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### BLS Contract Collection

**Title: Indiana, University of and American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 832 (2004)**

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**Staff covered by this policy**

This policy applies to all appointed staff at IU.

**Policy**

WHEREAS, it is the policy of the Trustees of Indiana University to receive and consider suggestions and advice from the university employee staff in the formulation of policies and in the solution of problems affecting the general welfare of, the working conditions of, and the services rendered by the staff personnel of the university; and

WHEREAS, the rights of employees, independently, to associate themselves together, whether that association is known as a union or by some other name, is recognized in Indiana, and there is no legal bar to the collective presentation of their employment interests to the public officials charged with the duty of fixing the terms of employment (Indiana Attorney General Opinion #55); and

WHEREAS, subject to law and the paramount requirements of public service, the interests of Indiana University are served by provisions for orderly methods and procedures for the collective presentation of employee-employment interests, if employees so desire; and

WHEREAS, effective employee organization and management cooperation in the university requires a clear understanding of the respective rights and obligations of employee organizations, university administration, and University Trustees;

NOW, THEREFORE, the Trustees of Indiana University adopt the following procedures for the recognition of employee organizations and the consideration of collective presentations of their views, suggestions and employment interests. These provisions will not be construed as the relinquishment by the Trustees of their obligations, responsibilities and authorities, conferred upon them by the people of the state through legislative statutes to act in final judgment on the management of institutional affairs in the public interests, nor as a recognition by the Trustees of a right to strike by employees of the university, or of a right to take any other concerted action to impede, or to threaten to impede, the Trustees or administrative officials in the operation of the university.

**Section 1**

(a) Non-academic appointed employees of the university will have the right, freely and without fear of penalty or reprisal, to form, join and assist any lawful employee organization, or to refrain from any such activity. (b) The rights described in this section do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

**Section 2**

(a) The term employee organization will mean any lawful association, labor organization, federation, employee council, or brotherhood having as a primary purpose the improvement of working conditions among university non-academic appointed employees, but such term will not include any organization (1) which asserts the right to strike against the State of Indiana or any agency thereof, or to assist or participate in any such strike, or which imposes a duty or obligation to conduct, assist or participate in any such strike, or (2) which advocates the overthrow of the constitutional form of government in the United States, or (3) which discriminates with regard to the terms of conditions of membership because of race, color, age, religion, national origin, disability, ethnicity, gender, marital status, sexual orientation, or veteran status.

(b) The term appropriate staff unit means any unit agreed to by the university and an employee organization entitled to and seeking exclusive recognition in accordance with the terms of this document and the guidelines established by university officials delineating appropriate staff units. In the event of a disagreement between officials representing the administration of the university and the employee organization concerning the composition of an appropriate staff unit, the President will designate an appropriate staff unit.

### **Section 3**

(a) University officials will accord exclusive recognition to employee organizations which request such recognition in conformity with the requirements specified in Sections 2 and 4 hereof except that no recognition will be accorded to any employee organization which the Trustees consider to be subject to corrupt influences or influences opposed to basic democratic principles. (b) Exclusive recognition of an employee organization will continue so long as such organization satisfies the criteria of this directive applicable to such recognition unless the majority of the appropriate staff unit employees determine that the exclusive representation designation should be discontinued, in accordance with the requirements specified within Section 4 and the related Administrative policy and procedures. Nothing in this directive will require the university to determine whether an organization should become or continue to be recognized as exclusive representative of the employees in any unit with 12 months after a prior determination of exclusive status with respect to such unit had been made pursuant to the provisions of this directive. (c) Exclusive recognition will not preclude any employee or group of employees regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable rule, regulation, or established policy, or from choosing his own representative in a grievance or arbitration proceeding, so long as that representative is not another employee organization or a person directly or indirectly related to another employee organization. The term another employee organization will mean with respect to an employee of an appropriate staff unit, any employee organization other than the employee organization recognized as the exclusive representative for employees in such appropriate staff unit.

