

HANDBOOK
FOR
SERVICE PERSONNEL
(BARGAINING UNIT)

BALL STATE UNIVERSITY
UNIVERSITY HUMAN RESOURCE SERVICES



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INTRODUCTION

This *Handbook* was prepared by Employee Relations. Policies, procedures, and benefits apply only to regular, full-time Service Personnel unless otherwise indicated. Please read this *Handbook* carefully.

In some cases, only summaries have been listed; consequently, the text of the official policies, procedures, Conditions of Cooperation and Addenda shall govern in all cases. The University raises and reserves all rights with respect to subject matter not addressed within this *Handbook*. The university's policies and procedures are subject to change; the latest version of this *Handbook* can be found at the following website: www.bsu.edu/hrs/handbooks.

MISSION, VISION, AND CUSTOMER SERVICE

Vision – Ball State University will be a national model of excellence for challenging, learner-centered academic communities that advance knowledge and improve economic vitality and quality of life.

Mission – Ball State University is an innovative, supportive academic community that inspires students by offering action-oriented learning, including immersive out-of-class experiences, research, and study-abroad; providing extraordinary access to professors who create scholarship to advance knowledge, improve teaching, and transform learning; and engaging state, national, and international communities to enhance educational, economic, and cultural development.

Customer Service – Ball State University expects each employee to join together with co-workers and management in a spirit of teamwork and cooperation to provide exceptional customer service by determining customer needs and serving customers in a professional and courteous manner to resolve issues proactively and achieve satisfaction of the customer's needs and expectations.

DEFINITIONS

Calculation of Years of Service for Retirement Benefits: See the website: www.bsu.edu/payroll.

Fiscal Year: Begins at 12:01 a.m. on July 1 and ends at 12:00 a.m. (midnight) on June 30.

Leave Year: A twelve (12) month period measured backward from the date an employee uses any leave of absence.

Pay Status: Receiving remuneration from the University through work, paid time off (PTO), income protection bank (IPB), funeral leave, jury duty, University recognized holiday, short-term military leave, or some training programs.

Pay Period: A two (2) week pay period consisting of fourteen (14) consecutive days which begins at 12:01 a.m. Sunday and ends fourteen (14) consecutive days later at 12:00 a.m. (midnight) Saturday.

Vacation/PTO Year: A consecutive fifty-two (52) week period beginning with the pay period for which the first paycheck is issued in July and ending on the last day of the last pay period for which pay will be received by June 30 of the following year.

Workday: A consecutive twenty-four (24) hour period commencing with the beginning of the employee's regularly scheduled workshift.

Workweek: Begins at 12:01 a.m. Sunday and runs continuous until 12:00 midnight Saturday. The standard workweek shall normally consist of eight (8) hours per day and five (5) days per week.

GENERAL INFORMATION

CATEGORIES OF EMPLOYMENT

It is the University's intention to hire only individuals who are legally authorized to work in the United States.

Regular Full-time Position: A position assigned a normal workweek of 40 hours or more on a 12-month basis or assigned a normal workweek of 40 hours for a period of at least 9 months but less than 12 months on a fiscal year basis.

Regular Part-time Position: A less than full-time position that is expected to continue on a regular weekly schedule and for a specific assignment and is for regularly assigned duties within the department on a continuing basis.

Temporary Position: A position with a definite beginning and ending date that works full-time or less than full-time to provide seasonal, irregular, or extra help for the specified period of time.

Substitute Position: A position hired on an "as needed" basis.

UNION AFFILIATION

The American Federation of State, County, and Municipal Employees (AFSCME), Local #293 is the exclusive representative of regular, full-time service personnel (bargaining unit). Without fear of penalty or reprisal, eligible employees have the right to freely join and assist any lawful employee organization or to refrain from such activity. For more information, contact the local Union office at 285-8052 or Employee Relations at 285-1823.

SENIORITY

In all cases, the Seniority Agreement will govern. In general, a bargaining unit employee will have two types of seniority:

University Seniority: The hiring date into a regular, full-time position with the University.

Occupational Group Seniority: The latest date of appointment to an occupational group.

PROBATIONARY PERIOD

A regular, full-time employee is required to complete a probationary period of sixty-five (65) working days. An employee will be referred to as a "probationary employee" during this period.

The probationary period may be extended by the University by the number of days the employee is absent from work.

Upon successful completion of the probationary period, an employee's University Seniority date will be calculated retroactively to the date of hire into the regular, full-time position. The successful completion of the probationary period does not guarantee permanent employment. Rehires must also complete a probationary period.

The probationary period for employees in the job classification of Police Officer will end six months after satisfactory completion of the Indiana Law Enforcement Academy basic course (to a maximum of 12 months from date of hire, with a possible extension by mutual agreement between the Union and the University) or six months after placement in the Police Officer job classification if the Academy's basic course was completed prior to such placement. However, eligibility for certain benefits will occur after the completion of sixty-five (65) working days.

CONTACT INFORMATION

It is the responsibility of the employee to keep the University apprised of his or her correct phone number and mailing address.

UNIFORMS

Some University departments require the wearing of uniforms. The uniforms issued by the University remain the property of the University. An employee is required to be in the designated uniform and be prepared for work at the start of the work shift. An employee may be allowed five (5) minutes at the end of the work shift to change into street clothes.

DRESS CODE

An employee must wear clothing suitable to the work expected to be performed in a given work environment. Clothing should be neat, clean, tasteful, and not constitute a safety hazard. Interpretation of this code will be left to the discretion of the department head relevant to the needs of that particular department.

PHYSICAL EXAMINATION

The University may require any employee to undergo a medical examination by a healthcare provider of the University's selection at the University's expense.

REST PERIODS

During each four (4) hour working period, an employee is allowed one fifteen (15) minute rest period which is limited to fifteen (15) minutes of absence from the job. The rest period is

intended to be preceded by and followed by an extended work period; thus, it may not be used to cover any late arrival to work or early departure, nor may it be regarded as cumulative if not taken. Rest periods are to be scheduled by the supervisor who will advise an employee of the scheduled time and place for such rest periods. The University may approve the combination of daily rest periods into one thirty (30) minute rest period.

To the extent reasonably possible, a breast-feeding mother shall be provided a private location, other than a toilet stall, where she can express her breast milk in privacy during any rest or meal period. A refrigerator or other cold storage space for keeping milk that has been expressed will be made available, or an employee may provide her own portable cold storage device.

MEAL PERIOD

For an employee working six (6) hours or more, an unpaid thirty (30) minute meal period is typically scheduled. An employee will be informed when to take the meal period and may not adjust his/her work schedule without supervisory approval. If leaving the work unit/campus for a meal period, an employee should notify supervision before leaving.

TELEPHONE USE

Except in extreme emergencies, personal calls should be made and received during normal rest or meal periods.

Some departments have restricted the possession or use of cell phones during working hours; an employee should consult with his/her supervisor for specific information about such use.

Electronic devices, such as cell phones, should not be used while driving a motor vehicle. University employees that need to use an electronic device while operating a motor vehicle are expected to utilize a speakerphone or hands-free headset.

ESSENTIAL PERSONNEL

During University declared weather emergencies or certain other emergencies, a decision may be made to close the University. Under such circumstances, essential services must continue regardless of conditions, and personnel who have been designated as providing essential services must report to work. Essential Personnel should report to work for their regular shifts regardless of weather conditions or other factors and regardless whether the University is officially “open” or “closed.” Absences for essential personnel who fail to report for work will not be excused and may result in discipline.

WEATHER AND EMERGENCY HOTLINE

Service employees may call an information hotline at 285-WORK (285-9675) for the most up-to-date information about reporting to work. Specific questions and/or problems should be directed to the employee’s supervisor. Also available is the University’s website: www.bsu.edu.

OUTSIDE EMPLOYMENT

If an employee is unable to maintain a satisfactory work performance standard at the University as a result of the employee's moonlighting at an outside job, the employee may be subject to dismissal. See also the *Conflict of Interest and Conflict of Commitment Policy*.

PERFORMANCE REVIEW

On an annual basis, an employee will have a written review and discussion of his/her performance and job related behavior conducted by his/her supervisor. At the supervisor's direction, written reviews may be undertaken more frequently. Performance reviews are designed to help an employee understand his/her responsibilities and to show how to improve his/her job performance and job related behavior. The supervisor will explain the review, and the employee will be asked to sign the Employee Performance Appraisal Form. An employee's signature indicates the employee has read and discussed the review but does not indicate that the employee is in agreement. Under all circumstances, an employee will have an opportunity to respond in writing to any part of the evaluation covered by the supervisor. An employee's response will be attached to the Employee Performance Appraisal form and filed in University Human Resource Services.

JOB POSTING PROCEDURE

In accordance with the Seniority Agreement, most new or vacant positions are filled from within the University by promoting or transferring qualified employees in accordance with the following job posting procedure:

- ◆ Vacancies subject to the job posting procedure will be posted on the Human Resources Voice Information System (HRVIS), on the web at <http://www.bsu.edu/hrs/>, and at various locations throughout campus. The job posting locations are on bulletin boards in: Grounds, LaFollette, University Human Resource Services, Cooper Science, Service & Stores, Studebaker West, Student Center, and Woodworth.
- ◆ An employee interested in being considered for posted vacancies must complete the appropriate form in University Human Resource Services no later than 5:00 p.m. (4:00 p.m. during summer hours) on Thursday of the week in which the job is posted.

Detailed information on jobs posted is normally available seven days a week, twenty-four (24) hours per day; contact the HRVIS at 285-8565 or the web at <http://www.bsu.edu/hrs/>.

TRANSFERS

A transfer is defined as a permanent movement to an equal or lower paid job classification and is limited to a request from an employee. Transfers will be made as indicated in Section 5 of the Seniority Agreement.

A lateral transfer may result in a title change but does not result in an hourly rate change. A transfer to a position with a lower hourly rate will result in a reduction of hourly rate. A performance period of sixty-five (65) working days is required of an employee who obtains a transfer to a different job classification.

An employee shall be limited to two (2) transfers in a calendar year.

If an employee does not successfully complete the Performance Period, the employee will be reassigned to the job classification from which he/she transferred. Such employees will not be permitted to bid for positions in the job classification from which they were disqualified for three (3) years.

Any Service Staff employee who receives a suspension will not be eligible to bid on a posted

position in another seniority department for one year from the date of the disciplinary action.

PROMOTIONS

A promotion is defined as a permanent appointment to a job classification which has a higher rate of pay. Promotions will be made as indicated in Section 7 of the Seniority Agreement.

A performance period of sixty-five (65) working days is required of an employee who gains a promotion. If an employee is promoted and does not successfully complete the Performance Period, the employee will be reassigned to the job classification from which he/she was promoted.

An employee is not limited in the number of promotions per year.

If an employee does not successfully complete the Performance Period, the employee will be reassigned to the job classification from which he/she transferred. Such employees will not be permitted to bid for positions in the job classification from which they were disqualified for three (3) years.

Any Service Staff employee who receives a suspension will not be eligible to bid on a posted position in another seniority department for one year from the date of the disciplinary action.

PERFORMANCE PERIOD

A regular, full-time employee who is transferred or promoted to a different job classification will be required to satisfactorily complete a performance period of sixty-five (65) working days.

The performance period may be extended by the University by the number of days the employee is absent from work.

If the performance period is not satisfactorily completed, the employee will be reassigned to his/her former job classification.

The performance period for employees in the job classification of Police Officer will end six months after satisfactory completion of the Indiana Law Enforcement Academy basic course (to a maximum of 12 months from date of hire, with a possible extension by mutual agreement between the Union and the University) or six months after placement in the Police Officer job classification if the Academy's basic course was completed prior to such placement.

RECOGNITION AWARD PROGRAMS

The University recognizes and honors employees for achievements and dedication. Each spring, service personnel are recognized for years of service (beginning at 10 years and at 5-year increments thereafter), retirement, outstanding achievements, and completion of specialized training programs.

RESIGNATION

The employment relationship may be terminated at any time. An employee who resigns from the University after the beginning of the pay period following completion of the probationary period will be paid for accrued and unused Paid Time Off (PTO) and two-thirds (2/3) of his/her Income Protection Bank (IPB) account.

ABSENCES FROM WORK

ABSENCES WITH PAY

Scheduled Paid Time Off (SPTO)

Paid Time Off (PTO) is accrued beginning on the employee's effective date of employment; but for a new employee, it is not available for use until the beginning of the pay period following satisfactory completion of the probationary period. Only PTO hours which have been accrued and reported on the paycheck stub may be used.

PTO hours for Service Personnel are earned at the following rates: .0461538 of an hour for each hour in a pay status--excluding overtime hours--beginning with the effective date of employment; .0692307 of an hour for each hour in a pay status--excluding overtime hours--effective the first pay period following the beginning of the third year of employment; and .0923076 of an hour for each hour in a pay status--excluding overtime hours--effective with the first pay period following the beginning of the eleventh year of employment.

PTO is accrued through the last day worked by the employee, regardless of the effective date of the resignation.

The vacation/PTO year is a consecutive fifty-two (52) week period beginning with the pay period for which the first paycheck is issued in July and ending on the last day of the last pay period for which pay will be received by June 30 of the following year. All PTO accrued in a vacation/PTO year must be used before the end of the following vacation/PTO year except balances of less than one (1) hour will be carried forward to the next vacation/PTO year.

Holidays recognized by the University are not counted as part of PTO. Extra pay in lieu of PTO is not allowable.

PTO is to be scheduled in advance and at a time agreeable to the supervisor and in accordance with the needs of the department. PTO may be scheduled in one (1) hour increments; however, the request to use PTO in one (1) hour increments will not be approved by the supervisor if the absence of the employee from the workplace would require that a substitute or replacement be employed.

A regular full-time employee working at least 9 months but less than 12 months on a fiscal year basis (i.e. Bus Drivers and many Dining employees), should utilize SPTO during periods of time when he/she is not otherwise scheduled to work such as summer and academic year breaks periods. SPTO may be approved during the regular academic year or other required work periods only for "once in a lifetime opportunities," extended funeral leave, or other special circumstances. Exception: An employee in the Residence Hall Dining Service seniority department or in the Bus Driver job classification who has an accrued income protection (IPB) balance of 280 or more hours as of September 1st in a given fiscal year may request up to five (5) days SPTO during normal operating periods for the remainder of that fiscal year. Approval of such PTO requests will be granted in accordance with established guidelines.

Unscheduled Paid Time Off (UPTO)

Except during times when the University has determined no employees may be spared from work, an employee may be permitted to utilize up to forty (40) hours of his/her accrued Paid Time

Off (PTO) balance during a fiscal year without scheduling it in advance provided the absence is for the employee's own personal illness or injury, to attend personal medical or dental appointments, to take care of an ill or injured family member, or to deal with personal emergencies. UPTO must be utilized in blocks of no less than four (4) continuous hours. See the *Attendance Rules & Regulations* for further details.

If absent from work because of illness or injury, an employee must notify the supervisor according to departmental regulations for reporting absences. Failure to notify the supervisor within the departmental prescribed time may result in disapproval of Paid Time Off and disciplinary action up to and including discharge. If there is no specific departmental regulation, the employee is required to notify the supervisor no later than thirty (30) minutes after the beginning of the workshift.

Income Protection Bank (IPB)

Each employee has an Income Protection Bank (IPB) where he/she may elect once a year to deposit up to 40 hours of his/her accrued Paid Time Off (PTO) by requesting in writing that such transfer be made. The purpose of the IPB is to help protect an employee from loss of income when he/she suffers from a serious illness or injury, and in a more limited way, to provide some additional paid absence hours to tend to some non-serious health conditions. An employee may only utilize the IPB while on personal FMLA; EPSLA; the first seven calendar days of disability due to an on-the-job injury absence; or with the submission of the appropriate medical certification form, up to 32 hours IPB per fiscal year may be used for non-serious illnesses or injuries of the employee or his/her family. IPB must be utilized in blocks of no less than four (4) continuous hours. See the *Attendance Rules & Regulations* for further details.

In August 2005, each employee's existing sick leave balance was automatically transferred to his/her Income Protection Bank. There is no maximum number of hours an employee may accumulate in this bank. Upon resignation, two-thirds (2/3) of this IPB account will be paid in a lump sum in the employee's last paycheck. Upon the employee's death or retirement (which qualifies for Retirement Status), eighty percent (80%) of this IPB account will be paid in a lump sum in an employee's last paycheck. In the case of discharge, no IPB is paid.

Short-Term Disability Plan (STDP)

The purpose of the STDP is to help protect an employee from loss of income when he/she suffers from a serious illness or injury. Beginning on the 8th continuous calendar day of disability due to an employee's own personal illness or injury, STDP may be applicable. STDP may continue for up to 26 continuous weeks if the absence is properly supported by medical verification to the satisfaction of the plan administrator (our insurer). Once the first STDP check is issued, an employee may not continue to receive pay from his/her PTO or IPB during that period of disability.

When an employee is eligible to receive benefits under the plan, he/she must submit a claim either by telephone or in writing to the plan administrator. CIGNA is the plan administrator; their phone number is 1-800-362-4462. Claims may be filed beginning with the first day of absence but no later than 90 days after the date of loss for which the claim is made.

The weekly benefit is equal to 80% of 103% of the employee's hourly rate times 40; an employee who returns to work mid-week will have his/her weekly benefit prorated for that week.

The plan administrator will mail checks directly to the employee's home address.

Coverage is effective the first of the month following satisfactory completion of an employee's probationary period.

Employees should contact the Payroll & Employee Benefits office at 285-8461 to make arrangements for payment of the employee's portion of insurance premiums while off work.

STDP is the method by which an employee is compensated and is not of itself an excused leave of absence from work. An employee should also apply for the appropriate leave of absence with University Human Resource Services.

Long-Term Disability Plan (LTDP)

The purpose of the LTDP is to help protect an employee from loss of income when he/she suffers from a long-term serious illness or injury. Beginning with the 27th continuous week of disability due to an employee's own personal illness or injury, an employee on STDP will be transferred to LTDP.

LTDP benefits are paid monthly rather than weekly, and the benefit is equal to 60% of 103% of the employee's hourly rate times 40. Contact our Payroll & Employee Benefits office at 285-8461 or CIGNA at 1-800-362-4462 for more information.

LTDP is the method by which an employee is compensated and is not of itself an excused leave of absence from work. An employee should also apply for the appropriate leave of absence--Extended Personal Sick Leave of Absence (EPSLA)--with University Human Resource Services.

Injuries On-the-Job

Regardless of the nature or severity, all injuries incurred on the job must be reported to the employee's supervisor immediately. Any employee who fails to report an injury during the shift on which the injury occurred will be subject to disciplinary action.

An injured employee who is sent home by a University physician will be paid for the remainder of the workday on a one time basis per injury.

The University Health Center provides and/or directs the medical care for employees injured on the job. In emergency situations immediately following an on-the-job injury, emergency room care and ambulance charges are covered by Worker's Compensation. An employee must seek follow-up treatment at the University Health Center.

For injuries on the job that result in a personal serious health condition, the University will count worker's compensation absences against the employee's leave under the FMLA.

Worker's compensation temporary total disability (TTD) benefits begin on the 8th calendar day of disability and the benefit is typically 2/3 of an employee's average weekly wage (AWW) at the time of injury.

Questions regarding this policy should be referred to Employee Relations at 285-1823.

Maternity Leave

Maternity leave is leave taken at the time determined by an employee and her physician to be when she is unable to work due to pregnancy, childbirth, and related conditions. It is treated the same as any other sick leave and will be counted against the employee's FMLA entitlement.

Funeral Leave

An employee will be allowed time off with pay in the event of a death in the employee's immediate family or household defined as:

<u>Blood Relatives:</u>	<u>Step Relatives:</u>	<u>In-Laws:</u>
Husband	Step-father	Father-in-law
Wife	Step-mother	Mother-in-law
Father	Step-son	Son-in-law
Mother	Step-daughter	Daughter-in-law
Son		
Daughter		
Brother		
Sister		
Grandmother		
Grandfather		
Grandchild		
Great Grandmother		
Great Grandfather		
Great Grandchild		

Same-sex Domestic Partners as defined and qualified per the July 18, 2003, Board Report.

The period of paid funeral leave for the death of members of the employee's immediate family or household as defined above is determined by the distance of funeral services from Muncie as follows:

- Three (3) workdays - within 150 mile **radius** of Muncie
- Four (4) workdays - between 150 and 300 mile **radius** of Muncie
- Five (5) workdays - beyond a 300 mile **radius** of Muncie and in North America
- Seven (7) workdays - outside of North America

Note: The additional days for travel are granted only when the employee travels to the services.

An employee will be allowed one (1) day time off with pay in the event of the death of an employee's other relatives defined as:

<u>Blood Relatives:</u>	<u>Step Relatives:</u>	<u>In-Laws:</u>
Uncle	Step-father-in-law	Brother-in-law
Aunt	Step-mother-in-law	Sister-in-law
Nephew		
Niece		

Time off with pay may be granted to attend the funeral of a fellow employee. Such time off must be approved by the department head and Employee Relations and will be limited to the employees in the same work unit as the deceased employee. The interpretation of work unit will be the responsibility of the department head. Essential services must be maintained.

Holidays

The following holidays are recognized as University holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, and one additional holiday to be celebrated on a day declared by the President of the University. An employee will be entitled to pay for the aforementioned holidays provided the employee is in an uninterrupted pay status the last scheduled workday preceding the holiday and the first scheduled workday following the holiday. To meet eligibility requirements, paid time off must be applied consecutively and immediately following the last day worked.

If an employee terminates employment, no pay will be received for holidays occurring after the last day worked even though the holidays fall within the period of the employee's projected terminal Paid Time Off (if any).

On the last University workday preceding Christmas and New Year's Day, workshifts for regular, full-time employees are normally reduced by two (2) hours. The reduced workshift permits two (2) hours time off with pay for employees who work on these days. Employees who work on these days and cannot be granted the two (2) hours off will receive two (2) hours additional pay at the regular straight-time rate.

