

ANNUAL AGREEMENT 1993-94

Policies for Support Staff at Bloomington

Communications Workers of America (CWA), Local 4730 November 9, 1993

Indiana University and CWA, Local 4730 are agreeable to the following items in addition to the attached policies:

1. A 3% wage increase to all appointed clerical and technical staff employed as of November 19, 1993, retroactive to July 1, 1993, rounded to the nearest cent per hour.
2. Revise the Overtime Policy 2.14, paragraph c.2. to read:

"Department heads shall have the option of payment for overtime or time off. The employee shall be told of this decision at the time the overtime assignment is worked. Time off will be taken at a mutually agreeable date within six months of the date worked. The compensatory time off shall be paid if it is not used by the end of this six month period."
3. Revise the Probationary Period Policy 2.9 to provide for a four month probationary period for employees hired after November 19, 1993.
4. Agree to maintain the Campus Holiday as a floating holiday as provided in Policy 5.1.
5. Agree to appoint a joint committee to study the concept of flexible schedules, where they work, and where they do not, advantages and disadvantages in different environments, the various models, and where they are used on campus now. The committee will also study voluntary reduction in hours during non-peak periods. The committee will report its findings at the next round of discussions.
6. Revise the Promotion and Transfer Policy 2.7, paragraph D.4. to read:

"Notification of acceptance can be made directly by the department head, or through the Human Resources Department. In either cases, the department head must notify the Human Resources department when the applicant has accepted the position. Human Resources will then place on a recorded telephone message that the position has been filled, the name of the person selected, and selected person's seniority date, and the basis for selection, i.e., best qualifications or most seniority."
7. Agree to restore the following paragraph to the Promotion and Transfer Policy 2.7:

"Employees promoted to a position with a higher salary grade on the CL/TE salary schedule are entitled to a minimum increase of five percent. These increases are to be given provided the new salary rate does not exceed the maximum of the new salary grade. The maximum increase for an employee on the CL/TE salary schedule is the percentage difference between the minimum rate of the pay ranges involved."
8. Agree to the following provision regarding a Safety Committee:

"The Administration and the Union agree to create a Safety Committee. The Safety Committee shall consist of two representatives appointed by the Administration and two representatives appointed by Local 4730. The Committee shall be responsible for formulating and establishing the procedures under which it will operate including the frequency of meetings, the manner in which complaints regarding health and safety are to be handled, etc. The ultimate responsibility for the health and safety of the University employees, however, remains that of the University."

9. Agree that employees may have timely access to their personnel files.
10. Revise the following language in the Seniority Policy 211, paragraph C.3. to read:

"After 18 months following permanent layoff (reduction in force) in accordance with the Reappointment Benefits Policy, provided the employee notifies Human Resources at the end of 12 months that s/he wishes to remain on the reduction in force recall list."
11. Revise paragraph C.4 of the Seniority Policy 2.11 to read:

"An employee shall be excused from the requirements of this paragraph for just cause."
12. Revise the Reduction in Force Policy 2.12 to read as follows:
 - a. Definitions. "Permanent Reduction is a reduction in force anticipated to exceed 90 calendar days. The employee will be separated on the date of the reduction but retained on a layoff list for 18 months or until reemployed if sooner than 18 months provided the employee notifies Human Resources at the end of 12 months that he or she wishes to remain on the reduction in force recall list.
 - b. Paragraph A - Advance Notice - add the following:

"3. In the event of a permanent reduction in force of a filled position within a department, Human Resources shall notify CWA, Local 4730 at the time the employee is notified and upon request discuss the effects of such reduction with representatives of Local 4730, including the right to suggest alternative solutions."
 - c. Paragraphs B.1. and C.1. - Change the opening phrase: "The administrator shall determine..." (This is to maintain consistency with the Definition section.)
 - d. Paragraph C.3. - "The administrator may waive the sequence described in paragraph C.2., except as it applies to temporary or hourly employees, to ensure that the employees retained possess the abilities and qualifications necessary to perform the available work at a full performance level."
 - e. Paragraph C.4. - In the fourth line of this paragraph remove the ending phrase so that it now reads: ".....provided job qualifications are met."
 - f. Paragraph C.5. - However, an employee who has changed functional classifications in an occupational unit within the same department,...."
 - g. Paragraph D.4. - "In the event that a position has been eliminated and is restored within eighteen months....."

In addition to these twelve items, the following documents are attached and are included in this agreement:

1. Bulletin Boards
 2. Committee Representation
 3. Corrective Action
 4. Non-Discrimination Union Activity
 5. Problem - Grievance Resolution Procedure including
 - a. Letter of Understanding on Local Arbitrators
 - b. Letter of Understanding on Mediation
 6. Travel Expense Reimbursement
 7. Union Leave of Absence
 8. Union Released Time
 9. Union/Administration Meetings
 10. Letter of Understanding on Pay Plan
13. An additional language and/or changes in Personnel Policies shall be approved by the Union subject to the provisions of Section 6 of the Conditions for Cooperation.

Dear Mr. Walsh:

This letter of agreement between Indiana University and the Communications Workers of America (CWA) will go into effect when signed by both parties at the bottom of the page.

The parties agree that the current pay plan for CL and TE's is outdated and needs improvements. The parties agree to work cooperatively to develop a mutually agreeable wage structure.

Indiana University and CWA agree that this is an important issue which needs to be addressed and will make this proposal available to those involved in the budgetary discussions prior to and during the development of the 1994 budget.

