

**Personnel Policies for
Police Service Staff Employees
at
Bloomington, IUPUI, and South Bend**

These policies are subject to the approval of the Board of Trustees of Indiana University and subject to a vote of the membership of AFSCME for Police Service Employees, local 683. If approved, they shall take effect on February 1, 2013.

Effective February 1, 2013

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Introduction to Personnel Policies for Police Service Staff Employees at Bloomington, IUPUI, and South Bend

These policies are issued to explain the University's personnel policies which apply to Police Service Staff employees on the Bloomington, IUPUI, and South Bend campuses. As such they represent only a portion of the University's personnel policies and procedures. A complete set of the University's personnel policies is available for review on-line at <http://hr.iu.edu>.

The policies are issued for the convenience of Indiana University and AFSCME Police Local 683. It has not been submitted to, nor approved by, the Board of Trustees in its present form. It does not change the authority or intent of policies which the Board of Trustees has approved. Instead, it is an attempt to collect in one place the policies applicable to Police Service Staff employees represented by AFSCME Police Local 683, pursuant to their exclusive representation rights under the Conditions for Cooperation.

The IU Police Department may have additional guidelines and operational procedures designed to assist in the day-to-day management of the department. In case of conflict between such operating procedures and the University's personnel policies, the University's personnel policies shall govern. Such conflicts shall be subject to all stages of the grievance procedure.

There will be times when the contents of this manual change for such reasons as changes in law or the addition of new or modifications to existing programs. Such additions or modifications will be made on the UHRS Web site at <http://hr.iu.edu> and is the official version of the policies. When such changes occur the University will notify AFSCME Police Local 683 and meet if requested to review and discuss them.

University-wide Personnel Policies

(48 total University-wide personnel policies; 12 newly integrated policies are in **BOLD**)

1. Equal Opportunity and Affirmative Action
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9. Benefits, Programs and Services
 - A. Medical and Dental Coverage
 - B. Base Retirement Plan for Support Staff

10. Time Off Benefits
 - A. Family and Medical Leave Act (FMLA)
 - B. Discretionary Leave of Absence
 - C. Leaves for Military Duty and Leaves for Military Families
 - D. Voting and Court Duty
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 - F. **Holidays**
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INDIANA UNIVERSITY

Advertising Job Openings

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ADDITIONAL DETAILS

Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

It is the policy of the University that when it intends to fill a vacant Police Service Staff position, it will determine the level at which the position will be advertised (university-wide, campus-wide, the occupational unit, or the department) and to then advertise the position in a manner that will allow qualified individuals within that level the opportunity to apply.

C. Procedures

1. **Steps prior to advertising a position vacancy**
 - a. Ensure that the campus Human Resources office has classified the position. (See the policy, Position Classification.)
 - b. Ensure that the Position Description is on file with the campus Human Resources office before advertising the position and that the essential and marginal functions of the position have been identified. (See the policy, Establishing Staff Positions.)

- c. Decide at what level the position will be advertised: university-wide, campus specific, or only within the position's department. (See below.)
- d. Coordinate all advertising with the campus Human Resources office before publication of any advertisements.
- e. Alternate formats of position announcements, if requested by an individual with a disability, shall be provided.
- f. Once it is determined by the administration to fill a vacant position, it will promptly be posted for bid as provided herein.

2. Role of campus Human Resource office

- a. The campus Human Resource office advertises all employment opportunities on the University's On-Line Application (OLA) system listed with the Human Resources department. This listing includes full-time hourly positions that might be expected to normally lead to Staff status. Each position should be listed for one week before it is filled. The posting will note the classification, pay grade, and shift.
 1. If a department expects that any hourly job will lead to a Staff position, the department must contact the campus Human Resource office to discuss the need to advertise the position before making a commitment to employ.
 2. During the advertising period, departments may fill the job with temporary help.
- b. All advertising outside the occupational unit of the open position, including trade or professional publications and employment agencies, must be coordinated with the campus Human Resource office.
- c. Departments pay for additional advertising for all positions.
- d. All advertising for positions must carry this tag line: Indiana University is an AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.

3. Role of the University Director of Public Safety office

- a. The University Director of Public Safety office will provide current Police Service Staff with notification of all new IU Police Department vacancies for Police Service.

4. Filling a position from within the occupational unit or department

- a. If a department plans to fill a position from within the occupational unit by promoting or transferring a Staff employee the position does not have to be listed on OLA with the approval of the campus Human Resource office. However, the position must be advertised within the unit to give all qualified employees an opportunity to apply.
- b. Copies of all job openings are available on OLA and will be electronically mailed to the AFSCME Police Local 683 on campus.
- c. See the "Transfers" policy for a description of the general procedures to use when filling a position from within the occupational unit or department.

5. Use of private employment agencies

- a. No position will be listed with a private employment agency without clearance by the campus Human Resource office. Use of private employment agencies will be approved only if other means of recruitment have not been productive, or if there is a reasonable assurance that they will not be productive.
- b. When a position has been approved for listing with an employment agency, the employee may be reimbursed for one-half the agency fee after six months, provided the employee:
 1. Remains with the university for six months;
 2. Does a satisfactory job;
 3. Presents a receipt for fees paid to the agency. Any reimbursement must come from the employing department's budget.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Corrective Action

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ADDITIONAL DETAILS

Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. Workplace performance problems are most appropriately handled by discussion and counseling between the employee and supervisor. This Corrective Action policy is applied in those instances in which more formal corrective action may be required.
2. Corrective action, in its literal sense, is action that corrects or improves. Its purpose in the workplace is to correct or improve job-related performance or behavior, not punish. The University will not exercise its right to use corrective action or separate Staff employees arbitrarily or capriciously.
 - a. Employees who have completed the new employee evaluation period shall not receive corrective action without just cause.
3. It is the university's policy and practice that corrective action be progressive in nature, beginning with the least severe action necessary to correct the undesirable situation, and increasing in severity if the condition is not corrected.

4. In addition to being progressive in nature, it is important that the degree of corrective action be directly related to the seriousness of the offense and the employee's record; therefore, it is possible for steps to be skipped or repeated. The specific corrective action that will be taken depends upon the circumstances of the situation.
5. Appropriate corrective action steps prior to separation may include written warnings, suspensions and/or final warning.
6. All of these corrective action steps will not necessarily apply in all cases as a suspension or separation may be warranted on the first occasion of an extremely serious offense.

