

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 204 **Language** English **Country** United States **State** IN

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 62

Occupations Represented
Registered nurses
Social workers
Physician assistants
Physicians and surgeons
Data entry and information processing workers
Occupational health and safety specialists and technicians
Construction and building inspectors
Social and human service assistants

Bargaining Agency The State of Indiana

Agency industrial classification (NAICS):
92 (Public Administration)

BeginYear 1997 **EndYear** 2001

Source <http://www.state.in.us/jobs/laborrelations/afsettle.doc>

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

**SETTLEMENT
BETWEEN**

THE STATE OF INDIANA

**American Federation of State, County
and Municipal Employees, AFL/CIO
AFSCME/Indiana Council 62**

For Bargaining Units 4, 5, 6 and 7

July 1, 1997 through June 30, 2001

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
	Preamble.....	
Article 1	Recognition.....	
Article 2	Non-Discrimination.....	
Article 3	Sexual Harassment.....	
Article 4	Affirmative Action.....	
Article 5	Dues and Representation Fees.....	
Article 6	Union Meetings on State Premises.....	
Article 7	Access to State Premises by Union Staff.....	
Article 8	Union Orientation.....	
Article 9	Bulletin Boards.....	
Article 10	Telephone Directory.....	
Article 11	Information Provided to the Union.....	
Article 12	Information Provided to the State.....	
Article 13	Rights and Functions of Management.....	
Article 14	Strikes and Related Interruptions of Work.....	
Article 15	Work Rules.....	
Article 16	Technological and Organizational Change.....	
Article 17	Personnel Records.....	
Article 18	Seniority.....	
Article 19	Transfer.....	
Article 20	Layoff and Recall.....	
Article 21	Hours of Work.....	
Article 22	Overtime.....	
Article 23	Overtime Procedure.....	
Article 24	Union Representation.....	
Article 25	Grievance Procedure.....	
Article 26	Disciplinary Action.....	
Article 27	Probationary Employees.....	
Article 28	Nine Month Institutional Employees.....	
Article 29	Salary Schedule.....	
Article 30	Health, Dental, Vision and Life Insurance Benefits...	
Article 31	Premium Conversion.....	
Article 32	Holidays.....	
Article 33	Vacation Leave.....	
Article 34	Personal Leave.....	
Article 35	Sick Leave.....	
Article 36	Short and Long Term Disability.....	
Article 37	Pregnancy Related Disability Leave.....	
Article 38	Hostage Leave.....	
Article 39	Funeral Leave.....	

Article 40	Jury/Witness Leave.....
Article 41	Emergency Conditions Leave.....
Article 42	Military Leave With Pay.....
Article 43	Military Leave Without Pay.....
Article 44	Family and Medical Leave.....
Article 45	Parental Involvement in Children's Education.....
Article 46	Leave Without Pay for Union Business.....
Article 47	Time Off for Union Business.....
Article 48	Labor-Management Committees.....
Article 49	Health and Safety.....
Article 50	Employee Assistance Program.....
Article 51	Travel.....
Article 52	Moving Expenses.....
Article 53	Uniforms.....
Article 54	Training Fund.....
Article 55	Training.....
Article 56	Promotions.....
Article 57	Indemnification.....
Article 58	Out of Classification Work.....
Article 59	Anti-Displacement.....
Article 60	Outsourcing.....
Article 61	Printing of Settlement.....
Article 62	Severability.....
Article 63	Effect of Settlement.....
Article 64	Term of Settlement
	Signatures.....

APPENDICES

Appendix.....A	Unit 4 Classifications
Appendix.....B	Unit 5 Classifications
Appendix.....C	Unit 6 Classifications
Appendix.....D	Unit 7 Classifications
Appendix.....E	Salary Schedule
Appendix.....F	Recruitment Differentials
Appendix.....G	Financial Management Circular #87-2.1

PREAMBLE

As authorized by Section 24 of Executive Order 90-6, AFSCME/Indiana and the State Personnel Director or designee have reached the following Settlement for employees in Units 4, 5, 6, and 7. This Settlement is designed to promote an orderly, constructive and cooperative relationship between the Union and the State. This Settlement is subject to the approval of the Governor.

