

AGREEMENT

Policies for Support Staff at Bloomington

Indiana University and Communications Workers of America, CWA, Local 4730 Bloomington Campus
Effective July 1, 1997

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

1. **WAGE ADJUSTMENT** A 3.5% increase, rounded up to the nearest cent per hour on the employee=s current hourly rate of pay.
2. Amend Policy 2.4 **ESTABLISHING A POSITION** to provide, when applying section B, an additional legitimate reason for failure to actually work full-time shall include department closures.
3. Amend Policy 2.5 **ADVERTISING A POSITION VACANCY** as follows:
 - X Clarify that employment opportunities will be listed for a minimum of one week.
 - X A job offer will not be made before the Friday following the close of the first listing.
 - X Whenever a position is re-listed, it will be indicated on the posting that the position may have already been filled.
 - X All confidential positions listings shall indicate that the successful candidate shall be exempt from CWA membership and representation.
4. Amend Policy 2.9 **PROBATIONARY PERIOD** to provide that, for employees hired on or after July 1, 1997 with no prior University service, every effort shall be made to provide a progress report after approximately two months of service. The failure to provide this progress report shall not limit the supervisor=s right to terminate a probationary employee. If the probationary period is extended, such extension shall not exceed two months.
5. Amend Policy 2.12 **REDUCTION IN FORCE** to reflect that the clerical and technical functional classifications has been replaced with a new functional classification Asupport staff= that includes both the former clerical and technical positions. Also, employees are not required to use accrued leave time during the notification period; however, they may be reassigned.
6. **ALTERNATIVE WORK SCHEDULES** The University agrees to send a memo to Deans, Directors and Department Heads bringing to their attention that university personnel policies provide that managers have the option to establish alternative work schedules. This memorandum shall be issued semi-annually.
7. Amend Policy 5.1 **HOLIDAYS: REGULAR, CAMPUS, AND BONUS** to add Martin Luther King Holiday as a university recognized holiday.
8. Amend Policy 5.5 **ADVERSE WEATHER CONDITIONS** to provide that employees, at their option, may charge an absence due to adverse weather conditions to absent without pay and with benefits.
9. Amend Policy 5.6 **UNSAFE/ADVERSE WORKING CONDITIONS** to include a provision concerning the reporting of air quality related problems.
10. Amend Policy 5.10 **UNPAID LEAVE OF ABSENCE** to clarify the conditions for taking intermittent leave under the FMLA.
11. Amend Policy 6.2 **SEXUAL HARASSMENT** to clarify that employees have the option to file a complaint under federal law.

12. Amend Policy 6.5 **SEPARATIONS** to provide that employees are not required to use accrued leave time during the notification period for Reduction in Force; however, they may be reassigned.
13. Amend Policy 6.6 **PROBLEM-GRIEVANCE RESOLUTION PROCEDURE** to provide that at Level One grievances shall be presented to the Dean, Director, Department Head, or his/her designee and clarify that at Level Two conferences shall be attended by not more than three representatives from each side in addition to the grievant. Also specify the time limits for filing a reduction-in-force related grievance.
14. Amend Policy 7.1 **OCCUPATIONAL UNITS** to reflect that the clerical and technical functional classifications has been replaced with a new functional classification Asupport staff= that includes both the former clerical and technical positions. The parties agree to meet with the intent of updating and perhaps reduce the number of Occupational Units.
15. Amend the **INTRODUCTION** to specify that any departmental operating procedures or policies are supplemental and not in lieu of the policies in the personnel manual. In the case of conflict between departmental policies or procedures and the personnel policies, the personnel polices shall control and these conflicts shall be subject to all stages of the grievance procedure including mediation and arbitration.
16. **VACATION ACCRUAL** Annually, on or about January 1st, the Administration will notify each employee in the bargaining unit of the vacation hours which he/she has earned and a statement as to the number of hours which may be used during the calendar year. Additionally, reference to relevant vacation policies will be included in the notice.
17. Amend Policy 2.13 **ABSENCES WITH/WITHOUT PAY AND BENEFITS** to add a provision that clarifies that unexcused absences, with or without pay or benefit accrual, may be subject to disciplinary action through the corrective action process.
18. Amend Policy 2.2 **EMPLOYMENT OF RELATIVES** to include persons related by adoption who may be covered by this policy.
19. Amend Policy 2.11 **SENIORITY** to reflect that the clerical and technical functional classifications have been replaced with a new functional classification Asupport staff= that includes both the former clerical and technical positions.
20. The 1996 Agreement, which was inadvertently omitted from the current policy manual, will be included in the next edition of the policy manual.
21. **WORK IMPROVEMENT PLANS** The parties agree to meet in sub-committee after the close of negotiations to discuss and attempt to resolve concerns regarding the creation and administration of Work Improvement Plans.
22. **PERSONAL ACCIDENT INSURANCE** The parties agree that all bargaining unit employees who elect to purchase Personal Accident Insurance offered by the University will be provided with a copy of the Certificate of Insurance.
23. **MUTUAL GAINS** The University agrees to continue to fund the activities of the IU - CWA Mutual Gains not to exceed \$5000.
24. Policy 2.16 **TERMINAL PAY** is amended to provide that unused vacation or honorary vacation that an employee is otherwise entitled to payment at termination will no longer be reduced by any vacation or honorary vacation that is taken during the year of termination.