C. Procedures

The following procedures shall generally apply to the corrective action process:

1. Employees shall have the right to have a union representative present at any corrective action meeting. In the event that management knows that a meeting will likely result in a disciplinary action, notice of the employee's right to union representation will be provided. Management shall advise the employee of his/her right to union representation at all stages of corrective action. This shall include a reasonable opportunity to make arrangements for the attendance of a union representative. A reasonable opportunity to make arrangements for the attendance of a union representative means within three workdays, and if more time is needed, management will consider the request and its circumstances in consultation with the campus Human Resource office.
2. During any meeting concerning a corrective action matter, the employee must be given a reasonable opportunity to ask questions and provide information or an explanation about the conduct or performance that is under review.
3. In cases where corrective action could include separation or loss of pay, the meeting with the employee shall take place and the supervisor must consider the employee-provided information prior to reaching a final decision.
 - a. Where the safety of persons or security of property is threatened or to prevent disruption of the workplace, the employee may be required to immediately leave the worksite.
4. Employees shall be notified by their supervisor as soon as practical of any work performance or conduct that is subject to corrective action.
 - a. In cases involving loss of pay or separation, such notification must be within ten (10) workdays of the incident or the time the supervisor reasonably became aware of the incident.
5. Written notices of separation must be cleared with the campus Human Resource office before distribution to the employee.

6. Employees shall be provided copies of corrective action taken against them and such correction action shall be placed in their personnel file.
7. Supervisory written reports of unsatisfactory work or job conduct of an employee in the representation unit, of which the employee was not made aware, shall not be used against the employee to support a corrective 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 AFSCME Police Local 683, or
 - c. a copy of the report provided to the executive board of the AFSCME Police Local 683.
8. 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.
9. Provided there has not been a corrective action for an offense of a similar or related nature in the interim, corrective action reports which are twelve (12) months or more from the date of the current offense will not be used for the purpose of imposing additional corrective action on an employee.
 - a. The twelve month limit on the use of corrective action does not apply to any corrective action taken for the following offenses: theft, falsification of University records, sexual harassment, workplace violence, any conduct that could lead to separation for the first offense, or other types of harassment prohibited by University policy or law.
10. Employees covered by this policy may file a grievance concerning any formal corrective action in accordance with the procedures and limitations of the Problem-Grievance Resolution Procedure. During the New Employee Evaluation Period of a Staff employee, no matter concerning the corrective action, layoff or separation of such employee shall be subject to the Problem-Grievance Resolution Procedure.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Evaluation Period for New Police Service Employees

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ADDITIONAL DETAILS

Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. It is the policy of Indiana University that all new Police Service Staff employees will serve an evaluation period to provide assurance that the person employed can satisfactorily fulfill the demands of the position.
2. Police Service Staff employees will serve up to a one-year evaluation period beginning at the start of the Field Training Program (FTO).
3. At the end of the evaluation period the IU Police Department shall inform the employee as to whether the period has been satisfactorily completed or will be extended beyond the twelve month period. The extension can be up to three

additional months for a total of a fifteen month evaluation. The employee shall be informed in writing with a copy to the campus Human Resources office.

4. During the new Police Service employee evaluation period, including any extensions, see the Grievance Procedure for the limitations on an employee's eligibility to file a grievance.
5. During the new Police Service employee evaluation period, a new university employee shall have no seniority until the total evaluation period is completed. Upon the completion of the evaluation period, seniority is acquired as provided for in the Seniority policy.
6. Once the evaluation period has been satisfactorily completed, an employee may not be placed into another new Police Service employee evaluation period unless the employee leaves the university and is rehired.

C. Procedures

If it is decided at any time during the new Police Service employee evaluation period not to continue the-employee's employment, the campus Human Resource office is to be contacted to help determine if a basis for separation exists and whether there is the possibility of a transfer to other work better suited to the individual, before separation from employment occurs. Any transfer opportunities will be subject to the procedures contained in the Recruitment-Selection policy.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Outside Contractors

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Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend.

B. Policy Statement

1. It is the policy of the University administration to utilize its manpower, equipment and facilities to the fullest extent feasible. However, it is sometimes advisable to allow contracts with outside contractors occur. Such occasions arise, among others, when peculiar skills are involved, the work to be performed cannot be economically or efficiently performed by using University personnel or equipment, or where deadlines cannot be met using University resources economically and efficiently.
 - a. State law requires that projects exceeding certain defined amounts must be done through a bid procedure.
-

C. Procedures

1. When the University intends to contract with a private outside contractor to perform a substantial amount of work that has been exclusively and routinely performed by AFSCME Police Local 683 bargaining unit employees as of the effective date of this policy, and this contracting out of work will directly and immediately result in substantial reduction of bargaining unit positions, the University will provide the Union with notice prior to a contract being awarded, except in cases of emergency.
2. As in the past, the administration must reserve the right to make final determinations as to whether work shall be done by university personnel or outside contractors. In making this determination, however, the administration intends to always keep the interests of University personnel in mind. Ordinarily, University personnel and equipment will be utilized whenever it is deemed advisable to do so.
3. Employees in the bargaining unit will not be laid off as a result of the use of prison labor or any other individuals under the jurisdiction of county, state or federal judicial or penal systems.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Premium Pay

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Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. Indiana University recognizes that certain work related circumstances call for additional compensation in the form of premium pay in addition to an individual's base salary. The purpose of this policy is to identify those circumstances, the criteria to qualify for the premium pay, the amount of the premium pay, and the general guidelines for administering the premium pay.
 2. This policy establishes the university's personnel policies on the following premium pay benefits:
 - a. Call back Pay
 - b. Changes in work schedules
 - c. Shift Differential/ Shift Premium
 - d. Stand-by Pay
 - e. Sunday Premium Pay
 - f. Court Appearance & Range Training Pay
-

C. Procedures

1. **Call-back (Call-in) Pay**

- a. A Staff employee who is called back or called in to work after finishing a scheduled work shift or outside the scheduled workday, necessitating an additional trip to and from work outside the normal workday, is compensated at time and one half for a minimum of three hours.
- b. Call-back pay is not applicable if the additional work/shift is scheduled in advance or when the employee is called in early for a scheduled shift or is required to stay after the end of a scheduled shift.
- c. A Staff employee will receive this compensation only once for the same block of three hours regardless of the number of trips back to work during that period.
- d. At Bloomington, travel time is included in the call-back calculation in departments where this practice currently exists at the time of this agreement.

2. **Changes in work schedules**

- a. If a change in an appointed employee's work schedule is made requiring work on a day originally scheduled off, such work is compensated at time and one-half unless the notice of the work schedule change is made to the employee at least five calendar days in advance of the scheduled day off.

3. **Shift differential at IUPUI**

- a. Shift differential is paid for hours worked between 3:00 p.m. and 8:00 a.m. provided a minimum of six consecutive hours is worked during the designated shift differential period.
- b. Shift differential is not paid if the scheduled shift is less than six hours.
- c. An employee who is scheduled, called back, or called in to work outside the normal daily work schedule (and requires an additional trip to and from work outside the normal workday) is eligible for shift differential for time worked between 3:00 p.m. and 8:00 a.m. regardless of the length of time worked.
- d. An employee who is absent and charges time to accumulated paid-time-off benefits, will be paid shift differential if it would have been paid for the time worked. Shift differential is not paid on paid-time-off benefits received as separation pay.
- e. Shift differential is factored into the calculation of overtime for employees who work overtime during the designated shift differential hours. Total earnings (including shift differential) are divided by total hours in pay status to determine the hourly rate for overtime.
- f. The shift differential rate is \$.50 per hour.