When required to work on a calendar day on which a holiday falls but not required to work the University designated holiday which falls either preceding or following the calendar holiday, an employee will be entitled to receive premium pay on the calendar holiday. When required to work on the University-designated holiday but not required to work on the calendar day on which the holiday falls, an employee will be entitled to receive premium pay on the University designated holiday. If required to work a normal eight (8) hour shift on a calendar day on which a holiday falls and also required to work on the University-designated holiday, an employee will be entitled to receive premium pay on the calendar holiday only. An employee cannot receive premium pay for both the University-designated holiday and the calendar holiday.

If the workshift overlaps two (2) calendar days, the calendar day on which the majority of the shift falls will be designated the official holiday for pay purposes.

For employees of Dining Services additional guidelines apply. For further information, contact the Dining's Administrative Office.

Court Duty

If an employee is summoned for jury duty or subpoenaed as a court witness during the employee's regularly scheduled working hours, time off will be granted upon presentation of a copy or other evidence of the subpoena to the supervisor prior to such duty. An employee who is called to serve on a jury will be paid the difference between the statutory daily rate for jury duty earnings and his/her regular rate of pay. Also, the employee must submit a copy or other evidence of pay received from the court to Payroll and Employee Benefits. Unless such documentation from the court is provided by the employee to verify pay received, it will be assumed the employee was paid the maximum statutory daily rate. The employee will be allowed time off without a loss of pay when subpoenaed to testify in a court case except where the employee is a party to such action.

A third shift employee shall not be required to work his/her scheduled shift immediately prior to the first morning of jury duty. If a third shift employee is released by the court by 5:00 p.m.

and is not scheduled for jury duty the following day, he/she shall be required to work his/her scheduled shift that night. If released after 5:00 p.m., he/she shall not be required to work his/her scheduled shift that night.

A court appearance of a personal nature must be taken as time off without pay or as Paid Time Off (PTO) if scheduled in advance with the supervisor.

ABSENCES WITHOUT PAY

A supervisor and department head may authorize up to ten (10) consecutive workdays of absence without pay for an employee; all other leaves must be approved by the employee's supervisor, the department head, and University Human Resource Services. Forms for applying for leaves of absence without pay in excess of ten (10) consecutive workdays are available in University Human Resource Services.

Eligibility for certain leaves without pay will be determined by the employee's length of service, the supervisor's and department head's recommendations, conditions of work loads within the department, and the reason the leave is being requested.

An employee may be required to use all of his/her accrued Paid Time Off (PTO) according to established University and departmental policies. Payment of accrued PTO will not extend the period of the leave. The leave may be canceled and the employee required to return to work if a change occurs in the circumstances under which the leave was approved.

Unless an employee has prior written approval from University Human Resource Services, an employee may not work for pay during a leave of absence; otherwise, the employee will be considered to have resigned from the University as of the date that the employee began such work.

For certain leaves without pay, if the employee fails to return to work at the University at the end of the leave and work for a period of time equal to the length of the leave, he/she must repay the portion of the benefit costs paid by the University during the leave of absence.

An approved leave of absence without pay gives an employee the right to return to the same or similar position at the expiration of the leave, assuming the employee would have been continuously employed during the leave period.

PTO does not accrue during a leave of absence without pay. For information on continuation of existing benefit plans during a leave, see the *B.S.U. Benefits Handbook*.

Family and Medical Leave

The Family and Medical Leave Program is intended to provide up to twelve (12) weeks time off without pay during a "leave year" to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA).

To qualify for Family and Medical Leave (FML), the employee must meet all of the following conditions:

- ◆ have at least twelve (12) months (need not be consecutive) of service at the University; and
- ◆ have worked at least 1,250 hours during the twelve (12) months immediately preceding the date the requested leave is to begin; and
- ◆ have a qualifying reason for taking FML; and
- ◆ have a remaining balance of FML.

A qualifying reason for FML is any of the following:

- ◆ the birth of the employee's child and in order to care for the newborn child; or
- ◆ the placement of a child with the employee for adoption or foster care; or
- ◆ to care for the employee's spouse, child, or parent who has a serious health condition as defined by the Department of Labor; or
- ◆ a serious health condition as defined by the Department of Labor that renders the employee incapable of performing the functions of his/her job.
- ◆ to care for a covered ill or injured military service member who is the spouse, child, parent, or next of kin of the employee
- ◆ a "qualifying exigency" arising out of the employee's spouse, child, or parent being on active military duty or being ordered to active duty in the Armed Forces

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility and any period of incapacity or subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider which includes any period of incapacity due to: (1) a health condition lasting more than three consecutive days; (2) pregnancy or prenatal care; (3) a chronic serious health condition (e.g., asthma, diabetes); (4) a permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer); or (5) any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

A "leave year" is defined as a twelve (12) month period measured backward from the date the employee uses any FML. A new "leave year" is calculated with each occurrence of FML use. The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of birth or placement.

An employee may use his or her accrued Paid Time Off (PTO) or Income Protection Bank (IPB) hours if the absence is for personal illness or injury. The remainder of the FML will consist of unpaid leave, unless an employee is eligible for the Short-Term Disability Plan (STDP). If the FML leave is for the serious health condition of the employee's spouse, child, or parent, the leave is typically unpaid; however, an employee may use Scheduled PTO in some circumstances.

FML on an intermittent or reduced leave schedule may be requested when medically necessary for the employee's serious health condition or the serious health condition of the employee's spouse, child, or parent. Intermittent FML may not be taken in less than one-hour increments. The employee must make a reasonable effort to schedule intermittent leave at a time that will not unduly disrupt the workplace. An employee on an intermittent or reduced leave schedule may be temporarily transferred to an alternative position with equivalent pay and benefits for which the employee is qualified and better accommodates recurring periods of leave than the employee's regular position.

A reduced leave schedule (not intermittent leave) may also be requested in advance for the care of a newborn child or a child placed with the employee for adoption or foster care. Approval of such leave will be determined on a case-by-case basis by the employee's department head, in

consultation with University Human Resource Services, depending on the needs of the department.

An employee is required to provide a thirty (30) day advance notice when the leave is foreseeable. If the thirty (30) day notice is not provided, the leave may be delayed until the thirty (30) days have passed. If the thirty (30) day notice is not possible due to a lack of knowledge of the date the leave is to begin, medical emergency, or other circumstances beyond the control of the employee, then the employee must give notice within one to two (1-2) workdays after the need for leave becomes known to the employee.

An employee may be required to provide a medical certification of either the need to provide care to a spouse, parent, or child with a serious health condition or for the employee's own serious health condition. Failure to provide a required certification within fifteen (15) calendar days of the date notice is received may result in delay or denial of FML. Recertification of an employee's own serious health condition or the serious health condition of an employee's family member may be required periodically during the leave period in accordance with applicable law, normally no more frequently than every thirty (30) days. The University may require an employee to obtain a second or third medical opinion at the University's expense. An employee, for his/her own serious health condition, may also be required to submit a "fitness for duty" certificate prior to returning to work. The University may require an employee to submit to periodic written statements of his/her intent to return to work in accordance with applicable law, normally no more frequently than every thirty (30) days. During FML, the University will continue to pay the University's portion of premiums for the employee's health plan under the same conditions that applied before the leave began. However, the employee must continue to make any contributions as if he/she were continuously employed during the FML period.

An employee who returns from FML, with the exception of an employee designated as a "key employee," will be restored to his/her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment as if the employee had been continuously employed during the FML period. The University will determine whether a position is an "equivalent position." An employee who fails to return to work and work for a period of thirty (30) days will be required to pay the University the portion of health benefit costs paid by the University during the employee's FML. EXCEPTION: When the following circumstances occur, the employee's failure to return to work will not require the repayment of the University's portion of premiums paid during the leave: (a) the continuation, recurrence, or onset of a serious health condition; or (b) other circumstances beyond the control of the employee. Additional medical certification may be required to substantiate the need to remain off work. FML may run concurrently with other University leave programs including, but not limited to, Emergency Leave, Child Care Leave, Maternity Leave, or Worker's Compensation. If there is a conflict between the provisions of another University leave policy and the FMLA, the FMLA provisions will control.

On January 28, 2008, the National Defense Authorization Act for Fiscal Year 2008 was signed. This act under the FMLA allows for a spouse, son, daughter, parent, or next of kin of a covered service member up to 26 weeks of unpaid leave in a single 12-month period to care for an ill or injured service member. In addition, the act allows for an eligible employee to take up to 12 workweeks of leave for a "qualifying exigency" arising out of that employee's spouse, son, daughter, or parent being on active duty or having been notified of an impending call or order to

active duty in the Armed Forces in support of a contingency operation. Contact the Leave Program Specialist (285-1036) in UHRS with questions.

Extended Personal Sick Leave of Absence for Service Personnel

The Extended Personal Sick Leave is intended to provide time off with or without pay for extended periods of at least five (5) consecutive days or more when it is necessary for an employee to be off work due to his/her own serious health condition and FML is not applicable or has been exhausted. Exception: An employee diagnosed with a) cancer who is receiving chemotherapy or radiation treatments; b) kidney failure who is receiving dialysis; or c) other such serious health condition that necessitates absence from work to receive an on-going regimen of treatment may be granted EPSLA for absences of less than five (5) consecutive days.

The term "serious health condition" will have the same meaning as used in the Family Medical Leave Act. Approval of the Extended Personal Sick Leave is contingent on medical necessity, and employees are required to certify or recertify a continuing medical need for leave at the discretion of the university. Failure to return to work at the expiration of the Extended Personal Sick Leave will be considered as resignation from the university (if the leave is not renewed). An Extended Personal Sick Leave may not be approved for more than six (6) months at a time. There is no limit on the number of times an Extended Personal Sick Leave may be granted or renewed.

Emergency Leave

A leave of absence without pay of up to six (6) months may be granted when such leave is necessary for an employee to provide care for a member of the employee's immediate family or household suffering from a serious health condition. The employee will be required to provide medical certification to substantiate the medical necessity for the employee's absence from work.

For an employee with at least one year continuous full-time employment, most benefit plans may be continued during the Emergency Leave. The employee must make arrangements with the Payroll and Employee Benefits Office for the payment of insurance premiums during the duration of the leave. If the employee fails to return to work at the University on or before the expiration of the Emergency leave, the employee will be considered to have resigned from the University. If the employee fails to return to work at the University on or before the expiration of the leave and work for a certain period of time, the employee must repay the portion of the benefit costs paid by the University during the leave.

To the extent that the Emergency Leave is also a Family and Medical Leave qualifying leave, it will run concurrently with FML.

Leave for Study

A leave of absence without pay of up to and including twelve (12) months may be granted to an employee to provide an opportunity to gain additional education and skills to better fulfill the specified responsibilities of an employee's present or future position at the University.

The following conditions will be considered in approving a leave for study: whether the request for such a leave is (1) related to an employee's present position in the University; (2) related

to an employee's potential development with the University; (3) part of a program leading to a degree.