### **Section 4**

(a) Administrative officials will recognize an employee organization as the exclusive representative of the non-academic appointed staff employees of an appropriate staff unit when such organization is eligible for exclusive recognition and has been designated or selected by a majority of the non-academic appointed employees in the appropriate staff unit as the representative of such employees, except that for purposes of exclusive representation, administrative officials, assistants, supervisors who officially evaluate the performance of employees, and employees who provide confidential support services to administrative officials who formulate or effectuate administrative policies in the field of labor relations will not be included within the definition of non-academic appointed employees. Administrative procedures and requirements for determining whether a majority of the non-academic appointed employees in the appropriate staff unit desire to designate an exclusive representative, or for determining whether the majority of the non-academic employees in the appropriate staff unit no longer wish to continue to be represented by the exclusive representative will contain provisions authorizing that an election will only be conducted when a petition has been received indicating that at least 30 percent of the employees within the appropriate staff unit favor an election and that a prior election concerning exclusive representation has not been held during the 12-month period preceding receipt of the petition.

(b) When an employee organization has been recognized as the exclusive representative of employees of an appropriate staff unit it will be entitled (1) to speak on behalf of all non-academic appointed employees within the appropriate staff unit and will be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership; (2) to be given the opportunity upon request of the employee to be represented at discussions between administrative officials or their representatives and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees; (3) to call for discussions, with administrative official representatives for the purpose of negotiating joint written recommendations to the Trustees of the university on matters of personnel policy and working conditions, such discussions to commence after February 1st and conclude by June 15th, or ten calendar days after the conclusion of a coinciding session of the state legislature, whichever is later. The administrative officials and representatives of the exclusive representatives designated to participate in these discussions will meet as frequently as necessary and make an earnest effort to come to agreement concerning joint written recommendations. In the event that there are unavoidable circumstances which delay the designated administrative officials and the representatives of the exclusive representative from reaching jointly agreed upon recommendations by the end of the discussion period, the discussion period may be extended by mutual agreement. This privilege will not be construed to extend to such areas of discretion and policy as the mission of the university, its budget as approved by the Board of Trustees including the wage and salaries portion designated for non-academic appointed employees in the appropriate staff unit, its organization and assignment of its personnel, or the technology of performing its work; and (4) to have organizational membership dues collected by paycheck withholding upon signed written request of employee conforming to law. The exclusive representative may make proposals to

and negotiate with administrative officials over how the designated wage and salaries budget funds for non-academic employees' wages and salaries should be allocated among the non-academic employees in the appropriate staff unit. In addition to the discussions provided under **Section 3**, the exclusive representative is entitled to call for a special conference with administrative officials whenever there are substantial new developments or changes that may have a meaningful impact on either the job security or working conditions of the non-academic appointed employees in the appropriate staff unit. Other formal rules and conditions for discussions between administrative officials and exclusive representatives of appropriate staff units may be established from time to time as necessary by the Trustees of the university.

## **Section 5**

Management officials retain the right and responsibility, (a) to direct employees of the university; (b) to hire, promote, transfer, assign, and retain employees in positions, and to suspend, demote, discharge, or take other disciplinary action against an employee; (c) to relieve employees from duties because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the university.

## **Section 6**

Administrative procedures for the handling of employee grievances will contain the following provisions and conditions: (1) any grievance and arbitration procedure will extend only to the interpretation or application of university policy and not to changes in or proposed changes in university policy and not to changes in or proposed changes in university policy; (2) the aggrieved employee or employees will have the right to have a non-academic appointed employee representative of his/her own choosing speak for his/her interests at any step of the grievance resolution process and either a non-academic appointed employee or any other representative of the aggrieved employee or employees' choosing at an arbitration hearing provided such representative of the employees' own choosing is not either directly or indirectly a representative of another employee organization or a person directly or indirectly related to another employee organization as provided in Section 3(c) hereof; (3) procedures established may include provisions for the arbitration of grievances, which (a) will be advisory in nature with any decisions or recommendations subject to the approval of the president of the university or president's designee; and (b) will be invoked only with the approval of the individual employee or employees concerned. Nothing in this section will preclude the recognized exclusive representative and the administrative officials from permitting, by mutual agreement, the participation of a staff representative of the recognized exclusive representative at any step of the grievance resolution process.

