

AGREEMENT

Policies for Support Staff at Bloomington

Indiana University and Communications Workers of America, CWA, Local 4730 Bloomington Campus
July 1, 1995

Indiana University and CWA, Local 4730 are agreeable to the following issues:

1. A 4% increase, rounded to the nearest cent, to all appointed clerical and technical staff on the Bloomington campus effective on July 1, 1995.
2. Amend Policy 6.14 **Health and Safety** to provide that membership on the joint safety committee will be increased from two to three representatives appointed by the Administration and from two to three representatives appointed by the CWA.
3. Amend Policy 6.14 **Health and Safety** to include a provision concerning the University's obligation to continue to provide a safe workplace. A provision is also added that sets forth the procedure that will be followed in the event an employee is requested to perform work that is unsafe or dangerous beyond the normal hazards of their occupation or if requested to perform work without adequate training or protective equipment required by law.
4. Appendix 7.8 is added which commits the parties to work cooperatively to reduce the risk factors for cumulative trauma disorders. This will include joint training for CWA officers and stewards and departmental representatives.
5. Amend Policy 2.17 **Personnel Files** to include a new provision that provides for union representatives to inspect information contained within a grievant's personnel file under specified conditions.
6. Amend Policy 6.2 to include a **Statement on Consensual Relationships in the Workplace**. Additionally the parties jointly agree to recommend that certain modifications be made to the University Sexual Harassment policy.
7. Amend Policy 6.6 **Problem-Grievance Resolution Procedure** to provide that Expedited Arbitration may be utilized with the mutual agreement of the University Director of Employee Relations and the Union, or grievant if union representation has been waived.
8. Amend Policy 2.4 **Establishing a Position** to add a provision that makes available information regarding hourly positions to the CWA.
9. Amend Policy 6.5 **Separations** to eliminate unpaid suspension prior to discharge.
10. Amend Policy 2.14 **Overtime** to provide some additional guidelines for recording and compensating employees for overtime.
11. Appendix 7.9 is added to include a **Statement Concerning Fair Treatment in the Workplace**. This Statement sets forth a standard for workplace behavior and jointly commits the parties. Additionally, an alternative dispute resolution procedure is established to handle disputes that are not subject to the grievance procedure.
12. The Administration agrees that the CWA will be represented on the biweekly paid employees' classification appeals committee, or any other committee that may replace this committee that functions to make recommendations concerning clerical-technical classification decision appeals.

13. Amend Policy 2.12 **Reduction In Force** to add a new section establishing a two month trial period. If during the trial period an employee does not want to remain in the position or the supervisor determines that the employee cannot successfully perform the duties, the employee will be returned to the layoff list for a period not to exceed 18 months. The supervisor may extend the trial period on his/her own or at the request of the employee for up to an additional two months.
14. Amend Policy 2.12 **Reduction In Force** to add a new section that sets forth the rights of an employee who loses his/her position as a direct result of a grievance settlement.
15. Amend Policy 5.1 **Holidays: Regular, Campus and Bonus** to provide that eligible employees may take the campus holiday after January 1 of each year subject to the holiday eligibility requirements and after obtaining the prior approval of the supervisor.
16. Amend Policy 5.2 **Sick (Income Protection)** to specify the circumstances under which a supervisor may require confirmation of illness or injury through a licensed physician's statement.
17. Amend Policy 5.3 **Vacation** to give employees with ten or more years of appointed clerical or technical years of service and who have accumulated five hundred sixty hours of income protection time the option to convert eighty hours of their accumulated income protection time to forty hours of vacation time. This conversion may take place every five years and is subject to the conditions contained within this policy.

MEMORANDUM OF UNDERSTANDING

During the course of our 1995 negotiations the University and the CWA discussed the need to alter the University Sexual Harassment policy to specifically address the issue of consensual romantic and/or sexual relationships in the workplace where a conflict may exist. The parties have reached an agreement concerning a Statement concerning consensual romantic and/or sexual relationships. This statement is included as part of this memorandum. The University Administration and the CWA will jointly recommend to the appropriate University committees and officials that the principles contained within this Statement be incorporated in the University Sexual Harassment Policy. In the interim period, this Statement will be circulated to everyone who supervises clerical and technical employees and who will be expected to comply.

Statement on Consensual Relationships

It is the interest of Indiana University to provide clear direction to all employees about the risks associated with consensual romantic and/or sexual relationships between members of the university community where a conflict of interest between the parties exist or may exist.

Conflicts of interest may arise when such relationships occur between and among employees, students, and prospective employees. University policies and ethical principles already preclude staff from evaluating the work of others with whom they have intimate familial relationships, or from making hiring, promotional, transfer, or similar decisions concerning such persons. The same principles apply to consensual romantic and/or sexual relationships and require, at a minimum, that appropriate arrangements be made for objective decision making. Additionally, in the event of a charge for sexual harassment, the University will give very critical scrutiny to any defense based upon consent when the facts establish that a power differential existed within the relationship.

Whenever a conflict of interest exists, or may exist, because of a consensual romantic and/or sexual relationship in the workplace, it is the responsibility of both parties to disclose the consensual romantic and/or sexual relationship to his/her immediate supervisor or the next level of management if the relationship involves the immediate supervisor. The supervisor or next level management shall be responsible for making arrangements to eliminate or mitigate a conflict whose consequences might provide detrimental to the University.

The parties also discussed and agreed to jointly recommend that the first paragraph, second sentence of the University Sexual Harassment Policy (Policy 6.2) be modified and the words "up to and including termination of employment" be inserted after "including discipline". With this modification the first paragraph would be amended to read as follows:

Harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964. Indiana University will investigate every complaint, respond, and take corrective action, including discipline, up to and including termination of employment, if appropriate.

Additionally, the parties discussed the inclusion of the word Awritten after verbal in paragraph B. This suggested revision will be forwarded to the University Office of Affirmative Action.

BY: INDIANA UNIVERSITY: _____ Date:

ACCEPTED AND AGREED: BY: COMMUNICATIONS WORKERS OF AMERICA

_____ Date:

_____ Date: