HANDBOOK
FOR
SERVICE PERSONNEL
(BARGAINING UNIT)
2024

BALL STATE UNIVERSITY
UNIVERSITY HUMAN RESOURCE SERVICES

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Revised: February 2024

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 aspires to be the model of the most student-centered and community-engaged of the 21st century public research universities, transforming entrepreneurial learners into impactful leaders—committed to improving the quality of life for all."

Mission – "We engage students in educational, research, and creative endeavors that empower our graduates to have fulfilling careers and meaningful lives enriched by lifelong learning and service, while we enhance the economic, environmental, and social vitality of our community, our state, and our world."

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.

BENEFICENCE PLEDGE

Pledge to maintain high standards of scholarship and excellence – To work with students, faculty, and staff to strengthen teaching and learning on campus. **Pledge to practice academic honesty –** To model and uphold academic integrity, to honor their peers and earn the trust and respect from all members of the community. **Pledge to act in a socially responsible way –** To treat each person in the Ball State community with civility, courtesy, compassion, and dignity; to respect the property and environment of the campus. **Pledge to value the intrinsic worth of every member of the community –** To respect and learn from differences in people, ideas, and opinions.

DEFINITIONS

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

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), bereavement leave, jury duty, volunteer work, emergency closure, declared closure, University recognized holiday (including 2 hour closures preceding Christmas and New Year's

Day), 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 a.m. (midnight) Saturday. The standard workweek shall normally consist of eight (8) hours per day and five (5) days per week.

GENERAL INFORMATION

Ball State University is an equal opportunity/affirmative action employer and is committed to employing qualified employees who possess good professional character and standards and who are legally authorized to work in the United States. Therefore, background checks are performed on applicants who have been recommended for employment. In addition, Ball State University is a drug-free workplace.

BACKGROUND CHECKS AND POST-HIRE CRIMINAL CONVICTIONS

Background checks are performed on all applicants recommended for hire, and they may be repeated as necessary during employment.

Employees are responsible for notifying their department heads immediately if status of any required license(s) changes or if they are convicted of a crime (misdemeanor or felony) subsequent to their employment with the University.

Hiring Supervisors/Managers/Search Committees are responsible for ensuring that all recommendations for appointment are made contingent upon the results of the background checks and assisting the Office for People and Culture in securing the necessary consent from the applicant/employee. They should also check references and verify the following information: all work experience listed on application/resume/vita that qualifies the individual for the position sought (for example, if the minimum qualifications for the position require 6 years' experience as a Plumber, then all positions contributing to the calculation of that 6 years' experience are verified); all employment during a period of at least seven years immediately preceding the date of application; all academic diplomas and degrees; and any required licensures(s).

Department heads who receive information regarding a change in status of an employee's required license(s) or his/her conviction of a misdemeanor or felony should consult with Employee Relations who will work with the appropriate Vice President of the area to determine appropriate action. To review the entire Background Check Policy, go to www.bsu.edu/hrs, click Jobs.

CATEGORIES OF EMPLOYMENT

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. See Appendix A-3. For more information, contact the local Union office at 285-8052 or Employee Relations at 285-1823.

SENIORITY

In all cases, the latest revision of the *Seniority Agreement* (*Article I – Seniority*) will govern. See Appendix A-5. In general, an employee's job title is also referred to as his/her Job Classification. Job classifications which have similar qualifications, responsibilities, and traditional lines of advancement are grouped together into Occupational Groups. Occupational Groups may be found within one or more Seniority Departments.

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.

Seniority is generally used in bidding on posted job vacancies, determining lay-off order, and determining who works mandatory overtime. Skilled trades employees have some shift preference rights, if transferred to another shift for more than 30 days; otherwise, seniority may not be used to displace another employee for shift preference or to supersede a junior employee's previously scheduled Paid Time Off (PTO).

PROBATIONARY PERIOD

A regular, full-time employee is required to complete a probationary period of 120 calendar 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. Probationary employees are not eligible for transfers or promotions.

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 (6) months after satisfactory completion of the Indiana Law Enforcement Academy basic course (to a maximum of twelve (12) months from date of hire, with a possible extension by mutual agreement between the Union and the University) or six (6) 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 completion of ninety (90) calendar 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. The employee's immediate supervisor and the Payroll Office should be promptly notified of any changes in contact information. Employees may also update their contact information in Self-Service Banner (SSB).

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. The University reserves the unilateral right to rescind any portion of a departmental or university-wide uniform policy.

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.

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. An employee is expected to take his/her full meal period and perform no work during the meal period except in the case of emergency or at the request of his/her supervisor. The University expects to pay employees for all working time, so an employee should work with their supervisor to complete a *Timecard Adjustment Form* if a meal period is interrupted to perform work. An employee should contact the department head, Payroll and/or Employee Relations if he/she has concerns or complaints about not being paid for all time spent working.

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.

SUPPORT FOR PREGNANCY & NEW FAMILIES

ACCOMODATIONS

In accordance with the Pregnancy Workers Fairness Act (PWFA) reasonable accommodations will be provided for employee's known limitations related to pregnancy, childbirth, or related medical condition. Work with your supervisor if you need accommodations. If you have questions or need additional assistance, contact Employee Relations 285-1823.

TIME OFF

FMLA leave and/or EPSLA may be used to excuse absences from work. PTO, IPB, or STD are options to receive pay while on leave. Paid Parental Leave may also be an option for both parents after the child's birth. See those sections of this handbook for more information.

BREASTFEEDING SUPPORT

The Providing Urgent Maternal Protections (PUMP) Act, in addition to prior legislation, ensures breastfeeding mother's needs are supported upon their return to work.

During the first year after a child's birth, nursing mothers may take reasonable paid break times to express breast milk each time such employee has need to express milk (usually once every 3-4 hours for up to 30 minutes to pump or breastfeed).

To the extent reasonably possible, a breast-feeding mother shall be provided a private location, other than a bathroom, where she can express her breast milk in privacy, shielded from view and free from intrusion from co-workers or the public. 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.

Supervisors are encouraged to work with breast-feeding mothers to set-up private lactation locations in the workplace or in private offices; however, such locations may not include bathrooms or storage areas. The University provides nine dedicated lactation room spaces on campus: these are located in Bracken Library, Applied Technology, Alumni Center, Student Center, Ball Communication, Health Professions, Foundational Science Building, North Dining and the Administration Building. For more information on supporting a positive environment for lactating and/or breast-feeding mothers or for access to the dedicated lactation rooms, please contact the HR Soultions Center at 285-1834.

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 SERVICES 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 services 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 services personnel who fail to report for work will not be excused and may result in discipline.

WEATHER AND EMERGENCY INFORMATION AND CANCELLATION OF CLASSES AND/OR CURTAILMENT OF SERVICES

Employees may sign-up to receive emergency text alerts on the Communications Center at the University's website.

Under certain emergency conditions it may become necessary to cancel classes and/or curtail services. Announcements regarding cancellation of classes and/or services will be communicated by text message (to those who have subscribed), email, the homepage (www.bsu.edu), local radio, Indianapolis TV stations, and 285-WORK (285-9675). If there are no announcements, assume that classes will be held and the University will remain open. Specific questions and/or problems should be directed to the employee's supervisor.

In the event that classes are cancelled but the University remains open, employees who are scheduled to work should report to work. However, with the exception of essential services personnel, employees who are unable to report to work because of weather or emergency conditions may, with their supervisor's approval, use Paid Time Off (PTO).

If there are no classes and the University closes, all essential personnel—those who have been advised by their supervisors that they are essential services personnel—should report to work as scheduled and/or follow instructions given to them by their supervisors about reporting to work. All other employees should continue to monitor announcements regarding the re-opening of the University and report to work as scheduled once the University has re-opened.

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 the Office for People and Culture.

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 who bid for such positions in accordance with the job posting procedure:

- Vacancies subject to the job posting procedure will be posted for four (4) working days on the University's website: https://bsu.peopleamin.com. The official job posting locations are on

bulletin boards in: Grounds, LaFollette, Office for People and Culture, Cooper Science, Service & Stores, Studebaker West, Student Center, and Woodworth. Paper postings are usually displayed by Monday of the week the job is up for bid.

- An employee interested in being considered for a posted vacancy must go to the University's website: https://bsu.peopleadmin.com and complete an application between 12:00 a.m. Monday and no later than 11:59 p.m. on Thursday of the week in which the job is posted.

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 120 calendar days is required of an employee who obtains a transfer to a different job classification.

An employee is limited to one (1) transfer and one (1) promotion in a six (6) month time period with the exception that promotions to a skilled trades position of a skilled trades trainee position will not be subjected to the six (6) month time limit.

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 (1) year from the date of the disciplinary action.

PROMOTIONS

An employee is limited to one (1) transfer and one (1) promotion in a six (6) month time period with the exception that promotions to a skilled trades position of a skilled trades trainee position will not be subjected to the six (6) month time limit.

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 120 calendar 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.

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 (1) 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 120 calendar 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. Such employees will not be permitted to bid for postings in the job

classification from which they were disqualified for three (3) years.

The Performance Period for employees in the job classification of Police Officer will end six (6) months after satisfactory completion of the Indiana Law Enforcement Academy basic course (to a maximum of twelve (12) months from date of hire, with a possible extension by mutual agreement between the Union and the University) or six (6) 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 will be paid for all accrued and unused Paid Time Off (PTO) and two-thirds (2/3) of his/her Income Protection Bank (IPB) account, in a time and manner consistent with applicable laws.

Under the Tuition Remission Program, an employee will be required to repay waived tuition if he/she resigns prior to the completion of the term in which the course was taken.

A Police Officer who signed a promissory note regarding repayment of certain costs associated with his/her training will be required to repay aggregate expenses in full if he/she resigns before completing three (3) years of full-time service at the University.

All employees must turn in keys, uniforms, Ball State ID, and other University property to his/her supervisor. The ID will be forwarded to the Office for People and Culture.

RETIREMENT

The Normal Retirement Date for all personnel at the University is the end of the fiscal year in which they reach age 66, but the University does not require nor suggest that employees must retire at any particular age. Unless otherwise prescribed by the Board of Trustees, there is no Mandatory Retirement Date for non-tenured personnel.

Service employees participate in the Public Employees Retirement Fund (PERF) and are eligible after ten (10) years of credible service for the State of Indiana for PERF retirement benefits (pension and annuity). Service employees may also elect to contribute to the Ball State University Tax-Deferred Annuity (TDA) and 457(b) Deferred Compensation Plans.

An employee who meets certain eligibility requirements may also be considered a retiree of Ball State University and granted "Retirement Status" benefits from the University as follows:

> For bargaining unit employees with full-time dates of hire on or before August 31, 1999, the minimum eligibility requirement for Retirement Status is age 60 with 10 years of full-time employment or age 50 with 15 years of full-time employment.
>
> For bargaining unit employees with full-time dates of hire on or after September 1, 1999, the eligibility requirement for Retirement Status is age 50 with 15 years of full-time employment.
>
> For bargaining unit employees with full-time dates of hire on or after July 1, 2009, the eligibility requirement for Retirement Status is age of 62 with 15 years of full-time employment.

If an employee with a full-time hire date prior to September 1, 1999, is granted "Retirement Status" by Ball State University and has participated in the University's healthcare plan(s) for twelve (12) months prior to retirement, he/she may continue to participate in the healthcare plan as a retiree provided premiums are paid and all other conditions are met.

If an employee with a full-time hire date on or after September 1, 1999 and on or before December 31, 2019, is granted "Retirement Status" by Ball State University and has participated in the University's healthcare plan(s) for fifteen (15) years prior to retirement (and is still participating at the time of retirement), he/she may continue to participate in the healthcare plan as a retiree provided premiums are paid and all other conditions are met.

Bargaining unit employees with current full-time dates of hire on or after January 1, 2020, are not eligible to remain in the University's healthcare plan(s) in retirement.

At age 65, the retiree's primary healthcare coverage converts to Medicare, and the Ball State University Medicare Carve-Out plan becomes the secondary coverage. For more information about retirement benefits, contact the Employee Benefits office at 285-1834.

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. Only PTO hours which have been accrued and reported in UKG on pay dates may be used.

PTO hours for Service Personnel are earned at the following rates: .06923077 of an hour for each hour in a pay status--excluding overtime hours--beginning with the effective date of employment; .08076915 of an hour for each hour in a pay status--excluding overtime hours--effective the first pay period following the beginning of the sixth year of employment; .1000000 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; and .1076923 of an hour for each hour in a pay status—excluding overtime hours—effective with the first pay period following the beginning of the sixteenth 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 a half-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 half -hour increments; however, the request to use PTO in half-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 nine (9) months but less than twelve (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.

A regular full-time employee working at least nine (9) months but less than twelve (12) months on a fiscal year basis (i.e. Housing and Parking Services), should utilize SPTO during periods of time when he/she is otherwise scheduled to work during the academic year.

SPTO may be approved during the regular academic year or other required work periods only for "once in a lifetime opportunities," extended bereavement leave, or other special circumstances. Exception: An employee in the Dining 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 fifty-six (56) 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 an employee needs to be absent and has not scheduled the time off work, an employee must notify the supervisor according to departmental regulations for reporting UPTO absences. Failure to notify the supervisor within the departmental prescribed time may result in disapproval of Paid Time Off (PTO) 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 to deposit his/her accrued Paid Time Off (PTO) by requesting on the appropriate form in the HR Solutions Center that such transfer be made. Any PTO that would have been lost because it was not utilized before the end of the PTO year following the year it was earned will be automatically transferred to the employee's IPB account. Once a year an employee may also elect to transfer up to forty(40) hours of IPB into his/her PTO.

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. 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. 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 (IPB). 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 except for the purpose of paying his/her portion of insurance premiums and/or supplementing his/her STDP benefit with IPB up to a maximum of 20% of his/her normal weekly gross pay. If the employee does not make alternative payment arrangements with the Payroll Office regarding his/her insurance premiums, IPB will be utilized first, then PTO. If the employees wishes IPB to be used to supplement STDP (up to the 20% of gross maximum), he/she must notify payroll in writing of this desire.

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. The Hartford is the plan administrator; the phone number is 1-866-945-4558, policy #697019. 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 ninety (90) calendar days.

Employees should contact the Payroll Office at 285-1834 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--FML or Extended Personal Sick Leave of Absence (EPSLA)--with the Office for People and Culture.

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 Employee Benefits office at 285-1834 or The Hartford at 1-866-945-4558, policy #697019 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—FML or Extended Personal Sick Leave of Absence (EPSLA)—with the Office for People and Culture.

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. The injured employee's supervisor should complete an accident report and forward it to the Health Center within twenty-four (24) hours of the accident's occurrence. The accident report may be faxed to the Health Center at 285-1103. The accident report may be printed from the BSU website and found under Forms on the Employee Relations website.

The University Health Center provides and/or directs all medical care for employees injured on the job. The Health Center hours are 8:00 a.m. to 4:30 p.m. Monday, Thursday, and Friday

and 9:00 a.m. to 6:30 p.m. on Tuesday and Wednesday. Summer hours are 7:30 a.m. to 3:30 p.m. Monday through Friday.

Employees injured outside of Health Center hours who are in need of immediate medical treatment but whose injuries are not so severe as to warrant Emergency Room treatment should be referred to Concentra medical clinic on 4125 W. Clara Lane. Concentra hours are 8:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturday and Sunday. Another option which is available from 8:00 a.m. to 7:00 p.m. seven days a week is WellNow Urgent Care located at 1313 W. McGalliard (intersection of Wheeling and W. McGalliard).

After Concentra/WellNow's hours or because of the severity of the injury, IU Health's Ball Memorial Hospital Emergency Room is open twenty-four (24) hours a day every day.

In emergency situations immediately following an on-the-job injury, emergency care is covered by Worker's Compensation. However, the University retains the right to direct medical treatment, and after the ER visit the injured employee must seek follow-up treatment at the University Health Center the next day the Health Center is open. Non-emergency treatment not requested and authorized by the University is not covered by worker's compensation.

If an employee is injured while on authorized travel outside the Ball State area, he/she may obtain emergency treatment as needed, but should contact the University as soon as possible to discuss the situation.

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. 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.

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.

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

If an employee dies, suffers an amputation, or is admitted to the hospital as a result of an on-the-job injury, please immediately report this information 24 hours a day to the Ball State University Police Department at 765-285-1111. The University must notify OSHA:

- Within eight (8) hours if an employee dies as a result of a work related accident;
- Within twenty-four (24) hours if an employee has an amputation or is admitted to the hospital as the result of a work-related accident.

University Police will promptly notify the proper University personnel to ensure a timely report is made to OSHA.

Parental Leave for Service Personnel
1.0 Policy Statement

Ball State University offers up to twenty-six (26) weeks of leave to eligible service employees for the birth, adoption, or foster care placement of a child. The purpose of Parental Leave is to promote work life balance by providing eligible parents with the time needed to recover from childbirth, to care for and bond with their child, and/or to balance their professional and work obligations while adjusting to their new family environment. This policy provides for both paid and unpaid Parental Leaves.

1.1 Eligibility

1.1.1 This benefit is available to full-time and part-time service employees. Temporary, substitute, and casual service employees are not covered by this policy but may be eligible for Family Medical Leave Act (FMLA).

1.1.2 To be eligible for paid parental leave, an employee must be appointed to a full-time, benefit eligible position and been employed by the University for twelve (12) continuous months when the parental leave period begins. An employee who attains twelve (12) months of service within six (6) weeks immediately following the birth or adoption of a child will be eligible to receive a pro-rated amount of paid parental leave.

1.2 General Leave Provisions

1.2.1 Parental leave may be used for birth, adoption, or foster care placement of a minor child. The adoption of a child by a new spouse is excluded from this policy.

1.2.2 The University provides for a maximum of twenty-six (26) weeks of parental leave on either a full or half-time continuous basis to be used within one year immediately following the birth or adoption of a child. Parental leave may not be taken on an intermittent basis. Taking leave on a half-time basis will not extend the twenty-six (26) week limit. The twenty-six (26) week limit commences with the first day of parental leave used (paid or unpaid). Multiple births or adoptions do not increase the amount of paid parental leave or extend the twenty-six (26) week limit for that event.

1.2.3 Parental leave is divided into two categories: paid parental leave and unpaid parental leave. Parental leave runs concurrently with the FMLA, as available. If any provision of this policy conflicts with the FMLA, the FMLA will control.

1.2.4 If both parents are employed by Ball State, they make take the parental leave concurrently or at separate times. Each may request up to twenty-six (26) weeks of parental leave (paid/unpaid).

1.2.5 Service employees who elect to take parental leave on a half-time basis will work one-half day each day they are normally scheduled. Alternate working schedules must be pre-approved by Human Resources and the appropriate Associate Vice President.

1.2.6. An employee may not work for pay during the leave of absence unless prior written approval has been obtained; otherwise, the employee will be considered to have resigned from the University as of the effective date of such employment.

1.3 Paid Leave Provisions

1.3.1 Eligible employees are entitled to a maximum of six (6) weeks of paid parental leave following the birth or adoption of a child. Paid parental leave is paid at 100% of the employee's regular pay. An employee may not receive both short-term disability and paid parental leave for the same period of time. If the employee is approved for short-term disability at any point, any overlap between short-term disability and paid parental leave will result in the appropriate reduction or repayment of paid parental leave to ensure the employee

does not receive more than 100% of the employee's regular pay. A birth mother is not eligible to use paid parental leave after the period of incapacity/short-term disability (e.g. may not take 6 weeks STD, then 6 weeks paid parental leave).

1.3.2 Paid parental leave must be used within six (6) months immediately following the birth or adoption; except that paid parental leave may commence prior to the event when deemed medically necessary or required to fulfill the legal requirements for the adoption. The use of paid parental leave prior to the birth or adoption of a child must be pre-approved by Human Resources.

1.3.3 Once paid parental leave commences, the time must be used on a full-time continuous basis.

1.3.4 If an official University holiday occurs during the employee's paid parental leave, paid parental leave will be applicable rather than holiday pay. Paid parental leave not used in accordance with this policy will be forfeited. Unused balances will not be paid out.