## **Section 7**

Solicitation of membership, dues, or other internal employee organization business will be conducted on non-duty hours of the employees concerned.

Officially requested or approved consultations and meetings between management officials and representatives of recognized employee organizations will, whenever practical, be conducted on official time, but the president of the university or president's designee may require that such meetings be conducted during the non-duty hours of the employee organization representatives involved.

## **Section 8**

(a) The university will not continue to employ any person who participates in, threatens, or encourages any strike, slowdown, work stoppage, or other interruption or interference with the activities of the university. (b) A person separated from employment for knowingly violating the above conditions may, subsequent to such violation, be appointed or reappointed, employed or re-employed but only upon the following conditions: (1) such person will be on probation for a period of two years following such appointment or reappointment, employment or re-employment, during which period he/she will serve at the pleasure of the appointing officer or body without recourse to grievance procedures; (2) such person will be considered a completely new employee for purposes of vacation, allowance, sick leave accrual, and other benefits related to length of service, except retirement benefits as established from time to time by law.

### **Staff covered by this policy**

This policy applies to all appointed staff at IU.

## **Article 1**

When an employee organization has been accorded exclusive recognition of a representation unit, stewards may be designated by the employee organization in accordance with work areas and shifts so employees will have access to a steward in their working areas. Names of stewards and assigned areas must be furnished to the campus Human Resources office who in turn will advise all unit management personnel concerned. Employees and stewards will be allowed reasonable opportunity for discussion of complaints or grievances subject to the approval of the supervisor of each as to the earliest practical time when they both can be spared from the job.

## **Article 2**

Recognized employee organization officers will obtain permission from their immediate supervisors when it is necessary for them to leave their jobs in order to discharge the tasks arising out of the Conditions for Cooperation. Such permission will not be unnecessarily withheld. Officers thus engaged will report back to their jobs and will suffer no loss in pay or other benefits as a result thereof, provided the time thus spent is kept at a minimum.

## **Article 3**

When an employee organization has been given exclusive recognition of a representation

unit, it will have available to it copies of the following administrative materials and information that are pertinent to the employees of the representation unit:

- Published Trustee policy and administrative procedural directives related to personnel administration within the representation unit
- Published classification descriptions
- Published schedules of salary grades and ranges

#### **Article 4**

No administrative officer of Indiana University and no managerial, supervisory or administrative representative of an administrative officer will cause work normally performed by a regularly appointed member of the staff to be performed by an independent contractor thereby causing loss of employment by any regular appointed employee as a penalty or reprisal for employee organization membership or activity authorized by the Board of Trustees in their Conditions for Cooperation and articles made a part thereof.

#### **Article 5**

Articles of Cooperation to implement and supplement the Conditions for Cooperation in local situations and having solely local application will be permissible, subject to review by the Board of Trustees. Agreements on such articles, between the University Administration and employee organizations with exclusive recognition, will become effective as of the regular Trustee meeting for which the agreements are placed on the agenda unless or until rescinded or amended by the Trustees.

#### **Staff covered by this policy**

This policy applies to all appointed Service Maintenance staff at IUB.

#### **Article 5. *continued***

##### **BLOOMINGTON CAMPUS ADMINISTRATION**

Under authority of Article 5. the following Articles of Cooperation have been agreed to between the University Administration and AFSCME Local 832 representing the Service and Maintenance staff on the Bloomington Campus.

#### **Article 5.A. (Revised in 1982-See Policy 6.5 for present language)**

Supervisory written reports, made after a date established one week following effective date of this Article, of unsatisfactory work or job conduct of an employee in the presentation unit, of which the employee was not made aware, shall not be used against the employee to support a disciplinary action. The following evidence that the employee was made aware of such reports shall be acceptable.

