

Indiana University and CWA Local 4730 Agreement
2000-01 and 2001-02

Policies for Support Staff Employees at Bloomington

Indiana University Administration and CWA Local 4730 are agreeable to the following for the fiscal years 2000-01 and 2001-02.

1. Wage Adjustment

- A. Effective July 1, 2000, the 3.5% budgeted wage increase allocation will be distributed using the wage progression formula as previously agreed, and using all three (3) wage progression components – across-the-board, longevity, and merit. The increase amount is calculated on the employee's hourly rate and rounded to the nearest cent per hour. If application of the increase would cause an employee's pay to exceed the maximum of the respective pay grade, or if an employee is currently paid in excess of the pay grade, then the employee will receive all or a portion of the increase in a lump sum.
- B. For the 2001-02 wage re-opener, the parties agree to continue discussions of the wage progression formula. The parties agree that any longevity calculation will be prorated on a monthly basis.

2. Process for Recruitment and Selection, Policy 2.6

Paragraph B.8 will be organized into 3 paragraphs, and be modified as follows:

Paragraph A. Current language, "Notification of acceptance can be made directly by the department or through University Human Resources (UHR). In either case, the department must notify UHR when the applicant is accepted."

Paragraph B. Revise the next sentence as, "The department *shall* (replaces "should") then inform *all* (replaces "other") applicants for the position in writing *or by email* that the position has been filled." Follow with the last sentence in the old paragraph, as modified, "*Notification to applicants that are also Support Staff employees shall also include the name of the person selected, the person's seniority date if an IU employee, and the basis for the selection, i.e., qualifications, seniority, other.*"

Paragraph C. "UHR will then place on a recorded telephone message the name of the person selected and the position. *UHR will replace the telephone recorded message with weekly updates on the UHR website, once that page is established.*" (The information previously provided concerning the selected applicant's seniority date and reason for selection is now included in the department's notification to Support Staff employee applicants.)

3. Promotions and Transfers, Policy 2.7

- A. Amend paragraph B.2 as follows: “Unless otherwise mutually agreed to by the parties and except for openings occurring in jobs of a unique nature requiring unusual skills and abilities, an employee must work on a job for at least *four* (replaces “six”) months before requesting a change to another job.”
- B. Amend paragraph D.4, as follows, “University Human Resources (UHR) will then place on a recorded telephone message the name of the person selected and the position. *UHR will replace the telephone recorded message with weekly updates on the UHR website, once that page is established.*” (The information previously provided concerning the selected applicant’s seniority and reason for selection is now included in the department’s notification to Support Staff employee applicants.)

4. Work Schedules, Policy 2.8

- A. Amend Section B, paragraph 1, as follows, “The basic full-time work schedule (remove “normally”) consists of 40 hours in each week. Schedules different than 40 hours per week are to be approved by campus Human Resources/Personnel Management with written notification to Payroll.”
- B. Amend Section B, paragraph 2, as follows, “Staff members should not be scheduled to work on a regular basis on more than six days of the week. Administrative office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, with one hour off for lunch each day, unless a different schedule is necessary for proper functioning of the department. *Alternative work schedules are permitted.*” (Per Policy 2.18)

5. Probationary Period, Policy 2.9

Amend paragraph A.2, as follows, “If it is decided at any time during or at the end of the initial university probationary period that the employee has not had sufficient time to satisfactorily complete the probationary period, it may be extended by informing the employee in writing. *Upon receipt from the department, Human Resources will provide a copy of the extension notice to the union.*”

6. Overtime, Policy 2.14

Amend paragraph E.2 as follows, “All compensating time-off accumulated by an employee in excess of forty (40) hours on *November 1*, shall be paid in the first pay period following *November 1*.” This reduces the twice per year payment of compensating time over 40, which previously occurred in March and September, to one time per year, later in the year. This change is intended to provide additional time to the department and the employee to schedule the time off before it must be paid or scheduled.

7. Position Classification, Policy 3.6

Under Procedure Reference, paragraph 9, “If a position classification is changed:” revise paragraph a, as follows, “An increase becomes effective *at the start of the pay period after it is approved by the responsibility center and the appropriate budget office through FIS, provided UHR has received the position analysis questionnaire.*” This amendment recognizes that the employee is performing the duties of the higher classification and provides the employee with the corresponding compensation, while the reclassification is finalized.

