

In January 2013, Cabinet approved an updated version of the P&S Policies and Procedures that had changes that did not reflect what was approved by the P&S Council in October 2012. The above version includes the footnotes that were removed in the Cabinet approved version as well as highlights the other changes that were made after the P&S Council approval. P&S Council and P&S Policies and Procedures Committee is currently working with members of Cabinet to formalize the approval process for P&S Policies and Procedures changes.

PROFESSIONAL AND SCIENTIFIC PERSONNEL

POLICIES AND PROCEDURES¹

I. GENERAL PROVISIONS

A. Definition – Professional and Scientific (P&S) Positions

University P&S position assignments are designed to aid in the attainment of goals and objectives established in accordance with the mission of the institution. To this end, P&S personnel assist in the formulation and administration of institutional policies and aid in the execution of academic, student and administrative services as required with University operations. P&S personnel serve in both staff and line positions to provide advisory and consultant services, direct a wide range of activities within functional departments and render general assistance with planning, scheduling, and coordination of programs offered by the University.

University personnel serving in with P&S positions have, in most instances, received training in a specialized area and hold appropriate academic degree(s) or possess equivalent experience. Such personnel are also certified or registered, as required, with the profession and/or position assignment.

Criteria applicable with U.S. Department of Labor regulations relative to exemption under the Fair Labor Standards Act (FLSA) are used by the University in establishing and designating positions as P&S.

Typically P&S positions are exempt from receiving overtime pay as provided under the FLSA, but each position is evaluated individually pursuant to the FLSA.²

B. P&S Personnel Policies and Procedures

These are applicable to University personnel so designated. Policies and procedures relative to position status and non-reappointment are not considered to be effective for P&S staff members serving with position assignments covered by or related to the (Other Board Appointments) provision of the Board of Regents, State of Iowa (BOR) Policy Manual. Policies applicable with such position assignments as are noted with in this document.

¹ September 13, 2012 P&S Council approved minor updates to revise and remove outdated language throughout the document; pending Cabinet and Board of Regents approval.

² September 13, 2012 P&S Council approved to add clarification of the Fair Labor Standards Act; pending Cabinet and Board of Regents approval.

C. Position Appointment Assignments

The nature of existing University P&S positions (permanent-temporary) and the position service dates for assigned personnel determine the appointment category applicable for staff members according to the following position assignments.

1. Exempt Position Assignments

P&S staff members in administrative positions designated as exempt from identified University P&S Personnel Policies and Procedures as a result of policy making and other related exempt duties and responsibilities are upon the recommendation of the appropriate division vice president and nomination by the President of the University granted an annual appointment by the Board in connection with the (Other Board Appointments) provisions of the Board of Regents Policy Manual. Staff members so nominated are formally advised as to their reserve or pending continuing service status.

2. Non-Exempt Position Assignments

P&S staff members serving in positions with which University Professional and Scientific Personnel Policies and Procedures are applicable are granted an appointment in accordance with the following conditions:

a. Temporary Position Assignments.

Position duties require performance of tasks temporarily required for an uncertain period of time or in connection with a specific function/assignment. Temporary position assignments may be supported with temporary and/or permanent funds.

b. Term Position Assignments.

Position services are arranged for a specific period of time in connection with a project, grant, contract, special activity offering, or with a program for which a limited funding period may exist and/or periodic renewed funding may be required. Such initial term assignments may be designated when service is to be provided with a schedule of no less than half-time for a period of at least two consecutive years. Subsequent term position assignments may be granted in accordance with such appointment provisions under the Appointment Categories and Notice of Non-Reappointment sections of the Appointment and Service Status policy.

c. Contract Position Assignment.

Position services are normally granted for an annual period paralleling an athletic program schedule. A subsequent contract position assignment may be granted in accordance with the Contract Appointment provision.

d. Permanent Position Assignments.

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Position duty assignment of a continuing nature, designated with the University Budget as sustained by appropriated funds and/or funding identified by the University as permanent rather than temporary.

D. Service Status Description

P&S personnel who are granted an annual or provisional appointment will be accorded probationary or continuing service status on the basis of their period of continuous University service and conditions formally noted at the time of University employment or identified in writing with their current position placement. Tenure status outside of an academic department as presently applicable for certain assigned P&S staff members will be continued in effect. All conditions and privileges of University employment, which have been provided in accordance with recognized University procedures, and formally communicated in writing to individual P&S staff members, will be continued in effect unless otherwise dictated by Board action. P&S Personnel Policies and Procedures with respect to conditions and privileges of University employment will be otherwise effective.

Service status once established with P&S Personnel Policies and Procedures will be communicated formally to individual P&S staff members.

II. APPOINTMENT AND SERVICE STATUS

A. Appointment Categories

The appointment categories noted below are applicable for University professional and scientific (P&S) personnel in connection with permanent and temporary position assignments. Both the appointment category and service status effective for a P&S staff member are identified with a Temporary, Term, Contract, Probationary, or Continuing Service appointment. The service status of the P&S staff member serving with an Annual or Provisional appointment may be either probationary or continuing service, depending upon appointment conditions established at the time of position placement and/or staff member's period of University service.

1. Temporary Appointment:

Designated when the services of a P&S staff member are required on a short-term basis to complete a particular project or to carry out certain duties and responsibilities. Such service may be rendered with a full- or part-time schedule for an appointment period which shall not extend beyond one (1) year. Up to one (1) year of consecutive temporary service with a schedule of half time or more may be credited toward a probationary appointment period when such service immediately precedes the probationary appointment and a provision for credited service is specified in writing by the University at the time the latter appointment is made.³

2. Term Appointment:

³ August 9, 2012 P&S Council approved change based on September 27, 2011 Temporary Faculty & Staff Internal Audit recommendation; September 4, 2012 approved by Cabinet; Board of Regents approval pending.

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Designated when the services of P&S staff member are for a specific period of time required with a project, grant, contract, special activity offering, or in connection with a program for which a limited funding period may exist and/or renewed funding periodically may be required. An initial term appointment may be designated with a full or part-time schedule when service is to be provided for no less than half-time during a period of at least two consecutive years. Subsequent term appointments involving a like service schedule may be granted. A term appointment may be extended for a period of less than two years when continued service is required with the extension of a grant. Up to two (2) years of term service which involves a schedule of half time or more may be credited to a probationary period when such service immediately precedes the probationary appointment and a provision for credited service is, at the time of the latter appointment, specified in writing.

3. Contract Appointment:

Designated when the service of a P&S staff member is arranged with a schedule of half-time or more for an annual period paralleling an athletic program schedule. All staff members holding a contract appointment in intercollegiate athletics shall execute a written contract detailing the salary and benefits associated with the contract appointment. Subsequent contract appointments may be granted. Up to one year of contract service may be credited toward a probationary period when such service immediately precedes a probationary appointment and a provision for credited service is, at the time of appointment, specified in writing.

4. Probationary Appointment:

Designated for the staff member serving with a permanent P&S position assignment during the initial period of such University service. The probationary appointment continues for an initial service period of not less than three (3) nor more than five (5) fiscal years during which time the staff member's performance is evaluated to determine whether the continuing service appointment is to be designated. Probationary service credit continues to accrue when a staff member holding a probationary appointment experiences a position reassignment as the result of promotion, demotion, or transfer; however, a provisional -appointment (see No. 5) may be effective immediately upon successful completion of such a period provided a provision for the same is established in writing at the time of the position reassignment.

5. Continuing Service Appointment:

Designated upon successful completion of a probationary or provisional appointment for the P&S staff member serving in a permanent position) for which University P&S Personnel and Procedures are applicable. Position rights and privileges conferred with a continuing service appointment remain effective for the P&S staff member in the absence of an annual (see below) or provisional appointment. Rights with respect to a continuing service appointment are forfeited for the duration of an annual appointment and with a provisional appointment must be re-established in accordance with applicable provisions.