4. **Shift differential at South Bend**

- a. The shift premium will be paid according to the following schedule:
 1. For regularly scheduled shifts that begin between 11:30 a.m. and 7:59 p.m., \$0.36 per hour worked.
 2. For regularly scheduled shifts that begin between 8:00 p.m. and 3:59 a.m., \$0.46 per hour worked.

- b. Any work schedule that includes both Saturday and Sunday as regularly scheduled workdays, a 50-cent per hour premium will be paid for all hours worked in the work schedule.
- c. An employee who is regularly scheduled and works a full day on either Saturday or Sunday will be paid the 50-cent per hour premium for those hours.

5. Shift differential at Bloomington (IU Police Department Policy)

- a. Indiana University will provide shift differential pay in the form of extra pay to Police Officers who work late night or early morning hours: 6pm to 5:59am.
- b. The shift differential pay will be a fixed dollar amount per hour based on documented market pay practices within the relevant labor market – for police officers; this amount will be \$0.50 per hour.
- c. Police Officers with pay rates above the published wage structure are not eligible for shift differential pay.

6. Stand-by Pay

- a. A department will establish in consultation with the campus human resources office Stand-by procedures for the department that are consistent with the criteria listed below. The department will determine what jobs are covered and what hours are covered for Stand-by time for the department and provide the information to the employees and to the campus human resources office.
- b. Eligibility for Stand-by pay will be determined in consultation with the department and the campus human resources office and must meet all of the following criteria:
 - 1. Employees are required to be available on call to work at a time that is outside their normal scheduled hours of work.
 - 2. During the designated Stand-by hours, employees who are assigned to Stand-by status are unrestricted in movements or location, but must remain accessible by phone or pager and in a fit condition to work.
 - 3. Stand-by employees must be available and respond within a reasonable time period established by the department.
 - 4. Employees assigned to Stand-by status that cannot be located, who do not respond in a timely manner, or who fail to report to work when called in will forfeit Stand-by pay for that shift and may be subject to corrective action.
- c. At Bloomington, The amount of the Stand-by pay will be one hour's pay for every eight hours on call in Stand-by status.
- d. Employees assigned to Stand-by on-call status are paid \$2.00 at IUPUI and \$1.50 at South Bend, per hour for the designated Stand-by on-call hours. If called back in to work, Stand-by on-call pay is discontinued during the hours the employee is called back in. If called in or called back requiring an additional trip to and from work outside the normal workday, the employee will be compensated for a minimum of three hours at time and one-half plus any other applicable premiums.

7. Sunday premium pay

- a. At South Bend, a premium is paid for work on a Sunday, subject to the following provisions:
 - 1. Sunday premiums are separate from the base wage for the covered positions.
 - 2. The Sunday premium is to be combined with the base hourly rate before the calculation of any overtime rate for hours worked that are covered by a Sunday premium.
 - 3. An employee who is absent and charges time to accumulated vacation or income protection time benefits will be paid the Sunday premium if it would have been paid if the time had been worked.
 - 4. Sunday premium is not paid on paid-time-off benefits received as separation pay.
- b. At IUPUI, time worked between 12:00 a.m. Sunday and 12:00 a.m. Monday is paid at a rate of pay equal to one and one-quarter the employee's hourly rate.
- c. At South Bend, see the Shift differential section above for a description of the Sunday differential on that campus.
- d. At Bloomington there is no Sunday premium pay.

8. Court Appearance & Range Training Pay

- a. A Police Service Staff employee who is required to appear in court for IUPD business or participate in range training will be compensated for a minimum of three hours of pay at their base hourly rate before the calculation of any overtime rate for hours worked.
 - 1. The court appearance or range training time must be a required duty(s) that is assigned and/or approved by a supervisor in advance.
 - 2. The minimum of three hours of pay is provided when the court appearance or range training time is scheduled and occurs outside of the employee's normal work shift or on a day off.
 - 3. A Staff employee will only receive this compensation once for the same block of three hours regardless of the number of court appearances and/or range training time during that period.
 - 4. When an employee receives the three hour minimum payment under paragraph a. above, only the actual time worked will count towards determining if overtime has been worked for the week.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.abcdefghijklmnopqrstuvwxyz>



INDIANA UNIVERSITY

Problem-Grievance Resolution

FULL POLICY CONTENTS

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Sanctions

ADDITIONAL DETAILS

Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. In working together day-to-day, it is normal for employees to have occasional problems or complaints affecting their work-related activities. It is important to resolve these problems as quickly as possible. It is the university's view that most problems can be resolved through informal discussions between the employee and supervisor. However, in some instances this may not be possible, and it is appropriate to turn to the formal grievance resolution process contained in this policy.
2. The following establishes a procedure for the fair, orderly, and timely resolution of such problems or complaints using a review process having up to four steps:
 - [Stage 1](#) is to the immediate supervisor
 - [Stage 2](#) is to the Chief of Police/department director
 - [Stage 3](#) is to the campus Human Resource office in collaboration with the University Director of Public Safety

- [Stage 4](#) is an advisory arbitration hearing for eligible issues.
- 3. Staff shall not be discriminated or retaliated against for exercising rights under this problem-grievance resolution policy. All Staff have the right to use the procedure contained in this policy and the right to obtain representation, if desired, as outlined in this policy.
- 4. Employees are encouraged to use the procedure described in the paragraphs below for settlement of grievances concerning any dispute over the interpretation or application of university personnel policies.
- 5. It is the philosophy of the parties that issues that arise in the employment setting should be discussed as early as possible. The Union is encouraged to come forward with ideas and discussion in an effort to effectuate resolution of problems prior to filing a formal grievance and even before corrective action is taken, where possible. In situations where an employee may be subject to potential termination of employment, if the Union engages the University in a dialogue prior to filing a grievance, and preferably before a final decision is made to discharge an employee, and where the circumstances are appropriate, the University will consider alternatives to termination of employment (such as resignation in lieu of discharge, last chance agreement, etc.). Neither party is required to meet and confer as described above, but it is highly encouraged.

C. Procedures

1. **Eligibility**
 - a. During the New Employee Evaluation period, including any extensions, no matter concerning corrective action, layoff, or separation of such employee shall be subject to the grievance procedure.
2. **Covered and excluded issues**
 - a. Complaints that are subject to the grievance procedure are those in which an employee
 - i. That his or her employment has been or is being adversely affected by an improper application or interpretation of an employment related rule, regulation, policy, or procedure other than those listed below.
 - ii. That corrective action he or she has received is not warranted.
 - b. Excluded from the grievance procedure are:
 - i. Complaints involving judgments such as salary increases, salary range, classification assignment, work standards, performance appraisals, performance improvement plans, organizational structures, work assignments, and staffing stages.
 - ii. Complaints that attempt to change the language of a policy or procedure.
 - iii. Complaints that are subject to other university procedures, such as, equal opportunity and affirmative action policies, research misconduct policies, intellectual property determinations, environmental health and safety concerns, parking violations, or workers compensation claims.