ARTICLE 1

RECOGNITION

Section A. Representation Units.

The State recognizes the Union as the exclusive negotiating organization for the appropriate units of employees represented by the following certifications of the Indiana Public Employees Relations Board (PERB):

- Unit 4: Health and human services non-professionals, certified October 22, 1990.**
- Unit 5: Regulatory, inspection and licensure professionals, certified October 22, 1990.**
- Unit 6: Health care professionals, certified October 22, 1990.**
- Unit 7: Social services and counseling professionals, certified October 22, 1990.**

The State shall continue to recognize the Union as the exclusive representative for the employees in the units set forth above in the event collective bargaining legislation covering state executive branch employees is enacted unless specifically directed otherwise by legislation.

Section B. Classifications and Positions.

- 1. When the State establishes a new classification it shall notify the Union and provide the Union a description of the class or benchmark, the number of positions to be created and the salary range. Notwithstanding the State's sole and exclusive responsibility for the adoption, modification and administration of the classification plans by which it evaluates positions, the State agrees that if Union represented positions are reallocated to a newly created classification assigned to a bargaining unit represented by the Union, it will negotiate the procedure by which the affected employees are appointed.**

- 2. The employees covered by this Settlement shall be those permanent part-time and full-time employees holding positions assigned by the State Personnel Director to the units set forth in Section A and such other positions as may be assigned to those units, by the State Personnel Director. The State will provide the Union with at least ten (10) working days prior notice of any assignment, reassignment, or exclusion of a position to or from a unit it represents.**
- 3. If an employee contends that the State has improperly applied its classification plan(s) to the employee's position, or if the union contends that a classification has been improperly assigned, reassigned or excluded from a unit it represents, the issue shall be subject to the grievance procedure. The State will provide the Union with prior notice of an assignment, reassignment or exclusion of a classification to or from a unit it represents.**

Section C. Wages.

The current applicable salary schedule and pay ranges for positions and classifications covered by this Settlement are set forth in Appendix E or Appendix F. No change will be made to the salary schedule or the State salary administration policies while this Settlement is in effect. However, this does not restrict the State's authority to establish or revise recruitment differentials.

Section D. Confidential and Excluded Employees

A complete list by classification will be supplied to the Union of all confidential and excluded employees; i.e., position(s). The State agrees to meet with the Union no later than 60 days following the effective date of this agreement over any positions the Union feels have been improperly excluded from the Bargaining Unit.

ARTICLE 2

NON-DISCRIMINATION

Section A. To the full extent required by applicable law, there shall be no discrimination, intimidation, coercion, or harassment by the State or by the Union against any employee because of that employee's sex, race, color, national origin, religion, age, physical or mental disability, veteran's status, political affiliation or beliefs, or because of union activity or membership or lack of same. For example, employees occupying the same job classification will not have differing assignments based solely on their gender, unless there is a Bona Fide Occupational Job Qualification (BFOQ) which is understood to include clinical determinations.

Section B. No action taken by the State to fulfill any obligation it has under any federal, state, local law, regulation or executive order shall constitute a violation of this Article and Settlement.

Section C. The parties agree to cooperate with one another in fulfilling their respective legal obligations under all anti-discrimination and equal opportunity laws.

ARTICLE 3

SEXUAL HARASSMENT

Section A. To the full extent required by applicable law, the State and the Union agree there shall be no sexual harassment against any state employee.

Section B. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Section C. The State and the Union agree that all employees should be able to work in an environment free from sexual harassment. The State shall administer a policy which has as its goal the prevention and elimination of sexual harassment at all state worksites.

ARTICLE 4

AFFIRMATIVE ACTION

Section A. As long as this Settlement is in effect, the Governor will appoint the Executive Director of AFSCME Council 62, or the Director's designee, to the Affirmative Action Advisory Committee.

Section B. The State will provide the Union with the names of the designated Affirmative Action Coordinators for its agencies and institutions. An Affirmative Action Coordinator or a designee who is not the subject of the investigation shall investigate alleged violations of this Article.

