]
8. The applicant or employee shall NOT be notified of the pay/salary action until the RC and any required campus approvals have been obtained. [CWA 9.4 I.4.] [PA/SS 2.6 J.7]
9. Employees who meet minimum job qualifications should receive at least the minimum of the range. [PA/SS 2.6 C.6.] [PA/SS 3.2 C.1. in part]
Procedures

<<Begin New Hire Fold>>
Pay/Salary Setting: New Hires

1. The campus Human Resources office can provide consultative advice and assistance at any point in the process described below. [PA/SS 2.6 J.2.]
2. Campus Human Resources is the final reviewer of the E-Doc that will update the employee’s HRMS record. [PA/SS 2.6 J.6.]
3. In determining a starting wage for Support and Professional employees’ managers should consider the elements listed under Policy above and include all of the following: [CWA 9.4 B.1.] [PA/SS 2.6 B.2.]
   a. A new hire wage that creates an internal inequity should be carefully considered, including a strategy or plan for remedying the inequity with other employees. Such a remedy should be approved by campus HR before offering the pay/salary to the new hire. [PA/SS 2.6 A.2.b.] [PA/SS 2.6 A.2.d.third dot] [PA/SS 2.6 B.3.]
   b. Any Department of Labor (DOL) minimum salary that would apply to certain visa holders [PA/SS 2.6 B.2.d.]
4. For CWA covered positions:
   a. A starting wage set in the first quartile of the pay range requires that the new employee's qualifications meet or exceed the minimum qualifications for the position. [CWA 9.3 B.4. in part] [CWA 9.4 B.2.a.] [CWA 9.4 B.3. in part]
   b. A starting wage at or near the pay of current incumbents in the same or comparable jobs will not be approved unless the new employee's qualifications are comparable to those of the current incumbents. [CWA 9.4 B.2.b.]
   c. A starting wage may be set in the second quartile of the pay range up to the midpoint. This requires that the new employee's qualifications are exceptional. Departments will provide justification upon request to the campus Human Resources office to start a new hire's wage above the first quartile. [CWA 9.3 B.4. in part] [CWA 9.4 B.2.c.]
   d. Required approvals:
      i. A starting wage in the first quartile require the approval of: [CWA 9.3 B.5.a.] [CWA 9.4 B.3.] [CWA 9.4 C.5.a.]
         1. The Department head [CWA 9.4 B.3.a.] [CWA 9.4 C.5.a.i.]
      ii. A starting wage in the second quartile or above the midpoint requires the approval of: [CWA 9.3 B.5.a.2.] [CWA 9.4 C.5.b.]
         [CWA 9.4 C.5.c.]
         1. The Department head [CWA 9.4 C.5.b.i.]
2. The Responsibility Center for Bloomington positions

3. The campus Human Resources office [CWA 9.3 B.5.a.2.iii.] [CWA 9.3 B.5.a.3.iii.] [CWA 9.4 C.5.b.iii.] [CWA 9.4 C.5.c.iii.]

5. For Law Enforcement employees:
   a. will be hired at the classification grade and pay rate that corresponds to his/her education and experience relative to the minimum requirements for Officer 3rd Class, 2nd Class, and 1st Class. Employees who have a background that satisfies the requirements for Officer 1st Class will be hired at the minimum pay rate for that grade. [Law Enforcement Pay Guidelines]

6. For Professional Staff positions:
   a. A new hire’s salary above the salary range Market Zone should be supported by exceptional skills and experience and needs to be carefully considered for such limited circumstances. [PA/SS 2.6 B.4. in part]
   b. Approvals are required from the following: [PA/SS 2.6 B.5.]
      i. RC Head
      ii. Campus fiscal affairs or UA unit fiscal affairs
      iii. University HR, only for amounts above the salary range Market Zone.

7. For Service covered positions:
   a. An hourly wage rate up to the salary range midpoint can be established by the campus/unit. [Service Wage Guidelines]
   b. A starting wage rate above the midpoint can be considered for individuals with many years of directly related/transferable experience with approval from UHR. Internal pay equity should be maintained. [Service Wage Guidelines]
   c. For Apprentices staff, wage rates year 1 to 4: 75/80/85/90% of hiring rate established by campus for journey level job. [Service Wage Guidelines]

8. For non-union covered Support Staff positions, see Section 3 above for general guidelines. Also see Section 6.c. above for approvals required.

9. For Temporary Employees the rate of pay should be based on a competitive rate for the work that will be performed. [Temp 1.2. C.2.]

<<End New Hire Fold>>

<<Begin Promotion Fold>>

Pay/Salary Setting: Promotion and Reclassification

Introduction
1. The Campus Human Resources Office can provide consultative advice and assistance at any point in the process. [PA/SS 2.6 J.2.]
2. Successful upward mobility for employees may be accomplished through a promotion. Consequently, managers and supervisors are expected to consider
employees for promotion within their own departments and to allow them opportunities to seek advancement in other departments. An atmosphere conducive to exploring promotion must be maintained. [AFSCME Service 2.10 B.1.] [CWA 6.5 A.1. in spirit] [CWA 6.5 B.1. in spirit]

3. The university encourages staff to pursue career development opportunities; therefore, reasonable time away from the job for IU-provided training and development classes (see the Training and Education Policy) and IU job interviews is permissible. Employees are not required to make up the time or charge it to accumulated time off. [CWA 6.5 C.1.]

Pay/Salary increases as a result of promotion or reclassification

1. When an employee is promoted to a position of a higher grade, or when an employee’s position is re-classified to a higher grade, a salary increase may be given. [CWA 9.4 C.1] [CWA 10.2 B.3. in spirit]

2. Reclassifications must comply with Position Classification/Reclassification. [CWA 9.4 C.1.b.]

3. For all Law Enforcement (L/E) positions.
   a. An employee must have overall satisfactory performance and satisfy the minimum education and experience requirements in order to move to a higher classification grade. [Law Enforcement Pay Guidelines]
   b. An employee who receives a promotion will be advanced to the pay rate of the higher grade. [AFSCME Police Position Classification C.7. in part in spirit]
      i. Employees who are promoted to the Officer 1st Class grade will start at the minimum pay rate for that grade. [Law Enforcement Pay Guidelines]
      ii. For AFSCME Police employees at Bloomington in reclassified positions, the new pay increase will be effective on the date the respective department head approved the associated new duties. If this date is prior to the date the position is officially reclassified, then the incumbent shall receive a lump-sum pay adjustment. [AFSCME Police Position Classification C.7. in part in spirit]
   c. An employee paid at a pay rate higher than the pay rate for the higher grade position will continue at the current rate and be eligible for any future annual increases up to the wage structure maximum for Officer 1st Class. [Law Enforcement Pay Guidelines]
   d. Employees who move from another employee group (such as Support Staff (SS), Service Maintenance (SM), General Supervision (GS) or Professional (PA)) will be set at the classification grade and pay rate that corresponds to his/her education and experience relative to the minimum requirements for Officer 3rd Class, 2nd Class and 1st Class. [Law Enforcement Pay Guidelines]

4. For Service covered positions:
   a. The wage rate due to the promotion to a higher level job should be based on the employee’s skills and experience relative to the new position and the unit's fiscal resources. [Service Wage Guidelines]
   b. Increases up to the midpoint or eight (8%) percent may be considered, provided all the below conditions are met: [Service Wage Guidelines]
i. Employee’s skills and experience exceed the minimum qualifications of the new position;

ii. The increase will not create inequity with other employees in the unit performing same or similar work and having similar skills;

iii. The increase is consistent with the promotional increases provided to other employees within the unit under comparable circumstances;

iv. The new wage rate would not exceed the maximum of the rate for that pay grade; [PA/SS Pro G. 4.c. in spirit] and

v. The amount of the increase must be approved by Campus HR [Service Wage Guideline]

c. Increases above the midpoint or greater than eight (8%) percent may be considered, provided all the below conditions are met: [Service Wage Guideline]

   i. The employee’s qualifications relative to the new position are exceptional;

   ii. The increase will not create inequity with other employees in the unit performing same or similar work and having similar skills;

   iii. The increase is consistent with the promotional increases provided to other employees within the unit under comparable circumstances;

   iv. The new wage rate would not exceed the maximum of the rate for that pay grade; and

   v. The department provides written justification with its request to UHR for approval

5. For Support positions, the campus Human Resources office and the requesting department head will work together to establish a salary increase amount which meets the following criteria: [CWA 9.3 B.3 and its subsections in spirit] [CWA 9.4 C.3.]

   a. A salary that creates an internal inequity should be carefully considered, including a strategy for remedying the inequity with other employees. [CWA 9.3 B.3.b.] [PA/SS 2.6 C.4.]

   b. The increase will not exceed the maximum of the new salary range. [CWA 9.4 C.2.a.] [PA/SS 3.2 C.1.]

   c. Is at least comparable to the salary level that would be paid to a new hire with equivalent qualifications [CWA 9.3 B.3.a.] [CWA 9.4 C.3.a.]

   d. For CWA covered positions:

      i. The salary increase amount should also include the following criteria:

         1. Adequately recognizes the assumption of higher level responsivities [CWA 9.4 C.3.c.]

         2. Is consistent with the promotional increases provided to other employees under comparable circumstances [CWA 9.4 C.3.d.]

         3. Considers the individuals qualifications of the position [CWA 9.4. C.3.e.]

      ii. A salary set in the first quartile of the salary range requires that the employee's qualifications meet or exceed the minimum
qualifications for the position. [CWA 9.3 B.4.] [CWA 9.4 C.4. in part]

iii. A salary set in the middle of the salary range requires that the employee's qualifications are exceptional. [CWA 9.3 B.4.] [CWA 9.4 C.4. in part]

iv. The minimum increase should be five (5%) percent or the minimum of the new salary range, whichever is higher. [CWA 9.4 C.2.a.]

v. In limited circumstances, a minimum salary increase may be less than five percent (5%) if the increase would create internal inequity within the unit and if the promoted or reclassified employee gives his or her consent. [CWA 9.4 C.2.a.i.]

vi. The maximum increase is to the same relative position within the new salary range (i.e., the percentage difference between the pay ranges involved) or at the midpoint of the new range, whichever is higher. [CWA 9.3 B.2.b.] [CWA 9.4 C.2.b.]

6. Pay/salary increases due to promotion are effective on the date the employee fully assumes the new, higher-level duties. [PA/SS 2.6 J.5.]

7. Pay/salary increases due to reclassification - An increase should be effective at the start of the pay period following the approval of the new classification. [CWA 9.3 B.1.a.] [CWA 9.4 C.1.b.i.]
   a. For AFSCME Service covered positions at Bloomington, in the event that a position is reclassified to a higher grade, any new pay/salary increase will be effective from the date the respective department head approves the associated duties. [AFSCME Service 1.2 C.7.]
   i. If this effective date is prior to the date the position is officially reclassified, then the incumbent shall receive a lump-sum adjustment to make up for any difference in base salary. [AFSCME Service 1.2 C.7.]

8. For considerations for compensatory or other accrued time off balances, when staff transfer/promote between department and/or campuses see the respective policies, e.g. Overtime, PTO, Vacation. [AFSCME Police Transfers C.7.f.] [AFSCME Service 2.10 C.7.g. in spirit] [CWA 6.5 E.1.]

The required approval for the pay/salary actions:

1. The applicant or employee shall NOT be notified of the pay/salary action until the above RC and any required campus approvals have been obtained. [PA/SS 2.6 J.7]
   a. Campus Human Resources is the final reviewer of the E-Doc that will update the employee’s HRMS record. [PA/SS 2.6 J.6.]

2. For Support staff at Bloomington and Northwest: [CWA 9.3 B.5.b. and its subsections]
   a. Increases in the first quartile require the approval of [CWA 9.3 B.5.a.] [CWA 9.4 C.5.a.] the Head of the Responsibility Center [CWA 9.3 B.5.a.2.] [CWA 9.4 C.5.a.ii.]. At Northwest the campus additional approval from the campus HR office is required. [CWA 9.3 B.5.a.1.ii.] [CWA 9.4 C.5.a.ii.]

3. For all other employee groups follow the campus specific approval process. Campus HR may be contacted for additional information.

4. Promotion documentation is to be initiated by the new department. [AFSCME 2.10 C.7.a]

<<End Promotion Fold>>

<<Begin Lateral Transfer Fold>>

Pay/Salary Setting: Lateral Transfer

Introduction

1. The Campus Human Resources Office can provide consultative advice and assistance at any point in the process. [PA/SS 2.6 J.2.]

Pay/Salary impact as a result of lateral transfer

1. A lateral transfer occurs when an employee moves from one position to another within the same salary grade and within the same or different job family. [CWA 9.4 D.1. in part] The position may be in the same or a different RC. [PA/SS 2.6 E.1.]

2. A lateral transfer may be initiated by the employee or by management. [CWA 9.4 D.1. in part]

3. Lateral transfers typically do not involve a major change in level of responsibility or job scope and, as such, do not normally result in a pay change. In determining whether there will be a pay adjustment the factors outlined in the Policy section of this document and the following factors should be considered: [CWA 9.3 D.1. in spirit] [CWA 9.4 D.2.] [CWA 10.2 C.2. in spirit] [CWA 10.2 D.1. in spirit] [PA/SS 3.2 D.1.a. in part] [PA/SS 3.2 D.2. in part]
   a. The wage schedule or salary structure, if the transfer involves a move to another campus [CWA 9.4 D.3. in spirit] [PA/SS 2.6 E.2. in spirit]
   b. The employee’s pay is consistent with the pay provided to other employees in the unit under comparable circumstance. [CWA 9.4 C.3.d.]

4. A salary decrease may be appropriate if a lateral transfer is initiated by the employee for personal or career development reasons, or as a result of a choosing another position because of a reduction in force, and results in an internal equity issue within the unit. [CWA 9.4 D.2.b. in spirit] Such decreases must be approved by campus HR.

5. For CWA covered positions:
   a. a reassignment initiated by management or a change in job title, all at the same grade within the same wage schedule, will result in no salary change. [CWA 9.4 D.2.a.]

6. For Law Enforcement employees:
a. The wage for lateral transfers will be consistent with the wage schedule for the Police department on the new campus. [AFSCME Police Transfers C.7.c.]

b. Employees who move from another employee group (such as Support Staff (SS), Service Maintenance (SM), General Supervision (GS) or Professional (PA)) will be set at the classification grade and pay rate that corresponds to his/her education and experience relative to the minimum requirements for Officer 3rd Class, 2nd Class and 1st Class. [Law Enforcement Pay Guidelines]

7. For Service employees:
   a. When an employee transfers to a job at the same classification grade, an increase of up to five (5%) percent may be considered if there is a significant difference in the complexity of the duties assigned. The duties must be documented in a position description (PD). All wage increases must be approved by Campus HR and internal pay equity must be maintained. [Service Wage Guidelines]

The required approval for the pay/salary actions:

1. The applicant or employee shall NOT be notified of the pay/salary action until the RC and any required campus approvals have been obtained. [PA/SS 2.6 J.7]
   a. Campus Human Resources is the final reviewer of the E-Doc that will update the employee’s HRMS record. [PA/SS 2.6 J.6.]

2. For CWA covered support staff:
   a. Increases in the first quartile require the approval of: [CWA 9.3 B.5.a.] [CWA 9.4 C.5.a.]
      i. Department head [CWA 9.4 5.a.i.]
      ii. The Responsibility Center for Bloomington positions [CWA 9.3 B.5.a.2.] [CWA 9.4 C.5.a.ii.]

4. At Northwest the campus Human Resources office must also approve. [CWA 9.3 B.5.a.1.ii.] [CWA 9.4 C.5.a.ii.]
   b. Increases in the second quartile or above the midpoint require the approval of: [CWA 9.3 B.5.a.2.] [CWA 9.3 B.5.a.3.] [CWA 9.4 C.5.b.] [CWA 9.4 C.5.c.]
      i. Department head positions [CWA 9.3 B.5.a.2.i.] positions [CWA 9.3 B.5.a.3.i.] [CWA 9.4 B.5.b.i.]
      ii. The Responsibility Center for Bloomington positions [CWA 9.3 B.5.a.2.ii.] [CWA 9.3 B.5.a.3.ii.] [CWA 9.4 C.5.c.ii.]
      iii. The campus Human Resources office [CWA 9.3 B.5.a.2.iii.] [CWA 9.3 B.5.a.3.iii.] [CWA 9.4 C.5.b.iii.] [CWA 9.4 C.5.c.iii.]
      iv. For increases above the midpoint notice must be sent to the office of the chancellor, provost, or appropriate vice president [CWA 9.3 B.5.a.3.iv.] [CWA 9.4 C.5.c.iv.]

3. For all other employee groups follow the campus specific approval process. Campus HR may be contacted for additional information.

4. Lateral transfer documentation is to be initiated by the new department. [AFSCME 2.11 C.4.e.]
a. For CWA, An employee should not be given a transfer commitment until he/she has informed the present department head. [CWA 10.2 C.4.]

<<End Lateral Transfer Fold>>

<<Begin Demotion Fold>>

Pay/Salary Setting: Demotion and Reclassification

Introduction
1. The Campus Human Resources Office can provide consultative advice and assistance at any point in the process. [PA/SS 2.6 J.2.]

Pay/Salary impact as a result of demotion
1. A demotion can occur due to:
   a. Reassignment of an employee to a new position in a pay grade lower than the current grade [AFSCME Police Transfers C.7.d. in part] [CWA 9.4 E.2. in part] [PA/SS 2.6 D.1. in part]
   b. Reclassification of a position to a lower grade. [AFSCME Police Transfers C.7.d. in part] [CWA 9.4 E.2. in part] [PA/SS 2.6 D.1. in part] [PA/SS 3.2 E. in part]
   c. Voluntary transfer to a position in a pay grade lower than their current grade due to personal or career development reasons [AFSCME Police Transfers C.7.d. in part] [CWA 10.2 D.1.] [PA/SS 2.6 D.2. in part] [PA/SS 3.2 E. in part]
   d. Reduction in force. [AFSCME Police Transfers C.7.d. in part] [CWA 10.2 D.1.] [PA/SS 2.6 D.2. in part] [PA/SS 3.2 E. in part]
2. Demotions may result in a decrease in pay/salary. [AFSCME Police Transfers] [AFSCME Service 2.10 C.7.e. in part] [CWA 9.4 E.2. in part] [PA/SS 2.6 G.2.]
3. Employees will be assigned to positions that are consistent with their skills and abilities and the university's needs and their salary will fairly reflect that assignment. [CWA 9.4 E.1.]
4. When it is contemplated that an employee is going to be transferred to a lesser classification, the campus Human Resource office must be contacted. [AFSCME Police Transfers C.7.d. in part] [AFSCME Service 2.10 C.7.e. in part] [CWA 9.4 E.5 in spirit] [Service Wage Guidelines]
5. In determining if any pay/salary decrease will be made, the department should consider all of the following: [PA/SS 2.6 D.3.]
   a. The reason for the action, such as:
      i. When an employee is transferred to a position due to performance, qualifications, or corrective action a reduction in pay typically occurs. [AFSCME Police Position Class C.8.a. in part] [CWA 9.4 E.2.b.ii.] [PA/SS 2.6 D.3.d.] [Service Wage Guidelines]
         1. For CWA covered employees, the maximum decrease is to the same relative position within the salary range (i.e., the
percentage difference between the pay ranges involved). [CWA 9.4 C.3.b.]

ii. When an employee voluntarily applies for or chooses another position (this includes when they apply as a result of a Reduction in Force). This typically results in a reduction in pay. [AFSCME Service 1.2 C.8.a.] [CWA 9.4 E.2.b.i.] [Service Wage Guidelines]

   1. For CWA covered employees, the maximum decrease is to the same relative position within the salary range (i.e., the percentage difference between the pay ranges involved). [CWA 9.4 C.3.b.]

iii. When a reorganization or reclassification occurs, this may result in a reduction in pay.

   1. For AFSCME Service covered employee, if a position classification is changed to a job in a lower grade due to reorganization and a change in duties there would typically be no reduction in pay. [Service Wage Guidelines in spirit]

      a. If the employee’s pay is outside of the new pay range then the rate will be frozen or “red-circled” until it falls below the pay range maximum. Any annual wage increases will be paid in the form of additional pay (fiscal year supplement, FYS) in bi-weekly installments over the fiscal year. [AFSCME Police Position Class C.8.] [AFSCME Service 1.2 C.8.a.] [Law Enforcement Pay Guidelines] [Service Wage Guide]

      • Any annual wage increases will be paid in the form of additional pay (fiscal year supplement, FYS) in bi-weekly installments over the fiscal year. [Service Wage Guidelines]

      • An employee with a FYS who changes positions, with the exception of a change to Professional Staff, during the fiscal year will continue to receive the FYS. [Service Wage Guidelines]

   2. For CWA, if a position classification is changed to a job in a lower grade due to reorganization and a change of duties, there will be no reduction in the affected individual's salary. However, when the salary is outside the range, in which case if a classification change would cause an employee's salary to exceed the salary maximum of the new classification, the employee's salary will be reduced to the top of the new salary range of the new classification. [CWA 9.3 C.] [CWA 9.4 E.2.a.] [CWA 9.4 E.2.a.i.] [CWA 9.4 E.2.b.iii.]

   3. For AFSCME Police covered positions, an employee who is promoted to a position in the Professional functional classification and who then returns to a Police Service
position will have their original Police Service occupational unit seniority time reinstated. [AFSCME Police Transfers 7.e.]

6. Reclassifications must comply with Position Classification/Reclassification policy. [CWA 9.4 C.1.b.]

The required approval for the pay/salary actions:

1. For CWA covered support staff:
   a. Increases in the first quartile require the approval of: [CWA 9.3 B.5.a.]
      [CWA 9.4 C.5.a.]
         i. Department head [CWA 9.4 C.5.a.i.]
         ii. The Responsibility Center for Bloomington positions [CWA 9.3 B.5.a.2.]
             [CWA 9.4 C.5.a.ii.]
             1. At Northwest the campus Human Resources office must also approve. [CWA 9.3 B.5.a.1.ii.]
   b. Increases in the second quartile or above the midpoint require the approval of: [CWA 9.3 B.5.a.2.]
      [CWA 9.3 B.5.a.3.]
      [CWA 9.4 C.5.b.]
      [CWA 9.4 C.5.c.]
         i. Department head [CWA 9.4 C.5.b.i.]
         ii. The Responsibility Center for Bloomington positions [CWA 9.3 B.5.a.2.ii.]
             [CWA 9.3 B.5.a.3.ii.]
             [CWA 9.4 C.5.b.ii.]
             [CWA 9.4 C.5.c.ii.]
         iii. The campus Human Resources office [CWA 9.3 B.5.a.2.iii.]
             [CWA 9.3 B.5.a.3.iii.]
             [CWA 9.4 C.5.b.iii.]
             [CWA 9.4 C.5.c.iii.]

2. For all other employee groups follow the campus specific approval process. Campus HR may be contacted for additional information.

<<End Demotion Fold>>

<<Begin In-Range and Equity Fold>>

Pay/Salary Setting: In-Range and Equity Adjustments

In-Range Increases

1. An in-range increase may be appropriate when: [CWA 9.4 G.1.]
   [PA/SS 2.6 H.1.]
   a. The scope and responsibility of an employee’s position significantly changes within the current grade, and [CWA 9.4 G.1.a. in spirit] [PA/SS 2.6 H.1.a. in spirit] [PA/SS 2.6 K.2.a.first dot]
   b. An employee mastered new job competences resulting in significant additional responsibilities within the current grade. [CWA 9.4 G.1.b.]
   [PA/SS 2.6 H.1.b.]

2. Job changes must be measurable and well documented [CWA 9.4 G.2.]
   [PA/SS 2.6 H.2.]
a. the rationale for an in-range increase requires written substantiation of the assignment of additional responsibilities and/or the new job competences [CWA 9.4 G.2.a.] [PA/SS 2.6 H.4.]
b. the Department must document the new responsibilities in an updated position description with the campus human resource office. [CWA 9.4 G.2.b.]

3. For CWA covered positions, to be eligible, the employee’s pay should be below the fourth quartile of the wage schedule. [CWA 9.4 G.4.]

4. For Professional staff, and Support and Service Staff not represented by a union, nothing in this policy provision is intended to prohibit an in-range reduction in pay. Such an action could be considered when there is a significant reduction in responsibilities that is measurable and well documented. [PA/SS 2.6 H.6.]

5. For Service employees, in-range increases up to five (5%) percent may be considered. [Service Wage Guidelines]

**Equity adjustments**

1. An equity adjustment is a special, one-time increase to the base pay provided to an employee or employees to correct a significant deviation from internal equity or external competitiveness. [CWA 9.4 F.1.] [PA/SS 2.6 I.1.] [PA/SS 2.6 K.2.b.first dot in spirit]

2. Equity adjustments may be appropriate in any of the situations described below. In these situations the department may review pay across their organization and may request adjustments for additional individuals to ensure equity is maintained. [CWA 9.4 F.2.]
   a. An employee is paid substantially lower in the pay range than other employees with similar qualifications and comparable years of service in the same job or comparable jobs in the RC or if appropriate comparable jobs at the university. [CWA 9.4 F.2.a. in spirit]
   b. There is significant compression between the employee's pay and the pay of more recent hires in the same job within the same department, which results from conditions outside the control of the department head (e.g., placements through reduction in force or reorganizations). [CWA 9.4 F.2.b.]
   c. There is significant compression between the employee's pay and any pay of other employees who report directly to the employee. [CWA 9.4 F.2.c.]

3. The rationale for an equity adjustment requires written substantiation and analysis of the pay discrepancy and the internal or external market conditions that led to the discrepancy; and if applicable, documentation of any relevant employment offer. [PA/SS 2.6 I.1.] [PA/SS Pro 2.6 I.2.d.] [PA/SS 2.6 I.3.] [PA/SS 2.6 K.2.b.fifth dot in spirit]

4. Following are guidelines for equity adjustments: [CWA 9.4 F.3.]
   a. A pay adjustment may occur at any time of the year. [CWA 9.4 F.3.a.]
   b. Pay adjustments will not be approved retroactively. [CWA 9.4 F.3.b.]
   c. No employee will receive more than one pay adjustment during any twelve-month period. [CWA 9.4 F.3.c.]
d. Generally, an employee must have been in the current position for at least six months and performance must be at least at the satisfactory level. [CWA 9.4 F.3.d.]

e. For CWA covered employees:
   i. A pay adjustment should not exceed 10% of the employee's current pay. [CWA 9.4 F.3.e.]
   ii. The employee's pay should be below the midpoint of the range and the employee should have considerable years of service and/or critical experience or skills. [CWA 9.4 F.3.f.]
   iii. In determining the amount of the equity adjustment, in addition to those principles listed in the policy section also consider:
       1. The employee's placement within the salary range relative to the number of years of service [CWA 9.4 Pro. 2.c.]

f. For Service covered employees:
   i. Up to a five (5%) percent wage increase may be considered to address internal equity issues. [Service Wage Guidelines]
   ii. Increases must be approved by Campus HR; and increases greater than five (5%) percent require UHRS approval. [Service Wage Guidelines]

**Pay Decisions as the Result of Job-Related Certification**

1. Certain job related certifications needed to advance within a profession may result in a Pay increase adjustment but are not explicitly required by policy. [PA/SS 2.6 F.1.]
2. A formal certification pay adjustment program should be approved and on file with the Campus Human Resources Office prior to the submission of any related salary adjustments. [PA/SS 2.6 F.2.]

**Procedures for In-Range Increases and Equity Salary Increases**

1. The department head will obtain approval for the starting salary and the salary adjustments: [CWA 9.4 Pro. 1.] [PA/SS 2.6 J.3.]
   a. For CWA covered positions:
      i. Recommendations for a salary adjustment will be initiated and forwarded by the department head, with notice to the Responsibility Center for Bloomington positions, and submitted to the campus human resources office. [CWA 9.4 Pro. 3.]
      ii. The campus HR office will review the request, and is responsible for the approval of all salary adjustments. [CWA 9.4 Pro. 4.]
          1. For equity requests, the respective campus HR office will notify the president of CWA, Local 4730, for Bloomington and Northwest positions and the Northwest campus CWA vice president for Northwest positions, prior to the approval of a salary adjustment, and provide the president an opportunity to discuss the request. [CWA 9.4 Pro. 4.a.]
      iii. Notification of the result of a requested salary adjustment will be made by and to the following persons: [CWA 9.4 Pro. 5.]
1. HR will notify the requesting department head. [CWA 9.4 Pro. 5.a.]
2. Department heads will notify the employee requesting the adjustment. [CWA 9.4 Pro. 5.b.]
3. The department head will notify departmental employees to initiate the paperwork required for payroll and budget actions. [CWA 9.4 Pro. 5.c.]

b. For Non-Union Support and Professional Positions, the department head shall obtain approval for the salary adjustments, including the following required approvals [PA/SS 2.6 Pro K. 3.]
   i. The immediate supervisor shall obtain approval from her or his manager [PA/SS 2.6 Pro K. 3.a.]
   ii. Any salary that is at or above the Upper Reference Point shall have the RC head approval. [PA/SS 2.6 Pro K. 3.b.]
   iii. The unit’s fiscal officer shall indicate that base or alternate appropriate funds are available. [PA/SS 2.6 Pro K. 3.c.]
   iv. Any other RC or campus approval protocol shall be followed and approvals obtained. [PA/SS 2.6 Pro K. 3.d.]

<<End In-Range and Equity Fold>>

Definitions

1. A demotion occurs when an employee moves from one position to another position that is assigned to a lower job grade in the same or different job family or when a department restructures the duties and responsibilities of a position resulting in a classification to a lower job grade. [PA/SS 2.6 D.1.]
2. Equity adjustment are used to remedy significant inequities with internal or external positions, based on substantiated comparisons that are documented; includes responding to an employment offer from an external entity for a position with comparable duties and responsibilities. Equity adjustments are for exceptional circumstances and require careful analysis to ensure compliance with Trustee approved salary policies. [PA/SS 2.6 K.4. in part]
3. Grade level is the alphabetical or numerical level assigned to a group of jobs. [CWA 9.4 A.4.]
4. An incumbent is the current employee in a specific position. [CWA 9.4 A.1.]
5. A job is a collection of positions that have similar major duties and responsibilities. [CWA 9.3 A.1.a.]
6. In-range increase occur when there is a significant change in responsibilities that resulted in a greater scope of responsibility within the current job grade. These duties are typically being performed for an extended period of time, such as six months or more, and the employee has demonstrated competency in the expanded responsibilities. [PA/SS 2.6 K.2.a.]
7. Lateral transfers typically do not involve a major change in level of responsibility or job scope and, as such, do not normally but may result in a salary change. [CWA 10.2 C.1]
8. A promotion occurs when an employee is promoted to a positon in a higher salary grade (or when an employee’s current position is reclassified to a higher range). [CWA 10.2 B.1] [PA/SS 2.6 C.1.]
9. A *position* is a specific set of duties and responsibilities assigned to and performed by an individual. [CWA 9.3 A.1.b.]

10. *Position classification* is the assignment of a position to an established, broad-based job that most closely matches the distinguishing characteristics of the position. [CWA 9.3 A.1.c.]

11. A *quartile* is any one of four equal divisions. [CWA 9.4 A.2.]

12. A *reclassification* occurs when the duties and responsibilities of a position are significantly redefined and the Campus Human Resources Office determines that the current job description no longer characterizes the nature of the work. The position is then assigned to a job in the same or different job family. [CWA 9.4 C.1.][PA/SS 2.6 G.1.]

13. *Salary range* is the range of salaries, from lowest to highest, that is assigned to each grade. [CWA 9.4 A.3.]

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

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**History**

Replaces the following policies and guidelines

AFSCME Police Recruitment-Selection
AFSCME Service 3.1 Payroll Procedures
PA/SS 2.6 Salary Decisions for Professional Staff
Service Wage Guidelines

Replaces parts of the following policies and guidelines

AFSCME Police Position Classification/Reclassification
- B.1.
- B.3.
- C.7.
- C.8.
- C.8.a.

AFSCME Police Transfers
- C.7.c.
- C.7.d.
- C.7.e.
- C.7.f.

AFSCME Service 1.2 Position Classification
- C.7.
- C.8.
• C.8.a.

AFSCME Service 2.10 Promotions and Transfers
• B.1.
• B.3.
• C.7.a.
• C.7.c.
• C.7.d.
• C.7.e.
• C.7.g.

AFSCME Service 2.11 Recruitment-Selection
• C.3.g.
• C.4.e.

CWA 6.5 Career Development and Changing Positions
• A.1.
• B.1.
• C.1.
• E.1.

CWA 9.3 Position Classification/Reclassification
• B.1.
• B.1.a.
• B.2.a.
• B.2.b.
• B.3.
• B.3.a.
• B.3.b.
• B.3.c.
• B.3.d.
• B.3.e.
• B.4.
• B.5.
• B.5.a.1.
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Law Enforcement Pay Guidelines
• Starting wages for new employees
• Starting wages for employees who move from another employee group
• Promotion or reclassification to a higher level position within the LE wage structure
• Annual wage increases
## About This Policy

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<td>University Human Resources</td>
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## Related Information

* Performance Management policy

### Scope

This policy applies to all Staff except Service and Police Staff represented by AFSCME.

### Policy Statement

1. A Performance Improvement Plan is a written tool available to supervisors for the purpose of improving the performance or behavior of the employee, and addressing performance discrepancies identified in a performance management process.
2. Cooperation and continuing communication between the employee and supervisor is essential to the success of the Performance Improvement Plan. It is a tool to use only if the supervisor and the employee have mutual agreement on the contents of the plan.

### Reason For Policy
To provide a mechanism that allows continuing dialogue between supervisors and employees for improved employee work performance.

Procedure

**Procedure for implementing the Performance Improvement Plan**

1. Define the problem
   a. Each needed improvement should be identified in separate statement(s).
   b. Each statement(s) should be supported by appropriate documentation using specific examples to identify areas of improvement.
2. Define the task, skills and/or behaviors where improvement is required.
3. Establish the priorities of the areas requiring improvement. Consider:
   a. Frequency of occurrence
   b. Relationship to all aspects of the position
   c. Consequence of error
4. Identify the standards upon which performance will be measured for each area requiring improvement.
   a. Are they reasonable?
   b. Are they attainable?
5. Develop a mutually agreeable action plan that specifies how the standards will be met. This should include specific training and any other special support that will assist the employee to meet the standards.
6. Establish short- and long-range goals and timetables for accomplishing change in performance/behavior with the employee.
   a. Are they reasonable?
   b. Are they attainable?
   c. Are they flexible?
7. Put the Performance Improvement Plan in writing and include signatures of both the employee and supervisor.
8. Establish period review dates.
   a. Both the supervisor and the employee must participate in monitoring goals.
   b. Measure actual performance against the standards.
   c. Results of each meeting should be made available in writing.
9. Establish a Performance Improvement Plan file for the employee.
   a. Include documentation that identifies both improvements and/or continued deficiencies.
   b. Encourage the employee to review this file periodically.
10. At the end of the Performance Improvement Plan time period, a final evaluation should be conducted. Was the plan successful?
    a. If so, the employee should be notified and removed from the plan.
    b. If not, consider the following options:
       i. Continue the plan.
       ii. Amend or extend parts of the plan.
       iii. Apply corrective action following the procedures of the **Corrective Action** policy.

Definitions
A Performance Improvement Plan is a written tool available to supervisors for the purpose of a) Improving the performance or behavior of the employee, and b) addressing performance discrepancies identified in the performance appraisal or performance management process (see the Performance Appraisal policy).

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces all of the following policies:

| CWA | 6.4 - Performance Improvement Plan |
| Professional Staff and Support and Service Staff not Covered by a Union | 6.3 - Performance Improvement Plan |
Performance Improvement Plan

Scope

This policy applies to all Staff except Service and Police Staff represented by AFSCME.

Policy Statement

1. A Performance Improvement Plan is a written tool available to supervisors for the purpose of improving the performance or behavior of the employee, and addressing performance discrepancies identified in a performance management process. [CWA 6.4 A.1. and its subparts] [PA/SS 6.3 a.1. and its subparts]
2. Cooperation and continuing communication between the employee and supervisor is essential to the success of the Performance Improvement Plan. It is a tool to use only if the supervisor and the employee have mutual agreement on the contents of the plan. [CWA 6.4 A.2.] [PA/SS 6.3 A.2.]

Reason for Policy

To provide a mechanism that allows continuing dialogue between supervisors and employees for improved employee work performance.

Procedures

Procedure for implementing the Performance Improvement Plan

1. Define the problem [CWA 6.4 Pro 1.] [PA/SS 6.3 B.1.]
   a. Each needed improvement should be identified in separate statement(s). [CWA 6.4 Pro 1.a.] [PA/SS 6.3 B.1.a.]
   b. Each statement(s) should be supported by appropriate documentation using specific examples to identify areas of improvement. [CWA 6.4 Pro 1.b.] [PA/SS 6.3 B.1.b.]
2. Define the task, skills and/or behaviors where improvement is required. [CWA 6.4 Pro 2.] [PA/SS 6.3 B.2.]
3. Establish the priorities of the areas requiring improvement. Consider: [CWA 6.4 Pro 3. and its subparts] [PA/SS 6.3 B.3. and its subparts]
   a. Frequency of occurrence
b. Relationship to all aspects of the position  
c. Consequence of error.

4. Identify the standards upon which performance will be measured for each area requiring improvement. [CWA 6.4 Pro 4.] [PA/SS 6.3 B.4.]
   a. Are they reasonable? [CWA 6.4 Pro 4.a.] [PA/SS 6.3 B.4.a.]

5. Develop a mutually agreeable action plan that specifies how the standards will be met. This should include specific training and any other special support that will assist the employee to meet the standards. [CWA 6.4 Pro 5.] [PA/SS 6.3 B.5.]

6. Establish short- and long-range goals and timetables for accomplishing change in performance/behavior with the employee. [CWA 6.4 Pro 6.] [PA/SS 6.3 B.6.]

7. Put the Performance Improvement Plan in writing and include signatures of both the employee and supervisor. [CWA 6.4 Pro 7.] [PA/SS 6.3 B.7.]