An employee is eligible to apply for such a leave if the employee has been employed at least five (5) years at the University. Most benefit plans may be continued for the duration of the Leave for Study. The employee must make arrangements with the Payroll and Employee Benefits Office for the payment of insurance premiums during the duration of the leave. If the employee fails to return to work at the University on or before the expiration of the Leave for Study, the employee will be considered to have resigned from the University. If the employee fails to return to work at the University on or before the expiration of the leave and work for a period of time equal to the length of the leave, the employee must repay the portion of the benefit costs (including Educational Assistance) paid by the University during the leave.

An employee on approved Leave for Study may enroll for up to 17 credit hours per fall semester and/or spring semester and up to 11 credit hours during any combination of summer sessions under the Educational Assistance Program.

Military Leave

A leave of absence will be granted to an employee who is called to a tour of training duty. An eligible employee is entitled to a short-term Military leave with pay not to exceed fifteen (15) calendar days or ten (10) working days in any one calendar year. Evidence, such as military orders, must be submitted to University Human Resource Services before approval for pay will be given.

Active military leave of more than fifteen (15) calendar days or (10) working days will be without pay. Extended Military leave without pay of up to and including five (5) years may be granted after the date of induction, enlistment, or call to active duty.

Benefit plans may be continued during Military Leave. The employee must make arrangements with the Payroll and Employee Benefits Office for the payment of insurance premiums during the duration of the leave.

Military Service Benefits Leave

A leave of absence without pay of up to 10 working days will be granted to the spouse, parent (defined as biological father or mother, adoptive father or mother, or a court appointed guardian or custodian), grandparent (defined as biological grandparent) or sibling (defined as brother or sister by blood, half blood, or adoption) of a person ordered to active duty in the United States armed forces or the National Guard. The employee must have been employed by Ball State University for at least 12 months and have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins. The employee is expected to provide written notice and a copy of the active duty orders if available before taking the leave. The employee may take the leave of absence during one or more of the following periods: 1) during the 30 days before active duty orders are in effect; 2) during a period in which the person ordered to active duty is on leave while active duty orders are in effect; 3) during the 30 days after the active duty orders are terminated. An employee taking such leave is to be restored to the position the employee held before the leave or to an equivalent position. Also, the employee may continue the employee's health care benefits with the University continuing to pay 75% of the premium contribution. An employee may be eligible for child care assistance from the Indiana Military Family Relief Fund.

See the last paragraph under Family and Medical Leave for other benefits under the National Defense Authorization Act for Fiscal Year 2008.

Mutual Leave

A leave of absence without pay of up to six (6) months may be granted when a leave is mutually convenient for the employee and the University, provided a replacement is not required. Mutual leave is not considered a leave entitlement under the Family and Medical Leave Act.

For an employee with at least one year continuous full-time employment, most benefit plans may be continued during the Mutual Leave. The employee must make arrangements with the Payroll and Employee Benefits Office for the payment of insurance premiums during the duration of the leave. If the employee fails to return to work at the University on or before the expiration of the Mutual leave, the employee will be considered to have resigned from the University. If the employee fails to return to work at the University on or before the expiration of the leave and work for a certain period of time, the employee must repay the portion of the benefit costs paid by the University during the leave.

Personal Leave

A leave of absence without pay of up to three (3) months may be granted under special circumstances. Personal leave may be extended an additional three (3) months, not to exceed six (6) months duration. Personal leave is not considered a leave entitlement under the Family and Medical Leave Act.

Benefit plans are not continued during a Personal leave. If the employee fails to return to work at the University on or before the expiration of the Personal leave, the employee will be considered to have resigned from the University.

Pregnancy Leave

A leave of absence without pay of up to three (3) months per pregnancy may be granted to a pregnant employee prior to the time she and her physician determine she is unable to work (and thus eligible for maternity leave). No extension will be granted. Pregnancy leave and child care leave combined cannot exceed six (6) months.

For an employee with at least one year continuous full-time employment with the University, most benefit plans may be continued during the Pregnancy leave. The employee must make arrangements with the Payroll and Employee Benefits Office for the payment of insurance premiums during the duration of her leave. If the employee fails to return to work at the University on or before the expiration of the Pregnancy leave (unless the employee has begun a Maternity leave), the employee will be considered to have resigned from the University. If the employee fails to return to work at the University on or before the expiration date of the Pregnancy/Maternity/Childcare leave(s) and work for a certain period of time, she must repay the portion of the benefit costs paid by the University during the leave(s).

Pregnancy leave is not considered a leave entitlement under the FMLA.

Maternity leave (sick leave) begins at the time the physician determines the pregnant employee is unable to work.

Child Care Leave

A leave of absence without pay of up to three (3) months may be granted to an employee following the birth of an employee's child, and for a female employee after such time as her physician has declared her able to return to work (and thus no longer eligible for maternity leave), or following the adoption or foster care placement of a child. Child Care leave is available to both female and male employees.

Entitlement to the Child Care leave of absence will begin on the date of birth, adoption, or foster care placement of a child and will end on the last day of the twelfth (12th) month following the beginning entitlement date. Child Care leave may be extended an additional three (3) months, providing that Pregnancy leave and Child Care leave combined cannot exceed six (6) months.

For an employee with at least one year full-time employment with the University, most benefit plans may be continued for the duration of the Child Care leave. The employee must make arrangements with Payroll and Employee Benefits for the payment of insurance premiums during the duration of the leave. If the employee fails to return to work at the University on or before the expiration of the Child Care leave, the employee will be considered to have resigned from the University. If the employee fails to return to work at the University on or before the expiration of the Pregnancy/Maternity/Childcare leave(s) and work for a certain period of time, he/she must repay the portion of the benefit costs paid by the University during the leave(s).

To the extent that the Child Care Leave is also a Family and Medical Leave qualifying leave, it will run concurrently with FML.

Voting

An employee who is scheduled to work during the hours in which polls are open for local, state, and national elections may be permitted time off without pay, not to exceed four (4) hours, to vote on election day. Such time off for voting must be arranged in advance with the supervisor.

RETURN TO WORK AFTER ILLNESS/INJURY

Return from an On-the-Job Injury (Worker's Compensation)

If absent from work due to an on-the-job injury, clearance from the University Health Center must be obtained before returning to work.

Return from Other Illness/Injury Absences

For any absence due to illness or injury of between seven (7) and fifty-nine (59) calendar days, an employee must obtain a "Return to Work" release from the employee's healthcare provider and present it to the University Health Center. The Health Center clearance must be presented to the employee's supervisor upon return to work. **Food service employees** must follow this procedure after being absent from work for more than two (2) days due to injury or illness.

For any absence due to illness or injury of sixty (60) or more calendar days, an employee must obtain a "Return to Work" release from the employee's healthcare provider and present it to the University Health Center. The Health Center clearance must be taken to Employee Relations for final clearance. The Employee Relations release must be presented to the supervisor upon return to work.

Whenever an employee is absent from work due to illness or accident for more than ninety (90) working days during any twelve (12) month period, he/she will be placed on limited job protection status for the next twelve (12) months. If during the time the employee is on "limited job protection" status the number of days absent from work, excluding authorized Paid Time Off, exceeds the number of days worked, the employee's position may be reposted. Exception: An employee classified and paid as skilled trades who has at least ten years University Seniority will not be placed on limited job protection status until absent due to illness or accident for more than 120 working days in any twelve month period. Once an employee whose position has been refilled is released to return to work, he/she must bid on all posted service vacancies for which he/she is qualified or his/her future option to bid may be forfeited.

OTHER BENEFITS

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) provides confidential assistance to an employee who experiences personal problems that affect work performance and/or attendance. Problems may be due to alcoholism, drug abuse, emotional problems, relationship difficulties, personal finances, or other concerns. The University recognizes that these problems may jeopardize an employee's health and have a serious impact on his/her life and ability to perform job duties.

The program is CONFIDENTIAL. Neither job performance problems nor opinions of such "personal problems" will be discussed with third parties who do not have a valid interest.

Without altering or amending any of the rights or responsibilities of the employee or the University, it is the University's policy to handle such problems within the following framework:

- ◆ An employee participating in the program will be expected to meet existing job performance standards and established work rules within the framework of existing policies, procedures, and agreements.
- ◆ The University does not waive its responsibility to maintain discipline or the right to invoke disciplinary measures in the case of misconduct, which may result from, or be associated with, personal problems.
- ◆ While participating or following participation in the Employee Assistance Program, an employee should not expect any special privileges or exemptions from standard personnel practices.
- ◆ An employee may obtain assistance under the program either by self-referral, supervisory referral, or family referral.

The University has no desire to intrude on an employee's privacy. The purpose of the program is to help an employee get assistance with problems at the earliest possible time so human and financial loss can be kept to a minimum. For additional information contact the EAP Coordinator in University Human Resource Services at 285-1187.

TRAINING

The University develops training programs to facilitate proper job performance and enhance opportunities for transfers and promotions. Training programs generally will be conducted on University time, although there may be exceptions to this practice. Successful completion of University training programs may be prerequisites for promotion in selected areas.

REMITTED TUITION BENEFITS

Fee Remission Program

An employee who meets the normal admission requirements of the University and who has completed his/her probationary period may enroll for up to six (6) credit hours per fall semester, six (6) credit hours per spring semester, and a total of six (6) credit hours during any combination of summer sessions and have 100% of undergraduate fees waived by the University. This Program is administered through University Human Resource Services (285-1834).

Educational Assistance Program

An employee who meets the normal admission requirements of the University and who is in a probationary period and wishes to take undergraduate classes or non-probationary employee who wishes to take graduate classes, or a non-probationary employee who wishes to take a Leave for Study, may enroll for up to six (6) credit hours per fall semester, six (6) credit hours per spring semester, and a total of six (6) credit hours during any combination of summer sessions and have undergraduate and graduate fees, exclusive of special fees, equal to the greater of (a) 50% of total fees or (b) for on-campus instruction, the contingent portion of general fees and graduate course fees waived. An employee on an approved Leave for Study may enroll for up to seventeen (17) credit hours per fall or spring semesters or eleven (11) credit hours during any combination of summer sessions under this program. This Program is administered through University Human Resource Services (285-1834).

Classes may be audited (no University course credit) without cost to the employee. For a waiver of the audit fee, an employee may obtain a waiver card from either the Admissions Office (for undergraduate classes) or the Graduate School (for graduate classes).

Staff Development Program

An employee who is requested by his/her department head to enroll in course work to enhance his/her skills to meet the needs of the University may have fees or a portion thereof paid. Course work must be directly related to the employee's present position and responsibilities or directly related to the employee's potential assignment within the University. Time away from work to attend such class(es) is considered part of the employee's regular work schedule. This Program is administered through University Human Resource Services (285-1834).

Fee Remission Program for Retirees (Under the Age of 60)

The following three programs: Fee Remission Program for Spouses and Dependent Children, Educational Assistance Program, and Fee Remission Program for Persons Age 60 years

and Over have been revised to allow eligible Ball State University retirees (staff and service personnel who have been granted retirement status or faculty and professional personnel who have been granted emeritus status) to receive remission of fees for undergraduate and graduate courses equal to the greater of the contingent portion of general fees and special course fees or 50 percent of total fees. The Fee Remission Program for Retirees is applicable to retirees as defined above under the age of 60 years of age. For further information about this program, contact Payroll & Employee Benefits (285-8461).