1.3.5 In the case of a stillborn child, the birth mother may be eligible for a maximum six (6) weeks of paid parental leave and the non-birth parent up to two (2) weeks of paid parental leave which must be taken immediately following the birth and is provided in lieu of bereavement leave.

1.4 Unpaid Leave Provisions

1.4.1 Unpaid parental leave may be taken on a full-time or part-time continuous basis and is normally unpaid. An employee may elect to use Paid Time Off (PTO) as available, but is not required to do so.

1.4.2 Unpaid parental leave may be taken when paid parental leave is exhausted or in the case of a foster care placement. Eligibility for parental leave due to foster care placement will begin on the date of placement of a child and will end on the last day of the twelfth (12^{th}) month following the date of the placement of the child.

1.5 Continued Eligibility for Benefits

1.5.1 Employees on parental leave retain benefits, but must make arrangements to pay for their portion of premiums if they are on unpaid leave.

1.5.2 If the employee fails to return to work at the university on or before the expiration of the parental leave, the employee will be considered to have resigned from the university. 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 that was not covered by FML, he or she must repay the portion of the benefit costs paid by the university during the non-FML portion of the parental leave.

1.6 Requesting Parental Leave

Requests for parental leave should be made as far in advance as possible, but generally not less than thirty (30) days before the leave commences. All requests for parental leave and supporting documentation must be submitted in writing to the Office for People and Culture. All requests for parental leave must be approved by the Office for People and Culture. All requests for parental leave beyond what is available through the Family Medical Leave Act must be approved by the appropriate department head and Associate Vice President.

1.7 Effective Date

This policy takes effect on July 22, 2017, and applies to births or adoptions that occur on July 22, 2017, or after that date.

Bereavement Leave

An employee will be allowed five (5) workdays time off with pay in the event of a death of the employee's:

Spouse
Parent
Child

An employee will be allowed three (3) workdays time off with pay in the event of a death of employee's immediate family or household defined as:

Blood Relatives:	Step Relatives:	In-Laws:
Brother	Step-father	Father-in-law
Sister	Step-mother	Mother-in-law
Grandmother	Step-son	Son-in-law
Grandfather	Step-daughter	Daughter-in-law
Grandchild		
Great Grandmother		
Great Grandfather		
Great Grandchild		

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:

Relatives:	Step Relatives:	In-Laws:
Uncle	Step-father-in-law	Brother-in-law
Aunt	Step-mother-in-law	Sister-in-law
Nephew	Step-sibling	
Niece	Step-grandparent	

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.

Exception One: If an employee has taken an Emergency Leave, a non-intermittent Family and Medical Leave, or Sick Leave to care for a qualified family member, that leave terminates upon the death of the qualified family member and funeral leave would be available.
Exception Two: The employee is on an intermittent Family and Medical Leave.

Holidays

The following holidays are recognized as University holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, 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. Employees have to be at work at the time of the closure.

On the Wednesday preceding Thanksgiving, workshifts for regular, full-time employees are normally reduced by four (4) hours. The reduced workshift permits four (4) hours time off with pay for employees who work on this day. Employees who work on this day cannot be granted the four (4) hours off will receive four (4) hours additional pay at the regular straight-time rate. Employees have to be at work at the time of the closure.

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. Premium pay is paid at the rate of one and one-half (1 1/2) the regular hourly rate.

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.

A regular full-time employee working at least nine (9) months but less than twelve (12) months on a fiscal year basis will qualify for holiday pay if:

1. The employee works or is in pay status the full number of hours for which he/she is scheduled to work on his/her last scheduled day of work before the Holiday and his/her first scheduled day of work after the Holiday, as well as on the Holiday itself. (Applies to Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, Floating Holiday, New Year’s Day, Martin Luther King Jr. Day, and Labor Day.)
2. The employee works or is in pay status the full number of hours for which he/she is

scheduled to work on his/her last scheduled day of work before the holiday. (Applies to Memorial Day, Juneteenth, and Independence Day.)

3. Holidays that occur within a "non-paid leave period" will not be paid. Holidays that occur within a continuous "paid leave period" will be paid. (The employee must be on paid leave both the day before and the day after the holiday to be eligible for holiday pay.)

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. The employee will be allowed time off without a loss of pay when on jury duty or subpoenaed to testify in a court case except where the employee is a party to such action. After being released by the court, the employee must return to work for the remainder of his/her regularly scheduled shift.

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 1:00 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 1:00 p.m., he/she shall not be required to work his/her scheduled shift that night.

A second shift employee shall not be required to work the balance of his/her scheduled shift immediately after jury duty if released by the court at or after 1:00 p.m. If a second shift employee is scheduled for additional consecutive days of jury duty, he/she shall not be required to work the balance of his/her scheduled shift(s) in the afternoon following jury duty. However, if a second shift employee is released by the court by 1:00 p.m. and is not scheduled for jury duty the following day, he/she shall be required to work his/her scheduled shift that afternoon.

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 the Office for People and Culture. Forms for applying for leaves of absence without pay in excess of ten (10) consecutive workdays are available in the Office for People and Culture.

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 the Office for People and Culture, 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.

Continuation of Benefit Plans During Extended Absence Due to Illness or Injury

Length of Service at the University	**Period of Coverage**
1 year and less than 5 years	2 years
5 years and less than 10 years	3 years
10 years or more	Until return to work or normal retirement date.
Less than 1 year: For service of less than 1 year, coverage is continued through the two six-month periods.	

For payment of benefits during an extended absence, contact the Payroll Office at 285-1834.

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;
- 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.
- a qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty); or
- to care for a covered (covered) military service member, including some qualifying veterans, with a serious service-related injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list if the employee is the spouse, child, parent, or next of kin of the service member.

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 may be requested in a continuous block of time or on an intermittent or reduced leave schedule. Intermittent FML may not be taken in less than fifteen (15) minute 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.

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 reimburse the University for the portion of healthcare premiums paid by the University during the employee's FML. EXCEPTION: When the following circumstances occur, the employee's failure to return to work from a qualifying FML 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, Parental 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, and on October 28, 2009, the National Defense Authorization Act for Fiscal Year 2010 was signed. These acts under the FMLA allow for a spouse, child, parent, or next of kin of a covered service member to take up to 26 weeks of unpaid leave in a single 12-month period to care for a service member suffering from a serious injury or illness sustained in the line of covered active duty who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list. This leave is also available to qualified family members of veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness sustained, but not necessarily manifested, in the line of covered active duty at any time during the period of 5 years preceding the date on which the veteran undergoes the above treatment.

In addition, the above cited National Defense Authorization Acts allow for an eligible employee to take up to 12 workweeks of leave for a “qualifying exigency” arising out of that employee’s spouse, child, or parent being on active duty or having been notified of an impending call or order to active duty in the Armed Forces. Contact the Leave Program Specialist (285-1834) in the Office for People and Culture with questions.

Extended Personal Sick Leave of Absence for Service Personnel

The Extended Personal Sick Leave of Absence (EPSLA) is intended to provide time off with or without pay for extended periods of at least five (5) consecutive work 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 work days.

The term "serious health condition" will have the same meaning as used in the Family Medical Leave Act. Approval of the EPSLA 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 EPSLA may not be approved for more than six (6) months at a time. There is no limit on the number of times an EPSLA 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, and the employee has worked 1,250 hours during

the twelve (12) months immediately preceding the request for Emergency Leave. 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 (1) year continuous full-time employment, most benefit plans may be continued during the Emergency Leave. The employee must make arrangements with the Payroll 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 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 Tuition Remission benefits) paid by the University during the leave.

An employee on approved Leave for Study may enroll at Ball State for up to 18 credit hours per fall semester, up to 18 credit hours per spring semester, and up to 18 hours during any combination of summer terms for a maximum enrollment of 54 credit hours in a 12-month period.

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 the Office for People and Culture 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 Office for the payment of insurance premiums during the duration of the leave.

Military Family Leave

A leave of absence without pay of up to 10 working days during a calendar year will be granted to the spouse, child (biological child, adopted child, foster child, or stepchild), parent

(defined as biological father or mother, adoptive father or mother, a court appointed guardian or custodian, a foster parent, or a stepparent), grandparent (defined as biological grandparent, an adoptive grandparent, a foster grandparent or a step grandparent), or sibling (defined as a biological brother or sister, a foster brother or sister, or a stepbrother or stepsister) 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 its share of the premium contribution. An eligible employee may elect or an employer may require the employee to substitute any earned paid vacation, personal leave, or other paid leave except for paid medical or sick leave available to the employee for leave during the ten-day period. An employee may be eligible for child care assistance from the Indiana Military Family Relief Fund. (2009 SEA 356)

See the last paragraphs under Family and Medical Leave for other benefits under the FMLA/National Defense Authorization Acts regarding "Qualifying Exigency" leave of up to 12 work weeks and "Military Caregiver" leave of up to 26 work weeks.

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 (1) year continuous full-time employment, most benefit plans may be continued during the Mutual Leave. The employee must make arrangements with the Payroll 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.

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 seven (7) 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, located upstairs in the Health Center. The Health Center clearance must be presented to the employee's supervisor upon return to work.

Whenever an employee is absent from work due to personal or a family member's 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 scheduled Paid Time Off (PTO), exceeds the number of days worked, the employee's position may be reposted.

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. Employees who fail to return to work by transferring or promoting into a posted bargaining unit position within ninety (90) calendar days of being medically released will suffer a loss of their University and occupational group seniority.

OTHER BENEFITS

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Life can be challenging at times – at home and at work. There are times that personal distractions at home can affect our performance at work and just the same, stress at work can also affect our relationships at home.

Ball State wants to help you cope with these challenges by providing **free and confidential** support services that can help you and your family solve a wide range of problems and challenges in your lives. In our increasingly fast-paced world, you may find it challenging to take care of yourself while balancing responsibilities at work with obligations at home.

Telus Health EAP can help you with the following challenges and much more:

- Resolve personal and emotional difficulties
- Address martial and relationship issues
- Strengthen relationships and improve communication
- Deal with stress, anxiety and depression
- Understand grief and bereavement
- Find resources in your community
- Address alcohol and drug misuse
- Find solutions relating to legal or financial issues
- Find Child/Elder care solutions

The EAP offers timely, professional assistance and support to help manage all of life's complexities. The EAP can be contacted toll-free, 24 hours per day, 7 days per week so that you can access support when you need it.

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 about the EAP contact the Office of Engagement, Wellbeing, and Culture at (765) 285-1834.

To contact EAP confidential services **call 1.888.456.1324** or visit **bsu.lifeworks.com** and use your Ball State username and password to log in.

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.

TUITION REMISSION BENEFITS

Employee Undergraduate Tuition Remission Program

An employee who meets the normal admission requirements of the University and wishes to take undergraduate classes, 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 remission of 100% of basic tuition for students with at least one main campus course, and 100% of basic tuition for students with no main campus courses (student services and special fees excluded). An employee on an approved Leave for Study may enroll for up to eighteen (18) credit hours per fall or spring semesters or eighteen (18) credit hours during any combination of summer sessions under this program. This program is administered through Employee Benefits (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).

Employee Graduate Tuition Remission Program

Once admitted as a graduate student, eligible employees are entitled to a remission of 80% of basic tuition**,** and 100% remission of health services fee, recreation fee, online course fee, student services fee, and transportation fee. The employee is not eligible to receive any benefits associate with the remitted fees. This program is administered through Employee Benefits (285-1834).

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 Employee Benefits (285-1834).

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

The following three programs: Undergraduate Tuition Remission Program for Eligible Spouses and Dependent Children, Graduate Educational Assistance Program, Indiana Residents Sixty (60) years of Age or Older 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 Employee Benefits (285-1834).

Indiana Residents 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. Student Financial Services (285-2222) can provide further information about this program.

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 the Office for People and Culture for additional information regarding the remitted tuition benefits for employees; or contact Employee Benefits for additional information regarding the remitted tuition benefits for retirees, spouses, and dependents.

Undergraduate Tuition Remission Program for Eligible 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 Employee Benefits (285-1834).

CLASS ATTENDANCE

On approval of the supervisor, the department head, and the Director of Employee Relations, 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 half-hour increments, or arrangements must be made with the supervisor and/or department head and Director of Employee Relations 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

TIME RECORDS

Employees are required to swipe in and out from work periods using the University's official time clock to properly record their times. Employees may not swipe another employee's time card. Employees may not perform work for the University before clocking in or after clocking out. Conversely, "ghost employment" (when an employee reports having worked, but did not) is also prohibited. See the Conflict of Commitment Policy for more information on "ghost employment."

The University expects to pay employees for all working time, so an employee should work with his/her supervisor to complete a *Timecard Adjustment Form* if a meal period is interrupted to perform work or if an employee otherwise performs work for the University before clocking in or after clocking out. An employee should contact the department head, Payroll Office, and/or Employee Relations if he/she has concerns or complaints about not being paid for all time spent working.

PAYCHECKS

Pay is calculated on a bi-weekly basis, and pay is deposited electronically into the employee's designated bank account on the Friday following the end of the appropriate pay period.

If needed, the Ball State Financial Credit Union will permit Ball State University employees to open a savings account that may be used for payroll deposits.

Employees may log onto Self-Service Banner on the University's website for detailed information regarding his/her pay and deductions. If an error is detected in the paycheck, an employee should contact his/her immediate supervisor promptly.

SHIFT PREMIUM AND PREFERNCE

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: $.50/hour shift premium. The second shift is any regularly scheduled shift starting between 2:00 p.m. and 9:59 p.m.

Third shift: $.70/hour shift premium. The third shift is any regularly scheduled shift starting between 10:00 p.m. and 4:59 a.m.

A skilled trades employee who is reassigned to a shift for which a different shift differential is paid may request after thirty days the opportunity to return to his/her previous shift by bumping the least senior employee with the now-present ability within the same Job Classification and same Seniority Department providing both employees possess the now-present ability to perform the work of the shift to which they would be assigned upon execution of the bump.

If an employee believes s/he is not receiving the appropriate shift differential, or is receiving the shift differential in error, s/he should contact the Office for People and Culture or the Payroll Office. If

an employee receives shift differential in error, the employee will be required to pay back the overpayment.

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.

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 latest revision of the *Overtime Agreement* (*Article II – Overtime*) shall govern. See Appendix A-6.

Overtime must be approved by a supervisor before it is worked. Employees are 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

Discipline may be imposed against an employee only for just cause. Such actions shall be in conformance with generally accepted standards for progressive discipline.

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.

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

Rule#	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	1 2 3 4
4.	Failure to comply with departmental or University uniform, dress code, and/or appearance standards	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.	Failure to properly document as required by law and/or University policy	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.	Altering break/work schedules and/or working overtime without authorization	1 2 3 4
13.	Misusing, damaging, or destroying University property	2 3 4
14.	Failure to follow directions given by a supervisor	2 3 4
15.	Insubordination	3 4
16.	Violations of safety rules or practices	Penalty depends on circumstances
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
30.	Violation of Alcohol and Drug Testing Policies	4
31.	Violations of departmental cell phone/electronic communication device use policies	1 2 3 4

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.

Disciplinary action will not be imposed for violation of rule 2 more than six months after the date of issuance of the prior step of discipline.

The University will endeavor to provide approximately one hour advance notice of investigatory meetings when disciplinary action is being considered, with the understanding that in some situations that will not be possible.

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 latest revision of the *Grievance Procedure* shall govern. See Appendix A-4.

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 bereavement 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, Parental 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 fifty-six (56) 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 Dining 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.

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 Service Personnel (Bargaining Unit), but rather will treat it as a violation of Rule #2, Handbook for Service Personnel (Bargaining Unit), 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 as result of an on-the-job injury, 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.

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:
- ♦ Five tardies of 5 minutes or less in a pay period
- ♦ One tardy of 6 to 59 minutes in a pay period

WRITTEN WARNING:
- ♦ Five 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:
- ♦ Five 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:

- Five 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

DISCIPLINE FOR RULE #9 – "FAILURE TO PROPERLY RING TIME CLOCK"

The expectation is that an employee will properly utilize a time clock to record all work time. Therefore, each employee must utilize the swipe card issued to him/her to ring all his/her time punches in to and out of the time clock. An employee may not swipe/ring another employee's time card (Rule #18).

Failure to properly ring the time clock resulting in missed or improper punches will result in disciplinary action for violation of Rule #9 – "Failure to Properly Ring Time Clock" as follows:

VERBAL WARNING: Failure to properly ring time clock twice in a pay period

WRITTEN WARNING: Failure to properly ring time clock twice in a pay period which occurs after the issuance of the verbal warning and during the next six consecutive pay periods

SUSPENSION: Failure to properly ring time clock twice in a pay period which occurs after the issuance of the written warning and during the next six consecutive pay periods

DISCHARGE: Failure to properly ring time clock twice in a pay period which occurs after the issuance of the suspension and during the next six consecutive pay periods

GUIDELINES FOR ADMINISTERING:

1. If an employee has one (1) missed or improper punch in a pay period, the employee will be counseled to properly swipe the time clock, but no discipline will be taken for Rule#9 (unless there are suspicious circumstances).
2. If an employee forgets to bring his/her swipe card to work, the missed punches for that work shift will be treated as one (1) occurrence (per day).
3. If an employee loses the swipe card, it will be treated as one (1) occurrence. The employee is expected to replace the lost card as soon as possible but no more than three (3) workdays after the loss.
4. If management determines that an employee's swipe card is worn out and not working properly, the swipe card should be replaced, and the department head and/or his/her designee may excuse missed punches.
5. If an employee punches in or out improperly (too early or too late) in accordance with established guidelines, it will be considered an improper punch.
6. If during a pay period an employee's supervisor becomes aware that an employee has a missed or improper punch, the supervisor will counsel the employee that a second missed or improper punch in the same pay period will result in progressive discipline for Rule #9.

7. If circumstances or the needs of the workplace warrant, the department head and/or his/her designee may excuse missed or improper punches.

POLICIES

AMERICANS WITH DISABILITIES ACT (ADA)

If a University employee with a disability believes he or she needs a workplace accommodation, that employee should contact the Employee Relations Office immediately upon learning of the need for the accommodation. All 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 Coordinator of ADA. The University will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the University aware of his/her disability, provided that such accommodation does not constitute an undue hardship on the University and provided that the individual can perform the essential functions of his/her position with or without reasonable accommodation. The University will not discriminate or retaliate against any employee because of such employee's disability or perceived disability.

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 typically covered by the ADA; however, temporary conditions such as pregnancy may be covered.

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, gender identity/gender expression, 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 Employee Relations. Formal complaints must be filed in Employee Relations within 300 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 Equal Opportunity and Affirmative Action Complaint Investigation Procedure and Appeal Process."* A copy of this document may be obtained from the website or by contacting Employee Relations. Complaints involving students may instead be filed in the Division of 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 Employee Relations; or, if the harassment involves students, the conduct may instead be reported to the Division of 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 and educational practices which create and maintain constructive working relationships within the University community. To further these goals, this policy reflects the University's commitment to management practices that are fairly, efficiently, and evenhandedly applied to all staff and service personnel and to applicants for employment in these in staff and service positions without actual or apparent bias or favoritism and also to its commitment to pedagogical practices that are fairly, efficiently, and evenhandedly applied to all students without actual or apparent bias or favoritism.

1. Persons related by family or marriage may be employed by the University provided they meet regular University employment standards. However, staff and service personnel shall not actively participate in the hiring process or the direct supervision of persons related by family or marriage. A person related by family or marriage, for the purposes of this policy, is defined as a person 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, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father-in-law, and step-mother-in-law. Moreover, faculty or professional or staff or service employee shall not initiate, participate in, or in any way influence departmental or institutional decisions involving a direct benefit (initial appointment, retention, promotion, salary/wage, leave of absence, grievance adjustment, etc.) to any employee of the University related by family or marriage as defined above. To avoid actual or apparent bias or favoritism, staff and service personnel shall not initiate, participate in, or influence in any way departmental or institutional decisions involving a direct benefit to a former spouse.