8. Establish period review dates. [CWA 6.4 Pro 8.] [PA/SS 6.3 B.8.]
   a. Both the supervisor and the employee must participate in monitoring goals. [CWA 6.4 Pro 8.a.] [PA/SS 6.3 B.8.a.]
   b. Measure actual performance against the standards. [CWA 6.4 Pro 8.b.] [PA/SS 6.3 B.8.b.]
   c. Results of each meeting should be made available in writing. [CWA 6.4 Pro 8.c.] [PA/SS 6.3 B.8.c.]

   a. Include documentation that identifies both improvements and/or continued deficiencies. [CWA 6.4 Pro 9.a.] [PA/SS 6.3 B.9.a.]
   b. Encourage the employee to review this file periodically. [CWA 6.4 pro 9.b.] [PA/SS 6.3 B.9.b.]

10. At the end of the Performance Improvement Plan time period, a final evaluation should be conducted. Was the plan successful? [CWA 6.4 Pro 10.] [PA/SS 6.3 B.10.]
    a. If so, the employee should be notified and removed from the plan. [CWA 6.4 Pro 10.a.] [PA/SS 6.3 B.10.a.]
    b. If not, consider the following options: [CWA 6.4 Pro 10.b.] [PA/SS 6.3 B.10.b.]
        i. Continue the plan. [CWA 6.4 Pro 10.b.i.] [PA/SS 6.3 B.10.b.i.]
        ii. Amend or extend parts of the plan. [CWA 6.4 Pro 10.b.ii.] [PA/SS 6.3 B.10.b.ii.]
        iii. Apply corrective action following the procedures of the Corrective Action policy. [CWA 6.4 Pro 10.b.iii.] [PA/SS 6.3 B.10.b.iii.]

---

**Definitions**

A Performance Improvement Plan is a written tool available to supervisors for the purpose of a) Improving the performance or behavior of the employee, and b) addressing
performance discrepancies identified in the performance appraisal process (see the Performance Appraisal Policy)

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces all of the following policies

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<td>CWA 6.4</td>
<td>Performance Improvement Plan</td>
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<td>PA/SS 6.3</td>
<td>Performance Improvement Plan</td>
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Position Classification/Reclassification

Effective Date:

Last Updated: 11-23-2015

Responsible University Office:
University Human Resources

Responsible University Administrator:
Vice President and Chief Financial Officer

Policy Contact:
University Human Resources
hrpolicy@iu.edu

Related Forms

* Position Description form

Scope

This policy applies to all Staff positions.

Policy Statement

1. Indiana University is committed to the principle of equal pay for equal work without regard to age, color, disability, ethnicity, sex, gender identity, marital status, national origin, race, religion, sexual orientation, or veteran status. Positions are classified into the most appropriate job and are identified with that job’s distinguishable characteristics, including the job evaluation results and assignment to a grade level.

2. The University retains the right to eliminate, change and establish classification levels or salary grades. In the event a new position is established, or an existing position is changed, the campus Human Resources office shall classify the position within the appropriate wage/salary plan. See the appropriate Pay/Salary Setting policy.
Reason For Policy

This policy provides University managers and supervisors with an overview of the procedures and guidelines for position classification and re-classification of Staff positions.

Procedure

Position Classification

1. Document the position using the university-wide position description form. Refer to the Position Description policy for details.
   a. The Essential and Marginal Job Functions Worksheet should be submitted as part of the supporting documentation with the Position Description.
2. After the necessary approvals are obtained (RC or department as appropriate) submit the position’s description, to the campus Human Resources office for review:
   a. Approved Position Descriptions and other appropriate documents will serve as the basis for the classification of all positions into jobs.
   b. As part of the classification process, a representative of the campus HR office may review with department management the Position Description and any documentation provided. Campus HR may also request additional information, including a consultation with the incumbent.
   c. The campus Human Resources office will review the descriptions, determine the appropriate exemption status, and assign a classification and grade level.
3. When the review is complete, the Campus Human Resources office will notify the department of the results of the position classification.
4. The department is to notify the incumbent, if any, of the review results.
5. See section Reconsideration Request of a Position Classification Decision below for concerns over classification decisions.

Position Reclassification

1. To accommodate a dynamic work environment, including new priorities and initiatives, changes in technology and regulations, fiscal constraints, etc. it is expected that management will restructure the duties and responsibilities assigned to various positions.
2. When changes to a position’s duties and responsibilities are significant, a department head, supervisor, and/or an incumbent may request a review of the applicable position.
3. A new or revised position description will be prepared.
   a. The supervisor and/or the incumbent shall act promptly in preparing the position description and communicate openly concerning the status of the request.
4. After the RC or department approves the position review request, the updated position description along with supporting documentation, such as the current Organization Chart for the unit, will be sent to Campus Human Resources office for review.
5. Refer to the section Position Classification 2. above for the process of campus HR’s determination.
6. Refer to the section Position Classification 3.-4. above for the notification process.

Reconsideration Request of a Position Classification Decision

1. Incumbents, supervisors, deans, or administrative officers may request reconsideration of a position classification decision through the campus Human Resources office.
   a. Requests must be made within one month of the department receiving results of the review.
You are viewing this policy in the REVIEW SITE.

2. The request may be submitted on the form, Request for Reconsideration of Position Classification.

3. The campus Human Resources office makes wage/salary plan (e.g. PA, SS, or SM) determinations. Requests for reconsideration may only address issues of levels within a salary plan.

4. Reconsideration results are final. Departments cannot request an additional review for one year unless the duties and responsibilities of the position change significantly.

5. Disagreements over classification and level assignments are not subject to the grievance procedure.

6. A different procedure is available to resolve disagreement over non-exempt/exempt status. Requests are to be submitted in writing to the campus Human Resources office.

Reclassification to a Different Functional Group of a Union Covered Position

1. For AFSCME Police covered positions:
   a. If the campus Human Resource office feels that the duties of a position support changing its classification to a different wage/salary plan, it will provide the union local president or designee one week to provide input and consider any information that the Union submits, before making its decision.

2. For AFSCME Service covered positions:
   a. At Bloomington, if the campus Human Resources office feels that the duties of a position support changing its classification to a different wage/salary plan, it will provide the union local president or designee one week to provide input and consider any information that the Union submits, before making its decision.
   b. At IUPUI, the union local president is notified of a service job classification change and the reasons for the change.

3. For CWA covered positions:
   a. To reclassify positions from Support Staff to Professional, the union local president is notified if a support staff job is changed to a different wage/salary plan and the reasons for the change.

Definitions

1. Job is a collection of positions that have similar major duties at a similar skill and responsibility level.

2. All Professional Staff jobs are assigned to a Job Family (Administrative, Auxiliary, Coaches, Development, Facilities, Health Care, Health Practice, Information Technology, Media, Marketing & PR, Research, Safety, and Student Services.)

3. Position is a specific set of duties and responsibilities assigned to and performed by an individual.

4. Position classification is the assignment of a position to an established, broad-based job that most closely matches the distinguishing characteristics of the position.

5. Position evaluation is the method used to determine the classification of a position at the University. The following broad factors are considered: skill and ability demand; responsibility demand; physical effort; and/or working conditions inherent in the job.

Sanctions

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

Additional Contacts

Policy Interpretation
UHRS
812-856-6047
hrpolicy@iu.edu
History

Replaces the following policy provisions:

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<th>AFSCME Service</th>
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Position Classification/Reclassification

Scope

This policy applies to all Staff positions.

Policy Statement

1. Indiana University is committed to the principle of equal pay for equal work without regard to age, color, disability, ethnicity, sex, gender identity, marital status, national origin, race, religion, sexual orientation, or veteran status. Positions are classified into the most appropriate job and are identified with that job’s distinguishable characteristics, including the job evaluation results and assignment to a grade level. [AFSCME Police Position Class/Reclass B.1.] [AFSCME Police Recruitment B.1.] [AFSCME Service 1.2 B.1.] [Salary Decisions for Professional Staff Employees A.1.]

2. The University retains the right to eliminate, change and establish classification levels or salary grades. In the event a new position is established, or an existing position is changed, the campus Human Resources office shall classify the position within the appropriate wage/salary plan. See the appropriate Pay/Salary Setting policy. [AFSCME Police Position Class/Reclass B.2.] [AFSCME Service 1.2 B.2.] [PA/SS 2.2 A.]

Reason for Policy

This policy provides University managers and supervisors with an overview of the procedures and guidelines for position classification and re-classification of Staff positions.

Procedures
Position Classification

1. Document the position using the university-wide position description form. Refer to the Position Description policy for details. [AFSCME Police Position Class B.2. detail found in position description form]
   a. The Essential and Marginal Job Functions Worksheet should be submitted as part of the supporting documentation with the Position Description.
2. After the necessary approvals are obtained (RC or department as appropriate) submit the position’s description, to the campus Human Resources office for review: [AFSCME Police Position Class C.10. and its subsections in spirit] [AFSCME Service 1.2 C.10. and its subsections in spirit]
   a. Approved Position Descriptions and other appropriate documents will serve as the basis for the classification of all positions into jobs. [AFSCME Police Position Class Pro 3. in part in spirit] [AFSCME Service 1.2 Pro 3. In part in spirit] [CWA 9.3 Pro 5 in part]
   b. As part of the classification process, a representative of the campus HR office may review with department management the Position Description and any documentation provided. Campus HR may also request additional information, including a consultation with the incumbent. [AFSCME Police Position Class Pro 3. in part in spirit] [AFSCME Service 1.2 Pro 3. in part in spirit] [CWA 9.3 Pro 5 in part]
   c. The campus Human Resources office will review the descriptions, determine the appropriate exemption status, and assign a classification and grade level. [AFSCME Police Position Class Pro 3. in part in spirit] [AFSCME Service 1.2 Pro 3. in part in spirit] [CWA 9.3 Pro 5 in part]
3. When the review is complete, the Campus Human Resources office will notify the department of the results of the position classification. [AFSCME Police Position Class Pro 3.a. in part in spirit] [AFSCME Service 1.2 Pro 3. in part in spirit] [CWA 9.3 Pro 6. In part] [PA/SS 2.2 C.4.]
4. The department is to notify the incumbent, if any, of the review results. [AFSCME Police Position Class Pro 3.b. in part in spirit] [AFSCME Service 1.2 Pro 3. in part in spirit] [CWA 9.3 Pro 7 in part] [PA/SS 2.2 C.5.]
5. See section Reconsideration Request of a Position Classification Decision below for concerns over classification decisions.

Position Reclassification

1. To accommodate a dynamic work environment, including new priorities and initiatives, changes in technology and regulations, fiscal constraints, etc. it is expected that management will restructure the duties and responsibilities assigned to various positions. [CWA 9.3 Pro 1. In spirit]
2. When changes to a position’s duties and responsibilities are significant, a department head, supervisor, and/or an incumbent may request a review of the applicable position. [AFSCME Police Position Class/Reclass C.1. in spirit] [AFSCME Service 1.2 C.1 in spirit]
3. A new or revised position description will be prepared.
a. The supervisor and/or the incumbent shall act promptly in preparing the position description and communicate openly concerning the status of the request. [CWA 9.3 Pro 2.b.]

4. After the RC or department approves the position review request, the updated position description along with supporting documentation, such as the current Organization Chart for the unit, will be sent to Campus Human Resources office for review. [AFSCME Police Position Class C.2. and its subparts in spirit]
[AFSCME Police Position Class C.10.a. in part] [AFSCME Service 1.2 C.2. and its subparts in spirit] [AFSCME Service 1.2 C.10 in part] [PA/SS 2.2 C.2.]
[PA/SS 2.2 C.3.]

5. Refer to the section Position Classification 2. above for the process of campus HR’s determination.

6. Refer to the section Position Classification 3.-4. above for the notification process.

Reconsideration Request of a Position Classification Decision

1. Incumbents, supervisors, deans, or administrative officers may request reconsideration of a position classification decision through the campus Human Resources office. [AFSCME Police Position Class/Reclass C.6. in part in spirit] [AFSCME Service 1.2 C.6. in part in spirit] [CWA 9.3 Pro 8.] [PA/SS 2.2 D.1.]
   a. Requests must be made within one month of the department receiving results of the review. [AFSCME Police Position Class/Reclass C.6.a. in spirit] [AFSCME Service 1.2 C.6.a.] [CWA 9.3 Pro 8.b.] [PA/SS 2.2 D.1.]

2. The request may be submitted on the form, Request for Reconsideration of Position Classification. [AFSCME Police Position Class/Reclass C.6. in part in spirit] [AFSCME Police Position Class/Reclass C.10.b.] [AFSCME Service 1.2 C.6. in part in spirit] [AFSCME Service 1.2 C.10] [CWA 9.3 Pro 8.a.] [PA/SS 2.2 Pro D.2.]

3. The campus Human Resources office makes wage/salary plan (e.g. PA, SS, or SM) determinations. Requests for reconsideration may only address issues of levels within a salary plan. [PA/SS 2.2 Pro D. 3. In spirit]

4. Reconsideration results are final. Departments cannot request an additional review for one year unless the duties and responsibilities of the position change significantly. [AFSCME Police Position Class/Reclass C.6.c. in spirit] [AFSCME Service 1.2 C.6.c. in spirit] [CWA 9.3 Pro 8.c.] [PA/SS 2.2 Pro D.4.,]

5. Disagreements over classification and level assignments are not subject to the grievance procedure. [AFSCME Police Position Class/Reclass C.6.b. in spirit] [AFSCME Service 1.2 C.6.b. in spirit] [CWA 9.3 Pro 9.] [PA/SS 2.2 Pro D. 5.]

6. A different procedure is available to resolve disagreement over non-exempt/exempt status. Requests are to be submitted in writing to the campus Human Resources office. [AFSCME Police Position Class/Reclass C.10.b. in part] [AFSCME Service 1.2 C.10 and its subsections in spirit]

Reclassification to a Different Functional Group of a Union Covered Position
1. For AFSCME Police covered positions:
   a. If the campus Human Resource office feels that the duties of a position support changing its classification to a different wage/salary plan, it will provide the union local president or designee one week to provide input and consider any information that the Union submits, before making its decision. [AFSCME Police Position Class/Reclass C.4.]

2. For AFSCME Service covered positions:
   a. At Bloomington, if the campus Human Resources office feels that the duties of a position support changing its classification to a different wage/salary plan, it will provide the union local president or designee one week to provide input and consider any information that the Union submits, before making its decision. [AFSCME Service Position Class C.4.]
   b. At IUPUI, the union local president is notified of a service job classification change and the reasons for the change. [AFSCME Police Position Class/Reclass C.5.] [AFSCME Service 1.2 C.5.]

3. For CWA covered positions:
   a. To reclassify positions from Support Staff to Professional, the union local president is notified if a support staff job is changed to a different wage/salary plan and the reasons for the change.

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**Definitions**

1. *Job* is a collection of positions that have similar major duties at a similar skill and responsibility level. [CWA 9.3 A.1.a.]

2. All Professional Staff jobs are assigned to a *Job Family* (Administrative, Auxiliary, Coaches, Development, Facilities, Health Care, Health Practice, Information Technology, Media, Marketing & PR, Research, Safety, and Student Services.)

3. *Position* is a specific set of duties and responsibilities assigned to and performed by an individual. [CWA 9.3 A.1.b.]

4. *Position classification* is the assignment of a position to an established, broad-based job that most closely matches the distinguishing characteristics of the position. [CWA 9.3 A.1.c.]

5. *Position evaluation* is the method used to determine the classification of a position at the University. The following broad factors are considered: skill and ability demand; responsibility demand; physical effort; and/or working conditions inherent in the job.

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**Sanctions**

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.
History

REPLACES PARTS OF THE FOLLOWING POLICIES

AFSCME Police Position Classification/Reclassification

- B.1.
- B.2.
- B.2.a.
- B.2.b.
- B.2.c.
- B.2.d.
- B.3.
- C.1.
- C.2.
- C.2.a.
- C.2.b.
- C.2.c.
- C.2.d.
- C.2.e.
- C.3.
- C.3.a.
- C.3.b.
- C.4.
- C.5.
- C.6.
- C.6.a.
- C.6.b.
- C.6.c.
- C.9.
- C.10.
- C.10.a.
- C.10.b.

AFSCME Police Recruitment-Selection

- B.1.

AFSCME Service 1.2 Position Classification

- B.1.
- B.2.
- B.2.a.
- B.2.b.
- B.2.c.
CWA 9.3 Position Classification

- A.1.a.
- A.1.b.
- A.1.c.
- Pro 1.
- Pro 2.b.
- Pro 5.
- Pro 6.
- Pro 7.
- Pro 8. (first section) & (second section)
- Pro 8.a.
- Pro 8.b.
- Pro 8.c.
- Pro 9.

PA/SS 2.2 Position Classification/Reclassification for Support Staff

- A.
- C.2.
- C.3.
- C.4.
A. Additional Contacts

Policy Interpretation
UHR
812-856-6047
policy@indiana.edu

Policy Interpretation
Campus HR office
Various
Position Descriptions

HR

About This Policy

Effective Date:

Last Updated: 09-09-2015

Responsible University Office: University Human Resources

Responsible University Administrator: Vice President and Chief Financial Officer

Policy Contact: University Human Resources hrpolicy@iu.edu

Related Forms

* Position Description Form

Scope

Policy Statement

Reason For Policy

Procedure

Definitions

Sanctions

Additional Contacts

History

Scope

This policy applies to all Staff positions.

Policy Statement

1. Position descriptions should be maintained for all University Staff positions. Each supervisor should make a bonafide effort to have an up-to-date position description for each position under his/her supervision.
   a. Position descriptions are encouraged for Temporary positions.

2. In addition, such documentation is intended to reflect the needs of a department. This enables supervisors and employees to understand the duties and responsibilities of a position and to use such documentation as a tool in planning.
Reason For Policy

Written documentation is necessary to define the way work is organized and assigned to individual positions. This documentation is required to support a variety of Human Resource activities (e.g., position classification, job evaluation, market pricing, and new hire starting salaries) and to aid the university in complying with applicable laws and regulations.

Procedure

1. All new positions must have a position description created using the university position description form.
2. Meaningful updates to an existing position should be reflected in the position description. If a position description is not available one must be created. See Establishing a Staff Position policy.
3. Any significant changes to an existing position’s duties and responsibilities that may result in a review of the position’s classification must be updated on the position description. Refer to Position Classification/Reclassification.
4. New and updated position descriptions are submitted to the campus HR office for review and saved to HRMS.
5. A job posting is not a valid position description. See the Posting a Position Vacancy policy.
6. The department should have a description of the duties and responsibilities assigned to each position within the department and will make a bona fide effort to ensure these are descriptions are updated.
7. The department should ensure that all incumbents have a copy of their position description.

Definitions

1. A position is the specific set of duties and responsibilities assigned to and performed by an individual.
2. A position description is a written document that defines the primary purpose and key duties and responsibilities of a position.
3. A job is a collection of positions that have similar major duties and responsibilities.
4. A job specification is the written summary of the most important and distinguishable features of a job, including the primary duties and responsibilities and qualifications required to do the job.

Sanctions

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

Additional Contacts

Policy Interpretation
University Human Resources
812-856-6047
policy@indiana.edu

Policy Interpretation
Campus HR office
Various

History
This policy replaces the following policies:

CWA 9.2 - Preparing a Position Description

This policy replaces parts of the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>CWA</th>
<th>CWA</th>
<th>PA/SS</th>
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<td>9.3 - Position Classification/Reclassification</td>
<td>10.2 - Rules and Guidelines for Filling Positions</td>
<td>2.2 - Position Classification/Reclassification for Support Staff</td>
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<td>• C.9.</td>
<td>• A.1.a.</td>
<td>• B.4.</td>
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</tr>
<tr>
<td></td>
<td>• A.1.b.</td>
<td></td>
<td>• C.1.</td>
</tr>
</tbody>
</table>
Position Descriptions

Scope

This policy applies to all Staff positions.

Policy Statement

1. Position descriptions should be maintained for all University Staff positions. Each supervisor should make a bonafide effort to have an up-to-date position description for each position under his/her supervision. [CWA 9.2 A.1. in spirit] [CWA 9.2 B.1. in spirit] [CWA 10.2. B.4. in spirit] [PA/SS 2.2 B.]
   a. Position descriptions are encouraged for Temporary positions.
2. In addition, such documentation is intended to reflect the needs of a department. This enables supervisors and employees to understand the duties and responsibilities of a position and to use such documentation as a tool in planning. [CWA 9.2 A.3.]

Reason for Policy

Written documentation is necessary to define the way work is organized and assigned to individual positions. This documentation is required to support a variety of Human Resource activities (e.g., position classification, job evaluation, market pricing, and new hire starting salaries) and to aid the university in complying with applicable laws and regulations.

Procedures

1. All new positions must have a position description created using the university position description form. [PA/SS 2.2 C.1]
2. Meaningful updates to an existing position should be reflected in the position description. If a position description is not available one must be created. See Establishing a Staff Position policy.
3. Any significant changes to an existing position’s duties and responsibilities that may result in a review of the position’s classification must be updated on the position description. Refer to Position Classification/Reclassification.

4. New and updated position descriptions are submitted to the campus HR office for review and saved to HRMS.

5. A job posting is not a valid position description. See the Posting a Position Vacancy policy.

6. The department should have a description of the duties and responsibilities assigned to each position within the department and will make a bona fide effort to ensure these are descriptions are updated. [CWA 9.2 A.2.]

7. The department should ensure that all incumbents have a copy of their position description. [AFSCME Police Position Class/Reclass C.9. In spirit]

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**Definitions**

1. A *position* is the specific set of duties and responsibilities assigned to and performed by an individual. [CWA 9.2 B.2.] [CWA 9.3 A.1.b.]

2. A *position description* is a written document that defines the primary purpose and key duties and responsibilities of a position. [CWA 9.2 B.2.a. in part]

3. A *job* is a collection of positions that have similar major duties and responsibilities. [CWA 9.2 B.3.] [CWA 9.3 A.1.a.]

4. A *job specification* is the written summary of the most important and distinguishable features of a job, including the primary duties and responsibilities and qualifications required to do the job. [CWA 9.2 B.3.a.]

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**Sanctions**

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

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**Related Information**

[Online Position Description Form]

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**History**

**Replaces the following policies**

CWA 9.2 Preparing a Position Description

**Replaces parts of the following policies**

AFSCME Police Position Classification/Reclassification

- C.9.
CWA 9.3 Position Classification/Reclassification

- A.1.a.
- A.1.b.

CWA 10.2

- B.4.

PA/SS 2.2 Position Classification/Reclassification for Support Staff

- B.
- C.1.

Additional Contacts

Policy Interpretation
UHRS
812-856-6047
policy@indiana.edu

Policy Interpretation
Campus HR office
Various
Posting a Position Vacancy

HR

About This Policy

Effective Date:
11-01-1959

Last Updated:
09-10-2015

Responsible University Office:
University Human Resources

Responsible University Administrator:
Vice President and Chief Financial Officer

Policy Contact:
University Human Resources
hrpolicy@iu.edu

Related Information

* Establishing a Staff Position
* Temporary Positions
* Selecting Applicants and Filling Positions
* Reduction in Force
* Position Classification/Reclassification

Scope

Policy Statement

Reason For Policy

Procedure

Definitions

Sanctions

History

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. It is the policy of the University that when it intends to fill a vacant Staff position, it will post the position in a manner that will allow qualified staff and other IU employees the opportunity to apply.

2. The Campus Human Resources office must approve requests to waive the posting of a position.
Reason For Policy

This policy provides University managers and supervisors with guidelines and procedures for job posting provisions for Staff and Temporary positions.

Procedure

Steps prior to posting a Staff position vacancy

1. Before filling any vacant position, the department must obtain the appropriate campus and/or RC required approvals.
2. Ensure that the campus Human Resources office has classified the position. See the policy, Position Classification/Reclassification.
3. Ensure that the Position Description is updated and on file with the campus Human Resources office. See the policy, Establishing Staff Positions.
4. Temporary positions see Temporary Positions.
5. The campus Human Resources office must be consulted before advertising the position to determine:
   a. Compliance with any campus affirmative action requirements
   b. If any employees from the occupational unit, department, RC or campus are in layoff status who are qualified to perform the available work.
      i. If a layoff list exists, see the Reduction in Force policy for further requirements and the order in which position vacancies must be filled.
   c. If additional guidelines may exist on each campus for posting a position vacancy, as well as other recruitment and selection procedures contact campus Human Resources.
   d. The posting level of the position vacancy: within an occupational unit, department, responsibility center (RC), campus or university level, or to the public.
      i. A listing of occupational units is available from the campus Human Resources office.
   e. Once it is determined by the administration to fill a vacant position, it will promptly be posted for bid as provided herein.
6. During the posting period, departments may fill the job with temporary help.
7. When a position is posted that a department is aware may include stand-by duties the department should include that information on all job postings.
8. Provide an alternate format of the position announcement (e.g., Braille, large print, audiocassette, computer disk), if requested by an applicant with special needs.

Posting a Staff position vacancy internal to the unit

1. If a department intends to fill a position vacancy internally and there are qualified staff eligible to apply within the occupational unit, department or RC, then the position may be posted internally at the desired level.
   a. Each functional classification for Staff positions (Professional, Support, Service, Clerical, Technical, etc.) is defined as a separate occupational unit.
   b. For AFSCME Police and Service covered positions:
      i. Job listings will be posted in all appropriate places within 48 hours of distribution. The posting will note the classification, pay grade, and, if applicable, the shift.
      ii. See further instructions for Police Service Staff and AFSCME Service covered positions
   c. For Police Service Staff (all campuses):
i. For AFSCME Police covered positions the University Director of Public Safety office will send an email notification of Police Service Staff position vacancies to current Police Service Staff employees.

ii. If a Police Service Staff employee is interested in transferring departments, the employee should contact the campus department where the vacancy exists.

d. For AFSCME Service covered positions:

i. At Bloomington
   a. Temporary employees with Retirement who have worked 12 months within these units may apply.
   b. In departments with more than one Service Maintenance occupational unit, a position may be listed in the occupational unit of the opening only or in all the Service Maintenance occupational units in the department before the opening is listed in the campus-wide listing. Temporary with Retirement employees who have worked 12 months within these units may apply.

ii. At South Bend
   a. For AFSCME Service covered positions at South Bend: Prior to listing the job outside the occupational unit, the President of AFSCME, Local 1477-01 will be given a copy of the job posting for a new position review and comment. The campus Human Resources office will consider any comments that are received from the AFSCME President within two days, and make a final determination as to the content of the posting.
   b. Additional procedures relating to unfilled positions are available at http://hr.iu.edu/policies/sm-all/appendixes/articles_SB.html

e. For CWA covered positions, internal postings only staff from within that functional class are eligible to apply, unless indicated otherwise below:

i. If no one is selected after all employees within the department have been considered for the position, the position will be posted campus wide on the Human Resources Web site.

ii. Temporary and temporary agency employees are only eligible to apply for appointed Support Staff positions that are advertised campus wide.

f. For Professional Staff positions (all campuses):

i. A qualified Support or Services Staff is eligible to apply for an internally posted Professional Staff position.

2. All employment opportunities listed with the campus Human Resources office will be posted using the University approved application system.

   a. Contact campus Human Resources for instructions to post a position vacancy in the University approved application system.

2. Position vacancies are listed at least one week or five business days.

   a. For CWA covered positions, interviews and selection can take place only after the first week’s listing.

      i. Departments are not to make an offer before the Friday following the close of the first listing.

      b. Professional Staff positions are normally posted for two weeks or ten working days.

3. At Bloomington and Northwest, all listings of Support Staff confidential positions will indicate that the successful candidate will be exempt from CWA membership and representation.

4. For AFSCME Service covered positions at IUPUI, during the first week of posting give preference in referrals to employees interested in transfer or promotion.”

5. Notification requirements for union covered positions:
a. Copies of all job openings for union-covered positions are available on the University approved application system and will be emailed to the Union local on campus.

Relisting a position

1. At Bloomington, contact Employment Services to relist the position by sending an e-mail message to iupers@iu.edu.
2. At other campuses, contact the campus Human Resources office.

When to re-advertise a position or use an applicant pool of a previous posting

1. For AFSCME Service (Bloomington) and for CWA covered positions: In the event that no applicant has been selected within 90 days from the ending date of the most recent job posting, if the department determines to proceed with filling the position, the job opening will be relisted.
   a. If the selected applicant is removed from or leaves the position within 90 days of the ending date of the most recent job posting, the applicant pool from that posting may be used to make a new selection.
   b. If another opening for the same job title, classification level, and position description occurs in the same occupational unit during the posting of the job or within 90 days of the ending date of the most recent job posting, the applicant pool from that posting may be used to make a selection for the new opening(s). When an additional opening occurs at the time the original position is being posted, then the job posting will reflect that more than one job opening is available.

Posting a Temporary Position

1. At the request of the hiring department, the campus Human Resources office will list on the University approved application system.
2. Departments have significant flexibility in selecting individuals to fill Temporary positions provided that the selection complies with the University’s Equal Opportunity/Affirmative Action policy. Contact the campus Human Resources office for the specific posting procedures.
3. If after consideration of the principles identified in the policy Establishing a Position, a department expects that a full-time temporary job (30 hours per week) will become established as a Staff position, the department must advertise the position through a campus-wide advertisement. The position must be advertised before departments make a commitment to employ.
4. At the request of the hiring department, the campus office responsible for student employment will list Temporary positions designated for students (Work Study and non-Work Study).

Advertising in newspapers, trade or professional publications, or job search websites

1. The campus Human Resources office must approve all newspaper ads before publication.
2. Responsibility for the payment of advertising costs varies by campus.
   a. On the Bloomington campus, University Human Resource Services pays most local advertising expenses; departments pay state and national advertising expenses.
3. All advertising for positions must carry at least this information in the tag line: Indiana University is an Equal Employment Opportunity / Equal Access / Affirmative Action Employer and provider of ADA Services.

Use of private employment agencies

1. No position will be listed with a private employment agency or search firm without approval from the campus Human Resource office.
2. Use of private employment agencies will be approved only if other means of recruitment have not been productive, or if there is a reasonable assurance that they will not be productive.
3. Fee arrangements with any outside agency must be set forth in a contract. The campus Human Resources office and University Counsel must approve this contract in advance.
4. When a position has been approved for listing with an employment agency, the employee may be reimbursed for one-half the agency fee after six months, provided the employee:
   a.Remains with the university for six months;
b. Does a satisfactory job;
c. Presents a receipt for fees paid to the agency. Any reimbursement must come from the employing department’s budget.

Definitions

1. *Staff positions* are defined as budgeted line positions and may be eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits, depending on the FTE status of the position.

2. *Temporary positions* are defined as those employees not occupying a budgeted line position and are temporary, at-will employees. These positions are not eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits.

3. *Temporary with Retirement* when the total number of hours worked is expected to be more than 999 hours during a calendar year (cannot exceed 1,508 hours in a calendar year, starting 2014).

Sanctions

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

History

Replaces the following policies:

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<td>2.1 Advertising job openings</td>
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<td>CWA</td>
<td>10.1 - Posting and advertising a position</td>
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<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>3.1 - Advertising a position</td>
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<td>Temporary</td>
<td>1.2 - Filling temporary positions</td>
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Replaces parts of the following policies

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<th>CWA</th>
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<td>6.5 - Career Development and Changing Positions</td>
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<td>5.5 - Premium Pay</td>
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• D.2.v.
Posting a Position Vacancy

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. It is the policy of the University that when it intends to fill a vacant Staff position, it will post the position in a manner that will allow qualified staff and other IU employees the opportunity to apply.
2. The Campus Human Resources office must approve requests to waive the posting of a position.

Reason for Policy

This policy provides University managers and supervisors with guidelines and procedures for job posting provisions for Staff and Temporary positions.

Procedures

Steps prior to posting a Staff position vacancy

1. Before filling any vacant position, the department must obtain the appropriate campus and/or RC required approvals.
2. Ensure that the campus Human Resources office has classified the position. See the policy, Position Classification.
3. Ensure that the Position Description is updated and on file with the campus Human Resources office. See the policy, Establishing Staff Positions.
4. Temporary positions see Temporary Positions.
5. The campus Human Resources office must be consulted before advertising the position to determine:
   a. Compliance with any campus affirmative action requirements
b. If any employees from the occupational unit, department, RC or campus are in layoff status who are qualified to perform the available work.
   i. If a layoff list exists, see the Reduction in Force policy for further requirements and the order in which position vacancies must be filled.
c. If additional guidelines may exist on each campus for posting a position vacancy, as well as other recruitment and selection procedures contact campus Human Resources.
d. The posting level of the position vacancy: within an occupational unit, department, responsibility center (RC), campus or university level, or to the public.
   i. A listing of occupational units is available from the campus Human Resources office.
e. Once it is determined by the administration to fill a vacant position, it will promptly be posted for bid as provided herein.

6. During the posting period, departments may fill the job with temporary help.
7. When a position is posted that a department is aware may include stand-by duties the department should include that information on all job postings.
8. Provide an alternate format of the position announcement (e.g., Braille, large print, audiocassette, computer disk), if requested by an applicant with special needs.

**Posting a Staff position vacancy internal to the unit**

1. If a department intends to fill a position vacancy internally and there are qualified staff eligible to apply within the occupational unit, department or RC, then the position may be posted internally at the desired level.
   a. Each functional classification for Staff positions (Professional, Support, Service, Clerical, Technical, etc.) is defined as a separate occupational unit.
   b. For AFSCME Police and Service covered positions:
      i. Job listings will be posted in all appropriate places within 48 hours of distribution. The posting will note the classification, pay grade, and, if applicable, the shift.
      ii. See further instructions for Police Service Staff and AFSCME Service covered positions
   c. For Police Service Staff (all campuses):
      i. For AFSCME Police covered positions the University Director of Public Safety office will send an email notification of Police Service Staff position vacancies to current Police Service Staff employees.
      ii. If a Police Service Staff employee is interested in transferring departments, the employee should contact the campus department where the vacancy exists.
   d. For AFSCME Service covered positions:
      i. At Bloomington
         1. Temporary employees with Retirement who have worked 12 months within these units may apply.
         2. In departments with more than one Service Maintenance occupational unit, a position may be listed in the occupational unit
of the opening only or in all the Service Maintenance occupational units in the department before the opening is listed in the campus-wide listing. Temporary with Retirement employees who have worked 12 months within these units may apply.

ii. At South Bend
   1. For AFSCME Service covered positions at South Bend: Prior to listing the job outside the occupational unit, the President of AFSCME, Local 1477-01 will be given a copy of the job posting for a new position review and comment. The campus Human Resources office will consider any comments that are received from the AFSCME President within two days, and make a final determination as to the content of the posting.
   2. Additional procedures relating to unfilled positions are available at http://www.indiana.edu/~uhrs/policies/sm-all/appendixes/articles_SB.html

   e. For CWA covered positions, internal postings only staff from within that functional class are eligible to apply, unless indicated otherwise below:
      i. If no one is selected after all employees within the department have been considered for the position, the position will be posted campus wide on the Human Resources Web site.
      ii. Temporary and temporary agency employees are only eligible to apply for appointed Support Staff positions that are advertised campus wide.

   f. For Professional Staff positions (all campuses):
      i. A qualified Support or Services Staff is eligible to apply for an internally posted Professional Staff position.

2. The unit is to communicate the vacancy to all employees within the unit and be able to demonstrate that this has been done.

3. All vacancies posted internally must be posted for a minimum of five (5) business days or one (1) week and must be posted in a manner that allows all qualified individuals to apply.

### Posting a Staff position campus or university-wide or to the public

1. All employment opportunities listed with the campus Human Resources office will be posted using the University approved application system.
   a. Contact campus Human Resources for instructions to post a position vacancy in the University approved application system.

2. Position vacancies are listed at least one week or five business days.
   a. For CWA covered positions, interviews and selection can take place only after the first week’s listing.
      i. Departments are not to make an offer before the Friday following the close of the first listing.
   b. Professional Staff positions are normally posted for two weeks or ten working days.

3. At Bloomington and Northwest, all listings of Support Staff confidential positions will indicate that the successful candidate will be exempt from CWA membership and representation.
4. For AFSCME Service covered positions at IUPUI, during the first week of posting give preference in referrals to employees interested in transfer or promotion.”

5. Notification requirements for union covered positions:
   a. Copies of all job openings for union-covered positions are available on the University approved application system and will be emailed to the Union local on campus.

**Relisting a position**

1. At Bloomington, contact Employment Services to relist the position by sending an e-mail message to iupers@indiana.edu.
2. At other campuses, contact the campus Human Resources office.

**When to re-advertise a position or use an applicant pool of a previous posting**

1. For AFSCME Service (Bloomington) and for CWA covered positions: In the event that no applicant has been selected within 90 days from the ending date of the most recent job posting, if the department determines to proceed with filling the position, the job opening will be relisted.
   a. If the selected applicant is removed from or leaves the position within 90 days of the ending date of the most recent job posting, the applicant pool from that posting may be used to make a new selection.
   b. If another opening for the same job title, classification level, and position description occurs in the same occupational unit during the posting of the job or within 90 days of the ending date of the most recent job posting, the applicant pool from that posting may be used to make a selection for the new opening(s). When an additional opening occurs at the time the original position is being posted, then the job posting will reflect that more than one job opening is available.

**Posting a Temporary Position**

1. At the request of the hiring department, the campus Human Resources office will list on the University approved application system.
2. Departments have significant flexibility in selecting individuals to fill Temporary positions provided that the selection complies with the University’s Equal Opportunity/Affirmative Action policy. Contact the campus Human Resources office for the specific posting procedures.
3. If after consideration of the principles identified in the policy Establishing a Position, a department expects that a full-time temporary job (30 hours per week) will become established as a Staff position, the department must advertise the position through a campus-wide advertisement. The position must be advertised before departments make a commitment to employ.
4. At the request of the hiring department, the campus office responsible for student employment will list Temporary positions designated for students (Work Study and non-Work Study).
Advertising in newspapers, trade or professional publications, or job search websites

1. The campus Human Resources office must approve all newspaper ads before publication.
2. Responsibility for the payment of advertising costs varies by campus.
   a. On the Bloomington campus, University Human Resource Services pays most local advertising expenses; departments pay state and national advertising expenses.
3. All advertising for positions must carry at least this information in the tag line: Indiana University is an Equal Employment Opportunity / Equal Access / Affirmative Action Employer and provider of ADA Services.