Reduced Fees for Persons Sixty (60) Years of Age or Older

An employee, his/her spouse, and other persons sixty (60) years of age or older who are not otherwise eligible for university fee remission programs are eligible for 50% reduction of the course fees, exclusive of laboratory fees and other special charges, for University courses or programs offered on campus for which such persons are properly qualified. This program includes enrollment in Independent Study course work. Payroll & Employee Benefits or the Bursar's Office can provide further information about this program.

Fee Remission Program for Spouses and Dependent Children

The Fee Remission Program provides spouses and dependent children of eligible employees with the opportunity to enroll in undergraduate course work for credit at a reduced cost. For further information about this program, contact Payroll & Employee Benefits (285-8461).

Limits on Fee Remission Programs

An employee is eligible for remission of fees for fall semester, spring semester, or any combination of summer sessions under only one of the following programs: the Fee Remission Program, the Educational Assistance Program, or the Reduced Fees for Persons Sixty (60) Years or Older Policy.

Contact University Human Resource Services for additional information regarding the remitted tuition benefits for employees and contact Payroll & Employee Benefits for additional information regarding the remitted tuition benefits for retirees, spouses, and dependents.

CLASS ATTENDANCE

On approval of the supervisor, the department head, and the Director of Human Resources, an employee may be permitted to attend a class during the workday if such class is pertinent to the job and will better qualify the employee for the employee's job. In such cases, the class time must be reported as Paid Time Off (PTO) in one (1) hour increments, or arrangements must be made with the supervisor and/or department head and Director of Human Resources for a change in scheduled work hours to make up the time lost. NOTE: No more than one (1) class may be taken during an employee's regularly scheduled working hours.

TIME RECORDS AND PAYCHECKS

Pay is calculated on a bi-weekly basis, and paychecks are available on the Friday following the appropriate pay period. An employee should consult with his/her supervisor regarding the method of paycheck distribution in the department. If an error is detected in the paycheck, contact your immediate supervisor promptly.

WAGE ADJUSTMENTS

The wages of all employees are reviewed annually and pay adjustments may be made as determined to be appropriate by the Board of Trustees.

SHIFT PREMIUM

A shift premium will be paid to an employee who is regularly assigned for the majority of the workweek to the second or third shift as follows:

Second shift: \$.18/hour shift premium. The second shift is any regularly scheduled shift starting between 2:00 p.m. and 10:00 p.m.

Third shift: \$.30/hour shift premium. The third shift is any regularly scheduled shift starting between 10:00 p.m. and 5:00 a.m.

OVERTIME

In general, overtime is paid at the rate of one and one-half (1 1/2) the regular hourly rate. The University will endeavor to distribute overtime as equitably as possible in accordance with the overtime provisions. In all cases the Overtime Agreement shall govern.

Overtime must be approved by a supervisor before it is worked. An employee is prohibited from working unauthorized overtime or from working "off-the-clock".

GARNISHMENTS AND TAX LEVIES

Garnishments and tax levies are attachments to an employee's pay for an unpaid debt. The University is required by law to withhold wages due when a garnishment or tax levy has been served on the University, and it may collect a fee from the employee for this action. Such attachment on wages will be released upon receipt by the University of an order from the court or tax agency that issued the attachment or upon full compliance with the garnishment order.

RULES AND REGULATIONS

Employment at the University brings many benefits to the employee, but accepting a job at the University also includes accepting the responsibilities that go with the position. For example, tardiness and excessive absenteeism cannot be tolerated. Maintaining the proper decorum and wearing the appropriate attire for the position held and the work station occupied are required. A satisfactory level of performance on each of the tasks and responsibilities identified in the position description or assigned by the supervisor is expected.

DISCIPLINARY STEPS

The University's progressive disciplinary policy ranges from verbal warnings to discharge. The four-step disciplinary procedure is as follows:

- Step 1: Verbal Warning - all verbal warnings are documented in writing
- Step 2: Written Warning
- Step 3: Suspension without pay, 3 days
- Step 4: Up to and including discharge

Variations in these penalties may take place, at the sole discretion of the University, where there are extenuating circumstances, including prior unlike violations.

When, in the interest of the employee and/or the University, a supervisor suspends an employee for the duration of the workshift, such action will be reported to Employee Relations (285-1823).

The examples discussed above and in the following rules are meant to be illustrative and should not be considered exhaustive.

Examples of Violations	Disciplinary Steps
1. Excessive Tardiness	1 2 3 4
2. Excessive Absenteeism	1 2 3 4
3. Careless or substandard workmanship resulting in such things as, waste, spoilage, or delay and/or failure to follow directions given by a supervisor	1 2 3 4
4. Posting, defacing, or removing notices from University bulletin boards or in other places	1 2 3 4
5. Failure to report for overtime work after acceptance without a justifiable reason or failure to promptly notify the University	1 2 3 4
6. Engaging in horseplay or scuffling	1 2 3 4
7. Leaving the work location during workshift without authorization	1 2 3 4
8. Idling, loafing, or inattention during working hours	1 2 3 4
9. Failure to properly ring time clock	1 2 3 4
10. Failure to promptly notify supervisor on each day of unscheduled absence	1 2 3 4
11. Using profane or obscene language or gestures	1 2 3 4
12. Violations of minor safety rules and practices	1 2 3 4
13. Misusing, damaging, or destroying University property	2 3 4
14. Gambling or possession of gambling devices or paraphernalia on University property	2 3 4
15. Insubordination	3 4
16. Violations of major safety rules or practices	3 4
17. Sleeping or giving the impression of sleeping during working hours	3 4
18. Ringing another employee's time card or having one's time card rang by another person	3 4

19.	Falsifying or altering time cards or other records without regard to time of discovery	3 4
20.	Reporting to work while under the influence of alcoholic beverages, unlawful controlled substances, counterfeit drugs, misused prescription drugs, or their possession or use/misuse on University property	3 4
21.	Immoral conduct or indecency	3 4
22.	Fighting, assaulting, threatening, or attempting bodily harm to anyone on University property	4
23.	Unexcused absence of three consecutive days	4
24.	Conviction in a civil or criminal court or detention by law enforcement authorities without a reason acceptable to the University	4
25.	Theft of employee, University, or student property or unauthorized conversion of employee, University, or student property	4
26.	Unauthorized possession of weapons or explosives on University property	4
27.	Any other conduct which is inconsistent with proper behavior	Penalty depends on circumstances
28.	Multiple violations, whether or not simultaneous, of the foregoing rules and regulations	Penalty depends on circumstances
29.	Falsification of employment application without regard to time of discovery	Penalty depends on circumstances

Disciplinary action will not be imposed for violations of rules 1-12 more than three months after the date of the violation unless disciplinary action has previously been taken for violation of the same rule.

GRIEVANCES

An employee should initially direct questions and concerns to his/her immediate supervisor. A formal five (5) step procedure for processing a grievance is in place. In all cases, the Grievance Procedure shall govern.

ATTENDANCE RULES AND REGULATIONS for SERVICE PERSONNEL

Section 1. Scheduled Absences

- A. Scheduled absences are absences from work for scheduled paid time off (PTO), jury duty, union business, and funeral leave which are scheduled and approved by supervision in advance and according to the departmental guidelines for scheduling such absences. Note: An employee should schedule paid time off (PTO) in advance to attend personal medical or dental appointments.
- B. Other leaves of absence may be approved in accordance with specific leave policies and departmental and university guidelines and will be considered as scheduled

absences. It is the employee's responsibility to provide justification including supporting information acceptable to the university in order for the absence to be approved. Such absences include extended and intermittent Family and Medical Leave (FML), Extended Personal Sick Leave, Emergency Leave, Pregnancy Leave, Child Care Leave, Personal Leave, Mutual Leave, Leave for Study, Military Leave, and short leaves of up to ten (10) consecutive days of absence without pay as authorized by supervision.

Section 2. Unscheduled Absences

- A. Unscheduled absences are absences from work due to personal illness or injury, personal medical or dental appointments, or for the care of immediate family members during their illness or injury. Unscheduled absences may also be utilized to deal with personal emergencies, but in such cases cannot be taken in more than one day increments. The university's attendance policy is intended to protect employees from the loss of income as they attend to these matters, recognizing that maintaining a healthy workforce is both operationally and socially desirable.
- B. Unscheduled absences may be approved or unapproved. If the employee properly follows the procedures and requirements set forth in the Attendance Rules and Regulations, unscheduled absences shall be considered approved. Failure to properly notify supervision and obtain approval for unscheduled absences may result in disciplinary action, in accordance with the university's progressive discipline policy.
- C. Except during times when the University has determined no employees may be spared from work, an employee may be permitted to utilize up to forty (40) hours of his/her accrued paid time off (PTO) balance during a fiscal year without scheduling it in advance provided:
 - 1. he/she properly reports his/her absence from work within the departmental prescribed time;
 - 2. the absence is not for less than four (4) continuous hours;
 - 3. the absence is for the employee's own personal illness or injury, to attend personal medical or dental appointments, to take care of an ill or injured family member, or to deal with personal emergencies; and,
 - 4. the University determines there are no suspicious circumstances.

NOTE: An employee in the Residence Hall Dining Service seniority department or in the Bus Driver job classification may utilize this section (2.C.) during normal operating periods unless special circumstances dictate that no employees may be spared from work.

- D. In the event the reason for the unscheduled absence is due to an FML qualifying

reason, an employee must make his/her supervisor aware that the absence is for an FML qualifying reason, and:

1. When the FML is foreseeable, provide the supervisor with at least thirty (30) days advance notice.
 2. When the FML is unforeseeable or is foreseeable but thirty (30) days advance notice is not possible, provide his/her supervisor with advance notice as soon as practicable [within one to two (1-2) working days except in extraordinary circumstances] after he/she becomes aware of the need for leave.
 3. When the FML is needed on an intermittent basis, the employee and employer shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the employer's operations, subject to the approval of the health care provider.
- E. An employee may be permitted to utilize up to thirty-two (32) absence hours for non-serious health conditions during a fiscal year provided:
1. he/she properly reports his/her absence from work within the departmental prescribed time;
 2. the absence is not for less than four (4) continuous hours;
 3. the absence is for the employee's own personal illness or injury or to attend personal medical or dental appointments, or to take care of an ill or injured family member;
 4. the University determines there are no suspicious circumstances;
 5. within seven (7) working days from the start of the absence, the employee submits a properly completed Medical Certification of Employee's Need for Sick Leave form that substantiates the absence from work; and
 6. the employee has enough banked income protection hours to cover the entire period of absence.

Section 3.

A. **Extended Absences**

If an employee must be absent from work for an extended period of time, he/she should apply for a scheduled leave of absence as indicated in Section 1.

B. **Excessive and Unexcused Absenteeism**

If an employee is absent from work and not on an approved scheduled or approved unscheduled absence, he/she will be subject to disciplinary action in accordance with the university's progressive discipline for rule #2-Excessive Absenteeism or rule #23-Unexcused Absence of Three Consecutive Days.

