

AGREEMENT
for 1998-1999 and 1999-2000

Indiana University-Bloomington and Communication Workers of America (CWA), Local 4730

1. TERM OF AGREEMENT - Establish a two-year term of agreement for the fiscal years 1998-99 and 1999-2000, with the following understanding:
 - a. The Parties agree that the policies agreed upon will remain in effect for two (2) years and will not be modified or changed except by mutual agreement by the Parties. No new policies involving matters for which bargaining is required will be implemented by the administration during such 2-year period without negotiations with CWA.
 - b. The Parties further agree that during the 2-year period, either party may call a meeting upon reasonable notice for the purpose of discussing new developments or changes that have a meaningful impact on the terms and conditions of employment of employees in the bargaining unit.
 - c. The Parties agree that they will meet annually to discuss the distribution of any funds allocated for wage increases.

2. WAGES - Allocate the budgeted wage increase funds for 1998-99 and any wage increase funds budgeted for 1999-2000 in accordance with the wage progression model as recommended by the University-CWA work committee and described below:
 - a. Wage Progression Model for Appointed Staff Support:

| Components of Distribution | Cost-of-Living plus 0.5% | Amount over Cost-of-Living plus 0.5% | | Measure |
|---|--------------------------|--------------------------------------|---------------|---|
| | | First 1% | Over First 1% | |
| Across-the-Board | 100% | | | National Consumer Price Index for all urban consumers, change of average 12-month thru Jan. |
| Longevity | | 75% | 50% | Total years of service, adjusted service date |
| CWA has agreed to be a part of any discussions with the goal of developing universal guidelines for the performance/merit component of the wage progression plan. However, since the Bloomington campus does not have universal performance/merit measurement guidelines, this part of the formula will not be implemented until this goal has been achieved. Until jointly developed universal evaluation guidelines are in place, any funding available above the cost of living plus 0.5%, will be distributed using the longevity portion of the formula. | | | | |
| Performance/Merit | | 25% | 50% | |

- b. For 1998-99, the funds allocated for wage increases is an amount equal to 3.5% of the support staff budget. This increase, in accordance with the above wage progression model, will be effective July 1, 1998 and will be distributed as described below. However, if application of the above increase would result in an employee's pay exceeding the maximum of his/her pay grade, or if an employee is currently paid in excess of his/her respective pay grade, then the employee will receive all or a portion of the increase in a lump sum bonus so that their base compensation remains **within** the pay range. Pay ranges will be adjusted by 2.7% at the midpoints before the following calculations are made:
- X Across-the-Board (CPI + 0.5%): $2.2\% + 0.5\% = 2.7\%$ **Across-the-Board**
 - X First 1% over 2.7%: **0.8%** (100% of which will be distributed based on longevity)
 - X Longevity calculation (0.8% of total budget for support staff divided by total adjusted years of service of all staff support employees =amount per year of service:
 $0.8\% \times \$37,610,533 = \$300,884$; $\$300,884 / 16,400 = \18.35 **per year of service**. The final amount for each employee will be rounded to the nearest cent per hour.
3. Amend Policy 2.1 EMPLOYMENT OF STUDENTS/MINORS, Part B, Paragraph a(1) to provide that no minor less than 16 years of age can be employed unless specific approval is obtained from the vice president or chancellor.
 4. Amend Policy 2.6 PROCESS FOR RECRUITMENT/SELECTION, Part B, Paragraph 6, to provide selection criteria for filling support staff positions. These factors mirror those listed in Policy 2.7 governing transfers and promotions of support staff employees. Amended Policy 2.6 attached.
 5. Reference Policy 2.8 WORK SCHEDULES, HOURS, UNIFORMS - A memo will be prepared by Human Resources Management and distributed by August 1 to Deans, Directors, and Department Heads advising them that allowing employees to work through lunch to shorten the work day is legal in Indiana and permissible as part of an alternative/flex time schedule or as requested on an occasional basis with the *mutual* agreement of the supervisor and the employee.
 6. Reference Policy 2.10 TRAINING AND EDUCATION - A subcommittee comprised of representatives of the Library, Human Resources, and CWA will be formed to study the cross training and job rotation program and make recommendations accordingly.
 7. Amend Policy 2.13 ABSENCES WITH/WITHOUT PAY AND BENEFITS, Part C, adding new Paragraph 3, to clarify that unapproved, unpaid absences may be considered excessive and subject to corrective action. Amended Policy 2.13 attached.
 8. Amend Policy 2.14 OVERTIME, Part B, Paragraph 1, regarding time records, to clarify that it is the employee's responsibility to record all hours worked while it is the department's responsibility to maintain the time records and submit them to payroll. Amended Policy 2.14 attached.
 9. Delete Policy 2.15 TEMPORARY WORK AND PAY and amend Policy 3.13 SALARY ACTIONS FOR TEMPORARY ASSIGNMENTS (described in Paragraph 11 of this Agreement).
 10. Amend Policy 3.1 COMPENSATION PHILOSOPHY to provide that any additional compensation for which there is a tax liability is subject to negotiations. Amended Policy 3.1 attached.
 11. Amend Policy 3.5 POSITION DESCRIPTIONS AND JOB SPECIFICATIONS clarifying that degrees should not be required without rationale from the department and approval by Human Resources. Amended Policy 3.5 attached.
 12. Amend Policy 3.13 SALARY ACTIONS FOR TEMPORARY ASSIGNMENTS, adding new Paragraph 8, requiring temporary assignments of six months or more to be filled through internal posting as defined in Policy 2.5. Should the position later be made permanent, the department *will not* need to re-advertise the position if the employee assigned was selected through the internal posting. Amended Policy 3.13 attached.