- iv. Such complaints should be handled through procedures established for the specific topic. These are not exhaustive lists.
 - c. Grievances that may be appealed to [Stage 4](#), arbitration, are limited to complaints alleging a violation of an employment related rule, regulation, or policy; or a grievance alleging that an employee has been terminated without just cause. Grievances over corrective actions below the level of termination are excluded from appeal to [Stage 4](#).
- 3. **Complaints involving affirmative action policies**
 - a. Complaints involving a violation of the university's affirmative action policies ([Americans with Disabilities Act](#), [Equal Opportunity/Affirmative Action](#), and [Policy Against Sexual Harassment](#)) must be reported to the campus Affirmative Action Office or at IUPUI, the Office of Equal Opportunity for processing through that office's procedures. Before, during, or following any stage described in this policy, a staff member, supervisor, Chief of Police, or director may consult the affirmative action officer.
 - b. If an employee initiates a complaint of alleged violation of these policies within his or her department or with the campus Human Resource office, the department head or campus Human Resource office must report the complaint to the campus Affirmative Action Office or at IUPUI, the Office of Equal Opportunity.
 - c. A complaint alleging violation of both human resource and affirmative action policies must be filed with both the campus Human Resource office and the campus Affirmative Action office or at IUPUI the Office of Equal Opportunity. The two offices will coordinate their efforts to address and attempt to resolve the issues. Possible steps include placing the efforts of one office on hold while the other investigates its issues; proceeding forward with both cases simultaneously; or any other arrangement which is determined best for the particular case.
 - d. Parties accused of violating the affirmative action policies must take special caution to avoid the appearance of retaliation against an individual who files a complaint.
- 4. **The presentation of grievances**
 - a. At all stages, matters must be presented in one of the following ways:
 - i. Solely by the employee. If the grievance is on behalf of two or more employees, no more than two employees can be designated as the spokesperson or group representatives to present the grievance.
 - ii. Solely by a representative of AFSCME Police Local 683 or a representative of the employee's choice.
 - iii. By the employee in the company of a representative of AFSCME Police Local 683 or a representative of the employee's choice.
 - b. Employees and stewards shall be allowed reasonable opportunity for discussion of complaints or grievances subject to approval of the supervisor of each as to the earliest practical time when they both can be spared from the job.
 - c. The university's problem-grievance procedure is an administrative procedure; therefore, the employee's representative or witness cannot be an attorney prior to [Stage 4](#).

5. Waiver of Union Representation

- a. The grievant has the right at any stage of the grievance to represent him/herself. However, the grievant must notify the University that Union representation is being waived at the time the written grievance is filed at [Stage 3](#). This waiver is irreversible.
- b. If the grievant waives the right to Union representation, the grievant is responsible for the grievant's share of all mediation and arbitration costs.
- c. The Union retains the right to attend all arbitration meetings and to receive copies of all responses and other documents related to the substance of the grievance.
- d. In no event may the grievant be represented by another employee union or organization, either directly or indirectly by someone affiliated with another employee union or organization that is not the exclusive representative.

6. Time limits

- a. In this Problem-Grievance Resolution procedure, the beginning of all time limits, day one, is the start of the day after the event or knowledge of the event. This applies wherever there is a time limit within this procedure.
- b. Regardless of which stage the grievance is initiated, an employee must file a grievance within 10 working days of the incident or problem or knowledge of it.
- c. In the case of a reduction in force (RIF), the 10 work day period begins when the employee is notified of the RIF or when the employee first becomes aware of or should have become aware of the violation of the RIF procedure.
- d. If an employee fails to observe the time limits established for any stage, the grievance will be considered resolved. If the university fails to observe the time limits established for any stage, the employee may submit the grievance to the next stage within the designated time limits for appeal.
- e. Time limits identified in the four stages may be extended if the employee, the department and the campus Human Resource office agree. In addition, the campus Human Resource office has the authority to extend the time limits at its discretion and inform the parties. All extensions should be in writing.
- f. Work days mean days that the campus administrative offices are open and available to conduct business. Excluded days include weekends and holidays recognized by the University.

7. Determination of appropriate stage for filing a grievance

- a. It is the intent of this policy that grievances be resolved at the earliest step of the grievance procedure as possible. Grievances are to be filed at [Stage 1](#) except as provided below.
- b. When the problem involves a termination, the notice of termination is regarded as a final decision of [Stage 1](#). If the employee initiates a grievance, he or she must do so within ten working days of receipt of the notice of termination. The grievance goes directly to [Stage 2](#).
- c. The campus Human Resource office may elevate the initial filing of any grievance to [Stage 2](#) or [Stage 3](#) if it deems it appropriate to do so.

8. Procedure for filling and processing formal grievances

- a. **Stage 1**

- i. Employees are to submit the grievance in writing to their immediate supervisor or department designee with a copy to the campus Human Resource office. The university [grievance form](#) must be used. (In the event of a transfer or promotion, the grievance is submitted to the supervisor where the opening exists.)
 - ii. The grievance must contain 1) the specific University policy or procedure allegedly violated; 2) a clear and concise description of the nature of the grievance and how the action allegedly violated policy; 3) the date of the incident or knowledge of it, and 4) the specific remedy requested for resolution.
 - iii. The supervisor or department designee has ten working days to reply in writing to the employee. During this period, the supervisor or department designee and employee may meet, discuss the problem, and attempt to resolve the matter. The supervisor or department designee is encouraged to consult with the campus Human Resource office prior to issuing his or her response.
 - iv. The supervisor or department designee must forward a copy of his or her written Stage 1 response to the campus Human Resource office and the union representative at the time that it is given to the employee.
- b. Stage 2**
- i. If the employee regards the outcome of Stage 1 as unsatisfactory, or if the supervisor fails to respond within ten working days, the employee is entitled to appeal to Stage 2.
 - ii. An appeal must be in writing within ten working days of receipt of the Stage 1 response—or its due date—and submitted to the Chief of Police/director or designee with a copy submitted to the campus Human Resource office.
 - iii. The grievant or union representative may request a meeting and the department will, whenever possible, accommodate such a request to discuss the grievance. Such meeting will be scheduled within five workdays of receipt of the grievance.
 - iv. The Chief of Police/director or designee has ten working days of the conclusion of the grievance meeting or receipt of the Stage 2 grievance if no meeting is held, to respond in writing.
 - v. The Chief of Police/director or designee is encouraged to consult with the campus Human Resource office prior to issuing the Stage 2 response. A copy of the written Stage 2 response must be forwarded to the campus Human Resource office and the union representative at the time it is given to the employee.
- c. Stage 3**
- i. If the employee regards the outcome of Stage 2 as unsatisfactory, or the Chief of Police/director fails to respond within ten working days, the employee is entitled to appeal to Stage 3.
 - ii. An appeal must be in writing and submitted to the campus Human Resource office within ten working days of receipt of the Stage 2 response or its due date.
 - iii. The campus Human Resource office in collaboration with the University Director of Public Safety has ten working days from