6. Provisional Appointment:

Designated for the P&S staff member holding continuing service status when a reassignment to a permanent position occurs with a promotion, demotion, or transfer action. The provisional appointment is, at the time of position placement, designated for a period of up to two (2) fiscal years. The staff member with promotion or transfer may, in accordance with performance during the provisional appointment period, regain a continuing service position appointment or be returned to his/her former position provided an opening exists. If the former position is not available, the staff member will be assigned to a comparable position. The University administration's decision to return a staff member holding continuing service status and provisional appointment to a former assignment or comparable position is not subject to grievance proceedings. The staff member holding a provisional appointment with a demotion action may regain a continuing service position appointment or be subject to separation from University service in accordance with proceedings defined with the Notice of Non-Reappointment provision.

7. Annual Appointment:

Designated for the P&S staff member serving in a position identified by the University administration as covered by the (Other Board Appointments) provision of the Board of Regents Policy Manual thus exempt from University P&S Personnel Policies and Procedures relating to service rights and privileges conferred with continuing service status. The annual appointment is designated with position service involving major administrative assignments, policy development, and/or other related exempt duties and responsibilities. University service rights and privileges associated with continuing service status, and a like appointment are not considered to be applicable with a position assignment involving an annual appointment. A P&S staff member may qualify for and receive continuing service status while serving with an annual appointment; however, rights and privileges with such status will be considered applicable only upon the staff member's reassignment and appointment to a position covered by P&S Personnel Policies and Procedures.

B. Appointment Procedures

Temporary, Term, Contract, Probationary, Provisional, and Continuing Service appointments are arranged and recorded according to existing University reporting procedures with the concurrence of the affected staff member upon the recommendation of designated administrators and/or department head (dean, as applicable) and with the approval of the appropriate division vice president. The Annual appointment is established with the concurrence of the affected staff member upon the recommendation of the appropriate department director and division vice president and is, with the approval of the University President, reported to the Board of Regents in accordance with the (Other Board Appointments) provision of the Board of Regents Policy Manual.

1. Appointment with Staff Unit Transfer

a. Instructional - P&S.

By mutual agreement between the University administration and full or part-time faculty member, reassignment to a P&S position can be effected. A faculty member holding a temporary, probationary, term or tenure appointment may voluntarily be reassigned in accordance with P&S Personnel Policies and Procedures applicable with appropriate appointment provisions.

Tenure status is applicable only to the faculty member holding academic rank in an academic department. Continuing service status may be granted in lieu of tenure status with reassignment from a faculty position to a permanent P&S position upon the recommendation of the designated department head (dean, as applicable), the approval of the appropriate division vice president, and with the concurrence of the affected faculty member.

P&S staff members may be granted temporary part-time instructional appointments which carry lecturer or adjunct status.

b. Regents Merit System to P&S.

A transfer from Regents Merit System employment to P&S service may occur as a result of a position reassignment or reallocation. The former occurs when the staff member serving with a Regents Merit System position accepts reassignment to a University P&S position. Reallocation occurs when a Regents Merit System position, as a result of revised duties and responsibilities, is judged in accordance with FLSA rules and University policies and procedures⁴ to be a P&S position.

The University employee serving under the Regents Merit System with a permanent appointment may, be reinstated to a former or related position in accordance with applicable Regents Merit System Regulations. The University administration's decision to return a staff member hold a probationary appointment to a former Regents Merit System assignment of comparable position is not subject to grievance proceedings. University service is considered to be continuous for the P&S staff member who returns to a position within the Regents Merit System when service with the latter employment group is contiguous with the former.

The Regents Merit System employee holding a permanent appointment will, upon reallocation of his/her position, be given an opportunity to accept service as a P&S staff member or elect transfer to another Regents Merit System position. Service conditions cited above with reassignment of a Regents Merit System employee to a P&S position will be applicable for the staff member who elects to accept latter service in connection with position reallocation.

⁴ September 13, 2012 P&S Council approved to add clarification of the Fair Labor Standards Act; pending Cabinet and Board of Regents approval.

P&S Personnel Policies and Procedures effective with probationary and continuing service appointments will be applicable with the reassignment and/or reallocation of Regents Merit System employees and positions to the University's P&S unit.

C. Definitions

1. Permanent Position

The permanent P&S position, as identified by the University budget, involves a duty assignment of a continuing nature performed with an annual service schedule of seven hundred twenty (720) hours or more is sustained in total by appropriated and/or permanent University funds rather than by temporary funding.

2. Continuing Service Status

Continuing Service is a status awarded following successful completion of the probationary period. Such service status remains in effect unless the staff member is terminated under conditions outlined with the Continuing Service Appointment section of the Notice of Non-Reappointment provision and the Recall portion of the Reduction in Force Proceedings provision.

3. Notice of Non-Reappointment

A P&S staff member's appointment is considered to be renewed unless he/she is specifically advised in writing of non-reappointment. Notice of non-reappointment is provided in accordance with the following appointment categories.

a. Temporary Appointment.

The nature of the service required with this type of appointment causes the notice of non-reappointment provision to be inapplicable. The University administration will, however, make every effort to keep staff members serving with such an appointment advised as to when services will be concluded.

b. Term Appointment.

The period of service established at the time of appointment will determine the date for notice of non-reappointment. Notice confirming non-reappointment or granting a subsequent appointment will be given in writing and, normally, will not be later than sixty (60) calendar days prior to the termination date specified with the term appointment.

c. Contract Appointment.

The nature of the service required with this type of appointment and the program area in which it is granted permits separation from University service to be effected with limited prior notice. The University administration will make every effort to keep staff members serving with such an appointment, advised as to when services will be concluded.

d. Probationary Appointment.

Notification of non-reappointment will be provided in writing following oral and written notice of such pending action. Such notification of non-reappointment normally will take place no later than sixty (60) calendar days prior to the date of termination and will contain in summary the reason(s) for the action.

e. Provisional Appointment.

Notification of non-reappointment will be provided in writing following oral and written notice of such pending action. The period of notice and date of reassignment or termination will depend in part, upon conditions existing at the time of and applicable with such appointment, the staff member's assignment interests, and University's service needs, and the nature of the duties required with positions open at the time. Unless conditions dictate otherwise, notice of non-reappointment with reason(s) for such action will be provided in writing not later than ninety (90) days prior to reassignment or termination.

f. Continuing Service Appointment.

Notification of non-reappointment for a staff member holding a continuing service appointment will except under unusual circumstances, be provided no later than ninety (90) calendar days prior to the date of termination. Such formal notification will be preceded with record evidence clearly noting that the staff member was advised orally and in writing on a periodic basis over a reasonable time of conditions in question and actions necessary to rectify same.

A continuing service appointment may be terminated as a result of retirement, resignation, abandonment of position, documented unsatisfactory performance of duties, misconduct or gross violation of University and/or Board of Regents policies. A continuing service appointment may also be concluded as a result of program and/or budget curtailment (see Reduction in Force Proceedings). Abandonment of position, for the purpose of this provision, shall be considered to have taken place when a staff member is absent from duty for three consecutive working days without proper notification and authorization.

Suspension pending discharge may be immediately effective in the event of substantial neglect of duty, misconduct or gross abuse of University and/or Board of Regents

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policies and procedures or with violation of institutional and Board Rules of Personal Conduct.

III. POSITION ANNOUNCEMENTS AND PLACEMENT STANDARDS

A. General Selection Procedures

Professional and scientific (P&S) position opening announcements, as well as staff selections and appointments with initial placement, promotion, transfer, voluntary reassignment and demotion, are completed in accordance with the provisions which follow.