13. Reference Policy 4.3 RETIREMENT - A brochure will be created outlining the university related benefits available to employees when they retire with IU retiree status.
14. Reference Policy 4.4 FEE COURTESY - The Fee Courtesy form will be amended to include a list of the fees that are waived or prorated. The student activity fee is prorated and the health center fee is waived.
15.
 - a. Amend Policy 5.1 HOLIDAY to clarify that any portion of a bonus holiday may be taken as soon as it is received.
 - b. Amend Policies, 5.1 HOLIDAY, 5.3 VACATION, and 2.16 TERMINAL PAY to provide the combining of bonus holidays with vacation in the year 1999, 2000, or when the Human Resources Information System is operational. At that time other policies affected by this change will also be modified. Amended Policies 5.1, 5.3 and 2.16 attached.
16. Reference Policy 5.2 SICK (INCOME PROTECTION) - It is the University's intent to establish a University-wide group to study and recommend a program to address the issue of assisting employees with no leave accumulation when they are suffering from a serious illness. CWA will be a part of this group.
17. Amend Policy 6.4 CORRECTIVE ACTION, Part C, Paragraph 2, to provide that while suspensions without pay are not part of the regular discipline process, an employee may be suspended with pay while the university investigates a situation. Amended Policy 6.4 attached.
18. Amend Policy 6.5 SEPARATION clarifying under Part B, new Paragraph 4, that unless an employee is on income protection, the employee must be present on the last day of work. Amended Policy 6.5 attached.
19. Policy 6.6 PROBLEM-GRIEVANCE RESOLUTION PROCEDURE - Amended Policy 6.6 attached. Modification highlights:
 - a. Amend Part E to add immediate supervisors (Level 1) to the grievance process by adding another appeal level. Appeals to Dean, Director, Department Head and Human Resources are changed to Level 2 and 3, respectively. *Time limits are reduced* at these levels to allow for the addition of a new appeal level without overly extending the process.
 - b. Amend Part D, Paragraphs 1(a) and 1(b) to clarify that in addition to a non-probationary employee, a "grievant" is also defined as a group of such employees or the authorized representative of such employees.
 - c. The entire Policy was revamped for better organization and clarification of information.
20. Amend Policy 6.10 NON-DISCRIMINATION UNION ACTIVITY to emphasize that employees shall not receive special compensation or privileges for refraining from union activity or membership. Amended Policy 6.10 attached.
21. Reference Policy 7.1 OCCUPATIONAL UNITS (For Support Staff, Bloomington) - Representatives of CWA and Human Resources will continue to meet to revise the list of occupational units.
22. Reference the GUIDELINES FOR REVIEWING CUMULATIVE TRAUMA CLAIMS as contained in a September, 1997, memo from Larry Stephens, Director of Risk Management - Amend Paragraph 3, to clarify that the University will pay the initial Health Center visit and the employee's lost time to attend that visit, to determine the compensability of the cumulative trauma claim. Original Memo and amended Paragraph 3 attached.

ACCEPTED AND AGREED:

FOR COMMUNICATION WORKERS OF AMERICA, LOCAL 4730:

CWA Representative

Date

CWA Representative

Date

FOR INDIANA UNIVERSITY-BLOOMINGTON:

IU Representative

Date

IU Representative

Date