- receipt of the Stage 3 grievance to provide the university's response in writing and during this period will meet with the grievant to discuss and attempt to resolve the grievance.
- iv. If the employee regards the outcome of Stage 3 as unsatisfactory, the campus Human Resource office and the University Director of Public Safety, in consultation with AFSCME Police Local 683, will inform the employee if the grievance is eligible for Stage 4.
- d. **Stage 3 ½ and Mediation Options**
- i. It is the intent of the parties to allow the option of using either Stage 3 ½ or mediation, with the agreement and understanding of both parties. Therefore, with the mutual agreement of both parties, a grievance may proceed to either Stage 3 ½ or mediation.
- e. **Stage 3 ½**
- i. If the employee regards the outcome of Stage 3 as unsatisfactory, and the grievance is eligible for Stage 4 as covered above in this policy, the employee may request a Stage 3 ½ committee hearing.
 - ii. Stage 3 ½ hearing procedures:
 1. The employee must submit a written request for a committee hearing to the campus Human Resource office within ten working days of receipt of the Stage 3 response or its due date. The grievance review committee will convene within 30 calendar days after the receipt of the request.
 2. The grievance review committee will be composed of three management representatives and three union representatives.
 - a. Management will assign the appropriate representatives, but will not include those directly involved in the grievance.
 - b. The union representatives will include three AFSCME Police Local 683 staff members (not the steward(s) presenting the case or the representative of the grievant).
 - c. At least one representative of each team must have the authority to settle the grievance.
 3. The grievance review committee will conduct a hearing, reach a consensus, and issue an oral decision. A written decision is to be prepared and issued to both parties within two weeks following the hearing.
 4. Both parties must abide by the committee's decision.
 5. If the committee is unable to reach a decision, the grievant may request a Stage 4 hearing.
- f. **Mediation**
- i. In conjunction with the grievance procedure, if the grievance has not been settled at the conclusion of Stage 3, then either the University or Union, or the grievant if Union representation has been waived, may request mediation. This is intended to be an optional step in the grievance procedure that requires the mutual agreement of both parties. The time limits for appealing the

grievance to the next stage are held in abeyance until the mediation process is completed. The mediation will be conducted in accordance with the following guidelines. These guidelines shall be provided to mediators selected by the parties. Nothing in the agreement shall be interpreted or construed to modify any other provisions of the grievance procedure.

- ii. Notification and Time Limits
 1. The University or the Union may request mediation of a pending grievance by notifying the other party in writing within ten (10) work days of the Stage 3 response.
 2. If both sides are agreeable to take the matter to mediation, as soon as possible after the written request for mediation, the parties shall jointly select a mediator and schedule a mediation meeting at the earliest possible date.
 3. If no settlement is reached as a result of the mediation meeting, the grievance may proceed to arbitration, provided that the grievance issue is not excluded from arbitration by any other policy provision. The time limit for requesting arbitration shall apply effective from the date of the grievance mediation session
- iii. Jurisdiction and Exclusions
 1. Any grievance under the parties' grievance procedure that has been discussed at Stage 3 and that is eligible for arbitration may be mediated with the exception of cases involving an employee termination.
 2. By agreeing to schedule or participate in the mediation meeting, the University does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue.
- iv. Mediation Hearing Procedures, Rules, and Outcome
 1. The proceedings before the mediator will be informal, and the rules of evidence do not apply. No record, stenographic or tape recording of the mediation meeting will be made. The mediator's notes are confidential, and the content shall not be revealed.
 2. All written material that is presented to the mediator or the other party shall be returned to the party presenting the material at the end of the mediation meeting.
 3. The issue mediated will be the same as the issues the parties have failed to resolve through the grievance procedure.
 4. The mediator shall conduct the mediation meeting by utilizing any of the customary techniques associated with mediation, including the use of separate caucuses.
 5. Attendance at the mediation meeting shall be limited to the Local Union Steward; AFSCME Police Local 683 Representative; Director of Human Resources; University Director of Public Safety; the grievant; and other individuals chosen by the Union or the University that are

directly involved in the grievance and whose presence is required. Neither party will be represented by an attorney at the mediation meeting.

6. The mediator has no authority to compel resolution of the grievance. The mediator may be requested by either party to issue an advisory recommendation or decision that shall be provided to both parties. The University and AFSCME Police Local 683 may accept the resolution proposed by the mediator, and the settlement or any settlement resulting from the mediation meeting shall not be precedent setting unless there is a written understanding that it will be a precedent.
7. Neither at the arbitration hearing concerning the grievance that was mediated nor at any other arbitration hearing, may either party refer to the presentations made at any mediation meeting by the other party, the fact that a mediation meeting was held concerning the grievance, or any statement by a mediator at any mediation meeting.
8. The mediator's fees and expenses shall be shared equally by the University and AFSCME Police Local 683. All other expenses shall be the responsibility of the party incurring the expense.
9. The parties shall meet and develop a panel of mutually agreeable mediators and agree upon a method of selecting mediators for specific cases.

g. Stage 4 Advisory Arbitration

- i. If the employee regards the outcome of Stage 3 as unsatisfactory, or, if used, Stage 3 ½ or mediation did not result in a resolution, and the grievance is eligible for Stage 4 as provided above in this policy, the employee may request a Stage 4 hearing which will be conducted by an outside arbitrator using the procedures described below.
- ii. The employee and the university will pay in equal shares all fees and expenses of the arbitrator and the Federal Mediation & Conciliation Service (FMCS) if their services are used.
- iii. Stage 4 hearing procedures
 1. The employee must submit a written request for a Stage 4 hearing to the campus Human Resource office within 15 working days of receipt of the Stage 3 response or its due date or conclusion of 3 ½ or mediation if either was used.
 2. An arbitrator shall be selected by the parties as follows:
 - a. The employee and the university may agree upon a local arbitrator.
 - b. If the parties cannot agree upon a local arbitrator within ten working days of the request for a Stage 4 hearing, the employee may either accept the Stage 3 response or Stage 3 ½ mediation results as the final resolution of the grievance or may choose to have the hearing conducted by a single arbitrator selected

through the Federal Mediation & Conciliation Service (FMCS) so long as all the proposed arbitrators are American Arbitration Association (AAA) certified.

c. If the employee requests an FMCS arbitrator, the campus Human Resource office shall submit a written request to the FMCS to provide the parties with a list of five AAA certified arbitrators. The parties shall alternately strike names from the list, with the employee (or the employee's representative) going first, until one arbitrator's name remains.