Information concerning University P&S position openings is in accordance with affirmative action principles, communicated to potential candidates outside the institution via advertisement, placement agencies, etc. Like information is also circulated throughout the University to permit qualified persons already serving within the institution to apply. Candidates for P&S position openings are required to possess minimum placement qualifications (i.e., appropriate degree(s) or equivalent and related experience, etc.) and evidence strong potential for excellence in the position to which they are to be appointed.

The primary standard for all University P&S position placements requires that the candidate recommended be, in so far as can be determined, the best qualified applicant available for the position. Candidates for placement with P&S positions are evaluated without regard to age, color, creed, disability, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal and /or state law.⁵

B. Promotion - Transfer, Demotion, Reassignment Procedures

Promotions with University P&S position openings occur primarily on the basis of a staff member's professional growth and development as evidenced with successful performance in connection with prior duty assignments. Promotions reflect actual as well as future potential contributions toward fulfillment of the University's mission.

P&S staff members who accept promotion, transfer, reassignment or demotion while serving with probationary status complete such position assignment in accordance with provisions applicable with a probationary appointment. Staff members holding continuing service status complete such a position assignment in accordance with provisions applicable with a provisional and/or annual appointment.

P&S staff members who hold continuing service status and, following promotion, transfer, demotion, or reassignment and a period of provisional service, do not gain continuing status with respect to the new position assignment, re-assigned or separated from University service in accordance with proceedings applicable with the Provisional Appointment and Notice of Non- Reappointment - Provisional Appointment provisions. University personnel who hold permanent status under the Regents Merit

⁵ September 13, 2012 P&S Council approved update based on changes in protected classifications; pending Cabinet and Board of Regents approval.

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System and do not, following promotion, transfer, demotion, or reassignment within the P&S staff group may be returned to his/her former position provided an opening exists. If the former is not available, the staff member will be assigned to a comparable position, the duties of which he/she is qualified to perform.

IV. PERFORMANCE APPRAISAL PROGRAM

A. Standards of Performance

As representatives of the University of Northern Iowa, professional and scientific (P&S) staff members are expected at all times to perform their duties promptly and efficiently, and conduct themselves in accordance with generally accepted standards as well as with specific standards prescribed by law, Board of Regents regulations, and University policies.

B. Appraisal Program

The University Performance Appraisal Program for P&S personnel is designed to evaluate the accomplishments of individual staff members in terms of mutually agreed upon performance objectives. Such objectives are identified by the P&S staff member and his/her department head to insure consistency with formally established department and division objectives and goals.

The appraisal program, with applicable forms and procedures, is designed to assist the professional-scientific staff member in assessing past performance and development of plans for future action in cooperation with and under the guidance of his/her department head. Included in such review and planning procedures is the development of objectives relating to both position performance and personal professional development.

C. Appraisal Proceedings

Performance appraisal proceedings call for review and planning procedures to be completed with each P&S staff member no later than thirty (30) days prior to the date the designated review period is to be concluded in order to permit defined objectives and goals to develop in a consistent manner at department and division levels.

Performance evaluation proceedings are conducted annually; however, a more frequent assessment of performance may be arranged as required with a position reclassification, reassignment, promotion or demotion. A staff member may also request from his/her department head a performance evaluation at any time. At a designated time the department head and staff member separately appraise performance with respect to cooperatively established and mutually agreed upon objectives. Such performance reviews completed with specifically developed materials (Self Appraisal and Performance Appraisal forms) are designed to prepare appraisal program participants for a constructive discussion of their independent finds during the joint performance appraisal interview. During the appraisal interview, participants review and discuss the finding evidenced with prepared assessment materials; reach a common agreement as to objectives realized and define goals yet to be attained. Primary considerations during such interviews include:

- Existing understandings with respect to position duties and responsibilities.
- The extent to which job performance and professional development objectives have been realized during the service period under review.
- Job performance goals and professional self-development plans for the ensuing period.
- Development of a precise statement concerning performance objectives and self development plans so that participants are fully knowledgeable as to when goals are to be accomplished.

The Performance Appraisal report form is, following the interview, completed with copies retained by the staff member and department head. During the ensuing review period, planning outlined with the appraisal form is used as a reference with review of performance goals and follow-up sessions between the department head and staff member. Timing for follow-up sessions during a review period depends in part upon the service period, learning time required for proficiency, nature and extent of duty assignments, level of performance, etc. Performance plans are employed throughout the review period as well as at the conclusion to compare accomplishments with objectives. It is on the basis of service scheduled/rendered, performance demonstrated, skills developed, experience, judgment, etc., evidenced with position service that merit salary allowances are awarded.

V. REDUCTION IN FORCE PROCEEDINGS

A. Reduction in Services

In the event it becomes necessary for the University to reduce its professional and scientific (P&S) staff services as a consequence of a shortage of funds, lack of work, revision in work, unit organization, curtailment in program offerings, abolishment of position(s) or a like action, an effort will be made to accomplish adjustment of staff through attrition, rotation and reassignment of personnel, adjusted service periods, and similar means provided such steps can be arranged in a manner that will not impair the efficiency of affected service units of the University as a whole.

B. Reduction in Staff

Should further curtailment of operations be required, the below cited procedures shall be invoked by the University administration following consultation with the P&S Council when forced separation of personnel is required as a result of above noted operational conditions

C. Order of Staff Reduction

In the event it becomes necessary to reduce the number of professional scientific staff members, such reduction shall be based on program need as determined by the University and within such determination shall occur in accordance with the following standards.

1. Staff members serving with temporary and term appointments shall be subject first to staff reduction proceedings with notice of separation provided in accordance with P&S Personnel Policies and Procedures relating to appointments (Appointment and Service Status). Personnel serving with such appointments may elect to compete for vacant professional- scientific positions, but shall be given no priority consideration.

2. P&S personnel serving with part and full-time probationary appointments will be subject to reduction in staff proceedings following the separation of staff members with temporary and term appointments. Personnel serving with probationary service status may elect to be reassigned to any open P&S position provided they are fully qualified to perform the work as established with prior related University service. Staff members with probationary service status who have been separated from University service as a result of reduction in force proceedings may, in the event of an absence of separated personnel with continuing service status, be given consideration for placement prior to the initiation of normal recruitment procedures to fill a vacant P&S staff position.

3. Only after reduction in force proceedings have been made applicable for temporary, term and probationary staff members will same be effective for staff members with continuing service status. Such personnel may elect to be reassigned to any open P&S position in the system provided they are fully qualified to perform the work as established with prior related University services. Personnel with continuing service status who have been separated from active University service with reduction in force proceedings will be given priority consideration for placement when a vacant P&S position exists.

D. Standards for Staff Reduction

During periods of staff reduction the following criteria will be applied according to the appointment categories listed in the previous section of this policy statement to effect reduced staffing while maintaining an optimum level of operational efficiency. (The sequence of criteria listed does not indicate order of priority and/or importance.)

- Present and prior related position assignments with the University.
- Professional preparation and previous work experience related to University operations.
- Relative skills ability and performance demonstrated with University assignments as evidenced with appraisal procedures.
- Applicable laws and regulations.
- University service units and/or programs directly affected.

E. Notification of Non-Reappointment with Staff Reduction

Notification of non-reappointment with reduction in force proceedings will be provided in writing following oral and written notice of such pending action. Such notification of non-reappointment will normally occur no later than thirty (30) calendar days prior to the effective date active service is to be concluded.

F. Recall

P&S personnel serving with probationary or continuing service status at the time of separation from active University service, as a consequence of staff reduction, will be eligible for recall to their same status in accordance with the following provisions.