   In the case of students, no staff or service personnel may initiate or participate in admission decisions or have instructional evaluative, or other educational responsibilities with any person who is related by family or marriage as defined above. If this is not feasible in a particular instance, the staff or service personnel member must bring the matter to the attention of the University Vice President superior to the person whose conduct is in question, or his or her designee, to manage the conflict. It is misconduct, subject to disciplinary action, for failure to

timely report a conflict regarding the authority to evaluate, supervise or otherwise have educational responsibility for a student with whom the staff or service personnel member has a familial relationship as defined herein.

2. Whenever any supervisor proposes in 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 under the direct supervision of a relative as defined herein, such administrative 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 administrative supervisor for review and recommendation, through each higher supervisory level, to the University officer defined as a Vice President or the Senior Assistant to the President) 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. 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 the following paragraph.

3. The University Officer shall review annually each request previously approved for staff and service personnel. 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, the University officer 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 employment under different conditions. If the University officer decides to terminate the employment of, or change the conditions of employment for, a faculty or professional employee, the University officer will inform the affected faculty or professional employee of his or her decision by written notice. The affected employee(s) may appeal the decision of the University officer through the appropriate Grievance Procedure--Staff/Non-Bargaining Unit Affiliated with Staff or Service Personnel.

4. If any of the relationships defined herein are created subsequent to the employment of the affected staff or service employee, the relationship must be reported to the appropriate University officer in writing within 20 working days. The University officer shall inform the affected employee in writing that:

    4.1 One of the persons affected must give up his or her position by the earlier of the end of the fiscal year or six months from the date the relationship was established; or

    4.2 That the persons affected may continue their employment in their current positions subject to such conditions as the University officer 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. If permission for continued employment in the current positions is granted, it shall be for a period of no more than 12 months and shall be conditional upon the annual review procedure set forth above.

5. In instances where a conflict of interest might occur because of general supervisory responsibilities (supervision at least one step above that of the direct administrative supervisor) under normal operating procedures, the responsibility for institutional decisions involving a direct benefit will pass to the next higher administrative level. Discretion for handling cases not specifically mentioned in this policy will rest with the appropriate University officer and the president.

6. If a University officer is made aware of possible violations of this policy, he or she shall have the matter investigated. Final disposition of the investigation will rest with that University officer and the president.

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 exception of 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 administrative supervisor and the relative being supervised remain in their current 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 by calling Employee Relations at 285-1823, the EthicsPoint Whistleblower Hotline at 1-844-338-7290 or make an online report at http://www.bsu.edu/ethicspoint.

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 Research Integrity for issues regarding this policy or the one listed below, "Outside Services Activities of Employees."

Indiana Ghost Employment Law. The Indiana Ghost Employment Law, with a limited exception which is set forth below, makes it a criminal and civil law offense for Ball State University to employ and pay an employee when that employee is not assigned duties or is assigned duties not related to the operation of the University. Both the supervisor and employee may be subject to criminal and civil penalties for such violation.

Exception to the Indiana Ghost Employment Law. The Indiana Ghost Employment Law does permit an employee of a governmental entity, such as Ball state University, to voluntarily perform services during the normal hours of employment as long as those services do not:

2.1 Promote religion.

2.2 Attempt to influence legislation or governmental policy, or

2.3 Attempt to influence elections to public office;

And the services may only occur:

2.4 For the benefit of another governmental entity or a not-for-profit organization exempt from taxation under IRC 501(c)(3).

2.5 With the approval of the employee's supervisor, and

2.6 In compliance with a written policy approved by the governmental entity.

Outside Services Activities of Employees. Employees may be permitted to perform one or more outside services activities provided that such activities conform to this policy and do not otherwise constitute a conflict of interest or commitment. Employees may be permitted to spend up to a total of Four Hundred and Sixteen (416) university compensable hours in a fiscal year in performing outside services activities for a governmental entity or one or more 501(c)(3) not-for-profit organizations as determined in the sole discretion of and with the prior approval of the employee's supervisor. In the administration of this policy the University may take any measures in its sole discretion which are reasonable and necessary for the orderly and efficient operation of its business, including but not limited to altering or terminating the outside services activities that have been approved. An employee who performs the university approved outside services activities during normal hours of employment as provide herein shall be considered to be performing duties related to the operation of the University.

Administration and Record-Keeping. It is the responsibility of the employee to keep a record of the time spent on outside services activities and it is the supervisor's responsibility to oversee the employee's record-keeping and to ensure that such records are maintained for audit purposes.

Exceptions.

The President shall determine the limitation on the total time during any fiscal year and any record keeping requirements that the President and members of the President cabinet may spend on performing outside services activities.

It is anticipated that employees in professional and faculty positions will be asked to serve on particular outside boards because of their University related areas of expertise or the offices or positions they hold. "Outside Board" means the board, council, or other governing or advisory body of a business, educational, civic, professional, or social organization, whether for-profit or not-for-profit. Service on an Outside Board is of particular value to the University and is actively encouraged because of the recognition it provides to the University, and the additional information, exposure, understanding, and insight the person will receive. This service is deemed to be service to the University and need not require the use of a person's own time. This service is considered to be a duty or duties related to the operation of the University. The conflict of interest and commitment policies still apply to any service on an Outside Board.

The service of officials elected or appointed to public office is not included in the definition of service on an Outside Board and such officials are not eligible to perform the duties of their office during university compensable time under 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 Assistant Director of Institutional Equity and Affirmative Action 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.

DELINQUENT ACCOUNTS OWED THE UNIVERSITY

The "Procedures for Collecting Delinquent Accounts Owed the University by its Employees" were passed by the Board of Trustees on July 21, 2017, in order to collect charges remaining unpaid after sixty (60) calendar days following appropriate hearings and other appeal procedures, if any, have been concluded. Penalties assessed may include withholding employee privileges, recording of the delinquent account in the personnel file, refusing class registration, withholding salary increases, and withholding promotions and/or upgrades of positions. At the option of the University, delinquent accounts may be referred to collection agencies or pursued in court. The complete *Delinquent Accounts Owed the University* policy is located in Appendix A-1.

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.

The University retains the right, in its sole discretion, to determine the appropriate penalty for a violation of the policy, depending on the facts and circumstances of each case. For a copy of the complete policy text, contact the Office for People and Culture (285-1834).

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

Ball State University is committed to the principles of nondiscrimination and equal opportunity in education and employment. Further, the University is committed to the pursuit of excellence by prohibiting discrimination and being inclusive of individuals without regard to race, religion, color, sex (including pregnancy), sexual orientation, gender identity or gender expression, disability, genetic information, ethnicity, national origin or ancestry, age, or protected veteran status. This commitment enables the University to provide qualified individuals access to all academic and employment programs on the basis of demonstrated ability without regard to personal factors that are irrelevant to the program or job requirements involved.

The University assigns a high priority to the implementation of this equal opportunity policy and, through its affirmative action program, seeks to expand its efforts to guarantee equality of opportunity in employment. Affirmative action is taken to attract and recruit diversity, including underrepresented minority groups, females, protected veterans or individuals with disabled veteran status, and otherwise qualified persons with disabilities. Ball State will hire, transfer, recruit, train, promote, assign work, compensate, layoff and/or terminate based upon the tenets of this policy.

The University President affirms the commitment to equal opportunity and accepts responsibility for the implementation of the affirmative action program along with the vice presidents, deans, directors and heads of units. All persons involved in the decision-making process, including members of faculty and other employee committees, shall act in a nondiscriminatory manner. The Director of Employee Relations and Affirmative Action has been specifically designated to be responsible for overall compliance with all federal and state laws and regulations regarding nondiscrimination and for implementation and coordination of the University's affirmative action program. Information concerning the University's affirmative action program can be obtained from the Director of Employee Relations and Affirmative Action, Ball State University, Muncie, IN 47306.

To ensure equal employment opportunity and nondiscrimination, each member of the Ball State University community must understand the importance of this policy and his/her responsibilities to contribute to its success. This policy seeks to encourage the reporting of incidents so they may be addressed. Students, employees, and applicants shall not be subjected to harassment, intimidation, threats, coercion, discrimination, or retaliation because they have engaged or may engage in any of the following: 1) filing a complaint; 2) assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity; 3) opposing an act or practice deemed unlawful by a federal, state, or local law requiring equal employment opportunity; or 4) exercising any right according to this policy and/or any other lawfully protected right.

Complaints regarding unlawful discrimination or retaliation should be filed within 300 calendar days following the alleged act or incident giving rise to the complaint with the Assistant Director of Institutional Equity and Affirmative Action in accordance with the Ball State University Equal Opportunity and Affirmative Action Complaint Investigation Procedure and Appeal Process. The University encourages the prompt filing of all complaints. A copy of this document may be obtained by contacting the Assistant Director of Institutional Equity and Affirmative Action. Any individual or group found to have violated this policy will be subject to disciplinary or remedial action, up to and including termination of employment or expulsion from the University. Faculty and staff who are

determined to have violated this policy also may be held personally liable for any damages, settlement costs or expenses, including attorney fees incurred by the University.

The University maintains an audit and reporting system to determine overall compliance with its equal employment opportunity mandates. As a part of this system, the President will review the University's equal opportunity and affirmative action policy and program at least once each year, measure progress against the objectives stated in the affirmative action program, and report findings and conclusions to the Board of Trustees.

FISCAL MISCONDUCT

If an employee knows or suspects that other University employees are engaged in theft, fraud, embezzlement, fiscal misconduct, or violation of University financial policies, it is his/her responsibility to immediately notify the Director of Internal Audit and Advisory Services at 285-1053 and/or the Department of Public Safety or the EthicsPoint Whistleblower Hotline at 1-844-338-7290 or make an online report at http://www.bsu.edu/ethicspoint.

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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.

POLICY REGARDING UNACCOMPANIED MINORS

I. Purpose:

The purpose of this policy is to provide appropriate protection and safety for unaccompanied minors who are involved in authorized activities taking place on the Ball State University ("University") campus or under the authority and direction of the University at other locations. This policy supplements and does not replace any other legal requirements.

II. Applicability:

A. This policy applies to all University employees, students and volunteers who supervise, chaperone, or otherwise participate in authorized activities for unaccompanied minors taking place on the University campus or under the authority and direction of the University at other locations. For the purposes of this policy, an unaccompanied minor shall be a person:

(1) under the age of eighteen (18);

(2) unaccompanied by a parent or guardian; and
(3) in attendance at an authorized activity falling under the application of this policy.

B. This policy also applies to third party contractors whose representatives will have interactions with unaccompanied minors as part of an authorized activity falling under the application of this policy. All University agreements with such third party entities must reflect this applicability.

C. Some specific activities are covered by other policies and are therefore excluded from the scope of this policy. These activities include:

1. Performances or events open to the general public such as athletic competitions, plays, or concerts.
2. Regularly scheduled classes or activities designed primarily for officially enrolled students who are age 17 and above.
3. Pre-enrollment/recruitment/advising visits by high school students, including prospective student-athletes, when such visits are officially hosted by a University student.
4. University employees licensed as health care providers, or students serving under the supervision of a health care provider, rendering health services to minors in clinical settings.
5. University programs or units with a primary purpose of providing daily services to minors that maintain specific policies regarding the routine supervision of minors. Such programs and units include, but are not limited to, the Child Study Center, Burris Laboratory School, and the Indiana Academy for Science, Mathematics, and Humanities.
6. Students working with minors as a part of an academic program component such as student teaching, classroom observation or other activity under the authority and direction of an outside entity.
7. Students providing volunteer community service under the direction of outside businesses
or agencies.

III. Authorized Activity Requirements:

A. Registration of Authorized Activity:

It is the responsibility of the person in charge of an authorized activity involving unaccompanied minors (hereafter "Activity Leader") to pre-register the authorized activity with the Office of Risk Management within 30 calendar days prior to the first day of the authorized activity.

B. Identification of all Authorized Activity Personnel:

It is the responsibility of the Activity Leader, or his/her designee, to compile and maintain a list of all employees, students, volunteers, and/or third party contractors participating in the authorized activity. It is the responsibility of the Activity Leader to

ensure the completeness, accuracy and maintenance of the list of participants at all times.

C. Background Checks and Targeted Training:

It is the responsibility of the Activity Leader, in collaboration with the Office of Risk Management and the Office for People and Culture, to initiate and verify the successful completion of University background checks and approved targeted training for all identified personnel participating in the authorized activity. The background checks shall be completed using the University designated vendor and must be conducted within the twelve (12) month period immediately preceding the start date of the authorized activity.

Criminal background checks conducted for the primary purpose of employment with the University will satisfy this requirement as long as the background check was completed within the applicable twelve (12) month period. Information about the background check process is available from the Office for People and Culture.

Use of background checks conducted by entities other than the University designated vendor shall be approved on a case by case basis by the Office of Risk Management. In all circumstances, a background check must be completed within the applicable twelve (12) month period.

Any exceptions or modifications to the background check policy and training requirement must be pre-approved by the Office of Risk Management and must otherwise provide appropriate safeguards for the participants of the authorized activity.

D. Obligation to Notify:

In addition to the requirement of a completed current background check, all employees, students, volunteers, and/or third party contractors who are involved in an authorized activity have a **continuing** obligation to notify the Office of Risk Management of any arrest, charge or conviction for a felony or any offense or crime against a minor. Such disclosure must be made to the Office of Risk Management within 48 hours of the arrest, charge or conviction. If warranted, at the discretion of the Office of Risk Management, the participant may be immediately suspended from further participation in the authorized activity, pending an investigation or satisfactory resolution of the criminal matter. Legal prohibitions regarding physical presence on campus/trespassing may also be pursued. University administrators shall follow the appropriate procedures in determining and issuing any sanctions.

If the participant is not a member of the Ball State University community, but is present through an external organization authorized to be on campus, that external organization will be notified that the participant will no longer be permitted on the

University campus. Failure of the external organization to comply with the University's notification may result in the external organization being denied access to the University campus and facilities.

E. Level of Supervision of Unaccompanied Minors:

It is the responsibility of the Activity Leader to make arrangements for appropriate levels of supervision for all authorized activities, including an appropriate ratio of adult participants to unaccompanied minors. Appropriate levels of supervision should be determined by considering the age of the unaccompanied minors, the type of activity and facilities involved.

F. Electronic Communications:

Individuals involved in authorized activities under this policy are prohibited from having direct electronic communication with minor participants unless the minor's parent or another adult participant of the authorized activity is included in the electronic communication.

G. Authorized Activity Emergency/Safety/Training/Planning Records:

It is the responsibility of the Activity Leader to have in place, enforce, and make available upon request:

1. Applicable authorized activity policies and procedures;
2. Transportation needs of the participants;
3. Weather emergency plans;
4. Rules pertaining to contact with and supervision of unaccompanied minors;
5. Safety and security measures;
6. Medical emergency contact information;
7. First aid and medical treatment, dispensing of medications supplies and plans;
8. Ball State University photograph and video release form; and
9. Evidence of EduRisk training certificate of completion for all authorized activity personnel.

H. Mandatory Reporting of Instances or Suspected Instances of Abuse or Neglect:

Every member of the University community, including a participant in any authorized activity under this policy, has an obligation to immediately report instances or suspected instances of abuse or neglect with minors to Child Protective Services (CPS) at 1-800- 800- 5556, and the Ball State University Police at 765-285-1111. Approved by Cabinet 10.18.16

NCAA RULES AND REGULATIONS

As an employee of Ball State University you are considered a representative of athletic interest and must adhere to the same NCAA rules and regulations as followed by the University and its Athletics Compliance Office. For more information, visit www.ballstatesports.com.

PET POLICY

The pet is any domesticated or tamed animal that would normally be expected to belong to someone whether or not there is any acknowledged ownership. Written authorization is to be obtained from the appropriate Department Chairperson, Dean, or Administrative Head involved before a pet may be brought into university buildings. Such authorization is to state the purpose and duration of the activity involving the pet. The authorization is to be in the possession of the owner or person in control of the pet during the time the pet is in a university building. Pets are not permitted in Residence Halls with the exception of marine life in fresh water aquariums. Pets are not permitted on university grounds unless they are appropriately leashed or caged and under the control of and accompanied by their owners or others designated by their owners as having responsibility for the control and care of the pet. Pets are not permitted in Student Family Housing Apartments with the exception of marine life in fresh water aquariums and small caged birds.

Violations of the university Pet Policy will be dealt with in accordance with university rules governing the conduct of faculty, staff, and students. In addition, violations in the Residence Halls and Student Family Housing Apartments, will have action taken in accordance with "Conditions of Occupancy" for Student Family Housing, and "Policies of University Residence Halls" for the Residence Halls. Provisions of this policy do not apply to seeing eye or guide dogs or to police or K9 dogs while such animals are performing their duties under supervision. The Pet Policy is in addition to applicable ordinances of the City of Muncie and statutes of the State of Indiana.

RELIGIOUS ACCOMMODATIONS AND HOLY DAY OBSERVANCES

Ball State University respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the University's operations.

An employee whose religious beliefs or practices conflict with his/her job, work schedule, with the University's policy or practice on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must submit a written request for the accommodation to his/her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

The immediate supervisor will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available which is reasonable and which would not create an undue hardship on the University's operations. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code which does not impact safety or uniform requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the supervisor will confer with his/her manager and with the Director of Employee Relations.

The supervisor and employee will meet to discuss the accommodation request and decision

on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he/she may appeal following the Handbook's general grievance policy and procedure.

SAFETY/OSHA

The University is committed to complying with the Indiana Occupational Safety and Health Act (IOSHA) and all other applicable safety laws, regulations, and guidelines. However, promoting a healthy and safe work environment is the shared responsibility of the University and employees at all levels. Department heads and supervisors should consistently enforce all rules and regulations associated with safety, be aware of unsafe working conditions, and make sure each employee demonstrates safe work practices. Employees are responsible for following safe work practices and reporting unsafe working conditions to their supervisor and/or department head.

The University's Environmental Health and Safety (EHS) Office provides comprehensive environmental, health, and safety to the University community. EHS staff may be reached at 285-2807, through Work Control during the work week at 285-5081, or in an emergency through Campus Police at 285-1111.

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 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 requests 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 Assistant Director of Institutional Equity and Affirmative Action 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 Assistant Director of Institutional Equity and Affirmative Action.

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 300 calendar days) with inquiries, reports or complaints and to seek assistance from the Assistant Director of Institutional Equity and Affirmative Action. In addition, any University employee who becomes supervisory authority must report them to the Assistant Director of Institutional Equity and Affirmative Action. It shall be the responsibility of the Assistant Director of Institutional Equity and Affirmative Action 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 Assistant Director of Institutional Equity and Affirmative Action. 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 Assistant Director of Institutional Equity and Affirmative Action 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.

SOCIAL MEDIA POLICY

Social media are powerful communications tools that have a significant impact on organizational and professional reputations. Social media are defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include but are not limited to LinkedIn, X (formerly Twitter), Facebook, YouTube, Instagram, Tik Tok, and Snapchat.

Both in professional and institutional roles, employees need to follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with students, parents, alumni, donors, media, and other university constituents apply online as in the real world. Employees are liable for anything they post to social media sites.

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 for the complete policy.

STATEMENT ON RIGHTS AND RESPONSIBILITIES

1.1 Freedom of expression is enshrined in the First Amendment to the United States Constitution and Ball State University's Bill of Rights and Responsibilities. Therefore, Ball State University is committed to free and open inquiry in all matters, and our University guarantees all members of the University community—including students, faculty, staff, and visitors—the broadest

possible latitude to speak, write, listen, challenge, and learn. Except insofar as limitations on that freedom are necessary to the functioning of our University, Ball State fully respects and supports freedom of expression of all members of the University community. Our University endeavors to maintain a culture and community that will inspire our members to pursue knowledge with rigor and curiosity, to speak with care, and to work so that even the quietest or most underrepresented voices among us are heard. In the Beneficence Pledge, members of the Ball State community "pledge to value the intrinsic worth of every member of the community/To respect and learn from differences in people, ideas, and opinions."