Exception: If the employee believes his/her absences will qualify as FML or EPSLA, but the employee is unable to provide medical certification to qualify for such leaves, then the university will not consider such absences of three consecutive days or more as unexcused and in violation of rule #23 (Handbook for Bargaining Unit Employees), but rather will treat it as a violation of rule #2 (Handbook for Bargaining Unit Employees), if the employee provides a completed Medical Certification of Employee's Need for Sick Leave to the University within seven (7) working days after receiving notification from the University that his/her FML or EPSLA request has been denied.

If the University determines there are suspicious circumstances, the employee must submit a properly completed Medical Certification of Employee's Need for Sick Leave form that substantiates the absence from work within seven (7) working days after the University advises the employee of this requirement or the absence will be considered unexcused and the employee will be subject to disciplinary action.

Section 4. Tardiness

- A. Tardiness is defined as an unapproved absence from work of less than one (1) hour in duration at the beginning of a work shift or immediately following a designated lunch period.
- B. If it is determined that an employee has an excessive number of tardies, he/she will be subject to disciplinary action in accordance with the university's progressive disciplinary policy.

Section 5. On-The-Job Injury Absences

- A. On-the-job injury absences are absences that occur because of a university job related injury that is accepted as a legitimate claim by the university.
- B. All on-the-job injuries must be reported to supervision immediately following the injury, during the same shift on which the injury occurred.
- C. When such legitimate absences are substantiated by the Health Center, they will be considered an approved scheduled absence.
- D. If absent for two (2) or more days as result of an on-the-job injury, a clearance from the university Health Center is required.
- E. An employee may elect to utilize Income Protection Bank hours, scheduled paid time off (PTO), or excused lost time during the first seven calendar days of disability due to an on-the-job injury absence.

Section 6. Return to Work Releases

- A. Any employee absent from work because of illness or injury for seven (7) or more calendar days must obtain a "Return to Work" release from the university Health Center before returning to work.
- B. An employee who works in any department that serves food must obtain a "Return to Work" release from the university Health Center before returning to work after an illness or injury absence of more than two (2) days (two days plus any additional hours).

Section 7. Miscellaneous

- A. Current university and departmental policies and procedures governing various leaves remain in effect except where the Attendance Rules and Regulations indicate otherwise.

EXCESSIVE TARDINESS GUIDELINES

Tardiness is defined as an unapproved absence from work of less than one (1) hour in duration at the beginning of a work shift or immediately following a designated lunch period. [Any absence after the official work shift start time up to fifty-nine (59) minutes.]

Official Ball State University time (according to the time clock) will be used to measure tardiness. An employee's failure to properly ring the time clock may result in disciplinary action for violation of Rule #9.

Where adequate documentation can be provided by the employee (e.g. car repair receipt, power outage verification, severe weather, etc.), the department head and/or his/her designee may consider the circumstances and excuse such tardiness.

Employees should follow call-in procedures if at all possible; reporting anticipated tardiness helps supervision plan work accordingly. Only the department head and/or his/her designee may excuse an employee for failure to promptly notify supervision of tardiness. An employee's unexcused failure to follow call-in procedures and promptly notify supervision may result in disciplinary action for violation of Rule #10.

Unexcused tardiness will result in disciplinary action for violation of Rule #1-"Excessive Tardiness" as follows:

- VERBAL WARNING:
 - ◆ Two tardies of 5 minutes or less in a pay period
 - ◆ One tardy of 6 to 59 minutes in a pay period
- WRITTEN WARNING:
 - ◆ Two tardies of 5 minutes or less in a pay period which occur after the issuance of the verbal warning and during the next six consecutive pay periods
 - ◆ One tardy of 6 to 59 minutes which occurs after the issuance

of the verbal warning and during the next six consecutive pay periods

- SUSPENSION:
- ◆ Two tardies of 5 minutes or less in a pay period which occur after the issuance of the written warning and during the next six consecutive pay periods
 - ◆ One tardy of 6 to 59 minutes which occurs after the issuance of the written warning and during the next six consecutive pay periods
- DISCHARGE:
- ◆ Two tardies of 5 minutes or less in a pay period which occur after the issuance of the suspension and during the next six consecutive pay periods
 - ◆ One tardy of 6 to 59 minutes which occurs after the issuance of the suspension and during the next six consecutive pay periods

DELINQUENT ACCOUNTS OWED THE UNIVERSITY

The “Procedures for Collecting Delinquent Accounts Owed the University by its Employees” were passed by the Board of Trustees in order to collect charges remaining unpaid after sixty (60) calendar days following appropriate hearings and other appeal procedures, if any, have been concluded. This “Procedure” outlines the specific employee privileges that will be withheld and provides for recording of delinquent account information in the employee's personnel file. In addition to the withholding of employee privileges, progressive disciplinary action, up to and including termination, will be assessed.

POLICIES

AMERICANS WITH DISABILITIES ACT (ADA)

If a disabled Ball State University employee needs a workplace accommodation, that employee should contact the Office of University Compliance immediately upon learning of the need for the accommodation. All disability accommodation requests will be reviewed in a timely manner, and through an interactive process typically involving the employee, the supervisor of the employee, and the Office of University Compliance.

If an employee is only temporarily impaired, he/she should work with his/her immediate supervisor and/or department head to determine if work is available within the parameters of the specific temporary restrictions. Temporary impairments are not covered by the ADA.

ANTI-HARASSMENT POLICY

Harassment of students or employees at Ball State University on the basis of race, color, national origin, ancestry, religion, creed, gender*, sexual orientation, age or physical or mental disability is unacceptable and will not be tolerated. Such conduct is inconsistent with the

University's commitments to excellence and to respect for all individuals. This Policy is intended to complement the University's Equal Opportunity and Affirmative Action Policy.

The University is also committed to protecting the academic freedom and freedom of expression of all members of the University community. This Policy will be construed and applied in a manner that protects the academic freedom and freedom of expression of all parties to a complaint. Academic freedom and freedom of expression include but are not limited to the expression of ideas, philosophies, or religious beliefs, however controversial, in classroom or other academic settings.

The term 'harassment,' as used in Paragraph 1 of this Policy, refers to verbal, physical, graphic or written conduct that has the purpose or effect of creating a hostile or intimidating environment; i.e., conduct which is sufficiently severe, pervasive, or persistent that it interferes significantly with an individual's employment, education, or living conditions. The conduct alleged to constitute harassment under this Policy will be evaluated from the perspective of a reasonable person similarly situated to the complainant and considering all of the facts and circumstances. Harassment must be distinguished from behavior which, even though unpleasant or disconcerting, is appropriate to the carrying out of instructional, advisory, or supervisory responsibilities. Instructional responsibilities, in particular, require appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation.

Members of the University community and others who believe they have been harassed in violation of this Policy by University employees or students, or by contractors or vendors serving the University, may contact the Office of University Compliance. Formal complaints must be filed in the Office of University Compliance within 45 calendar days following the occurrence of the act, incident, conduct, or pattern of conduct constituting the alleged violation. Such complaints will be processed under the "Ball State University Office of Equal Opportunity and Affirmative Action Complaint Investigation Procedure and Appeal Process." A copy of this document may be obtained by contacting the Office of University Compliance. Complaints involving students may instead be filed in the Office of the Vice President for Student Affairs, for handling under the procedures set forth in the Student Code.

Any University employee who becomes aware of conduct by another University employee, student, vendor or contractor which the employee reasonably believes constitutes harassment under this Policy shall report the conduct immediately to the Office of University Compliance; or, if the harassment involves students, the conduct may instead be reported to the Office of the Vice President for Student Affairs. To knowingly file a false or malicious complaint or report of harassment is a violation of this Policy.

*This Policy covers gender-based harassment that is non-sexual in nature. Sexual harassment is covered by a separate "Statement on Sexual Harassment."

ANTI-NEPOTISM POLICY AND PROCEDURES

This anti-nepotism policy is intended to reinforce the University's commitment to employment practices which create and maintain constructive working relationships within the University community and which reflects the University's commitment to management practices that are fairly,

efficiently, and evenhandedly applied to all Staff and Service Personnel and applicants for employment in these job classifications without actual or apparent bias or favoritism.

1. It is the general policy of Ball State University not to employ, or to continue to employ, relatives on a regular or part-time basis within the same functional work unit or to have one relative under the direct supervision of another relative.
 - A. A relative, for the purposes of this policy, is defined as an individual for whom a faculty or professional or staff or service employee has been assigned legal responsibility in a guardianship capacity, parent, child, brother, sister, spouse, aunt, uncle, niece, nephew, grandparent, grandchild, step-parent, step-child, step-brother, step-sister, step-grandparent, step-grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, grandchild-in-law, step-father-in-law, and step-mother-in-law.
 - B. For the purposes of this policy, a "functional work unit" normally will be defined as an academic department or an administrative office. If questions should arise as to what constitutes a "functional work unit" in the administration of this policy, that determination will be made by the University Officer to whom the unit reports within which the affected employees are employed.
 - C. For the purposes of this policy, "direct supervision" means the lowest level of supervision responsible for assigning work, supervising activities related to that work, appraising performance, determining salary or wage increase, and/or making decisions in regard to the hiring, firing, and disciplining of an employee.
 - D. In addition to the prohibition against the direct supervision of a staff or service employee by a relative, no faculty or professional or staff or service employee shall initiate, participate in, or in any way influence institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary/wage, leave of absence, grievance adjustment, etc.) to members related by family or marriage as defined in paragraph 1.A. above. In instances where a conflict of interest might occur because of general supervisory responsibilities (supervision at least one step above that of the direct supervisor) under normal operating procedures, the responsibility for institutional decisions involving a direct benefit will pass to the next higher administrative level.
2. If any of the relationships defined in paragraph 1. above are created subsequent to the employment of the affected staff or service employee, one of the persons affected must give up his or her position no later than six (6) months from the date the relationship was established. Within thirty (30) days after the relationship as defined in paragraph 1. above has been established, the affected persons must inform in writing the University Officer to whom the unit in which he or she is employed reports that such a relationship exists and

must state which of the affected persons will relinquish his or her position. Should the written notification to the University Officer fail to specify which of the affected persons will give up his or her position, it will be assumed that the party with the least seniority (length of continuous service from the last date of hire at the University) will relinquish his or her position. The person giving up his or her position may be reemployed within the University subject to the needs of the University.