3. The arbitrator will conduct a hearing, write a report of the findings, and make a recommendation to the president, chancellor, provost, or vice president to which the unit reports. A copy of the written report of findings and recommendation will be provided to the employee.

4. The president, chancellor, provost, or vice president will accept, modify, or reject the arbitrator's recommendation and will communicate in writing the final decision to the parties. This concludes the problem-grievance procedure, and there are no further internal reviews or procedures.

h. Pre-Arbitration Hearing Conference

i. After the selection of the arbitrator and the scheduling of the hearing date, the Union International Representative or Union Counsel, or grievant if Union representation has been waived, and the University counsel or the campus Human Resource Director and/or a member of the University Employee Relations staff shall meet and attempt to reduce the issue to writing, stipulate facts, authenticate proposed exhibits, exchange witness lists and reach any other understandings that will expedite the hearing process.

i. Formal Grievance and Hearing Rules

i. The following rules and procedures apply to this grievance procedure.

ii. All arbitration expenses shall be split equally between the parties. Each party is responsible for the expenses of preparing and presenting its own case.

iii. If either party requests a stenographic record of the proceedings, the cost of the arbitrator's copy of the transcript shall be equally split between the parties. Each party may order a copy for itself at its own expense.

iv. The Arbitrator shall not rule on any matter that is specifically excluded from the grievance procedure or make any recommendation that conflicts, overturns, or modifies in whole or in part, a policy, practice, or procedure approved by the Board of Trustees of Indiana University or with any Indiana state law or federal law or any administrative regulation issued under the law by the appropriate statutory authority.

- v. By mutual agreement of the campus Human Resource office and the Union, or the grievant if union representation has been waived, a grievance may be submitted to Expedited Arbitration, in accordance with the rules and procedures established by the American Arbitration Association. If Expedited Arbitration is utilized, legal counsel will represent neither party.
- j. **Additional items relative to problem-grievance procedure**
 - i. Eligibility for pay is extended to the following persons for regularly scheduled time away from the job in order to attend fourth-stage grievance hearings for Police Service employees; the union steward who handled the grievance at the previous stages; the grievant providing there are no more than two (if more than two, then one or two representatives may be selected by the group); witnesses for the time they testify and a reasonable waiting period (15-20 minutes normally is sufficient time to come from any part of campus to a hearing).
 - ii. 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.
 - iii. The union president and the union steward most immediately involved in a grievance shall be allowed to attend Stage III grievance meetings.
 - iv. Apprenticeship employees who have completed the New Employee Evaluation period are allowed to file grievances and the grievances may be processed through this problem-grievance procedure.
 - v. To encourage the use of local arbitrators, for grievances reaching the fourth stage, it is agreed that an attempt will be made to select a mutually agreeable local arbitrator before requesting FMCS arbitration. It is further agreed that the Administrator and the exclusive representative will attempt to agree upon a list of such arbitrators to expedite the selection process.
 - vi. In a promotion or transfer grievance, if the grievant prevails, the unit seniority date will reflect the date upon which the grievant should have been placed in the position.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Transfers

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ADDITIONAL DETAILS

Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. It is the policy of the University to support the efforts of earnest and self-motivated Police Service employees to advance in employment by acquiring and/or improving those skills that would qualify them for higher-level positions in the Professional functional classification.
2. Employees interested in promotion or transfer must keep their employment skills inventories up-to-date with the campus Human Resources office.
3. As one university-wide department, successful upward mobility for employees within the IU Police Department may be accomplished through a promotion within the campus or by transfer and promotion to another campus. Consequently, managers and supervisors are expected to consider employees for promotion on their own campus and to allow them opportunities to seek transfers to other campuses. An atmosphere conducive to exploring promotion or transfer must be maintained.

C. Procedures

1. The University Director of Public Safety office will send an email notification of Police Service Staff position vacancies to current Police Service Staff employees. If a Police Service Staff employee is interested in transferring departments, the employee should contact the campus department where the vacancy exists.
2. Transfer selections should be made by examining all factors necessary to determine the best qualifications and capabilities to fill the position. These factors shall include, but not be limited to the following which are not listed in rank order:
 1. Experience
 2. Past performance
 3. Job-related educational background
 4. Ability and qualifications to perform the essential functions of the position with or without reasonable accommodation
 5. Attendance record over the last twelve (12) months (not including extended periods of sick leave of two weeks or more due to serious illness or injury or approved leaves of absence)
3. When qualifications and capabilities are found relatively equal, employees should then be ranked in order of occupational unit seniority date (in the occupational unit of promotion) first and University seniority date second.
4. Unless otherwise mutually agreed to by management, employee, and the union, and except for openings occurring in jobs of a unique nature requiring unusual skills and abilities, an employee must work on a job for the following times:
 - a. Three (3) months before requesting a promotion to another job
 - b. Six (6) months before requesting a transfer to another job.
5. At Bloomington and South Bend, when seniority is not followed in promoting an employee within a functional classification, departments must be prepared to show that the qualifications of the employee selected are significantly greater. The employee or an AFSCME Police Local 683 representative on behalf of the employee is entitled upon request to reasons in writing for not following seniority in the selection process.
6. An employee should not be given a transfer commitment until the employee's present campus Police Department Chief/director has been informed. A start date should be discussed; a two week notice is required. A notice period of less than or more than two weeks must be agreeable to the employee, the employee's current Chief of Police/director, and the employee's new Chief of Police/director. Transfers are to be coordinated through the campus human resources office.

7. Additional policy information

- a. For promotions or transfers, the HRMS documentation is to be initiated by the new department.
- b. Each supervisor must determine what is "reasonable" time away from the job for interviews and activities related to seeking a promotion or transfer, keeping in mind the university's favorable attitude toward promotion and transfer. If a supervisor believes that the employee's absences are excessive, then he or she can require the employee to make up the time or charge excessive absences to accumulated time off benefits.
- c. The salary for lateral transfers will be consistent with the salary schedule for the Police department on the new campus.
- d. When it is contemplated that an employee is going to be transferred to a lesser classification, the campus Human Resource office must be contacted. A review of the employee's salary history and a salary determination will be made by the campus Human Resource office. The reason for the action, such as a reclassification, RIF, employee initiated application for a job, or demotion as part of corrective action, will be a factor. See the Position Classification policy provisions for moving to a lower classified position.
- e. A Police Service employee who is promoted to a position in the Professional functional classification and who then returns to a Police Service position will have their original Police Service occupational unit seniority time reinstated.
- f. An employee's time-off benefits will be transferred between departments and campuses, except that accrued compensatory time off is to be paid or granted by the employee's current department before the promotion or transfer occurs.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Recruitment-Selection Policy

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Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. All persons who apply for promotion or employment are given equal consideration regardless of their age, color, disability, ethnicity, gender, marital status, national origin, race, religion, sexual orientation, or veteran status.
2. No employment commitment can be made to fill any Staff position unless the qualifications and credentials of all candidates have been presented to the campus coordinating employment office.