1. P&S staff members with probationary service status may request annually in writing to be continued on the recall roster for a period equal to active service up to three (3) years. Such staff members are eligible upon application to be considered for recall for positions for which they possess the necessary professional qualifications (i.e., applicable degrees, training and experience, etc.).
2. With an annual request in writing, P&S staff members with continuing service status will be considered for vacant University positions for a period equal to active service up to five (5) years. Upon application, such staff members will be interviewed and evaluated for vacant P&S positions prior to the initiation of normal recruitment procedures. If an inactive University staff member with continuing service status is not, following application and interview, selected for an open P&S position, he/she will be advised in writing by the employing administrator as to the reason(s) for the rejection. The University administration's decision to reject placement of such a staff member is not subject to grievance proceedings.

G. General Provisions

Staff members to be interviewed for return to active service will be notified of position vacancies by the University. Notification will be by e-mail, or certified mail (return receipt requested) based on staff members request. The inactive staff member is to keep Human Resource Services (HRS) advised of his/her current telephone number, e-mail address or mailing address and recall interest, and positions in which qualification for placement is claimed.⁶ Failure to respond to a request to be interviewed for a position opening within fifteen (15) calendar days of the date on which notification is sent shall constitute a decline of notice for that position. A period of inactive service upon recall will be considered as a leave of absence for purposes of University and position service, salary, fringe benefit allowances and other conditions of employment.

VI. PROFESSIONAL and SCIENTIFIC (P&S) STAFF COMPENSATION PLAN

A. Compensation Plan Administration

The P&S Compensation Plan is administered in a uniform manner by Human Resource Services (HRS) under the direction of the Vice-President for Administration and Financial Services in accordance with established policies and procedures.

Each P&S staff member holding an appointment status other than a contract appointment in intercollegiate athletics is compensated within the salary range of pay grade to which the position held is assigned. This Article VI does not apply to contract appointments in intercollegiate athletics. Pay-grade

⁶ September 13, 2012 P&S Council approved including e-mail as a contact method; pending Cabinet and Board of Regents approval.

salary ranges permit available merit funds to be administered in a manner which allows for position performance to be reflected. The lower portion of the pay-grade range provides the opportunity for salary advancement as the newly placed staff member gains experience in an assigned position and evidences gradually improved performance.

The fully qualified staff member who performs satisfactorily is eligible to receive compensation at the midpoint of the appropriate salary range. Further salary allowances, occurring over a period of time at levels approaching the top of the pay grade, may result as outstanding service is evidenced. The upper portion of the pay-grade salary range thus provides the opportunity for recognizing and rewarding a relatively small group of staff members beyond that normally expected for the position. Such staff members will have demonstrated unusual versatility and are prepared for immediate promotion. Thus, the University's P&S Personnel Compensation Plan operates in conjunction with the Performance Appraisal Program to cause upward salary movement in each grade to reflect reward based on demonstrated performance as well as the development of skills and experience

B. Entrance Salary

Entrance Salary: The salary for Professional and Scientific staff members joining the University normally will be established within the first quartile range of the pay grade in which the position is classified. Only when a candidate brings to a position outstanding prior training and experience related directly to the position, or market conditions so dictate, may an entrance salary be granted above the first quartile of the position pay grade range. Such an exception requires the recommendation of the employing department head/director, dean, if appropriate, and the approval of the division vice president, with consultation with the Director of HRS⁷ or designee.⁸

C. Merit Increases

The ability of the University to provide merit salary adjustments for P&S staff members who demonstrate outstanding service is dependent upon the extent of funds appropriated and limitations applicable with such fundings as salary allowances are determined.

Available merit funds are allocated to advance relatively long term, fully qualified, highly satisfactory staff members within the salary ranges of the pay grades to which their positions are assigned. Salary increments for individuals nearing the maximum of their pay grades are normally restricted to the amount of a general across-the-board allowance. Salary allowances above the midpoint, unless otherwise legislated, are granted on the basis of outstanding performance.

D. Compensation with Promotion

Staff promotions to higher positions justify larger salary increases than are normally granted for improved performance within a pay grade. The exact amount of such increases are determined in part

⁷ January, 1995 Approved change

⁸ September 13, 2012 P&S Council approved adding "or designee"; pending Cabinet and Board of Regents approval.

by the number of grades involved in the promotion and by the anticipated future performance of the individual promoted. In the event the salary of a P&S staff member experiencing a promotion is below the salary range for the new position, the staff member's salary will be advanced to the minimum of the appropriate pay grade. The salary allowance, if any, beyond the appropriate pay grade minimum with promotion will be determined, in part, upon the staff member's prior training and experience related directly to the new position assignment, the extent of pay grade movement which occurs, and salaries held by other comparable P&S personnel serving with positions in the same pay grade. Ideally, the promotional salary allowance should not cause the compensation level for the promoted staff member to exceed the first quartile of the salary range, thus allowing for recognition of experience and qualifications, yet permitting advancement to occur as satisfactory performance in the new position is evidenced. Resource constraints existing at the time of a promotion may cause a salary allowance to be at a level less than deemed appropriate, in which case a further salary review is scheduled to coincide with the University's fiscal year.

If at the time of promotion the salary of the P&S staff member is within the salary range for the new position, a promotional salary allowance, if any, will be determined on the basis of the staff member's salary as positioned within the range with respect to midpoint, the promoted employee's prior training and experience related directly to the new position assignment, the salaries of other personnel with comparable University service assigned to positions within the same pay grade, availability of salary funds, and like matters.

E. Compensation with Transfer

The P&S staff member who is transferred from one position to another in the same pay grade normally will receive no salary adjustment. The salary of the staff member who experiences a transfer involving a change from a position in one pay grade to another pay grade is adjusted in accordance with regulations regarding promotion or demotion.

F. Compensation with Special Position Assignment

The P&S staff member who is given a special position assignment is compensated at the minimum salary of the position pay grade for the duration of such services. If the staff member is already compensated at a salary level equal to or above the minimum salary for the pay grade to which the specially assigned position has been classified an added salary allowance, if any, will be determined on the basis of the relationship between former and new duty assignments, prior training and experience directly related to position duties and like matters. If the position in which a P&S staff member services with a special assignment is in a pay grade lower than that in which regular service occurs, the staff member will continue to be compensated at his/her regular salary during the period of such assignment.

G. Compensation with Position Reclassification and Pay Grade Reallocation

If a position is, as a result of restructuring, reclassified to a higher pay grade, the "Compensation with Promotion" provision will be applied.

If, as a result of restructuring, a position is reclassified to a lower pay grade, the "Compensation with Demotion" provision will be applicable.

H. Compensation with Demotion

Upon the recommendation of the department head and the approval of the appropriate vice president, the compensation level for a P&S staff member who is demoted will be established within the new position pay grade at a level that does not exceed the salary at which the staff member was compensated prior to the demotion action.

I. Compensation with Reinstatement or Return From Leave

The P&S staff member who is reinstated to a previously held position will be compensated at a level no less than that allowed with prior service provided funds are available. The staff member who is reinstated with a lower position placement will be compensated in accordance with the pay on demotion provision.

The staff member re-appointed to a previously held position or a position in the same pay grade on conclusion of a leave of absence without pay will be compensated in accordance with the provisions concerning pay on reinstatement as provided above.

J. Compensation with Part-time Service

Pay for part-time service within a P&S position is provided proportionately equivalent to the salary for full-time service.

VII. CLASSIFICATION PLAN

A. Position Evaluation Procedure

The relative value of professional and scientific (P&S) positions other than contract appointments in intercollegiate athletics has been established and is maintained on the basis of the University's P&S Position Classification Plan. This Article VII does not apply to contract appointments in intercollegiate athletics. The classification plan was developed and continues to operate on the basis of position description materials which identify duties and responsibilities applicable with existing P&S positions. Such descriptive materials are revised as required when positions are restructured with realignment of duties and are prepared when new positions come into existence.

Position description materials have permitted the University to complete and maintain an evaluation of P&S positions on the basis of a point-rating comparison. The point-rating comparison has resulted in each University P&S position being assigned to a numerical value according to the evaluation factors cited below. Evaluation factors have been defined and rating values established at specific degree levels within each factor. P&S positions with similar value rating have been grouped according to eight grades or levels of compensation.