3. Whenever any supervisor may propose because of the best interests of the University to employ a person, or to continue the employment of a person, in a position where he or she would be working in the same functional work unit with a relative or would be under the direct supervision of a relative as specified in paragraph 1., such supervisor shall prepare a written request for approval of such employment setting forth the reasons for the request. The request shall be submitted to his or her immediate supervisor for review and recommendation, through each higher supervisory level, to the University Officer responsible for the affected unit. The University Officer may reject the request or grant it subject to such conditions as he or she may deem appropriate and in the best interests of the University and in such a way as to be consistent with the general purposes of this policy as set forth above. If the request is granted, it shall be for a period of no more than twelve (12) months and shall be conditional upon the annual review procedure set forth in paragraph 4.
4. The University Officer shall review annually each request previously approved. If the University Officer finds that the circumstances under which the approval was granted have materially changed or that the conditions attached to the approval, if any, are ineffective or inadequate, he or she shall take action as he or she finds to be in the best interests of the University, including termination of the employment or continuance of the employment under different conditions. The affected employee(s) may appeal the decision by the University Officer as provided in section 4 of this policy through the appropriate Grievance Procedure--Staff/Non-Bargaining Unit Affiliated with Staff or Service Personnel.
5. Students, graduate assistants, research assistants, and doctoral fellows employed by the University are covered under this policy.
6. If a University Officer is made aware of possible violations of this policy, he or she shall have the matter investigated. If the facts alleged are found to be correct so as to establish a violation of this policy, the President may terminate the employees violating the policy or the person having administrative supervision of the affected employees may request, pursuant to paragraph 3., that the employment be continued, in which event the matter shall be treated as provided in paragraphs 3. and 4.
7. This policy applies to all persons employed after the effective date of the adoption of the policy. This policy also applies to persons whose employment precedes the adoption of this policy with the following exceptions:

- A. persons who directly supervise another person related by family or marriage upon the effective date of the adoption of this policy shall not be subject to the provisions of this policy in regard to that supervisory relationship as long as the incumbents remain in their current positions; or
- B. persons related by family or marriage who are employed within the same functional work unit upon the effective date of the adoption of this policy shall not be subject to the provisions of this policy in regard to that working relationship as long as the incumbents remain within the same functional work unit in non-supervisory positions.

CODE OF ETHICS

Many University employees have access to student records and to the records of other employees. Information concerning students or other employees is not to be discussed with anyone, including a fellow employee, who is not directly connected with the office in which the records are kept unless that person specifically has been authorized to receive such information.

Because various federal and state laws govern the release of confidential information, inquiries about students or other employees should be referred to the department head or chairperson unless the employee has received specific direction concerning the release of such information. Divulging confidential information to unauthorized personnel may result in immediate dismissal.

Complaints of unethical behavior should be reported to the supervisor of the individual whose behavior is being questioned. If the person making the allegation of unethical behavior does not feel comfortable reporting the situation to the appropriate line administrator, the employee may report the concerns to University Human Resource Services.

CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT POLICY

It is the responsibility of each employee to promptly and prospectively disclose a conflict of interest or a conflict of commitment involving the affairs or activities of that employee. Examples of activities that may, depending on the facts and circumstances, constitute such a conflict are: (i) activities of the employee which advance his or her own financial, professional, or other interests, or those of a dependent, to the detriment of the University; (ii) teaching by a full-time faculty member at another educational institution, including teaching through the Internet; (iii) utilizing University students, employees, facilities or materials in the pursuit of outside activities from which the University will derive no benefit; and (iv) engaging in research or consulting activities that interfere or compromise the employee's execution of his or her University responsibilities. Contact the Office of Academic Research and Sponsored Programs for the appropriate forms regarding this policy.

CONSENSUAL SEXUAL OR ROMANTIC RELATIONSHIP POLICY

Legal and ethical risks are inherent in any sexual or romantic relationship between a person with instructional responsibilities (full-time or part-time faculty, lecturer, visiting professor, graduate assistant, or tutor) and a student whose academic work is being supervised by the person with instructional responsibilities, even when the relationship seems to be consensual. The same is true

of a sexual or romantic relationship between a person with non-instructional supervisory responsibilities (faculty, administrator, staff, or student) and someone over whom the person has supervisory responsibility. Individuals involved in a romantic relationship cannot be expected to be able to render an objective assessment of the performance of his or her partner in the relationship; the ability to render an objective assessment is crucial to the role of instructor or supervisor.

Because of these legal and ethical risks, it is the university's policy that persons shall not have instructional or supervisory responsibilities over anyone with whom they have a sexual or romantic relationship. If such a relationship exists or develops, the person with instructional or supervisory responsibilities shall immediately make arrangements to terminate his or her instructional or supervisory responsibilities over the partner in the relationship. A member of the campus community who fails to withdraw from participation in decisions that may reward or penalize the party with whom he or she has or has had a sexual or romantic relationship will be deemed to have violated his or her ethical obligation to the university.

Violations of this policy may be reported to the Office of University Compliance or in the case of a student, he or she may report the conduct to the administrative head of Student Affairs. All such complaints and reports will be investigated in accordance with the "Equal Opportunity and Affirmative Action Complaint Investigation Procedure and Appeal Process." To knowingly file a false or malicious complaint or report is a violation of this policy.

DRUG ABUSE POLICY

The Drug-Free School and Communities Act Amendments of 1989 require the University adopt and implement a program to prevent the unlawful possession, use, or distribution of illegal drugs and alcohol by employees and students. In addition, the Drug-Free Workplace Act of 1988 and the State of Indiana Drug-Free Workplace Executive Order of 1990 require the University to establish and maintain a policy designed to create a drug-free workplace.

The University does not condone the inappropriate use of a controlled substance by any individual employed by the University. Therefore, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in University facilities which is a violation of federal and state law is prohibited. Compliance with this policy is a condition of employment and violations may be cause for one or more of the following actions:

- ◆ Referral to the Employee Assistance Program for evaluation and assessment to determine appropriate treatment for rehabilitation;
- ◆ Participation in a drug rehabilitation program;
- ◆ Suspension from the University; and/or
- ◆ Termination of employment.

For a copy of the complete policy text, contact University Human Resource Services.

ELECTRONIC COMMUNICATIONS POLICY

Access to computing resources is a privilege made available to all university faculty, staff, and students, not a right, much like a privilege of using Ball State University Libraries. Certain responsibilities accompany that privilege, and understanding them is important for all computer users. Users must comply with all federal, state and local laws: all university rules and policies; and

all applicable contracts and licenses.

In general, information stored within an individual's computer or computer account on shared resources is considered confidential, whether protected by the computer operating system or not, unless the owner intentionally makes that information available to other groups or individuals. However, users have no right for information stored on computing resources to remain confidential from those who need to know in instances where the University has reason to believe the user is using these resources in an illegal or unethical manner, or in a way inconsistent with the University's institutional purposes or mission.

Electronic communications, including electronic mail, voice mail or Internet services may be monitored when requested by subpoena or law enforcement agencies or when the University has reasonable cause to believe that an individual may have (a) damaged or threatened damage against the university or University's computing system; (b) used the University's computer resources to harass or threaten another individual; (c) violated federal, state or local laws; or (d) violated policies contained within the *Student Code Handbook*, *Handbook for Nonexempt Staff Personnel*, *Handbook for Exempt Staff Personnel*, *Faculty and Professional Personnel Handbook*, *Handbook for Service Personnel*, or other policies adopted by the Board of Trustees.

A complete copy of the University's Computer Users' Privileges and Responsibilities policy may be obtained from University Computing Services or on the web at <http://www.bsu.edu/ucs/>.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

Ball State University provides equal opportunity to all employees and applicants for employment in its recruitment, hiring, retention, promotion, tenure, transfer, layoff, return from layoff, training, and other employment decisions and in its compensation and benefits programs without regard to race, religion, color, sex (except where sex is a bona fide occupational qualification), sexual orientation, physical or mental disability, national origin, ancestry, age, or citizenship (for U.S. citizens and protected lawfully-admitted aliens).

The University also takes affirmative action to employ and advance minorities, women, qualified disabled person, and qualified disabled veterans and veterans of the Vietnam era. Information concerning the University's affirmative action programs can be obtained from the Office of University Compliance, Ball State University, Muncie, IN 47306.

Each line administrator is responsible for ensuring that educational and employment decisions are made and implemented in accordance with the University's equal opportunity and affirmative action policy. All persons involved in the decision-making process, including members of faculty and other employee committees, shall act in a non-discriminatory manner. The Office of University Compliance is responsible for developing, coordinating, and implementing policies and procedures for institutional compliance with all applicable federal and state equal opportunity laws and regulations and for preparing and monitoring compliance with required affirmative action programs.

Complaints regarding unlawful discrimination should be filed within 45 calendar days following the alleged act or incident giving rise to the complaint in the Office of University Compliance in accordance with the *Ball State University Equal Opportunity and Affirmative Action Complaint Investigation Procedure and Appeal Process*. A copy of this document may be obtained by contacting the Office of University Compliance.

The President will review the University's equal opportunity and affirmative action policy and programs at least once each year, measure progress against the objectives stated in the affirmative action programs, and report findings and conclusions to the Board of Trustees.

GLBA INFORMATION SECURITY PROGRAM

Ball State University is committed to providing a security program mandated by the Federal Trade Commission's Safeguard Rule and the Gramm Leach Bliley Act (GLBA). This program ensures the security and confidentiality of any record containing non-public financial information about a student or other third party who has a relationship with Ball State University. In addition to this coverage which is required by federal law, Ball State University chooses as a matter of policy to also include in this definition any credit or debit card information received in the course of business by the University whether or not such credit or debit card information is covered by the GLBA. Examples of student financial information include but are not limited to the following: bank and credit card numbers; income, credit histories, and other consumer report information; social security numbers; loan information, including loan applications and loan servicing; loan collection and delinquent loan processing; money wiring and other electronic funds transfers; financial aid information; student account balance information; other non-public personally identifiable information relating to a financial transaction.

HAZARD COMMUNICATION STANDARD

The University complies with the Occupational Safety and Health Act Hazard Communication Standard as adopted by the Indiana Occupational Safety and Health Act. In accordance with that Standard, the University has developed and implemented a written hazard communication program which includes appropriate employee training, together with related documents, including material safety data sheets (MSDS). Copies of the program including related documents and MSDS are kept in departmental offices. Environmental Health and Safety in Facilities Planning & Management has overall responsibility for the program.

BALL STATE UNIVERSITY'S STATEMENT ON SEXUAL HARASSMENT

1. Harassment on the basis of sex is a form of illegal sex discrimination. Sexual harassment in employment violates Title VII of the Civil Rights Act of 1964, as well as state law. Student-on-student sexual harassment and sexual harassment directed toward a student by a University employee violates the Title IX of the Education Amendments of 1972.
2. Ball State University will not tolerate sexual harassment of students or employees by members of its faculty or staff, its students or by other agents of the University and will respond in a suitable manner to every complaint.
3. The University has adapted the Equal Employment Opportunity Commission (EEOC) definition of sexual harassment for our academic community: Sexual harassment is defined as any unwelcome sexual advance, request for sexual favor or other unwelcome verbal or physical conduct of a sexual nature, whether committed on or off campus, when:
 - 3.1 submission to such conduct is made, either explicitly or implicitly, a term or

- condition of an individual's employment or participation in a University-sponsored education program or activity;
- 3.2 submission to or rejection of such conduct by an individual is used as the basis or threatened to be used as the basis for employment decisions or academic decisions or assessments affecting an individual; or
 - 3.3 such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or educational environment. Such conduct will typically be directed against a particular individual or individuals and will either be abusive or severely humiliating or will persist despite the objection of the person targeted by the speech or conduct.