Section C. Any investigation of discrimination should be done in a timely manner.

Section D. All employees are entitled to work in an environment free from harassment. The State shall administer its current policy which has as its goal the prevention and elimination of harassment at all State worksites.

ARTICLE 5

DUES AND REPRESENTATIONAL FEES

Section A. The State recognizes AFSCME/Indiana's right to have voluntary dues checkoff for each bargaining unit employee covered by this Settlement. Upon receipt of an employee's written authorization, on forms provided by the State, the State shall deduct from such employee's wages on the pay day of each bi-weekly pay period designated by the State, the AFSCME/Indiana dues and remit them to the duly authorized representative of AFSCME/Indiana, together with a list of names of the employees from whose pay deductions were made

Section B. AFSCME/Indiana agrees to hold the State free from any and all liability of any kind in connection with, or resulting directly from, dues fee or fair share amount collection except for ordinary diligence and care in transmittal of the monies to AFSCME/Indiana.

Section C. Although no employee of the State need become nor remain a member of the Union to secure or retain employment, the State recognizes the right of the Union to require its members to remain members for defined periods and to enforce compliance by its members with such a requirement through procedures outside of this Settlement.

Section D. The State will not solicit resignations from the Union.

Section E. All employees hired after October 1, 1997 must begin paying to the Union, on January 1, 1998, their fair share of the costs of providing Union representation, in an amount not exceeding eighty-five (85%) of the dues required to be paid by employees who are members of the Union. The amounts required of nonmembers shall not include fees, charges, and assessments involving political contributions. Employees required to pay fair share may make such payments by paycheck withholding.

The Union shall establish and operate a procedure to protect the rights of nonmembers who are required to make fair share payments to such organization, which procedure shall include:

- 1. An annual notice to such nonmembers of the fair share amount they are required to pay, including an audited Union financial statement and a disclosure by the Union of the manner in which it has arrived at the fair share amount;**
- 2. An expeditious procedure allowing nonmembers to challenge the Union's calculation before an impartial decision-maker; and**
- 3. An escrow fund into which all amounts in dispute shall be placed pending the decision of the impartial decision-maker.**

All monies collected by the Union pursuant to this provision must be held in escrow until it is determined by a court of general jurisdiction that this fair share provision is lawful. If a court determines that this fair share provision is not lawful, the Union shall return the monies held in escrow plus interest to the affected employees. Moreover, the Union agrees to hold harmless and indemnify the State for any and all expenses, including but not limited to legal fees, it incurs in defending any action challenging the legality of this provision or operation of this provision and to pay in full any judgments against the State.

ARTICLE 6

UNION MEETINGS ON STATE PREMISES

Section A. Where available and where requested and approved by the manager of the facility in accordance with this Article, the State will provide to the Union meeting space in locations normally used for employee meetings.

Section B. The Union shall make the request for meeting space to the manager of the facility reasonably in advance of the date(s) and time(s) of the Union meeting.

Section C. Union meetings shall be conducted during non-working hours; attendance at such meetings shall be on the employee's own time. Unpaid lunch breaks shall be considered non-work time.

Section D. Union meetings shall be scheduled and conducted in a manner that will not disrupt state business and will be consistent with reasonable state security policies.

Section E. Subject to its availability and upon approval by the Department of Administration, each Union local will be permitted to lease office space in State-owned or leased buildings. The Union agrees to pay all fully allocated costs of use and occupancy charges and all other charges as would be paid by a State agency under the same circumstances. Access, security and other usage issues shall be in accordance with Institution or Departmental policies and rules as established from time to time.

Section F. Where the State reasonably believes there is no available meeting space or appropriate office space, it shall so notify the Union and the parties shall promptly schedule a meeting to attempt to resolve the matter.

ARTICLE 7

ACCESS TO STATE PREMISES BY UNION STAFF

Section A. The State agrees that non-state employee representatives of the Union shall have access to the premises of the State which are available to its employees which are non-work areas.

Section B. If any area of the State's premises is restricted from public access, permission shall be obtained from the appointing authority, in advance, to enter such area.