B. Evaluation Factors

Human Resource Services (HRS) completes a detailed study of all new and revised professional- scientific positions, prepares required description materials for such positions, and evaluates same on the basis of the following rating factors;

1. complexity of problems to be solved;
2. minimum skills and knowledge required;
3. interpersonal relationships ordinarily involved in day-to-day activities of the position;
4. organization levels at which interpersonal relationships ordinarily occur;
5. nature of responsibility exercised within the content of the overall operations of the University;
6. scope of functional responsibility exercised;
7. constraints on independent action within the position functions;
8. impact of independent actions on the attainment of goals for educational programs and/or institutional development;
9. degree of work pace, pressure, and/or stress ordinarily involved in day-to-day activities of the position; and
10. extent and frequency of exposure to risk of bodily injury or physical discomfort.⁹

C. Position Evaluation Committee

The value grade established by HRS for a new or revised professional- scientific position is reviewed with the appropriate department head and recommended to the Position Evaluation Committee. If a question exists as to the grade level established for a position, point value ratings proposed by HRS are reviewed by the Position Evaluation Committee. Decisions by the Position Evaluation Committee on the point ratings and grading of new or revised P&S positions are subject to review by University Cabinet. As a general policy, the grade of an evaluated position is not changed unless a re-evaluation meets two (2) conditions:

- The revised point value is at least fifteen (15) points above or below the existing value.
- The revised point value falls into the next higher or lower grade.

Although a re-evaluation may not result in regrading, revised point ratings are established with position descriptions affected. Accumulations of point rating changes and revisions in position content may then be considered if a revised position description and re-evaluation becomes necessary at a late date.

⁹ September 13, 2012 P&S Council approved adding rating factors 9 and 10 which have been in use since 1990s; pending Cabinet and Board of Regents approval.

The Position Evaluation Committee is composed of three (3) voting members. Three (3) University administrators experienced with P&S position classification proceedings, who hold annual appointments in connection with position assignments exempt from University P&S Personnel Policies and Procedures are named by division vice-presidents. The committee meets on the call of the Director of HRS who serves as an exofficio member and chairperson of the Committee.

D. P&S Review Committee

The P&S Review Committee serves to establish policy and oversee the administration of the P&S Position Classification-Compensation Plan. The Committee serves as a resource and counseling group on particularly difficult or significant classification issues where (1) agreement by HRS and/or the Position Evaluation Committee and a unit administrator cannot be reached and/or (2) if adopted, the classification change could affect other University P&S positions. The Committee is composed of University Cabinet members.

E. Position Classification Examination Procedure

A permanent P&S staff member may request that the classification of his/her position be examined. HRS may also initiate examination of a position as may be necessary (i.e., reorganization of department, revision in program offering, realignment of position duties, etc.). A position examination may include both "review" and "appeal" proceedings. Such proceedings are designed to provide for a systematic and efficient examination of positions as the need arises.

F. Position Classification Review Process

P&S position classifications in question may be reviewed in accordance with the following procedure.

1. Level I.

A staff member may initiate a review of his/her position classification by first discussing the rating concern with the department head. If the staff member remains concerned after such discussion, he/she may formally request of the department head a review of the position. Such request shall be in writing and is to note the rationale for the request (reorganization of work unit, revised or added duty assignments, change in responsibility, etc.). The department head will discuss the review request with the staff member and forward the request with his/her written recommendation to the Director of HRS within (5) working days (with a copy to the staff member) after receipt of the staff member's written request.

2. Level II.

The Director of HRS, or a designated HRS administrator, will respond to the department head in writing, with a copy to the staff member, within five (5) working days. Such response will serve to acknowledge receipt of the review request, provide a copy of the current position description, and request submission of information deemed appropriate with the position review. Within five (5) working days following

receipt of HRS response, the staff member and department head will submit a revised position description and classification support materials to the designated HRS administrator.

3. Level III.

Upon receipt of the revised position description, the HRS administrator will consult with the affected staff member and the department head (and others as appropriate) concerning position duties, assignments or responsibilities in question, to clarify and revise position description information following attainment of approval for same from the staff member and the department head. Such preparations for the position classification review normally will be completed within twenty (20) work days. The Director of HRS will, within five (5) working days of receipt of the approved position description, convene the Position Evaluation Committee. The affected staff member and department head (dean, as applicable) may, upon request, attend the meeting of the Position Evaluation Committee to present information (i.e., detail on position duties, establish relationship between positions within a department or area, etc.) and make inquiries considered to be pertinent to the classification review.

The Position Evaluation Committee will prepare a point value analysis for each position rating reviewed. Such analysis will reflect consideration of information supplied to the Committee with written documents and/or oral presentation. The Committee's findings and recommendations will be referred to the Director of HRS within five (5) working days following the convening of the Committee.

4. Level IV.

The Director of HRS will affirm or modify the evaluation and advise Committee members, the affected employee and the department head (dean, as applicable) accordingly within five (5) working days. The Director of HRS may, in considering a recommended position evaluation, reconvene the Position Evaluation Committee, request or consent to submission of added written or oral information and/or conduct an on-site audit of position duties. The decision of the Director of HRS will be the final step of the review process.

If the decision rendered at Level IV is acceptable to the staff member the review will be considered concluded, in which case further classification review may not be made for at least a twelve (12) month period unless it is clearly established that a substantial change in duties and responsibilities has occurred.

If the decision at Level IV is not acceptable to the staff member, he/she may initiate position classification appeal proceedings. Position review actions which are not completed within the designated time limits established at each level may be advanced to the next level within seven (7) working days of the expiration of the designated time limits. The affected staff member and administrative representatives may agree in writing to extend the time limits at any level of the review procedure.

G. Position Classification Appeal Procedure

The following procedure may be initiated by a staff member to appeal an unacceptable decision rendered with a position classification review action.

An appeal of a position classification review action must be initiated within five (5) working days following receipt of the Director of HRS' decision at the final step of position classification review proceedings. Such appeal is to be directed to the Vice-President for Administration and Financial Services with completion of the Position Classification Appeal form. The form is to be accompanied by a copy of pertinent position descriptions, correspondence, and like materials related to the classification appeal.

The Vice-President for Administration and Financial Services within ten (10) working days following receipt of the Position Classification Appeal form, will arrange to convene the P&S Review Committee to study data pertinent to the position classification. Position description materials, existing and/or proposed revised Position Evaluation Committee ratings and like data relating to the position classification in question as developed with position classification review proceedings will be reviewed and a decision rendered within ten (10) working days following receipt of the appeal by the P&S Review Committee. The decision of the Professional- Scientific Review Committee will be final.

Time limits may be extended with position classification appeal actions upon mutual agreement of the position incumbent and the Vice-President for Administration and Financial Services. Such extensions will be confirmed in writing.

Further classification review/appeal actions may not be taken for at least twelve (12) calendar months unless it is clearly established that a substantial change in duties and responsibilities has occurred.

VIII. COMPLAINTS AND GRIEVANCES

A. Grievance Procedure

Complaints and grievances by professional and scientific (P&S) personnel will be resolved in accordance with the procedures set forth below. A P&S staff member has the right to present a matter of concern or dissatisfaction relating to the interpretation, application or alleged violation of written university or Board of Regents policies and/or procedures governing conditions of employment, work schedule, compensation (other than general salary schedule and general salary adjustments). Employees should contact the Office of Compliance and Equity Management for situations alleging discrimination based on age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal and/or state law.¹⁰

(This process is not designed to resolve P&S position classification matters; such conditions are undertaken with Position Classification Review proceedings.)

¹⁰ September 13, 2012 P&S Council approved change based on Office of Compliance and Equity Management recommendation; pending Cabinet and Board of Regents approval.