Use of private employment agencies

1. No position will be listed with a private employment agency or search firm without approval from the campus Human Resource office.
2. Use of private employment agencies will be approved only if other means of recruitment have not been productive, or if there is a reasonable assurance that they will not be productive.
3. Fee arrangements with any outside agency must be set forth in a contract. The campus Human Resources office and University Counsel must approve this contract in advance.
4. When a position has been approved for listing with an employment agency, the employee may be reimbursed for one-half the agency fee after six months, provided the employee:
   a. Remains with the university for six months;
   b. Does a satisfactory job;
   c. Presents a receipt for fees paid to the agency. Any reimbursement must come from the employing department's budget.

Definitions

1. Staff positions are defined as budgeted line positions and may be eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits, depending on the FTE status of the position.
2. Temporary positions are defined as those employees not occupying a budgeted line position and are temporary, at-will employees. These positions are not eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits.
3. Temporary with Retirement when the total number of hours worked is expected to be more than 999 hours during a calendar year (cannot exceed 1,508 hours in a calendar year, starting 2014).
Sanctions

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

Related Information

Position Classification.
Establishing Staff Positions.
Temporary Positions
Procedures for Recruitment and Selection of Staff Positions
Reduction in Force

History

REPLACES THE FOLLOWING POLICIES

AFSCME Police  Advertising job openings
AFSCME Service 2.1  Advertising job openings
CWA 10.1  Posting and advertising a position
PA/SS 3.1  Advertising a position
Temp 1.2  Filling temporary positions

REPLACES PART OF THE FOLLOWING POLICIES

AFSCME Service 2.11  Recruitment
  • C.5.b.
  • C.5.b.i.
  • C.5.b.ii.

CWA 6.5  Career Development and Changing Positions
  • B.4.

CWA 10.2  Rules and Guidelines for Filling Positions
  • Pro 1.b.
  • Pro 1.c.
  • Pro 2.a.

PA/SS 3.2  Filling Positions
  • A.2.
  • B.1.a.
  • B.2.a.
  • B.2.b.
  • B.2.c.
  • B.3.a.
Additional Contacts

Policy Interpretation
UHRS
812-856-6047
policy@indiana.edu

Policy Interpretation
Campus HR office
Various
Scope
This policy applies to all Support, Service, and Temporary Staff employees.

Policy Statement
Indiana University recognizes that certain work related circumstances call for compensation in the form of premium pay in addition to an individual's base salary.

Reason For Policy
The purpose of this policy is to identify the circumstances, the qualifying criteria, the general guidelines for administering, and the amount of premium pay.

Procedure
Police Service Staff
Call-back (Call-in) Pay

1. An employee who is called back or called in to work after finishing a scheduled work shift or outside the scheduled workday, necessitating an additional trip to and from work outside the normal workday, is compensated at:
   a. For AFSCME Police covered employees, time and one half (1.5) for a minimum of three (3) hours (CB3).
   b. For Police staff at East and Kokomo, if the call-back work takes two (2) hours or less, the employee will be compensated for a minimum of two (2) hours at time and one-half (1.5) (CAL).

2. Call-back pay is not applicable if the additional work/shift is scheduled in advance or when the employee is called in early for a scheduled shift or is required to stay after the end of a scheduled shift.

3. A Staff employee will receive this compensation only once for the same block of time regardless of the number of trips back to work during the call-back period.

4. At Bloomington, travel time is included in the call-back calculation in departments where this practice currently exists at the time of this agreement.

5. Call-back premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate.

Stand-by Pay

1. Stand-by hours are those periods of time when Staff are required to be available on call to work at a time that is outside their normal scheduled hours of work.

2. The department will determine, in consultation with campus Human Resources, what jobs are covered and what hours are covered for Stand-by time and provide the information to the employees.

3. A department will establish, in consultation with the campus Human Resources, office Stand-by procedures for the department that are consistent with the criteria listed below.

4. During the designated Stand-by hours, employees who are assigned to Stand-by status are unrestricted in movements or location.

5. Must remain accessible by phone and in a fit condition to work.

6. Must be available and respond within a reasonable time period established by the department.

7. Employees assigned to Stand-by status that cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit Stand-by pay for that shift and may be subject to corrective action.

8. The following are the stand-by/stand-by compensation methods:
   a. At Bloomington, the amount of the Stand-by pay will be one hour's pay for every eight hours on call in Stand-by status (SBY).
   b. At IUPUI, employees assigned to stand-by/stand-by status are paid $2.00 per hour (OC2).
   c. At South Bend, employees assigned to stand-by/stand-by status are paid $1.50 per hour (OC1).
   d. For all other campuses, contact campus HR.
   e. For campuses that pay stand-by on per hour basis, Stand-by pay is discontinued during the hours the employee is called back in. If called in or called back requiring an additional trip to and from work outside the normal workday, see Call-back/call-in pay above.

9. Stand-by premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate.

Changes in work schedules

1. If a change in an employee's work schedule is made requiring work on a day originally scheduled off, such work is compensated at time and one-half unless the notice of the work schedule change is made to the employee at least five calendar days in advance of the scheduled day off (RGN + SCB).

Shift Differential Pay
1. At Bloomington, East, Kokomo, Northwest, and Southeast
   a. Indiana University will provide shift differential pay in the form of extra pay to Police Officers who work late night or early morning hours: 6pm to 5:59am.
   b. The shift differential pay will be a fixed dollar amount per hour based on documented market pay practices within the relevant labor market. For police officers this amount will be $0.50 per hour (SRC).
   c. Hours worked outside of the designated shift differential hours will be paid at the officer’s regular rate.
   d. Vacation, sick, holiday and all other forms of pay for time-off will be paid at the officer’s regular rate.
   e. Police Officers with pay rates above the published wage structure are not eligible for shift differential pay.
   f. Shift differentials premium hours are counted as hours worked for calculating overtime and the earnings are included in the calculation of the overtime (FLSA) rate.

2. At IUPUI
   a. Shift differential is paid for hours worked between 3:00 p.m. and 8:00 a.m. provided a minimum of six (6) consecutive hours is worked during the designated shift differential period.
   b. The shift differential rate is $0.50 per hour (SRC).
   c. Shift differential is not paid if the scheduled shift is less than six (6) hours.
   d. An employee who is scheduled, called back, or called in to work outside the normal daily work schedule (and requires an additional trip to and from work outside the normal workday) is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked.
   e. An employee who is off from work and charges time to accumulated paid-time-off benefits, will be paid shift differential if it would have been paid for the time worked. Shift differential is not paid on paid-time-off benefits received as separation pay.
   f. Shift differential is factored into the calculation of overtime for employees who work overtime during the designated shift differential hours. Total earnings (including shift differential) are divided by total hours in pay status to determine the hourly rate for overtime.

3. At South Bend
   a. The shift premium will be paid according to the following schedule:
      i. For regularly scheduled shifts that begin between 11:30 a.m. and 7:59 p.m., $0.36 per hour worked (SRA).
      ii. For regularly scheduled shifts that begin between 8:00 p.m. and 3:59 a.m., $0.46 per hour worked (SRB).
   b. Any work schedule that includes both Saturday and Sunday as regularly scheduled workdays, a $0.50 per hour premium will be paid for all hours worked in the work schedule (SRC).
   c. An employee who is regularly scheduled and works a full day on either Saturday or Sunday will be paid the $0.50 per hour premium for those hours (SRC).

Sunday premium pay

1. At Bloomington, East, Kokomo, and Southeast there is no Sunday premium pay.
2. At IUPUI, time worked between 12:00 a.m. to 11:59 p.m. Sunday is paid at a rate of pay equal to one and one-quarter the employee’s hourly rate (RGN + PRM).
3. At South Bend, a premium is paid for work on a Sunday, subject to the following provisions:
   a. Sunday premiums are separate from the base wage for the covered positions.
   b. The Sunday premium is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a Sunday premium.
   c. An employee who is absent and charges time to accumulated vacation or income protection time benefits will be paid the Sunday premium if it would have been paid if the time had been worked.
   d. When an employee leaves University employment, Sunday premium is not paid on paid-time-off benefits.
   e. See the Shift differential section above for a description of the Sunday differential on this campus.
4. Sunday premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.

Court Appearance & Range Training Pay

1. A Police Service Staff employee who is required to appear in court for IUPD business, such as depositions and student disciplinary hearings, or participate in range training will be compensated for a minimum of two (2) hours of pay at time and one-half (1.5) (LER).
   a. The court appearance or range training time must be a required duty(s) that is/are assigned and/or approved by a supervisor in advance.
   b. The minimum of two (2) hours at time and one-half (1.5) is provided when the court appearance or range training time is scheduled and occurs outside of the employee’s normal work shift or on a day off.
   c. A Staff employee will only receive this compensation once for the same block of two (2) hours at time and one-half (1.5) regardless of the number of court appearances and/or range training time during that period.
   d. This pay is not applicable if the additional work/shift is scheduled in advance or when the employee is called in early for a scheduled shift or is required to stay after the end of a scheduled shift.
   e. Court Appearance & Range Training premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.

Service Staff

Stand-by Pay

1. Stand-by hours are those periods of time when Staff are required to be available on call to work at a time that is outside their normal scheduled hours of work.
2. Each campus will determine if it will provide stand-by pay. The campus will consult with UHR in determining what jobs are covered, what hours are covered, and the amount of the compensation for stand-by time for the campus. This information will be made available to Service Staff employees in the affected departments and the campus human resources office.
3. Eligibility for Stand-by pay will be determined in consultation with the department and the campus human resources office, such eligibility must meet all of the following criteria:
   a. During the designated Stand-by hours, employees who are assigned to Stand-by status are unrestricted in movements or location, but must remain accessible by phone.
   b. Stand-by employees must be in a fit condition to work. Stand-by employees must be available and respond within a reasonable time period established by the department.
   c. Employees assigned to Stand-by status who cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit Stand-by pay for that shift and may be subject to corrective action.
4. The following are the Stand-by compensation methods:
   a. At Bloomington, the amount of the Stand-by pay will be one hour's pay for every eight hours in Stand-by status (SBY).
   b. At IUPUI,
      i. Employees assigned to Stand-by status are paid $1.50 (OC1) or $2.00 (OC2) per hour (as determined by the department) for the designated Stand-by hours. If called back to work, Stand-by pay is discontinued during the hours the employee is called back.
      ii. Stand-by pay does not normally apply to employees in Maintenance (except Building Automation and Key Shop) within Campus Facility Services.
   c. At South Bend,
      i. Employees who are required to be on Stand-by outside of their regular scheduled work hours for seven or more consecutive days shall receive $1.50 per hour for the designated Stand-by period (OC1).
      ii. This is in addition to any compensation that the employee is otherwise eligible for under the Call-Back provisions.
      iii. There will be one Stand-by list maintained and employees in the Maintenance Technician rank, Level 57 and above (formerly SMOQ), will serve in the Stand-by rotation.
iv. The employee in Stand-by status is responsible for personally filling a minimum of three (3) of the weeks assigned and either personally working or finding a qualified substitute in advance for any Stand-by rotations in excess of three (3) in a calendar year.

v. The Assistant Director of Facilities Management may allow exceptions to the requirement that employees personally fill their assignments in the event of emergencies or vacations. Where allowed by this policy or with Management approval, the supervisor shall be notified in the event of a substitute as soon as possible.

d. For all other campuses, contact campus HR.

e. For campuses that pay standby on per-hour basis, if an employee is called back in to work, Stand-by pay is discontinued during the hours the employee is called back in.

5. Stand-by premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate.

Call-Back Pay

1. Staff may sometimes be called back to work at his or her regular position outside the scheduled workday requiring an additional trip to and from work.

2. Staff who are called back pursuant to this policy will be compensated as follows:
   a. At all campuses, if the Call-Back work takes two (2) hours or less, the employee will be compensated for a minimum of two (2) hours at time and one-half (1.5) (CAL).
   b. If the Call-Back work takes more than two (2) hours, the employee will be compensated for all hours worked at time and one-half (1.5).

3. Staff will only receive this compensation once, regardless of the number of trips back to work within the same block of time.

4. At Bloomington, travel time is included in the Call-Back calculation in departments where this practice currently exists.

5. Call-Back pay is not applicable if the additional work/shift is scheduled in advance, when the employee is called in early for a scheduled shift, or is required to stay after the end of a scheduled shift.

6. Call-Back premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate.

Changes in work schedules

1. If a change in a Staff employee's work schedule is made requiring work on a day originally scheduled off, such work is compensated at time and one-half unless the notice of the work schedule change is made to the employee at least five calendar days in advance of the scheduled day off.

2. At Bloomington:
   a. Physical Plant craft workers, whose shifts are changed to evenings or nights for temporary assignments exceeding three work days will receive a pay premium equal to 10 percent (10%) of their base hourly rate for the entire period of the temporary assignment (SCP).
   b. When a craft worker’s work week is temporarily restructured such that the week includes Saturday and/or Sunday, the employee shall receive a ten percent (10%) payment per hour for all hours worked on the weekend. If an employee earns overtime during a temporary-restructured-weekend schedule, overtime pay is calculated on the total of base pay plus premium (SCP).
   c. Any Staff employee, who receives notice of a change in starting time less than 48 hours before the start of his or her regular shift, shall be compensated at a time and one-half rate for all hours worked outside of the regular shift (RGN + SCB).

Shift differential

1. UHR in consultation with the campus will determine if Shift Differential will be provided, what jobs are covered, what hours are covered, and the amount of compensation for Shift Differential for that campus. This information will be made
available to Support Staff employees in the affected departments, and AFSCME Service on Bloomington, IUPUI, and South Bend campuses.

2. If a Service job at a campus is deemed eligible for shift differential pay all positions within the job at the campus will be eligible.

3. Employees in eligible positions with pay rates above the university’s published salary schedule are not eligible for shift differential pay until the employee’s pay rate is no longer above the maximum of the pay schedule.

4. The shift differential pay will be provided to Service Staff whose primary position is eligible for the shift differential pay and who are scheduled to work evening and night shifts.
   a. Evening and night shifts for the purposes of determining eligibility for shift differential pay is defined as shifts regularly scheduled to work six (6) or more hours between 3:00 PM and 8:00 AM.
   b. Shift differential pay will only apply to hours worked between 3:00 PM and 8:00 AM, provided a minimum of six (6) hours is worked during the timeframe.
   c. Time worked outside of the designated periods for shift differential purposes will be paid at the employee’s base hourly rate.

5. The following categories of paid time off are eligible for shift differential:
   a. Adverse Weather (WTH)
   b. Adverse Working Conditions (ADW)
   c. Emergency Rest Time (ERT)
   d. Holiday (including HOL and HTK)
   e. Injury with pay (INJ)
   f. Union Business (UNB)

6. The following paid time off categories are NOT eligible for shift differential:
   a. Vacation
   b. Sick Time
   c. Income Protection
   d. Compensatory Time

7. An employee who is scheduled, called back, or called in to work outside the normal daily work schedule (and requires an additional trip to and from work outside the normal workday) is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked.

8. The shift differential pay shall be a fixed dollar amount of $0.50 per hour in addition to the employee’s base rate (SRC).

9. Shift differentials are a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate.

Confined space pay

1. Employees at IUPUI and South Bend are eligible for confined space pay.

2. Service staff employees working in a permit-required confined space will be paid a premium of $1.50 per hour for time actually spent working in the confined space (HAZ).

3. University administration will determine the confined spaces that meet the OSHA definition and require a permit.

4. Employees must have completed the safety training on confined spaces to be eligible for this premium.

5. Confined space pay is a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate

Emergency Rest Time at Bloomington
1. Emergency conditions occasionally require SM employees to work continuously beyond normal work assignments. Situations develop where workers have inadequate rest to report for their normal work hours. When these conditions occur, the following provisions apply.
   
a. For purposes of this policy "adequate rest" is defined as six or more hours free from work.

b. The policy shall be that all work beyond sixteen continuous hours shall be further compensated by granting one hour of time off for each hour of time worked beyond sixteen continuous hours. This time will be designated as Emergency Rest Time (ERT).

c. This Emergency Rest Time will be in addition to the normal compensation for the hours worked.

d. Furthermore, under extreme emergency conditions in cases where employees are given less than six (6) hours off-the-clock before returning to the job, the hours of each work assignment will be combined. Emergency Rest Time will be earned for all hours worked in excess of sixteen (16) hours in that period. Emergency Rest Time will not be earned for hours off the job between work assignments.

   i. Extreme emergency conditions are defined as unexpected or serious situations with campus-wide impact that require urgent, immediate action or endanger the university such as: snow, earthquake, flood, fire, tornados, riots, terrorism, and utility outages.

   ii. Extreme emergency conditions do not include situations such as scheduled overtime, regular Call-Back, Standby, or any other situation not described in the paragraph above.

e. Employees shall receive up to a maximum of eight (8) hours of Emergency Rest Time for all hours actually worked without adequate rest.

f. The employee will be required to use this time for the employee's next normal workday that emergency conditions do not make that employee's attendance necessary. An employee who has accrued the maximum of eight (8) hours of Emergency Rest Time must receive their supervisor's approval to continue working.

g. Should the emergency cause the employee to continue to work beyond 24 hours without adequate rest of eight (8) hours off the clock, each hour after 24 hours will be paid at a rate twice the employee's regular rate of pay (EPT).

High Pay

1. At Bloomington, the High Pay will be paid as follows:

   a. When working above elevations of ten (10) feet on sloped (6 on 12) slate or tile roofs or coping suspended by rope device.

   b. When utilizing a swinging stage, bosun's seat, swinging scaffolding, or ladder jack at elevations above 15 feet.

   c. When working on scaffolding that is higher than 15 feet.

   d. When working on a step ladder above 15 feet.

   e. Physical Plant Hi-Voltage craft workers who must free climb to repair or relamp lighting systems at the North Fee Lane Fields, Armstrong Stadium, Memorial Stadium, and Woodlawn Field will receive a pay premium equal to 30 percent (30%) of their base hourly rate provided they are free climbing and not working from a bucket truck or other mechanical device. This premium is considered to be an incentive pay, and not hazardous duty pay (HBV).

   f. Tree trimmers free climbing above 15 feet will be entitled to high pay at the rate provided for the campus below.

   g. Tuck Pointers

   h. Employees doing steeplejack work.

   i. At Bloomington, the High Pay rate shall be 15% of the employee's hourly rate (HSB), whichever is larger, in addition to the employee's existing wage.

2. At IUPUI, High Pay will be in effect as follows:

   a. Use of bosun’s chair, swing stage, or rope chair

   b. Use of belts on outside windows

   c. Use of scaffold: one section (6 feet) or higher

   d. Use of a ladder: two sections or more or to the second floor height inside and outside
You are viewing this policy in the REVIEW SITE.

You are viewing this policy in the REVIEW SITE.

3. At South Bend, “Hazardous conditions” for which High Pay is eligible will be in effect when any of the following work is assigned by appropriate supervisory or administrative authority within the department
   a. Scaffold work is performed at a height of two (2) or more sections;
   b. Work is performed away from any swinging stage, rope chair, or belt;
   c. Extension ladders are used to accomplish work at a height equivalent to second floor level from ground level of a building; and
   d. At South Bend, the High Pay rate shall be 15% of the employee's hourly rate, whichever is larger, in addition to the employee's existing wage (HBL).

4. High pay is a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate.

Support Staff

Stand-by Pay

1. Stand-by hours are those periods of time when Staff are required to be available stand-by to work at a time that is outside their normal scheduled hours of work.

2. Each campus will determine if it will provide stand-by pay. The campus will consult with campus Human Resource in determining what jobs are covered, what hours are covered, and the amount of the compensation for stand-by time for the campus. This information will be made available to Support Staff employees in the affected departments.

3. In all cases:
   a. During the designated stand-by hours, employees assigned to stand-by status:
   b. are unrestricted in movements and location.
   c. must remain accessible by phone, and in a fit condition to work.
   d. must be available and respond within a reasonable time period established by the department.
   e. Employees assigned to stand-by status who cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit stand-by pay for that day.

4. The following are the stand-by compensation methods:
   a. At Bloomington and Northwest all Support Staff employees will receive one hour’s pay for every eight hours in stand-by status (SBY).
   b. At IUPUI all Support Staff employees will receive $1.50 (OC1) or $2.00 (OC2) per hour for the designated stand-by hours.
   c. At Kokomo all Support Staff employees will receive $1.50 per hour (OC1) for the designated stand-by hours.
   d. For all other campuses, contact campus HR.
   e. For campuses that provide stand-by pay on a per hour basis, the stand-by pay is discontinued during the hours the employee is called back in to work.
   f. Stand-by pay is in addition to any compensation that the employee is otherwise eligible for under the Call-back policy.
   g. Stand-by premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate.

Call-back pay

1. Staff may sometimes be called back to work at his or her regular position outside the scheduled workday requiring an additional trip to and from work.
2. Staff who are called back pursuant to this policy will be compensated as follows:
   a. At all campuses, except IUPUI, if the call-back work takes two (2) hours or less, the employee will be compensated for a minimum of two (2) hours at time and one-half (1.5) (CAL).
   b. At IUPUI, if the call-back work takes three hours or less, the employee will be compensated for three hours at time and one-half, even if the employee is called back more than once during that three-hour period (CB3).
   c. In all cases, if the call-back work takes more time than two (2) hours the employee will be compensated for all hours worked at time and one-half (1.5).
3. Even if an employee receives the two hour minimum payment under paragraph 2 above, the actual time worked will count towards determining if overtime has been worked for the week.
4. Staff will only receive this compensation once, regardless of the number of trips back to work within the same block of time.
5. Travel time is included in the call-back calculations in some departments.
6. Call-back pay is not applicable if the additional work/shift is scheduled in advance, when the employee is called in early for a scheduled shift, or the employee is required to stay after the end of a scheduled shift.
7. Call-back premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate.

Changes in Work Schedules

1. If a change in a staff employee's work schedule requires the employee to work on a scheduled day off, such work is compensated at time and one-half (RGN + SCB). However, if the employee receives notice of the schedule change at least five calendar days in advance of the scheduled day off, the work is compensated at the regular rate.

Shift Differential Pay

1. Each campus will determine if it will provide any shift differential. The campus will consult with campus Human Resources to determine what jobs are covered, what hours are covered, and the amount of the compensation for shift differential for that campus. This information will be made available to Support Staff employees in the affected departments, and CWA on the Blooming and Northwest campuses.
2. For campuses that provide Shift Differential:
   a. Shift differential is paid for hours worked during the established timeframe, provided that a minimum of six hours is worked during that time.
   b. An employee who is off from work and charges time to accumulated vacation or income protection time benefits, will be paid shift differential if it would have been paid had the time been worked.
   c. Shift differentials are separate from the base wage for the covered positions.
   d. The shift differential is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a shift differential.
   e. Shift differential is not paid on paid-time-off benefits received when University employment ends.
   f. Rate and timeframe for employees in eligible positions:
      i. For IUPUI, between 3:00 p.m. to 8:00 a.m.
         • A Staff employee who is scheduled, called back, or called in to work outside the normal daily work schedule and requires an additional trip to and from work outside the normal workday is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked.
         • Covered jobs and shift differential rates are published annually in the IUPUI Staff Salary Schedules.
      ii. For Northwest, a Staff employee will receive $0.10 (SR1) for work between 4:00pm and 12:00am (2nd shift), or $0.20 (SR2) for work between 12:00am and 8:00am (3rd shift).
      iii. For all other campuses, contact campus HR.
   g. Shift differentials are a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate.
Sunday premium pay

1. For Support Staff at East, IUPUI, Kokomo, South Bend, Southeast, each campus will determine whether it will pay a premium for time worked on a Sunday and, if so, what the amount will be and what jobs will receive the premium payment. In all cases:
   a. Sunday premiums are separate from the base wage for the covered positions.
   b. The Sunday premium is to be combined with the base hourly rate before calculating the overtime rate for hours worked that are covered by a Sunday premium.
   c. An employee who is off work and charges time to accumulated vacation or income protection time will be paid the Sunday premium if it would have been paid had employee worked.
   d. Sunday premium is not paid as part of any paid-time-off benefits received when University employment ends.

2. Campus specific eligibility:
   a. At IUPUI Sunday premium is provided for time worked between 12:00 a.m. and 12:00 midnight on Sunday at a rate of pay equal to one and one-quarter the employee’s normal hourly rate (RGN + PRM).
   b. For all other campuses, contact campus HR.

3. Sunday premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.

Temporary Staff

Shift differential pay

1. Each campus will determine if it will provide any shift differential and, if so, what jobs are covered, what hours are covered, and the amount of the compensation for shift differential for that campus and will make that information available to Temporary employees in the affected departments and the campus human resources office. In all cases:
   a. Shift differentials are separate from the base wage for the covered positions.
   b. The shift differential is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a shift differential.
   c. Shift differentials are a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate.

Sunday premium pay

1. Each campus will determine whether it will pay a premium for time worked on a Sunday and, if so, what the amount will be and what jobs will receive the premium payment. In all cases:
   a. Sunday premiums are separate from the base wage for the covered positions.
   b. The Sunday premium is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a Sunday premium.
   c. Sunday premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

Additional Contacts

Policy Interpretation
History

This policy combines the following policies:

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<tr>
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<td>AFSCME Service</td>
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<td>Professional Staff and Support and Service Staff not Covered by a Union</td>
<td>4.6 - Premium Pay</td>
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<td>Temporary</td>
<td>4.3 - Premium Pay</td>
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This policy replaces parts of the following policies and guidelines:

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<td>5.5 - Premium Pay</td>
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• D.4.a.iv.
Premium Pay

Scope

This policy applies to all Support, Service, and Temporary Staff employees.

Policy Statement

1. Indiana University recognizes that certain work related circumstances call for compensation in the form of premium pay in addition to an individual's base salary. [AFSCME Police Premium Pay B.1. in part] [AFSCME Service 3.2 B.1. in part in spirit] [CWA 5.5 B.] [PA/SS 4.6 A. in part] [Temp 4.3 A.]

Reason for Policy

The purpose of this policy is to identify the circumstances, the qualifying criteria, the general guidelines for administering, and the amount of premium pay. [AFSCME Service 3.2 B.1. in part] [CWA 5.5 C.] [PA/SS 4.6 A. in part] [Temp 4.3 B.]

Procedures

<<Begin Police fold>>

Call-back (Call-in) Pay

1. An employee who is called back or called in to work after finishing a scheduled work shift or outside the scheduled workday, necessitating an additional trip to and from work outside the normal workday, is compensated at: [AFSCME Police Premium Pay C.1.a. in part]
   a. For AFSCME Police covered employees, time and one half (1.5) for a minimum of three (3) hours (CB3). [AFSCME Police Premium Pay C.1.a. in part]
   b. For Police staff at East and Kokomo, if the call-back work takes two (2) hours or less, the employee will be compensated for a minimum of two (2) hours at time and one-half (1.5) (CAL). [PA/SS 4.6 C.2.a.]
2. Call-back pay is not applicable if the additional work/shift is scheduled in advance or when the employee is called in early for a scheduled shift or is
required to stay after the end of a scheduled shift. [AFSCME Police Premium Pay C.1.b.]

3. A Staff employee will receive this compensation only once for the same block of time regardless of the number of trips back to work during the call-back period. [AFSCME Police Premium Pay C.1.c. in part]

4. At Bloomington, travel time is included in the call-back calculation in departments where this practice currently exists at the time of this agreement. [AFSCME Police Premium Pay C.1.d. in part]

5. Call-back premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate. [CWA 5.5 A.1.a.iv.i spirit] [PA/SS 4.6 C.3. in spirit]

Stand-by Pay

1. Stand-by hours are those periods of time when Staff are required to be available on call to work at a time that is outside their normal scheduled hours of work. [AFSCME Police Premium Pay C.6.b.i. in spirit] [PA/SS 4.6 D.1.]

2. The department will determine, in consultation with campus Human Resources, what jobs are covered and what hours are covered for Stand-by time and provide the information to the employees. [AFSCME Police Premium Pay C.6.a. in part]

3. A department will establish, in consultation with the campus Human Resources, office Stand-by procedures for the department that are consistent with the criteria listed below. [AFSCME Police Premium Pay C.6.a. in part]

4. During the designated Stand-by hours, employees who are assigned to Stand-by status are unrestricted in movements or location. [AFSCME Police Premium Pay C.6.b.ii. in part]

5. Must remain accessible by phone and in a fit condition to work. [AFSCME Police Premium Pay C.6.b.ii. in part]

6. Must be available and respond within a reasonable time period established by the department. [AFSCME Police Premium Pay C.6.b.iii.]

7. Employees assigned to Stand-by status that cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit Stand-by pay for that shift and may be subject to corrective action. [AFSCME Police Premium Pay C.6.b.iv.]

8. The following are the stand-by compensation methods:
   a. At Bloomington, the amount of the Stand-by pay will be one hour's pay for every eight hours on call in Stand-by status (SBY). [AFSCME Police Premium Pay C.6.c.]
   b. At IUPUI, employees assigned to stand-by/stand-by status are paid $2.00 per hour (OC2). [AFSCME Police Premium Pay C.6.d. in part]
   c. At South Bend, employees assigned to stand-by/stand-by status are paid $1.50 per hour (OC1). [AFSCME Police Premium Pay C.6.d. in part]
   d. For all other campuses, contact campus HR.
   e. For campuses that pay stand-by on per hour basis, Stand-by pay is discontinued during the hours the employee is called back in. If called in or called back requiring an additional trip to and from work outside the normal workday, see Call-back/call-in pay above. [AFSCME Police Premium Pay C.6.d. in part]
9. Stand-by premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate. [CWA 5.5 A.1.a.iv.i spirit] [PA/SS 4.6 C.3. in spirit]

Changes in work schedules

1. If a change in an employee's work schedule is made requiring work on a day originally scheduled off, such work is compensated at time and one-half unless the notice of the work schedule change is made to the employee at least five calendar days in advance of the scheduled day off (RGN + SCB). [AFSCME Police Premium Pay C.2.a.]

Shift Differential Pay

1. At Bloomington, East, Kokomo, Northwest, and Southeast
   a. Indiana University will provide shift differential pay in the form of extra pay to Police Officers who work late night or early morning hours: 6pm to 5:59am. [AFSCME Police Premium Pay C.5.a.] [LE Pay Guideline Shift Pay first dot]
   b. The shift differential pay will be a fixed dollar amount per hour based on documented market pay practices within the relevant labor market. For police officers this amount will be $0.50 per hour (SRC). [AFSCME Police Premium Pay C.5.b.] [LE Pay Guidelines Shift Pay second dot]
   c. Hours worked outside of the designated shift differential hours will be paid at the officer’s regular rate. [Law Enforcement Pay Guidelines]
   d. Vacation, sick, holiday and all other forms of pay for time-off will be paid at the officer’s regular rate. [Law Enforcement Pay Guidelines]
   e. Police Officers with pay rates above the published wage structure are not eligible for shift differential pay. [AFSCME Police Premium Pay C.5.c.] [Law Enforcement Pay Guidelines]
   f. Shift differentials premium hours are counted as hours worked for calculating overtime and the earnings are included in the calculation of the overtime (FLSA) rate. [Law Enforcement Pay Guidelines]

2. At IUPUI
   a. Shift differential is paid for hours worked between 3:00 p.m. and 8:00 a.m. provided a minimum of six (6) consecutive hours is worked during the designated shift differential period. [AFSCME Police Premium Pay C.3.a.]
   b. The shift differential rate is $0.50 per hour (SRC). [AFSCME Police Premium Pay C.3.f.]
   c. Shift differential is not paid if the scheduled shift is less than six (6) hours. [AFSCME Police Premium Pay C.3.b.]
   d. An employee who is scheduled, called back, or called in to work outside the normal daily work schedule (and requires an additional trip to and from work outside the normal workday) is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked. [AFSCME Police Premium Pay C.3.c.]
   e. An employee who is off from work and charges time to accumulated paid-time-off benefits, will be paid shift differential if it would have been paid for
the time worked. Shift differential is not paid on paid-time-off benefits received as separation pay. [AFSCME Police Premium Pay C.3.d.]
f. Shift differential is factored into the calculation of overtime for employees who work overtime during the designated shift differential hours. Total earnings (including shift differential) are divided by total hours in pay status to determine the hourly rate for overtime. [AFSCME Police Premium Pay C.3.e.]

3. At South Bend  
a. The shift premium will be paid according to the following schedule:  
[AFSCME Police Premium Pay C.4.a.]
   i. For regularly scheduled shifts that begin between 11:30 a.m. and 7:59 p.m., $0.36 per hour worked (SRA). [AFSCME Police Premium Pay C.4.a.i.]
   ii. For regularly scheduled shifts that begin between 8:00 p.m. and 3:59 a.m., $0.46 per hour worked (SRB). [AFSCME Police Premium Pay C.4.a.ii.]

b. Any work schedule that includes both Saturday and Sunday as regularly scheduled workdays, a $0.50 per hour premium will be paid for all hours worked in the work schedule (SRC). [AFSCME Police Premium Pay C.4.b.]
c. An employee who is regularly scheduled and works a full day on either Saturday or Sunday will be paid the $0.50 per hour premium for those hours (SRC). [AFSCME Police Premium Pay C.4.c.]

Sunday premium pay

1. At Bloomington, East, Kokomo, and Southeast there is no Sunday premium pay. [AFSCME Police Premium Pay C.7.d.]

2. At IUPUI, time worked between 12:00 a.m. to 11:59 p.m. Sunday is paid at a rate of pay equal to one and one-quarter the employee’s hourly rate (RGN + PRM). [AFSCME Police Premium Pay C.7.b.]

3. At South Bend, a premium is paid for work on a Sunday, subject to the following provisions: [AFSCME Police Premium Pay C.7.a.]
a. Sunday premiums are separate from the base wage for the covered positions. [AFSCME Police Premium Pay C.7.a.i.]
b. The Sunday premium is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a Sunday premium. [AFSCME Police Premium Pay C.7.a.ii.]
c. An employee who is absent and charges time to accumulated vacation or income protection time benefits will be paid the Sunday premium if it would have been paid if the time had been worked. [AFSCME Police Premium Pay C.7.a.iii.]
d. When an employee leaves University employment, Sunday premium is not paid on paid-time-off benefits. [AFSCME Police Premium Pay C.7.a.iv.]
e. See the Shift differential section above for a description of the Sunday differential on this campus. [AFSCME Police Premium Pay C.7.c.]

4. Sunday premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.
Court Appearance & Range Training Pay

1. A Police Service Staff employee who is required to appear in court for IUPD business, such as depositions and student disciplinary hearings, or participate in range training will be compensated for a minimum of two (2) hours of pay at time and one-half (1.5) (LER). [AFSCME Police Premium Pay C.8.a.]
   a. The court appearance or range training time must be a required duty(s) that is/are assigned and/or approved by a supervisor in advance. [AFSCME Police Premium Pay C.8.a.i.]
   b. The minimum of two (2) hours at time and one-half (1.5) is provided when the court appearance or range training time is scheduled and occurs outside of the employee’s normal work shift or on a day off. [AFSCME Police Premium Pay C.8.a.ii.]
   c. A Staff employee will only receive this compensation once for the same block of two (2) hours at time and one-half (1.5) regardless of the number of court appearances and/or range training time during that period. [AFSCME Police Premium Pay C.8.a.iii.]
   d. This pay is not applicable if the additional work/shift is scheduled in advance or when the employee is called in early for a scheduled shift or is required to stay after the end of a scheduled shift. [AFSCME Police Premium Pay C.8.a.ii. in spirit]
   e. Court Appearance & Range Training premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate. [AFSCME Police Premium Pay C.8.a.iv.]

<<End Police fold>>

<<Begin Service fold>>

Stand-by Pay

1. Stand-by hours are those periods of time when Staff are required to be available on call to work at a time that is outside their normal scheduled hours of work. [AFSCME Service 3.2 C.7.b.i.] [CWA 5.5 D.2.b.i.] [PA/SS 4.6 D.1.]
   2. Each campus will determine if it will provide stand-by pay. The campus will consult with UHR in determining what jobs are covered, what hours are covered, and the amount of the compensation for stand-by time for the campus. This information will be made available to Service Staff employees in the affected departments and the campus human resources office. [AFSCME Service 3.2 C.7.a. in spirit]
   3. Eligibility for Stand-by pay will be determined in consultation with the department and the campus human resources office, such eligibility must meet all of the following criteria: [AFSCME Service 3.2 C.7.b.]
      a. During the designated Stand-by hours, employees who are assigned to Stand-by status are unrestricted in movements or location, but must remain accessible by phone. [AFSCME Service 3.2 C.7.b.ii. in part]
b. Stand-by employees must be in a fit condition to work. [AFSCME Service 3.2 C.7.b.ii. in part]

c. Stand-by employees must be available and respond within a reasonable time period established by the department. [AFSCME Service 3.2 C.7.b.iii.]

d. Employees assigned to Stand-by status who cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit Stand-by pay for that shift and may be subject to corrective action. [AFSCME Service 3.2 C.7.b.iv.]