Sexual harassment includes but is not limited to situations where one person has authority over another. In such situations, sexual harassment is particularly serious because it may unfairly exploit the power inherent in a faculty member's or supervisor's position.

4. Sexual harassment can be verbal, visual, physical or communicated in writing or electronically. Some conduct obviously constitutes sexual harassment -- such as a threat that a grade or promotion will depend on submission to sexual advance. But whether particular conduct constitutes sexual harassment will often depend upon the specific context of the situation, including the participants' reasonable understanding of the situation, their past dealings with each other, the nature of their professional relationship (e.g., supervisor-subordinate, colleague, etc.) and the specific setting. The inquiry can be particularly complex in an academic community, where the free and open exchange of ideas and viewpoints preserved by the concept of academic freedom may sometimes prove distasteful, disturbing or offensive to some. Sexual harassment must be distinguished from behavior which, even though unpleasant or disconcerting, is appropriate to the carrying out of instructional, advisory, or supervisory responsibilities. Instructional responsibilities, in particular, require appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation.
5. Examples of conduct which may constitute sexual harassment include but are not limited to:
 - 5.1 request for sexual favors;
 - 5.2 unwelcome physical contact such as hugging, rubbing, touching, patting, pinching, or brushing another's body;
 - 5.3 veiled suggestions of sexual activities;
 - 5.4 requests for private meetings outside of class or business hours for other than legitimate academic or business-related purposes;
 - 5.5 use in the classroom of sexual jokes, stories or images in no way germane to the subject of the class;
 - 5.6 use in the workplace of sexual jokes, stories or images in no way germane to the subject of the work environment;
 - 5.7 remarks about a person's body or sexual relationships, activities or experience that

- are in no way germane to the subject of the work or academic environment;
- 5.8 use of inappropriate body images to advertise events.
6. Members of the University community can expect to be free from sexual harassment and thus all members of the University community should guard against it. The fact that someone did not intend to sexually harass an individual is generally not considered a sufficient defense to a complaint of sexual harassment, although the reasonableness of the accused's perceptions may be considered. In most cases, it is the effect and characteristics of the behavior on the complainant and whether a reasonable person similarly situated would find the conduct offensive that determine whether the behavior constitutes sexual harassment.
 7. The University will not tolerate retaliation or discrimination against persons who report or charge sexual harassment or against those who testify, assist or participate in any investigation, proceeding or hearing involving a complaint of sexual harassment. In this context, retaliation means speech or conduct that adversely affects another's terms or conditions of employment or education and is motivated by an intent to harm the targeted person because of his or her participation in the filing or investigation of an allegation of sexual harassment. Any such retaliation -- or encouragement of another to retaliate -- is a serious violation of University policy and law, independent of whether the particular claim of sexual harassment is substantiated. Anyone who believes he or she has been subjected to retaliation in violation of this rule may use the procedures described in this policy to complain and seek redress.
 8. Any member of the University community who believes he or she is being sexually harassed or is being retaliated against is encouraged to contact the Office of University Compliance and make a complaint. The complaint will be investigated in accordance with the *Equal Opportunity and Affirmative Action Complaint Investigation Procedure and Appeal Process*. A copy of this document may be obtained by contacting the Office of University Compliance.
 9. The University can respond to specific instances and allegations of harassment only if it is aware of them. The University therefore encourages anyone who believes that he or she has experienced sexual harassment to come promptly forward (typically within 45 calendar days) with inquiries, reports or complaints and to seek assistance from the Office of University Compliance. In addition, any University employee who becomes aware of instances or allegations of sexual harassment by or against a person under his or her supervisory authority must report them to the Office of University Compliance. It shall be the responsibility of the Office of University Compliance to respond to allegations and reports of sexual harassment or refer them to other University officials for an appropriate response.
 10. Any dean, chairperson, director or department head or other similar administrator who

becomes aware of information indicating a significant likelihood of sexual harassment must report such information to the Office of University Compliance. These administrators must respond not only when they receive a specific complaint or report alleging improper activity, but also when such matters come to their attention informally. Unconfirmed or disputed allegations should be clearly labeled as such and reports should indicate any steps already taken to respond. Administrators should consult the Office of University Compliance prior to responding to any situation involving alleged harassment.

11. Possible sanctions for a person found engaging in behavior which is in violation of this policy include but are not limited to the following:
 - 11.1 oral or written reprimand, placed in personnel file;
 - 11.2 required attendance at a sexual harassment sensitivity program;
 - 11.3 an apology to the victim;
 - 11.4 loss of salary or benefit, such as sabbatical or research or travel funding;
 - 11.5 transfer or change of job, class or residential assignment or location (i.e., removing the person from being in a position to retaliate or further harass the victim);
 - 11.6 demotion
 - 11.7 suspension, probation, termination, dismissal or expulsion.

While counseling is not considered a sanction, it may be offered or required in combination with sanctions. Where alcohol/drugs are involved in the sexual harassment, such counseling may include a substance abuse program.

If students or student groups are guilty of sexual harassment, any of the sanctions set forth in the "Code of Student Rights and Responsibilities" may also be invoked.

12. The University seeks to protect the rights of all persons, accusers and accused, to fair procedures. Accusations of sexual harassment frequently have injurious, far-reaching effects on the careers and lives of accused individuals. Allegations of sexual harassment must be made in good faith and not out of malice. Knowingly making a false or frivolous allegation of sexual harassment will be considered a serious violation of University policy.

SMOKING POLICY

Ball State University has demonstrated a continuing commitment to the health and wellness of its students, faculty, and staff as evidenced by the John and Janice Fisher Institute for Wellness, various wellness programs, employee health enhancement programs, and a number of curricula devoted to developing health and wellness professionals. Years of documented research has substantiated the health problems caused by both smoking and secondhand smoke. The State of Indiana adopted the Clean Indoor Air Law which is applicable to all state entities. The law sets forth minimum guidelines but allows state entities to adopt a more stringent policy if they desire. Therefore, Ball State University establishes the following smoking policy for all facilities, campus areas, and vehicles in which the university functions or services are carried out or offered. All university students, employees, contractors, and visitors are subject to these regulations.

1. As used herein, "smoking" means the carrying or holding of a lighted cigarette, cigar, pipe, or any other lighted smoking equipment or the inhalation or exhalation of smoke from any lighted smoking instrument.
2. Smoking is prohibited in all university buildings and outdoor campus areas except for officially posted designated smoking areas.
3. Smoking is prohibited in all university vehicles, including maintenance vehicles, automobiles, and public carriers.
4. Smoking may be permitted in the following areas:
 - A. In officially posted designated smoking areas.
 - B. In venues where artistic productions are held when it is called for by the director of a production. Smoking may be done only by the specified characters during rehearsals and performances. The appropriate department in charge of the production shall include notification that there will be smoking in the show. Smoking in the Green Room is prohibited.
 - C. In designated individual University Apartments as determined by the Office of Housing and Residence Life. The Office of Housing and Residence Life will make every effort to maintain separate smoking areas in the apartment complex, consistent with the need to provide housing for students.
5. While the responsibility for the enforcement and communication of this policy rests with all members of the university community, primary enforcement of this smoking policy will be the responsibility of Public Safety staff personnel, those persons who head individual units, departments, buildings, student housing units, those who supervise personnel, and others designated by the University.
 - A. Failure to comply with this policy shall result in a fine of \$50.00 per occurrence.
 - B. The Office of Bursar will be responsible for fine collection and account maintenance. Monies collected from fine assessments will be used to fund smoking cessation initiatives, health education, and other relevant health and wellness related programs.
 - C. Citations may be appealed through the University Traffic Appeals Subcommittee. All appeals will be handled in a manner consistent with traffic appeal procedures.
 - D. Failure of a student or employee to pay a fine shall be subject to existing policies and procedures for collecting delinquent accounts owed the university.
 - E. In addition, under Indiana Code 16-41-37-4, a person who smokes in a University building where smoking is prohibited commits a Class B

infraction, which is punishable by a fine of up to \$1,000.

6. This smoking policy shall be effective March 17, 2008.

SOCIAL SECURITY NUMBER STATEMENT

Ball State University is committed to protecting the privacy of its students, employees, and alumni, as well as other individuals associated with it. At times the University will ask you for your Social Security Number. Federal and state law requires the collection of your Social Security Number for certain purposes such as those relating to employee compensation, tuition payments, and financial aid. Whenever your Social Security Number is requested on a Ball State University form or other document, the written or electronic form used to request your number will be clearly marked as to the reason for the request and will state whether this request is voluntary or mandatory. Visit www.bsu.edu/bsuid/policy for the complete policy.

UNIVERSAL PRECAUTIONS/BLOODBORNE PATHOGENS

The University complies with the Occupational Safety and Health Act's Bloodborne Pathogen Standard as adopted by the Indiana Occupational Safety and Health Act. In compliance with this Standard, all employees are required to use "universal precautions" whenever they come into direct contact with blood or other body fluids and follow University procedures for the containment, treatment, transportation, and disposal of infectious waste. Appropriate training is provided to affected employees. The University has also developed a written exposure control plan that is available in departmental offices. If an employee is exposed to blood, other body fluid, or infectious waste, report the exposure incident immediately to the supervisor. Failure to follow universal precautions, including those regarding the containment, treatment, transportation, and disposal of infectious waste, may result in disciplinary action.

UNIVERSITY WEAPONS POLICY

Ball State University recognizes the importance of providing a climate which is conducive to the safety of all members of the University community. To aid in the accomplishment of this objective:

- 1.1 Faculty, Professional, and Staff employees of Ball State University, students, visitors, guests and all other individuals are prohibited from possessing or carrying weapons of any kind while on University property, regardless of whether they are licensed to carry the weapon or not. Such prohibition extends to such individuals having such weapons in briefcases, purses, tool boxes, personal vehicles, or other personal property or effects.
- 1.2 The only exceptions to this policy are: (a) firearms in the possession of University police officers and other individuals who have written authorization from the University's Director of Public Safety to carry such weapons; (b) firearms in the possession of sheriffs, police officers, law enforcement officers, and correctional officers who are duly authorized by law to carry such firearms; (c) equipment, tools, devices and materials which are prescribed for use by authorized University employees as a condition of employment or class enrollment; and (d) legal chemical dispensing devices, such as pepper sprays, that are sold commercially for personal protection.

- 1.3 University property includes all University owned, leased, or otherwise controlled buildings and lands. University vehicles are covered by this policy at all times whether or not they are on University property.
- 1.4 University sanctions will be imposed on offenders as appropriate and, and in addition, criminal charges may be filed.
- 1.5 For the purposes of this policy, "weapons" include (a) firearms, such as handguns, shotguns, rifles, pellet guns, machine guns, stun guns, tasers, or electronic stun weapons; (b) explosives, such as bombs, grenades, blasting caps, or other containers containing explosive substances; and (c) other equipment, material and devices that, in the manner they are used, could ordinarily be used, or are intended to be used, are readily capable of causing serious bodily injury. The items described in clause (c) include, but are not limited to knives (except small personal pocket knives with folding blades that are less than three [3] inches long), tear gas, chemical substances, brass knuckles, clubs or chains.