A P&S staff member (or group of P&S personnel) alleging a policy misinterpretation and/or misapplication, discrimination, or taking objection to a disciplinary action will seek, initially, to resolve such complaint by informal means and/or through administrative channels. Such informal procedures (e.g., Human Resource Services (HRS) inquiry, contact with supervisor, department head, and/or division vice-president, etc.) must be initiated within thirty (30) working days following the time the staff member(s) first became aware or should have become aware of the condition necessitating the complaint.

Failing resolution by informal means, the formal grievance procedure may be initiated. Such procedure must be initiated no later than forty-five (45) working days following the date the grievant(s) first became aware of, or should have become aware of, the occurrence of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

A formal grievance statement is to be prepared and submitted on an established grievance form which will be maintained with the original copy of documents related to the grievance and will serve as the grievance file. The grievance form shall contain a statement as to the description of the grievance with pertinent circumstances and date(s) of occurrence(s) noted. Such statement is to identify the policy allegedly violated, the grievance issue, and cite the relief sought.

B. Formal Grievance Levels

Grievance actions will be resolved in conformity with the following review levels:

1. Level I.

The grievance statement shall be dated and filed with the grievant's immediate supervisor who shall conduct an investigation, give the aggrieved and/or a representative of his/her choosing the right to present the matter in question orally and respond in writing within ten (10) working days indicating his/her disposition and reasons for same. (This level is waived if the person to whom the staff member is immediately responsible is also the department head.)

2. Level II.

If the grievant is not satisfied with the decision rendered at Level I, or if a decision is not rendered in a timely manner, he/she may, within five (5) working days of receipt of this decision, appeal in writing to his/her department head (dean, as applicable) and the Director of HRS. The department head and the Director of HRS shall, within ten (10) working days of receipt of the grievance file, investigate the conditions cited with same, give the aggrieved and/or a representative of his/her choosing the right to present the case orally and provide a response in writing.

3. Level III.

If a disposition is not issued within the prescribed period or if the grievant finds the decision as rendered at Level II to be unsatisfactory, he/she may, within five (5) working days, appeal in writing to his/her division vice-president. Such appeal will include all of the information contained in the initial grievance and subsequent reviews, all decisions related thereto, and any other pertinent information the aggrieved staff member may wish to submit. The appeal will be signed and dated by the staff member. Within twenty (20) working days of receipt of an appeal the division vice president or his/her designee will complete an investigation of the grievance, which shall include an oral hearing. Notification as to the time, date and place of the hearing shall be provided to the aggrieved staff member within five (5) working days following receipt of the appeal at Level III. Such hearing shall be scheduled not earlier than ten (10) ~~and no more~~ than fifteen (15) working days following receipt of the appeal at Level III. Within five (5) working days following conclusion of the hearing and completion of the investigation the division vice president or his/her designee will submit his/her findings in writing to the aggrieved. The vice-president or his/her designee may affirm, reverse, or modify the decision rendered at Level II.

4. Level IV.

If the grievant finds the decision at Level III to be unacceptable or if a decision is not rendered in a timely manner within the prescribed period, he/she may within five (5) working days appeal to the President of the University to initiate advisory arbitration proceedings.

Except where the University and the aggrieved agree to an alternative selection procedure, a joint written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service. Such list is to contain the names of seven (7) potential arbitrators. The parties will within ten (10) working days of receipt of the list select the arbitrator to hear the case by alternately striking a single name until one name remains. The grievant will be the first to strike a name. The person whose name remains shall be the arbitrator. The arbitrator so selected shall hold a hearing promptly and issue a report to the President no later than thirty (30) days from the date of the close of the hearing. Such report shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted.

The President or his/her designee will review the report of the arbitrator, vice-president's disposition, the hearing officer's report and other pertinent information submitted with the case record. After reviewing such materials, the President or his/her designee may complete a further investigation, conduct an oral hearing, or take other appropriate action. A decision will, on the basis of information compiled with such actions, be rendered within fifteen (15) working days following receipt of the arbitrator's findings and recommendation(s).

C. Miscellaneous Provisions

The following general conditions will be applicable with grievance proceedings.

D. Alternate Procedures

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The University shall not be required to process the same or a substantially equivalent claim or complaint through the grievance procedure when such a complaint has been filed or if it has been adjudicated in any other form other than under the procedures described.

E. Settlement Offers

No offer of settlement of a grievance by an aggrieved staff member or a University administrator will be admissible as evidence in later grievance proceedings or elsewhere. No settlement of a grievance shall constitute a binding precedent in the settlement of a similar grievance.

F. Grievance Review Standards

If a grievance concerns non-reappointment, salary, denial of promotion, denial of continuing service status, or placement rejection with continuing service, the review standard will be limited to determining whether the action taken failed to follow procedures.

The staff member holding continuing service status who is serving with a provisional appointment shall not have the right to grieve reassignment to a former or comparable position. Neither shall the University administration's decision to return a staff member holding a probationary appointment to a former Regents Merit System assignment or comparable position be subject to grievance proceedings.

G. Open or Closed Arbitration Hearings

Unless the grievant requests otherwise, grievance arbitration hearings will be open. Should the aggrieved staff member request that the hearing be closed, same shall notify the arbitrator and the university of such interest at least two (2) working days in advance of a scheduled hearing.

H. Burden of Proof

Except in cases involving the dismissal of a staff member with continuing service status, the grievant shall have the burden of proving by clear and convincing evidence that the action grieved is improper under one or more of the standards cited above. In the case involving the dismissal of a staff member with continuing service status, the University will have the burden of proving grounds exist to justify termination of the appointment of the aggrieved. The party with the burden of proof will present evidence first.

I. Time Standards

If an aggrieved employee does not appeal a decision rendered at a level of the grievance procedure within the time prescribed, the decision will become final. If a University representative does not reply to an employee' grievance or appeal within the prescribed time, the employee may proceed to the next level. With the consent of both parties, designated time limits may be extended.

J. Representation

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A P&S employee may be represented by a representative of his/her choosing at each level of the grievance procedure. The name of such representative is to be noted with the initial grievance filing and at each subsequent appeal level. Presentations, reviews, investigations, and hearings held under the grievance procedure may be conducted during working hours without loss of regular earnings.

No retaliatory action shall be taken against a staff member because he/she utilized the grievance procedure, served as a representative, or acted as a witness with such proceedings.

IX. HOLIDAYS & LEAVES

A. Authorized Reasons for Absence

The University provides for continued earnings with designated holidays and in connection with approved vacation leave time. Other authorized leaves with continued full or partial earnings are under designated circumstances authorized by the University.

1. Holiday Leave

The University provided for eleven (11) holidays with continued earnings during a calendar year period. Nine (9) holidays are scheduled as noted below while the two (2) remaining days are designated unscheduled (personal) holidays. Unscheduled (personal) holidays are accrued on a monthly basis and are added to the staff member's vacation account. (See Vacation Leave Entitlement.)

Scheduled Holidays

- New Years Day/January 1
- Martin Luther King's Birthday/The Third Monday in January
- Memorial Day/The Last Monday in May
- Independence Day/July 4
- Labor Day/The First Monday in September
- Thanksgiving Day/The Fourth Thursday in November
- Friday after Thanksgiving
- Christmas Day/December 25
- One (1) other holiday is designated annually by the University.

When a holiday is observed during the Monday through Friday work week and a staff member is excused from work on the holiday, earnings are continued provided compensation for the scheduled work days immediately preceding and following the holiday period is qualified. For staff members on a Monday through Friday work week, Monday is observed as the holiday when a schedule holiday occurs on Sunday while Friday is recognized as the holiday when the scheduled holiday falls on Saturday. For all other staff members, the holiday shall be deemed to fall on the day on which the holiday occurs.