- a. the employee's signature or initials on a copy of the report, or,
- b. witnessing signature or initials of a steward or officer of Local 832 that the employee was made aware of the report, or,
- c. evidence of delivery of a copy of the report to the employee's last known address by certified mail.

#### **Article 5.B. (Also in Policy #2.7)**

When an employee in the representation unit has bid for promotion or transfer, in accordance with University policies and procedures, to a position within the representation unit, the Administration and Local 832 will cooperate in an effort to assure that such employee, if not accepted for the position, is informed of (a) the name of the person selected, (b) the selected person's seniority date, and (c) the basis for selection, i.e., best qualification or most seniority. The Administration's effort will include notification in writing to such bidders from outside the department where the opening occurred.

**Article 5.C.**

At least once a year, and no more than twice each year, the Administration will prepare and provide for Local 832 a list of all employees of the representation unit, as complete as practically possible, showing the University seniority date of each individual; and, once each month, the Administration will provide Local 832 a list of the employees appointed to or separated from the representation unit. These lists shall be deemed correct as to an employee's seniority date unless the employee or steward notifies the Administration in writing of any alleged error, or vice versa. Disputes concerning seniority dates shall be resolved as soon as possible.

**Article 5.D.** (Also in Policy #5.12)

When appropriately applied for, and subject to department head recommendation of restriction because of hardship to the University, leaves of absence (without pay) will be given to members of Local 832 for activities of the AFSCME Union that are in the interest of Local 832 and Indiana University, up to a total of three (3) months in any period of five (5) years, subject to request for and approval of extension, under the same conditions, not to exceed a total of three (3) months in the same five (5) year period.

**Article 5.E.**

The following is from a memorandum of understanding concerning a procedure experiment between AFSCME Local 832 and the Bloomington Campus Administration relative to use of the Problem- Grievance Settlement Procedure in coordination with Section 6. (b) and Section 7. of the Conditions for Cooperation...

- a. Problems, proposals, and working-condition complaints, including charges of unfair employment termination, of Local 832 that are of concern in a single unit or department (rather than campus- wide) should be submitted to the unit administration, by Union Stewards as outlined in the Problem- Grievance Procedure.
- b. If administration responses in the first two Settlement Stages are not satisfactory to the Union, the matter may be submitted to Settlement Stage III, by the Union President or other designated officer of the Union.
- c. If the matter brought to Stage III is subject to grievance settlement processes of Stage IV, it will be handled in accordance with the specific procedures of Settlement Stage III, and IV if resorted to.
- d. If the matter is not an arbitrable grievance under Settlement Stage IV provisions, but is negotiable under Section 5. (b) (3) of the Conditions for Cooperation . . . it shall be referred to the regular monthly meeting of the



Joint Fact-finding Committee (three representatives of Local 832; three representatives of the Administration) which, upon meeting, shall convene as an Equal Representation Committee as provided under Section 7. of the Conditions for Cooperation . . .

**Article 5.F.** (Also in Policy #2.14)

If there is a bona fide pay shortage in an employee's check, the correct payment will be made by the University the end of the first working day of the University's FMS-Payroll Department, and not later than the third day, following the day the employee's immediate supervisor is notified of the shortage.

**Article 5.G** (Also in Policy #2.6)

When a regular job opening is posted in accordance with agreement, the posting will note the classification, the pay grade and the shift. The listing will continue to within two weeks of job offer and acceptance.

**Article 5.H.**

At the request of the Local 832 President, an original Occupational Unit Seniority list will be prepared by the Personnel Division for any unit having ten (10) or more Service and Maintenance regular staff employees. Updating and maintenance of the list will become the joint and cooperative responsibility of the Unit Supervisor and Shop Steward.