1.2 The ideas of different members of the University community will often and quite naturally conflict. It is not the proper role of our University, however, to attempt to shield individuals from ideas and opinions they find unwelcome, disagreeable, or even deeply offensive. Our University greatly values civility, and all members of the University community share in the responsibility for maintaining a climate of mutual respect. But concerns about civility and mutual respect can never be used as a justification for closing off discussion of ideas, irrespective of how offensive or disagreeable those ideas may be to some members of our community.

1.3 The freedom to debate and discuss the merits of competing ideas does not, though, mean that individuals may say whatever they wish, wherever they wish. Our University may restrict expression that violates the law, that falsely defames a specific individual that constitutes a genuine threat or harassment, that unjustifiably invades substantial privacy or confidentiality interests, or that is otherwise directly incompatible with the functioning of the University. In addition, our University may reasonably regulate the time, place, and manner of expression to ensure that it does not disrupt the ordinary activities of our University. But these are narrow exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner that is inconsistent with our University's commitment to a completely free and open discussion of ideas.

1.4 Simply put, our University's fundamental commitment is to the principle that debate or deliberation may not be suppressed because the ideas put forth are thought by some or even by most members of the University community to be offensive, unwise, immoral, or wrong-headed. It is for the individual members of the University community, not for our University as an institution, to make those judgments for themselves, and to act on those judgments not by seeking to suppress speech, but by openly and vigorously contesting the ideas that they oppose. Indeed, fostering the ability of members of the University community to engage in such debate and deliberation in an effective and responsible manner is an essential part of our University's educational mission.

1.5 As a corollary to our University's commitment to protect and promote free expression, members of the University community must also act in conformity with the principle of free expression. Members of the University community are free to criticize and contest the views expressed on campus, and to criticize and contest speakers who are invited to express their

views on campus. But they may not obstruct or otherwise interfere with the freedom of others to express views they reject or even loathe. To this end, our University has an enduring responsibility to promote a lively and fearless freedom of debate and deliberation and to protect that freedom when others attempt to restrict it.

1.6 Ball State's commitment to freedom of expression comports with our commitment to inclusive excellence, which encompasses encouraging and rewarding diversity of thought, innovation, and creativity. We define inclusiveness, one of our University's enduring values, as a commitment "to respect and embrace equity, inclusion, and diversity in people, ideas, and opinions." As members of the Ball State University community, we will provide opportunities for all to express their opinions. It is our hope that, as we engage in free expression, we will learn to be comfortable in the dissidence that opposing views can often evoke. Freedom of expression is a powerful tool for testing ideas, for learning, and for growth. We pledge to keep inclusive excellence at the highest level of institutional importance and as a foundation in all that we do.

Adapted from the Report from the Committee on Freedom of Expression at the University of Chicago, 2014.
See also the *Conditions of Cooperation* in Appendix A-3.

TITLE IX COMPLIANCE

Each of us has a responsibility to report behaviors that may put others at risk. Title IX makes it essential that every employee know his or her obligations in reporting sexual harassment or assault.

It is equally important that an employee know that in Indiana everyone is considered a mandatory reporter regarding child abuse. Call Child Protective Services' 24-hour hotline at 1-800-800-5556 if you believe that a child is a victim of abuse or neglect. If the abuse has occurred on campus, please immediately call University Police at 765-285-1111.

Students who believe they have experienced sexual harassment are encouraged to come forward to receive assistance. But regardless of whether the harassed student files a complaint or otherwise requests assistance, **University employees who know about possible harassment must take appropriate steps** to report the information to the Associate Dean of Students and Title IX Coordinator.

Circumstances requiring an employee to report sexual harassment that occurs on or off campus include but are not limited to: a) a student shares information about an incident with an employee (even if he or she requests the employee's confidence); b) an employee observes a student, employee, or other representative of the university sexually harassing a student; c) a third party shares information about an incident with you.

To learn more about sexual harassment compliance and your role in maintaining a safe and respected campus, contact the Associate Dean of Students and Title IX Coordinator at 765-285-1545.

TOBACCO-FREE POLICY

Ball State University is committed to providing a healthy working and learning environment for the

entire campus community. The purpose of this policy is to reduce harm from tobacco use and secondhand smoke, provide an environment that encourages persons to be tobacco-free, reduce health insurance and health care costs, and promote a campus culture of wellness. Therefore, Ball State University establishes the following smoking policy for all facilities, campus areas, and vehicles in which 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, tobacco includes but not limited to cigarettes, cigars, pipes, water pipes (hooka), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff, chewing tobacco, and any non-FDA approved nicotine delivery device.

2. Tobacco use is prohibited on Ball State University campus.

3. Tobacco use is prohibited in all university vehicles, including maintenance vehicles, automobiles, and public carriers.

4. Tobacco use is prohibited in all university housing units.

5. Tobacco use will be permitted in the tailgating areas on home football game days only; otherwise the area is to be tobacco free.

6. University regulated parking areas are included in the ban. Tobacco use in enclosed personal vehicles will be permitted as long as users contain smoke and tobacco products inside the vehicle (e.g. windows must be closed). Failure to do so is a violation of this policy.

7. Adherence to this policy is the responsibility of all members of the University community. It is expected that students, faculty, staff, University affiliates, contractors and visitors to campus will comply with this policy. Members of the University community are empowered to respectfully inform others about the policy to ensure compliance. Primary enforcement of this smoking policy will be the responsibility of those persons who head individual units, departments, buildings, student housing units, those who supervise personnel, Public Safety personnel, and other designees.

    A. Failure to comply with this policy shall result in a fine equal to the fine set for all other non-bargaining unit employees 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.

8. This smoking policy shall be effective August 1, 2013.

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.

USE OF UNIVERSITY TECHNOLGY

Members of the University community must conduct themselves in accordance with high ethical standards related to use of technology. This policy applies to all forms of current and future technology capable of originating, storing, receiving, or sending alphanumeric data and photographic or other images. In addition to maintaining a high level of ethical behavior, each member of the University community must comply with all federal, state and local laws; all university rules and policies; and all applicable contracts and licenses, including abiding by the *Information Technology Users' Privileges and Responsibilities* policy published on the University website.

University employees are provided with the use of university resources for work related purposes and may not use them in such a way as to violate the University's tax-exempt status, legal obligations, or policies. For example, it is unethical for employees to utilize University information technology resources to view pornographic content (other than in the context of an academic purpose fulfilling the University's educational mission) or to harass a person who has requested to be left alone absent some legitimate institutional purpose for such communication.

Ability to access information and/or technology resources does not grant an unlimited right. Although an employee may be able to access information or resources, he/she may not do so without a legitimate work-related reason for doing so. Sharing passwords is also prohibited.

To review the complete *Information Technology User's Privileges and Responsibilities* policy go to http://cms.bsu.edu/about/administrativeoffices/securityservices/proceduresandpolicies.

USE OF UNIVERSITY VEHICLES AND THE DRIVING PRIVILEGE POLICY

A driver must have a valid Driver's License and be insurable under the University's auto fleet policy. As a condition of driving any University vehicle, a driver must give Ball State University authorization to conduct a comprehensive driving record check to comply with liability insurance provider and Bureau of Motor Vehicle (BMV) requirements.

The safety of Ball State University's students, faculty, staff, and the public is a central concern to the University. A Driving Privileges Policy governs the use of BSU's vehicles by applicable individuals and is designed to support safe and prudent use of BSU owned, leased, or rented vehicles and personally owned, leased, or rented vehicles used on University business. An approved driver must immediately report to his/her supervisor any incident or situation such as moving violations, license suspension or revocation, medical restrictions which may interfere with driving, or any other incident or situation that may result in a suspension or termination of university driving privileges as enumerated in the driving policy.

Personal use of a University vehicle is prohibited. Seat belts must be worn at all times. Cell phones should not be used while driving, and the use of tobacco, alcohol, or drugs by persons using University vehicles is strictly prohibited. If an employee knows or suspects other University employees are driving or about to drive while drug or alcohol impaired, it is the responsibility of the employee to attempt to verbally persuade the impaired employee to refrain from driving, and if this effort is unsuccessful, the employee should contact the University Police at 285-1111 and advise them of the circumstances. An employee should also follow-up with his/her supervisor regarding the concern.

Accidents in University vehicles, regardless of the extent of damage, must be investigated by the police and reported to Transportation Services (285-1022) immediately. Employees should

remain at the accident scene until the investigating police officer advises otherwise.

If an employee is taking a prescription or over-the-counter drug that will affect motor skills and perceptual abilities or which otherwise cautions against driving while taking the drug, an employee must notify his/her supervisor of the name of the drug and how long it will be taken. At the discretion of the University, an employee may be temporarily reassigned to a non-driving assignment or prohibited from working while on the drug. Failure to notify the University of such drug use prior to driving will result in disciplinary action. The full *Driving Privileges Policy* can be found in Appendix A-2.

WHISTLEBLOWER PROTECTION POLICY – ETHICSPOINT REPORTING

All employees of Ball State University and other members of the University community are expected to comply with all federal and state laws and regulations as well as University policies, and they are also expected to report to the University any violations of such laws, regulations or policies and other University related misconduct they witness or have good reason to believe occurred.

The University has existing policies and procedures for disclosing certain types of violations and misconduct. They include, but are not limited to, the Equal Opportunity and Affirmative Action Policy, the Sexual Harassment and Anti-harassment Policies, the Policy on Conflict of Interest and Conflict of Commitment, and the Policy on Protection of Human Subjects in Research. These policies should be used to report any suspected violations and misconduct covered by the policies.

Other suspected violations and misconduct should be reported to the University office responsible for the policy area or, alternatively, to the Assistant Director of Institutional Equity and Affirmative Action. Reports can also be made either by phone using the EthicsPoint dedicated toll-free hotline for Ball State University at 1-844-338-7290, or through the EthicsPoint Internet-based reporting system at: http://www.bsu.edu/ethicspoint. Access to the EthicsPoint Hotline Reporting is available 24/7/365 days of the year.

Any individual making such a report must have a good faith belief that a violation or misconduct may have occurred. An employee who the University determines has knowingly filed a false report or furnished false information may be subject to disciplinary action, up to and including termination.

Retaliation will not be tolerated against anyone who (i) in good faith reports a suspected violation of a federal or state law or regulation, University policy or other University-related misconduct, or (ii) provides testimony or other evidence or otherwise assists in the University's investigation of such a report. Any individual who has been threatened with or subjected to an adverse employment or academic action based on his or her good faith report of such an alleged violation or misconduct, or on his or her participation in the investigation of such a report, may file a complaint of retaliation with the Assistant Director of Institutional Equity and Affirmative Action. An employee who the University determines has engaged in retaliation against an individual based on the individual's good faith report of such an alleged violation or misconduct may be subject to disciplinary action, up to and including termination.

This policy supplements the existing Indiana statute, Indiana Code §21-39-3, which protects University employees against retaliation for making a good faith report of a violation of a federal or state law or regulation or the misuse of public resources.

Appendix A – 1

PROCEDURES FOR COLLECTING DELINQUENT ACCOUNTS OWED THE UNIVERSITY BY ITS EMPLOYEES

This policy applies to the collection of the delinquent accounts owed the University by its employees; accounts may include but are not limited to unpaid charges for:

1. Fines (such as traffic and library fines) and penalties.
2. Charges for lost or damaged books and other materials; personal telephone calls; use of the University facilities; printing, duplicating, and other services rendered by the University.
3. Unpaid student fees and related charges, including tuition remission.
4. Payments that are subsequently returned by the bank, and any associated charges.
5. Wage or benefit overpayments or insurance premiums.

A. Definitions

1. A "delinquent account" is an account recorded on University accounts receivable or loan system that contains any charges, not library related, that remain unpaid for a period of 60 calendar days, 97 calendar days if only library related charges, after appropriate hearings and other appeals procedures, if any, have been concluded.

2. A "paid account" is an account recorded on the University accounts receivable system that has been liquidated. For the purposes of a Voluntary Payroll Deduction Loan (VPDL), a "paid account" is a loan balance that has been liquidated in the University loan receivable system.

3. The "date paid" is the date that final payment, permanently liquidating the account on the University accounts receivable system, is received at the Office of Bursar and Loan Administration.

B. Procedures – Employees Who Have Delinquent Accounts and Who Fail to Pay Them

1. Withholding Employee Privileges

The following privileges are to be suspended until the debt is liquidated unless such privileges are already under suspension as a result of previous action:

Parking privileges when unpaid parking charges are involved; library privileges at the discretion of the University when delinquent library charges are unpaid; waiving of tuition/fees for dependents and for the employee; special assigned leave with pay; assigned leave with pay; leave without pay for study or for government arranged leave.

2. Recording in Personnel Files

   A record of the failure to pay the debt is to be made in personnel file, and this information shall be considered in future employment decisions regarding the employee.

3. Withholding Salary Increases, Promotions, Position Changes, and Position Upgrades

   No general pay increases (those generally given annually at the start of the fiscal or academic year) are to be granted and in all cases possible future stipends, or additional earnings will not be allowed. In addition, promotions, position changes, and/or position upgrades are to be withheld.

   If an employee subsequently pays the delinquent account, the salary increase in question, if awarded, will be effective no later than 30 days after the date the account is liquidated. The proposed salary increase will be applicable only to the remainder of the contract year and will be prorated accordingly. Likewise, the effective date of the promotion or upgrading will be no later than 30 days after the date the account is liquidated.

4. Prior to registration for classes (employee or dependent) the employee must pay all charges (delinquent or otherwise) except those charges being appealed. To be eligible to receive tuition remission benefits, the employee may not have an outstanding VDPL loan balance or delinquent accounts receivable balance.

5. Ten calendar days prior to initiating the foregoing actions a final notice will be delivered personally or mailed (certified mail) to the employee advising of the actions to be taken unless the debt is paid.

5. To defray the cost of pursuing collection and impose a penalty charge for the account not being paid when due, a delinquency processing and late payment fee will be assessed based on the *total* outstanding delinquent accounts receivable balance and will be included in the balance owed the University when the account becomes delinquent per the following schedule:

Total Balance Owed	Delinquency Processing and Late Payment Charges
$ 5.00 - $ 499.00	$50.00
$ 500.00 - $1999.00	$75.00
$2000.00 and above	$100.00

Additional delinquency processing and late payment charges will be assessed to the employee based on the total outstanding delinquent accounts receivable balance each time a new charge is incurred and becomes delinquent.

7. Voluntary Payroll Deduction Loan (VPDL) Program

Employees may elect to pay their delinquent account in full by executing a Voluntary Payroll Deduction Loan Program promissory note and payroll deduction authorization to the University within ten calendar days after the date of the final notice. The proceeds of the promissory note will be applied to the delinquent account as of the date executed. The employee will then be subject to the terms of the promissory note. However, should the employee subsequently default in repaying or revoke the promissory note, delinquent account collection procedures may be resumed, at the option of the University, as though the delinquent account had not been paid, including placement at a collection agency.

Interest is to accrue on the unpaid principal balance, until paid, at the Ball State Federal Credit Union one year note loan rate in effect on the date the loan is made plus one percent. A $25.00 document processing fee is to be paid to defray the costs of processing the Loan and may be included in the loan.

The calculated payment amount will be the maximum amount allowed by Indiana Code 22-2-6-4(c) for deduction from disposable earnings paid the employee each pay period by Ball State University. To remain in good standing, the regular payment schedule of the VPDL will be maintained by the employee regardless of the pay schedule of the University. Payments will be due and arrangements must be made by the employee regardless of missed work, unpaid time off, leaves of absence, etc.

Only one VPDL may exist for an employee at a time and subsequent delinquent balances incurred by the employee may not be added on to an existing VPDL.

8. At the option of the University delinquent accounts may be referred to collection agencies or pursued in court which could result in additional collection costs including court costs and attorney fees.

C. Responsibility for Administration

It shall be the responsibility of the Vice President for Business Affairs and Treasurer or the Vice President's designee to pursue with due diligence the collection of delinquent employee accounts. Procedures for Collecting Delinquent Accounts Owed the University by Its Employees as amended will be effective July 21, 2017.

Appendix A – 2

Ball State University
Driving Privileges Policy

I. Purpose

Ball State must ensure that the operation of University vehicles is done in a manner that minimizes risk to the general public as well as to our employees and students. This policy which governs the use of Ball State vehicles is designed to support safe and prudent use of University owned, leased, and donated or rented vehicles, including personal vehicles in the event the vehicle is used on University Business. University Business is defined as those activities that further the mission of the University and, in the case of an employee of the University, are within the scope and authority of that person's employment or for activities which they are seeking mileage reimbursement.

II. Authorized Drivers

Drivers of University vehicles must be 18 years of age or older *and* have a valid driver's license. Only the following individuals may qualify as authorized vehicle drivers.

a. Employees (faculty, staff) of the University whose job description requires driving as a condition of employment.
b. Employees of the University on official travel status with an approved Travel Authorization (TA).
c. Ball State students (undergraduate, graduate) working in a paid position on campus who are either traveling on authorized University business or whose job description requires driving as a condition of employment.
d. Other individuals who may be permitted on an occasional basis to drive on authorized University Business.

III. Driver Responsibilities

To be considered for approval to drive, the individual must:

a. Have a valid Indiana driver's license or out-of-state license for at least 3 years.
b. Consent to a Motor Vehicle Record (MVR) check for Indiana driver's license and/or

in the case of out-of-state driver's license(s), provide a current copy of their MVR from the state where their license is issued that covers the previous 36 months. The cost to obtain the out-of-state driving record is the responsibility of the driver.

c. Maintain an acceptable driving record as determined by the University's MVR Point System in Appendix A - 2 of this policy.
d. Meet the acceptable risk standards set forth by the University's insurance carrier;
e. Continuously self-evaluate driving performance to ensure it remains in compliance with this policy.
f. Comply with Transportation Services Guidelines and obey applicable state laws.
g. Immediately report any incident or situation to his/her supervisor that might cause approval status to change. Such incident or situation could include moving violations, license suspension or revocation, and medical restrictions which may interfere with driving. The supervisor will immediately report such incident or situation to Transportation Services.
h. Immediately report all accidents, involving a university vehicle, regardless of the extent of damage, to the police and to Transportation Services. An accident is defined as any incident involving an automobile that causes damage to people or property.
i. Drivers should not make any statements concerning responsibility for accidents since any admission may impair the insurer's ability to defend a case of questionable legal liability. Appropriate legal authority will decide fault or liability.

IV. Driving Record Reviews

A Motor Vehicle Record (MVR) is a driving history report, as reported from the Department of Motor Vehicles (BMV, or similar state agency). Information on this report may include driver's license information, point history, violations, convictions, and license status. Based on the MVR review, each driver's status is classified as acceptable, conditional, or unacceptable using the University's MVR Point System in Appendix A.

The following parameters will be observed in the review of MVR's:

a. MVR reviews are performed annually for all authorized drivers. MVR reviews may also be performed after any accident involving a university vehicle, on an increased frequency for conditional drivers, and on request from a supervisor if there is a reasonable basis for the request.
b. The University reviews moving violations and offenses for the past three years; and five years for driving under the influence of drugs or alcohol.
c. MVR reviews may result in a driver being placed in a conditional or unacceptable status which in turn could result in disciplinary action up to and including termination of employment.

V. Driver Safety Program

Driver training may be required as a result of individual driving performance issues identified via accident history and MVR reviews. The Office of Risk Management may recommend additional training based on performance metrics such as too many backing events or speeding violations. Drivers will be required to successfully complete the assigned training or be placed on conditional status.

VI. Conditional Status and University Driving Privileges

As conditions warrant a driver may be placed on conditional status limiting their ability to drive for the University. In such instances, the Office of Risk Management will provide written notification to the employee, the employee's supervisor, and Employee Relations outlining the expected duration of conditional status and any corrective action to be taken. Conditional status applies until further notice is given. Drivers placed in a conditional status are expected to cooperate fully with any impending corrective action measures.

VII. Suspension or Termination of University Driving Privileges

The following offenses may result in the suspension or termination of university driving privileges:

a. Unacceptable MVR status as determined by the MVR Point System.
b. Failure to maintain a valid driver's license.
c. Operating a university vehicle on a suspended, revoked or cancelled license.
d. Failure to immediately report an accident to law enforcement and Transportation Services while driving a University vehicle.
e. Two or more at fault accidents involving bodily injury or cumulative property damage for all accidents in excess of $10,000 while driving on university business in the past three years.
f. Operating a University vehicle under the influence of alcohol/drugs or refusing to submit to a sobriety test.
g. Knowingly operating a University vehicle in violation of this policy.