- 25. **CUMULATIVE TRAUMA INJURIES** The University will send the procedure developed by the Safety Committee for reporting cumulative trauma injuries to all deans, directors, department heads, and all bargaining unit employees.
- 26. Policy 5.8 **FUNERALS** is amended to add grandparent, grandparent-in-law as covered relatives under section A, which provides for up to three (3) working days of leave. Time off to attend the funeral service of relatives not covered in Section A. or close friends must be covered by Personal Affairs Allowance, vacation or accumulated compensatory time. Such leave for this purpose must be requested and approved/disapproved by the supervisor as soon as practical under the circumstances.
- 27. **ADDITIONAL FUNDS** The parties agree that if any additional funds become available during the fiscal year, the funds will be applied in accordance with the previously agreed upon formula. Any adjustments outside of the formula will be discussed with the union prior to implementation.
- 28. Amend Policy 5.2 **SICK (INCOME PROTECTION)** to remove the requirement that, in order to qualify for use of accruals for family care, the members of the immediate family or household must be solely dependent upon the employee or live in the same community.
- 29. **JOINT CONFERENCES** If the Union requests a special conference with administrative officials as provided for in the Section 4(b) of the Conditions for Co-operation, the administrative officials requested shall meet with the Union or designate the official or officials to meet with the Union.

Accepted and agreed:

COMMUNICATION WORKERS OF AMERICA

_____	_____	_____	_____
	(Date)		(Date)
_____	_____	_____	_____
	(Date)		(Date)

INDIANA UNIVERSITY

_____	_____	_____	_____
	(Date)		(Date)
_____	_____	_____	_____
	(Date)		(Date)

Memorandum of Understanding
between
INDIANA UNIVERSITY
and
CWA, Local 4730

Wage Progression and Application of Available Salary Funds

The Parties agree to meet in sub-committee to discuss matters involving Wage Progression and the future application of available salary funds. The results of these discussions will be brought to the bargaining table in 1998 for resolution.

Side Letter re: Workers= Compensation

The procedures set forth in Policy 4.5 for the reporting and processing of Workers= Compensation claims are subject to the grievance procedure. Any matter covered by Workers= Compensation laws is not subject to the grievance procedure but is governed by the applicable provisions of the Workers= Compensation law.

MEMORANDUM

TO: Deans, Directors, and Department Heads

FROM: Maurice Smith

DATE:

SUBJECT: Alternative Work Schedules

During the 1997 discussions with CWA, the parties again addressed the issue of alternative work schedules. During these discussions, the University made a commitment to remind all departments of the current policy, which gives managers the option to establish alternative work schedules for support staff.

We encourage departments to seriously explore alternative work schedule requests that will assist staff in balancing work and personal needs. It is recognized that these schedule adjustments must be made on a case-by-case basis, based on the operational requirements of the department. Although departments are not mandated to approve alternative work schedules, we do encourage that any such request be fairly considered.