4. The following are the Stand-by compensation methods:

   a. At Bloomington, the amount of the Stand-by pay will be one hour's pay for every eight hours in Stand-by status (SBY). [AFSCME Service 3.2 C.7.c.]

   b. At IUPUI,
       i. Employees assigned to Stand-by status are paid $1.50 (OC1) or $2.00 (OC2) per hour (as determined by the department) for the designated Stand-by hours. If called back to work, Stand-by pay is discontinued during the hours the employee is called back. [AFSCME Service 3.2 C.7.d.]
       ii. Stand-by pay does not normally apply to employees in Maintenance (except Building Automation and Key Shop) within Campus Facility Services. [AFSCME Service 3.2 C.7.d.i.]

   c. At South Bend,
       i. Employees who are required to be on Stand-by outside of their regular scheduled work hours for seven or more consecutive days shall receive $1.50 per hour for the designated Stand-by period (OC1). [AFSCME Service 3.2 C.7.e.]
       ii. This is in addition to any compensation that the employee is otherwise eligible for under the Call-Back provisions. [AFSCME Service 3.2 C.7.e.i.]
       iii. There will be one Stand-by list maintained and employees in the Maintenance Technician rank, Level 57 and above (formerly SMOQ), will serve in the Stand-by rotation. [AFSCME Service 3.2 C.7.e.ii. in part]
       iv. The employee in Stand-by status is responsible for personally filling a minimum of three (3) of the weeks assigned and either personally working or finding a qualified substitute in advance for any Stand-by rotations in excess of three (3) in a calendar year. [AFSCME Service 3.2 C.7.e.ii. in part]
       v. The Assistant Director of Facilities Management may allow exceptions to the requirement that employees personally fill their assignments in the event of emergencies or vacations. Where allowed by this policy or with Management approval, the supervisor shall be notified in the event of a substitute as soon as possible. [AFSCME Service 3.2 C.7.e.ii. in part]

   d. For all other campuses, contact campus HR.

   e. For campuses that pay standby on per-hour basis, if an employee is called back in to work, Stand-by pay is discontinued during the hours the employee is called back in.

5. Stand-by premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate. [CWA 5.5 A.1.a.iv.i spirit] [PA/SS 4.6 C.3. in spirit]
Call-Back Pay

1. Staff may sometimes be called back to work at his or her regular position outside the scheduled workday requiring an additional trip to and from work. [AFSCME Service 3.2 C.1.a. in part in spirit] [CWA 5.5 D.1. in part in spirit] [CWA 5.5 D.1.a.i. in spirit] [PA/SS 4.6 C.1.]

2. Staff who are called back pursuant to this policy will be compensated as follows: [PA/SS 4.6 C.2. in part]
   a. At all campuses, if the Call-Back work takes two (2) hours or less, the employee will be compensated for a minimum of two (2) hours at time and one-half (1.5) (CAL). [AFSME 3.2 C.1.a.] [PA/SS 4.6 C.2.a.] [IUPUI Campus Communication Service Wage Program]
   b. If the Call-Back work takes more than two (2) hours, the employee will be compensated for all hours worked at time and one-half (1.5). [PA/SS 4.6 C.2.c.]

3. Staff will only receive this compensation once, regardless of the number of trips back to work within the same block of time. [AFSCME Service 3.2 C.1.a.i. in spirit]

4. At Bloomington, travel time is included in the Call-Back calculation in departments where this practice currently exists. [AFSCME Service 3.2 C.1.b.]

5. Call-Back pay is not applicable if the additional work/shift is scheduled in advance, when the employee is called in early for a scheduled shift, or is required to stay after the end of a scheduled shift.

6. Call-Back premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate. [CWA 5.5 A.1.a.iv.i spirit] [PA/SS 4.6 C.3. in spirit]

Changes in work schedules

1. If a change in a Staff employee's work schedule is made requiring work on a day originally scheduled off, such work is compensated at time and one-half unless the notice of the work schedule change is made to the employee at least five calendar days in advance of the scheduled day off. [AFSCME Service 3.2 C.2.a.] [PA/SS 4.3 C.4.]

2. At Bloomington:
   a. Physical Plant craft workers, whose shifts are changed to evenings or nights for temporary assignments exceeding three work days will receive a pay premium equal to 10 percent (10%) of their base hourly rate for the entire period of the temporary assignment (SCP). [AFSCME Service 3.2 C.2.b.]
   b. When a craft worker’s work week is temporarily restructured such that the week includes Saturday and/or Sunday, the employee shall receive a ten percent (10%) payment per hour for all hours worked on the weekend. If an employee earns overtime during a temporary-restructured-weekend schedule, overtime pay is calculated on the total of base pay plus premium (SCP). [AFSCME Service 3.2 C.2.c.]
c. Any Staff employee, who receives notice of a change in starting time less than 48 hours before the start of his or her regular shift, shall be compensated at a time and one-half rate for all hours worked outside of the regular shift (RGN + SCB). [AFSCME Service 3.2 C.2.d.]

**Shift differential**

1. UHR in consultation with the campus will determine if Shift Differential will be provided, what jobs are covered, what hours are covered, and the amount of compensation for Shift Differential for that campus. This information will be made available to Support Staff employees in the affected departments, and AFSCME Service on Bloomington, IUPUI, and South Bend campuses. [AFSCME Service 3.2 C.6.b. in spirit] [AFSCME Service 3.2 C.6.a. in spirit]
2. If a Service job at a campus is deemed eligible for shift differential pay all positions within the job at the campus will be eligible. [AFSCME Service 3.2 C.6.]
3. Employees in eligible positions with pay rates above the university’s published salary schedule are not eligible for shift differential pay until the employee’s pay rate is no longer above the maximum of the pay schedule. [AFSCME Service 3.2 C.6.d.] [IUPUI Campus Communication Service Wage Program] [University-wide Service Jobs and Wage Structure]
4. The shift differential pay will be provided to Service Staff whose primary position is eligible for the shift differential pay and who are scheduled to work evening and night shifts. [AFSCME Service 3.2 C.6.e.]
   a. Evening and night shifts for the purposes of determining eligibility for shift differential pay is defined as shifts regularly scheduled to work six (6) or more hours between 3:00 PM and 8:00 AM. [AFSCME Service 3.2 C.6.e.i.]
   b. Shift differential pay will only apply to hours worked between 3:00 PM and 8:00 AM, provided a minimum of six (6) hours is worked during the timeframe. [AFSCME Service 3.2 C.6.e.ii. in part]
   c. Time worked outside of the designated periods for shift differential purposes will be paid at the employee’s base hourly rate. [AFSCME Service 3.2 C.6.e.ii. in part]
5. The following categories of paid time off are eligible for shift differential: [AFSCME Service 3.2 C.6.i. and its subparts]
   a. Adverse Weather (WTH)
   b. Adverse Working Conditions (ADW)
   c. Emergency Rest Time (ERT)
   d. Holiday (including HOL and HTK)
   e. Injury with pay (INJ)
   f. Union Business (UNB)
6. The following paid time off categories are NOT eligible for shift differential: [AFSCME Service 3.2 C.6.h. and its subparts] [IUPUI Campus Communication Service Program] [South Bend Campus Service Wage Program]
   a. Vacation
   b. PTO
   c. Sick Time
   d. Income Protection
e. Compensatory Time

7. An employee who is scheduled, called back, or called in to work outside the normal daily work schedule (and requires an additional trip to and from work outside the normal workday) is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked. [AFSCME Service 3.2 C.6.j.] [South Bend Campus Communication Service Wage Program in part]

8. The shift differential pay shall be a fixed dollar amount of $0.50 per hour in addition to the employee’s base rate (SRC). [AFSCME Service 3.2 C.6.k.] [South Bend Campus Communication Service Wage Program in part]

9. Shift differentials are a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate. [AFSCME Service 3.2 C.6.f.] [AFSCME Service 3.2 C.6.g.]

Confined space pay

1. Employees at IUPUI and South Bend are eligible for confined space pay. [AFSCME Service 3.2 C.3.a. in part]

2. Service staff employees working in a permit-required confined space will be paid a premium of $1.50 per hour for time actually spent working in the confined space (HAZ). [AFSCME Service 3.2 C.3.a. in part]

3. University administration will determine the confined spaces that meet the OSHA definition and require a permit. [AFSCME Service 3.2 C.3.a.i.]

4. Employees must have completed the safety training on confined spaces to be eligible for this premium. [AFSCME Service 3.2 C.3.a.ii.]

5. Confined space pay is a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate

Emergency Rest Time at Bloomington

1. Emergency conditions occasionally require SM employees to work continuously beyond normal work assignments. Situations develop where workers have inadequate rest to report for their normal work hours. When these conditions occur, the following provisions apply. [AFSCME Service 3.2 C.4.a.]

   a. For purposes of this policy "adequate rest" is defined as six or more hours free from work. [AFSCME Service 3.2 C.4.a.i.]

   b. The policy shall be that all work beyond sixteen continuous hours shall be further compensated by granting one hour of time off for each hour of time worked beyond sixteen continuous hours. This time will be designated as Emergency Rest Time (ERT). [AFSCME Service 3.2 C.4.a.ii.]

   c. This Emergency Rest Time will be in addition to the normal compensation for the hours worked. [AFSCME Service 3.2 C.4.a.iii.]

   d. Furthermore, under extreme emergency conditions in cases where employees are given less than six (6) hours off-the-clock before returning to the job, the hours of each work assignment will be combined. Emergency Rest Time will be earned for all hours worked in excess of sixteen (16) hours in that period.
Emergency Rest Time will not be earned for hours off the job between work assignments. [AFSCME Service 3.2 C.4.a.iv.]

i. Extreme emergency conditions are defined as unexpected or serious situations with campus-wide impact that require urgent, immediate action or endanger the university such as: snow, earthquake, flood, fire, tornado, riots, terrorism, and utility outages. [AFSCME Service 3.2 C.4.a.iv.1.]

ii. “Extreme emergency conditions” do not include situations such as scheduled overtime, regular Call-Back, Stand-by, or any other situation not described in the paragraph above. [AFSCME Service 3.2 C.4.a.iv.2.]

e. Employees shall receive up to a maximum of eight (8) hours of Emergency Rest Time for all hours actually worked without adequate rest. [AFSCME Service 3.2 C.4.a.v.]

f. The employee will be required to use this time for the employee's next normal workday that emergency conditions do not make that employee's attendance necessary. An employee who has accrued the maximum of eight (8) hours of Emergency Rest Time must receive their supervisor's approval to continue working. [AFSCME Service 3.2 C.4.a.vi.]

g. Should the emergency cause the employee to continue to work beyond 24 hours without adequate rest of eight (8) hours off the clock, each hour after 24 hours will be paid at a rate twice the employee's regular rate of pay (ETP). [AFSCME Service 3.2 C.4.a.vii.]

High Pay

1. At Bloomington, the High Pay will be paid as follows: [AFSCME Service 3.2 C.5.a.]
   a. When working above elevations of ten (10) feet on sloped (6 on 12) slate or tile roofs or coping suspended by rope device. [AFSCME Service 3.2 C.5.a.i.]
   b. When utilizing a swinging stage, bosun's seat, swinging scaffolding, or ladder jack at elevations above 15 feet. [AFSCME Service 3.2 C.5.a.ii.]
   c. When working on scaffolding that is higher than 15 feet. [AFSCME Service 3.2 C.5.a.iii.]
   d. When working on a step ladder above 15 feet. [AFSCME Service 3.2 C.5.a.iv.]
   e. Physical Plant Hi-Voltage craft workers who must free climb to repair or relamp lighting systems at the North Fee Lane Fields, Armstrong Stadium, Memorial Stadium, and Woodlawn Field will receive a pay premium equal to 30 percent (30%) of their base hourly rate provided they are free climbing and not working from a bucket truck or other mechanical device. This premium is considered to be an incentive pay, and not hazardous duty pay (HBV). [AFSCME Service 3.2 C.5.a.v.]
   f. Tree trimmers free climbing above 15 feet will be entitled to high pay at the rate provided for the campus below. [AFSCME Service 3.2 C.5.a.vi.]
   g. Tuck Pointers [AFSCME Service 3.2 C.5.a.vii. in part]
   h. Employees doing steeplejack work. [AFSCME Service 3.2 C.5.a.vii. in part]
   i. At Bloomington, the High Pay rate shall be .75 per hour or 15% of the employee's hourly rate (HSB), whichever is larger, in addition to the employee's existing wage. [AFSCME Service 3.2 C.5.d.]
2. At IUPUI, High Pay will be in effect as follows: [AFSCME Service 3.2 C.b.]
   a. Use of bosun’s chair, swing stage or rope chair [AFSCME Service 3.2 C.b.i.]
   b. Use of belts on outside windows [AFSCME Service 3.2 C.b.ii.]
   c. Use of scaffold: one section (6 feet) or higher [AFSCME Service 3.2 C.b.iii.]
   d. Use of a ladder: two sections or more or to the second floor height inside and outside [AFSCME Service 3.2 C.b.iv.]
   e. High pay does not apply to any permanent structure nor does it apply to using a permanently fixed ladder to climb to a flat, guarded surface to work. It only applies to working from temporary structures or appliances 6 feet or higher. [AFSCME Service 3.2 C.b.v.]
   f. At IUPUI, employees are paid High Pay of an additional $.75 per hour (HIN) for time actually spent working from these types of structures or appliances [AFSCME Service 3.2 C.e.]

3. At South Bend, “Hazardous conditions” for which High Pay is eligible will be in effect when [AFSCME Service 3.2 C.5.c.]
   a. Scaffold work is performed at a height of two (2) or more sections; [AFSCME Service 3.2 C.5.c.i.]
   b. Work is performed away from any swinging stage, rope chair, or belt; [AFSCME Service 3.2 C.5.c.ii.]
   c. Extension ladders are used to accomplish work at a height equivalent to second floor level from ground level of a building; and [AFSCME Service 3.2 C.5.c.iii.]
   d. At South Bend, the High Pay rate shall 15% of the employee's hourly rate, whichever is larger, in addition to the employee's existing wage (HBL). [AFSCME Service 3.2 C.5.d.]

4. High pay is a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate. [AFSCME Service 3.2 C.5.f.]

<<End Service fold>>

<<Begin Support fold>>

Stand-by Pay

1. Stand-by hours are those periods of time when Staff are required to be available stand-by to work at a time that is outside their normal scheduled hours of work. [CWA 5.5 D.2.b.i.] [PA/SS 4.6 D.1.]

2. Each campus will determine if it will provide stand-by pay. The campus will consult with campus Human Resource in determining what jobs are covered, what hours are covered, and the amount of the compensation for stand-by time for the campus. This information will be made available to Support Staff employees in the affected departments. [CWA 5.5 2.a.]

3. In all cases: [CWA 5.5 D.2.a. in part] [CWA 5.5 D.2.b. in part] [PA/SS 4.6 C.2.]
   a. During the designated stand-by hours, employees assigned to stand-by status:
i. are unrestricted in movements and location. [CWA 5.5 D.2.b.ii. in part] [PA/SS 4.6 D.2.a. in part]

ii. must remain accessible by phone, and in a fit condition to work. [CWA 5.5 D.2.b.ii. in part] [PA/SS 4.6 D.2.a. in part]

iii. must be available and respond within a reasonable time period established by the department. [CWA 5.5 D.2.b.iii.] [PA/SS 4.6 D.2.b.]

b. Employees assigned to stand-by status who cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit stand-by pay for that day. [CWA 5.5 D.2.b.iv.] [PA/SS 4.6 D.2.c.]

4. The following are the stand-by compensation methods:
   a. At Bloomington and Northwest all Support Staff employees will receive one hour’s pay for every eight hours in stand-by status (SBY). [CWA 5.5 D.2.c.]
   b. At IUPUI all Support Staff employees will receive $1.50 (OC1) or $2.00 (OC2) per hour for the designated stand-by hours.
   c. At Kokomo all Support Staff employees will receive $1.50 per hour (OC1) for the designated stand-by hours.
   d. For all other campuses, contact campus HR.
   e. For campuses that provide stand-by pay on a per hour basis, the stand-by pay is discontinued during the hours the employee is called back in to work.
   f. Stand-by pay is in addition to any compensation that the employee is otherwise eligible for under the Call-back policy.
   g. Stand-by premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate. [CWA 5.5 A.1.a.iv.i spirit] [PA/SS 4.6 C.3. in spirit]

Call-back pay

1. Staff may sometimes be called back to work at his or her regular position outside the scheduled workday requiring an additional trip to and from work. [CWA 5.5 D.1. in part in spirit] [CWA 5.5 D.1.a.i. in spirit] [PA/SS 4.6 C.1.]

2. Staff who are called back pursuant to this policy will be compensated as follows: [PA/SS 4.6 C.2.]
   a. At all campuses, except IUPUI, if the call-back work takes two (2) hours or less, the employee will be compensated for a minimum of two (2) hours at time and one-half (1.5) (CAL). [CWA 5.5 D.1. in part] [PA/SS 4.6 C.2.a.]
   b. At IUPUI, if the call-back work takes three hours or less, the employee will be compensated for three hours at time and one-half, even if the employee is called back more than once during that three-hour period (CB3). [PA/SS 4.6 C.2.b.]
   c. In all cases, if the call-back work takes more time than two (2) hours the employee will be compensated for all hours worked at time and one-half (1.5). [PA/SS 4.6 C.2.c.]

3. Even if an employee receives the two hour minimum payment under paragraph 2 above, the actual time worked will count towards determining if overtime has been worked for the week. [CWA 5.5 D.1.a.iv.] [PA/SS 4.6 C.3.]

4. Staff will only receive this compensation once, regardless of the number of trips back to work within the same block of time. [CWA 5.5 C.2.a. in part]

5. Travel time is included in the call-back calculations in some departments.
6. Call-back pay is not applicable if the additional work/shift is scheduled in advance, when the employee is called in early for a scheduled shift, or the employee is required to stay after the end of a scheduled shift. [CWA 5.5 D.1.a.iii.]

7. Call-Back premium hours are not counted as hours worked for calculating overtime; however the earnings are included in the calculation of the overtime (FLSA) rate. [CWA 5.5 A.1.a.iv.i spirit] [PA/SS 4.6 C.3. in spirit]

Changes in Work Schedules

1. If a change in a staff employee's work schedule requires the employee to work on a scheduled day off, such work is compensated at time and one-half (RGN + SCB). However, if the employee receives notice of the schedule change at least five calendar days in advance of the scheduled day off, the work is compensated at the regular rate. [CWA 5.5 D.3.] [PA/SS 4.3 C.4 in spirit]

Shift Differential Pay

1. Each campus will determine if it will provide any shift differential. The campus will consult with campus Human Resources to determine what jobs are covered, what hours are covered, and the amount of the compensation for shift differential for that campus. This information will be made available to Support Staff employees in the affected departments, and CWA on the Blooming and Northwest campuses. [CWA 5.5 D.4.a. in part] [PA/SS 4.6 E.1. in part]

2. For campuses that provide Shift Differential: [PA/SS 4.6 E.1. in part]
   a. Shift differential is paid for hours worked during the established timeframe, provided that a minimum of six hours is worked during that time. [PA/SS 4.6 E.2.a.] [PA/SS 4.6 E.2.b. in part]
   b. An employee who is off from work and charges time to accumulated vacation or income protection time benefits, will be paid shift differential if it would have been paid had the time been worked. [CWA 5.5 D.4.a.iii.] [PA/SS 4.6 E.1.c.]
   c. Shift differentials are separate from the base wage for the covered positions. [CWA 5.5 D.4.a.i.] [PA/SS 4.6 E.1.a.]
   d. The shift differential is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a shift differential. [CWA 5.5 D.4.a.ii.] [PA/SS 4.6 E.1.b.]
   e. Shift differential is not paid on paid-time-off benefits received when University employment ends. [CWA 5.5 D.4.a.iv.] [PA/SS 4.6 E.1.d.]
   f. Rate and timeframe for employees in eligible positions:
      i. For IUPUI, between 3:00 p.m. to 8:00 a.m.
         - A Staff employee who is scheduled, called back, or called in to work outside the normal daily work schedule and requires an additional trip to and from work outside the normal workday is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked. [PA/SS 4.6 E.2.c.]
         - Covered jobs and shift differential rates are published annually in the IUPUI Staff Salary Schedules. [PA/SS 4.6 E.2.d.]
ii. For Northwest, a Staff employee will receive $0.10 (SR1) for work between 4:00pm and 12:00am (2nd shift), or $0.20 (SR2) for work between 12:00am and 8:00am (3rd shift).

iii. For all other campuses, contact campus HR.

g. Shift differentials are a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate.

**Sunday premium pay**

1. For Support Staff at East, IUPUI, Kokomo, South Bend, Southeast, each campus will determine whether it will pay a premium for time worked on a Sunday and, if so, what the amount will be and what jobs will receive the premium payment. In all cases: [PA/SS 4.6 F.1.]
   a. Sunday premiums are separate from the base wage for the covered positions. [PA/SS 4.6 F.1.a.]
   b. The Sunday premium is to be combined with the base hourly rate before calculating the overtime rate for hours worked that are covered by a Sunday premium. [PA/SS 4.6 F.1.b.]
   c. An employee who is off work and charges time to accumulated vacation or income protection time will be paid the Sunday premium if it would have been paid had employee worked. [PA/SS 4.6 F.1.c.]
   d. Sunday premium is not paid as part of any paid-time-off benefits received when University employment ends. [PA/SS 4.6 F.1.d.]

2. Campus specific eligibility:
   a. At IUPUI Sunday premium is provided for time worked between 12:00 a.m. and 12:00 midnight on Sunday at a rate of pay equal to one and one-quarter the employee’s normal hourly rate (RGN + PRM). [PA/SS 4.6 F.2.]

3. Sunday premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.

<<End Support fold>>

<<Begin Temporary fold>>

**Shift differential pay**

1. Each campus will determine if it will provide any shift differential and, if so, what jobs are covered, what hours are covered, and the amount of the compensation for shift differential for that campus and will make that information available to Temporary employees in the affected departments and the campus human resources office. In all cases: [Temp 4.3 C.1.]
   a. Shift differentials are separate from the base wage for the covered positions. [Temp 4.3 C.1.a.]
b. The shift differential is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a shift differential. [Temp 4.3 C.1.b.]

c. Shift differentials are a premium pay, and are separate from the base hourly rate of pay; however the earnings are included in the calculation of the overtime (FLSA) rate.

**Sunday premium pay**

1. Each campus will determine whether it will pay a premium for time worked on a Sunday and, if so, what the amount will be and what jobs will receive the premium payment. In all cases: [Temp 4.3 D.1.]
   a. Sunday premiums are separate from the base wage for the covered positions. [Temp 4.3 D.1.a.]
   b. The Sunday premium is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a Sunday premium. [Temp 4.3 D.1.b.]
   c. Sunday premium hours are not counted toward hours worked for overtime purposes; however the earnings are included in the calculation of the overtime (FLSA) rate.

<<End Temporary fold>>

**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

**History**

REPLACES THE FOLLOWING POLICIES AND GUIDELINES

- AFSCME Police Premium Pay
- AFSCME Service 3.2 Premium Pay
- PA/SS 4.6 Premium Pay
- Temp 4.3 Premium Pay

REPLACES PARTS OF THE FOLLOWING POLICIES AND GUIDELINES

- CWA 5.5 Premium Pay
  - B.
  - C.
  - D.1.a.
  - D.1.a.i.
  - D.1.a.ii.
  - D.1.a.iii.
PA/SS 4.3  Work Time and Record Keeping for Support and Service Staff and Professional Staff who are Eligible for Overtime

C.4.

Law Enforcement Pay Guidelines

Shift Pay
Scope

This policy applies to all Staff and Temporary positions.
Policy Statement

1. All persons who apply for employment, promotion, or transfer are given equal consideration regardless of their age, color, disability, ethnicity, gender, marital status, national origin, race, religion, sexual orientation, or veteran status.

2. No supervisor or administrator may make an offer contrary to the university policies related to employment, compensation or benefits, nor imply nor state that a contract has been created between the university and the future employee. Only the president or vice presidents may offer employment contracts.

3. It is the policy of the University to support the efforts of earnest and self-motivated employees to advance in employment by acquiring and/or improving those skills that would qualify them for higher-level positions.

Reason For Policy

This policy is intended to support the University’s efforts to select the most qualified individuals and to support the efforts of current employees to advance.

Procedure

General Procedures for Selection and Filling Positions

1. The campus Human Resources office acts as a clearing house for information, interviews, and approvals regarding selection and/or transfer. Check with them for specific guidelines. Note that several IU campuses print and distribute booklets containing these guidelines.
   a. For Bloomington see Procedures for Recruitment and Selection.
   b. For IUPUI see Application Process Overview
   c. At South Bend,
      i. Management shall determine within 30 calendar days of a position becoming vacant to fill it or not. The President of AFSCME Local 1477-01 shall be notified in writing of the decision. If the decision is to fill the position, management shall have 60 calendar days from the date of the job posting to make a job offer, for a total of 90 calendar days.
      ii. If a vacant position is to be filled, but management fails to offer the position within 60 calendar days of the job posting, the position will be filled with a Temporary employee until the vacancy is filled with an appointed employee. If management fails to fill the vacancy with a Temporary employee by the 60th day after the job posting, the University will contribute the equivalent amount of the proficient rate for the vacant position into a fund under the provisions of the Reward Plans and Recognition Plans policy for each additional workday that the position is not filled by a Temporary employee. Any amounts contributed to the fund described above will be distributed evenly among the employees in the occupational unit who are actually performing the work of the vacant position. The amount that would be paid to each employee under such circumstances is limited to a maximum amount of $100 per employee per biweekly pay period.

2. The campus Human Resources office must first review the campus layoff list, if one exists, and refer qualified employees who appear on the list.

3. All individuals seeking employment with Indiana University must complete a university-approved application form before they can be offered any position.
   a. This requirement also applies to existing employees who are seeking a position in another occupational unit.
   b. An approved application may be a paper or electronic form.

4. Successful upward mobility for employees may be accomplished through a promotion within the department or by transfer to and promotion within another department. Consequently, managers and supervisors are expected to consider employees for promotion within their own departments and to allow them opportunities to seek transfers to other departments. An atmosphere conducive to exploring promotion or transfer must be maintained.
a. For AFSCME Police covered positions, successful upward mobility may be accomplished through a promotion within the campus or by transfer and promotion to another campus. Consequently, managers and supervisors are expected to consider employees for promotion on their own campus and to allow them opportunities to seek transfers to other campuses. An atmosphere conducive to exploring promotion or transfer must be maintained.

5. The university encourages staff to seek promotions and transfers. Therefore, departments may allow staff to take reasonable time away from the job for interviews in other university departments and/or for approved career development.
   a. Staff members do not have to make up the time or charge it to paid time off.
   b. Each supervisor must determine what is “reasonable” time off, keeping in mind the university’s favorable attitude toward promotion and transfer.
   c. If a supervisor believes that a staff member’s absences are excessive, then he or she can require the employee to make up the time.
      i. Staff members eligible for overtime may be required to charge excessive absences to accumulated time off.

6. Unless otherwise agreed to by the employee’s department or for openings occurring in unique positions requiring unusual skills and abilities—an employee must work in a position for at least six (6) months before requesting a change to another position.
   a. For AFSCME Police covered positions, an employee must work on a job for twelve (12) months before requesting a promotion or transfer, unless otherwise mutually agreed to by management, employee, and the union, and except for openings occurring in jobs of a unique nature requiring unusual skills and abilities.
   b. For AFSCME Service, unless otherwise mutually agreed to by management, employee, and the union, and except for openings occurring in jobs of a unique nature requiring unusual skills and abilities, an employee must work on a job for the following times:
      i. Three (3) months before requesting a promotion to another job
      ii. Six (6) months before requesting a transfer to another job.
   c. For CWA covered positions, unless otherwise mutually agreed to by the employee and the department an employee must work in a position for at least four (4) months before requesting a change to another position.
      i. Final determination of the required length of service will be based on the employee's qualifications in the current position and his/her ability to assume the new position. This determination will be subject to consultation with the campus Human Resources office.
   d. The hiring department must initiate the HRMS E-Doc to obtain the required approvals. The campus Human Resources office may agree to do this.

7. If a department decides not to fill a listed position, the department will inform University Human Resource Services and the president of the union of this decision.

8. An employee’s hire date is their first day on the job and should not be on a day in which a holiday is observed. See the Holiday Policy.

Making the selection

1. Campus HR will screen applicant’s qualifications for posted positions. It may conduct preliminary interviews and examinations. The HR office will refer qualified candidates that meet the minimum qualifications.

2. The department will conduct final interviews, evaluations, and reference checks to determine the suitability of the applicants. Departments should instruct the applicant about the position and its conditions of employment.

3. Selections (including promotions and transfers) should be made by examining all factors necessary to determine the best qualifications and capabilities to fill the position. These factors shall include, but not be limited to the following which are not listed in rank order:
   a. Job-related educational background
   b. Experience
   c. Past work performance
d. Ability and qualifications to perform the essential functions of the position with or without reasonable accommodation.

e. For transfers and promotions, the staff member’s attendance record over the last twelve (12) months (not including FMLA or extended periods of sick leave of two weeks or more due to serious illness or injury or approved leaves of absence) should also be considered.

f. Reference checks

g. For AFSCME Police covered positions, ILEA Physical Fitness Entry Standards.

h. For AFSCME Service covered positions at South Bend, seniority.

i. For CWA covered positions, corrective actions more than three (3) years old shall not be used to deny an otherwise qualified employee an interview for a position, except that corrective actions for serious offenses, as defined in Corrective Action, shall have no expiration as provided under this paragraph.

4. All relevant factors are to be considered fully. When such factors are found to be relatively equal between two or more candidates, and when at least one candidate is an appointed IU employee, the decision to hire is to be based on occupational unit seniority date first and university seniority date second.

a. For AFSCME Service covered positions at Bloomington in food service facilities, when some or all of the food service facilities are shut down, preference will be given to RPS food service facilities employees in filling jobs in food service and housing in RPS. When food service facilities are shut down and facilities employees are given preference for work in housing, they will be paid the rate for the job they are performing at the same relative step of the pay rate for the employee's regular position. The job duties and the pay rates will be posted in RPS for the employees' information before they sign up for such work.

b. Temporary and temporary agency employees in the available position have no seniority.

**Making an Offer**

1. A written offer of employment is not necessary.

2. The hiring department will notify the selected candidate. The campus Human Resources office may agree to do this.

   a. For CWA covered position at Northwest, the Human Resources office will notify the selected candidate.

3. The campus Human Resources office will be notified when the applicant has accepted the position.

**Post Offer Pre-Employment**

1. Once a job offer is made and employee has accepted, employment is contingent upon completion of the following:

   a. *Motor Vehicle Record Check*, if driving is required

   b. *Physical Exam*, if required

      i. At IUPUI, the satisfactory completion of a pre-employment health evaluation, which may include a drug screening, is required prior to reporting for work for individuals hired for work in the dental school, laboratory, hospital, or clinical areas. Candidates cannot work until the satisfactory results of the health evaluation have been released by IUPUI Health Services.

   c. *Drug Screen*, if required

   d. Psychological Testing, if required

   e. Any additional testing/examinations must be approved by UHR before implementation

2. If the selected applicant is a current IU employee,

   a. A two (2) week notice period for the start date is recommended.

      i. For AFSCME Police and AFSCME Service covered positions, a two (2) week notice is required. A notice period of less than or more than two weeks must be agreeable to the employee, the employee’s current supervisor, and the employee’s new supervisor.

   b. However, a shorter or longer period is acceptable if agreed upon between the employee, the hiring department, and the employee’s current department.

   c. The campus Human Resources office will aid in coordinating the start date, if requested.
i. For AFSCME Service covered positions, interdepartmental transfers are to be coordinated through the campus human resources office.

Other New Hire Requirements

1. *Form I-9*: All new employees must complete the Form I-9. Section 1 of the Form I-9 must be completed by the new employee before or on the first day of employment. Section 2 of the Form I-9 must be completed by the hiring department within three (3) business days of the date employment begins. See Form I-9 and E-Verify Requirements for All New Employees.

2. *Criminal Background Check*: see the Backgrounds Checks policy for the background checks required for Staff and Temporary positions.
   a. Existing employees may be required to submit to a background check if they will be working in a Program Involving Children (PIC) covered position.

3. *State and Federal Tax Forms*: All new employees must complete the required state and federal tax withholding forms.

4. *Direct Bank Deposit requirements*: All new employees must complete the authorization form for direct bank deposit. See Direct Bank Depositing of Employee Wages

Post Selection Activities

1. Once all selection related activities are complete, the department will then inform all applicants in writing or by email that the position has been filled.
   a. The campus Human Resources office may agree to do this.
   b. For AFSCME Service covered positions, the hiring department shall inform in writing all bargaining unit applicants that were considered, including interviewees, that the position has been filled, the name of the person selected, their seniority date, and the basis for selecting another applicant rather than employee; either best qualifications or most seniority.

2. For AFSCME Police, and AFSCME Service covered positions at Bloomington and South Bend:
   a. When seniority is not followed in promoting an employee within the Service Maintenance (SM) classification, departments must be prepared to show that the qualifications of the employee selected are significantly greater. Upon request, the employee, or an AFSCME representative on behalf of the employee, is entitled to a written response detailing the reasons that seniority was not followed in the selection process.
   b. For AFSCME Service covered employees at Bloomington and South Bend, for promotions only, when a senior employee who meets the minimum qualifications is not selected, the hiring supervisor shall notify the employee in writing of the decision and the related qualifications of the person selected that are significantly greater.

3. For CWA covered positions notification to applicants who are existing IU Support Staff employees and CWA Local 4730 with the following information:
   a. The name of the employee selected,
   b. The employee's university seniority date,
   c. The basis for the selection, i.e., qualifications, seniority, other.

4. For PA/SS and CWA covered positions at Bloomington, each week Employment Services will publish the name of the person selected and the position on the UHR website.

Occupying multiple positions

1. It is possible for an employee to be employed in more than one position at the same time. Examples include a person employed in two 50 percent FTE appointed positions, or an appointed employee working in a Temporary position. Following are the basic rules governing such circumstances:
   a. Appointed staff positions must be at least 50% FTE.
   b. The combined FTE for all appointed positions held by one person cannot exceed 100% FTE.
c. An individual cannot hold an appointed PAE position (not eligible for overtime) and an appointed PAO or Support and Service Staff position (eligible for overtime) at the same time. See the campus Human Resources office for valid combinations involving a PAU job.

d. An employee in a PAO or Support and Service Staff position (eligible for overtime) may also be employed in a Temporary position paid at a bona-fide hourly rate for the work performed in the temporary job.

e. Biweekly paid employees may not be employed in a second job that is paid as a flat dollar amount for the work performed.

f. Departments should consult with the campus Human Resources office in determining a bona-fide hourly rate for the work performed in the temporary job.

2. Contact the campus Human Resources office if there are any questions about a specific situation.

**Procedures for filling Temporary positions**

1. Before filling any position, the department must follow the provisions for establishing Temporary positions in the [Temporary Positions policy](#) and obtain any campus-required approvals.

2. All individuals seeking employment with Indiana University must complete a university-approved application form before they can be offered any position. This requirement also applies to existing employees who are seeking another position. An approved application may be a paper or electronic form. Check with the campus Human Resources office for specific application instructions and procedures.

3. The hiring department will determine the process it will use to select among its applicants. This could include interviews and consideration of such factors as 1) experience, 2) past work performance, 3) job-related educational background, 4) ability and qualifications to perform the work, 5) attendance record, 6) availability, and 7) reference check. Length of service is not a formally recognized factor in filling Temporary positions.

**Procedures for employing relatives, students, or minors**

1. See the [Employment of Relatives, Students and Minors policy](#) for the procedures to secure an employment certificate for relatives, or minor.

2. See the [Employment of IU Students policy](#) for the procedures to employ an Indiana University student.

**Definitions**

1. **Staff positions** are defined as budgeted line positions and are eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits, depending on the FTE status of the position.

2. **Temporary positions** are defined as those employees not occupying a budgeted line position and are temporary. These positions are not eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits.

**Sanctions**

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

**Additional Contacts**

Policy Interpretation  
UHR  
812-856-6047  
hrpolicy@iu.edu
History

Replaces parts of the following policies/provisions:

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<th>AFSCME Police</th>
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You are viewing this policy in the REVIEW SITE.
Selection & Filling Positions

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. All persons who apply for employment, promotion, or transfer are given equal consideration regardless of their age, color, disability, ethnicity, gender, marital status, national origin, race, religion, sexual orientation, or veteran status. [AFSCME Service 2.11 B.1.] [CWA 6.5 D.3. in spirit] [CWA 10.2 A.1.] [PA/SS 3.2 A.1.] [Temp 1.2 C.4.a]
2. No supervisor or administrator may make an offer contrary to the university policies related to employment, compensation or benefits, nor imply nor state that a contract has been created between the university and the future employee. Only the president or vice presidents may offer employment contracts. [AFSCME Service 2.11 C.3.g.] [CWA 10.2 Pro 10 in part] [PA/SS 3.2 B.5.a. in part]
3. It is the policy of the University to support the efforts of earnest and self-motivated employees to advance in employment by acquiring and/or improving those skills that would qualify them for higher-level positions. [AFSCME Police Transfers Policy Statement] [AFSCME Service 2.10 Policy Statement] [CWA 6.5 A.1 in spirit]

Reason for Policy

This policy is intended to support the University’s efforts to recruit and select the most qualified individuals and to support the efforts of current employees to advance.

Procedures

General Procedures for Selection and Filling Positions

1. The campus Human Resources office acts as a clearing house for information, interviews, and approvals regarding selection and/or transfer. Check with them for specific guidelines. Note that several IU campuses print and distribute booklets containing these guidelines. [AFSCME Service 2.11 C.3.a. in spirit] [CWA 6.5]
a. For Bloomington see Procedures for Recruitment and Selection.
b. For IUPUI see Application Process Overview
c. At South Bend,
   i. Management shall determine within 30 calendar days of a position becoming vacant to fill it or not. The President of AFSCME Local 1477-01 shall be notified in writing of the decision. If the decision is to fill the position, management shall have 60 calendar days from the date of the job posting to make a job offer, for a total of 90 calendar days. [AFSCME Service 2.11 C.1.]
   ii. If a vacant position is to be filled, but management fails to offer the position within 60 calendar days of the job posting, the position will be filled with a Temporary employee until the vacancy is filled with an appointed employee. If management fails to fill the vacancy with a Temporary employee by the 60th day after the job posting, the University will contribute the equivalent amount of the proficient rate for the vacant position into a fund under the provisions of the Reward Plans and Recognition Plans policy for each additional workday that the position is not filled by a Temporary employee. Any amounts contributed to the fund described above will be distributed evenly among the employees in the occupational unit who are actually performing the work of the vacant position. The amount that would be paid to each employee under such circumstances is limited to a maximum amount of $100 per employee per biweekly pay period. [AFSCME Service 2.11 C.2.]

2. The campus Human Resources office must first review the campus layoff list, if one exists, and refer qualified employees who appear on the list. [AFSCME Service 2.11 C.3.b. in part] [CWA 10.2 Pro.1.a.] [PA/SS 3.2 B.2.a.-b.] [PA/SS 3.2 B.3.a. in spirit]

3. All individuals seeking employment with Indiana University must complete a university-approved application form before they can be offered any position. [CWA 6.5 B.2. in spirit] [CWA 6.5 B.5 & 6.] [PA/SS 3.2 B.1.b.]
   a. This requirement also applies to existing employees who are seeking a position in another occupational unit. [CWA 6.5 B.2. in spirit] [PA/SS 3.2 B.1.b.]
   b. An approved application may be a paper or electronic form. [PA/SS 3.2 B.1.b.]

4. Successful upward mobility for employees may be accomplished through a promotion within the department or by transfer to and promotion within another department. Consequently, managers and supervisors are expected to consider employees for promotion within their own departments and to allow them opportunities to seek transfers to other departments. An atmosphere conducive to exploring promotion or transfer must be maintained. [AFSCME Service 2.10 Policy Statement] [CWA 6.5 A.1. in spirit] [CWA 6.5 B.1. in spirit]
   a. For AFSCME Police covered positions, successful upward mobility may be accomplished through a promotion within the campus or by transfer and promotion to another campus. Consequently, managers and supervisors are expected to consider employees for promotion on their own campus and to allow them opportunities to seek transfers to other campuses. An atmosphere
conducive to exploring promotion or transfer must be maintained. [AFSCME Police Transfers Policy Statement]

5. The university encourages staff to seek promotions and transfers. Therefore, departments may allow staff to take reasonable time away from the job for interviews in other university departments and/or for approved career development. [AFSCME Police Transfers C.7.b. in part in spirit] [AFSCME Service 2.10 C.7.b. in part] [PA/SS 3.2 H.] [CWA 6.5. C.2.] [CWA 10.2 E.]
   a. Staff members do not have to make up the time or charge it to paid time off. [PA/SS 3.2 H.]
   b. Each supervisor must determine what is “reasonable” time off, keeping in mind the university’s favorable attitude toward promotion and transfer. [AFSCME Service 2.10 C.7.b. in part] [PA/SS 3.2 H.] [CWA 6.5 C.2.] [CWA 10.2 E.2.]
   c. If a supervisor believes that a staff member’s absences are excessive, then he or she can require the employee to make up the time. [AFSCME Police Transfers 7.b. in part] [AFSCME Service 2.10 C.7.b.] [CWA 6.5 C.1. in spirit] [PA/SS 3.2 H.]
      i. Staff members eligible for overtime may be required to charge excessive absences to accumulated time off. [AFSCME Service 2.10 C.7.b. in part] [CWA 10.2 Pro E.2. in part] [PA/SS 3.2 H.]

6. Unless otherwise agreed to by the employee’s department or for openings occurring in unique positions requiring unusual skills and abilities—an employee must work in a position for at least six (6) months before requesting a change to another position. [AFSCME Police Transfers C.4.b.] [AFSCME Service 2.10 C.4. in part] [AFSCME Service 2.10 C.4.b. in part] [PA/SS 3.2 B.3.e.]
   a. For AFSCME Police covered positions, an employee must work on a job for twelve (12) months before requesting a promotion or transfer, unless otherwise mutually agreed to by management, employee, and the union, and except for openings occurring in jobs of a unique nature requiring unusual skills and abilities. [AFSCME Police Transfer C.4.]
   b. For AFSCME Service, unless otherwise mutually agreed to by management, employee, and the union, and except for openings occurring in jobs of a unique nature requiring unusual skills and abilities, an employee must work on a job for the following times: [AFSCME Service 2.10 C.4. and its subparts]
      i. Three (3) months before requesting a promotion to another job [AFSCME Service 2.10 C.4.a.]
      ii. Six (6) months before requesting a transfer to another job. [AFSCME Service 2.10 C.4.b.]
   c. For CWA covered positions, unless otherwise mutually agreed to by the employee and the department an employee must work in a position for at least four (4) months before requesting a change to another position. [CWA 6.5 D.3.b. in part] [CWA 10.2 Pro.2.c.]
      iii. Final determination of the required length of service will be based on the employee's qualifications in the current position and his/her ability to assume the new position. This determination will be subject to consultation with the campus Human Resources office. [CWA 6.5 D.3.b in part]
d. The hiring department must initiate the HRMS E-Doc to obtain the required approvals. The campus Human Resources office may agree to do this. [AFSCME Police Transfers C.7.a. in spirit] [CWA 10.2 Pro 12] [CWA Pro 14] [PA/SS 3.2 B.5.f.]

7. If a department decides not to fill a listed position, the department will inform University Human Resource Services and the president of the union of this decision. [AFSCME Service 2.11 Pro C.5.a.]

8. An employee’s hire date is their first day on the job and should not be on a day in which a holiday is observed. See the Holiday Policy.

Making the selection

1. Campus HR will screen applicant’s qualifications for posted positions. It may conduct preliminary interviews and examinations. The HR office will refer qualified candidates that meet the minimum qualifications. [AFSCME Service 2.11 B.2. in spirit] [AFSCME Service 2.11 C.3.c.] [CWA 10.2 Pol 2. in spirit] [CWA 10.2 Pro.2.d. in spirit] [PA/SS 3.2 B.5.f.]

2. The department will conduct final interviews, evaluations, and reference checks to determine the suitability of the applicants. Departments should instruct the applicant about the position and its conditions of employment. [AFSCME Service 2.11 c.3.d.] [CWA 10.2 Pro.3.] [PA/SS 3.2 B.4.a.] [PA/SS 3.2 B.4.e. in part in spirit]

3. Selections (including promotions and transfers) should be made by examining all factors necessary to determine the best qualifications and capabilities to fill the position. These factors shall include, but not be limited to the following which are not listed in rank order: [AFSCME Police Transfers C.2.] [AFSCME Service 2.10 C.2.] [AFSCME Service 2.11 C.3.e. in part] [CWA 6.5 D.1. in part] [CWA 10.2 Pro.4.] [CWA 10.2 Pro 8. In spirit] [PA/SS 3.2 B.4.b.]
   b. Experience [AFSCME Police Transfers 2.a.] [AFSCME Service 2.10 C.2.a.i. & b.ii.] [CWA 6.5 D.1.a.] [CWA 10.2 Pro.4.a.] [PA/SS 3.2 B.4.b.i.]
   c. Past work performance [AFSCME Police Transfers 2.b.] [CWA 6.5 D.1.b.]
   d. Ability and qualifications to perform the essential functions of the position with or without reasonable accommodation. [AFSCME Police Transfers 2.d.] [CWA 6.5 D.1.c.]
   e. For transfers and promotions, the staff member’s attendance record over the last twelve (12) months (not including FMLA or extended periods of sick leave of two weeks or more due to serious illness or injury or approved leaves of absence) should also be considered. [AFSCME Police Transfers C.2.e. in spirit] [AFSCME Service 2.10 C.2.v. in spirit] [CWA 6.5 D.1.f.]
   f. Reference checks
   g. For AFSCME Police covered positions, ILEA Physical Fitness Entry Standards.
   h. For AFSCME Service covered positions at South Bend, seniority. [AFSCME 2.10 C.2.b.i.]
   i. For CWA covered positions, corrective actions more than three (3) years old shall not be used to deny an otherwise qualified employee an interview for a position, except that corrective actions for serious offenses, as defined in
Corrective Action, shall have no expiration as provided under this paragraph.  
[CWA 10.2 Pro 5.]

4. All relevant factors are to be considered fully. When such factors are found to be relatively equal between two or more candidates, and when at least one candidate is an appointed IU employee, the decision to hire is to be based on occupational unit seniority date first and university seniority date second. [AFSCME Police Transfers C.3. in sprite] [AFSCME Service 2.10 Pro C.3. in part] [AFSCME Service 2.10 Pro C.3.a. in part] [CWA 6.5 D.2.] [CWA 10.2 Pro 6.]
a. For AFSCME Service covered positions at Bloomington in food service facilities, when some or all of the food service facilities are shut down, preference will be given to RPS food service facilities employees in filling jobs in food service and housing in RPS. When food service facilities are shut down and facilities employees are given preference for work in housing, they will be paid the rate for the job they are performing at the same relative step of the pay rate for the employee's regular position. The job duties and the pay rates will be posted in RPS for the employees' information before they sign up for such work. [AFSCME Service 2.11 C.3.i.]
b. Temporary and temporary agency employees in the available position have no seniority. [CWA 6.5 D.2.a.] [CWA 10.2 Pro.6.a.] [PA/SS 3.2 B.4.d.]

Making an Offer

1. A written offer of employment is not necessary. [AFSCME Service 2.11 C.3.g. in part] [CWA 10.2 Pro.10.] [PA/SS 3.2 B.5.a. in part]
2. The hiring department will notify the selected candidate. The campus Human Resources office may agree to do this. [PA/SS 3.2 B.5.b. in part] [CWA 10.2 Pro 8] [CWA 10.2 Pro.11. in part]
a. For CWA covered position at Northwest, the Human Resources office will notify the selected candidate. [CWA 10.2 Pro.11. in part]
3. The campus Human Resources office will be notified when the applicant has accepted the position. [AFSCME Service 2.11 C.4.a. in part.] [PA/SS 3.2 B.5.c.]

Post Offer Pre-Employment

1. Once a job offer is made and employee has accepted, employment is contingent upon completion of the following: [AFSCME Service 2.11 C.3.f. and its subparts] [AFSCME Service 2.11 3.f.i.] [CWA 6.5 D.4. in part] [CWA 10.2 Pro.8.] [PA/SS 3.2 B.3.c. in part] [PA/SS 3.2 B.4.e.]
a. Motor Vehicle Record Check, if driving is required [AFSCME Service 2.11 3.f.ii.]
b. Physical Exam, if required
   i. At IUPUI, the satisfactory completion of a pre-employment health evaluation, which may include a drug screening, is required prior to reporting for work for individuals hired for work in the dental school, laboratory, hospital, or clinical areas. Candidates cannot work until the satisfactory results of the health evaluation have been released by IUPUI Health Services. [AFSCME Service 2.11 C.3.h.]
c. Drug Screen, if required
d. Psychological Testing, if required
e. Any additional testing/examinations must be approved by UHR before implementation.

2. If the selected applicant is a current IU employee,
   a. A two (2) week notice period for the start date is recommended. [CWA 6.5 D.3.c. in part] [CWA 10.2 Pro 7.b.] [PA/SS 3.2 B.5.e. in part]
      i. For AFSCME Police and AFSCME Service covered positions, a two (2) week notice is required. A notice period of less than or more than two weeks must be agreeable to the employee, the employee’s current supervisor, and the employee’s new supervisor. [AFSCME Police Transfers B.6. in spirit] [AFSCME Service 2.10 C.6. in part]
   b. However, a shorter or longer period is acceptable if agreed upon between the employee, the hiring department, and the employee’s current department. [CWA 6.5 D.3.c.i. in spirit] [CWA 10.2. Pro 7.b.i.] [PA/SS 3.2 B.5.e. in part]
   c. The campus Human Resources office will aid in coordinating the start date, if requested. [AFSME Service 2.10 C.6. in part]
      i. For AFSCME Service covered positions, interdepartmental transfers are to be coordinated through the campus human resources office. [AFSME Service 2.10 C.6. in part]

Other New Hire Requirements

1. Form I-9: All new employees must complete the Form I-9. Section 1 of the Form I-9 must be completed by the new employee before or on the first day of employment. Section 2 of the Form I-9 must be completed by the hiring department within three (3) business days of the date employment begins. See Form I-9 and E-Verify Requirements for All New Employees. [AFSCME Service 2.11 C.4.f. & C.4.f.i.-ii. in part in spirit] [CWA 10.2 Pro 15. And its subparts in spirit] [PA/SS 3.2 B.5.h. and its subpart]

2. Criminal Background Check: see the Backgrounds Checks policy for the background checks required for Staff and Temporary positions. [CWA 10.2 Pro 12 in spirit] [PA/SS 3.2 B.5.d.]
   a. Existing employees may be required to submit to a background check if they will be working in a Program Involving Children (PIC) covered position.

3. State and Federal Tax Forms: All new employees must complete the required state and federal tax withholding forms.

4. Direct Bank Deposit requirements: All new employees must complete the authorization form for direct bank deposit. See Direct Bank Depositing of Employee Wages [PA/SS 3.2 B.5.g. in part]

Post Selection Activities

1. Once all selection related activities are complete, the department will then inform all applicants in writing or by email that the position has been filled. [CWA 10.2 Pro.17. in part] [PA/SS 3.2 B.5.i.]
   a. The campus Human Resources office may agree to do this. [PA/SS 3.2 B.5.b.]
   b. For AFSCME Service covered positions, the hiring department shall inform in writing all bargaining unit applicants that were considered, including interviewees, that the position has been filled, the name of the person selected,
their seniority date, and the basis for selecting another applicant rather than employee; either best qualifications or most seniority. [AFSCME Service 2.11 C.4.b.] [AFSCME Service 2.11 C.4.c.]

2. For AFSCME Police, and AFSCME Service covered positions at Bloomington and South Bend:
   a. When seniority is not followed in promoting an employee within the Service Maintenance (SM) classification, departments must be prepared to show that the qualifications of the employee selected are significantly greater. Upon request, the employee, or an AFSCME representative on behalf of the employee, is entitled to a written response detailing the reasons that seniority was not followed in the selection process. [AFSCME Service 2.10 C.5.] [AFSCME Police Transfers C.5.]
   b. For AFSCME Service covered employees at Bloomington and South Bend, for promotions only, when a senior employee who meets the minimum qualifications is not selected, the hiring supervisor shall notify the employee in writing of the decision and the related qualifications of the person selected that are significantly greater. [AFSCME Service 2.11 C.4.d.]

3. For CWA covered positions notification to applicants who are existing IU Support Staff employees and CWA Local 4730 with the following information: [CWA 10.2 Pro.17. in part & 19 in part]
   a. The name of the employee selected, [CWA 10.2 Pro. 17. in part & 19 in part]
   b. The employee’s university seniority date, [CWA 10.2 Pro. 17. in part & 19 in part]
   c. The basis for the selection, i.e., qualifications, seniority, other. [CWA 10.2 Pro. 17. in part & 19 in part]

4. For PA/SS and CWA covered positions at Bloomington, each week Employment Services will publish the name of the person selected and the position on the UHRS website. [CWA 10.2 Pro.18.]

**Occupying multiple positions**

1. It is possible for an employee to be employed in more than one position at the same time. Examples include a person employed in two 50 percent FTE appointed positions, or an appointed employee working in a Temporary position. Following are the basic rules governing such circumstances:
   a. Appointed staff positions must be at least 50% FTE.
   b. The combined FTE for all appointed positions held by one person cannot exceed 100% FTE.
   c. An individual cannot hold an appointed PAE position (not eligible for overtime) and an appointed PAO or Support and Service Staff position (eligible for overtime) at the same time. See the campus Human Resources office for valid combinations involving a PAU job.
   d. An employee in a PAO or Support and Service Staff position (eligible for overtime) may also be employed in a Temporary position paid at a bona-fide hourly rate for the work performed in the temporary job.
   e. Biweekly paid employees may not be employed in a second job that is paid as a flat dollar amount for the work performed.
   f. Departments should consult with the campus Human Resources office in determining a bona-fide hourly rate for the work performed in the temporary job.
2. Contact the campus Human Resources office if there are any questions about a specific situation. [AFSCME Service 2.11 C.6.b.] [CWA 10.2 G.2.] [PA/SS 3.2 I.2.]

**Procedures for filling Temporary positions**

1. Before filling any position, the department must follow the provisions for establishing Temporary positions in the Temporary Positions policy and obtain any campus-required approvals. [Temp 1.2 C.4.b]
2. All individuals seeking employment with Indiana University must complete a university-approved application form before they can be offered any position. This requirement also applies to existing employees who are seeking another position. An approved application may be a paper or electronic form. Check with the campus Human Resources office for specific application instructions and procedures. [Temp 1.2 C.4.c]
3. The hiring department will determine the process it will use to select among its applicants. This could include interviews and consideration of such factors as 1) experience, 2) past work performance, 3) job-related educational background, 4) ability and qualifications to perform the work, 5) attendance record, 6) availability, and 7) reference check. Length of service is not a formally recognized factor in filling Temporary positions. [Temp 1.2 C.4.d]

**Procedures for employing relatives, students, or minors**

1. See the Employment of Relatives, Students and Minors policy for the procedures to secure an employment certificate for relatives, or minor. [Temp 1.2 C.5.a.]
2. See the Employment of IU Students policy for the procedures to employ an Indiana University student. [Temp 1.2 C.5.b]

**Definitions**

1. *Staff positions* are defined as budgeted line positions and are eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits, depending on the FTE status of the position.
2. *Temporary positions* are defined as those employees not occupying a budgeted line position and are temporary. These positions are not eligible for such benefits as health care, life insurance, the IU tuition benefit, vacation, and other paid time off benefits.

**Sanctions**

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.
Additional Contacts

Policy Interpretation
UHRS
812-856-6047
policy@iu.edu

Forms

Online Procedures

Related Information

Employment of IU Students
Employment of Relatives, Students and Minor
Equal Opportunity/Affirmative Action
Temporary Positions
Posting a Position

History

Replaces parts of the following policies/provisions:

AFSCME Police Transfers
- B.1.
- B.3
- C.2.
- C.2.a.
- C.2.c.
- C.2.e.
- C.3.
- C.4.
- C.4.a.
- C.4.b.
- C.5.
- C.6.
- C.7.a.
- C.7.b.

AFSCME Service 2.10 Promotions and Transfers
- B.1.
- B.3.
- C.2.
- C.2.a.i.
- C.2.a.ii.
• C.2.a.iii.
• C.2.a.iv.
• C.2.a.v.
• C.2.b.i.
• C.2.b.ii.
• C.2.a.iii.
• C.2.b.iv.
• C.2.b.v.
• C.2.b.vi.
• C.3.
• C.3.a.
• C.4.
• C.4.a.
• C.4.b.
• C.5.
• C.6.
• C.7.b.

AFSCME Service 2.11 Recruitment-Selection
• B.1.
• B.2.
• C.1.
• C.2.
• C.3.a.
• C.3.b.
• C.3.c.
• C.3.d.
• C.3.e.
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• C.3.f.i.
• C.3.f.ii.
• C.3.g.
• C.3.h.
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• C.4.c.
• C.4.d.
• C.4.f.
• C.4.f.i.
• C.4.f.ii.
• C.5.a.
• C.6.a.
• C.6.a.i.
• C.6.a.ii.
CWA 6.5 Career Development and Changing Positions

- A.1
- B.1.
- B.2.
- B.3.
- B.5.
- B.6.
- C.1.
- C.2.
- D.
- D.1.a.
- D.1.b.
- D.1.c.
- D.1.d.
- D.1.e.
- D.1.f.
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- D.2.a.
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- D.3.b
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- D.3.c.i.
- D.4.

CWA 10.2 Rules and Guidelines for Filling Positions

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- A.2.
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- Pol 2.
- Pro 2.b.
- Pro 2.c.
- Pro 2.d.
- Pro 3.
- Pro 4.
- Pro 4.a.
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- Pro 4.c.
- Pro 4.d.
- Pro 4.e.
- Pro 4.f.
• Pro 5.
• Pro 6.
• Pro 6.a.
• Pro 7.a.
• Pro 7.b.
• Pro 7.b.i.
• Pro 8.
• Pro 10.
• Pro 11.
• Pro 12.
• Pro 14.
• Pro 15.
• Pro 15.a.
• Pro 15.b.
• Pro 15.c.
• Pro 15.d.
• Pro 17.
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• Pro 19.
• E.2.
• G.1.
• G.1.a.
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PA/SS 3.2 Filling Positions
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• B.1.c.
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• B.4.b.i.
• B.4.d.
• B.4.e.
• B.5.a.
• B.5.b.
• B.5.c.
Temporary 1.2 Filling Temporary Positions
- C.4.a
- C.4.b
- C.4.c
- C.4.d
- C.5.a.
- C.5.b.

Form I-9 and E-Verify Requirements for All New Employees
Scope

Policy Statement

Procedure

History

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. Indiana University pledges itself to continue its commitment to the achievement of equal opportunity within the University and throughout American society as a whole. In this regard, Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, sex, gender identity, marital status, national origin, race, religion, sexual orientation, or veteran status.

2. It is the policy of Indiana University to pay all employees accurately and to remedy any errors in a timely manner consistent with Indiana law.

3. No supervisor or administrator may communicate or extend an offer contrary to the university policies related to employment, compensation or benefits, nor imply or state that a contract has been created between the university and the current or future employee before the necessary approvals have been obtained. Only the president or vice presidents may offer actual contracts.

4. Principles applicable to temporary pay adjustments:
   a. Employee’s job-related qualifications and performance
   b. Pay of other employees performing similar work in the RC
   c. Percent of time that will be spent performing the temporary duties
d. Unit’s fiscal resources

5. The applicant or employee shall NOT be notified of the pay/salary action until the RC and any required campus approvals have been obtained.

Procedure

1. Indiana University recognizes that department heads have the authority to assign higher level responsibilities to an employee on a temporary basis, for situations such as the facilitation of flexible staffing and career development. In such cases, providing a temporary pay adjustment may be appropriate.

2. Temporary pay may be appropriate even if the employee retains significant portions of his/her regular duties while performing the temporary duties.

3. Temporary assignments should be for less than one year.

4. A temporary assignment to a position in the same or lower classification will not result in any loss to an employee. Normal pay increases will continue and any employee benefits that may vary will be applied as to the employee's normal pay range.

5. A temporary pay adjustment, unless otherwise noted, will be in effect for the exact period of the temporary assignment. The amount of the adjustment is determined in consultation with campus Human Resources and will be based on the extent of the duties being performed not to exceed 25% of the employee’s current wage.

6. The department or campus Human Resource office must complete the appropriate HRMS eDoc to identify the temporary rate of pay and include an explanation in the Comments section.

7. If the temporary assignment becomes permanent, Establishing a Position and Posting and Advertising a Position Vacancy apply. The salary adjustment provisions for promotions, lateral transfers, or demotions described in the above sections may also apply.

8. When the employee is no longer performing the additional or new duties, the employee's pay returns to his or her former base wage, plus any annual wage increase that may have occurred in accordance with Trustee policy.

9. If, in an exceptional situation, a temporary assignment exceeds one year, the chancellor, provost, or appropriate vice president must approve the extended assignment for a limited period of time and any special salary adjustment. Written approval should be obtained prior to submitting an E-Doc with the approval copied into the comments section of the E-Doc.

10. For AFSCME Police and AFSCME Service covered employees:

   a. If all of the following conditions are met, departments shall make temporary pay adjustments. Departments should consult with the campus Human Resource office to determine the pay adjustment.

      i. When the work of a position, vacated for any reason, is assigned and the majority of the primary duties of the position are performed by one employee.

      ii. The pay grade of such position is higher than the employee's normal position.

      iii. The temporary assignment is for more than 40 hours in any one pay period.

   b. For AFSCME Service covered employees, employees assigned by supervisors to train (other than orientation) an employee in a higher classification for a pay period (2 consecutive weeks) or more shall be eligible for a temporary pay adjustment. The temporary pay adjustment must be approved in advance by the department head.

      i. Up to a five (5%) percent wage increase may be considered to address more complex duties assigned with no change in job.

      ii. Increases must be approved by Campus HR; and increases greater than five (5%) percent require UHRS approval.

11. For CWA covered employees:

   a. A temporary assignment involves an employee assuming the higher level duties and responsibilities of a position other than the normal position for a limited period of time. In effect, the employee is functioning in the temporary position instead of the normal position, though the employee may retain some significant elements of the normal position.

   b. Pay changes that may accompany temporary assignments will be based on the following considerations:

      i. The exact nature or extent of the employee's assumption of higher level responsibility in the temporary position
ii. The expected length of the assignment

iii. When such an assignment is made to a position in a higher range level for no less than two (2) weeks, the university will provide for a temporary salary adjustment.

iv. Temporary assignments of fewer than two (2) weeks or 10 working days, whichever is greater, will not result in any special compensation.

v. The employee’s current wage in relation to the salary range of the temporary position.

c. If a temporary assignment is expected to exceed one (1) year, then the chancellor, provost, or appropriate vice president must approve the assignment and any special salary adjustment.

d. Temporary assignments anticipated to extend to six (6) months or more must be advertised internally in accordance with the provisions of Posting and Advertising a Position Vacancy. Should the position later be made permanent, and the employee assigned was selected in accordance with the provisions of Posting and Advertising a Position Vacancy then no further re-advertisement and selection is required.

12. For Professional and non-union covered Staff employees,

a. A temporary pay adjustment may be appropriate when:

   i. An employee assumes full or partial duties of another position, or

   ii. An employee is assigned new duties for a temporary period of time

   iii. The assigned duties represent a significant change in scope of responsibilities or require different job competencies

   iv. The duration of the assignment of the new duties is no less than two weeks and not more than one year

b. In appropriate cases, a department head may provide additional pay to an employee who is performing additional or higher-level duties on a temporary basis.

   i. Nonexempt employees:

      a. The assignment of additional responsibilities to an overtime-eligible (i.e., nonexempt) employee may result in additional work hours and overtime pay.

      b. If, based on the above consideration, the department head determines that overtime pay is not sufficient to compensate for the additional responsibilities, the department head may consider a temporary pay adjustment.

   ii. Exempt employees:

      a. The assignment of additional responsibilities to an overtime-exempt employee may or may not significantly increase the employee’s overall workload.

      b. If, based on the above consideration, the department head determines that the additional responsibilities assigned exceeds the employee’s appointment status, the department head may consider a temporary pay adjustment

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**History**

This policy combines the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Temporary Work and Pay</th>
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This policy replaces parts of the following policies:
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<th>AFSCME Police</th>
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<td>9.4 - Salary Decisions for Individual Employees</td>
<td>2.6 - Salary Decisions for Professional Staff</td>
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INDIANA UNIVERSITY

Temporary Pay

Scope

This policy applies to all Staff and Temporary positions.

Policy Statement

1. Indiana University pledges itself to continue its commitment to the achievement of equal opportunity within the University and throughout American society as a whole. In this regard, Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, sex, gender identity, marital status, national origin, race, religion, sexual orientation, or veteran status. [AFSCME Police Position Class B.1. in spirit] [PA/SS 2.6 A.1. in part in spirit] [PA/SS 2.6 A.2.a. in spirit]

2. It is the policy of Indiana University to pay all employees accurately and to remedy any errors in a timely manner consistent with Indiana law. [AFSCME Service 3.1 B.]

3. No supervisor or administrator may communicate or extend an offer contrary to the university policies related to employment, compensation or benefits, nor imply or state that a contract has been created between the university and the current or future employee before the necessary approvals have been obtained. Only the president or vice presidents may offer actual contracts. [AFSCME Service 2.11 C.3.g.] [PA/SS 2.6 A.2.f.] [PA/SS 2.6 C.5.] [PA/SS 2.6 K.7.c.]

4. Principles applicable to temporary pay adjustments: [PA/SS 2.3 B.3.]
   a. Employee’s job-related qualifications and performance [PA/SS 2.3 B.3.a.]
   b. Pay of other employees performing similar work in the RC [PA/SS 2.3 B.3.b.]
   c. Percent of time that will be spent performing the temporary duties [PA/SS 2.3 B.3.c.]
   d. Unit’s fiscal resources [PA/SS 2.3 B.3.d.]

5. The applicant or employee shall NOT be notified of the pay/salary action until the RC and any required campus approvals have been obtained. [CWA 9.4. I.4.] [PA/SS 2.6 J.7]
Procedures

1. Indiana University recognizes that department heads have the authority to assign higher level responsibilities to an employee on a temporary basis, for situations such as the facilitation of flexible staffing and career development. In such cases, providing a temporary pay adjustment may be appropriate. [AFSCME Police Hourly Work & Pay B.1.] [AFSCME Police Temp. Work & Pay B.1.] [AFSCME Service 3.4 B.1.] [CWA 9.4 I.1. in part in spirit] [PA/SS 2.3 A.1.]

2. Temporary pay may be appropriate even if the employee retains significant portions of his/her regular duties while performing the temporary duties [PA/SS 2.3 B.2.]

3. Temporary assignments should be for less than one year. [AFSCME Police Hourly Work & Pay Pol B.2] [CWA 9.4 I.6. in part] [PA/SS 2.3 A.3.]

4. A temporary assignment to a position in the same or lower classification will not result in any loss to an employee. Normal pay increases will continue and any employee benefits that may vary will be applied as to the employee's normal pay range. [CWA 9.4 J.1.b.]

5. A temporary pay adjustment, unless otherwise noted, will be in effect for the exact period of the temporary assignment. The amount of the adjustment is determined in consultation with campus Human Resources and will be based on the extent of the duties being performed and should not to exceed 25% of the employee’s current wage. [CWA 9.4 J.5.] [PA/SS 2.3 C.1 in part]

6. The department or campus Human Resource office must complete the appropriate HRMS eDoc to identify the temporary rate of pay and include an explanation in the Comments section. [AFSCME Police Temp. Work & Pay C.2.] [AFSCME Service 3.4 C.2.] [PA/SS 2.3 C.2. in spirit]

7. If the temporary assignment becomes permanent, Establishing a Position and Posting and Advertising a Position Vacancy apply. The salary adjustment provisions for promotions, lateral transfers, or demotions described in the above sections may also apply. [CWA 9.4 I.7.]

8. When the employee is no longer performing the additional or new duties, the employee's pay returns to his or her former base wage, plus any annual wage increase that may have occurred in accordance with Trustee policy. [PA/SS 2.3 B.4.]

9. If, in an exceptional situation, a temporary assignment exceeds one year, the chancellor, provost, or appropriate vice president must approve the extended assignment for a limited period of time and any special salary adjustment. Written approval should be obtained prior to submitting an E-Doc with the approval copied into the comments section of the E-Doc. [PA/SS 2.3 C.3.]

10. For AFSCME Police and AFSCME Service covered employees:
   
   e. If all of the following conditions are met, departments shall make temporary pay adjustments. Departments should consult with the campus Human Resource office to determine the pay adjustment. [AFSCME Police Hourly Work & Pay B.3.] [AFSCME Police Hourly Work & Pay C.1.] [AFSCME Police Temp. Work & Pay B.3.] [AFSCME Police Temp. Work & Pay C.1.] [AFSCME Service 3.4 B.2.] [AFSCME Service 3.4 C.1.]

   1. When the work of a position, vacated for any reason, is assigned and the majority of the primary duties of the position are performed by one
employee. [AFSCME Police Temp. Work & Pay B.3.a.] [AFSCME Service 3.4 B.2.a.]

2. The pay grade of such position is higher than the employee's normal position. [AFSCME Police Temp. Work & Pay B.3.c.] [AFSCME Service 3.4 B.2.c.]

3. The temporary assignment is for more than 40 hours in any one pay period. [AFSCME Police Temp. Work & Pay B.3.b.] [AFSCME Service 3.4 B.2.b.]

f. For AFSCME Service covered employees, employees assigned by supervisors to train (other than orientation) an employee in a higher classification for a pay period (2 consecutive weeks) or more shall be eligible for a temporary pay adjustment. The temporary pay adjustment must be approved in advance by the department head. [AFSCME Service 3.4 B.3.]

i. Up to a five (5%) percent wage increase may be considered to address more complex duties assigned with no change in job. [Service Wage Guidelines]

ii. Increases must be approved by Campus HR; and increases greater than five (5%) percent require UHRS approval. [Service Wage Guidelines]

11. For CWA covered employees:

a. A temporary assignment involves an employee assuming the higher level duties and responsibilities of a position other than the normal position for a limited period of time. In effect, the employee is functioning in the temporary position instead of the normal position, though the employee may retain some significant elements of the normal position. [CWA 9.4 I.1.] [CWA 9.4 I.3.]

b. Pay changes that may accompany temporary assignments will be based on the following considerations: [CWA 9.4 I.2.]

i. The exact nature or extent of the employee's assumption of higher level responsibility in the temporary position [CWA 9.4 I.2.a.]

ii. The expected length of the assignment [CWA 9.4 I.2.b.]

1. When such an assignment is made to a position in a higher range level for no less than two (2) weeks, the university will provide for a temporary salary adjustment. [CWA 9.4 I.1. in part]

2. Temporary assignments of fewer than two (2) weeks or 10 working days, whichever is greater, will not result in any special compensation. [CWA 9.4 I.1.a.]

iii. The employee’s current wage in relation to the salary range of the temporary position. [CWA 9.4 I.2.c.]

c. If a temporary assignment is expected to exceed one (1) year, then the chancellor, provost, or appropriate vice president must approve the assignment and any special salary adjustment. [CWA 9.4 I.6.]

d. Temporary assignments anticipated to extend to six (6) months or more must be advertised internally in accordance with the provisions of Posting and Advertising a Position Vacancy. Should the position later be made permanent, and the employee assigned was selected in accordance with the provisions of Posting and Advertising a Position Vacancy, then no further re-advertisement and selection is required. [CWA 9.4 I.8.]
12. For Professional and non-union covered Staff employees,
   a. A temporary pay adjustment may be appropriate when:
      i. An employee assumes full or partial duties of another position, or [PA/SS 2.3 B.1.a.i.]
      ii. An employee is assigned new duties for a temporary period of time [PA/SS 2.3 B.1.a.ii.]
      iii. The assigned duties represent a significant change in scope of responsibilities or require different job competencies [PA/SS 2.3 B.1.c.]
      iv. The duration of the assignment of the new duties is no less than two weeks and not more than one year [PA/SS 2.3 B.1.b.]
   b. In appropriate cases, a department head may provide additional pay to an employee who is performing additional or higher-level duties on a temporary basis. [PA/SS 2.3 A.2.]
      i. Nonexempt employees:
         a. The assignment of additional responsibilities to an overtime-eligible (i.e., nonexempt) employee may result in additional work hours and overtime pay. [PA/SS 2.3 A.4. in part]
         b. If, based on the above consideration, the department head determines that overtime pay is not sufficient to compensate for the additional responsibilities, the department head may consider a temporary pay adjustment. [PA/SS 2.3 A.4. in part]
      ii. Exempt employees:
         a. The assignment of additional responsibilities to an overtime-exempt employee may or may not significantly increase the employee’s overall workload. [PA/SS 2.3 A.5 in part]
         b. If, based on the above consideration, the department head determines that the additional responsibilities assigned exceeds the employee’s appointment status, the department head may consider a temporary pay adjustment [PA/SS 2.3 A.5. in part]

History

Replaces the following policies

| AFSCME Police | Hourly Work and Pay |
| AFSCME Police | Temporary Work and Pay |
| AFSCME Service 3.1 | Payroll Procedures |
| AFSCME Service 3.4 | Hourly Work and Pay |
| PA/SS 2.3 | Temporary Pay |

Replaces parts of the following policies

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Position Classification/Reclassification Functional Issues</th>
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<tr>
<td>• B.1.</td>
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<td>• B.3.</td>
<td></td>
</tr>
</tbody>
</table>
AFSCME Service 2.11 Recruitment-Selection

- C.3.g.

CWA 9.4 Salary Decisions for Individual Employees

- A.
- H.2.
- H.3.
- I.1.
- I.2.
- I.2.a.
- I.2.b.
- I.2.c.
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- I.5.
- I.6.
- I.7.
- I.8.
- J.1.a.
- J.1.b.

PA/SS 2.6 Salary Decisions for Professional Staff

- A.1.
- A.2.a.
- A.2.f.
- C.5.
- J.7.
- K.7.c.

Service Wage Guide
Time Off Accruals During Absences

Scope

This policy applies to all Staff employees.

Policy Statement

Absences with pay and time off accrual

All Staff employees receive pay and accrue time off for absences covered under their respective paid time off policies (e.g., holidays, adverse weather conditions, voting and court duty, etc.).

Absences without pay and with time off accrual

1. Employees who are absent without pay accrue time off under the following conditions:
   a. An employee is prevented from working due to a layoff of 30 calendar days or less, or at the request of the supervisor or department head.
   b. An employee cannot travel to work because of adverse weather even though the campus is open.
   c. An employee cannot work due to adverse working conditions.
d. An employee is receiving Worker's Compensation payment supplemented by income protection time, vacation time, or paid time off.

e. An employee is serving military duty. This accrual is limited to vacation time or PTO and is equal to the amount that the person would have earned had the military leave of absence not occurred, up to a maximum of one year's additional accrual. The rules on the maximum usage of vacation time or PTO in a year will continue to apply.

f. An employee is on unpaid union-released time; see the Union-Administration Relations policy.

Absences without pay and without time off accrual

1. Employees do not receive pay nor accrue time off while absent due to:
   a. A layoff of more than 30 and no more than 90 calendar days
   b. An FMLA leave that is not covered by any type of paid time off
   c. A leave of absence
   d. An absence (including tardiness by Support and Service employees) not already covered in this policy

2. If an employee does not return to the job after 30 calendar days without pay, the department must initiate a leave of absence or separation. (The amount of work hours is prorated by FTE for part-time Staff.)