The Office of Risk Management will make the determination if and when a suspension or termination of driving privileges is appropriate, the duration, and what, if any, driving limitations will be imposed on the driver after the suspension. Written notification will be provided to the employee, the employee's supervisor and Employee Relations outlining the necessity for the suspension or termination of driving privileges and the recommended course of action. If driving on University Business is an essential function of an employee's position, suspension of driving privileges may also result in appropriate university disciplinary action, up to and including termination of employment, independent of action taken by the Office of Risk Management.

All drivers must consent to a Motor Vehicle Record (MVR) check to ensure they continually meet the approval requirements set forth in this policy. For employees who reside out-of-state, employees must provide BSU Transportation Services a current MVR annually. Situations which may affect driver approval consist of any combination of violations or convictions which total eight or more points in the previous three years. Point values range from zero to twelve (0-12) points and correlate to the seriousness of the offense in posing a safety risk. Not wearing a seat belt is counted as zero points for the first violation and as 2 points for the second and successive violation of the same offense.

MVR Point System

	Acceptable	**Monitored**	**Conditional Requirements Must be Completed**	**Unacceptable**
Moving Violations	0 – 4 points in the past 3 years	5 - 7 points in the past 3 years	8 - 12 points in the past 3 years Conditional requirements must be met in the timeframe given otherwise status will be moved to Unacceptable.	13 or more points in the past 3 years Receiving an additional moving violation after being placed on conditional status Drivers with active suspensions Suspension or revocation in the past 3 years due to a traffic-related offense
Suspension – Non felony offense, i.e., failure to appear, failure to submit proof of insurance or failure pay a fine			Risk Management Committee will review and make final determination on status	Status will be determined by Risk Management Committee
Major Offenses				A single citation in the past 3 years for any felony crime committed with a vehicle or leaving the scene of an accident A single citation in the past 5 years for any alcohol or drug-related driving offenses or refusing to take a substance test

MVR Point System for Student Employees

	Acceptable	**Monitored**	**Conditional Requirements Must be Completed**	**Unacceptable**
Moving Violations	0 - 4 points in the past 3 years	5 – 7 points in the past 3 years		8 or more points in the past 3 years Drivers with active suspensions Suspension or revocation in the past 3 years due to a traffic-related offense
Suspension – Non-felony offense, i.e., failure to appear, failure to submit proof of insurance or failure pay a fine			Risk Management Committee will review and make final determination on status	Status will be determined by Risk Management Committee
Major Offenses				A single citation in the past 3 years for any felony crime committed with a vehicle or leaving the scene of an accident A single citation in the past 5 years for any alcohol or drug-related driving offenses or refusing to take a substance test

9/7/11
Rev. 3/8/12
Rev. 7/21/17

Appendix A – 3

CONDITIONS OF COOPERATION BETWEEN BALL STATE UNIVERSITY AND EMPLOYEE ORGANIZATIONS

WHEREAS, it is the policy of the Ball State University Board of Trustees to receive and consider suggestions and advice from the University employees staff in connection with the formulation of policies and the solutions of problems affecting the general welfare and working conditions of, and the services rendered by staff personnel of the University; and,

WHEREAS, the rights of employees to associate themselves together, whether that association is known as a union or by some other name, is recognized in Indiana, and there is no legal bar to their collective presentation of their employment interests to the public officials charged with the duty of fixing the terms of employment; and,

WHEREAS, subject to the law and the paramount requirements of public service, the interests of Ball State University may be best served by provisions for orderly methods and procedures for the collective presentation of employee employment interests, if employees so desire; and

WHEREAS, effective employee organization and management cooperation in university employee relationships require a clear understanding of the respective rights and obligations and duties of employee organizations, university administration, and university trustees;

NOW, THEREFORE, the Ball State University Board of Trustees adopts the following procedures for the recognition of employee organizations and the consideration of collective presentations of their views, suggestions and employment interests. The following provisions shall not be construed as a relinquishment by the Ball State University Board of Trustees of any of their obligations, responsibilities and authorities, conferred upon them by the people of the state through legislative procedures, to act in final judgment on the management of institutional affairs in the public interest, nor as a recognition by Ball State University Board of Trustees of a right to strike or picket by employees of the University, or of a right to take any other concerted action to impede, or to threaten to impede, the Board of Trustees or administrative officials in the proper and orderly operation of the University.

Section 1.

(a) Regular staff employees of the University as defined in Section 5(a) shall have the right to freely and without fear of penalty or reprisal, form, join and assist any lawful employee organization, or to refrain from any such activity, and the University will collect union dues by paycheck withholding upon receipt of signed, written requests of employees conforming to law.

(b) The rights described in Section 1 do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 2. The term "employee organization" shall mean any lawful association, labor organization, federation, employee council or brotherhood having as a primary purpose the improvement of working conditions among University employees, but such term shall not include any organization which:

(a) asserts the right to strike against the University, State of Indiana or any agency thereof, or to assist or participate in any such strike, or which imposes a duty or obligation to conduct, assist or participate in any such strike, picket, slowdown, work stoppage or take any other concerted action to impede or threaten to impede the Trustees or administrative officials in the normal operation of University, or

(b) which has had any local or international officer convicted of a felony, or

(c) which advocates the overthrow of the constitutional form of government in the United States or State of Indiana, or

(d) which discriminates with regard to the terms or conditions of membership because of race, color, sex, creed or national origin.

Section 3.

(a) University officials shall accord formal or exclusive recognition to employee organizations which request such recognition in conformity with the requirements specified in Sections 4 and 5 except that no recognition shall be accorded to any employee organization which the Board of Trustees considers to be subject to corrupt influences or influences opposed to basic democratic principles or which violates any of the terms and conditions set forth herein.

(b) Recognition of an employee organization shall continue so long as such organization satisfies the criteria of this directive applicable to such recognition; but nothing in this section shall require the University to determine whether an organization shall become or continue to be recognized as exclusive representative of the employees in any unit within twelve months after a prior determination of exclusive status with respect to such unit has been made pursuant to the provisions of this directive.

(c) Recognition, in whatever form accorded, shall not preclude any employee or group of employees, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable rule,

regulation, or established policy, or from choosing his own representative in a grievance or arbitration procedure, so long as that representative is not another employee organization or a person directly or indirectly related to another employee organization. The term "another employee organization" shall mean any employee organization other than the employee organization recognized under the above-referred to provisions and section.

Section 4.

(a) Administrative officials shall accord an employee organization formal recognition as the representative of the employees in an appropriate bargaining unit when:

(1) No other employee organization has qualified for formal or exclusive recognition as representative of employees in that bargaining unit, and

(2) It is determined by the University that the employee organization has a substantial and stable membership in that bargaining unit of no less than ten percent of the regularly employed staff employees as defined in Section 5(a), and

(3) The employee organization has submitted to the Board of Trustees a roster of its officers and representatives, a copy of its constitution and by-laws and a statement of objectives, and a resolution passed by the membership of the employee organization stating that the organization and its members will not strike, picket, slowdown, engage in a work stoppage or, take any concerted action to impede or threaten to impede the Trustees or administrative officials in the normal operation of the University.

(b) When an employee organization has been recognized as the formal representative of employees within an appropriate bargaining unit that organization shall be entitled to:

(1) discuss, from time to time, with appropriate administrative officials, matters of personnel policy and practice affecting working conditions that are of concern to the employees within that bargaining unit, and to present at all times its views and proposals in writing to appropriate administrative officials;

(2) use University facilities designated by the University for meeting places, subject to all existing regular policies, rules and regulations related thereto;

(3) call for Equal Representation Committee meetings with administrative officials for the purpose of developing joint recommendations to the Board of Trustees concerning employees in that bargaining unit and procedures of election for determining certification for exclusive recognition with respect to such bargaining unit.

Section 5.

(a) Administrative officials shall recognize an employee organization as the exclusive representative of the regularly employed staff employees, including those employees in a probationary status, within an appropriate bargaining unit when such organization is eligible for formal recognition pursuant to Section 4 herein and has been designated or selected by a majority of the regular staff employees working in that bargaining unit as the representative of such employees, except that for the purpose of formal or exclusive representation, administrative officials, assistants, and supervisors who have general supervisory powers and who officially evaluate the performance of employees and all secretaries and clerical employees shall not be included within the definition of regular staff employees.

(b) To determine whether an organization has been designated or selected as the exclusive representative of the employees of Ball State University in an appropriate bargaining unit, the University shall have the right to cause an election to be held under the supervision of an impartial person or organization and under such procedures as will insure a fair and impartial election, and in such election a majority of the regular staff employees as herein defined working in that bargaining unit must vote in favor of exclusive representation before such recognition will be given. This exclusive representation shall continue in full force and effect so long as the employee organization represents the majority of such regular staff employees. However, an election will be considered a valid election, provided sixty percent of the eligible voters cast valid ballots.

(c) When an employee organization has been recognized as the exclusive representative of employees within an appropriate bargaining unit that organization shall be entitled to:

(1) speak on behalf of all regular staff employees as defined in Section 5(a) within that bargaining unit and shall be responsible for representing the interests of all such employees within that unit without discrimination and without regard to employee organization membership, provided that any employee or groups of employees shall have all rights provided in Section 3(c) above; and,

(2) be given the opportunity, upon request of the employee to be represented at discussions between administrative officials or their representatives and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees within that bargaining unit; and,

(3) call, and be represented on, an equal representation committee meeting with administrative official representatives for the purpose of negotiating joint written recommendations to the Board of Trustees of the University on matters of personnel policy and working conditions within that bargaining unit, but such privilege shall not be construed to extend to such area of discretion and policy as the mission of the University, its budget including wages and salaries, its organization and assignment

of its personnel, or the technology of performing its work within that bargaining unit.

Section 6.

(a) If an organization has been recognized as the exclusive representative of the employees in an appropriate bargaining unit, an equal representation committee shall be established. The committee shall be composed of ten members, five of whom shall be appointed by said employee organization and designated as the staff panel and five members shall be appointed by the Ball State University Board of Trustees or administrative officials and designated as the administrative panel.

(b) Equal representation committee meetings will be called between June 1st and July 15th in every odd numbered year within 10 days of receipt of a written request setting forth the agenda proposal, from an appropriate officer of the employee organization given exclusive recognition for employee representation, or from the President of the University, or, at the discretion of the President of the University, from any group of employees given formal representation recognition. Situations may arise where it may be necessary to deviate from the designated negotiation time period June 1st through July 15th provided the parties mutually agree.

(c) When an agreement is reached by a majority of the equal representation committee on a recommendation, the same shall be submitted in memorandum form to the President of the University who shall place the same on the agenda of the next regular meeting of the Trustees.

(d) In the event that a majority of the committee shall not agree on matters of recommendation, the originating panel may make a written recommendation witnessed by the opposing panel together with a written recommendation of the opposing panel witnessed by the originating panel and the same shall be submitted to the Trustees of the University through the President, as provided in paragraph (c).

(e) Other formal rules and conditions of equal representation committee operations may be established from time to time as deemed necessary by such committee.

Section 7.

(a) Management officials retain the exclusive right and responsibility:

(1) to direct employees of the University

(2) to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against employees,

(3) to relieve employees from duties because of lack of work or for other

legitimate reasons,

(4) to maintain the efficiency of the operations entrusted to them,

(5) to determine the methods, means and personnel by which such operations can be conducted, and

(6) to take whatever actions may be necessary to carry out the mission of the University.

(7) Provided this Section 7 shall not be used to unlawfully discriminate against any employee.

b) University officials retain the exclusive right and responsibility to establish general and reserved parking permit fees for service personnel so long as the establishment of such fees are consistent with parking permit fees for other groups of University employees.

Section 8.

(a) Administrative procedures for the handling of employee grievances shall contain the following provisions and conditions:

(1) any grievance and arbitration procedure shall extend only to the interpretation or application of University policy and not to changes in or proposed changes in University policy; and,

(2) the aggrieved employee(s) shall have the right to have a representative of his own choosing to speak for his own interests, regardless of the fact that an employee organization has been accorded exclusive recognition, provided that such representative of the employee's own choosing is not either directly or indirectly a representative of another employee organization or a person directly or indirectly related to another employee organization as identified in Section 3(c), above.

(b) Administrative procedures for the handling of employee grievances may contain provisions for the arbitration of grievances which:

(1) shall be advisory in nature with any decision or recommendation being subject to the approval of the President of the University; and,

(2) shall be invoked only with the approval of the individual employee or employees concerned.

Section 9. Solicitation of memberships, dues, or other internal employee organization business shall be conducted during the off duty hours of the employees concerned. Officially requested or approved consultations and meetings between management officials and representatives of recognized employee organizations shall, whenever practical, be conducted on official time. However, the President of the University may require that such meetings, including equal representation committee meetings, be conducted during the off duty hours of the employee organization representatives involved.

Section 10. The University will not continue to employ any person who participates in or encourages any strike, slowdown, work stoppage, picketing, or other interruption or interference with the normal activities of the University.

Section 11. Nothing in this amended Conditions of Cooperation will affect any recognized and pre-existing collective bargaining relationship between the University and an employee organization.

09/28/67
1st Rev. 10/26/86
2nd Rev. 06/24/90
3rd Rev. 09/22/95
4th Rev. 09/17/98
5th Rev. 07/21/00
6th Rev. 07/19/02
7th Rev. 07/18/03
8th Rev. 07/22/05
9th Rev. 07/20/07
10th Rev. 07/24/09
11th Rev. 3/19/10
12th Rev. 09/06/19
13th Rev. 09/15/23

Appendix A – 4

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties herein defined as AFSCME, Local #293, and Ball State University regarding the application, meaning, or interpretation of the Conditions of Cooperation between Ball State University and Employee Organizations and any supplements thereto shall be settled in the following manner.

All written grievances must set forth: the basic facts giving rise to the grievance, the signatures of the aggrieved employee(s), and the remedy sought.

STEP 1 - The aggrieved employee(s) may, with or without his/her union steward or a fellow employee of the aggrieved's (s') choosing, take up the grievance by reducing it to writing within ten (10) working days of its occurrence with his/her immediate supervisor. The supervisor shall then attempt to adjust the matter and respond in writing within five (5) working days.

STEP 2 - If the grievance is not settled, it shall be referred in writing to the aggrieved employee's (s') department head within five (5) working days after the supervisor's response is due. The department head and/or his/her designee shall meet and discuss the grievance with the aggrieved employee(s), his/her union steward, or a fellow employee serving as a representative of the employee(s) at a mutually agreeable time within five (5) working days of receipt of the grievance. The aggrieved employee(s), his/her union steward, or a fellow employee serving as a representative of the employee(s), and the Human Resources Department shall be given an answer in writing by the department head within ten (10) working days from the time the meeting was held.

STEP 3 - If the grievance still remains unadjusted, it shall be presented in writing by the aggrieved employee(s), by the Chairman of the Union Grievance Committee, or by a fellow employee serving as a representative of the employee(s) to the Director of Employee Relations within five (5) working days after the response of the department head is received. The Director of Employee Relations and/or his/her designee shall meet and discuss the grievance with the aggrieved employee(s), the President of the Union and/or the Chairman of the Union Grievance Committee, or a fellow employee serving as a representative of the employee(s) within four (4) working days of receipt of the grievance. The Director of Employee Relations shall give his decision in writing to the aggrieved employee(s) or a fellow employee serving as a representative of the employee(s) and the Chairman of the Union Grievance Committee within seven (7) working days from the time the meeting was held.

STEP 4 - If the grievance still remains unadjusted, the Union or the University may request

advisory arbitration by filing written notice to the other party and to the American Arbitration Association within twenty (20) days after the Director's reply is received by the Union. The arbitration proceeding shall be conducted by an arbitrator who shall be selected by both parties, within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the American Arbitration Association will be requested to provide a list of five (5) arbitrators. Both parties shall have the right to strike two (2) names from the list. The party requesting advisory arbitration shall strike the first name. Either party may request an alternate list of arbitrators; the parties will then select from the second list as provided above. The remaining person will be designated the arbitrator. The decision of the arbitrator shall be advisory on both parties, and the arbitrator shall be requested to issue his/her recommendation in writing within thirty-five (35) days from the conclusion of the proceedings. The arbitrator's fees and expenses shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the loser. Other expenses for the arbitration services shall be shared equally by the aggrieved employee(s) and the University. Each party shall be responsible for compensating its representatives.

The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement.

The decision of the arbitrator may or may not include back pay, provided, however, that any back pay award shall not be in excess of 60 days from the date of discharge or disciplinary suspension.

STEP 5 - In the event the aggrieved employee(s) or the University fail(s) to agree with the recommendation of the arbitrator, the dispute shall be presented by the President of the University to the Board of Trustees of Ball State University, whose decision shall be final.

A steward or fellow employee selected as representative of the employee(s) shall always seek permission from his/her supervisor to leave his/her work area in the settlement of grievances.

Any time a grievance is resolved in the first three steps of the grievance procedure without the presence of a union representative, and the resolution of the grievance adversely affects other employees in the department, the Union shall have the prerogative of filing a counter grievance.

03/21/68

1st Rev. 08/30/73	4th Rev. 06/24/90	7th Rev. 09/22/95	10th Rev. 07/22/05	
2nd Rev. 06/24/87	5th Rev. 08/12/91	8th Rev. 09/19/97	11th Rev. 9/15/23	
3rd Rev. 06/28/88	6th Rev. 08/11/93	9th Rev. 07/21/00		

ARTICLE I – SENIORITY

Section 1. Probationary and Performance Periods

A. Probationary Period. A permanent, full-time employee is required to complete a Probationary Period of 120 calendar days. An employee will be referred to as a "probationary employee" during this period. Upon satisfactory completion of the Probationary Period, his/her university seniority will be computed retroactive to his/her hiring date.

> **Exception**: 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.

A probationary employee will be entitled to use Steps 1, 2, and 3 of the Grievance procedure.

B. Probationary or performance periods may be extended by the University by the number of days the employee is absent from work.

Section 2. Seniority Records

A. University Seniority. Shall be computed on the basis of the hiring date into a permanent, full-time position with the University. University seniority will be utilized for the purpose of computation of paid time off.

B. Occupational Group Seniority. Shall be computed on the basis of the latest date of appointment to an Occupational Group.

C. Ties in Seniority. Whenever the "Occupational Group" and/or the "University" seniority date(s) of employees are the same, such ties in ranking will be broken by listing tied employees in alphabetical order by their surname.

Section 3. Definition of Job Classification, Occupational Group, and Seniority Department

A. Job Classification. Is defined as a group of positions which are so similar in duties, responsibilities, education, and experience, that each position in the group has been

given the same job title.

B. Occupational Group. Is defined as identifiable common job classification(s) which have similar qualifications and responsibilities, and traditional lines of advancement.

C. Seniority Departments.

1. Facilities Planning & Management
2. Housing
3. Dining
4. Student Center
5. Business Affairs
6. Public Safety

Section 4. Loss of Seniority

A. Loss of "University" and "Occupational Group" Seniority if:

1. An employee quits or resigns.
2. An employee is dismissed or discharged for just cause.
3. An employee retires.
4. An employee fails to return to work upon expiration of a leave of absence without a justifiable reason.
5. An employee fails to return to work within five (5) calendar days after delivery or attempted delivery of the notice of recall from layoff.
6. An employee is absent from work for three (3) consecutive regular work days except when on authorized leave of absence.
7. An employee fails to return to work by transferring or promoting into a posted bargaining unit position within ninety (90) calendar days of being medically released to return to work.

B. Loss of "Occupational Group" Seniority only if:

1. An employee is permanently transferred, promoted, or reassigned to another occupational group and completes 120 calendar days of service in the new occupational group. An employee who is temporarily assigned to another occupational group or seniority department or who is displaced from his/her occupational group as a result of layoff will not relinquish his/her seniority.