8. Promotional Increases, Policy 3.10

Amend paragraph 5 by combining paragraph b., “is at least a 5% increase, and paragraph h., “is no more than the same relative position within the salary range, and list as “b”.
Renumber subsequent paragraphs.

9. Salary Actions for Temporary Assignments, Policy 3.13

Under Procedure Reference, delete paragraph 2, “Filling in for a vacationing supervisor or co-worker shall not result in a salary adjustment or special compensation.” Renumber subsequent paragraphs. The result of this change is that a salary adjustment will be provided during periods of vacation subject to the provisions of this policy.

10. Fee Courtesy, Policy 4.4

Add to policy and website, reference information on the Bursar’s Office for the fee schedule.

11. Holidays, Policy 5.1

Revise Paragraph 3.b. as follows, “Campus Holiday, Martin Luther King, and Friday after Thanksgiving: Any appointed employee required to work on Martin Luther King Day or Friday after Thanksgiving is allowed an additional eight (8) hours *of pay* or time off (prorated by FTE for part-time staff). *The choice of pay or time-off will be at the discretion of the department.* The date selected shall be mutually agreeable within two parameters: it shall not provide an undue hardship on the department and it shall be used by the end of the last full pay period of the following year, otherwise it is lost.”

12. Vacation, Policy 5.3

A. Under section B, Use of Vacation, add new paragraph 5, as follows, “*Vacation time used in the pay period in which January 1st falls will not be counted against the annual limit of 200 hours that may be used in any given year. However, all vacation hours used will be deducted from the vacation time that the employee has accrued.*” Renumber subsequent paragraphs 6 through 9.

- B. Place in this policy, under section B, Use of Vacation, new paragraph 10 (formerly paragraph 16, in 7.4D), the following provision as amended, “Annually, on or about January 1st, the administration will notify each employee in the bargaining unit of the vacation hours s/he has accrued and the number of hours which may be used during the calendar year. *Employees will also be reminded of the maximum amount of vacation that can be paid at the time of separation.* Additionally, references to relevant vacation policies will be included in the notice.”

13. Funerals/*Bereavement*, Policy 5.8

- A. Add “*bereavement*” to the policy title as noted above and to paragraph C, as follows, “The number of hours absent to be charged to funeral/*bereavement* leave should be reported on the Payroll Voucher.
- B. Amend paragraph A, as follows, “An appointed staff member *shall* (replaces “may”) be granted up to three working days (24 hours for 100% FTE and prorated for part-time FTE of 50% or greater) with pay within one week from the date of death of a parent, brother, sister, in-law relative of the same degree, spouse, child, grandparent, grandparent-in-law or grandchild. An appointed staff member *shall* (replaces “may”) be granted up to three working days (24 hours for 100% FTE and prorated for part-time staff of 50% or greater) with pay within one week from the date of death of some other relative of whom the employee is the sole survivor.” The remainder of paragraph A and all of paragraph B are unchanged.

14. Corrective Actions, Policy 6.4

- A. 1) Modify Paragraph D.2 as follows, “An employee has the right to have a union representative present at any disciplinary meeting *or any meeting where the employee has reason to believe that disciplinary action may be taken.* The employee shall be provided with a reasonable opportunity to make arrangements for the attendance of a union representative.”

2) The university will distribute a memo to supervisors advising them of their responsibility to notify an employee when a meeting might lead to discipline.
- B. Amend paragraph D.3 as follows, “Employees *and the union* shall be provided with copies of corrective action taken against the employees and which have been placed in their personnel files. Corrective action reports which are twelve (12) months or more from the date of the current offense will not be used for the purposes of imposing additional corrective action on an employee, provided there has not been a corrective action for an offense of a similar or related nature in the interim.”