**Article 5.I.** (Also in Policy #5.1)

AFSCME Local 832 is agreeable to a declaration of a one-day Spring Holiday in lieu of Good Friday Holiday, to be granted during Spring Recess to staff members, with the understanding that staff members entitled to the one day Spring Recess Holiday may request, and be approved by departmental authority, a postponement of the holiday to another day during the calendar year, providing the date selected does not work an undue hardship on the department.

**Article 5.J.** (Also in Policy #5.2)

In interpreting the Personal Affairs allowance of the Income Protection Plan for Necessary Absence, department heads shall not deny the benefit on the basis of undue hardship upon the University when requested at least 48 hours in advance, except on the basis of excessive numbers of such requests for the same day. Further, any denials of a request must be made within two hours following the request, or 48 hours before the requested absence, whichever comes later.

**Article 5.K.** (Also in Policy #2.8, Policy #2.12, and Policy #2.13, (Revised 7/92)  
(Amended 7/98)

For the purpose of occupational unit seniority definition, administrative and professional positions will be considered in different occupational units than Service and Maintenance positions even though these positions are in the same account numbers and/or traditional lines of advancement.

Service and Maintenance staff members who transfer to or are promoted to a job in another occupational unit in Indiana University are entitled to return to their former occupational unit within 60 calendar days of the effective date of the transfer or promotion and regain their unit seniority as of the time they transferred or were promoted from the former occupational unit. In the event of a reduction in force, and assuming sufficient previous seniority, an employee is also entitled to return to his/her former unit with previously accumulated seniority. In this event, the staff member with the least seniority in that unit would be then laid off.

Service Maintenance staff members who are promoted within their occupational unit are entitled to return to their former job classification within 60 calendar days from the effective date of promotion.

**Article 5.L.** (Also in Policy #6.5)(Amended 1998)

A supervisor of a staff member on an SM position must take disciplinary action or a staff member must file a grievance for a specific incident, or notify the other in writing that an investigation of the alleged incident is in progress, within ten (10) work days of knowledge by the supervisor or employee of the incident. Investigations must take place in an expeditious fashion and not be used as simply a method to delay action.

This policy does not preclude the use of past records and documents of incidents of a related nature to support either party's case.

**Article 5.M.** (Also in Policy #6.5)

Local 832 members may make use of all stages of the grievance procedure if they feel the qualifications listed for an SM position vacancy are inconsistent or significantly greater than the realistic demands of the position.

**Article 5.N.** (Also in Policy #6.4)

After twelve (12) months, any Critical Incident Report in an employee's file cannot be used to support disciplinary action.

**Article 5.O.** (Also in Policy 5.1)

If a department closes for Spring Holiday, SM staff members may work and save the floating holiday if they desire.

**Article 5.P.** (Also in Policy #6.5)

In the event of a grievance involving a pay differential filed against the University, unless the parties otherwise agree or unless the Arbitrator otherwise directs, if the grievant prevails he or she shall be entitled to the differential for the period of time that the higher rate should have been received until he or she is actually placed on the higher rated job.

**Article 5.Q.** (Also in Policy 7.4)

All full-time 40 hour per week hourly jobs that might be expected to normally lead to appointment status must be listed just the same as appointed positions. During the posting period, the job may be filled with temporary help.

**Article 5.R.** (Also in Policy #6.5)

The union president and the union steward most immediately involved in a grievance shall be allowed to attend Stage III grievance meetings.

**Article 5.S.**

Recognized employee organizations' chief executive officer and the next highest ranking officer shall be issued IU emergency parking plaques. Plaques shall be transferable to any executive board officer conducting business of the organization.

### **Policy 7.3f - Indiana University and AFSCME Local 832 Agreement 2004-2005 and 2005-2006**

Indiana University Administration and AFSCME Local 832 are agreeable to the following for the fiscal years 2004-2005 and 2005-2006.