C. An employee who is promoted to a supervisory position with the University shall not forfeit any of his/her seniority in his/her regular job and may be returned at any time to his/her former job classification with full seniority rights up to his/her promotion date into the supervisory position.

D. An employee who returns to an Occupational Group where he/she has previously held Occupational Group seniority and who satisfactorily completes the performance period upon his/her return, will have his/her Occupational Group seniority date adjusted to give credit for such prior service in that Occupational he/she notifies the Director of Employee Relations in writing that such adjustment should be made. No credit will be given for service in an Occupational Group that occurred prior to a break in University service in accordance with section 4.A.

Section 5. **Transfers**

A. 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. In the selection of persons for transfer, the University shall first consider the candidate's qualifications including previous University work records (performance appraisals, attendance records, disciplinary records). When these qualifications are equal, the University's affirmative action goals, if applicable, will be considered first, then either the candidate's "Occupational Group" seniority, if applicable, or the "University" seniority shall be the determining factor for transfers. When a position is filled due to consideration of affirmative action goals, the Union will be advised of such determination. An employee who is assigned to a different job classification will be required to satisfactorily complete a Performance Period of 120 calendar days.

Exception: 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.

B. An employee who does not successfully complete the Performance Period will be reassigned to his/her former job classification. Such employees will not be permitted

to bid for positions in the job classification from which they were disqualified for three (3) years. Probationary employees are not eligible for transfers or promotions.

An employee shall be limited to one transfer and one promotion in a six month time period with the exception that promotions to a skilled trades position or a skilled trades trainee position will not be subject to the six month time limit.

Section 6. Job Posting Procedure

A. With the exception of the Police Officer job classification, the University will post on specified bulletin boards (North and South Service & Stores buildings, Student Center, Arts & Journalism, North Dining, and Human Resources) notice of permanent vacancies which occur because of resignation, discharge, retirement, death, opening of new facilities, or addition of a new permanent position. The University reserves the right to determine when vacancies will be posted. The notice of such vacancies will be posted for four (4) calendar days. One (1) subsequent vacancy will be posted in the same manner, with the exception that all subsequent Cook I and Cook II vacancies will be posted. An employee who wishes to be considered for a specific posted vacancy as described in Section 6.A. must complete and sign the appropriate form in the Human Resources Department within the four (4) day posting period for that job.

B. The format for job postings shall be established by the Human Resources Department of the University. The University and Union will mutually agree upon any changes in the location for the postings of vacancies as described in Section 6.A. Whenever necessary, the University reserves the right to assign temporary employees to permanent vacancies, temporarily. Situations may arise where it may be necessary to deviate from the job posting procedure, providing the University and the Union mutually agree.

Section 7. Promotions

A. A promotion is defined as a permanent appointment to a classification which has a higher rate of pay, a different job title, and which has greater responsibility. The University will consider employees for promotions by job posting when vacancies occur. The University will first examine all candidates on the basis of their qualifications, including previous University work records (performance appraisals, attendance records, disciplinary records). When these qualifications are equal, the University's affirmative action goals, if applicable, will be considered first, then either the candidate's "Occupational Group" seniority, if applicable, or the "University" seniority shall be the determining factor. When a position is filled due to consideration of affirmative action goals, the Union will be advised of such determination. An

employee who is promoted and does not successfully complete the Performance Period will be reassigned to the job classification from which he/she was promoted.

B. An employee who is promoted will move into the new job title and rate of pay no later than 30 calendar days after accepting the job offer regardless of what work the employee may be temporarily assigned to perform.

Section 8. Occupational Groups

1. Shift Engineer

2. Environmental Control Mechanic Trainee
   Environmental Control Mechanic
   Environmental Control Electro-Mechanic

3. Carpenter Trainee
   Carpenter

4. (None)

5. Custodian

6. Electrician
   Electrician/High Voltage
   Electrician Trainee
   Electronic Mechanic
   Electronic Mechanic Trainee
   Food Service Electrician/Building Mechanic Relief

7. Food Service Custodian
   Kitchen Stores Clerk

8. Food Service Worker
   Cook I
   Food Service Cashier

9. Fountain Attendant
   UBC Kitchen Worker
   Catering Assistant
   Catering Dish Event Set Up Worker

10. Garage Mechanic Trainee
    Garage Equipment Worker

Garage Mechanic

11. Arborist
Facilities & Landscape Worker
Facilities & Landscape Worker/CDL
Equipment Operator Trainee
Equipment Operator
Pest Control Applicator Trainee
Pest Control Applicator
Tree Surgeon Trainee
Tree Surgeon

13. Heating, Ventilation and Air Conditioning Mechanic Trainee
Heating, Ventilation and Air Conditioning Mechanic

14. Catering Stock Clerk
Catering Lead Set-up Service Worker
University Banquet & Catering Stock Clerk/Custodian
University Banquet & Catering Truck Driver/Custodian
Bookmark Café Truck Driver/Custodian
Stock Clerk/Truck Driver/Custodian

15. Heat Plant Operator
Heat Plant Operator Trainee

16. Metals Welder Trainee
Metals Welder
Metals Welder/Fabricator
Metals Welder/Sheet Metal Fabricator

17. Moving and Storage Laborer

18. Painter Trainee
Painter

20. Plumber Trainee
Plumber
Plumber/Pipe Welder

22. Stock Attendant
Storekeeper
Tool Room Attendant
Chief Shop Attendant

Art Shop Attendant
Stock Control Clerk
Tool Repair Attendant
Laboratory Stock Attendant
Shipping and Receiving Attendant
Inventory Clerk
Materials Handler

24. Mail Clerk
Bulk Mailing Clerk
Mail Processing Clerk
Processing & Distribution Clerk

25. Equipment Attendant

26. Utility Equipment Operator

27. Building Mechanic Trainee
Building Mechanic

29. Field/Facilities Attendant

30. Bus Driver

31. Housing Maintenance Mechanic - A

33. Housing Maintenance Mechanic - B

34. Commercial Food Service Maintenance Specialist

35. Police Officer

36. Housing Maintenance Mechanic – C

38. Sports Facilities & Recreation Maintenance Mechanic

39. Housing Maintenance Mechanic – D

40. Housing Maintenance Mechanic – E

41. Parking Enforcement Officer

(The University may make additions or deletions to the list of Occupational Groups.)

Section 9. **Demotions**

A. A demotion is defined as a reassignment of an employee from one job classification to a lower paid job classification. Demotions will not be used for disciplinary reasons and will be subject to the Grievance Procedure.

Section 10. **Layoffs** (Other than between term and summertime.) When it is necessary to reduce the work force, the following procedure will be followed:

A. Probationary, part-time - temporary, and substitute employees will be laid off first, provided the employees retained can perform the available work.

B. Seniority employees will be laid off in reverse order of their "Occupational Group" seniority ranking within their department first and the University second, provided the greater seniority employees possess the abilities and qualifications necessary to perform the available work.

C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of the layoff. A list of employees being laid off will be given to a member of the Union's executive board seven (7) calendar days prior to the effective date of the layoff.

D. The University will determine which job classification(s) will be affected by layoff. An employee has the alternative of either taking a layoff or exercising his/her seniority rights.

Section 11. **Recall from Layoff**

A. Recall of employees from layoff will be in inverse order of their layoff. The employee with the highest amount of "Occupational Group" seniority in his/her department who was laid off last will be recalled first, provided such employees are qualified to perform the available work. The notice of recall from layoff will be by certified mail addressed to the employee at his/her last address on file with the Human Resources Department. Failure of an employee to return within five (5) days after delivery or attempted delivery of the notice of recall without a reason acceptable to the University shall be considered to have resigned from the University.

B. Employees on layoff must keep the Human Resources Department notified of changes in address to protect their seniority.

Section 12. **Temporary Reductions or Layoff**

A. Temporary reductions of the work force will occur periodically during the year due to

vacation periods and conditions beyond the University's control. The University may make adjustments to the work force without application of the regular layoff provision in Section 10. A temporary reduction of the work force is not expected to exceed twenty (20) calendar days. If a temporary adjustment continues for more than twenty (20) calendar days, the Union may request in writing that the University adjust the work force according to the regular layoff provision in Section 10. and the University will do so within five (5) working days thereafter. During such adjustment, the University will endeavor to give consideration to retain senior employees wherever circumstances permit.

Section 13.

A. Summertime and Between Term Assignments. An employee may be assigned temporarily to other tasks in other job classifications or occupational groups between terms and during the summer months, on the basis of University seniority, at his/her current rate of pay or the rate of the job to which he/she has been assigned, whichever is greater, as opposed to being laid off because of lack of work.

B. Return to Work After Extended Illness. Whenever an employee is absent from work due to personal or a family member's illness or accident for more than ninety working days during any twelve month period he/she will be placed on "limited job protection" status for the next twelve months. If during the time the employee is on "limited job protection" status the number of days absent from work, excluding authorized scheduled paid time off (PTO), exceeds the number of days worked, the employee's position may be reposted.

C. Occupational Group Seniority List. The University will publish an "Occupational Group Seniority List" twice a year containing the seniority ranking of each employee by date of assignment to the occupational group and the department. The seniority list will be posted in each unit; locations shall be mutually agreed to by the University and the Union.

D. Temporary and Part-time Employees. Temporary and part-time employees are not intended to replace permanent, full-time employees.

Section 14. Seniority Privileges

A. Vacation Preference. The University will endeavor to accommodate employees with respect to their preferred time for taking vacation (paid time off). The University will determine the number of employees, if any, who may be spared from work at any one time. Conditions may arise where an employee may not be permitted to take his/her vacation (paid time off) at the time of his/her choice. A senior employee should not

be permitted to supersede a junior employee's vacation (paid time off) schedule if the junior employee's vacation (paid time off) schedule has previously been scheduled.

B. Special Seniority Rights - Layoff. In the event of layoff the following officers of the Union (President, Vice President, Financial Secretary, Recording Secretary, Chief Steward, and Grievance Chairman) during their term of office will have special seniority rights after completing two years of service. These special seniority rights give the previously mentioned officers top seniority in their occupational group, provided they are qualified to perform the available work.

This section (14.B.) shall apply to layoff and recall only and shall not apply to job posting, bidding or overtime preference.

Section 15. Temporary Non-Bargaining Unit Assignments

A. Bargaining unit employees may accept a temporary non-bargaining unit assignment offered to them by the University for a period not to exceed ninety days without forfeiting any seniority rights available to them under the terms of the Seniority Agreement between the University and the Union. The Union will be advised when a bargaining unit employee accepts such temporary non-bargaining unit assignment.

06/01/69
1st Rev. 09/21/73
2nd Rev. 11/30/78
3rd Rev. 05/30/80
4th Rev. 06/20/86
5th Rev. 06/24/87
6th Rev. 06/28/88
7th Rev. 06/24/90
8th Rev. 06/25/92
9th Rev. 07/29/93
10th Rev. 09/22/95
11th Rev. 09/20/96
12th Rev. 09/19/97
13th Rev. 07/19/02
14th Rev. 07/22/05
15th Rev. 07/24/09
16th Rev. 07/17/15
17th Rev. 07/21/17
18th Rev. 09/06/19
19th Rev. 10/1/2021
20th Rev. 9/15/23

ARTICLE II - OVERTIME

Section 1. The provisions of this Article are intended to provide a basis for calculating straight-time, overtime, and premium payments and shall not be construed as a guarantee of hours of work per day or per week.

Section 2. Workweek. The workweek at the University begins as 12:01 a.m. Sunday and runs continuous until 12:00 a.m. Saturday.

The standard workweek shall normally consist of eight (8) hours per day and five (5) days per week.

Workday. The workday is a consecutive 24-hour period commencing with the beginning of the employee's regularly scheduled workshift.

Section 3. Overtime and Premium Pay. Overtime and/or premium pay at the rate of one and one-half (1 1/2) the regular hourly rate will be paid for hours worked as follows:

A. All hours worked in excess of ten (10) hours in any workday.

Except: 1. Hours worked by Police Officers at the Indiana Law Enforcement Academy in excess of ten in any workday will not be paid at time and one half.

B. All hours worked in excess of forty (40) hours in any workweek, provided that no pyramiding of overtime shall be applicable. (No employee shall be paid both daily and weekly overtime for the same hours worked.)

C. All hours worked on a recognized University holiday in addition to the regular pay.

D. Any recognized holiday(s) (including the two hour early closures preceding Christmas and New Year's Day, where applicable), bereavement leave day(s), emergency closure pay, declared closure pay, volunteer pay, paid time off (PTO) hours, or income protection bank (IPB) hours for which the employee receives pay will be counted as time worked for computing weekly overtime.

Except: 1. If a recognized holiday falls on an employee's regular day off, he/she will be given one day's pay at his/her regular straight-time rate. In

such cases, the unworked holiday shall not be included in hours worked for the purpose of computing overtime.

E. Whenever premium pay and overtime pay are both applicable, only the overtime pay will be paid.

Section 4. Distribution of Overtime.

A. Overtime will be distributed as equitably as possible among employees by appropriate overtime units, such as department, occupational group within the department, and by area assignments when applicable. In occupational groups with multiple job classifications, overtime will be assigned first by job classification. (The employees must have the present ability to perform the work, which, for example, in the case of custodial employees, includes the complete familiarity with the building and the detailed knowledge of the specific tasks required.)

Distribution of overtime by area assignments will be applicable to the following occupational groups:

Occupational Group #27 - Building Mechanic Trainee
Building Mechanic Worker
Building Mechanic

5 - Custodian

7 - Food Service Custodian
Kitchen Stores Clerk

8 - Food Service Worker
Cook II
Cook I
Food Service Cashier

9 - UBC Kitchen Worker
Catering Assistant

#22 – Materials Handler
Shipping and Receiving Attendant

(The University may make additions to the list of occupational groups involved in area assignment as the need arises.)

B. The University reserves the sole right to assign and schedule overtime as needed. When overtime work is scheduled, the University will endeavor to give the employees involved reasonable advance notice of its availability.

An employee's established work schedule may not be temporarily changed during any specific workweek for the sole purpose of avoiding the payment of overtime.

The University shall have the right to require employees to work reasonable assignments of overtime in emergency situations in addition to Acts of God. The University shall also have the right to require employees to work up to eight hours of non-emergency overtime per employee per week. The employee assigned to work the overtime will be selected according to the following procedure outlined in Sections 4-F or 4-C of the Overtime Procedure, whichever is applicable; however, if a sufficient number of volunteers are not attained via Sections 4-F or 4-C, the University shall have the prerogative of assigning the required overtime beginning with the least senior employee in the appropriate unit who has the present ability to perform the work.

C. Overtime will be operated by the "chart system" with employees called initially in order of their occupational group seniority ranking. The hours will be expressed in actual hours of work offered or worked. The balance of overtime hours will be carried forward upon the posting of new charts. Charts will be posted in a conspicuous place in each department. When scheduling overtime work, the employee with the least number of overtime hours in the appropriate unit will be first offered the opportunity to work the available overtime (provided he/she have the present ability to perform the work.) Overtime work or refusals will be indicated following the employee's name. If the employee with the least number of hours is not offered overtime work, he/she shall be offered the next scheduled overtime opportunity.

D. Employees who do not wish to participate in overtime equalization may request in writing, on the appropriate form, that their supervisor remove their name from the overtime equalization chart. Employees who do not answer telephone calls or who refuse overtime five (5) consecutive times and employees who have had their names removed from the overtime equalization chart will not be offered future overtime. When these employees inform their supervisor in writing and on the appropriate form that they wish to accept future overtime assignments, their names will be placed back on the overtime chart and will be credited with the same number of hours they had at the time their names were removed from the chart or the highest number of hours worked within the unit, whichever is greater.

E. New employees who enter the appropriate overtime unit will be credited with the highest number of hours worked within the unit. Employees who are absent 25 or more consecutive days will not participate in overtime equalization, and will upon their return to work be credited with the highest number of hours worked in the unit. Overtime credits will not be posted for paid time off or sick leave up to 25-day maximum. Available overtime which occurs during a disciplinary suspension will be charged as overtime offered on the overtime chart. If the employee's disciplinary

suspension is reversed the overtime hours charged to him/her during the respective suspension will be adjusted accordingly on his/her chart.

F. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be offered first to the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

G. It is agreed that when it is necessary to have overtime work performed and a sufficient number of employees in the appropriate unit cannot be reached, the University shall have the prerogative of assigning the overtime to regular employee(s) outside the appropriate unit. No overtime credits will be charged for overtime worked outside the appropriate overtime unit.

H. Employees desiring overtime must be available either personally, by telephone, or by previous arrangement between the employee and his/her supervisor to be assigned overtime work.

Section 5. Work Recall.

A service staff member who is called back to work outside of his/her scheduled hours, necessitating an additional trip to and from work outside his/her normal workday, shall be paid a minimum of three (3) hours for any service rendered of less than three (3) hours on-the-job time. The purpose of this policy is to assure a service staff member who is inconvenienced by a recall to work at least three (3) hours pay. Overtime pay would be paid if such recall hours qualified for the overtime pay provisions.

3/70
1st Rev. 09/05/73
2nd Rev. 07/01/76
3rd Rev. 06/16/77
4th Rev. 07/01/81
5th Rev. 06/28/88
6th Rev. 08/11/93
7th Rev. 07/22/94
8th Rev. 07/23/99
9th Rev. 07/19/02
10th Rev. 07/22/05
11th Rev. 07/20/07
12th Rev. 07/24/09
13th Rev. 07/22/11
14th Rev. 07/17/15
15th Rev. 07/21/17
16th Rev. 09/06/19

Appendix A – 7

BALL STATE UNIVERSITY
Skills Training Program
Standards of Training

OBJECTIVES

The purpose of the Skills Training Program is to encourage individuals to enter the skilled trade, to provide training that will develop the necessary skills for successful employment, and to insure the University of a continuous supply of proficient skilled trades employees.

The Skills Training Program is designed to establish and maintain high standards of work performance through the development of skilled employees by the application of specific standards of on-the-job training supplemented by requisite amounts of related technical and theoretical training and instruction.

This program will provide promotional opportunities for qualified employees and an avenue for entry into the skilled trades for untrained persons.

The standards set forth in the following pages are designed to guide the employee and the University.

NON-DISCRIMINATION CLAUSE

"Selection of trainees under this program shall be made on the basis of merit alone and without regard to race, color, national origin, sex, age, religion, physical or mental disability, Vietnam-era veteran status, or status as a non-citizen or occupationally irrelevant physical requirements, in accordance with criteria that permit review, after full and fair opportunity for application."

ARTICLE I
DEFINITIONS

a) The term "Employer" shall mean Ball State University, Muncie, Indiana.

b) The term "Employee" shall mean a regular, full-time employee of the University.

c) The term "Union" shall mean the duly authorized representatives of the American Federation of State, County, and Municipal Employees Union (AFL-CIO) and its local union 293.

d) "Training Agreement" shall mean a written agreement between the Employer and the person employed as a trainee.

e) "Trainee" shall mean a person engaged in learning and assisting in the trade to which he/she has been assigned under these Standards and who is covered by a written agreement with the Employer providing for the training in accordance with these Standards of Training.

f) "Supervisor of Trainees" shall mean the person assigned the responsibility to perform the duties outlined in these Standards of Training.

g) "Standards of Training" shall mean this entire document, including these definitions.

h) "Committee" shall mean the Skills Training Committee organized under these Standards.

ARTICLE II
APPLICATIONS

1. Procedure

The determination of when a vacancy will be converted into a training position shall be at the sole discretion of the University.

Whenever the number of trainees currently in the training program drops below a

total of five, 20% of the subsequent job openings in the craft area will be reviewed by the training committee and a recommendation will be made to the director of the area where the opening exists with regard to posting the position either as a trainee or regular position.

a) Notice of trainee openings will be posted on the Employer's bulletin board for four (4) calendar days.

b) After the regular pre-employment screening of applicants by the Human Resources Department has been accomplished, those applicants meeting the minimum eligibility requirements described within these training standards, will be referred to the Skills Training Committee for selection or non-selection.

c) If none of the applicants meet the minimum eligibility requirements, then the Human Resources Department will solicit outside sources.

d) Records of applications and of the selection process will be maintained for at least two years.