2. Sick Leave

Professional and scientific (P&S) personnel accrue sick leave at the rate of twelve (12) hours per month of service. The P&S staff member serving with a term, contract, provisional, probationary or continuing service appointment of half-time or more for no less than an academic year will accrue that fractional portion of the full-time entitlement. Sick leave is cumulative and accrues to an unlimited maximum. While sick leave entitlement accrues during vacation, family care giving leave and sick leave periods, such leave does not accrue during approved leaves of absence without pay.

Sick leave may be paid during the academic year or the summer session to a P&S staff member as a result of a medically related disability which occurs before a semester or a summer session commences to the extent that such leave credits are available, and provided a definite commitment of employment during that period has been consummated before the onset of the disability.

Sick leave benefits do not apply with periods of illnesses or injuries during vacations and paid holiday periods. However, if a staff member is hospitalized while on his/her vacation, the staff member may use sick leave for those days actually confined to a hospital.

If a staff member becomes entitled to income benefits under Workers' Compensation while still eligible for sick leave payments, the staff member may elect to have his/her regular salary reduced by the amount of Workers' Compensation benefits. Credit for Workers' Compensation benefits will then be used to purchase additional days of sick leave for the staff member and the total amount of sick leave credit so realized will be exhausted as required.

In the event the University administration has reason to believe that a staff member is abusing the sick leave privilege or may not be physically fit to return to work, the administration may require a medical certificate or other appropriate certification. Sick leave claims shall be reported with an absence request form.

B. Sick Leave Vacation Conversion Benefit

While there is no maximum limit on the amount of unused sick leave that may be accumulated, P&S staff members may elect, once thirty (30) days (240 hours) have accumulated to have with conversion one-half day (4 hours) added to their accrued vacation leave account in lieu of adding one and one half (12 hours) to their accrued sick leave. [Conversion rights are prorated at the rate of three to one (one hour of vacation for every three hours of earned sick leave) in the case of eligible part-time P&S personnel.]

All leave time chargeable to sick leave benefit causes the otherwise qualified P&S staff member to be ineligible to participate in the conversion option for the month in which such claim occurs.

Added vacation leave days accumulated by a staff member with application of conversion option are not accounted for in a manner separate from regular vacation leave time. P&S personnel who have reached the maximum vacation leave entitlement [twice the annual vacation leave (44 days) and unscheduled personal holidays (4 days) entitlement] are permitted to accumulate an additional four (4) hours per

month, up to a maximum of twelve (12) days beyond their annual vacation leave and unscheduled (personal) holiday entitlement.

C. Accumulated Unused Sick Leave Retirement Benefit

The sick leave retirement benefit provides that the eligible staff member shall receive a cash payment for his/her accumulated unused sick leave by the staff member's hourly rate of pay at the time of retirement. The total cash payment for accumulated, unused sick leave cannot exceed two thousand (\$2,000) and is payable upon retirement. In order to be eligible for the sick leave retirement benefit, the staff member must be fifty-five (55) years of age and have applied for retirement benefits.

Payments to those who are eligible are subject to Federal and State withholding, TIAA-CREF (or like approved retirement programs), and IPERS. The payout is not subject to FICA nor will it affect earnings for Social Security purposes.

D. Court and Jury Service Leave

When in obedience to a subpoena or direction by proper authority, a staff member is required to appear as a witness or serve as a member of a jury in connection with public or private litigation, he/she will be entitled to regular compensation provided pay received for such service (other than travel or personal expense reimbursement) is surrendered to the University cashier. Such leave is to be noted with an absence request form.

E. Administrative Leave

P&S personnel may, upon application, be granted short term leaves of absence with continued earnings to participate in meetings, conferences, programs or to otherwise engage in activities relating to University duty assignments. Such short term leaves are normally for periods of a week or less yet may, at the discretion of the University administration, be granted for a period of up to twenty-two (22) consecutive days. Absences for purposes of consulting (see Consulting Services Policy) or for other professional activities for which earnings are continued may be granted with this leave provision.

F. Personal Emergency Leave (Funeral, Pallbearer, etc.)

A department head may grant a P&S staff member time off with pay:

- In the case of death in the staff member's immediate family, not to exceed three (3) days for each occurrence;
- for an individual engaged on an unpaid basis in the functions of a funeral, not to exceed one (1) day for each occurrence, and not to exceed two (2) days a year;
- in the event of an emergency for the temporary care of ill or injured members of the staff member's immediate family not to exceed an accumulation of five (5) days a year.

All such time off is charged to the staff member's accumulative sick leave. Such time will not be granted in excess of accrued leave. For the purposes of this policy, immediate family is defined as and limited to wife, husband, children, parents, grandparents, grandchildren, foster children, brothers (and their spouses), sisters (and their spouses) of the staff member or spouse; aunts and uncles of the staff member; or other relatives residing in the staff member's immediate household.

Conditions/circumstances applicable with Personal Leave are to be identified on an absence report form.

G. Request Form

H. Vacation Leave Entitlement

P&S personnel serving with other than a temporary appointment on a full-time basis accrue vacation leave at the rate of 1.8333 days per month or twenty-two (22) working days per anniversary year. [Two personal Holidays per calendar year together with twenty-two (22) vacation leave days per anniversary year causes the accrual to total two (2) days per month.] A staff member's anniversary year extends from his/her employment date (month and day) and ends the day before the same date the following year. Vacation leave may be cumulative to twice the annual entitlement and is granted, upon the staff member's request, at the discretion and convenience of the employing department. The University reserves the right to require a P&S staff member to take vacation leave whenever in his/her judgment such action would be deemed by the administration to be in the best interests of the institution and the staff member. No staff member is required to reduce his/her accrued vacation leave to less than one week by such action. Vacation leave periods are to be identified and arranged with an absence request form.

Accrued unused annual (vacation) leave may remain unclaimed during an approved absence from active University service for a period of up to two years.

I. Leaves of Absence

An extended leave of absence from active University service without continued earnings may be granted to P&S staff members with continuing service status for a variety of personal and other compelling reasons. Such leave is granted with the understanding that the staff member plans to return to active service at the conclusion of the leave period specified. Failure to return to active service or to make arrangements for an extension of a leave normally will be considered as a voluntary resignation. For the purpose of this provision, an extended leave shall be for a period in excess of twenty-two (22) scheduled working days. All leaves of absence without compensation are to be identified and arranged with an absence request form.

J. Disability Leave

The P&S staff member found to be qualified for income benefit allowances under the University Long Term Disability Insurance Plan will be granted a disability leave. Such leave ceases on the earliest of the following dates: the date the staff member is no longer disabled; the date he/she fails to submit to any

required medical examination, or the date the staff member fails to provide required proof that a disabling condition has continued without interruption; or the June 30 coinciding with or next following the date the staff member attains sixty-five (65) years of age, if disability commenced prior to age sixty-three (63); on the date the staff member receives sixty (60) months of benefits (but not beyond the June 30th coinciding with or next following attainment of seventy (70) years of age); if the total disability commenced on or after age sixty-three (63); or if prior thereto, the date of retirement.

The P&S staff member meeting all requirements for the University Long-Term Disability Insurance Plan at the time of the onset of a disability and who continues to be disabled through the greater or ninety (90) calendar working days or the expiration of accumulated sick leave is eligible to receive monthly benefit allowances. The Long-Term Disability Insurance Plan carrier determines whether benefit allowances are to be provided and establishes the beginning date of the total disability for such purpose.

K. Maternity Leave

The time during which a P&S staff member is medically unable to work because of pregnancy, miscarriage, abortion, childbirth, and recovering therefrom will be granted a maternity leave and afforded benefit accrued sick-leave time. If the staff member's accumulated sick leave is insufficient to cover the absence period prior to the time Long-Term Disability (LTD) benefits are qualified, annual (vacation) leave and/or leave of absence without pay will upon request be granted for the duration of such period. An approved request supported by a physician's statement for an absence beyond the period of disability will be considered as leave of absence without pay.