Section C. Union access under this Article will be for the purpose of administering this Settlement. Meetings for the purpose of conducting internal union business will be in non-work areas and will be on non-work time of all participants.

Section D. Access under this Article shall be carried out in accordance with existing operational and security policies of the State.

ARTICLE 8

UNION ORIENTATION

Section A. Where an orientation program, formal or informal, is conducted for new employees in units covered by this Settlement, the local union president, or designee, shall receive advance notice and be afforded the opportunity to make a presentation, respond to questions and distribute a packet of informational material approved by the State Personnel Director or the Director's designee. In the event that notification is not given, or an orientation is not conducted, the local union

president or designee, shall be afforded an alternative opportunity to meet with the new employee(s) on an individual basis in accordance with Section C below.

Section B. The State will include in the packet of personnel and payroll forms provided to new employees, in the units covered by this Settlement, Union membership, dues authorization and representational fee card(s). Any Union materials that require the employee's signature shall be returned to the Union by the State upon completion.

Section C. The Union shall be allowed to conduct a meeting to orient, educate and update each employee in the units covered by this settlement for 30 minutes for each year covered by the term of the Settlement. Such meetings shall be for the purpose of informing employees of union membership programs and their rights and obligations under the Settlement. They shall be conducted during the employee's scheduled work time and at the work location. Employees shall be required to verify the opportunity to participate with their signature at the meetings, however, continued attendance at such meetings shall be voluntary and without loss of pay for the employees. The time and place of such presentation will be mutually agreed upon by the Local Union President or designee and the Appointing Authority or designee.

Section D. The State shall provide the Union with a monthly report listing the new hires and transfers into the units covered by this Settlement.

Section E. Any disputes arising under this Article shall be discussed directly between the Union and the State Personnel Director's designee.

ARTICLE 9

BULLETIN BOARDS

Section A. The State shall provide the union space for a reasonable number of employee bulletin boards.

Section B. The Union shall maintain its bulletin boards.

Section C. The bulletin boards shall be for the sole and exclusive use of the Union to communicate with bargaining unit members about union business, programs, and activities and the material posted shall be limited to these purposes.

Section D. The union posting shall be restricted to bulletin boards provided for under this Settlement. Where bulletin boards currently exist and are designated by the State exclusively for AFSCME use, they will remain. In locations where these

bulletin boards are locked, the Union shall be responsible for the key. Where locked bulletin boards are required, the Union shall be provided space on those boards.

Section E. All materials shall be signed, dated and posted by the designated union representative.

Section F. In the event the appointing authority, or that individual's designee, determines that any posting is unrelated to union business, programs, or activities or otherwise violates this Article, s/he shall promptly notify the designated union representative who shall promptly remove the posting while the matter is pending. As expeditiously as possible, the State and the Union will meet to discuss the disputed item and make a final determination.

ARTICLE 10

TELEPHONE DIRECTORY

The State shall publish, free of charge, the telephone numbers and business addresses of the local union offices in the State of Indiana telephone directory and Agency worksite directories. The Union shall be provided with fifteen (15) copies of the State of Indiana directory and fifteen (15) copies of each agency worksite director. These directories will be provided at cost.

ARTICLE 11

INFORMATION PROVIDED TO THE UNION

Section A. Seniority Lists.

1. The State shall prepare and provide to the Union a statewide quarterly seniority report sorted by agency, classification, county, and work location. This report shall be prepared at the end of the first pay period in July, October January, and April and in anticipation of any layoff.

Section B. Information Provided to the Union.

The State agrees to provide the Union with a monthly computer report listing the following information, where available, for each employee in the Units:

1. Name
2. Social Security Number

3. Street Address, City, State, Zip Code
4. Employment Date
5. Adjusted Employment Date
6. Accrual Date
7. Gender
8. Ethnic Origin
9. Organization Code
10. Position Number, Position Location Code
11. Position Job Title
12. Employee Status
13. Bi-Weekly Salary
14. Classification Code
15. Work Location
16. Union Membership
17. Class Title
18. Birth Date
19. FLSA Status
20. Annual Salary
21. Permanent Status Indicator
22. Position Type

Section C. Following an open enrollment for employee health insurance, the State agrees to provide the Union with a report listing each employee's health plan, including whether the coverage is single or family.