ARTICLE III
ELIGIBILITY REQUIREMENTS

The determination of whether applicants meet the minimum eligibility requirements for training positions will be at the sole discretion of the Human Resources Department, and will not be subject to review through the Grievance Procedure between the parties.

With the exception of the minimum requirements regarding successful completion of an apprenticeship program as approved by the Bureau of Apprenticeship and Training or an equivalent combination of education and experience, the minimum eligibility requirements for any training position will be the same minimum eligibility requirements as those listed for the corresponding skilled trades position.

STANDARDS FOR TRAINEE SELECTION

Selection standards shall be based on an evaluation, by the Selection Committee, of the following:

a) Education (Transcript of school record).
Subjects studied pertinent to the trade and grades received.

b) Previous work experience and knowledge. Actual experience in the trade or work related to the trade, and knowledge of the trade.

c) Appearance of application (Neatness and accuracy).

d) Evaluation of Skills Training Committee.
(Oral Interview) - Interest, sincerity, attitude.

e) Aptitude Test
(The particular test used, if any, for each trainee vacancy will be determined by the Skills Training Committee).

In the absence of mitigating circumstances, all eligible candidates for training shall be ranked in descending order of qualifications as determined by the Selection Committee. Persons appointed to the training positions shall be selected from this list of eligible candidates.

ARTICLE IV
CREDIT FOR PREVIOUS EXPERIENCE

Employees and those who have had previous employment experience who desire to become trainees and are selected, may be allowed credit in accordance with these Standards for applicable experience after their record has been verified and evaluated by the Skills Training Committee.

Returning veterans may have their service work record evaluated and credit given for applicable practical experience gained in the Armed Services at the sole discretion of the Skills Training Committee.

The Committee's decision in such matters is not subject to the Grievance Procedure between the parties.

ARTICLE V
TERM OF TRAINING

The term of training shall be established by these Standards in accordance with the schedule of work processes and related instructions as outlined in Appendices attached hereto.

ARTICLE VI
PROBATIONARY PERIOD (TRAINEES)

a) The four (4) years of employment as a trainee shall be a probationary period. During this time, a training agreement may be terminated or canceled for just cause by the Skills Training committee.

b) A trainee whose training is interrupted because of service in the Armed Forces shall be given credit for the period of such service insofar as seniority is concerned, but only after successful completion of the training program. Upon return from active duty, a recomputed graduation date will be established.

c) A trainee who was a permanent employee of the University just prior to his/her entry into the training program and who is subsequently determined by the Committee during the Probationary Period to be unsuitable for the training program as outlined in the Article VIII will be given the opportunity to be reassigned to the next available vacancy in his/her previous classification with his/her original occupational group seniority.

NEW HIRE TRAINEES

During the training period, if for any reason the trainee is released or discharged, he/she will automatically be terminated from the University.

ARTICLE VII
HOURS OF WORK

A trainee's regular work schedule shall not exceed the regular work schedule of the Skilled Trades employees of his/her trade who are employed by the University. Trainees may work overtime hours provided that all skilled employees in that trade and in that same overtime unit have been given first opportunity. When a trainee is required to work overtime, he/she shall receive credit on his/her schedule of work processes for only the actual hours worked; work performed on a job not related to the Training Agreement will not be credited toward the completion of the training program.

ARTICLE VIII
DISCIPLINE

In addition to disciplining for non-compliance with the general University Rules and Regulations, the Committee shall have the authority to discipline a trainee, or to cancel the training agreement of the trainee at any time, for such cases as:

a) Inability to learn.
b) Unreliability.
c) Unsatisfactory work.

d) Lack of interest and cooperativeness in his/her work or education.

e) Failure to complete lessons regularly.

ARTICLE IX
WAGES

The pay scale for trainees should progress from the established starting wage of trainees to the top of the Skilled Trades classification in a series of four annual increases spread over the first forty-eight months of the training program.

Trainees who are given credit for previous experience shall be paid the wage rate for the period to which such credit advances them. In no case will the supplemental course material be less than that required for successful completion as described elsewhere in these Standards.

The trainee will receive any general wage increase accorded other service staff employees.

The successful completion of the program will be recognized by a Certificate of Completion and by movement into an appropriate rate of pay.

ARTICLE X
RELATED INSTRUCTION

Each trainee shall be required during the course of this trainee program to complete a program of related and supplemental classroom instruction of not more than 12 semester-length courses during a four year training course.

a) Time spent by the trainee in connection with related training outside working hours shall not be considered time worked under the Overtime Agreement, nor shall the trainee be compensated for such class attendance.

b) Whether related training shall be conducted by the University, through local educational institutions, or otherwise, shall be determined by the University based on prevailing circumstances.

c) Any related training scheduled to occur within a trainee's regular scheduled work shift will be paid at the trainee's regular straight time hourly rate.

ARTICLE XI
SKILLS TRAINING COMMITTEE

There is hereby established a Skills Training Committee as defined in Article I. This committee shall consist of five (5) members, two of whom shall represent the Union, one of whom shall be the Director of Employee Relations or his/her designee and who shall be designated the Supervisor of Trainees; and two of whom shall represent the University. The Representatives from the Union shall be selected by the President of Local 293 from present bargaining unit employees one of whom shall be from the University skilled trades area. The committee will meet once a month or on call of the Supervisor of Trainees or any three members of the Committee.

The members will serve on the Committee until they are replaced by the appointing parties.

It shall be the duty of the Committee:

a) To see that each prospective trainee is interviewed and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive. This will allow the Committee to designate whom they choose as interviewers on the Selection Committee.

b) To accept or reject applicants for training after the preliminary examination by the Human Resources Department of the University.

c) To place trainees under agreement.

d) To hear and decide on all questions involving the trainee which relate to their training program.

e) To determine whether the trainee's scheduled wage increase will be withheld in the event that he/she is delinquent in his/her progress.

f) To offer constructive suggestions for the improvement of training on-the-job.

g) In general to be responsible for the successful operation of the training Standards and the development of successful trainees.

SELECTION COMMITTEE

The Selection Committee shall be comprised of seven persons. The five members of the Skills Training Committee shall be permanent members of the Selection Committee and ad hoc members will be selected as follows:
the Union will appoint an ad hoc member from the appropriate skilled trade, and the University will appoint an ad hoc member from the appropriate skilled trade supervisory staff.

ARTICLE XII
SUPERVISION OF TRAINEES

Trainees shall be under the general direction of the Supervisor of Trainees and under the immediate direction of the Supervisor of the Department to which they are assigned. No trainee may be retained on a scheduled work process for a period longer than the time scheduled for such work process unless permission is granted in writing by the Skills Training Committee.

The Supervisor of Trainees, in consultation with the Committee, shall prepare adequate record forms to be filled in by the Supervisor under whom the trainee received direct instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Trainees on the work and progress of the Trainees under their supervision. These reports shall be submitted to the Committee for approval or disapproval.

If the Supervisor of Trainees determines that a Trainee displays a lack of interest or does not have the ability to become competent in the trade, he/she shall place all the facts in the case before the Committee for its decisions. The Committee, after a review of the facts, may permit the trainee to continue in probationary status, require the trainee to repeat a specified process or series of processes, or terminate his/her training agreement.

ARTICLE XIII
SENIORITY

A Trainee shall have seniority as a trainee within his/her trade only.

Upon satisfactory completion of the training program, the Trainee will be given full seniority rights as a skilled trades employee, except that a returned veteran who had his/her training interrupted, upon completion of his/her training shall receive full seniority rights as a skilled trades employee, plus the length of his/her service in the Armed Forces.

ARTICLE XIV
TRAINING AGREEMENT

"Training Agreement" shall mean a written agreement between the University and the person employed as a trainee. This agreement shall be approved and signed by the Supervisor of Trainees.

Every Training Agreement entered into under this Standards of Training shall contain a clause making the Standards part of the agreement with the same effect as if expressly written herein. For this reason, every applicant shall be given an opportunity to read the Standards before he/she signs the Training Agreement.

The following shall receive copies of the Training Agreement:

a) The Trainee.
b) The Employer.
c) The Skills Training Committee.
d) AFSCME Local 293 (AFL-CIO).

ARTICLE XV
MODIFICATION OF STANDARDS

These Standards of Training may be amended or new schedules added at any time upon mutual agreement of the Employer and the Union, providing that no such change shall alter a Training Agreement in force at the time of such change. A copy of such amendment will be furnished to each Trainee employed by the Employer.

ARTICLE XVI
GENERAL

Replacement of any of the course related materials lost, stolen, or destroyed after issuance to the Trainee will be the sole responsibility of the Trainee.

WAGES

Effective August 1, 2013, the Trainee starting rate shall be an amount equivalent to 72% of the Skilled Trades pay rate.

Trainees will be paid on a progressively increasing schedule of wages as follows:

Following successful completion of the 1st year - 79% of the Skilled Trades Wage.

Following successful completion of the 2nd year - 86% of the Skilled Trades Wage.

Following successful completion of the 3rd year – 93% of the Skilled Trades Wage.

Following satisfactory completion of the training program established herein, the Skills Training Committee shall certify the name(s) of the Trainee(s) to the Human Resources Department and recommend that a Certificate of Completion be awarded. The employee shall then be reclassified to the Skilled Trades Classification.

It is understood and agreed to by the parties that the Skills Training Program described herein is not subject to the provisions of the Seniority Agreement and the Grievance Procedure. The undersigned agree to abide by the terms and conditions of the Ball State University Skills Training Program Standards of Training and all Training Agreements promulgated thereunder.

9/77
1st Rev. 8/92; 2nd Rev. 7/94; 3rd Rev. 9/96; 4th Rev. 3/10; 5th Rev. 7/13

Appendix A – 8

BUS DRIVER ADDENDUM

Due to the unique requirements of the full-time bus driver classification the following provisions are applicable:

a. OVERTIME POLICY – Overtime and/or premium pay at the rate of one and one-half (1½) the regular hourly rate will be paid for hours worked in excess of forty (40) hours in any workweek, but overtime and/or premium pay at the rate of one and one-half (1½) the regular hourly rate will not be paid for hours worked in excess of eight (8) hours in any workday. (Section 3.A. of the Overtime Agreement between the University and the Union will not apply to the full-time bus driver classification).

b. BREAK POLICY – During each four (4) hour working period, bus drivers are allowed 15 minutes for break time. The break times are to be taken subject to the approval of the supervisor and will take into account current traffic patterns and flow of the appropriate shuttle run. The subject employee will apply procedure(s) proscribed by the supervisor for evaluating traffic patterns and flow.

c. SUPPLEMENTAL DRIVERS – Part-time bus drivers will be used to both supplement and relieve full-time bus drivers by the University.

d. VACATION SCHEDULING – Vacations must be taken during break/down times during the academic year and/or immediately following or preceding the academic year when work is not assigned.

e. DEPARTMENTAL CALL-INS – Except in emergency situations, all bus drivers must report their impending absence from work no later than one and one-half (1½) hours prior to the start of their scheduled work shift.

f. LUNCH SCHEDULES – Bus drivers will be provided with one 30 minute unpaid lunch/dinner break period during each workshift. The supervisor will determine when employees are to take scheduled lunch/dinner break periods.

g. UNIFORM POLICY – Bus drivers must maintain and wear designated uniform shirts, jackets, and ties. Bus drivers must also wear pants and shoes that meet departmental specifications with respect to color, etc.

h. LESS THAN 40 HOUR SHIFTS – Bus drivers may be regularly assigned to shifts of fewer than forty hours per week by the University.

i. SHIFT ROTATION – Bus driver work shifts may be routinely adjusted and rotated by the University.

j. STUDENT DRIVERS IN LIEU OF FULL-TIME EMPLOYEES – It is the intent of the University to continue to evaluate the shuttle bus operation including the feasibility of converting to an operation totally staffed by student employees.

k. All other provisions of the Conditions of Cooperation and addenda thereto applicable to bus drivers not in conflict with this document shall continue to be applicable.

07/29/93

Appendix A – 9

ALCOHOL AND DRUG TESTING POLICY (for CDL Drivers)

Section 1. Policy Statement.

Ball State University recognizes the problems caused by alcohol and drug use in the transportation industry. Accordingly, the University has adopted the following alcohol and drug testing policy in compliance with U.S. Department of Transportation ("DOT") regulations. Additional information regarding this Policy is available from the representative at the University's Human Resource Services who has been designated by the University to answer our employees' questions on this policy.

Section 2. Who Must Be Tested.

Under DOT regulations, all drivers as defined in Section 3 are subject to testing.

Section 3. Definitions.

1. Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohols.

2. Controlled Substance

Any substance (other than alcohol) that has known mind or function-altering effects on the human subject, including without limitation any psychoactive substance such as marijuana (THC), cocaine, opioids, phencyclidine (PCP), and amphetamines (including methamphetamine).

NOTE: (In this document, the terms "drugs" and "controlled substances" are used interchangeably and have the same meaning.)

3. Driver

Any person holding a commercial driver's license ("CDL") who operates a commercial motor vehicle during the course and scope of his or her employment with the University.

4. Commercial Motor Vehicle

A motor vehicle or combination of motor vehicles used to transport passengers or property if the motor vehicle-

(a) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
(b) has a gross vehicle weight rating of 26,001 or more pounds; or
(c) is designed to transport 16 or more passengers, including the driver; or
(d) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

5. Safety-sensitive functions

Any on-duty function including without limitation the following:

(a) All time at a carrier or shipping plant, terminal, facility, or other university property, unless the driver has been relieved of duty;
(b) All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
(c) All driving time;
(d) All time, other than driving time, in or upon any commercial motor vehicle;
(e) All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
(f) All time spent performing the driver requirements relating to accidents;
(g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Other definitions will be supplied as necessary throughout the body of this policy.

Section 4. Prohibitions.

1. The university prohibits the inappropriate use of alcohol or controlled substances by any driver. Therefore, no employee to whom this policy applies shall-
(a) use alcohol, or be under the influence of alcohol, within 4 hours before operating, or having physical control of, a commercial motor vehicle; or
(b) use alcohol, be under the influence of alcohol, or have a measured alcohol concentration of 0.04 or greater, or detected presence of alcohol, while in physical control of a commercial motor vehicle; or
(c) operate a commercial motor vehicle while possessing an alcoholic beverage. (However, this does not apply to possession of alcohol which is manifested and transported as part of a shipment.); or
(d) report for duty or remain on duty when the driver uses any controlled substance, except when the use is in strict compliance with the prescription or manufacturer's recommendations and pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect or impair the driver's ability to safely operate a commercial motor vehicle; or
(e) refuse to submit to a reasonable suspicion test, a random test, a post-accident test, or follow-up test; or
(f) perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by this policy; or
(g) report for duty, remain on duty, or drive a commercial motor vehicle if the driver tests positive for alcohol or controlled substances.

2. Further, no supervisor-
(a) having actual knowledge that driver has a measured alcohol concentration, shall permit the driver to perform or continue to perform safety-sensitive functions; or
(b) having actual knowledge that a driver possesses unmanifested alcohol, shall permit the driver to drive or continue driving a commercial motor vehicle or performing a safety-sensitive function; or

(c) having actual knowledge that a driver is using alcohol while performing safety-sensitive functions, shall permit the driver to perform or continue to perform safety-sensitive functions; or

(d) having actual knowledge that a driver has used a controlled substance, shall permit the driver to perform or continue to perform safety-sensitive functions. (The university may require the driver to inform it of any therapeutic drug use); or

(e) shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

Section 5. Required Testing.

Under DOT regulations, the following tests are required:

1. Pre-employment

Offers of employment in positions with CDL requirements are made contingent upon taking and passing a pre-employment controlled substances test, and a three (3) year review of DOT drug and alcohol testing history at all DOT-regulated employers where the applicant has been employed at any time during the past three (3) years. Applicants who receive employment offers will be cautioned against giving notice at their current place of employment or incurring any costs associated with accepting employment with the university until medical clearance has been received and the testing history check is complete.

2. Reasonable Suspicion

A driver may be tested if a supervisor or manager reasonably suspects, or if information is provided whereby the University has reasonable suspicion to believe a driver is under the influence of alcohol or drugs or has violated the above university rules prohibiting the inappropriate use of alcohol and/or controlled substances. A determination that reasonable suspicion exists to conduct an alcohol test must be based on specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech or body odors of the driver. Similarly, a determination that reasonable suspicion exists to conduct a controlled substances screening test must be based on specific, contemporaneous and articulable observations concerning the appearance, behavior, speech or body odors of the driver. These observations may include indications of the chronic (long-term) and withdrawal effects of controlled substances.

The person who makes the determination that reasonable suspicion exists shall not conduct the screening test. Further, a written record shall be made of the observations leading to a controlled substance or alcohol reasonable suspicion test, and signed by the individual who made the observations, within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier. A driver who is required to undergo reasonable suspicion testing will be considered unqualified to perform any safety-sensitive function and will be suspended from performing any such function pending the results of the test.

3. Random

The university will randomly select a sufficient number of driver positions for alcohol and controlled substance testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate for random alcohol and controlled substance testing as determined by the Federal Highway Administration. (The FHWA Administrator may make modifications to the annual percentage rate based on reported violation rates. The current minimum annual percentage rate for random alcohol testing is 25 percent of the average number of driver positions. The current minimum annual percentage rate for random controlled substance testing is 50 percent of the average number of driver positions.) The selection process used will remove discretion in selection from any supervisory personnel, and will be a scientifically valid method assuring each driver in a driver position will have an equal chance of being tested every time selections are made. Random testing will be unannounced and the dates for testing will be spread reasonably throughout the calendar year.

4. Post-Accident Testing

A driver will be tested for the use of alcohol and drugs as soon as possible, but in any case no later than eight hours (for alcohol testing) or 32 hours (for drug testing), after an accident if a human fatality is involved or if the driver receives a citation for a moving traffic violation arising from the accident. A driver subject to post-accident testing shall remain readily available for testing or may be deemed by the university to have refused to submit to testing. An accident means an accident which results in the death of a human being, bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident or disabling property damage requiring one or more vehicles involved in the accident to be transported away from the scene by a tow truck or other vehicle.

Testing administered by Federal, State, or local officials having independent authority to administer alcohol or drug tests, shall be considered to meet the post-accident testing requirement provided the test results are obtained by the university.

5. Return-to-Duty Testing

Drivers who have tested positive to an alcohol test with an alcohol concentration of 0.02 percent or greater will not be permitted to perform any safety-sensitive function and will be required to submit to a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 percent prior to returning to duty requiring the performance of a safety-sensitive function. Drivers who have tested positive for controlled substance use will not be permitted to perform any safety-sensitive function and will be required to submit to a return-to-duty controlled substance test indicating a verified negative result prior to returning to duty requiring the performance of a safety sensitive function.

6. Re-employment Eligibility And Follow-Up Testing

Re-employment eligibility and follow-up testing of drivers who have tested positive for the use of alcohol or controlled substance(s) in violation of this policy will be subject to Sections 7 and 9 of this policy and any applicable DOT regulations.

Section 6. Testing Procedures.

1. Consent Forms

The driver shall sign a consent form authorizing the medical clinic or, in the case of an alcohol test, a certified breath alcohol technician, to withdraw a specimen of blood, urine, saliva, and/or breath and the release of the laboratory testing results to the university and the medical review officer. Refusal by a driver to sign a consent form shall be treated under Section 7(2b) of this Policy.

2. Collection Site

All drivers tested must provide a blood, urine, saliva, and/or breath specimen for testing purposes at a collection site designated by the university. The collection site will have necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and, if necessary, the transportation or shipment of the samples to an approved laboratory.

3. Accreditation

In accordance with applicable DOT regulations, all laboratories used by the university to perform drug tests will be required to perform all of the necessary testing procedures and will be accredited by the U.S. Department of Health and Human Services ("DHHS"). In addition, all breath alcohol technicians ("BAT") used by the university to perform alcohol breath tests will be required to undergo the necessary model course of the National Highway Traffic Safety Administration ("NHTSA") for evidential breath testing ("EBT") training, and each EBT used for alcohol breath testing will meet the minimum requirements of NHTSA's conforming products list.