C. Procedures

Note: A University-wide recruitment and selection project is underway (July 2012) for all Police Service positions. When this project is completed and a new program is implemented, there will be new procedures published which will contain a recruitment and selection process. During the interim, the established practices at each campus will remain in effect.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

Temporary Work and Pay

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Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. Indiana University recognizes that department heads have the authority to assign higher level responsibilities to an employee on a temporary basis.
2. An assignment of higher-level responsibilities with temporary pay should not exceed one year.
3. It is the policy of Indiana University that when a Police Service Staff employee temporarily assumes the duties of a higher classified position, a pay adjustment for the hours worked in the higher classification may be made when the following conditions are met:
 - a. When the work of a position, vacated for any reason is assigned and the majority of the primary duties of the position are performed by one employee.
 - b. The temporary assignment is for more than 40 hours in any one pay period.

- c. And, the pay grade of such position is higher than the employee's normal position.

C. Procedures

1. If all of the above conditions are met, departments shall make temporary pay adjustments. Departments should consult with the campus Human Resource office to determine the pay adjustment.
2. The department or campus Human Resource office must complete the appropriate HRMS eDoc to identify the temporary rate of pay and include an explanation in the Comments section.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.abcdefghijklmnopqrstuvwxyz>



INDIANA UNIVERSITY

Union – Administration Relations (Union Release Time)

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Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees serving as representatives of AFSCME Police Local 683 at Bloomington, IUPUI, and South Bend.

B. Policy Statement

1. It is the intent of this policy to establish and embrace long term and mutually beneficial relations between Indiana University Administration and AFSCME Police Local 683. This policy is supplemental to and not in lieu of the Conditions for Cooperation. In case of conflict between these policies, the Conditions for Cooperation and Articles of Cooperation shall control.
2. Neither the university nor the union will discriminate against any employee because of permitted employee organizational activities or membership, or the right to refrain from such activities or membership. There will be no discrimination against any employee in the application of the terms of any policy because of membership or non-membership in the union. No employee will be compensated in any way or receive special privileges for refraining from union activity or membership.

3. This policy is intended to assist with the application of Articles 1 and 2 of the Articles of Cooperation found in this manual and will serve as a resource for decision making by AFSCME Police Local 683 officers/stewards and departmental management when a union official is participating in:
 - a. Union/management meetings during normal work hours
 - b. Union/management meetings during non-work hours
 - c. Grievance investigation or preparation activities
 - d. Corrective action or grievance meetings with management
 - e. Union meetings during work hours
 - f. Approved union-sponsored training programs
 4. Names of officers and stewards and assigned areas must be furnished to the campus Human Resource office, who in turn shall advise all unit management personnel concerned.
-

C. Procedures

1. Union Release Time

a. Union/management meetings during normal work hours

1. These are meetings with the campus Human Resource office or within an individual department, annual negotiations under the Conditions for Cooperation or to serve on committees when union participation is requested.
2. Union officers or stewards will be released from their regular work shift without loss of pay to attend such union/management meetings provided the time spent is kept at a minimum. The time paid will be limited to actual meeting time plus necessary time, if any, spent during scheduled working hours, in traveling between the employee's work location and the meeting location.
3. The Union/management shall hold state-wide quarterly meetings via videoconference, unless the parties agree no meeting is necessary.
4. Union/management at each campus shall hold meetings periodically as needed.

b. Union/management meetings during non-work hours

1. This is the same type of meeting as outlined in the previous section but the meeting is scheduled during hours outside the regular work shift for a union officer or stewards, as frequently happens for second- and third-shift employees. The person shall either:
 - a. Receive the same amount of time to take off during that week
 - b. Have that workday adjusted to permit either a late arrival or early departure for the same amount of time

- c. This provision will apply only if the employee is scheduled to work the following workday. For example, if the meeting is during the day on Tuesday and the employee's next scheduled workday is not until Wednesday night, this provision would not apply.

2. The policy on change in work schedules will not apply in these cases.

c. Grievance investigation or preparation activities

1. Employees and stewards shall 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. Grievance-related meetings and activities will be scheduled at times that are least disruptive to operations and so that they do not interfere with essential work requirements.
 - a. If this release time is during the regular work shift of those involved, it will be with pay.
 - b. If the time is during the hours outside the regular work shift of a participant, the time is without pay.
2. For example, a union officer who normally works the first shift will be on his own time when visiting a work location on the second shift to meet with a grievant. Likewise, a grievant who works the second shift, will be on his or her own time during visits to the campus in the daytime to meet with a union officer to discuss a grievance.

d. Corrective action or grievance meetings with management

1. Since corrective action or grievance meetings in one of the specified steps of the grievance procedure are scheduled by management, the grievant and union official representing the grievant will be considered in pay status. If the meeting is during the hours outside the regular work shift of either the grievant or the official, they will receive either an equivalent amount of paid time off to be taken that week or will have the starting or ending time for that workday adjusted an equivalent amount of time.
2. The policy on change in work schedules will not apply in these circumstances.

e. Union meetings during work hours

1. Time spent at union business meetings or conducting other union-related business such as solicitation of membership, dues or other internal organization business shall be conducted during non-work hours. Time away from work will either be without pay or charged against accumulated vacation or sick time at the employee's choice and subject to departmental policies and practices concerning the scheduling of such time.

- a. If mutually agreed and if scheduling permits without hardship to the unit, adjustments in hours of work can be arranged.

f. Approved Union-sponsored training programs

1. If approved in advance by university administration and departmental management, union officers, stewards, and other approved union-represented employees will be allowed time away from work without loss of pay to participate in union-sponsored training programs.
2. If such programs occur during hours outside the regular work shift of a participant, the time shall be without pay for that participant. If mutually agreed and if scheduling permits without hardship to the unit, adjustments in hours of work can be arranged so that pay is not lost.

2. Bulletin Boards

- a. The Union shall be allowed space on designated bulletin boards of the university for the purpose of posting notices pertaining to official union business such as notice of union meetings, election of officers, etc. Anything pertaining to matters other than official union business must first be submitted to and approved by the campus Human Resource office before it is posted.

3. Working Space

- a. The Union officers shall be provided working space at each campus for the purpose of conducting Union related work and storing Union related records.