Section D. The Union shall be provided with a copy of the State's location codes and the corresponding telephone numbers.

Section E. When the seniority lists established in Section A. of this Article are prepared, a copy shall be provided to each worksite.

ARTICLE 12

INFORMATION PROVIDED TO THE STATE

Section A. The Union agrees to provide the following information, in writing, to the State Personnel Director or designee:

1. A list of authorized stewards and local officers for their respective jurisdictions.
2. A list of state officers and regional directors.
3. The AFSCME/Indiana Constitution.

Section B. Any changes or additions will be forwarded to the State, in writing, as soon as changes are made.

ARTICLE 13

RIGHTS AND FUNCTIONS OF MANAGEMENT

Nothing contained in this Settlement shall in any way infringe upon, limit, condition or control the exercise of management vested in the State by any constitution, statute, Indiana Administrative Code, executive order or decision of any court of law.

The failure to mention any right of management expressly herein shall in no way be the basis of any inference that such right of management does not remain in the State's sole and exclusive discretion.

ARTICLE 14

STRIKES AND RELATED INTERRUPTIONS OF WORK

Section A. The State is entitled to terminate the employment of any employee who participates in, threatens, or encourages any strike, slowdown, work stoppage, other interruptions or interference with the activities of the State, or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment.

Section B. An employee dismissed for violation of the above conditions may not be rehired by the Executive Branch for one (1) year following the dismissal.

Section C. Any employee organization that participates in, threatens, or encourages any strike, slowdown, work stoppage, or other interruption or interference with the activities of the State, shall cease to be accorded recognition under the Order and shall cease to receive organizational membership dues collected by paycheck withholding.

Section D. No recognition or organizational membership dues collected by paycheck withholding shall be accorded any such employee organization for a period of one (1) year.

ARTICLE 15

WORK RULES

This Settlement supersedes any personnel policies, work practices or work rules in conflict with a specific provision of this Settlement. The State agrees that before implementing a new personnel policy or personnel form, work practice or work rule, or changing or abolishing an existing personnel policy or personnel form, work practice or work rule, the Union will be given two (2) weeks written notice prior to implementation. The State agrees to give the Union an opportunity to meet and discuss contemplated State actions that implement, rescind, or revise a personnel policy or personnel form, work practice, or work rule.

The contemplated actions will not be taken until two (2) weeks after the proposed meeting date. However, if the parties mutually agree to a different date or conditions exist which threaten public safety, security and/or operations of the State, the contemplated action may be implemented before two (2) weeks have elapsed.

ARTICLE 16

TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

Section A. Thirty (30) days in advance of a major reorganization of a department(s) or division(s) within a department, the State shall notify the Union of its decision and meet to discuss the impact of such reorganization.

Section B. Thirty (30) days in advance of a substantial change in technology, the State shall notify the Union of its decision and meet to discuss the impact of such technological change.

Section C. Whenever such changes occur, the State will make a good faith effort to place affected employees in the changed operations.

ARTICLE 17

PERSONNEL RECORDS

Section A. A personnel file will be retained by the agency for which the employee works and shall be maintained by the appointing authority or designee. A personnel

file will also be maintained by the State Personnel Department and contain all matters required by the Indiana Code.

Section B. A copy of any material to be placed in an employee's personnel file shall be provided to the employee. An employee can place documents relevant to the employee's work performance in the personnel file. Fact file entries shall be made within thirty (30) days of the incident or knowledge thereof and shall be signed by the employee and his/her supervisor. Fact file entries shall be removed after twelve (12) months from issuance unless incorporated into or referenced in a work improvement plan or disciplinary action during that twelve (12) month period.

