

**Office of the Chancellor
Pennsylvania's State System of Higher Education
Procedures and Standards for University Operations Procedure/Standard Number 2018-38**

Temporary Out of Classification Assignments

Approved by:  Date: 5/17/19
Chancellor

Revised:

History: Applicable language describing compensation for temporary assignments in a higher classification is included in the various Collective Bargaining Agreements and side letters. This procedure is intended to clarify and provide one document that contains all of the policies, procedures and standards for temporary assignments for all personnel subareas in PASSHE, including non-represented employees.

Related Policies, Procedures, or Standards: Collective Bargaining Agreements; SCUPA Acting Manager Side letter; Policy 1983-14-A: Appointing Interim and Acting Chief Executive Officers; November 20, 2007 Thomas Krapsho memo to University Presidents; Applicable BPPs

Key Words/Categories: Personnel; Temporary Assignments; Interim Appointments

I. Introduction

Compensation for temporary higher-level assignments for bargaining-unit employees is governed by contract language in existing collective bargaining agreements and side letters. A 2007 memo to University Presidents provides similar direction and guidance for compensating temporary assignments for non-represented employees. This document combines and clarifies all existing policy governing temporary higher-level assignments.

II. Definitions

- A. **Employees' Regular Biweekly Salary/Hourly Rate.** The biweekly salary/hourly rate the employee earns in his/her regular classification/position.
- B. **Full day.** Seven and one-half or eight hour day. Note that this may be any continuous seven and one-half or eight hour period including both hours within or outside of an employee's regularly scheduled workday, or any combination thereof.
- C. **Half-day.** Three and three-quarter or four hours, respectively, in a seven and one-half or eight hour workday. Note that this may be any continuous three and one-quarter or four hour period including both hours within or outside of an employee's regularly scheduled workday, or any combination thereof.
- D. **Higher classification.** A classification/position that has a higher minimum hourly rate than the minimum hourly rate of the employee's regular classification/position.
- E. **Temporary Higher Level Assignment.** An assignment of higher level work that is distinguishable from an employee's regular job duties and responsibilities by virtue of the circumstances under which it is performed and the frequency with which it is performed.

III. Temporary Assignment Policies

- A. Before an employee is assigned to work in a higher classification, every effort should be made to ensure that such an assignment is absolutely essential and critical to the continued operation of the organizational unit. If possible, work should first be assigned to higher-level employees or employees in the same Pay Scale Group, before considering a temporary higher-level assignment.
- B. Policies governing the assignment and compensation of Temporary Assignments vary according to bargaining unit. Appendix A, Eligibility Criteria for Working Out-of-Classification provides eligibility criteria for receiving out-of-classification pay by personnel subarea, effective the date of this policy.
- C. The Collective Bargaining Agreements for AFSCME, SPFPA, PSSU, and OPEIU stipulate that temporary assignments cannot exceed 9 months or the length of the leave of absence of the permanent employee. APSCUF Faculty assignments to an acting manager cannot exceed two (2) years. SCUPA assignments to an acting manager may not exceed two years without the approval of the statewide SCUPA president. While other bargaining units, intra-SCUPA assignments, and non-represented employees have no such stipulations, care should be taken to ensure that temporary assignments are truly temporary.
- D. Temporary assignments can cross bargaining unit lines. It is often necessary for a bargaining unit employee to be temporarily assigned to work as a first-level supervisor or in a non-represented position and, as part of that temporary assignment, to perform supervisory responsibilities.
 - 1. During such assignments, employee performance reviews should be completed by the temporary supervisory employee, for the period of time in which the temporary supervisory employee observed the performance of the subordinate employee(s). This should be completed in consultation with the higher-level manager who would have reviewed the subordinate employee's performance during the entire performance period.
 - 2. The temporarily assigned supervisor may also be called upon to discipline subordinate employees. This should also be completed in consultation with the higher-level manager and Human Resources, as necessary, to ensure that proper documentation is retained and such discipline is appropriate and defensible.