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces all of the following policies:

<table>
<thead>
<tr>
<th>CWA</th>
<th>12.1 Time Off Accruals During Absences</th>
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</thead>
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<tr>
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<td>10.1 Time Off Accruals During Absences</td>
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<tr>
<td>Support and Service Staff</td>
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<td>not Covered by a Union</td>
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<th>AFSCME Service</th>
<th>AFSCME Police</th>
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</thead>
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<td>6.1 Absences With and Without Pay</td>
<td>Attendance, Absences and Personal Emergency</td>
</tr>
<tr>
<td>• C.2</td>
<td>• C.2</td>
</tr>
<tr>
<td>• C.3</td>
<td>• C.3</td>
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<tr>
<td>• C.4</td>
<td>• C.4</td>
</tr>
</tbody>
</table>
Time Off Accruals During Absences

Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

Absences with pay and time off accrual

All Staff employees receive pay and accrue time off for absences covered under their respective paid time off policies (e.g., holidays, adverse weather conditions, voting and court duty, etc.). [AFSCME Police Attendance C.2. and its subsections in spirit] [AFSCME Service 6.1. C.2. and its subsections in spirit] [CWA 12.1 A.1. and its subparts] [PA/SS 10.1 A.1. in part] [PA/SS 10.1 A.2 in part] [PA/SS 10.1 A.3. in part]

Absences without pay and with time off accrual

1. Employees who are absent without pay accrue time off under the following conditions: [AFSCME Police Attendance C.3.a.] [AFSCME Service 6.1. C.3.] [CWA 12.1 B.1.] [PA/SS 10.1 C.1.]

   a. An employee is prevented from working due to a layoff of 30 calendar days or less, or at the request of the supervisor or department head. [AFSCME Police Attendance C.3.a.i. in part] [AFSCME Police Attendance C.3.a.ii. in part] [AFSCME Service 6.1. C.3.a.i. in part] [AFSCME Service 6.1. C.3.a.ii. in part] [CWA 12.1 B.1.a. in spirit] [PA/SS 10.1 C.1.a.]

   b. An employee cannot travel to work because of adverse weather (even though the campus is open). [AFSCME Police Attendance C.3.a.iii. in part] [AFSCME Service 6.1. C.3.a.iii in part] [CWA 12.1 C.1.b.] [PA/SS 10.1 C.1.b.]

   c. An employee cannot work due to adverse working conditions. [AFSCME Police Attendance C.3.a.iii. in part] [AFSCME Service 6.1. C.3.a.iii. in part]
d. An employee is receiving Worker's Compensation payment supplemented by income protection time, vacation time, or paid time off. [PA/SS 10.1 C.1.c.]

e. An employee is serving military duty. This accrual is limited to vacation time or PTO and is equal to the amount that the person would have earned had the military leave of absence not occurred, up to a maximum of one year's additional accrual. The rules on the maximum usage of vacation time or PTO in a year will continue to apply. [AFSCME Police Attendance C.3.b. in spirit] [AFSCME Service 6.1. C.3.b. in spirit] [CWA 12.1 B.1.b.] [CWA 12.1 C.1.d.] [PA/SS 10.1 C.1.d.]

f. An employee is on unpaid union released time; see the Union-Administration Relations policy. [AFSCME Police Attendance C.3.a.iv.] [AFSCME Service 6.1. C.3.a.iv.] [CWA 12.1 C.1.e.]

Absences without pay and without time off accrual

1. Employees do not receive pay nor accrue time off while absent due to:
   [AFSCME Police Attendance C.4.a. in part] AFSCME Police Attendance C.4.a. in part] [CWA 12.1 B.1.] [PA/SS 10.1 B.1. in part]
   a. A layoff of more than 30 and no more than 90 days [AFSCME Police Attendance C.4.a. in part] AFSCME Police Attendance C.4.a. in part] [CWA 12.1 C.1.a.] [PA/SS 10.1 B.1. in part]
   b. An FMLA leave that is not covered by any type of paid time off, [PA/SS 10.1 B.1. in part]
   c. A leave of absence [AFSCME Police Attendance C.1.a. in part] AFSCME Police Attendance C.4.a. in part] [CWA 12.1 B.1.b.] [PA/SS 10.1 B.1 in part]
   d. An absence (including tardiness by Support and Service employees) not already covered in this policy [AFSCME Police Attendance C.4.a. in part] AFSCME Police Attendance C.4.a. in part] [CWA 12.1 B.1.c.]

2. If an employee does not return to the job after 30 calendar days without pay, the department must initiate a leave of absence or separation. (The amount of work hours is prorated by FTE for part-time Staff.) [AFSCME Police Attendance C.4.b.] AFSCME Police Attendance C.4.b.] [CWA B.2.] [PA/SS 10.1 B.2.]

Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces the following policies

CWA 12.1 Time Off Accruals During Absences
PA/SS 10.1 Time Off Accruals During Absences
Replaces parts of the following policies

AFSCME Police Attendance, Absences and Personal Emergency
- C.1.
- C.2.
- C.3.
- C.4.

AFSCME Service 6.1 Absences With and Without Pay
- C.2.
- C.3.
Time Off for Funerals and Bereavement

Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

1. Support and Service Staff employees will be granted up to three working days (24 hours for 100 percent FTE and prorated for part-time FTE of 50 percent or greater) with pay within one week from the date of death of the following relatives; however, if the funeral is held outside of the one-week period, the employee may use any of the unused 24 hours of Funeral/Bereavement time to attend the funeral service.
   a. Spouse
   b. Same-sex domestic partner as qualified by the university's Affidavit of Domestic Partnership
   c. Child
   d. Grandchild
   e. Parent (or an individual who stood in loco parentis to an employee when the employee was under the age of 18)
   f. Sibling
   g. Grandparent
h. In-law relative of the same degree
i. Step relative of the same degree
j. Same-sex domestic partner relative of the same degree
k. Other relative of whom the employee is the sole survivor

2. When an employee is on Family Medical Leave (FMLA) to care for a family member and the leave is terminated by the death of the family member, the employee will be granted the normal time off for funeral/bereavement as described above.

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### Procedure

1. Additional time beyond the three days may be granted and charged to accrued vacation time, income protection time, compensatory time off, or taken without pay in accordance with the appropriate policy provisions.

2. It is acceptable to use income protection time if an employee’s health prevents him or her from working following the death of an immediate family member, subject to the provision of the Inocme Protection Time policy. The supervisor has authority to require a doctor’s notice in this situation.

3. Time off to attend the funeral service of other relatives or close friends may be granted at the discretion of the department head.
   a. The employee may use vacation time, income protection time, compensatory time off, or time without pay.
   b. The employee must request this time off—and the supervisor must approve or disapprove such time off—as soon as practicable under the circumstances.

1. An employee may be requested to provide written documentation identifying the deceased individual and the relationship before the use of the Funeral time is approved.

2. The number of hours absent to be charged to Funeral time should be reported on the Payroll Voucher.

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### Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

---

### History

Replaces the following policies:

<table>
<thead>
<tr>
<th>Union</th>
<th>Time Off for Funerals/Bereavement</th>
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<tr>
<td>AFSCME Police</td>
<td>Time Off for Funerals/Bereavement</td>
</tr>
<tr>
<td>AFSCME Service</td>
<td>5.3 Funeral Time</td>
</tr>
<tr>
<td>CWA</td>
<td>12.10 Time Off for Funerals/Bereavement</td>
</tr>
<tr>
<td>Support and Service Staff</td>
<td>10.5 Time Off for Funerals/Bereavement for Support and Service Staff</td>
</tr>
</tbody>
</table>
Time Off for Funerals and Bereavement

Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

1. Support and Service Staff employees will be granted up to three working days (24 hours for 100 percent FTE and prorated for part-time FTE of 50 percent or greater) with pay within one week from the date of death of the following relatives; however, if the funeral is held outside of the one-week period, the employee may use any of the unused 24 hours of Funeral/Bereavement time to attend the funeral service. [AFSCME Police Time Off for Funerals B.1.] [AFSCME Police Time Off for Funerals B.2.] [AFSCME Service 5.3 B.1.] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.] [PA/SS 105 A.1.] [PA/SS F1 D.]
   a. Spouse [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [AFSCME Service 5.3 B.2.] [CWA 12.10 A.1.a. in part] [PA/SS 105 A.1.a.]
   b. Same-sex domestic partner as qualified by the university's Affidavit of Domestic Partnership [AFSCME Police Time Off for Funerals B.1.b. in part] [AFSCME Service 5.3 B.1.b. in part] [CWA 12.10 A.1.a. in part] [PA/SS 105 A.1.a.]
   c. Child [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.a. in part] [PA/SS 105 A.1.a.]
   d. Grandchild [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.a. in part] [PA/SS 105 A.1.a.]
   e. Parent (or an individual who stood in loco parentis to an employee when the employee was under the age of 18) [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.b. in part] [PA/SS 105 A.1.b.]
   f. Sibling [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.b. in part] [PA/SS 105 A.1.b.]
g. Grandparent [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.b. in part] [PA/SS 105 A.1.b.]

h. In-law relative of the same degree [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.b. in part] [PA/SS 105 A.1.b.]

i. Step relative of the same degree [AFSCME Police Time Off for Funerals B.1.a. in part] [AFSCME Service 5.3 B.1.a. in part] [CWA 12.10 A.1.b. in part] [PA/SS 105 A.1.b.]

j. Same-sex domestic partner relative of the same degree [AFSCME Police Time Off for Funerals B.1.b. in part] [AFSCME Service 5.3 B.1.b. in part] [CWA 12.10 A.1.b. in part] [PA/SS 105 A.1.b.]

k. Other relative of whom the employee is the sole survivor [AFSCME Police Time Off for Funerals B.1.c.] [AFSCME Service 5.3 B.1.c. in part] [CWA 12.10 A.1.c.] [PA/SS 105 A.1.c.]

2. When an employee is on Family Medical Leave (FMLA) to care for a family member and the leave is terminated by the death of the family member, the employee will be granted the normal time off for funeral/bereavement as described above. [AFSCME Police Time Off for Funerals Pol 3.] [AFSCME Service 5.3] [CWA 12.10 A.3.]

Procedures

1. Additional time beyond the three days may be granted and charged to accrued vacation time, income protection time, compensatory time off, or taken without pay in accordance with the appropriate policy provisions. [AFSCME Police Time Off for Funerals C.2.a.] [AFSCME Service 5.3 C.2.a.] [CWA 12.10 B.1.] [PA/SS 105 B.1.]

2. It is acceptable to use income protection time if an employee's health prevents him or her from working following the death of an immediate family member, subject to the provision of the Income Protection Time policy. The supervisor has authority to require a doctor's notice in this situation. [AFSCME Police Time Off for Funerals C.2.b.] [AFSCME Service 5.3 C.2.b.] [CWA 12.10 B.2.] [PA/SS 105 B.2.] policy (AFSCME Police, AFSCME Service, CWA, Support and Service not covered by a Union). The supervisor has authority to require a doctor's notice in this situation.

3. Time off to attend the funeral service of other relatives or close friends may be granted at the discretion of the department head. [AFSCME Police Time Off for Funerals C.3.b. in part] [AFSCME Service 5.3 C.3.b. in part] [CWA 12.10 C.1.] [PA/SS 105 C.1.]

   a. The employee may use vacation time, income protection time, compensatory time off, or time without pay. [AFSCME Police Time Off for Funerals C.3.a in part & C.3.b. in part] [AFSCME Service 5.3 C.3.a in part & C.3.b. in part] [CWA 12.10 C.2.] [CWA 12.10 C.1.] [PA/SS 105 C.2.]

   b. The employee must request this time off—and the supervisor must approve or disapprove such time off—as soon as practical under the circumstances. [AFSCME Police Time Off for Funerals C.3.c.] [AFSCME Service 5.3 C.3.c.] [CWA 12.10 C.2.a.] [CWA 12.10 C.1.] [PA/SS 105 C.2.a.]

4. An employee may be requested to provide written documentation identifying the deceased individual and the relationship before the use of the Funeral time is approved. [AFSCME Police Time Off for Funerals C.4.] [AFSCME Service 5.3 C.4.]
5. The number of hours absent to be charged to Funeral time should be reported on the Payroll Voucher. [AFSCME Police Time Off for Funerals C.1.] [AFSCME Service 5.3 C.1.] [CWA 12.10 A.2.]

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

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**Related Information**

Income Protection Time  
Vacation Time  
Family Medical Leave Act (FMLA)

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**History**

Replaces the following policies  
AFSCME Police Time Off for Funerals/Bereavement  
AFSCME Service 5.3 Funeral Time  
CWA 12.10 Time Off for Funerals/Bereavement  
PA/SS 10.5 Time Off for Funerals

Replaces parts of the following policies  
PA/SS F1 Time Off Provisions for Part-Time Support and Service Staff

- D.
Scope

This policy applies to all AFSCME Police Service and AFSCME Service employees.

Policy Statement

1. The University will provide AFSCME Police covered employees with the necessary protective equipment and uniforms consistent with current law enforcement standards and guidelines.
2. The University will provide AFSCME Service employees with protective items such as goggles, face shields, gloves, etc.
3. Campus departments will determine if uniforms are required and will provide related guidelines.

Procedure

AFSCME Service at Bloomington

1. Safety Shoes
   a. The University agrees to subsidize or provide safety shoes to employees who are regularly required to perform work duties that have extraordinary potential for foot injuries.
   b. The Joint Safety Committee will meet and determine which employees shall be required to wear safety shoes and the annual allowance that will be provided by the University.
i. Employees holding such positions shall be required to wear safety shoes as a condition of employment.

2. Tools
   a. Some departments may provide a tool allowance. University Human Resources will approve the tool list. Tool allowance will be paid in lump sum annually.

AFSCME Service Uniforms at IUPUI

1. The current boot allowance is $140. An effort will be made to include all Red Wing retail locations in the direct billing arrangement.

AFSCME Service Uniforms at South Bend

1. The employee-management committee who will be responsible for making recommendations concerning the selection and wearing of uniforms.

2. Employees shall have their uniforms replaced in accordance with the following schedule:
   a. Five (5) uniform replacement sets at two (2) year intervals.
      i. Employees will have the option of selecting either long or short sleeve uniforms.
   b. One (1) coat at four (4) year intervals.
   c. Unserviceable or unpresentable uniforms will be replaced on an as-needed basis.
   d. If an employee must return a uniform to the vendor for repair or replacement, the employee will either be released from their regular shift or compensated at the appropriate rate for the time spent on such activity.

3. Service Maintenance employees are not required to return their uniforms.

4. Short pants are an acceptable part of the Facilities Management uniform except where safety concerns exist, such as with the handling of chemicals.

5. Blue or black denim long pants are acceptable for wear by Service-Maintenance Staff provided they do not have holes, tears, patches, or external appliqués. The university will not provide for laundry or replacement of these pants purchased by the employee.

6. Safety footwear-
   a. The University will determine the need for safety footwear based on position. If the University determines that safety footwear is necessary for a particular position, the employee will be reimbursed up to $100 for the cost of such safety footwear, no more frequently than every other year; provided however, that replacement safety footwear will only be reimbursed if the original footwear was damaged or worn out in the line of work for the University (such that the footwear is no longer able to provide the designed level of safety).
   b. The employee will purchase the footwear and present the footwear and the receipt to the Director of Facilities Management (or designee) for reimbursement.
   c. New staff employees will be required to purchase the footwear appropriate for their job assignment. The new employee shall be reimbursed the $100 upon successful completion of the New Employee Evaluation Period.

Time allowances to change uniforms

1. See the Work Schedules and Hours policy for specific allowances for uniform changing times.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History
Replaces parts of the following policies:

<table>
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<tr>
<th>AFSCME Police</th>
<th>AFSCME Service</th>
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<td>6.3 - Work Schedules, Hours, and Uniforms</td>
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Replaces parts of the following agreements:

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<th>AFSCME Service (IUPUI)</th>
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<tr>
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<td>11.9 - 2008/09 Agreement between Indiana University and AFSCME Local 1477</td>
<td>Policy 7.7a - revision 7/97</td>
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<td>7.3e - Local 832 Agreement 2004-2005 and 2005-2006</td>
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Uniforms and Personal Protective Equipment

Scope

This policy applies to all AFSCME Police Service and AFSCME Service employees.

Policy Statement

1. The University will provide AFSCME Police covered employees with the necessary protective equipment and uniforms consistent with current law enforcement standards and guidelines. [AFSCME Police Work Sched C.4.a.]
2. Any protective items such as goggles, face shields, gloves, etc. shall be provided by the University for the employee. [AFSCME Service 6.3 C.7.a.]
3. Campus departments will determine if uniforms are required and will provide related guidelines.

Procedures

AFSCME Service at Bloomington

1. Safety Shoes
   a. The University agrees to subsidize or provide safety shoes to employees who are regularly required to perform work duties that have extraordinary potential for foot injuries. [AFSCME Service (Blmgt) 7.3a Local 832 1994-95 Agreement 8.]
   b. The Joint Safety Committee will meet and determine which employees shall be required to wear safety shoes and the annual allowance that will be provided by the University. [AFSCME Service (Blmgt) 7.3b Local 832 1996-97 Agreement 7.]
   i. Employees holding such positions shall be required to wear safety shoes as a condition of employment. [AFSCME Service (Blmgt) 7.3a Local 832 1994-95 Agreement 8.]
2. Some departments may provide a tool allowance. University Human Resources will approve the tool list. Tool allowance will be paid in lump sum annually.
AFSCME Service Uniforms at IUPUI

1. The current boot allowance will increase from $130 to $140. A effort will be made to include all Red Wing retail locations in the direct billing arrangement. [AFSCME Service (IUPUI) 11.9 2008/09 Agreement between Indiana University and AFSCME Local 1477 3.]

AFSCME Service Uniforms at South Bend

1. The employee-management committee who will be responsible for making recommendations concerning the selection and wearing of uniforms. [2003 Agreement Policy 7.7a revision 7/97]

2. Employees shall have their uniforms replaced in accordance with the following schedule: [AFSCME 6.3 C.6.a.]
   a. Five (5) uniform replacement sets at two (2) year intervals. [AFSCME 6.3 C.6.a.i.]
      i. Employees will have the option of selecting either long or short sleeve uniforms. [2003 Agreement Policy 7.7a revision 7/97]
   b. One (1) coat at four (4) year intervals. [AFSCME 6.3 C.6.a.ii.]
   c. Unserviceable or unpresentable uniforms will be replaced on an as-needed basis. [2003 Agreement Policy 7.7a revision 7/97]
   d. If an employee must return a uniform to the vendor for repair or replacement, the employee will either be released from their regular shift or compensated at the appropriate rate for the time spent on such activity. [2003 Agreement Policy 7.7a revision 7/97]

3. Service Maintenance employees are not required to return their uniforms. [AFSCME 6.3 C.6.b.]

4. Short pants are an acceptable part of the Facilities Management uniform except where safety concerns exist, such as with the handling of chemicals. [AFSCME 6.3 C.6.c.]

5. Blue or black denim long pants are acceptable for wear by Service-Maintenance Staff provided they do not have holes, tears, patches, or external appliqué’s. The university will not provide for laundry or replacement of these pants purchased by the employee. [AFSCME 6.3 C.6.d.]

   a. The University will determine the need for safety footwear based on position. If the University determines that safety footwear is necessary for a particular position, the employee will be reimbursed up to $100 for the cost of such safety footwear, no more frequently than every other year; provided however, that replacement safety footwear will only be reimbursed if the original footwear was damaged or worn out in the line of work for the University (such that the footwear is no longer able to provide the designed level of safety).
b. The employee will purchase the footwear and present the footwear and the receipt for them to the Director of Facilities Management (or designee) for reimbursement.

c. New staff employees will be required to purchase the footwear appropriate for their job assignment. The new employee shall be reimbursed the $100 upon successful completion of the New Employee Evaluation Period.

See Work Schedules and Hours for specific information on allowances for uniform changing times.

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

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**History**

Replaces parts of the following policies

AFSCME Police Work Schedules, Hours, and Uniforms
- C.4.

AFSCME Service 6.3 Work Schedules, Hours, and Uniforms
- C.6.a.
- C.6.a.i.
- C.6.a.ii.
- C.6.b.
- C.6.c.
- C.6.d.
- C.6.e.
- C.7.
Vacation Time

About This Policy

Effective Date:
Last Updated: 12-03-2015

Responsible University Office:
University Human Resources

Responsible University Administrator:
Vice President and Chief Financial Officer

Policy Contact:
University Human Resources
hrpolicy@iu.edu

Related Information

* Attendance, Absences, and Personal Emergency (Support and Service Staff and Temporary employees)
* Family Medical Leave Act (FMLA)
* Income Protection Time (Support and Service Staff)
* Reduction in Force
* Separation Pay for Unused Time Off Accruals

Scope

Policy Statement

1. It is the policy of Indiana University that Staff employees should be afforded reasonable time away from work to conduct personal affairs and to have a break from the demands of the workplace.

2. 100% FTE Staff employees earn vacation hours as outlined in the following Schedule of Earnings. Part-time Staff employees with an FTE of 50% or greater earn a prorated amount.

3. Vacation hours are earned when the employee is in pay status or absent with benefits accrual. Hours are not earned during an unpaid leave of absence, while absent without pay, or when on a temporary reduction in force.

Procedure

Sanctions

History
4. Unused vacation hours accumulate from year-to-year and is received up to specified limits detailed in this policy should the staff member leave IU employment.

### Schedule of Earnings for 100% FTE Appointed Employees

<table>
<thead>
<tr>
<th>Staff with this amount of university service credit*</th>
<th>Earn this amount of vacation for every 80 hours in pay status</th>
<th>For a total of this amount each year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 years through the completion of 6 years</td>
<td>4.31 hours</td>
<td>112 hours (14 days)</td>
</tr>
<tr>
<td>From 7 years through 13 years**</td>
<td>5.85 hours</td>
<td>152 hours (19 days)</td>
</tr>
<tr>
<td>From 14 years through 29 years</td>
<td>7.39 hours</td>
<td>192 hours (24 days)</td>
</tr>
<tr>
<td>From 30 years and beyond</td>
<td>8.92 hours</td>
<td>232 hours (29 days)</td>
</tr>
</tbody>
</table>

*University service credit is defined in the [Seniority Dates/Service Credit policy](#).

**For example, an employee that began work on February 1, 2010 will begin earning 5.85 hours of vacation on February 1, 2016.

### Procedure

1. Basic rules and provisions
   a. New employees may use accumulated vacation time after receipt of their first paycheck.
   b. When vacation time is taken, the exact number of hours, including tenths of hours, are reported and subtracted from accumulated earnings.
   c. Vacation cannot be used before it has been earned with one exception: if a new employee has not earned enough vacation to cover a department’s closing between Christmas and New Year holidays.
   d. No employee can expect extra pay in lieu of vacation.

2. Requests and approvals for use of vacation
   a. All vacation must be approved in advance by the supervisor before it can be used. When requested in advance, the employee is not required to provide a reason for the absence.
   b. Request for vacation may be denied if the dates requested fall into a known peak work period in which non-emergency time off it routinely restricted.
      i. For AFSCME Police and AFSCME Service covered employees, departments will identify the maximum number of employees under each supervisor’s area of responsibility that can be off at any one time and identify any peak periods of time that no one can be off due to departmental needs.
   c. **Support and Service Staff except AFSCME Police and AFSCME Service at South Bend:** Requests for vacation time off must be approved or disapproved within three working days of the receipt of the request.
   d. **AFSCME Police and AFSCME Service at South Bend:** Requests for vacation of one week or more that are submitted by March 1st will be processed—and preference will be given—on the basis of occupational unit seniority. Vacation requests must be submitted at least three working days in advance and will be approved or disapproved within three working days of the request or the request is automatically approved on the fourth working day. Requests will be honored in the order in which they are received.
   e. If multiple requests within a department are made for the same vacation period (any period of time for which a person is charged vacation), preference will be given according to occupational unit seniority. However, if a supervisor has given prior approval to a less senior employee for the same time period, the prior approval is honored.

3. Requests and approvals for use of vacation for lengthy absence
a. Employees who wish to use accumulated vacation causing a lengthy absence from work should make their intentions known to the supervisor six months prior to the planned vacation period.

b. Supervisors are obligated to honor these requests unless:
   i. The request is for time off in the unit’s established and known peak work period in which non-emergency time off is routinely restricted; or
   ii. More than one employee requests the same time period. If more than one request is received, preference will be given according to occupational unit seniority.

c. Supervisors will honor time off requests previously approved for which an employee no longer has vacation accruals to cover when the reason for not having vacation accruals is due to the employee’s Family Medical Leave of Absence (FMLA), as provided under FMLA. In this circumstance, the employee will not be subject to discipline for taking unpaid time off. For example: If an employee had previously scheduled all of his or her available vacation accruals and then suffers a health condition covered by FMLA, that employee’s vacation accruals will run concurrently with the employee’s FMLA. However, the supervisor shall still honor the previously approved time off even if the employee no longer has the accrued vacation time to cover the period.

4. Maximum vacation time allowed
   a. The maximum vacation hours that may be used during the 26 consecutive pay periods beginning with the pay period in which January 1 falls and continuing through the last full pay period in December (prorated by FTE for part-time employees) are as follows:

<table>
<thead>
<tr>
<th>Years of university service credit</th>
<th>Maximum vacation hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through the completion of 13 years</td>
<td>304</td>
</tr>
<tr>
<td>14 years and above*</td>
<td>784</td>
</tr>
</tbody>
</table>
   * For example, an employee that began work on February 1, 2000 may begin using 784 hours of vacation on February 1, 2014.

   i. Vacation hours used during FMLA do not count toward the maximum annual usage
   ii. Accrued time off used during a Reduction in Force or Layoff notice period does not count toward the maximum usage rules for PTO and vacation.

5. Converting Income Protection Time to Vacation
   a. During a specified period in either March or September, eligible employees may, if they choose, convert 80 hours of their accrued income protection time to 40 vacation hours subject to the following limitations and conditions. Employees must:
      i. Have 560 or more hours of accumulated income protection (sick) time as of the first full pay period in either March or September of any qualifying year
      ii. Have at least ten (10) consecutive years in an appointed position
      iii. Work in an appointed position and be in pay status when they submit the application for conversion and when it is implemented
      iv. Have not converted any income protection time to vacation time during the previous four years under this policy
   b. Staff must submit conversion requests according to the established procedures and deadlines. Requests that are submitted are irrevocable.
   c. The conversion of income protection to vacation time does not modify the following:
      i. The maximum amount of vacation hours that can be used in a year as provided in this policy
      ii. The limitations of payment for unused accruals as provided in this policy

6. Employees who encounter a personal emergency may elect to charge time off for personal emergency to unused vacation time. See the policy, Attendance, Absences, and Personal Emergency.

7. Payment for Accumulated Vacation Time
a. Employees receive the accrued benefits listed below when separating from the University voluntarily or involuntarily (or when transferring to an Academic position) whether or not the employee gives or receives notice of separation. To be eligible to receive payment for unused vacation time, an employee must have six months of university service credit. The following table shows the maximum amount an employee receives.

<table>
<thead>
<tr>
<th>Years of university service credit</th>
<th>Maximum payment for unused accruals (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least six months through 6 years</td>
<td>312</td>
</tr>
<tr>
<td>Start of 7 years through 13*</td>
<td>352</td>
</tr>
<tr>
<td>Start of 14 years</td>
<td>392</td>
</tr>
<tr>
<td>Start of 15 years</td>
<td>432</td>
</tr>
<tr>
<td>Start of 16 years</td>
<td>472</td>
</tr>
<tr>
<td>Start of 17 years</td>
<td>512</td>
</tr>
<tr>
<td>Start of 18 years</td>
<td>552</td>
</tr>
<tr>
<td>Start of 19 years</td>
<td>592</td>
</tr>
<tr>
<td>Start of 20 years</td>
<td>632</td>
</tr>
<tr>
<td>Start of 21 years</td>
<td>672</td>
</tr>
<tr>
<td>Start of 22 years</td>
<td>712</td>
</tr>
<tr>
<td>Start of 23 years</td>
<td>752</td>
</tr>
<tr>
<td>Start of 24 years</td>
<td>792</td>
</tr>
<tr>
<td>Start of 25 years to the end of 29 years</td>
<td>832</td>
</tr>
<tr>
<td>Start of 30 years and beyond</td>
<td>872</td>
</tr>
</tbody>
</table>

* For example, an employee that began work on February 1, 2000 will have a maximum payment of 352 hours beginning on February 1, 2006.

8. When an employee transfers from a Support and Service Staff position to a Professional Staff position:
   a. The balance of Vacation time is transferred into a PTO account. This amount serves as the beginning balance.
      i. If the balance exceeds the maximum usage amount allowed, the excess time is carried over as PTO, but it must
         be used or transferred to the PTO Sick Leave account by the end of the following year or it is forfeited. The limit
         on the maximum usage of PTO in a year is waived during this period subject to scheduling with management. The 96 hour maximum amount of PTO that can be transferred to the PTO Sick Leave account is waived at the
         end of the first year and the end of the following year.

9. When an employee transfers from a Professional Staff position to a Support and Service Staff position:
   a. The PTO balance is transferred to a Vacation time account.
   b. The PTO Sick Leave account balance is transferred to an Income Protection time account.
   c. Any previously accrued Honorary Vacation is transferred to the vacation time account.

10. When an employee transfers to an Academic position s/he receives payment for accumulated Vacation time as presented
     in this policy.
Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

History

Replaces all or most of the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>AFSCME Service</th>
<th>CWA</th>
<th>Professional Staff and Support and Service Staff not Covered by a Union</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5.7 - Vacation</td>
<td>12.7 - Vacation Time</td>
<td>10.4 - Vacation for Support and Service Staff</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10.6 - Paid Time Off (PTO) Policy for Professional (PA) Staff</td>
</tr>
</tbody>
</table>

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<tr>
<td>Separation Pay</td>
<td>9.2 - Separation Pay</td>
<td>13.4 - Separation Pay</td>
<td>7.3 - Separation Pay</td>
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<tr>
<td>• C.3.</td>
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<tr>
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<tr>
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<tr>
<td>• C.3.a.iii.</td>
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<td>• C.3.a.iii.</td>
<td>• C.3.a.iii.</td>
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Vacation Time

Scope

This policy applies to all Support and Service Staff employees.

Policy Statement

1. It is the policy of Indiana University that Staff employees should be afforded reasonable time away from work to conduct personal affairs and to have a break from the demands of the workplace. [AFSCME Police Vacation B.1.] [AFSCME Service 5.7 B.1.]

2. 100% FTE Staff employees earn vacation hours as outlined in the following Schedule of Earnings. Part-time Staff employees with an FTE of 50% or greater earn a prorated amount. [AFSCME Police Vacation B.1. & 2.] [AFSCME Service 5.7 B.2. & 3.] [CWA 12.7 A.1.] [PA/SS 10.4 A.1.]

3. Vacation hours are earned when the employee is in pay status or absent with benefits accrual. Hours are not earned during an unpaid leave of absence, while absent without pay, or when on a temporary reduction in force. [AFSCME Police Vacation B.3.] [AFSCME Service 5.7 B.4.] [CWA 12.7 A.2 in spirit] [PA/SS 10.4 3.]

4. Unused vacation hours accumulate from year-to-year and is received up to specified limits detailed in this policy should the staff member leave IU employment. [AFSCME Police Vacation C.1.g.] [AFSCME Service 5.7 C.1.g.] [CWA 12.7 A.3.] [PA/SS 10.4 C.10.]

Schedule of Earnings for 100% FTE Appointed Employees [AFSCME Police Vacation 5.] [AFSCME Service 5.7 B.5.] [CWA 12.7 B.] [PA/SS 10.4 B.]

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*University service credit is defined in the Seniority Dates/Service Credit policy. [AFSCME Police Vacation B.6.] [AFSCME Service 5.7 B.6.]*

** For example, an employee that began work on February 1, 2010 will begin earning 5.85 hours of vacation on February 1, 2016.

---

**Procedures**

1. Basic rules and provisions
   a. New employees may use accumulated vacation time after receipt of their first paycheck. [AFSCME Police Vacation C.1.f.] [AFSCME Service 5.7 C.1.f.] [CWA C.1.] [PA/SS 10.4 C.8.]
   b. When vacation time is taken, the exact number of hours, including tenths of hours, are reported and subtracted from accumulated earnings. [AFSCME Police Vacation C.1.d.] [AFSCME Service 5.7 C.1.d.] [CWA 12.7 D.5.] [PA/SS 10.4 C.4.]
   c. Vacation cannot be used before it has been earned with one exception: if a new employee has not earned enough vacation to cover a department’s closing between Christmas and New Year holidays. [AFSCME Police Vacation C.1.i.] [AFSCME Service 5.7 C.1.i.] [CWA 12.7 D.9.] [PA/SS 10.4 C.2.]
   d. No employee can expect extra pay in lieu of vacation. [CWA 12.7 D.8.] [PA/SS 10.4 C.11.]

2. Requests and approvals for use of vacation
   a. All vacation must be approved in advance by the supervisor before it can be used. When requested in advance, the employee is not required to provide a reason for the absence. [AFSCME Police Vacation C.1.b. in part] [AFSCME Service 5.7 C.1.b. in part] [CWA 12.7 D.1.] [PA/SS 10.4 C.1.]
   b. Request for vacation may be denied if the dates requested fall into a known peak work period in which non-emergency time off it routinely restricted. [AFSCME Police Vacation C.1.a. in part] [AFSCME Service 5.7 C.1.a. in part] [CWA D.2.b. in spirit]
      i. For AFSCME Police and AFSCME Service covered employees, departments will identify the maximum number of employees under each supervisor’s area of responsibility that can be off at any one time and identify any peak periods of time that no one can be off due to departmental needs. [AFSCME Police Vacation C.1.a. in part] [AFSCME Service 5.7 C.1.a. in part]
   c. **Support and Service Staff except AFSCME Police and AFSCME Service at South Bend:** Requests for vacation time off must be approved
or disapproved within three working days of the receipt of the request. [AFSCME Police Vacation 1.b.i.] [AFSCME Service 5.7 C.1.b.i.] [CWA 12.7 D.1. in part]

d. **AFSCME Police and AFSCME Service at South Bend:** Requests for vacation of one week or more that are submitted by March 1st will be processed—and preference will be given—on the basis of occupational unit seniority. Vacation requests must be submitted at least three working days in advance and will be approved or disapproved within three working days of the request or the request is automatically approved on the fourth working day. Requests will be honored in the order in which they are received. [AFSCME Police Vacation 1.b.ii.] [AFSCME Service 5.7 C.1.b.ii.]

e. If multiple requests within a department are made for the same vacation period (any period of time for which a person is charged vacation), preference will be given according to occupational unit seniority. However, if a supervisor has given prior approval to a less senior employee for the same time period, the prior approval is honored. [AFSCME Police Vacation C.1.c.] [AFSCME Service 5.7 C.1.c.] [CWA 12.7 D.4.] [PA/SS 10.4 C.3. in part]

3. Requests and approvals for use of vacation for lengthy absence

a. Employees who wish to use accumulated vacation causing a lengthy absence from work should make their intentions known to the supervisor six months prior to the planned vacation period. [AFSCME Police Vacation C.1.h. in part] [AFSCME Service 5.7 C.1.h. in part] [CWA 12.7 D.2. in spirit] [PA/SS 10.4 C.9. in part]

b. Supervisors are obligated to honor these requests unless:
   i. The request is for time off in the unit’s established and known peak work period in which non-emergency time off is routinely restricted; or [AFSCME Police Vacation C.1.h. in part] [AFSCME Service 5.7 C.1.h. in part] [CWA 12.7 D.2.b.. in spirit] [PA/SS 10.4 C.9. in part]
   ii. More than one employee requests the same time period. If more than one request is received, preference will be given according to occupational unit seniority. [AFSCME Police Vacation C.1.h. in part] [AFSCME Service 5.7 C.1.h. in part] [CWA 12.7 D.2.a.] [PA/SS 10.4 C.9. in part]

c. Supervisors will honor time off requests previously approved for which an employee no longer has vacation accruals to cover when the reason for not having vacation accruals is due to the employee’s Family Medical Leave of Absence (FMLA), as provided under [FMLA](https://www.dol.gov/whd/fmla). In this circumstance, the employee will not be subject to discipline for taking unpaid time off. For example: If an employee had previously scheduled all of his or her available vacation accruals and then suffers a health condition covered by FMLA, that employee’s vacation accruals will run concurrently with the employee’s FMLA. However, the supervisor shall still honor the previously approved time off even if the employee no longer has the accrued vacation time to cover the period. [CWA 12.7 D.3.]
4. Maximum vacation time allowed
   a. The maximum vacation hours that may be used during the 26 consecutive pay periods beginning with the pay period in which January 1 falls and continuing through the last full pay period in December (prorated by FTE for part-time employees) are as follows: [AFSCME Police Vacation C.1.e.] [AFSCME Service 5.7 C.1.e. and its subparts] [CWA 12.7 D.6 and its subsections] [PA/SS 10.4 C.5.] [PA/SS 10.4 C.7.]

<table>
<thead>
<tr>
<th>Years of university service credit</th>
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<tbody>
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<td>304</td>
</tr>
<tr>
<td>14 years and above*</td>
<td>784</td>
</tr>
</tbody>
</table>

   * For example, an employee that began work on February 1, 2000 may begin using 784 hours of vacation on February 1, 2014.

   i. Vacation hours used during FMLA do not count toward the maximum annual usage [AFSCME Police Vacation C.1.e.iii.] [AFSCME Service 5.7 C.1.e.iii] [CWA 12.7 6.second dot.b.] [PA/SS 10.4 C.6.]

   ii. Accrued time off used during a Reduction in Force or Layoff notice period does not count toward the maximum usage rules for PTO and vacation. [Reduction in Force Pro F.b.]