Section C. An employee will be permitted reasonable access to all the employee's personnel files. The union representative shall, upon request, receive access to all personnel files of bargaining unit members. Personnel files shall be open for inspection by the employee and/or the employee's representative during normal business hours and a copy will be provided at no cost. If more than one copy is requested, additional copies will be provided at a standardized charge for duplication. If the agency personnel file is maintained at a location other than the employee's worksite, on request, the State will send a copy of the file to the employee.

Section D. The employing agency will release to the public only the following personal information concerning an employee: name, gross compensation, job title, business address, business telephone number, job description, and dates of employment. If a person not having regular access authority makes a request to inspect a personnel file, make copies of information contained in a personnel file or receive information other than that listed in the preceding sentence, the request shall be referred to the State Personnel Director or designee.

Section E. The State Personnel Department will disclose only that personal information which it is allowed to provide by law. When the State Personnel Department, or any agency, discloses information concerning an employee, other than that listed in Section D., to someone not having regular access authority, the employee will be notified (unless prohibited by law) of what information was disclosed and to whom.

Section F. Medical records shall be maintained on a confidential basis. Prior to disclosure of information from a personnel file, medical records shall be segregated and, unless required by compulsory legal process, shall not be disclosed to anyone not having regular access authority.

Section G. Only those documents contained in the agency personnel file or those documents provided to the opposing party reasonably in advance of the scheduled grievance hearing may be introduced into evidence at the grievance hearing.

Section H. An employee can place documents relevant to the employee's work performance and/or disciplinary action in the personnel file and/or fact file.

Section I. An employee can contest the maintenance of a document in the personnel and/or fact file or the contents of a document in accordance with the provisions of the Fair Information Practice Act.

ARTICLE 18

SENIORITY

Section A. Definitions.

- 1. Seniority will consist of the employee's total continuous service ("continuous service credit").**
- 2. For purposes of this Settlement, the following forms of seniority may be considered:**
 - a. State seniority: An employee's total length of continuous service in a permanent position or succession of positions within the employ of the State.**
 - b. Classification seniority: An employee's total length of continuous service within a particular classification.**

Section B. New Hires.

Each new employee shall be hired as a probationary employee and shall not be entitled to seniority privileges under the terms of this Settlement until the successful completion of the probationary period. Upon completion of the probationary period, the employee shall be considered a regular employee and shall have seniority from his/her date of hire.

Section C. Application.

All matters determined by seniority, as defined in this Article, are provided in specific Articles in this Settlement.

Section D. Termination of Seniority.

An employee's seniority will be terminated if any of the following occurs;

- 1. the employee resigns from state employment;**

2. the employee is discharged and not subsequently reinstated under the grievance procedure;
3. the employee fails to respond, within five (5) days of receipt, to a written offer to return from layoff or fails to return to work at the time specified;
4. the employee is not recalled from layoff for more than one (1) year; and
5. the employee retires from state employment.

Section E. Leaves of Absence and Seniority Credit.

Unless specified otherwise in this Settlement, no days shall be credited for leaves of absence without pay (except military leaves of absence in accordance with federal and state statutes and union leaves) in excess of thirty (30) days. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of illness or disability as though they had been working.

Section F. Ties.

When two (2) or more employees have the same state seniority, the tie shall be resolved by their classification seniority. Should a tie still exist due to two (2) or more employees having identical dates of hire, the tie shall be resolved by reference to the last four (4) digits of the tied employees' social security number with the highest four (4) digit number receiving preference.

Section G. Seniority Lists.

1. A copy of the seniority list shall be provided to the Union and shall be made available for review by employees.
2. An employee shall be obligated to notify the State of any error in the current State seniority list within thirty (30) calendar days after the date the list is made available for employee review. If no error is reported within this period, the list will stand as prepared and is effective for all applications of seniority.
3. When the seniority lists established in this Article are prepared, a copy shall be provided to each work site.
4. The State shall prepare seniority reports by bargaining unit, agency, classification and county of all employees on the payroll as of the end of the pay period preceding the preparation date.

5. A seniority report shall be prepared at the end of the first pay period in July, October, January and April, and in anticipation of any layoff.
6. Seniority lists are to remain posted until a new list is prepared.

ARTICLE 19

TRANSFER

Section A.