IV. Compensation Policies for Temporary Assignments

- A. The proper compensation for temporary higher classification assignments varies according to bargaining unit. Appendix A provides the language from each Collective Bargaining Agreement which governs how such payments are calculated.
- B. All campuses must be following the HR PA Out of Classification Business Process Procedure (BPP) for entering payments for temporary work out of classification.
 - 1. As stated in the BPP, a PA40 Out of Class action is completed. Personnel areas 9191, Exec and 0316 will default to Infotype 0014. All other bargaining units will default to Infotype 0015. The out of classification compensation is input on one of these infotypes, according to the personnel subarea.
 - 2. Campuses may not go into the basic pay Infotype 0008 and add the higher classification compensation onto the base annual salary.

- C. Bargaining unit employees who are assigned to temporarily perform duties outside of the bargaining unit must be compensated according to the provisions of the applicable Collective Bargaining Agreement for the permanent position. For example, an AFSCME employee assigned to temporarily perform duties of a non-represented position would be compensated at 4.5% above the employee's current rate of pay, or the minimum of the pay scale group for the higher job, per the provisions of Article 27, Section 3 of the AFSCME Master Agreement. Even though the temporary assignment is non-represented work, the compensation amount must follow the provisions of the collective bargaining agreement. SCUPA employees working out of classification as an acting manager shall be compensated in accordance with the provisions outlined in the side letter and Appendix A of this document.
- D. While working in a temporary assignment, employees will remain in their permanent bargaining unit and will receive all contractual salary increases for the permanent bargaining unit. While the SCUPA Acting Manager Side Letter waives the application of negotiated salary increases to Acting Managers during their assignments, by policy, they must be processed similarly to employees in the bargaining unit. The temporary assignment compensation must then be recalculated, based on the employee's adjusted permanent salary.
- E. Overtime eligibility
1. Employees who work overtime while on a temporary higher-level assignment are to be paid the appropriate overtime rate (straight time, time and a half, double time) for their base rate, based on their permanent classification, and the appropriate overtime rate for the higher classification compensation, based on the higher classification's eligibility to earn overtime. For example, if an employee whose permanent position entitles him/her to time and a half for overtime is temporarily assigned to a position that receives only straight time, when the employee works overtime in the higher level position, he/she is paid time and a half for his/her regular hourly rate, and straight time for the higher classification hourly differential.
 2. SCUPA and faculty acting managers are not eligible for overtime compensation.
- F. Temporary assignments for faculty working as acting managers must follow the applicable language in Article 7, Section F of the APSCUF collective bargaining agreement. Specifically, Section F(4)c indicates that faculty members on 9 month contracts appointed as acting managers for up to 1 year will not be entitled to annual leave. Faculty members appointed initially to a 2 year appointment as an acting manager will receive 10 days of annual leave in the first year and 15 days of annual leave in the second year, which must be manually added to the employee's leave quotas. Faculty members on 12 month contracts shall continue to accrue and use leave pursuant to Article 21, Section G of the APSCUF collective bargaining agreement.
- G. Temporary assignments for SCUPA employees working as acting managers must follow the terms of the SCUPA Acting Manager Side Letter dated September 6, 2018 regarding terms and conditions of employment for Acting Managers during these assignments.
- H. When working a temporary assignment, campuses should **not** place the employee performing a temporary assignment in a new interim position for the duration of the assignment. Rather, the following procedures should be followed:
1. If the temporary assignment is one full pay period or less, even if the temporary assignment involves additional supervisory or managerial responsibilities for other employees, the procedure in the HR PA Out of Classification BPP must be followed and there are no additional considerations. Any leave requests submitted during that duration of the brief temporary assignment can be completed by the reviewing officer according to normal procedures.

2. If the temporary assignment is longer than one full pay period, then the campus must follow the procedure in the HR PA Out of Classification BPP, and also perform the following organization management transactions for the duration of the temporary assignment:
 - a. Rename the employee's existing position as the interim higher level position.
 - b. If the temporary assignment involves supervisory or managerial responsibilities for other employees, the campus should assign the chief role to the employee's position.
 - c. If the temporary assignment involves supervisory or managerial responsibilities for other employees, the campus should assign the Management Self Service role to the employee's position.
 - d. If the temporary assignment involves supervisory or managerial responsibilities for other employees, the campus should add the employee to the Management Self Service active directory group.
3. At the conclusion of the temporary assignment, the campus must remove those additional roles and rename the employee's position to the appropriate permanent position title.

