

**GUIDELINES FOR IMPLEMENTATION OF THE UNCG POLICY ON COMPENSATION BEYOND CONTRACT
FOR FACULTY AND EPA NONFACULTY EMPLOYEES**

The University of North Carolina at Greensboro

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- I. These Guidelines address additional compensation paid with add pay EPAFs (Electronic Personnel Action Forms) to faculty and EPA staff as outlined in UNCG's Policy on Compensation beyond Contract for EPA Faculty and Nonfaculty Employees and the UNC Office of the President's Supplemental Pay Policy for Employees Exempt from the State Personnel Act (Policy 300.2.13).

- II. Two categories of supplemental pay are included as follows:
 - A. Pay for temporary increases in responsibility during the employee's normal work hours or contract period. Included in this category are administrative assignments.

 - B. Pay for extra duties performed outside the employee's job description and outside of normal work hours or duties that add extra work hours in addition to those spent on normal job duties. Examples include, but are not limited to, special assignments in preparation for administrative or regular duties, summer session assignments, grant activity, teaching overloads, continuing education activity, course development, and EPA staff teaching assignments.

- III. Definitions:
 - A. Compensation Maximums:

Compensation maximums are the earnings limits set for each employee and are based on annual salary and contract months. There are two compensation maximums. One is for the period of contract and the other is for the period of non-contract. When an employee has a twelve-month contract there is only one compensation maximum, which is for the contract period. Charges against each of the earnings limits are applied based on the add pay work period. One or both earnings limits could be affected by one add pay EPAF.

 - B. Period of Contract:

Period of contract refers to the number of contract months. It is the period of time during which an employee carries out normal position responsibilities and duties. For instance, many faculty have nine-month academic year contracts with the contract period generally considered to be from mid-August through mid-May.

 - C. Period of Non-Contract:

Period of non-contract includes balance of year (calendar or academic year) outside of Period of Contract and is generally denoted in months. In the above III.B. example, nine-month faculty members have three non-contract months that are generically considered to begin mid-May and end mid-August. Twelve-month contracts have no period of non-contract.

 - D. Overload Teaching:

Overload teaching is the number of courses equivalent to three credit hours that an instructor may teach outside of routine semester assignments.

- IV. Steps to be completed and documented before an add pay EPAF may be processed for payment:
- A. As outlined in UNC 300.2.13, the employing office must submit a written request stating the justification for add pay in advance of the start date of the special assignment. That request must clearly state all of the following:
 - the activities to be performed by employee (add pay assignment),
 - the relationship of the activities to employee's normal responsibilities,
 - the expected work period for the add pay assignment ~~duration~~, and
 - the basis for determining the one-time or periodic payment for that assignment.
 - B. All add pay requests must be administratively approved and it is the responsibility of the employing office to obtain all such approvals before the employee begins work on the add pay assignment. Required approvals include the employee's home administrators when the employee is borrowed and it is the add pay EPAF initiator who is responsible for adding a borrowed employee's home administrator into the EPAF routing queue.
 - C. The approved written request must be submitted to EPA-HR for final review, processing, and retention in the employee's official personnel file.
 - D. Monitoring each employee's compensation maximum/s to ensure none are exceeded is the responsibility of the employee's home department and unit.
 - F. As required by the State Auditor, payment for overload teaching and other additional duties should be made when work is performed with no prepayments permitted.
- V. Limits on duration of assignments, for-credit overload teaching, and funding sources:
- A. Duration of Assignments: The duration of an assignment covered by supplemental pay must conform to reasonable business expectations regarding the nature of the work proposed.
 - B. General Policy Restrictions on Teaching Overloads during academic year:

All full-time faculty and staff are limited to one teaching overload per semester. The teaching overload restriction also applies to any for-credit courses paid under the statewide "Policy on Dual Employment." Only in rare circumstances would a one-course overload be exceeded. In no instances will exceptions be made to compensation maximums.
 - C. Professional librarians, EPA nonfaculty, and other faculty with 12-month contracts may seek approval of for-credit overload teaching. However, there are restrictions — any teaching preparations and the actual teaching must take place outside of normal working hours. Therefore, the employee's supervisor would certify on the written request that "all work associated with add pay assignment will be performed outside of normal duties and hours." Should it be necessary to alter the employee's work schedule, these arrangements are to be noted on the written request. Each such teaching assignment would be charged against the maximum for the contract period.
 - D. A teaching overload may be taught during WinterSession in lieu of the spring semester overload.
 - E. Only in rare, truly emergency, cases should tenured or tenure-track faculty be considered for overload teaching of for-credit courses during the academic year. Any such emergency situation would be reviewed by the appropriate dean or deans on an ad hoc basis.