4. Campus mail

- a. The union may utilize Campus Mail to distribute information to represented employees and appropriate administrative staff to the limitations set forth below and in all applicable federal laws and postal regulations.
The Union may only use Campus Mail for the following:
 1. Notice of Union meetings for campus employees;
 2. Union nominations and elections of officers to represent campus employees;
 3. Appointment of campus Union officers;
 4. Documents related to the representation of an employee at any step of the Grievance Procedures; and
 5. Notices of meetings and minutes of any joint union-administration committees
 6. Mutually agreed upon policies and summaries of such policies
 7. Any other information approved by the campus Director of Human Resources.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.abcdefghijklmnopqrstuvwxyz>



INDIANA UNIVERSITY

Work Schedules, Hours, and Uniforms

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Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Police Service Staff employees at Bloomington, IUPUI, and South Bend

B. Policy Statement

1. Workweek and work schedules

- a. The workweek for all campuses and departments begins and ends at 12:00 midnight on Saturday.
- b. The basic full-time work schedule normally consists of 40 hours in each workweek. Schedules different than 40 hours per week are to be approved by the campus Human Resource office with written notification to campus Payroll.
- c. Every effort will be made not to schedule an employee for more than 16 consecutive hours.

2. Rest periods

- a. Police Service staff are permitted to take rest periods which would normally be 15 minutes during each half day of work including overtime periods when possible.

- b. Time allowed for rest periods is not accumulative and is not intended to cover late arrival or early departure.

3. Meal breaks

- a. By mutual agreement between the Police Service staff and the IU Police Department, an officer who works more than six consecutive hours will receive a paid meal break that is built into the shift. Police Service employees are expected to be available at all times during the meal break.

5. Shift preference for vacancies

- a. Shift preference, for job openings (as described in the Advertising Job Openings policy) having identical duties and responsibilities, is given in order of occupational unit seniority. This is not applicable in units where the practice is to rotate shift assignments on some regularized basis.
- b. In the event that a campus department utilizes a shift bid process when assigning Police Service Staff shifts at that campus the following must occur:
 - 1. The shift bid process will take place at least annually.
 - 2. The shift bid results must be provided to employees at least 60 days prior to the shift effective dates.
 - 3. The shift bid priority is based on occupational unit seniority (which includes occupational seniority of transferred employees).

6. Time clocks

- a. All Police Service employees will use time clocks or the equivalent electronic system that the university provides to clock in and out if it is available where the employee normally works.

7. Flex Time

- a. Indiana University encourages operating units to accommodate the childcare, family care, and other personal needs of employees to the extent possible and consistent with the requirements of the operating unit. See the Procedures section for the details for considering a flex time request.

C. Procedures

1. Recordkeeping responsibilities

- a. Weekly work schedules should be documented and maintained with other payroll-related records within the department.
- b. It is each employee's responsibility to accurately record all hours worked on the university-provided timekeeping device or form.
- c. It is each department's responsibility to maintain a record of all hours

worked.

- d. Each employee must submit the recorded time to his or her supervisor for approval. The supervisor is responsible for verifying the accuracy of the time submitted.

2. Flex Time

- a. Flex time refers to a change in a work schedule for a single event or series of events that may span several months, but is not a permanent change of a work schedule.
- b. The decision to grant a request for flex time is the sole discretion of the university. It is not required that flex time be uniformly available to all positions in a department or operating unit. Not every function is conducive to flex time because of the requirements of operating units. This should not deter supervisors from approving a flex time request for positions where such scheduling can be accommodated.
- c. Flex time does not alter the responsibility and authority of department heads to establish and change work schedules as described in the Work Schedules, Hours, Uniforms policy and the Overtime policy. An operating unit that has granted a flex time request may discontinue or alter the arrangement if work needs change or if service is impaired.
- d. Flex time is a special arrangement and a privilege and is not subject to the grievance procedure.
- e. When an employee desires a change in work schedule, the employee will submit the request in writing to the Department Head, or designee, at least 24 hours in advance of the event or beginning of the series of events for which the request is made.
- f. Conditions for granting a flex time request include:
 1. The requested flex time must not interfere with the efficient operation of the university nor adversely affect the services that are provided to students, other operating units, or the public.
 2. The quantity, quality, and timeliness of employee work must be maintained.
 3. Adequate supervision and employee accountability must be maintained.
 4. Flex time must not cause or contribute to the need for additional staff or overtime work.
 5. Rest periods are a normal part of the paid work schedule. Time allowed for rest periods is not cumulative, and therefore cannot be incorporated into a flex time request.

5. Off campus work

- a. When a Police Service Staff member is required by his/her department to perform a work assignment, attend class, etc., at a location away from the campus of his/her normal work assignment, the following should be adhered to in determining the employee's eligibility for pay:
 1. Travel time during normal work hours is work time.

2. Travel time in excess of the time required to travel from the employee's residence to his/her normal work station, provided it is outside of the normal daily work schedule, should be considered as hours worked.
 3. Any break in such travel time for meals is not compensable and should be subtracted out of the hours worked.
 4. If such travel should require overnight lodging, the time that the employee is free to "come and go" as he/she pleases is not considered as time worked.
- b. Lectures, meetings and training programs. Approved attendance at lectures, meetings, training programs and similar activities is work time if one or more of the following occur:
1. Attendance is during normal work hours.
 2. Attendance is required by the university.
 3. The event is work related.
 4. University work is performed.

6. Uniforms

- a. The University will provide Police Service employees with the necessary protective equipment and uniforms consistent with current law enforcement standards and guidelines.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx>



INDIANA UNIVERSITY

University Bargaining Unit Determination

FULL POLICY CONTENTS

Scope
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ADDITIONAL DETAILS

Web Address

Effective: *TBD*
Last Updated: *January 11, 2013*

Responsible University Office:
University Human Resource Services

Responsible University Administrator
Senior Vice President and Chief Financial Officer

Policy Contact:
University Human Resource Services

A. Scope

This policy applies to all Staff employees.

B. Policy Statement

The University is committed to ensuring uniform and economical management of negotiations and administration of employee representative bargaining units.

C. Procedures

1. This policy is subject to Board of Trustees approved revisions.
2. The Board of Trustees has approved a policy whereby the university recognizes the following existing bargaining units:
 - a. AFSCME Service Local representing all service employees working on the Bloomington, Indianapolis and South Bend campuses.
 - b. AFSCME Police Local 683 representing all police service employees on the Bloomington, Indianapolis, and South Bend campuses.
 - c. CWA Local representing all support staff employees on the Bloomington campus and clerical and technical employees on the Northwest campus, with the exception of confidential employees.

3. Any additional employee units seeking recognition as an exclusive representative must become part of one of the bargaining units listed above.
4. 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.
5. Service employees on any campus that are not currently represented may vote to opt into the AFSCME Service Local bargaining unit. Support staff and clerical and technical employees on any campus who are not currently represented may vote to opt into the CWA Local bargaining unit. Police service employees on any campus that are not currently represented may vote to opt into the AFSCME Police Local 683 bargaining unit.

D. Sanctions

Managers, supervisors, and employees who violate this policy are subject to corrective action, up to and including separation.

E. Web Address for this Policy

<http://www.xxxxxxxxxxxxxxxxxxxxxxxxxxxxx>

Occupational Unit

Fact Sheet

A. Staff Covered by this fact sheet

This policy applies to all Police Service Staff employees

B. Occupational Unit

The occupational unit refers to the University-wide IU Police Department.