L. Medical Leave

Upon written application a P&S staff member serving with other than a temporary appointment may be granted a medical leave for a period of disability occurring after expiration of both sick leave and vacation leave benefits and prior to approval of long-term disability income benefits.

M. Military Leave

P&S staff members, who are inducted, enlist, or with reservist or National Guard duty, and leave active service with the University to report immediately for military duty will be continued in the employ of the University for such military service for as long as re-employment rights exist under the law and provided return to active University employment occurs within the time specified. There is no loss of regular earnings during the first thirty (30) days of a military leave of absence.

N. Adoption Leave

A newly adoptive parent is entitled to five days paid leave chargeable to accrued sick leave.¹¹

O. Catastrophic Illness Contributions¹²

¹¹ May, 1992 Passed by Board of Regents

Contact Human Resource Services (HRS) for more information.

X. MISCELLANEOUS POLICIES

A. Professional Development Programs

University staff development programs are designed to increase the effectiveness of personnel through activities which contribute both to individual development and to overall organizational performance. The following programs, together with University sponsored supervisory training seminars, are provided to insure continuing personal development of professional and scientific (P&S) personnel and improved performance to duty assignments required of positions with which such staff members serve.

B. Participation in Professional Organizations

The University maintains institutional memberships in selected state and national organizations which provide development materials and offer enrichment programs for P&S personnel serving in the various operational areas of the University. P&S staff members who are designated by the University administration as institutional representative and/or are assigned by the University for attendance at meetings or conferences of such organizations are reimbursed for approved expenses incurred with same in accordance with established University policies and procedures relative to expense reimbursement (see Administrative Leave).

P&S personnel are at the same time encouraged to participate as individuals and at their own expense in professional organizations that serve to enhance professional development. Released time for attendance at activities of such professional organizations may be recommended by a department head for approval by the appropriate division vice-president on the basis of merits of the request and as department-division work schedules permit.

C. University Staff Tuition Reimbursement Program

P&S personnel are encouraged to apply for grants under the University's Tuition Reimbursement Program in connection with position related and/or position improvement course work offered by the University or by other accredited post-secondary institutions. Applications and information can be obtained at the Human Resource Services (HRS).

D. Class Audit Program

P&S personnel may register for approved University classes on a non-credit or audit basis if a space is available in the class. Class attendance is, upon the request of the P&S staff member with the recommendation of his/her department head and the approval of the appropriate division vice-president, arranged through college and department offices with the faculty member offering the course. Class audits applicable with the attendance of P&S staff members are not recorded on the

¹² September 13, 2012 P&S Council approved adding Catastrophic Illness Contributions which has been available since the 1990s; pending Cabinet and Board of Regents approval.

University's permanent student records unless such attendance is formally requested by the staff member and approved by the instructor of the class.

E. Research Awards

P&S staff members are eligible to apply for a University Research Award or a Graduate Thesis Research Award. The former award is designed to promote the academic-scientific creative climate of the University and provide a limited amount of funding to conduct scholarly creative pursuits. Such awards are made on a competitive basis with proposals being evaluated by the Committee on University Research. The principal objective of the award process is to stimulate work or outstanding academic-creative merit by University faculty and staff. A maximum of fifteen hundred dollars (\$1,500) may be requested to be used within the fiscal year during which the award is made.

Graduate Thesis Research Awards are designed to support graduate research, scholarly and creative thesis efforts of University graduate students. Such awards are qualified only for work on projects which are labeled "thesis" in departmental degree programs which required a thesis. Such awards will not ordinarily be given for work undertaken to complete any other type of research or creative graduate project. Application for Graduate Research Awards are accepted by the Graduate College once each academic session. The maximum award is three hundred dollars (\$300) which may be requested for supplies, equipment and personal expenses associated with graduate thesis work other than duplication or typing costs of the thesis itself. Award applications are reviewed by the Awards Competition Coordinating Committee which transmits its recommendations to the Dean of the Graduate College who in turn notifies applicants of final award decisions.

F. Consultant Services

P&S staff members may undertake consulting assignments under the following conditions:

1. Prior to accepting any consultation assignment, the P&S staff member shall advise his/her department head (dean, if applicable) and division vice-president in writing of the scope and duration of the assignment to be undertaken and the employer or agency to be served;
2. Consultant services must not interfere with the P&S staff member's assigned University duties and responsibilities, and not involve a conflict of interest;
3. Approval for performance of outside consultant services may be granted by the appropriate division vice-president upon request for a period not to exceed twenty-four (24) working days during a calendar year without loss of regular earnings. Such approval and the period of continued earnings authorized will in each case be contingent upon the value of such activity to the staff member and University as well as the expected contribution to the employer or agency served as determined by the vice-president;
4. Absences with consultant services may be arranged under the Administrative Leave provision. Such leave is to be noted with an absence request form and filed no later than ten (10) days prior to leave for the purpose of rendering consultant services;

5. Equipment, supplies, materials and clerical services required with outside consultant services shall be provided by the P&S staff member and not the University; and

6. When outside consulting service is found, in the opinion of the department head (dean, if applicable) and division vice-president, to interfere with the regular University duties and responsibilities of the P&S staff member, same shall be instructed to terminate or substantially modify such service as a condition of continued University employment.

G. Emeritus Status

The term "emeritus" is used to designate members of the faculty, institutional officials and P&S staff members with a minimum of twenty (20) years of creditable service in higher education who have terminated permanent (tenure/continuing service) full-time or part-time service with the University.

Formal application for emeritus status may be made with completion of the Request for Emeritus Status form which is available from HRS. The completed form should be submitted to the president of the University for approval, together with accompanying letters that may be prepared by the staff member and his/her division officials (vice president, dean, director or department head).

H. Phased Retirement

University P&S personnel holding permanent status (continuing service) who have obtained age fifty-seven(57) with fifteen (15) years of service at the University are eligible to negotiate with their department a schedule for phasing into retirement. If a schedule that is acceptable to both the individual and the department can be arranged, a staff member may reduce from full-time to half-time activity either directly or via a stepped schedule with the stipulation that during the phasing period one may hold no greater than an sixty-five percent (65%) appointment.¹³

The phasing schedule and the manner in which responsibilities will be reduced throughout the phasing period are to be negotiated between the staff member and the department involved. Initiation of a phased retirement schedule for a staff member can only occur if all parties are mutually satisfied with the arrangements for part-time responsibilities. Approval of the appropriate dean/director, department head, and applicable division vice president is necessary.

The phased retirement period is limited to a five year period. During the first four years of the five year phasing period, the salary received will reflect reduced responsibilities plus an additional ten percent (10%) of the budgeted salary had the person worked full-time. In the fifth year following the initiation of phased retirement and in all the subsequent years prior to the individuals full retirement, the staff member's appointment will be no greater that fifty-percent (50%) and the salary will be proportional to the budgeted salary had the person worked full-time.

¹³ September 13, 2012 P&S Council approved updating Phase Retirement information which decreased the age, years of service and percent of appointment; pending Cabinet and Board of Regents approval.

During the phased retirement period, University and staff member contributions will continue for life, health and disability insurance programs at the same levels which would have prevailed had the staff member continued a full-time appointment.

Retirement contributions to TIAA-CREF or a qualified substitute retirement program by the University will also be based on the salary which would have been obtained had the individual continued a full-time appointment. Staff members participating in a phased retirement program can elect to receive TIAA-CREF or a substitute retirement plan benefit while continuing to work, with University contributions continuing under the above policy. As mandated by law, FICA contributions will be based on the staff member's actual salary during the partial or pre-retirement period. The same is true for retirement contributions for those participating in the Iowa Public Employment Retirement System (IPERS). Accrual rates for vacation and sick leave will be based on percentage of appointment.