5. Converting Income Protection Time to Vacation
   a. During a specified period in either March or September, eligible employees may, if they choose, convert 80 hours of their accrued income protection time to 40 vacation hours subject to the following limitations and conditions. Employees must: [AFSCME Police Vacation C.3.a., b., & c.] [AFSCME Service 5.7 C.3.a. & c.] [CWA 12.7 F.1.] [PA/SS 10.4 E.1. in part] [PA/SS 10.4 E.3.]

   i. Have 560 or more hours of accumulated income protection (sick) time as of the first full pay period in either March or September of any qualifying year [AFSCME Police Vacation C.3.b.i.] [AFSCME Service 5.7 C.3.b.i.] [CWA 12.7 F.2.b.] [PA/SS 10.4 E.2.a.]

   ii. Have at least ten (10) consecutive years in an appointed position [AFSCME Police Vacation C.3.b.ii.] [AFSCME Service 5.7 C.3.b.ii.] [CWA 12.7 F.2.c.] [PA/SS 10.4 E.2.b.]

   iii. Work in an appointed position and be in pay status when they submit the application for conversion and when it is implemented [AFSCME Police Vacation C.3.b.iii.] [AFSCME Service 5.7 C.3.b.iii.] [CWA 12.7 F.2.d.] [PA/SS 10.4 E.2.c.]

   iv. Have not converted any income protection time to vacation time during the previous four years under this policy [AFSCME Police Vacation C.3.b.iv.] [AFSCME Service 5.7 C.3.b.iv.] [CWA 12.7 F.2.a.] [PA/SS 10.4 E.2.d.]
b. Staff must submit conversion requests according to the established procedures and deadlines. Requests that are submitted are irrevocable. [AFSCME Police Vacation C.3.d.] [CWA 12.7 F.3.] [PA/SS 10.4 E.4.]

c. The conversion of income protection to vacation time does not modify the following: [AFSCME Police Vacation C.3.e.] [AFSCME Service 5.7 C.3.e.] [CWA 12.7 F.4.] [PA/SS 10.4 E.4.]

   i. The maximum amount of vacation hours that can be used in a year as provided in this policy [AFSCME Police Vacation C.3.e.i.] [AFSCME Service 5.7 C.3.e.i.] [PA/SS 10.4 E.5.a.]

   ii. The limitations of payment for unused accruals as provided in this policy [AFSCME Police Vacation C.3.e.ii.] [AFSCME Service 5.7 C.3.e.ii.] [PA/SS 10.4 E.5.b.]

6. Employees who encounter a personal emergency may elect to charge time off for personal emergency to unused vacation time. See the policy, Attendance, Absences, and Personal Emergency. [AFSCME Police Vacation C.2.a. in part] [AFSCME Service 5.7 C.2.a. in part] [PA/SS 10.4 C. 12.]

7. Payment for Accumulated Vacation Time

   a. Employees receive the accrued benefits listed below when separating from the University voluntarily or involuntarily (or when transferring to an Academic position) whether or not the employee gives or receives notice of separation. To be eligible to receive payment for unused vacation time, an employee must have six months of university service credit. The following table shows the maximum amount an employee receives. [AFSCME(BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police(BL, IN, NW, SB, SE) Separation Pay C.3. and its subparts]

<table>
<thead>
<tr>
<th>Years of university service credit</th>
<th>Maximum payment for unused accruals (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least six months through 6 years</td>
<td>312</td>
</tr>
<tr>
<td>Start of 7 years through 13*</td>
<td>352</td>
</tr>
<tr>
<td>Start of 14 years</td>
<td>392</td>
</tr>
<tr>
<td>Start of 15 years</td>
<td>432</td>
</tr>
<tr>
<td>Start of 16 years</td>
<td>472</td>
</tr>
<tr>
<td>Start of 17 years</td>
<td>512</td>
</tr>
<tr>
<td>Start of 18 years</td>
<td>552</td>
</tr>
<tr>
<td>Start of 19 years</td>
<td>592</td>
</tr>
<tr>
<td>Start of 20 years</td>
<td>632</td>
</tr>
<tr>
<td>Start of 21 years</td>
<td>672</td>
</tr>
<tr>
<td>Start of 22 years</td>
<td>712</td>
</tr>
<tr>
<td>Start of 23 years</td>
<td>752</td>
</tr>
<tr>
<td>Start of 24 years</td>
<td>792</td>
</tr>
</tbody>
</table>
8. When an employee transfers from a Support and Service Staff position to a Professional Staff position: [CWA 12.7 E.1. in spirit] [PA/SS 10.4 D.1 in spirit]
   a. The balance of Vacation time is transferred into a PTO account. This amount serves as the beginning balance. [PA/SS 10.6 J.3.b.]
      i. If the balance exceeds the maximum usage amount allowed, the excess time is carried over as PTO, but it must be used or transferred to the PTO Sick Leave account by the end of the following year or it is forfeited. The limit on the maximum usage of PTO in a year is waived during this period subject to scheduling with management. The 96 hour maximum amount of PTO that can be transferred to the PTO Sick Leave account is waived at the end of the first year and the end of the following year. [PA/SS 10.6 J.3.b.i.]
9. When an employee transfers from a Professional Staff position to a Support and Service Staff position: [CWA 12.7 E.1. in spirit] [PA/SS 10.4 D.1. in spirit]
   a. The PTO balance is transferred to a Vacation time account.
   b. The PTO Sick Leave account balance is transferred to an Income Protection time account.
   c. Any previously accrued Honorary Vacation is transferred to the vacation time account.
10. When an employee transfers to an Academic position s/he receives payment for accumulated Vacation time as presented in this policy. [CWA 12.7 E.2. in spirit][PA/SS 10.4.]

### Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

### Related Information

- **Absences With and Without Pay**
- Attendance, Absences, and Personal Emergency
- Family Medical Leave Act (FMLA)
- Income Protection Time
- Reduction in Force
History

Replaces parts of the following policies

AFSCME (BL, IN, SB) 9.2 • CWA 13.4 • PA/SS 7.3 • Police (BL, IN, NW, SB, SE)

Separation Pay
- C.3.
- C.3.a.
- C.3.a.i.
- C.3.a.ii.
- C.3.a.iii.

AFSCME Police Vacation
- B.1.
- B.2.
- B.3.
- B.4.
- B.5.
- B.6.
- C.1.a.
- C.1.b.
- C.1.b.i.
- C.1.b.ii.
- C.1.c.
- C.1.d.
- C.1.e.
- C.1.e.i.
- C.1.e.ii.
- C.1.e.iii.
- C.1.f.
- C.1.g.
- C.1.h.
- C.1.i.
- C.2.a.
- C.3.a.
- C.3.b.
- C.3.b.i.
- C.3.b.ii.
- C.3.b.iii.
- C.3.b.iv.
- C.3.c.
- C.3.d.
- C.3.e.
- C.3.e.i.
- C.3.e.ii.
AFSCME Service 5.7 Vacation

- B.1.
- B.2.
- B.3.
- B.4.
- B.5.
- B.6.
- C.1.a.
- C.1.b.
- C.1.b.i.
- C.1.b.ii.
- C.1.c.
- C.1.d.
- C.1.e.
- C.1.e.i.
- C.1.e.ii.
- C.1.e.iii.
- C.1.f.
- C.1.g.
- C.1.h.
- C.1.i.
- C.2.a.
- C.3.a.
- C.3.b.
- C.3.b.i.
- C.3.b.ii.
- C.3.b.iii.
- C.3.b.iv.
- C.3.c.
- C.3.d.
- C.3.e.
- C.3.e.i.
- C.3.e.ii.

CWA 12.7 Vacation Time

- A.1.
- A.2.
- A.3.
- B.
- C.1.
- D.1.
- D.2.
- D.2.a.
PA/SS 10.4  Vacation for Support and Service Staff

A.2.
A.2.
A.3.
B.
C.1.
C.2.
C.3.
C.4.
C.5.
C.5.a.
C.5.b.
C.6.
C.7.
C.8.
C.9.
C.10.
C.11.
C.12.
D.1.
D.2.
E.1.
E.2.a.
E.2.b.
E.2.c.
E.2.d.
D.3.
- D.4.
- D.5.
- D.5.a.
- D.5.b.

PA/SS 10.6  Paid Time Off (PTO) Policy for Professional (PA) Staff
  - J.3.b.
  - J.3.b.i.

PA/SS F1  Time Off Provisions for Part-Time Support and Service Staff
  - C
Scope

This policy applies to all Staff and Temporary employees.

Policy Statement

1. Staff employees can be separated from the University voluntarily or involuntarily.
2. Voluntary separation
a. Employees are encouraged to give advance notice of at least two weeks when separating from university employment, including retirement.

b. During the notice period, Staff may be removed from the workplace and required to take accrued Vacation, Holiday, or PTO; such removal requires prior approval from either the campus HR office or University Human Resources.

c. An employee is expected to work their last day on the job; the use of accrued Vacation, Comp Time, Holiday, or PTO will only be allowed with prior approval by the campus HR office or University Human Resources.

3. Involuntary separation as a result of corrective action (termination)

a. Employees who are separated from employment are entitled to receive the reasons in writing.

b. A staff employee may be required to take accrued time off (PTO, and/or vacation), compensatory time off, or time off without pay when the employee is provided notice of involuntary separation from the university or when the employee is removed from the workplace pending termination.

4. Involuntary separations for non-corrective action reasons

a. Employees may be separated from employment for non-corrective action reasons, including but not limited to:
   i. can no longer meet the qualifications and/or perform the essential functions of the position.
   ii. no reasonable accommodation can be found under the Americans with Disabilities Act and its Amendments. Refer to the Reduction In Force policy.
   iii. an employees has exhausted all leave options or is ineligible for additional leave; and unable to return to work.
   iv. loss of position under the Reduction In Force policy.
   v. other circumstances not covered in Involuntary separation as a result of corrective action (termination).

5. All final written notices of involuntary separation must be cleared with the campus Human Resources office before distribution to the employee.

Procedure

A. Involuntary separation (termination) as a result of corrective action

1. Prior to making a decision about involuntarily separating an employee, the administrative authority considering the action will apply the steps contained in the Procedure section of the Corrective Action policy (AFSCME Police, AFSCME Service, CWA, Employees not covered by a Union, Temporary).

   a. An employee who has been returned to work under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) may not be separated from employment except for cause for 180 days after his or her date of reemployment if the most recent period of uniformed service was less than 181 days or for one year after the date of reemployment if the most recent period of uniformed services was more than 180 days.

2. When the University separates an employee from employment, a notice period is not required.

   a. For AFSCME Police and AFSCME Service suspended without pay subject to discharge at the end of five workdays of suspension.

   b. For Temporary employees, no notice period is required when the university separates employment. Departments are encouraged to give an advance notice of at least two weeks when circumstances permit. If the separation is performance related, the administrative authority considering the action is encouraged to follow the guidelines contained in the Corrective Action policy (AFSCME Police, AFSCME Service, CWA, Employees not covered by a Union, Temporary).

   c. Campus or University HR must be consulted prior to any notice of suspension.

B. Involuntary separations for non-corrective action reasons

1. A staff employee involuntarily separated from the university for non-disciplinary reasons, such as a reduction in force or for medical reasons, may be required to use accrued time off (PTO and/or vacation), income protection (consistent with that policy), compensatory time off, or time off without pay during the notification period if:
a. Such action is necessary to address a legitimate job related work performance or behavior issue; and
   b. Is approved by the campus Human Resource office.

2. Employees may be re-assigned during this notice period.

3. An employee may be required to take accrued vacation during the notice period.

**How to process a separation**

1. When processing a termination in HRMS the action reason must be indicated on the E-Doc with an explanation of the reason for the separation added to the "Notes" section of the E-Doc. For assistance in determining the action reason, see the document, "Termination/Separation Reasons."

2. For Temporary employees:
   a. If a Temporary employee has not worked any hours for 6 consecutive bi-weekly pay periods, that department is to terminate the employee from their temporary jobs.
   b. If it is known or expected that a Temporary employee who has stopped working for a department will not return to work in that department within six months, the department is to terminate the Temporary employee immediately from its temporary jobs.

3. The effective date of a separation is the day after the last day on the job except in the following circumstances. In the following cases, the effective date of separation is the day after that the end of these events:
   a. an unpaid leave of absence for any reason
   b. a Family and Medical Leave of Absence (FMLA) with or without pay
   c. an absence caused by an injury on the job
   d. use of income protection time
   e. removal from work pending a decision to separate
   f. required use of vacation time or PTO during the notice period

4. If an employee dies, the effective date of separation is the day after the death, whether the employee was working, using paid-time-off benefits, on leave, or absent without pay on the day of death.

5. Process a payroll adjustment voucher for payment to the employee of all terminal pay (includes accrued time-off, hours worked in final pay period, etc.). Contact the campus Payroll office for assistance.

6. Include the employee's permanent forwarding address

7. All payments for unused accruals should be processed with the last regular payroll cycle. See the following exception
   a. Upon request, staff who have been involuntarily separated may receive unpaid wages within three workdays of the request to a supervisor. Departments should contact the campus payroll office to arrange payment. A special voucher must be sent to Payroll within one workday of the employee's request and Payroll must make payment to the employee within two workdays of receipt of the voucher. Instruct the employee to contact the campus Human Resources office concerning the status and continuation of employee benefit plans.

8. For PAE employees, within the separation e-doc, verify and include a note indicating that the employee’s ePTO calendar has been updated through their separation date.

9. The supervisor should ensure that the employee returns all university property (keys, uniforms, tools, records, books, etc.).

**See also**

1. See the following for information about pay benefits an employee receives.
   a. Separation Pay for Unused Time Off Accruals
   b. Policies
      i. Paid Time Off for PA
      ii. Paid Time Off for PB
      iii. Holidays
iv. Overtime
v. Vacation Time

2. Refer to the Medical and Dental Coverages policy for information concerning continuation of medical and dental care plans.
3. Refer to Retirement policies (Support and Service Staff, Professional Staff) for employee eligibility and related information.

Sanctions

Violations of University policies will be handled in accordance with applicable University policies and procedures; which may include disciplinary actions up to and including termination from the University.

History

Replaces the following policies:

<table>
<thead>
<tr>
<th>Union</th>
<th>Policy Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Police</td>
<td>Separation from the University</td>
</tr>
<tr>
<td>AFSCME Service</td>
<td>9.3 - Separations</td>
</tr>
<tr>
<td>CWA</td>
<td>13.1 - Voluntary and Involuntary Separations</td>
</tr>
<tr>
<td>Professional and Support/Service Staff not covered by a union</td>
<td>7.2 - Separation from the University</td>
</tr>
<tr>
<td>Temporary</td>
<td>8.1 - Voluntary and Involuntary Separations</td>
</tr>
</tbody>
</table>
Voluntary and Involuntary Separation

Scope

This policy applies to all Staff and Temporary employees.

Policy Statement

1. Staff employees can be separated from the University voluntarily or involuntarily.
2. Voluntary separation
   a. Employees are encouraged to give advance notice of at least two weeks when separating from university employment, including retirement. [AFSCME Police Separation B.1.a.] [AFSCME Service B.1.a. in part] [CWA 13.1 A.1. in spirit] [PA/SS 7.2 A.1] [Temp 8.1 A.]
   b. During the notice period, Staff may be removed from the workplace and required to take accrued Vacation, Holiday, or PTO; such removal requires prior approval from either the campus HR office or University Human Resources. [AFSCME Police Separation B.1.b.] [AFSCME Service 9.3 B.1.b.] [CWA 13.1 A.1.a.]
   c. An employee is expected to work their last day on the job; the use of accrued Vacation, Comp Time, Holiday, or PTO will only be allowed with prior approval by the campus HR office or University Human Resources. [PA/SS 7.2 A.2.]
3. Involuntary separation as a result of corrective action (termination)
   a. Employees who are separated from employment are entitled to receive the reasons in writing. [AFSCME Police Separation B.2.c.] [AFSCME Service B.2.c. in spirit] [CWA 13.1 B.2. in spirit] [PA/SS 7.2 B.2. in spirit] [Temp 8.1 B.2. in spirit]
   b. A staff employee may be required to take accrued time off (PTO, and/or vacation), compensatory time off, or time off without pay when the employee is provided notice of involuntary separation from the university or when the employee is removed from the workplace pending termination. [AFSCME Police Separation B.2.e.] [CWA 13.B.3.] [PA/SS 7.2 B.4.]
4. Involuntary separations for non-corrective action reasons
   a. Employees may be separated from employment for non-corrective action
      reasons, including but not limited to: [AFSCME Police Separation B.3.
      and its subsections] [AFSCME Service B.3.a. in spirit] [CWA 13.1 C.1.] 
      i. can no longer meet the qualifications and/or perform the essential
         functions of the position. [AFSCME Service B.3.a.i.] [CWA 13.1
         C.1.a.]
      ii. no reasonable accommodation can be found under the Americans
          with Disabilities Act and its Amendments. Refer to the Reduction In
          Force Policy. [AFSCME Service B.3.a.ii.] [CWA 13.1 C.1.b.]
      iii. an employee has exhausted all leave options or is ineligible for
            additional leave; and unable to return to work.
      iv. loss of position under the Reduction In Force policy. [AFSCME
            Service B.3.a.iii.] [CWA 13.1C.1.c.] [PA/SS 7.2 B.3 in spirit]
      v. other circumstances not covered in Involuntary separation as a result
         of corrective action (termination). [CWA 13.1 C.1.d.]

5. All final written notices of involuntary separation must be cleared with the
   campus Human Resources office before distribution to the employee. [AFSCME
   B.2. in spirit]

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**Procedures**

**Involuntary separation (termination) as a result of corrective action**

1. Prior to making a decision about involuntarily separating an employee, the
   administrative authority considering the action will apply the steps contained in
   the Procedure section of the Corrective Action policy. [AFSCME Police
   Separation B.2.b.] [AFSCME Service B.2.b. & B.2.c. in spirit] [CWA 13.1 B.1.]
   [PA/SS 7.2 B.1. in part]
   a. An employee who has been returned to work under the provisions of the
      Uniformed Services Employment and Reemployment Rights Act
      (USERRA) may not be separated from employment except for cause for
      180 days after his or her date of reemployment if the most recent period of
      uniformed service was less than 181 days or for one year after the date of
      reemployment if the most recent period of uniformed services was more
      than 180 days. [Temp 8.1. B.3.]

2. When the University separates an employee from employment, a notice period is
   not required. [AFSCME Service B.2.a. in part] [PA/SS 7.2 B.3. in part]
   a. For AFSCME Police and AFSCME Service suspended without pay
      subject to discharge at the end of five workdays of suspension [AFSCME
      Police Separation B.2.a. in part] [AFSCME Service B.2.a. in part] [PA/SS
      7.2 B.3. in part]
   b. For Temporary employees, no notice period is required when the
      university separates employment. Departments are encouraged to give an
      advance notice of at least two weeks when circumstances permit. If the
separation is performance related, the administrative authority considering the action is encouraged to follow the guidelines contained in the Corrective Action policy. [Temp 8.1 B.1]
c. Campus or University HR must be consulted prior to any notice of suspension.

Involuntary separations for non-corrective action reasons

1. A staff employee involuntarily separated from the university for non-disciplinary reasons, such as a reduction in force or for medical reasons, may be required to use accrued time off (PTO and/or vacation), income protection (consistent with that policy), compensatory time off, or time off without pay during the notification period if: [CWA 13.1C.3.]
   a. Such action is necessary to address a legitimate job related work performance or behavior issue; and [CWA 13.1 C.3.a.]
   b. Is approved by the campus Human Resource office. [CWA 13.1 C.3.b.]
2. Employees may be re-assigned during this notice period. [CWA 13.1 C.4.]
3. An employee may be required to take accrued vacation during the notice period. [AFSCME Police Separation B.3.d.]

How to process a separation

1. When processing a termination in HRMS the action reason must be indicated on the E-Doc with an explanation of the reason for the separation added to the "Notes" section of the E-Doc. For assistance in determining the action reason, see the document, "Termination/Separation Reasons." [AFSCME Police Separation C.1.a. in part] [AFSCME Police Separation C.1.a.i. in part] [AFSCME Service 9.3. C.1.a. in part] [AFSCME Service 9.3 C.1.a.i. in part] [CWA 13.1 Pro 1. In part] [CWA 13.1 Pro 1.a. in part] [PA/SS 7.2 D.1.] [PA/SS 7.2 D.1.a.] [Temp 8.1. Pro C.3. in spirit]
2. For Temporary employees:
   a. If a Temporary employee has not worked any hours for 6 consecutive bi-weekly pay periods, that department is to terminate the employee from their temporary jobs. [Temp 8.1. C.1.]
   b. If it is known or expected that a Temporary employee who has stopped working for a department will not return to work in that department within six months, the department is to terminate the Temporary employee immediately from its temporary jobs. [Temp 8.1. C.2.]
3. The effective date of a separation is the day after the last day on the job except in the following circumstances. In the following cases, the effective date of separation is the day after that the end of these events: [AFSCME Police Separation C.1.b. and its subparts] [CWA 13.1 Pro 2. and its subpart] [PA/SS Pro D.2. and its subparts] [Temp 8.1 Pro C.4.]
   a. an unpaid leave of absence for any reason
   b. a Family and Medical Leave of Absence (FMLA) with or without pay
   c. an absence caused by an injury on the job
   d. use of income protection time
   e. removal from work pending a decision to separate
4. If an employee dies, the effective date of separation is the day after the death, whether the employee was working, using paid-time-off benefits, on leave, or absent without pay on the day of death. [AFSCME Police Separation C.1.c.] [CWA 13.1 Pro 3.] [PA/SS Pro D.3.]

5. Process a payroll adjustment voucher for payment to the employee of all terminal pay (includes accrued time-off, hours worked in final pay period, etc.). Contact the campus Payroll office for assistance. [AFSCME Police Separation C.1.f.i. in spirit] [CWA 13.1 Pro 4.]


7. All payments for unused accruals should be processed with the last regular payroll cycle. See the following exception [AFSCME Service 9.3 C.1.f.] [CWA 13.1 Pro 6.] [PA/SS 7.2. Pro 4.]
   a. Upon request, staff who have been involuntarily separated may receive unpaid wages within three workdays of the request to a supervisor. Departments should contact the campus payroll office to arrange payment. A special voucher must be sent to Payroll within one workday of the employee's request and Payroll must make payment to the employee within two workdays of receipt of the voucher. Instruct the employee to contact the campus Human Resources office concerning the status and continuation of employee benefit plans. [AFSCME Police Separation C.1.g. in part] [AFSCME Service 9.3 C.1.f.i.] [CWA 13.1 Pro 6.a. in part] [CWA 13.1 Pro 6.a.i. in part] [PA/SS 7.2 Pro 4.a. in part]

8. For PAE employees, within the separation e-doc, verify and include a note indicating that the employee’s ePTO calendar has been updated through their separation date.

9. The supervisor should ensure that the employee returns all university property (keys, uniforms, tools, records, books, etc.). [AFSCME Police Separation C.1.h.] [AFSCME Service 9.3 C.1.h.] [CWA 13.1 Pro 8.] [PA/SS 7.2 Pro 7.] [Temp 8.1 Pro C.7.]

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

Forms

1. Refer to the Medical and Dental Coverages policy for information concerning continuation of medical and dental care plans. [AFSCME Police Separation C.1.a.] [AFSCME Service…] [PA/SS 7.2 C. in spirit]

2. Refer to Retirement policies for employee eligibility and related information. [AFSCME Service 9.3. C.1.g. in spirit]
Related Information

Separations Resource Page
http://www.indiana.edu/~uhrs/relations/uwide_separations_index.htm

History
Replaces the following policies:

- AFSCME Police: Separation from the University
- AFSCME Service 9.3: Separations
- CWA 13.1: Voluntary and Involuntary Separations
- PA/SS 7.2: Separation from the University
- Temp 8.1: Voluntary and Involuntary Separations
Work Schedules and Hours for Non-Exempt Employees

Scope

This policy applies to all for Support, Service, Professional Staff Eligible for Overtime, and Temporary Employees.

Policy Statement

Work Schedules and Hours

1. The workweek for all campuses and departments officially begins and ends at 12:00 midnight on Saturday.

2. A full-time work schedule normally consists of five, eight-hour days and 40 hours each workweek.
   a. If operational needs require, a department may establish on a regular, on-going basis, a full-time work schedule in which the hours of work are not the same for each workweek of the pay period. In such schedules, hours covered by the Overtime Pay policy are compensated at an overtime rate.
   b. Schedules different than 40 hours per week are to be approved by the campus Human Resources office with written notification to Payroll.

3. Departments establish hours of operation, reporting and departing times.

4. Departments may allow alternate or flexible work schedules that support operational needs. (See Alternative Work Schedules.)
   a. Any change in a Staff employee’s work schedule requires advance approval of the supervisor.
b. Note that if a change in a Staff employee's work schedule requires the employee to work on a scheduled day off, the employee may be eligible for additional pay as provided by the Changes in Work Schedule provision within the Premium Pay policy.

c. Advance notification of a change in a Temporary employee's work schedule--or notification of a lack of work--is encouraged, although not required. Employees do not receive pay for cancelled work, and no payment other than the regular hourly rate is received for rescheduled workdays or starting times.

5. Employees should not be scheduled to work on a regular basis on more than six days of the week.

6. Every effort will be made not to schedule an employee for more than 16 consecutive hours.

**Recordkeeping**

1. Weekly work schedules shall be documented and maintained with other payroll-related records within the department.

2. It is each employee’s responsibility to accurately record all hours worked on the university-provided timekeeping device or form. This includes work conducted for the University remotely, whether at an offsite location or via electronic device; work that is de minimis need not be recorded.

3. Each employee must submit the recorded time to his or her supervisor for approval. The supervisor is responsible for verifying the accuracy of the time submitted.

4. It is each department’s responsibility to maintain a record of all hours worked.

**Shift Preference**

1. Shift preference for job openings having identical duties and responsibilities is given in order of occupational unit seniority. This is not applicable in units where the practice is to rotate shift assignments on a regular basis.

   a. For AFSCME Service covered employees, once shift preference has been exercised for a given job vacancy, the employee must wait until another job vacancy occurs to again exercise his or her shift preference based on his or her occupational unit seniority.

   b. For AFSCME Police covered positions, in the event that a campus department utilizes a shift bid process, the following must occur:

      i. The shift bid process will take place at least annually.

      ii. The shift bid results must be provided to employees at least 60 days prior to the shift effective dates.

      iii. The shift bid priority is based on occupational unit seniority (which includes occupational seniority of transferred employees).

**Rest Periods for Support, Service, and Temporary employees**

1. Efforts will be made to permit employees to take rest periods

   a. Reasonable breaks are normally 15 minutes during each half day of work.

      i. For AFSCME Police and AFSCME Service covered employees, this includes during overtime periods, if possible.

2. For employees required to work in adverse conditions, i.e., extreme heat or cold or noxious fumes, it may be advisable to schedule additional break periods. Such a decision is a matter within the discretion of the supervisor on the scene.

3. Time allowed for rest periods is not cumulative, is not intended to cover late arrival or early departure, nor can it be saved for later use.

4. Breaks should be scheduled so that the efficiency of the work unit does not suffer. This can be accomplished by staggering the times for rest periods so that all employees in the department or within the work group are not taking a break at the same time.

**Meal Breaks**

1. For AFSCME Police covered employees, an officer who works more than six consecutive hours will receive a paid meal break that is built into the shift. Police Service employees are expected to be available at all times during the meal break.
2. For all other Support, Service, Overtime Eligible Professional Staff and Temporary employees, they should not be required to work more than six consecutive hours without a minimum of a one-half hour lunch period free from the job, unless mutually agreed to by the employee and the supervisor, see 3 below for further information.
   a. AFSCME Service covered employees receive one-half hour off for lunch each day, unless a department has established a different schedule. The University will provide an appropriate place for employees to eat their lunches.
   b. CWA Support Staff; and Non-Union Support, Service and Overtime Eligible Professional Staff covered employees, receive one hour off for lunch each day, unless a department has established a different schedule.

3. By mutual agreement between the employee and the supervisor, an employee can work more than six consecutive hours without an unpaid lunch break of 30 minutes or more, either as an occasional adjustment to the work schedule or on a regular basis as part of an alternative or flexible work schedule. In these situations, every effort should be made to provide the employee a fifteen (15) minute rest period. See the Alternative Work Schedules Policy for more information.

On-campus meeting attendance for AFSCME Service
It occasionally becomes necessary for employees whose normal shift begins between 4:00 p.m. and 4:00 a.m. to attend University-related meetings during the day. When the presence of an employee is required at a University-related meeting during the hours that the employee is normally scheduled off, the time actually spent in such meetings shall be compensated with supervisory approval, with compensatory time off. Such compensatory time shall be scheduled, if practical, by late arrival or early departure on the shift immediately preceding or immediately following the meeting. It is the department’s decision to pay or grant the time off.

Off-campus work and travel time:

1. When departments require a Staff employee to perform a work assignment off campus or outside normal work hours, departments should adhere to the provisions below when determining the employee’s eligibility for pay.
   a. Work-related assignments such as attending a class, conference, meeting, etc. apply. See 2. below.
   b. Travel time during normal work hours is work time.
   c. Travel time during hours that are normal work hours during the week but which occurs on a day normally scheduled off is work time.
   d. Driving that the employee is required to perform is always work time.
   e. Work performed while traveling is always work time.
   f. Special Provisions:
      i. For AFSCME Police, AFSCME Service, and CWA Support Staff, travel time in excess of the time required to travel from the employee's residence to his/her normal work station, provided it is outside of the normal daily work schedule, should be considered as hours worked.
      ii. Non-Union Support and Service, and Overtime Eligible Professional Staff covered employees; and Temporary employees, when a Staff employee who regularly works in one city is given a special one-day assignment in another city and returns home the same day, the time spent traveling to and returning from the other city in excess of the time the employee would normally spend commuting to the regular work site is work time.
   g. Any break in such travel time for meals is not compensable and should be subtracted out of the hours worked.
   h. If such travel should require overnight lodging, the time that the employee is free to "come and go" as s/he pleases including attending voluntary social events presented as part of the conference, is not considered as time worked.
   i. Home/Work Travel: An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary commuting, which is not work time.
   j. Travel time not covered above is not work time.

2. Approved attendance at lectures, meetings, training programs and similar activities is work time if one or more of the following occur:
   a. Attendance is during normal work hours.
   b. Attendance is required by the university.
   c. The event is work related.
You are viewing this policy in the REVIEW SITE.

d. University work is performed.

3. Employees can obtain current information concerning reimbursement entitlements and procedures from the departmental account manager or Travel Management Services.

Uniform change time

1. Employees who are required to wear uniforms, but who are not permitted to wear uniforms to and from work, are allowed ten minutes in the scheduled work period for changing into and out of uniforms.

Reason For Policy

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, and record-keeping standards for the United States. Indiana University supplements the Act with policies on matters that are not covered in the FLSA, such as certain work hour rules, rest periods and lunch breaks. The purpose of this policy is to describe both the FLSA and University rules and regulations on these topics.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces all or part of the following policies:

<table>
<thead>
<tr>
<th>AFSCME Police</th>
<th>Work Schedules, Hours, and Uniforms</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>6.3 - Work Schedules, Hours, and Uniforms</td>
</tr>
<tr>
<td>CWA</td>
<td>5.1 - Work Schedules, Hours, and Uniforms</td>
</tr>
<tr>
<td>CWA</td>
<td>5.4 - Travel Compensation and Reimbursement</td>
</tr>
<tr>
<td>Professional and Support/Service Staff not covered by a union</td>
<td>4.3 - Work Time and Record Keeping for Support and Service Staff and Professional Staff who are Eligible for Overtime</td>
</tr>
<tr>
<td>Temporary</td>
<td>4.1 - Work Schedules, Hours, and Uniforms</td>
</tr>
</tbody>
</table>

Replaces the following policy provisions:

<table>
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<tr>
<th>AFSCME Police</th>
<th>AFSCME Service</th>
<th>CWA</th>
<th>PA/SS</th>
<th>Temp</th>
</tr>
</thead>
</table>
Work Schedules and Hours For Non-Exempt Employees

Scope

This policy applies to all for Support, Service, Professional Staff Eligible for Overtime, and Temporary Employees.

Policy Statement

Work Schedules and Hours

1. The workweek for all campuses and departments officially begins and ends at 12:00 midnight on Saturday. [PA/SS 4.3 C.1.]
2. A full-time work schedule normally consists of five, eight-hour days and 40 hours each workweek. [AFSCME Police Work Sched. B.1.b.] [AFSCME Service 6.3 B.1.b. in part] [CWA 5.1 B.2.] [PA/SS 4.3 C.2. in part] [Temp 4.1 B.2.]
   a. If operational needs require, a department may establish on a regular, on-going basis, a full-time work schedule in which the hours of work are not the same for each workweek of the pay period. In such schedules, hours covered by the Overtime Pay policy are compensated at an overtime rate. [PA/SS 4.3 C.2.a.]
   b. Schedules different than 40 hours per week are to be approved by the campus Human Resources office with written notification to Payroll. [AFSCME Police Work Sched. B.1.b.] [AFSCME Service 6.3 B.1.b. in part] [CWA 5.1 B.2.a.]
3. Departments establish hours of operation, reporting and departing times.
4. Departments may allow alternate or flexible work schedules that support operational needs. (See Alternative Work Schedules.) [CWA 5.1 B.4.a.] [PA/SS 4.3 C.2. in part]
   a. Any change in a Staff employee’s work schedule requires advance approval of the supervisor. [PA/SS 4.3 C.2. in part]
   b. Note that if a change in a Staff employee's work schedule requires the employee to work on a scheduled day off, the employee may be eligible for additional pay as
provided by the Changes in Work Schedule provision within the Premium Pay policy. [CWA 5.1 B.5.]

c. Advance notification of a change in a Temporary employee's work schedule--or notification of a lack of work--is encouraged, although not required. Employees do not receive pay for cancelled work, and no payment other than the regular hourly rate is received for rescheduled workdays or starting times. [Temp 4.1 B.4.]

5. Employees should not be scheduled to work on a regular basis on more than six days of the week. [AFSCME Service 6.3 B. 1.c.] [CWA 5.1 B.3.] [Temp 4.1 B.3.]

6. Every effort will be made not to schedule an employee for more than 16 consecutive hours. [AFSCME Police Work Schedules B.1.c.]

Recordkeeping

1. Weekly work schedules shall be documented and maintained with other payroll-related records within the department. [AFSCME Police Work Sched. C.1.a.] [AFSCME Service 6.3 C.1.a.] [CWA 5.1 A.1.] [PA/SS 4.3 D.1.] [Temp 4.1 A.1.]

2. It is each employee’s responsibility to accurately record all hours worked on the university-provided timekeeping device or form. This includes work conducted for the University remotely, whether at an offsite location or via electronic device; work that is de minimis need not be recorded. [AFSCME Police Work Sched B.5. in spirit][AFSCME Police Work Sched. C.1.b. in part] [AFSCME Service B.6. in spirit] [AFSCME Service 6.3 C.1.b.] [CWA 5.1 A.2. & 2.a.] [PA/SS 4.3 D.2. & D.2.a.] [Temp 4.1 A.2 & A.2.a.]

3. Each employee must submit the recorded time to his or her supervisor for approval. The supervisor is responsible for verifying the accuracy of the time submitted. [AFSCME Police Work Sched. C.1.d.] [AFSCME Service 6.3 C.1.d.] [CWA 5.1 3.a.] [Temp 4.1 A.3.a.]

4. It is each department’s responsibility to maintain a record of all hours worked. [AFSCME Police Work Sched. C. 1.c.] [AFSCME Service 6.3 C.1.c.] [CWA 5.1 3.] [PA/SS 4.3 D.3.] [Temp 4.1 A.3.]

Shift Preference

1. Shift preference for job openings having identical duties and responsibilities is given in order of occupational unit seniority. This is not applicable in units where the practice is to rotate shift assignments on a regular basis. [AFSCME Police Work Sched B.4.a.] [AFSCME Service 6.3 B.5.a.] [CWA 5.1 F.] [PA/SS 4.3 I.]

   a. For AFSCME Service covered employees, once shift preference has been exercised for a given job vacancy, the employee must wait until another job vacancy occurs to again exercise his or her shift preference based on his or her occupational unit seniority. [AFSCME Service 6.3 B.5.b.]

   b. For AFSCME Police covered positions, in the event that a campus department utilizes a shift bid process, the following must occur: [AFSCME Police Work Sched B.4.b.]

      i. The shift bid process will take place at least annually. [AFSCME Police Work Sched B.4.b.i.]
ii. The shift bid results must be provided to employees at least 60 days prior to the shift effective dates. [AFSCME Police Work Sched B.4.b.ii.]

iii. The shift bid priority is based on occupational unit seniority (which includes occupational seniority of transferred employees). [AFSCME Police Work Sched B.4.b.iii.]

Rest Periods for Support, Service, and Temporary employees

1. Efforts will be made to permit employees to take rest periods. [AFSCME Police Work Sched. B. 2.a.] [AFSCME Service 6.3 B.2.a.] [CWA 5.1 C.1.] [PA/SS 4.3 G.1. in part] [Temp 4.1 C.1.]
   a. Reasonable breaks are normally 15 minutes during each half day of work. [CWA 5.1 C.1.a.] [PA/SS 4.3 G.1. in part]
   i. For AFSCME Police and AFSCME Service covered employees, this includes during overtime periods, if possible. [AFSCME Police Work Sched B.2.a.] [AFSCME Service 6.3 B.2.b.]

2. For employees required to work in adverse conditions, i.e., extreme heat or cold or noxious fumes, it may be advisable to schedule additional break periods. Such a decision is a matter within the discretion of the supervisor on the scene. [AFSCME Service 6.3 C.2.b.] [CWA 5.1 C.3.] [PA/SS 4.3 G.1 in part] [Temp 4.1 C.3.]

3. Time allowed for rest periods is not cumulative, is not intended to cover late arrival or early departure, nor can it be saved for later use. [AFSCME Police Work Sched. B.2.b. in part] [AFSCME Service 6.3 B.2.b.] [CWA 5.1 C.4. in part] [PA/SS 4.3 G.1 & 2.a.-b.] [Temp 4.1 C.4.]

4. Breaks should be scheduled so that the efficiency of the work unit does not suffer. This can be accomplished by staggering the times for rest periods so that all employees in the department or within the work group are not taking a break at the same time. [AFSCME Service 6.3 C.2.a.] [CWA 5.1 C.2.] [PA/SS 4.3 G.1 in part] [Temp 4.1 C.2. & D.]

Meal Breaks

1. For AFSCME Police covered employees, an officer who works more than six consecutive hours will receive a paid meal break that is built into the shift. Police Service employees are expected to be available at all times during the meal break. [AFSCME Police Work Sched B.3.a.]