1. Wage Adjustment, effective July 1, 2004:

- a. Employees earning below \$25,000 per year will receive a \$625 increase in their base salary.
  - b. Employees earning \$25,000 or more per year will receive a 2.5% increase to their base salary.
  - c. All increases will be rounded to the nearest cent per hour.
  - d. In accordance with the July 1, 2002 Agreement between Indiana University and AFSCME Local 832:
    - i. Employees whose positions were reclassified to a lower pay classification after July 1, 2002, will receive any annual wage increase in the form of a lump sum until their pay rate matches the salary rate for the new classification.
    - ii. Employees whose pay rates were not frozen prior to July 1, 2002, will continue to receive their salary increase to their base salary.
  - o In the 2005-2006 wage re-opener, the parties agree to meet to discuss the distribution of any funds allocated for wage increases.
2. Policy 2.6 *Advertising Job Openings* modifies the posting procedure to provide three levels of listing a position in departments that have more than one Service Maintenance occupational unit. In such departments, a position may be listed in the occupational unit, in the department, or campus-wide. Notice of job openings will be mailed to the union.
  3. Policy 2.7 *Process for Recruitment/Selection* permits a department to use the applicant pool if within 90 days from the ending date (last Saturday of the posting period) of the most recent job position:
    - . The position becomes vacant again
    - a. Another opening for the same job title and classification level occurs in the same unit
    - b. If known at the time of posting, the posting will reflect that more than one job opening is available.
  4. Policy 2.8 *Promotions and Transfers* adds a provision to the end of Paragraph A.4 that employees are responsible for ensuring that their application is up to date before it will be referred.
  5. Policy 2.10 *Probationary Period* Paragraph A.3 caps the extension of the initial 4-month probationary period at two additional months and caps the extension of the initial 12-month probationary period for police officers at two additional months.
  6. Policy 2.14 *Payroll Procedures and Time Cards* requires the department to initiate an adjustment voucher to Payroll no later than the third workday following the

- day the employee's supervisor is notified of an employee's pay shortage; requires Payroll to make the payment to the employee within two workdays of receipt of the adjustment voucher.
7. Policy 2.20 *Separation* modifies Section D, Paragraph 5.a, to require that an employee who is involuntarily separated shall have unpaid wages paid within three work days upon request of the employee.
  8. Policy 2.21 *Personnel Files* provides a link in the web-based policy to guidelines for accessing employee personnel files.
  9. Policy 3.1 *Job Evaluation, Position Classifications* adds a provision to provide that any pay increase resulting from a reclassification to a higher grade level will be effective the date the department head approved the new duties to take effect. If this date is prior to the official reclassification date, then any difference in base salary will be made in a lump sum adjustment to the affected employee.
  10. Policy 5.1 *Holidays* modifies Section C, Paragraph 2, to provide Department Heads with the options of determining pay or time off when employees in the Central Heat Plant and Indiana University Police Department must work non-premium holidays.
  11. Policy 6.4 *Corrective Action*
    - . Modifies Section D, Paragraph 1, to define that a reasonable opportunity to obtain a union representative is within three workdays of the employee's notification of a corrective action meeting.
    - a. Modifies Section D, Paragraph 6, to eliminate the 12-month time limit for corrective action taken for theft, falsification, sexual harassment, workplace violence, other extremely serious offenses, or other types of harassment prohibited by law. Effective with discipline issued after July 1, 2004.
  12. Provides Service Maintenance employees in Residential Programs and Services who are subject to the annual short layoff following the end of the second semester are permitted to use any of their accrued time off during the short layoff period.
  13. Provides a tool allowance for Utilities maintenance and operations workers.



#### **Policy 7.4 - Occupational Units for Service Maintenance Staff at Bloomington**

Following is the list of occupational units for appointed Service Maintenance Staff located at Bloomington. Any department not listed that establishes an SM position will become a separate occupational unit.