4. Medical Review Officer

A qualified medical review officer will be appointed to review, interpret and report positive drug test results. The medical review officer shall perform the responsibilities of that position as required under applicable DOT regulations.

5. Chain of Possession Procedure

All chain of possession procedures shall be in accordance with applicable DOT regulations to ensure that the samples tested are those of the driver from whom they were obtained.

6. Laboratory Testing Methodology

Drug tests for driver applicants and for drivers will be conducted to screen the presence of the following drugs and their metabolites: marijuana, cocaine, opioids, amphetamines and phencyclidine (PCP). All specimens identified as positive on the initial test shall be confirmed using chromatography/mass spectrometry (GC/MS) techniques. Specimens which test negative on either the initial test or the GC/MS confirmatory test shall be reported as negative. Each specimen will also be tested for adulterants (masking agents used to prevent the detection of drug use) or diluted specimens.

Alcohol tests will be conducted by a certified BAT who is also trained in conducting the saliva alcohol testing. The BAT will first complete an Alcohol Testing Form, which is to be signed by the tested driver. Refusal by the driver to sign the form shall be regarded as a refusal to take the test. Prior to completing the test, the BAT will require the driver to provide a photo identification. The BAT will then explain the alcohol testing procedure to the driver and will ask the driver to place the test strip in his/her mouth and saturate it with his/her saliva to conduct the saliva alcohol test.

If the saliva alcohol test results are positive, the BAT will then use a calibrated EBT device or other such device or testing method approved in accordance with applicable DOT regulations. The BAT will next instruct the driver to blow forcefully into the mouthpiece of the testing device for at least six seconds or until the testing device indicates that an adequate amount of breath has been obtained. If the result of the screening test is a breath alcohol concentration of less than 0.02 percent, the BAT shall sign the testing form certification noting the negative result.

If a tested driver shows a breath alcohol concentration of at least 0.02 percent, a confirmation test must be conducted within 20 minutes after completing the screening test. Before the confirmation test is administered, the BAT shall ensure that the testing device registers on 0.00 percent on an air blank. The result of the confirmation test shall be affixed to the back of the Alcohol Testing Form. All alcohol testing procedures will be performed in accordance with DOT regulations.

7. Notification of Test Results

With regard to drug tests only, the medical review officer will report in writing to the university within three days of receiving laboratory reports whether a drug test was positive or negative, and, if positive, the identity of the controlled substance for which the test was positive. However, the medical review officer shall afford the tested driver the opportunity to discuss a positive drug test result with the medical review officer before reporting the positive test result to the university. If the medical review officer, after making and documenting all reasonable efforts, is unable to contact the tested driver, the medical review officer shall contact a designated management official of the university to arrange for the tested driver to contact the medical review officer prior to going on duty. The medical review officer may verify a positive drug test without having communicated with the driver about the results of the test if:

(a) The driver expressly declines the opportunity to discuss the results of the drug test;

or

(b) If within five days after a documented contact by a designated management official of the university instructing the driver to contact the medical review officer, the driver has not done so; and

(c) All positive drug tests reported to the university by the medical review officer in which the medical review officer did not discuss the results with drivers are noted and are accompanied by a complete documentation of the medical review officer's efforts to contact the driver including contacts with the university's designated management official.

With regard to alcohol use tests only, the BAT shall immediately notify a designated university official by writing, in person or by telephone or electronic means of the results of the testing. If the initial transmission is not in writing, the university will verify the identity of the testing BAT and follow-up the initial transmission by receiving from the BAT the Alcohol Testing Form. All initial and follow-up transmissions of alcohol use test results will be handled in a confidential manner in accordance with DOT regulations.

The university shall notify a driver-applicant of the results of the pre-employment drug test if the driver-applicant makes a request within 60 days of being notified of the university's disposition of the employment application. If a test result is positive, the university shall notify the driver of the periodic, random, reasonable suspicion and/or post-accident drug tests results and the identity of the controlled substances.

8. Confidentiality

Any and all communications involved in the testing procedures and results will be handled in a confidential manner. Regardless of the type of test given, the medical review officer will report to the university the result of the test and, if positive, the identity of the substance for which the driver tested positive. The university will maintain a separate file in the Office of Human Resource Services for each driver which will contain all appropriate and legally required information. The medical review officer will maintain individual test results for a minimum of five years. No such information will be released, except in accordance with DOT regulations or with express written consent of the subject driver.

Section 7. Positive Test Results/Refusal to Submit to Testing.

1. Disciplinary Action Based on Positive Test Results

If the results of any pre-employment drug test administered to a driver applicant indicate a positive test result for the use of illegal drugs, adulterants or dilution, the driver-applicant will not be considered qualified for employment with the university and will be notified of same.

A driver who tests positive with a blood alcohol concentration equal to or greater than 0.02 percent but less than 0.04 percent shall be immediately removed from all safety-sensitive functions and will be subject to disciplinary action up to and including discharge. A driver who tests positive for illegal drugs or for the use of alcohol where the blood alcohol concentration is 0.04 percent or greater is medically unqualified to operate a commercial motor vehicle or other equipment and will also be subject to disciplinary action up to and including discharge. In accordance with federal guidelines, adulterated or diluted specimens will be considered the same as a positive test result and the driver will be subject to disciplinary action up to and including discharge.

2. Disciplinary Action Based on Refusal to Submit to Testing

Refusal to submit to testing means that a driver:

(a) fails to provide adequate saliva, breath and/or urine for testing without a valid medical explanation after receiving notice of the requirement for testing; or

(b) engages in conduct that clearly obstructs the testing process;

Refusal to submit to testing is handled the same as a positive test result.

A driver who refuses to undergo testing for alcohol and/or controlled substances as outlined in this policy will not be permitted to perform any safety-sensitive function and will be subject to disciplinary action up to and including discharge. Driver's acceptance to submit to testing under the university program will not serve as a waiver of disciplinary action.

Section 8. University Disciplinary Rights.

Nothing herein shall limit or condition in any way, directly or indirectly, the university's right and responsibility to discipline and/or discharge any driver for violation of any part of this policy.

Section 9. Referral, Evaluation and Treatment.

The university requires a driver with a positive test result to be evaluated by a substance abuse professional (SAP) who will recommend an appropriate treatment program(s). Such evaluation and any subsequent treatment or rehabilitation will be provided at the employee's expense, however, employees are advised that treatment may be subject to coverage under the employee's health insurance plan.

Based on the analysis and recommendations of the substance abuse professional, the driver will be required to undergo at least six (6) unannounced follow-up alcohol and/or controlled substance tests within twelve (12) months from the date of the driver's return to duty. Follow-up and return to duty tests will be observed. Any such testing shall be performed in accordance with the requirements of 49 CFR Part 40. Follow-up testing shall not exceed sixty (60) months from the date of the driver's return to duty.

NOTE: A driver may voluntarily admit himself to a drug and/or alcohol treatment program through the Ball State University Employee Assistance Program. For the purposes of this policy, a voluntary admission means that the driver has not been requested to take an alcohol and/or controlled substance test and the university had no reasonable suspicion that the driver has violated any university policy with respect to alcohol and/or controlled substances.

04/26/96
Rev. 12/18/98
Rev. 07/22/11
Rev. 09/06/19

Appendix A – 10

ALCOHOL AND DRUG TESTING POLICY for POLICE OFFICERS

Section 1. Policy Statement.

The university and the union have adopted the following alcohol and drug testing policy for Police Officers. Additional information regarding this Policy is available from the representative in the Office for People and Culture who has been designated by the university to answer our employees' questions on this policy.

Section 2. Who Must Be Tested.

All Police Officers as defined in Section 3 are subject to testing.

Section 3. Definitions.

1. Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohols.

2. Controlled Substance

Any substance (other than alcohol) that has known mind or function-altering effects on the human subject, including without limitation any psychoactive substance such as marijuana (THC), cocaine, opioids, phencyclidine (PCP), and amphetamines (including methamphetamine).

NOTE: (In this document, the terms "drugs" and "controlled substances" are used interchangeably and have the same meaning.)

3. Police Officer

A Police Officer is defined as any person in the seniority job classification of Police Officer. For purposes of pre-employment testing, this definition also includes applicants for the position of Police Officer.

Section 4. Prohibitions.

1. The university prohibits the inappropriate use of alcohol or controlled substances by any Police Officer. Therefore, no employee to whom this policy applies shall-

(a) use alcohol, or be under the influence of alcohol, within 4 hours before reporting to work

(b) use alcohol, be under the influence of alcohol, or have a measured alcohol concentration of 0.02 or greater, or detected presence of alcohol, while on duty at the University

(c) possess an alcoholic beverage. (However, this does not apply to possession of alcohol which is necessary in the course of employment)

(d) report for duty or remain on duty when the Police Officer uses any controlled substance, except when the use is in strict compliance with the prescription or manufacturer's recommendations and pursuant to the instructions of a physician who has advised the Police Officer that the substance does not adversely affect or impair his/her ability to safely perform his/her duties

(e) refuse to submit to a reasonable suspicion test, a random test, a post-accident test, or follow-up test; or

(f) report for duty or remain on duty if he/she tests positive for alcohol or controlled substances.

2. Further, no supervisor-

(a) having actual knowledge that the Police Officer has a measured alcohol concentration or has inappropriately used a controlled substance, shall permit the Police Officer to report for or remain on duty (The university may require the Police Officer to inform it of any therapeutic drug use.)

(b) having actual knowledge that a Police Officer unnecessarily possesses alcohol or a controlled substance, shall permit the Police Officer to report for or remain on duty

(c) shall permit a Police Officer who refuses to submit to such tests to report for or remain on duty.

Section 5. Required Testing.

The following tests are required:

1. Pre-employment

Offers of employment in positions classified as Police Officer are made contingent upon taking and passing a pre-employment controlled substances test. Applicants who receive employment offers will be cautioned against giving notice at their current place of employment or incurring any costs associated with accepting employment with the university until medical clearance has been received.

2. Reasonable Suspicion

A Police Officer may be tested if a supervisor or manager reasonably suspects, or if information is provided whereby the university has reasonable suspicion to believe he/she is under the influence of alcohol or drugs or has violated the above university rules prohibiting the inappropriate use of alcohol and/or controlled substances. A determination that reasonable suspicion exists to conduct an alcohol test must be based on specific,

contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odors of the Police Officer. Similarly, a determination that reasonable suspicion exists to conduct a controlled substances screening test must be based on specific, contemporaneous and articulable observations concerning the appearance, behavior, speech or body odors of the Police Officer. These observations may include indications of the chronic (long-term) and withdrawal effects of controlled substances.

The person who makes the determination that reasonable suspicion exists shall not conduct the screening test. Further, a written record shall be made of the observations leading to a controlled substance or alcohol reasonable suspicion test, and signed by the individual who made the observations, within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier. A Police Officer who is required to undergo reasonable suspicion testing will be considered unqualified to report for duty or remain on duty pending the results of the test.

3. Random

The university will randomly select a sufficient number of Police Officer positions for alcohol and controlled substance testing during each calendar year to equal an annual rate of not less than 25% of the average number of Police Officer positions for alcohol testing and 50% of the average number of Police Officer positions for random controlled substance testing. The selection process used will remove discretion in selection from any supervisory personnel, and will be a scientifically valid method assuring each Police Officer position will have an equal chance of being tested every time selections are made. Random testing will be unannounced and the dates for testing will be spread reasonably throughout the calendar year.

4. Post-Accident Testing

A Police Officer will be tested for the use of alcohol and drugs as soon as possible, but in any case no later than eight hours (for alcohol testing) or 32 hours (for drug testing), after an accident if a human fatality is involved or if the Police Officer receives a citation for a moving traffic violation arising from the accident. A Police Officer subject to post-accident testing shall remain readily available for testing or may be deemed by the university to have refused to submit to testing.

5. Return-to-Duty Testing

Police Officers who have tested positive to an alcohol test with an alcohol concentration of 0.02 percent or greater will not be permitted to report for duty or remain on duty and will be required to submit to a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 percent prior to returning to duty. Police Officers who have tested positive for controlled substance use will not be permitted to report for duty or remain on duty and will be required to submit to a return-to-duty controlled substance test indicating a verified negative result prior to returning to duty.

6. Re-employment Eligibility And Follow-Up Testing

Re-employment eligibility and follow-up testing of Police Officers who have tested positive for the use of alcohol or controlled substance(s) in violation of this policy will be subject to

Sections 7 and 9 of this policy.

Section 6. Testing Procedures.

1. Consent Forms

The Police Officer shall sign a consent form authorizing the medical clinic or, in the case of an alcohol test, a certified breath alcohol technician, to withdraw a specimen of blood, urine, saliva, and/or breath and the release of the laboratory testing results to the university and the medical review officer. Refusal by a Police Officer to sign a consent form shall be treated under Section 7(2b) of this Policy.

2. Collection Site

All Police Officers tested must provide a blood, urine, saliva, and/or breath specimen for testing purposes at a collection site designated by the university. The collection site will have necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and, if necessary, the transportation or shipment of the samples to an approved laboratory.

3. Accreditation

All laboratories and/or testing personnel used by the university to perform breath alcohol or drug tests will be properly trained, required to perform all of the necessary testing procedures, and will be accredited, if applicable.

4. Medical Review Officer

A qualified medical review officer will be appointed to review, interpret, and report positive drug test results.

5. Chain of Possession Procedure

All chain of possession procedures shall be in accordance with applicable regulations to ensure that the samples tested are those of the Police Officer from whom they were obtained.

6. Laboratory Testing Methodology

Drug tests for Police Officer applicants and for Police Officers will be conducted to screen the presence of the following drugs and their metabolites: marijuana, cocaine, opioids, amphetamines and phencyclidine (PCP). All specimens identified as positive on the initial test shall be confirmed using chromatography/mass spectrometry (GC/MS) techniques. Specimens which test negative on either the initial test or the GC/MS confirmatory test shall be reported as negative. Each specimen will also be tested for adulterants (masking agents used to prevent the detection of drug use) or diluted specimens.

Alcohol tests will be conducted by a certified BAT who is also trained in conducting the saliva alcohol testing. The BAT will first complete an Alcohol Testing Form, which is to be signed by the tested Police Officer. Refusal by the Police Officer to sign the form shall be regarded as a refusal to take the test. Prior to completing the test, the BAT will require the Police Officer to provide a photo identification. The BAT will then explain the alcohol testing procedure to the Police Officer and will ask the Police Officer to place the test strip in his/her

mouth and saturate it with his/her saliva to conduct the saliva alcohol test.

If the saliva test results are positive, the BAT will then use a calibrated EBT device or other such device or testing method approved in accordance with applicable DOT regulations. The BAT will next instruct the Police Officer to blow forcefully into the mouthpiece of the testing device for at least six seconds or until the testing device indicates that an adequate amount of breath has been obtained. If the result of the screening test is a breath alcohol concentration of less than 0.02 percent, the BAT shall sign the testing form certification noting the negative result.

If a tested Police Officer shows a breath alcohol concentration of at least 0.02 percent, a confirmation test must be conducted within 20 minutes after completing the screening test. Before the confirmation test is administered, the BAT shall ensure that the testing device registers on 0.00 percent on an air blank. The result of the confirmation test shall be affixed to the back of the Alcohol Testing Form.

7. <u>Notification of Test Results</u>

With regard to drug tests only, the medical review officer will report in writing to the university within three days of receiving laboratory reports whether a drug test was positive or negative, and, if positive, the identity of the controlled substance for which the test was positive. However, the medical review officer shall afford the tested Police Officer the opportunity to discuss a positive drug test result with the medical review officer before reporting the positive test result to the university. If the medical review officer, after making and documenting all reasonable efforts, is unable to contact the tested Police Officer, the medical review officer shall contact a designated management official of the university to arrange for the tested Police Officer to contact the medical review officer prior to going on duty. The medical review officer may verify a positive drug test without having communicated with the Police Officer about the results of the test if:

(a) The Police Officer expressly declines the opportunity to discuss the results of the drug test

(b) If within five days after a documented contact by a designated management official of the university instructing the Police Officer to contact the medical review officer, the Police Officer has not done so

(c) All positive drug tests reported to the university by the medical review officer in which the medical review officer did not discuss the results with Police Officers are noted and are accompanied by a complete documentation of the medical review officer's efforts to contact the Police Officer including contacts with the university's designated management official.

With regard to alcohol use tests only, the BAT shall immediately notify a designated university official by writing, in person or by telephone or electronic means of the results of the testing. If the initial transmission is not in writing, the university will verify the identity of the testing BAT and follow-up the initial transmission by receiving from the BAT the Alcohol Testing Form. All initial and follow-up transmissions of alcohol use test results will be handled in a confidential manner.

The university shall notify a Police Officer applicant of the results of the pre-employment drug test if the applicant makes a request within 60 days of being notified of the university's disposition of the employment application. If a test result is positive, the university shall notify the Police Officer of the periodic, random, reasonable suspicion, and/or post-accident drug tests results and the identity of the controlled substances.

8. Confidentiality

Any and all communications involved in the testing procedures and results will be handled in a confidential manner. Regardless of the type of test given, the medical review officer will report to the university the result of the test and, if positive, the identity of the substance for which the Police Officer tested positive. The university will maintain a separate file in the Office of Human Resource Services for each Police Officer which will contain all appropriate and legally required information. The medical review officer will maintain individual test results for a minimum of five years. No such information will be released except on a need to know basis, in accordance with regulations, or with express written consent of the subject Police Officer.

Section 7. Positive Test Results/Refusal to Submit to Testing.

1. Disciplinary Action Based on Positive Test Results

If the results of any pre-employment drug test administered to a Police Officer applicant indicate a positive test result for the use of illegal drugs, adulterants or dilution, the applicant will not be considered qualified for employment with the university and will be notified of same.

A Police Officer who tests positive for illegal drugs or for the use of alcohol where the blood alcohol concentration is 0.02 percent or greater is unqualified to perform his/her duties and will also be subject to disciplinary action up to and including discharge. Adulterated or diluted specimens will be considered the same as a positive test result and the Police Officer will be subject to disciplinary action up to and including discharge.

2. Disciplinary Action Based on Refusal to Submit to Testing

Refusal to submit to testing means that a Police Officer:

(a) fails to provide adequate saliva, breath and/or urine for testing without a valid medical explanation after receiving notice of the requirement for testing; or

(b) engages in conduct that clearly obstructs the testing process;

Refusal to submit to testing is handled the same as a positive test result.

A Police Officer who refuses to undergo testing for alcohol and/or controlled substances as outlined in this policy will not be permitted to report for duty or remain on duty and will be subject to disciplinary action up to and including discharge. Police Officer's acceptance to submit to testing under the university program will not serve as a waiver of disciplinary action.

Section 8. University Disciplinary Rights.

Nothing herein shall limit or condition in any way, directly or indirectly, the university's right and responsibility to discipline and/or discharge any Police Officer for violation of any part of this policy.

Section 9. Referral, Evaluation and Treatment.

The university requires a Police Officer with a positive test result to be evaluated by a substance abuse professional and/or counselor who will recommend an appropriate treatment program(s). Such evaluation and any subsequent treatment or rehabilitation will be provided at the employee's expense; however, employees are advised that treatment may be subject to coverage under the employee's health insurance plan.

Based on the analysis and recommendations of the substance abuse professional, the Police Officer will be required to undergo at least six (6) unannounced follow-up alcohol and/or controlled substance tests within twelve (12) months from the date of the Police Officer's return to duty. Follow-up and return to duty tests will be observed. Follow-up testing shall not exceed sixty (60) months from the date of the Police Officer's return to duty.

NOTE: A Police Officer may voluntarily admit him/herself to a drug and/or alcohol treatment program through the Ball State University Employee Assistance Program. For the purposes of this policy, a voluntary admission means that the Police Officer has not been requested to take an alcohol and/or controlled substance test and the university had no reasonable suspicion that the Police Officer has violated any university policy with respect to alcohol and/or controlled substances.

7/22/05
Rev. 07/22/11
Rev. 09/06/19