2. For all other Support, Service, Overtime Eligible Professional Staff and Temporary employees, they should not be required to work more than six consecutive hours without a minimum of a one-half hour lunch period free from the job, unless mutually agreed to by the employee and the supervisor, see 3 below for further information. [AFSCME Service 6.3 B.3.a. in part] [CWA 5.1 D. in part] [PA/SS 4.3 G.1. in part]
   a. AFSCME Service covered employees receive one-half hour off for lunch each day, unless a department has established a different schedule. The University will provide an appropriate place for employees to eat their lunches. [AFSCME Service 6.3 B.3.a. in part]
b. CWA Support Staff; and Non-Union Support, Service and Overtime Eligible Professional Staff covered employees, receive one hour off for lunch each day, unless a department has established a different schedule. [PA/SS 4.3 E.1. in part]

3. By mutual agreement between the employee and the supervisor, an employee can work more than six consecutive hours without an unpaid lunch break of 30 minutes or more, either as an occasional adjustment to the work schedule or on a regular basis as part of an alternative or flexible work schedule. In these situations, every effort should be made to provide the employee a fifteen (15) minute rest period. See the Alternative Work Schedules Policy for more information. [AFSCME Service 6.3 B.3.b.]

On-campus meeting attendance for AFSCME Service

It occasionally becomes necessary for employees whose normal shift begins between 4:00 p.m. and 4:00 a.m. to attend University-related meetings during the day. When the presence of an employee is required at a University-related meeting during the hours that the employee is normally scheduled off, the time actually spent in such meetings shall be compensated with supervisory approval, with compensatory time off. Such compensatory time shall be scheduled, if practical, by late arrival or early departure on the shift immediately preceding or immediately following the meeting. It is the department’s decision to pay or grant the time off. [AFSCME Service 6.3 C.4.a.]

Off-campus work and travel time

1. When departments require a Staff employee to perform a work assignment off campus or outside normal work hours, departments should adhere to the provisions below when determining the employee’s eligibility for pay. [AFSCME Police Work Sched. C.3.a. in part] [AFSCME Service 6.3 C.4.a.] [AFSCME Service 6.3 C.5.a. in part] [CWA 4.3 F.1. in part] [CWA 5.4 A.1.] [PA/SS 4.3 F.1. in spirit] [PA/SS 4.3 F.4.d.v. in spirit] [Temp 4.1 F.1.] [Temp 4.1 F.1.d.dot#5] [Temp 4.1 G.1.]
   a. Work-related assignments such as attending a class, conference, meeting, etc. apply. See 2. below.
   c. Travel time during hours that are normal work hours during the week but which occurs on a day normally scheduled off is work time. [PA/SS 4.3 F.4.d.iv.] [Temp 4.1 F.4.d.subsection]
   d. Driving that the employee is required to perform is always work time. [PA/SS 4.3 F.4.d.i.] [Temp 4.1 F.4.d.subsection]
   e. Work performed while traveling is always work time. [PA/SS 4.3 F.4.d.ii.] [Temp 4.1 F.4.d.subsection]
   f. Special Provisions:
      i. For AFSCME Police, AFSCME Service, and CWA Support Staff, travel time in excess of the time required to travel from the employee's residence to his/her normal work station, provided it is outside of the normal daily work
schedule, should be considered as hours worked. [AFSCME Police Work Sched. C.3.a.ii.] [AFSCME Service 6.3 C.5.a.ii.] [CWA 5.4 A.3.]

ii. Non-Union Support and Service, and Overtime Eligible Professional Staff covered employees; and Temporary employees, when a Staff employee who regularly works in one city is given a special one-day assignment in another city and returns home the same day, the time spent traveling to and returning from the other city in excess of the time the employee would normally spend commuting to the regular work site is work time. [CWA 5.4 A.2. in part] [PA/SS 4.3 F.4.c.] [Temp 4.1 F.4.c.]

g. Any break in such travel time for meals is not compensable and should be subtracted out of the hours worked. [AFSCME Police Work Sched. C.3.a.iii.] [AFSCME Service 6.3 C.5.a.iii.] [CWA 5.4 A.2. in part] [CWA 5.4 A.3.a.] [PA/SS 4.3 F.4.d.vi.] [Temp 4.1 F.4.d.subsection]

h. If such travel should require overnight lodging, the time that the employee is free to "come and go" as s/he pleases including attending voluntary social events presented as part of the conference, is not considered as time worked. [AFSCME Police Work Sched. C.3.a.iv.] [AFSCME Service 6.3 C.5.a.iv.] [CWA 5.4 A.4.] [PA/SS 4.3 F.3.] [PA/SS 4.3 F.4.d.vii.] [Temp 4.1 F.3.] [Temp 4.1 F.4.d. and its subsections]

i. Home/Work Travel: An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary commuting, which is not work time. [PA/SS 4.3 F.4.a.] [Temp 4.1 F.4.b.]

j. Travel time not covered above is not work time. [PA/SS 4.3 F.4.d.v.] [Temp 4.1 F.4.d.subsection]

2. Approved attendance at lectures, meetings, training programs and similar activities is work time if one or more of the following occur: [AFSCME Police Work Sched. C.3.b.] [AFSCME Service 6.3 C.5.b.] [CWA 6.5 C.1 and its subparts in spirit] [PA/SS 4.3 F.2.] [Temp 4.1 F.2. in part]

a. Attendance is during normal work hours. [AFSCME Police Work Sched. C.3.b.i.] [AFSCME Service 6.3 C.5.b.i.] [PA/SS 4.3 F.2.a.] [Temp 4.1 F.2. in part]

b. Attendance is required by the university. [AFSCME Police Work Sched. C.3.b.ii.] [AFSCME Service 6.3 C.5.b.ii.] [PA/SS 4.3 F.2.b.] [Temp 4.1 F.2. in part]

c. The event is work related. [AFSCME Police Work Sched. C.3.b.iii.] [AFSCME Service 6.3 C.5.b.iii.] [PA/SS 4.3 F.2.c.] [Temp 4.1 F.2. in part]

d. University work is performed. [AFSCME Police Work Sched. C.3.b.iv.] [AFSCME Service 6.3 C.5.b.iv.] [PA/SS 4.3 F.2.c.] [Temp 4.1 F.2. in part]

3. Employees can obtain current information concerning reimbursement entitlements and procedures from the departmental account manager or Travel Management Services. [CWA 5.4 B and its subparts in spirit]

**Uniform change time**

1. Employees who are required to wear uniforms, but who are not permitted to wear uniforms to and from work, are allowed ten minutes in the scheduled work period for
changing into and out of uniforms. [AFSCME Service 6.3 B.4.a.] [CWA 5.1 E.] [PA/SS 4.3 H.] [Temp 4.1 E.]

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**Reason for Policy**

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, and record-keeping standards for the United States. Indiana University supplements the Act with policies on matters that are not covered in the FLSA, such as certain work hour rules, rest periods and lunch breaks. The purpose of this policy is to describe both the FLSA and University rules and regulations on these topics. [PA/SS 4.3 A.]

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**Sanctions**

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

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**History**

Replaces the following policies

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<th>Policy</th>
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<td>CWA 5.4</td>
<td>Travel Compensation and Reimbursement</td>
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<tr>
<td>Temp 4.1</td>
<td>Work Schedules, Hours, and Uniforms</td>
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Replaces parts of the following policies

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<tr>
<td>AFSCME Police</td>
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- B.1.b.
- B. 2.a.
- B.2.b.
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Policy Statement

Procedure

Sanctions

History

Scope

This policy applies to all AFSCME Service and CWA Staff employees.

Policy Statement

1. Indiana University recognizes its responsibility to provide a safe and healthful working environment. This shall include making reasonable efforts to promptly investigate and address health and safety issues, not requiring employees to perform tasks that are dangerous to their health and safety without adequate training and safety equipment as determined by applicable state and federal laws, and making readily accessible information on hazardous materials. All department heads, administrators, and supervisors are recognized as having unique facilitative responsibilities in accomplishing this mission.

2. The departments of Environmental Health and Safety; University Human Resource Services; Office of Insurance, Loss Control & Claims, and other university designated experts have the responsibility to provide technical and regulatory assistance and information to all departments and units to accomplish this mission.

3. All Staff employees have a responsibility to cooperate with the university in achieving this mission. This includes making reasonable efforts to promptly report health and safety issues. The university will promptly investigate and address such health and safety issues.

4. No department head, administrator or supervisor shall prevent or attempt to dissuade an employee from seeking assistance or information concerning workplace health or safety issues.

5. Safety Committees provide a means for active participation of Staff, their representatives, and management personnel to assist IU in achieving a safe and healthful workplace.
6. The Unions recognize their responsibility to cooperate with the University in maintaining and improving a safe and healthful working environment.

Procedure

Dangerous conditions requiring immediate attention

1. In a dangerous, emergency situation, the employee should call 9-1-1. (In situations involving serious injury, the need for rescue, fire, or other emergencies that require the intervention of emergency response personnel, employees should immediately call 9-1-1.)
2. Where a dangerous working condition exists that requires immediate corrective action, the employee shall notify the supervisor at once. See also the section below on refusal of unsafe or dangerous work assignments.
3. The supervisor shall take immediate action to correct or minimize the hazard to a reasonable standard of safety. The supervisor shall notify the dean or director of the supervisor.
4. If corrective action is not taken immediately by the supervisor, or the action taken does not minimize the hazard to a reasonable standard of safety, the employee shall notify the campus Environmental Health & Safety (EH&S) office.
5. The campus EH&S office will document the report of a dangerous working condition and designate the appropriate individual to go to the scene immediately, evaluate the situation, make a judgment, and document and communicate the decision on appropriate action to the employee, the supervisor, and the dean or director.
6. For AFSCME Service at Bloomington:
   a. The campus EH&S office will inform the Bloomington Joint Safety Committee (JSC), at the next regularly scheduled JSC meeting, of the report of a dangerous working condition and the decision of EH&S regarding appropriate action taken.
   b. The JSC will review the information related to the dangerous working condition and determine whether the situation has been satisfactorily resolved or if additional investigation and actions are necessary. If the JSC determines that additional investigation is needed, then it will decide what actions are to be taken to reach a consensus at the following regularly scheduled JSC meeting.
   c. In the case of impasse the matter shall be submitted to the Director of Environmental Health and Safety office at Bloomington for resolution.
7. For CWA covered Support Staff:
   a. Employees who find themselves in a situation described below may ask their supervisor to review the unsafe task or condition. Employees and supervisors are encouraged to resolve the situation before requesting an outside review.
      i. A situation which directs an employee to perform work that is unsafe or dangerous beyond the normal hazards of the occupation.
      ii. A situation which directs an employee to perform work without adequate training or protective equipment required by applicable laws.

Refusal of unsafe or dangerous work assignments

1. For AFSCME Service covered employees:
   a. An employee or group of employees who refuse a work assignment because of a reasonable belief that to perform such work would endanger his/her physical safety beyond the normal hazards of the occupation or violates governmental safety standards, should use the complaint procedure set forth in the section on “Dangerous conditions requiring immediate attention” above.
   b. Employees, including the employee or employees who refused the work assignment shall not be required to resume the disputed work until either the alleged hazard is corrected or a determination has been made by a qualified person from the campus EH&S office stating the work is not unsafe or dangerous.
   c. No employee who refuses to perform work in accordance with this section shall be disciplined or retaliated against or lose the right to perform the work once the hazardous condition has been corrected.
d. Pending the decision by the University concerning the work in question or the removal of the hazardous conditions, such employees may be assigned to any other work that is available, without loss of pay or benefits.

2. For CWA covered employees, while a work situation is under review, the employee is not required to perform the work in question, as long as the employee provides a reasonable basis for their belief that the work would endanger their personal safety.

Unsafe conditions not requiring immediate attention

1. For AFSCME Service covered employees:
   a. Where a working condition is thought to be unsafe, or potentially unsafe, but does not require immediate corrective action, employees and supervisors shall first work together informally to correct the unsafe working condition.
   b. At Bloomington, when this informal process does not resolve the issue, the following procedure shall be used:
      i. The employee(s) shall fill out an Unsafe Working Conditions form (also available as a PDF), being as detailed and specific as possible. The employee(s) shall note the location and cause of the unsafe condition and the actions which should be taken to correct the condition. The employee(s) should then give the form to the immediate supervisor.
      ii. The supervisor shall have five (5) working days to investigate and respond in writing to the complaint of unsafe working conditions and take whatever corrective action, if any, needs to be taken. The supervisor shall consult with department management before preparing the written response.
      iii. If the employee(s) disagrees with the action taken by the supervisor, or if no action is taken, the employee shall have three (3) working days to appeal to the campus Environmental Health & Safety (EH&S) office.
      iv. The campus EH&S office shall have five (5) working days to investigate the matter and take whatever corrective action, if any, is needed. The campus EH&S office will inform the Bloomington Joint Safety Committee (JSC) at the next regularly scheduled JSC meeting regarding the complaint of an unsafe working condition and the decision of the campus EH&S office regarding appropriate corrective action taken.
      v. If the employee(s) disagrees with the action taken by EH&S, or if no action is taken, the employee shall have three (3) working days to appeal to the Bloomington Joint Safety Committee.
      vi. The Bloomington Joint Safety Committee shall consider the matter at its next regularly scheduled meeting. JSC will review the information related to the unsafe working condition and reach a consensus regarding whether the situation has been satisfactorily resolved or if additional investigation and actions are necessary. If the JSC determines that additional investigation is needed, then it will decide what actions are to be taken to reach a consensus at the following regularly scheduled JSC meeting. The Joint Safety Committee shall respond in writing to all complaints brought to its attention.
      vii. In the case of an impasse the matter shall be submitted to the Director of Environmental Health and Safety office at Bloomington for resolution.
   c. At IUPUI, employees who observe an unsafe working condition which does not appear to require immediate corrective action should complete an Unsafe Working Conditions report being as detailed as possible. The form is to be given to the immediate supervisor.
      i. The supervisor has three (3) working days to investigate the matter and take appropriate corrective action as needed.
      ii. If the employees disagree with the action taken, or if the supervisor takes no action, they will then have two (2) working days to appeal to the dean or director.
      iii. The dean or director has five (5) working days to investigate the matter and take whatever corrective action is needed.
      iv. If the employees disagree with the action taken by the dean or director, or if no action is taken, they have two (2) working days to appeal to the campus-wide Safety Committee (see the Safety Committee policy) by notifying the committee chairperson.
v. The campus-wide Safety Committee will have five (5) working days to meet, investigate the matter and take appropriate corrective action as needed. The committee will issue a written response to all complaints brought to its attention.

d. At South Bend, employees who observe an unsafe working condition which does not appear to require immediate corrective action, should complete an Unsafe Working Conditions report being as detailed as possible. The form is to be given to the immediate supervisor.
   i. The supervisor has five (5) working days to investigate the matter and take appropriate corrective action as needed.
   ii. If the employees disagree with the action taken, or if the supervisor takes no action, they will then have two (2) working days to appeal to the dean or director.
   iii. The dean or director has five (5) working days to investigate the matter and take whatever corrective action is needed.
   iv. If the employees disagree with the action taken by the dean or director, or if no action is taken, they have two (2) working days to appeal to the campus EH&S office.
   v. The campus EH&S office will have five (5) working days to initiate an investigation of the matter. The campus EH&S office will inform the department and the employee of its conclusions and actions.

2. For CWA covered employees:
   a. At Bloomington, if no resolution between the employee and supervisor occurs, then the employee or supervisor may request a review of the situation by filing a Safety Suggestion Report with Environmental Health and Safety and the IU/CWA Safety Committee. This form is also available from the following sources: IU/CWA Safety Committee, HR representatives, CWA representatives, or Environmental Health and Safety.
   b. At Northwest, the employee or supervisor should contact the manager of Environmental Health and Safety.
   c. Environmental Health and Safety or other university designated expert will make the final determination as to whether the work is safe. They will also determine which safety standards apply to the given situation.

Toxic substances

1. For AFSCME Service and CWA covered employees:
   a. In accordance with the Indiana University Hazard Communication Program, whenever a substance is identified as being toxic, prior to any clean up or removal of the substance, the university will make a determination of the following:
      i. The nature of the substance and its toxic properties
      ii. The safe and recommended method of working with the substance, including the appropriate personal protective equipment necessary to work with the substance
   b. The university will supply a copy of the information to the affected employees and to the union president. Any clean-up will be under the supervision of an industrial hygienist, or other similarly qualified professional, who will have the authority to immediately stop work to protect the safety and health of workers, or to prevent harm to the environment.

Cumulative trauma

1. For CWA covered employees:
   a. Cumulative/repetitive trauma is "an injury which occurs to parts of the body after repetitive stress without sufficient time allowed for healing between the occurrences of injury."
   b. The CWA and management work cooperatively and constructively to reduce risk factors for cumulative trauma. This includes training to assist CWA representatives and supervisors on how to evaluate and address potential problems in the workplace.
   c. The IU/CWA Safety Committee develops and distributes information concerning practical techniques for reducing the risk factors for cumulative trauma.
   d. The office of Worker's Compensation publishes a set of guidelines, available from each department or from Worker's Compensation, for reviewing cumulative trauma claims.
Inadequate air quality

1. For CWA covered employees:
   a. In the case of a problem of inadequate air quality, an employee can contact the appropriate campus department as identified below.
      i. The following types of complaints should be referred to the Physical Plant or the maintenance personnel of the specific building zone: draftiness, lack of air or "stuffy" air, dirt or particles coming out of the vent system, and visible mold growth.
      ii. All other complaints can be addressed to Environmental Health and Safety. These include but are not limited to unusual odors (chemical and exhaust-type smells) and sickness associated with one's occupancy of a building.

IU Safety Committees

1. For ASCME Service covered employees:
   a. At Bloomington, Committee composition
      i. A Joint Safety Committee composed of the following will be appointed to meet monthly to discuss safety and health matters:
         • Five (5) AFSCME appointees
         • Five (5) University administration members
      ii. Committee specifics
         • University Human Resource Services will coordinate the committee appointments.
         • Clerical support for the committee will be provided as needed.
         • Environmental Health and Safety will provide technical support for the committee when requested.
         • The Chairperson of the committee shall rotate semi-annually between an AFSCME appointee and an Administration appointee.
   b. At IUPUI, Campus-wide safety committee
      i. A campus-wide safety committee will be established by Environmental Health and Safety. A representative from AFSCME is to be included on this committee.
      ii. The committee will be chaired by a representative of Environmental Health and Safety and will be convened as necessary to address health and safety issues.
      iii. The committee’s objectives will be determined by its members; however, in general the committee will be responsible for:
         • Making policy recommendations on safety issues
         • Establishing a process to handle non-emergency safety complaints
         • Reviewing specific non-emergency situations
         • Conducting after-action reviews to evaluate responses to emergency situations
         • Providing input on specific safety programs
   c. At South Bend, there is no stand-alone safety committee. See the Unsafe Working Conditions for the procedures for addressing workplace safety concerns.

2. For CWA covered employees:
   a. At each campus, Bloomington and Northwest, a joint IU/CWA Safety Committee provides a means for active participation of staff, their representatives, and management personnel to assist IU in achieving a safe and healthful workplace.
      i. The committee consists of three (3) representatives appointed by the administration and three (3) representatives appointed by CWA.
      ii. The goals of the committee include the areas of promoting wellness, investigating complaints, and accountability.
iii. The committee operates within a joint set of bylaws.

iv. A supervisor of a Safety Committee is encouraged, when work requirements permit, to release the Safety Committee member to investigate a safety complaint. The Safety Committee member is expected to conduct such an investigation in an expeditious manner and return to work as soon as possible.

b. For more information about the committee and its goals and objectives, contact the campus Human Resources office or a CWA representative.

Indiana Occupational Safety and Health Administration (IOSHA) inspections

1. For all AFSCME Service and CWA covered Staff, should a compliance officer from IOSHA determine that a Union representative should accompany the compliance officer on an inspection of an IU facility or worksite, and/or to participate in opening and/or closing conferences, the Office of Environmental Health and Safety will contact the designated CWA representative.

2. The supervisor will make every effort to release the employee and without loss of pay.

3. AFSCME Service and CWA will be responsible for providing to Environmental Health and Safety an up-to-date list of union representatives, listed in the order in which they are to be contacted.

4. Each union contact should maintain a copy of said list and will provide to her/his supervisor in the event of a request by IOSHA to participate.

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

<table>
<thead>
<tr>
<th>AFSCME Service</th>
<th>10.7 - Safety Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME Service</td>
<td>10.8 - Workplace Safety</td>
</tr>
<tr>
<td>CWA</td>
<td>7.1 - Health and Safety</td>
</tr>
</tbody>
</table>
Workplace Safety

Scope

This policy applies to all AFSCME Service and CWA Staff employees.

Policy Statement

1. Indiana University recognizes its responsibility to provide a safe and healthful working environment. This shall include making reasonable efforts to promptly investigate and address health and safety issues, not requiring employees to perform tasks that are dangerous to their health and safety without adequate training and safety equipment as determined by applicable state and federal laws, and making readily accessible information on hazardous materials. [AFSCME Service 10.8 B.1.] All department heads, administrators, and supervisors are recognized as having unique facilitative responsibilities in accomplishing this mission. [CWA 7.1 A.1.] [CWA 7.1 A.4.]

2. The departments of Environmental Health and Safety; University Human Resource Services; Office of Insurance, Loss Control & Claims, and other university designated experts have the responsibility to provide technical and regulatory assistance and information to all departments and units to accomplish this mission. [CWA 7.1 A.2.] [CWA 7.1 A.4.]

3. All Staff employees have a responsibility to cooperate with the university in achieving this mission. This includes making reasonable efforts to promptly report health and safety issues. The university will promptly investigate and address such health and safety issues. [CWA 7.1 A.3.]

4. No department head, administrator or supervisor shall prevent or attempt to dissuade an employee from seeking assistance or information concerning workplace health or safety issues. [CWA 7.1 A.3.a.]

5. Safety Committees provides a means for active participation of Staff, their representatives, and management personnel to assist IU in achieving a safe and healthful workplace. [AFSCME Service 10.7 B.]

6. The Unions recognize their responsibility to cooperate with the University in maintaining and improving a safe and healthful working environment. [AFSCME Service 10.8 B.2.] [CWA 7.1 A.3.]
Procedures

Dangerous conditions requiring immediate attention

1. In a dangerous, emergency situation, the employee should call 9-1-1. (In situations involving serious injury, the need for rescue, fire, or other emergencies that require the intervention of emergency response personnel, employees should immediately call 9-1-1.) [AFSCME Service 10.8 C.1.a.]

2. Where a dangerous working condition exists that requires immediate corrective action, the employee shall notify the supervisor at once. See also the section below on refusal of unsafe or dangerous work assignments. [AFSCME Service 10.8 C.1.b.]

3. The supervisor shall take immediate action to correct or minimize the hazard to a reasonable standard of safety. The supervisor shall notify the dean or director of the supervisor. [AFSCME Service 10.8 C.1.c.]

4. If corrective action is not taken immediately by the supervisor, or the action taken does not minimize the hazard to a reasonable standard of safety, the employee shall notify the campus Environmental Health & Safety (EH&S) office. [AFSCME Service 10.8 C.1.d.]

5. The campus EH&S office will document the report of a dangerous working condition and designate the appropriate individual to go to the scene immediately, evaluate the situation, make a judgment, and document and communicate the decision on appropriate action to the employee, the supervisor, and the dean or director. [AFSCME Service 10.8 C.1.e.]

6. At AFSCME Service at Bloomington:
   a. The campus EH&S office will inform the Bloomington Joint Safety Committee (JSC), at the next regularly scheduled JSC meeting, of the report of a dangerous working condition and the decision of EH&S regarding appropriate action taken. [AFSCME Service 10.8 C.1.f.]
   b. The JSC will review the information related to the dangerous working condition and determine whether the situation has been satisfactorily resolved or if additional investigation and actions are necessary. If the JSC determines that additional investigation is needed, then it will decide what actions are to be taken to reach a consensus at the following regularly scheduled JSC meeting. [AFSCME Service 10.8 C.1.f.i.]
   c. In the case of impasse the matter shall be submitted to the Director of Environmental Health and Safety office at Bloomington for resolution. [AFSCME Service 10.8 C.1.f.ii.]

7. For CWA covered Support Staff:
   a. Employees who find themselves in a situation described below may ask their supervisor to review the unsafe task or condition. Employees and supervisors are encouraged to resolve the situation before requesting an outside review. [CWA 7.1 Pro 1.]
      i. A situation which directs an employee to perform work that is unsafe or dangerous beyond the normal hazards of the occupation. [CWA 7.1 Pro 1.a.]
A situation which directs an employee to perform work without adequate training or protective equipment required by applicable laws. [CWA 7.1 Pro 1.b.]

Refusal of unsafe or dangerous work assignments

1. For AFSCME Service covered employees:
   b. An employee or group of employees who refuse a work assignment because of a reasonable belief that to perform such work would endanger his/her physical safety beyond the normal hazards of the occupation or violates governmental safety standards, should use the complaint procedure set forth in the section on “Dangerous conditions requiring immediate attention” above. [AFSCME Service 10.8 C.2.a.]
   c. Employees, including the employee or employees who refused the work assignment shall not be required to resume the disputed work until either the alleged hazard is corrected or a determination has been made by a qualified person from the campus EH&S office stating the work is not unsafe or dangerous. [AFSCME Service 10.8 C.2.b.]
   d. No employee who refuses to perform work in accordance with this section shall be disciplined or retaliated against or lose the right to perform the work once the hazardous condition has been corrected. [AFSCME Service 10.8 C.2.c.]
   e. Pending the decision by the University concerning the work in question or the removal of the hazardous conditions, such employees may be assigned to any other work that is available, without loss of pay or benefits. [AFSCME Service 10.8 C.2.d.]

2. For CWA covered employees, while a work situation is under review, the employee is not required to perform the work in question, as long as the employee provides a reasonable basis for their belief that the work would endanger their personal safety. [CWA 7.1 Pro 3.a.]

Unsafe conditions not requiring immediate attention

1. For AFSCME Service covered employees:
   a. Where a working condition is thought to be unsafe, or potentially unsafe, but does not require immediate corrective action, employees and supervisors shall first work together informally to correct the unsafe working condition. [AFSCME Service 10.8 C.3.a.]
   b. At Bloomington, when this informal process does not resolve the issue, the following procedure shall be used: [AFSCME Service 10.8 C.3.b.]
      i. The employee(s) shall fill out an Unsafe Working Conditions form (also available as a PDF), being as detailed and specific as possible. The employee(s) shall note the location and cause of the unsafe condition and the actions which should be taken to correct the condition. The employee(s) should then give the form to the immediate supervisor. [AFSCME Service 10.8 C.3.b.i.]
      ii. The supervisor shall have five (5) working days to investigate and respond in writing to the complaint of unsafe working conditions and
take whatever corrective action, if any, needs to be taken. The supervisor shall consult with department management before preparing the written response. [AFSCME Service 10.8 C.3.b.ii.]

iii. If the employee(s) disagrees with the action taken by the supervisor, or if no action is taken, the employee shall have three (3) working days to appeal to the campus Environmental Health & Safety (EH&S) office. [AFSCME Service 10.8 C.3.b.iii.]

iv. The campus EH&S office shall have five (5) working days to investigate the matter and take whatever corrective action, if any, is needed. The campus EH&S office will inform the Bloomington Joint Safety Committee (JSC) at the next regularly scheduled JSC meeting regarding the complaint of an unsafe working condition and the decision of the campus EH&S office regarding appropriate corrective action taken. [AFSCME Service 10.8 C.3.b.iv.]

v. If the employee(s) disagrees with the action taken by EH&S, or if no action is taken, the employee shall have three (3) working days to appeal to the Bloomington Joint Safety Committee. [AFSCME Service 10.8 C.3.b.v.]

vi. The Bloomington Joint Safety Committee shall consider the matter at its next regularly scheduled meeting. JSC will review the information related to the unsafe working condition and reach a consensus regarding whether the situation has been satisfactorily resolved or if additional investigation and actions are necessary. If the JSC determines that additional investigation is needed, then it will decide what actions are to be taken to reach a consensus at the following regularly scheduled JSC meeting. The Joint Safety Committee shall respond in writing to all complaints brought to its attention. [AFSCME Service 10.8 C.3.b.vi.]

vii. In the case of an impasse the matter shall be submitted to the Director of Environmental Health and Safety office at Bloomington for resolution. [AFSCME Service 10.8 C.3.b.vii.]

c. At IUPUI, employees who observe an unsafe working condition which does not appear to require immediate corrective action should complete an Unsafe Working Conditions report being as detailed as possible. The form is to be given to the immediate supervisor. [AFSCME Service 10.8 C.3.c.]

i. The supervisor has three (3) working days to investigate the matter and take appropriate corrective action as needed. [AFSCME Service 10.8 C.3.c.i.]

ii. If the employees disagree with the action taken, or if the supervisor takes no action, they will then have two (2) working days to appeal to the dean or director. [AFSCME Service 10.8 C.3.c.ii.]

iii. The dean or director has five (5) working days to investigate the matter and take whatever corrective action is needed. [AFSCME Service 10.8 C.3.c.iii.]

iv. If the employees disagree with the action taken by the dean or director, or if no action is taken, they have two (2) working days to appeal to the campus-wide Safety Committee (see the Safety Committee policy)
by notifying the committee chairperson. [AFSCME Service 10.8 C.3.c.iv.]

v. The campus-wide Safety Committee will have five (5) working days to meet, investigate the matter and take appropriate corrective action as needed. The committee will issue a written response to all complaints brought to its attention. [AFSCME Service 10.8 C.3.c.v.]

d. At South Bend, employees who observe an unsafe working condition which does not appear to require immediate corrective action, should complete an Unsafe Working Conditions report being as detailed as possible. The form is to be given to the immediate supervisor. [AFSCME Service 10.8 C.3.d.]

i. The supervisor has five (5) working days to investigate the matter and take appropriate corrective action as needed. [AFSCME Service 10.8 C.3.d.i.]

ii. If the employees disagree with the action taken, or if the supervisor takes no action, they will then have two (2) working days to appeal to the dean or director. [AFSCME Service 10.8 C.3.d.ii.]

iii. The dean or director has five (5) working days to investigate the matter and take whatever corrective action is needed. [AFSCME Service 10.8 C.3.d.iii.]

iv. If the employees disagree with the action taken by the dean or director, or if no action is taken, they have two (2) working days to appeal to the campus EH&S office. [AFSCME Service 10.8 C.3.d.iv.]

v. The campus EH&S office will have five (5) working days to initiate an investigation of the matter. The campus EH&S office will inform the department and the employee of its conclusions and actions. [AFSCME Service 10.8 C.3.d.v.]

2. For CWA covered employees:

a. At Bloomington, if no resolution between the employee and supervisor occurs, then the employee or supervisor may request a review of the situation by filing an Unsafe Working Conditions Report or a Safety Suggestion Report with Environmental Health and Safety and the IU/CWA Safety Committee. These forms are also available from the following sources: IU/CWA Safety Committee, HR representatives, CWA representatives, or Environmental Health and Safety. [CWA 7.1 Pro 2.]

b. At Northwest, the employee or supervisor should contact the manager of Environmental Health and Safety. [CWA 7.1 Pro 2.a.]

c. Environmental Health and Safety or other university designated expert will make the final determination as to whether the work is safe. They will also determine which safety standards apply to the given situation. [CWA 7.1 Pro 3.]

**Toxic substances**

1. For AFSCME Service and CWA covered employees:

a. In accordance with the Indiana University Hazard Communication Program, whenever a substance is identified as being toxic, prior to any clean up or removal of the substance, the university will make a determination of the following: [CWA 7.1 E.1.]
i. The nature of the substance and its toxic properties [CWA 7.1 E.1.a.]

ii. The safe and recommended method of working with the substance, including the appropriate personal protective equipment necessary to work with the substance [CWA 7.1 E.1.b.]

b. The university will supply a copy of the information to the affected employees and to the union president. Any clean-up will be under the supervision of an industrial hygienist, or other similarly qualified professional, who will have the authority to immediately stop work to protect the safety and health of workers, or to prevent harm to the environment. [CWA 7.1 E.2.]

### Cumulative trauma

1. For CWA covered employees:
   a. Cumulative/repetitive trauma is "an injury which occurs to parts of the body after repetitive stress without sufficient time allowed for healing between the occurrences of injury." [CWA 7.1 C.1.]
   b. The CWA and management work cooperatively and constructively to reduce risk factors for cumulative trauma. This includes training to assist CWA representatives and supervisors on how to evaluate and address potential problems in the workplace. [CWA 7.1 C.2.]
   c. The IU/CWA Safety Committee develops and distributes information concerning practical techniques for reducing the risk factors for cumulative trauma. [CWA 7.1 C.3.]
   d. The office of Worker's Compensation publishes a set of guidelines, available from each department or from Worker's Compensation, for reviewing cumulative trauma claims. [CWA 7.1 C.4.]

### Inadequate air quality

1. For CWA covered employees:
   a. In the case of a problem of inadequate air quality, an employee can contact the appropriate campus department as identified below. [CWA 7.1 D.1.]
      i. The following types of complaints should be referred to the Physical Plant or the maintenance personnel of the specific building zone: draftiness, lack of air or "stuffy" air, dirt or particles coming out of the vent system, and visible mold growth. [CWA 7.1 D.1.a.]
      ii. All other complaints can be addressed to Environmental Health and Safety. These include but are not limited to unusual odors (chemical and exhaust-type smells) and sickness associated with one's occupancy of a building. [CWA 7.1 D.1.b.]

### IU Safety Committee

1. For ASCME Service covered employees:
   a. At Bloomington, Committee composition [AFSCME (BL, IN, SB) 10.7 C.1.]
A Joint Safety Committee composed of the following will be appointed to meet monthly to discuss safety and health matters: [AFSCME (BL, IN, SB) 10.7 C.1.a.]

- Five (5) AFSCME appointees [AFSCME (BL, IN, SB) 10.7 C.1.a.i.]
- Five (5) University administration members [AFSCME (BL, IN, SB) 10.7 C.1.a.ii.]

Committee specifics [AFSCME (BL, IN, SB) 10.7 C.1.b.]

- University Human Resource Services will coordinate the committee appointments. [AFSCME (BL, IN, SB) 10.7 C.1.b.i.]
- Clerical support for the committee will be provided as needed. [AFSCME (BL, IN, SB) 10.7 C.1.b.iii.]
- Environmental Health and Safety will provide technical support for the committee when requested. [AFSCME (BL, IN, SB) 10.7 C.1.b.iv.]
- The Chairperson of the committee shall rotate semi-annually between an AFSCME appointee and an Administration appointee. [AFSCME (BL, IN, SB) 10.7 C.1.b.v.]

At IUPUI, Campus-wide safety committee [AFSCME (BL, IN, SB) 10.7 C.2.]

- A campus-wide safety committee will be established by Environmental Health and Safety. A representative from AFSCME is to be included on this committee. [AFSCME (BL, IN, SB) 10.7 C.2.a.]
- The committee will be chaired by a representative of Environmental Health and Safety and will be convened as necessary to address health and safety issues. [AFSCME (BL, IN, SB) 10.7 C.2.b.]
- The committee’s objectives will be determined by its members; however, in general the committee will be responsible for: [AFSCME (BL, IN, SB) 10.7 C.2.c.]
  - Making policy recommendations on safety issues [AFSCME (BL, IN, SB) 10.7 C.2.c.i.]
  - Establishing a process to handle non-emergency safety complaints [AFSCME (BL, IN, SB) 10.7 C.2.c.ii.]
  - Reviewing specific non-emergency situations [AFSCME (BL, IN, SB) 10.7 C.2.c.iii.]
  - Conducting after-action reviews to evaluate responses to emergency situations [AFSCME (BL, IN, SB) 10.7 C.2.c.iv.]
  - Providing input on specific safety programs [AFSCME (BL, IN, SB) 10.7 C.2.c.v.]

At South Bend, there is no stand-alone safety committee. See the Unsafe Working Conditions for the procedures for addressing workplace safety concerns. [AFSCME (BL, IN, SB) 10.7 C.3.]

For CWA covered employees:

- At each campus, Bloomington and Northwest, a joint IU/CWA Safety Committee provides a means for active participation of staff, their representatives, and management personnel to assist IU in achieving a safe and healthful workplace. [CWA 7.1 B.1.]
i. The committee consists of three (3) representatives appointed by the administration and three (3) representatives appointed by CWA. [CWA 7.1 B.1.a.]

ii. The goals of the committee include the areas of promoting wellness, investigating complaints, and accountability. [CWA 7.1 B.1.b.]

iii. The committee operates within a joint set of bylaws. [CWA 7.1 B.1.c.]

iv. A supervisor of a Safety Committee is encouraged, when work requirements permit, to release the Safety Committee member to investigate a safety complaint. The Safety Committee member is expected to conduct such an investigation in an expeditious manner and return to work as soon as possible. [CWA 7.1 B.1.d.]

b. For more information about the committee and its goals and objectives, contact the campus Human Resources office or a CWA representative. [CWA 7.1 B.2.]

Indiana Occupational Safety and Health Administration (IOSHA) inspections

1. For all AFSCME Service and CWA covered Staff, should a compliance officer from IOSHA determine that a Union representative should accompany the compliance officer on an inspection of an IU facility or worksite, and/or to participate in opening and/or closing conferences, the Office of Environmental Health and Safety will contact the designated CWA representative. [CWA 7.1 F.1.]

2. The supervisor will make every effort to release the employee and without loss of pay. [CWA 7.1 F.1.a.]

3. AFSCME Service and CWA will be responsible for providing to Environmental Health and Safety an up-to-date list of union representatives, listed in the order in which they are to be contacted. [CWA 7.1 F.2.]

4. Each union contact should maintain a copy of said list and will provide to her/his supervisor in the event of a request by IOSHA to participate. [CWA 7.1 F.2.a.]

Sanctions

Managers, supervisors, and employees who violate this policy are subject to disciplinary action, up to and including termination.

History

Replaces the following policies:

AFSCME Service 10.7 Safety Committee
AFSCME Service 10.8 Workplace Safety
CWA 7.1 Health and Safety