- F. During Summer Session, payment is limited to two for-credit courses per session, for a total of four courses. Only in rare circumstances would a two-course summer session load be exceeded. In no instance will exceptions be made to compensation maximum. Unless Summer Session is conducted during the period of non-contract, certification must be provided that all teaching duties would be performed outside of the employee's normal duties and hours.

VI. Limits on the amount of supplemental pay:

- A. With approvals in place as required in Section IV.A. and B., supplemental pay for either temporary or extra assignments is limited to 25% during a period of contract (Example: \$27,000 annual salary x .25 = \$6,750 earnings limit for the period of contract).

For the period of non-contract an employee is eligible for a total of one month's salary for each non-contract month. For example the compensation maximum or earnings limit of a nine-month faculty member would equate to three months of salary (\$27,000 annual nine-month salary ÷ 9 months = \$3,000 earnings limit per non-contract month x 3 non-contract months = \$9,000 total maximum for non-contract period). In all cases salary paid for temporary or extra duties must be within the appropriate earnings limit.

- B. Period of Non-Contract for Ten-Month Departmental Heads/Chairs: Since July 2005, the University has adopted a flexible approach with respect to Summer Session teaching by ten-month departmental heads/chairs. Previously, the non-contract months of June and July allowed for teaching in only the second summer session due to 10-month contract overlap with Summer Session I (Aug. 1 through May 31). The current approach charges the 10th month of salary against the maximum for three non-contract months – the same period for 9-month faculty – mid-May through mid-August. The examples below, using a department head salary of \$54,000, demonstrate that the non-contract maximum would remain consistent while greater summer session flexibility is realized with the expansion of non-contract months.

Previous Method: Non-Contract Months: June and July
 $\$54,000 \times .25 = \$13,500$ Contract Period maximum
 $\$54,000 \div 10 \times 2 = \$10,800$ Non-contract Period Maximum

Current Method: Non-Contract Months: mid-May thru mid August
 $\$54,000 \times .25 = \$13,500$ Contract Period maximum
 $\$54,000 - \$5,400$ (1/10 of annual) or $\$48,600 \div 9 \times 3 = \$16,200 - \$5,400$ (1/10 of annual) = \$10,800. Huge change is that 10-month faculty work period is not confined to Aug. 1 through May 31.

- C. Under this policy faculty and staff with appointments at less than full-time service are eligible for additional compensation up to full-time (based on part-time rate), plus compensation maximums or earnings limits as outlined in Section VI.
- D. Contract or grant (C&G) funded supplemental pay have special restrictions during the period of non-contract: For C&G activities a nine-month faculty member may work and earn only one-half of 1/9 of the annual salary for May and for August, plus 1/9 of annual salary for each of the two remaining non-contract months (June and July). Salary calculations for this example are demonstrated below:

Example: A nine-month faculty member with an annual salary of \$45,000 has a summer maximum of $\$45,000/9 \text{ months} = \$5,000$ per non-contract month x 3 months = \$15,000.

If above faculty member worked on a contract or grant from May 16 through May 31, then \$2,500 (1/2 of 1/9) would be the maximum the faculty member could earn for May 16 through May 31.

In the above example, if \$1,200 is approved for a contract or grant add pay assignment from May 16 through May 31, additional supplemental work from any funding sources during this period may be approved up to a value of only \$1,300 ($\$1,200 + \$1,300 = \$2,500$). This salary restriction applies only when contract or grant funds are involved.

- E. A special project justifying overload payment may include minor work related to a contract or grant when, in the opinion of both the department administrator and the dean, the required time and effort are insufficient to justify a buy-out of salary. Special projects such as course development and mentoring may also qualify for supplemental payments. These payments may be made during the period of contract.
- F. Prohibition against Pre-Payment:
In accordance with State regulations, pre-payment is forbidden. Payment requests must be consistent with this prohibition. Example: If a nine-month faculty member has a \$3,000 add pay EPAF for work completed from May 15 to June 30, then \$1,000 could be paid in May and \$2,000 paid in June. A request for two equal installments would be denied because by the end of May only one-third of the assignment would have been completed. In this case, two equal installments would represent pre-payment unless accompanied by very specific time and effort data.
- G. Continuing Education Activities (iSchool, Emeritus, On-line Course Development, and others):
The compensation maximum or earnings limit charged is based on the time period over which the temporary or extra duties are performed. If the time period includes the contract and the non-contract periods, both earnings limits would be affected.

Guidelines may be located at <http://provost.uncg.edu/publications/personnel/apptepa.asp> on Policies & Publications website.