Alumni Association  
Art Museum  
Athletics  
Auditorium

Biology  
Bookstore  
Bradford Woods  
Business School

Campus Bus  
Chemistry  
Continuing Studies, School of

Education  
Environmental Health & Safety

Geological Survey  
Golf Course

HPER

I.U. Health Center

I.U. Press

Indiana Memorial Union (IMU)

- a. Administration
- b. Food-Mezzanine Retail
- c. Food-Catering & Maintenance Kitchen
- d. Library Food Court
- e. Food-Tudor Room
- f. Leisure Programs
- g. Maintenance-Crafts
- h. Maintenance-Custodial
- i. Meetings-Support Services Set Ups
- j. Parking
- k. Guest Rooms
- l. Student Activities

Instructional Support Services (Dean of Faculties)

Language & Computer Lab

Library

Mail Service

Mathematics

Mathers Museum (Anthropology)

Maxi Duplicating & Copy Machine

Military Science

Music

Optometry

Parking Operations

Physical Plant

- a. Asbestos
- b. Building Services
- c. Campus
- d. Carpenters
- e. Electricians
- f. Heating
- g. Moving & Set Ups
- h. Plumbers
- i. Refrigeration
- j. Sheet metal
- k. Utilities

Police Department

Printing Services

- a. Duplicating
- b. Printing

Real Estate

Residential Programs & Services

- a. All Kitchens
- b. Electricians
- c. Environmental Operations (Custodial Services)
- d. Food Stores
- e. Laundry Workers

- f. Locksmith
- g. Maintenance
- h. Painting
- i. Pest Control
- j. Plasterers/Masons
- k. Plumbers
- l. Sewing
- m. Stores
- n. Trucking
- o. Upholstery

Risk Management

SPEA

Transportation

Warehouse, IU (Space Management)

When two or more employees have identical occupational unit seniority dates, the tie will be broken based on University Seniority. When a tie still exists, it will then be broken by a lottery system.



### **Policy 7.5 - List of Benefits Applicable to Part-Time Appointed Employees**

<b>Policy #</b>	<b>Policy Title</b>	<b>Benefit</b>
<a href="#"><u>2.16</u></a>	Overtime	Overtime compensation is received for hours worked in excess of 40 hours per week.
<a href="#"><u>5.1</u></a>	Holidays	Hours received are prorated by FTE for employees 50% or greater.
<a href="#"><u>5.3</u></a>	Vacation	Hours earned are prorated by FTE for employees 50% or greater.
<a href="#"><u>5.9</u></a>	Funeral Leave	Hours received are prorated by FTE for employees 50% or greater.
<a href="#"><u>5.2</u></a>	Income Protection Plan (Sick)	Hours earned are prorated by FTE for employees 75% or greater.
<a href="#"><u>4.3</u></a>	Retirement Plan	Employees of 50% FTE or greater are covered.
<a href="#"><u>2.19</u></a>	Terminal Pay	Maximum vacation payment limits are prorated by FTE.

NOTE: This is only a summary listing. See the appropriate Personnel Policy for a full statement of the benefit.

## Policy

1. This policy is administered by University Human Resource Services and is subject to Board of Trustees approved revisions.
2. The university is committed to ensuring uniform and economical management of negotiations and administration of employee representative bargaining units.
3. The Board of Trustees has approved a policy whereby the university recognizes the following existing bargaining units:
  - a. AFSCME Local 832 representing all service-maintenance employees working on the Bloomington campus.
  - b. AFSCME Local 1477 representing all service-maintenance employees on the Indianapolis and South Bend campuses.
  - c. CWA Local 4730 representing all support staff employees on the Bloomington campus and clerical and technical employees on the Northwest campus, with the exception of confidential employees.
4. Any additional employee units seeking recognition as an exclusive representative must become part of one of the bargaining units listed in [3.](#) above.
5. Employees of a single campus will not be considered an *appropriate bargaining unit*. Such employees can only obtain exclusive bargaining rights by voting to join one of the three existing units described above.
6. Dependent on their geographical location, service-maintenance employees on any campus that are not currently represented may vote to opt into the Bloomington or Indianapolis-South Bend unit. Support staff and clerical and technical employees on any campus who are not currently represented may vote to opt into the Bloomington-Northwest unit.