V. Interim and Acting Chief Executive Officers

As indicated in Policy 1983-14-A, when an incumbent president is temporarily unable to discharge official duties, or immediately upon vacancy, the duties shall be performed by the individual identified in the University Order of Succession Plan, until the incumbent is able to resume duties or until an interim or successor permanent president is appointed. When the chancellor determines that there is a need for an interim president, one will be appointed according to the process identified in that policy. Similarly, when the office of the chancellor becomes vacant, the duties shall be performed by the individual identified in the order of succession plan until the incumbent is able to resume duties or until the Board of Governors appoints an interim chancellor.

VI Effective Date

This policy is effective immediately.

APPENDIX A: ELIGIBILITY CRITERIA FOR WORKING OUT-OF-CLASSIFICATION AND PAY RULES

Bargaining Unit	Threshold	Holiday Pay ¹	Leave Pay	Pay Rate Higher Classification
AFSCME	5 full cumulative work days	Yes	No	4.5% of current rate of pay or the minimum of the higher pay range, whichever is greater
Intra-SCUPA Assignments	15 full cumulative work days	Yes	No	2 steps above current rate of pay or minimum of higher pay range, whichever is greater
SCUPA Acting Manager Assignments ²		Yes	Yes ⁵ , unless the leave is a full payperiod or more	Annualize the salary; add 5-15% or the minimum of the management pay grade. The resultant salary level must fall within the range for the position being filled. ⁶
PSSU	5 full cumulative work days	Yes	No	4.5% of current rate of pay or the minimum of the higher pay range, whichever is greater
SPFPA	10 full one half cumulative work days	Yes	No	4.5% of current rate of pay or the minimum of the higher pay range, whichever is greater
APSCUF Faculty		Yes	Yes	Annualize the salary; add 5-15% or the minimum of the management pay grade. The resultant salary level must fall within the range for the position being filled. ³
APSCUF Coaches ⁴		Yes ⁴	Yes ⁴	See Footnote 4
OPEIU	5 full or 10 full one half cumulative work days	Yes	No	2 steps above current rate of pay or minimum of higher pay range, whichever is greater
Management		Yes	Yes ⁵ , unless the leave is a full payperiod or more	Interim appointment: minimum of higher pay grade or up to 15% above current salary; coverage of some of the duties of a higher level manager plus current duties: up to 10% above current salary
Executive		Yes	Yes ⁵ , unless the leave is a full payperiod or more	Interim appointment: minimum of higher pay grade or up to 15% above current salary

- 1 An employee is eligible for holiday pay at the higher rate if he/she is required to perform the higher level duties on his/her scheduled workday immediately before and immediately after the holiday and is paid out-of-classification on those days. The holiday does not count toward the minimum number of days required.
- 2 Per the provisions of the 9/6/2018 SCUPA Acting Manager Side Letter, when a SCUPA employee accepts an acting manager position, campuses will pay out all accrued compensatory time at the professional employee's SCUPA pay rate in effect on the day preceding the effective date of the appointment to the acting manager assignment. Furthermore, campuses are instructed to discontinue union dues deduction for SCUPA acting managers for the duration of their temporary assignment.

3. The APSCUF contract does not include a provision for compensating temporary assignments. This information is included in the Nonrepresented Employee Performance and Reward Manual and in the November 20, 2007 Thomas Krapsho memo.
4. Note, the provision in the Article 7, Section 4 of the AFSCUF coaches' contract is for Regular full-time coaches only. The compensation is for additional work performed at a higher level, the same level, or a lower level. The minimum compensation is 125% of the regular base salary. Please contact PASSHE System Human Resources prior to assigning a less than full time coach temporary duties.
5. For non-represented employees working a temporary higher-level assignment who take leave, the leave will be compensated at the higher rate if assigned to work the temporary assignment before and after the leave. However, if the leave is one full payperiod or more, it will be compensated at the regular rate.
6. The SCUPA contract does not include a provision for compensating temporary assignments outside the bargaining unit. This information is included in the Nonrepresented Employee Performance and Reward Manual, and the 9/6/2018 SCUPA Acting Manager Side Letter.