Sincerely,

For Indiana University:

For the Communications Workers of America:

**Letter of Understanding
Guidelines for Grievance Mediation**

November 8, 1993

Mr. Hugh Walsh
Administrative Assistant to Vice President
Communications Workers of America (CWA),
Local 4730
Poplars Building, Room 331
400 East Seventh Street
Bloomington, Indiana 47405

Mr. Walsh:

During the 1993 discussions, Indiana University and the Communications Workers of America agreed that the grievance procedure should include mediation as a method of settling grievances.

In order that grievance mediation is effective and meets the expectations of the parties, the following guidelines for grievance mediation have been agreed upon by the parties and will be followed by the University, Communications Workers of America, and the mediator selected by the parties:

1. The University or CWA may request mediation of a pending grievance by notifying the other party in writing within fifteen (15) work days of the Level Two response.
2. Any grievance under the parties' grievance procedure that has been discussed at Level Two may be mediated with the exception of cases involving an employee termination.
3. As soon as possible after the written request for mediation, the parties shall jointly select a mediator and schedule a mediation meeting at the earliest possible date.
4. If no settlement is reached as a result of the mediation meeting, the grievance may proceed to arbitration, provided that the grievance issue is not excluded from arbitration by any other policy provision. The time limit for requesting arbitration shall apply effective from the date of the grievance mediation session.
5. The proceedings before the mediator will be informal, and the rules of evidence do not apply. No record, stenographic or tape recording of the mediation meeting will be made. The mediator's notes are confidential, and the content shall not be revealed.
6. All written material that is presented to the mediator or the other party shall be returned to the party presenting the material at the end of the mediation meeting.
7. The issue mediated will be the same as the issues the parties have failed to resolve through the grievance procedure.
8. The mediator shall conduct the mediation meeting by utilizing any of the customary techniques associated with mediation, including the use of separate caucuses.
9. The mediator has no authority to compel resolution of the grievance. The mediator may be requested by either party to issue an advisory recommendation or decision that shall be provided to both parties. The

University and CWA may accept the resolution proposed by the mediator, and the settlement or any settlement resulting from the mediation meeting shall not be precedent setting unless there is a written understanding that it will be a precedent.

10. The mediator's fees and expenses shall be shared equally by the University and CWA. All other expenses shall be the responsibility of the party incurring the expense.
11. Neither at the arbitration hearing concerning the grievance that was mediated nor at any other arbitration hearing, may either party refer to the presentations made at any mediation meeting by the other party, the fact that a mediation meeting was held concerning the grievance, or any statement by a mediator at my mediation meeting.
12. Attendance at the mediation meeting shall be limited to the Local Union President of CWA, Local 4730, or designee; CWA International Representative; Director of Human Resources-Bloomington; Director of University Employee Relations; the grievant; and other individuals chosen by CWA or the University that are directly involved in the grievance and whose presence is required. Neither party will be represented by an attorney at the mediation meeting.
13. By agreeing to schedule or participate in the mediation meeting, the University does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue.
14. The parties shall meet and develop a panel of mutually agreeable mediators and agree upon a method of selecting mediators for specific cases.

These guidelines shall be provided to mediators selected by the parties. Nothing in the agreement shall be interpreted or construed to modify any other provisions of the grievance procedure.

Sincerely,

Maurice Smith
Director, Human Resources - Bloomington

Letter of Understanding-Local Arbitrators

November 8, 1993

Mr. Hugh Walsh
Administrative Assistant to Vice President
Communications Workers of America (CWA), Local 4730
Poplars Building, Room 331
400 East Seventh Street
Bloomington, Indiana 47405

Mr. Walsh:

During the 1993 discussions, Indiana University and the Communications Workers of America agreed to establish a mutually agreeable list of local arbitrators to hear grievances.

Within sixty (60) days after the conclusion of the 1993 discussions, the parties will meet and attempt to agree upon such a list; said list will be reviewed annually by both parties.

The following guidelines will be followed for selecting an arbitrator from any agreed upon list of arbitrators:

1. The CWA International Representative or his/her designee, and the Director of Human Resources-Bloomington or his/her designee, will alternately strike a name from this list of arbitrators until one name remains. The remaining arbitrator shall be designated arbitrator for the case.
2. In the event of an even number of names on the list, an arbitrator will be selected by alternately striking names until two names remain; then the arbitrator will be selected by a random chance drawing.
3. The order of striking names will be determined by a flip of a coin.

The parties will immediately seek to reach an agreement on a replacement arbitrator whenever an arbitrator is no longer available.

If the parties are unable to reach agreement on a list of mutually agreeable arbitrators or if at any time there are less than four arbitrators available to hear cases on the mutually agreed list of local arbitrators, the parties will temporarily suspend the use of the local arbitrator list and obtain a panel of five arbitrators from the American Arbitration Association. The arbitrator will be selected by the alternate strike method.

The arbitration herein will continue to be conducted in accordance with the American Arbitration rules and regulations.

Sincerely,

Maurice Smith
Director, Human Resources-Bloomington

MS:ggl

**Letter of Understanding
Committee Representation**

November 8, 1993

Mr. Hugh Walsh
Administrative Assistant to Vice President
Communications Workers of America (CWA),
Local 4730
Poplars Building, Room 331
400 East Seventh Street
Bloomington, Indiana 47405

Mr. Walsh:

During the 1993 discussions, the parties discussed CWA representation on some joint committees.

The University agrees that the CWA shall be provided representation on any committee on which the Bloomington Staff Council previously had representation.

Nothing in this letter should be construed to limit the parties from agreeing to include CWA representatives on other existing or future committees.

Sincerely,

Maurice Smith
Director, Human Resources-Bloomington
Indiana University

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