15. Grievance and Mediation, Policy 6.6:

- A. Under Mediation Procedure, revise paragraph 1.a, as follows, “The university or CWA may request mediation of a pending grievance by notifying the other party in writing within *ten (10)* (replaces “fifteen (15)”) work days of the Level III response. This change makes the time limit the same for requesting mediation or arbitration after Level III.
- B. Add to Section D, Procedure:
 - a) Under paragraph 3, Time Limits, add new paragraph *e*, “*An employee who believes that s/he has a grievance but wants to attempt to resolve the matter through the Fair Treatment process should request a waiver of the time limits for filing a grievance pending the completion of the Fair Treatment process. Such request must be made within the ten (10) day time limit for filing a grievance.*”
 - b) Under paragraph 4, Determination of Grievance Steps, add new paragraph *d*, “*Either party may elevate the filing of an initial grievance to a higher, more appropriate step, with the mutual agreement of Human Resources and the union or the employee, if union representation has been waived.*”
 - c) Consolidate current cost information under new paragraph 7, entitled, “*Costs of Mediation and Arbitration*”, stating: “*Mediation and arbitration fees and expenses shall be shared equally between the university and CWA, or the university and the grievant, if CWA representation has been waived. All other expenses shall be the responsibility of the party incurring the expense.*” Remove similar provisions from Mediation, 3.h and Arbitration, 7.a, and renumber subsequent paragraphs.

16. Union Release Time, Policy 6.12

Add new paragraph *C.3*, as follows, “*The university will allow designated stewards for CWA Local 4730 up to one shift off with pay annually to attend steward training, subject to the procedures in this policy. The university shall be provided an opportunity to make a presentation during the program.*”

17. Health and Safety, Policy 6.14

- A. Amend the first paragraph, under section B, as follows, “Indiana University recognizes its on-going responsibility to provide a safe and healthful working environment. All employees and CWA have a responsibility to cooperate with the university in achieving this objective. The university *will* (replaces “this includes making reasonable efforts to”) promptly investigate and address health and safety issues.”

- B. Add new paragraph C, as follows, *“Toxic Substances. In accordance with the Indiana University Hazard Communication Program, whenever a substance is identified as being toxic, prior to any clean up or removal of the substance, the University shall determine the nature of the substance, its toxic properties, and the safe and recommended method of working with the substance, including the appropriate personal, protective equipment necessary when working with the substance. The University shall supply a copy of the information to the affected employees and to the President of CWA, Local 4730. Any clean-up shall be under the supervision of an Industrial Hygienist, or other similarly qualified professional, who shall have the authority to immediately stop work to protect the safety and health of workers or to prevent harm to the environment.”*
- C. Add new paragraph D, as follows, *“IOSHA Inspections. Should a compliance officer from IOSHA determine that a CWA Local 4730 representative should accompany the compliance officer on an inspection of an IU facility or worksite, and/or to participate in opening and/or closing conferences, the Office of Environmental Health and Safety shall contact the designated CWA representative. CWA Local 4730 shall be responsible for providing to Environmental Health and Safety an up-to-date list of CWA representatives, listed in the order in which they are to be contacted. Each CWA contact should maintain a copy of said list and shall provide to her/his supervisor in the event of a request by IOSHA to participate. The supervisor shall make every effort to release the employee and without loss of pay.”*

18. Seniority

The university and CWA agree with the concept of bridging – accounting of previous university service. This issue is currently being studied with the plan to apply any change in calculating prior university service prospectively for all policies in which a service date is used. UHR will provide CWA with a copy of a written recommendation to the PeopleSoft development team to bridge prior university service.”

19. Policy Manual

- A. Distribution: The university will continue to supply 250 copies of the Support Staff personnel policies manual to CWA 4730 on Bloomington campus.
- B. Manual Revision – A joint CWA-IU team will continue its work updating and revising the Support Staff Personnel Policies Manual. The revised manual will be provided to CWA for review prior to implementing.

20. Parking Permits for CWA Officers

The university shall provide CWA with two (2) departmental parking permits. The permits allow parking in the university’s parking lots and service areas. The vehicle must be registered with the university and have a current parking permit.

21. Equity Adjustments

In the Guidelines for Salary Adjustments for Support Staff, issued by Andy Heck in June, 1999, revise the 5th paragraph under General Principles, as follows, "A salary adjustment should not exceed 10% of the employee's current salary. This amendment removes the former limitation that an adjustment cannot exceed the midpoint of the salary range. (attached)

Accepted and Agreed

For Communications Workers of America, Local 4730:

CWA Representative Date

CWA Representative Date

For Indiana University:

IU Representative Date

IU Representative Date