1. Transfer shall be defined as the change of an employee from one position to another in the same classification which also involves a change in shift, schedule, district, unit, building or ward.
2. Employees seeking a transfer or shift change within their transfer unit, as defined in this Article, must complete a Request for Transfer form provided by the State. When a vacancy occurs that the State seeks to fill, and provided that the vacancy is not filled from the recall list or through demotion, or the return to status of an employee on a promotional working test, the State shall select the employee within the transfer unit with the most state seniority who meets the State's position qualifications. In addition to job bank postings, vacancies will be posted within the transfer unit for at least seven (7) working days.
3. If the vacancy described above is not filled under Section A(2), the State shall select the employee within the agency and classification wherein the vacancy exists who has the most state seniority and who meets the State's position qualifications. An employee must have completed a Request for Transfer form provided by the State to be eligible for the transfer hereunder.
4. If the vacancy described above is not filled under Sections A(2) or A(3), the State shall select the employee within the classification who has the most State seniority and who meets the State's position qualifications. An employee must have completed a Request for Transfer form provided by the State to be eligible for the transfer hereunder. Employees may only transfer from merit to merit or non-merit to non-merit agencies.
5. The foregoing provisions shall in no manner restrict the State's right to reassign or reallocate personnel or positions to meet operational needs prior to determining the vacant position it will attempt to fill under this Article.

Section B. An employee who has successfully obtained a transfer under this Article shall not be entitled to another transfer within six (6) months of accepting the new position. However, employees placed on a work improvement plan, or who have a documented suspension placed in their personnel file, shall not be eligible to obtain a transfer under this Article within twelve (12) months of being placed on the work improvement plan or receiving the discipline.

Section C. The first and second vacancy created by a transfer under this Article and shall be filled by another transfer in accordance with this Article. Any subsequent vacancy(ies) may then be filled from a recall list, by a promotion, demotion, return to status, new hire or another transfer in accordance with this Article.

Section D. Where a transfer under this Article would create a circumstance that would adversely affect the health, safety or welfare of the client population or institution, a vacancy need not be filled under the terms of this Article.

Section E. The State agrees that permanent transfers will not be used as a form of discipline. However, the State retains the right to temporarily transfer an employee for training, retraining, or additional supervision in conjunction with disciplinary action or while investigating whether discipline is appropriate. Such transfer shall be for a reasonable period of time, not to exceed forty-five (45) days, unless extended by mutual agreement.

Section F. Transfer Units

For purposes of this Article, "transfer unit" is defined as follows:

- 1. Family and Social Services Administration.**
 - A. The Central Office of Family and Social Services Administration.**
 - B. Each institution (10).**
 - C. Family and Children Services Offices by County (92).**
 - D. Integrated Field Services by Region (8).**
 - E. Vocational Rehabilitation Offices by Region (5).**
 - F. Developmental Disabilities Office by Region (3).**
- 2. Department of Health.**
 - A. Each of the institutions.**
 - B. Central Office.**
 - C. Each district or geographic area of assignment (where field personnel are used).**
- 3. Department of Correction.**
 - A. Each of the correctional facilities.**
 - B. Central Office.**

4. Department of Workforce Development.
 - A. Central Office.
 - B. Each Service Delivery Area (SDA).

5. Department of Revenue.
 - A. Central Office.
 - B. Park Fletcher.
 - C. Each District Office.

6. All Other Agencies.
 - A. Central Office.
 - B. Each district or geographic area of assignment (where field personnel are used).

ARTICLE 20

LAYOFF AND RECALL

Section A. The State maintains the right to layoff or to reduce the hours of employment, including the right to determine the extent, effective date and length of such layoffs, for lack of funds, reduction in spending authorizations, lack of work, or reasons of administrative efficiency. The State shall have the right to determine the positions to be vacated when a reduction is deemed necessary. Except as otherwise provided for by statute or promulgated rule, layoff and recall of employees in units covered by this Settlement shall be governed by the provisions of this Settlement.

Section B. Notice.

When the State decides to exercise its right to layoff, the Union shall be given at least thirty (30) days advance notice and shall be entitled to meet with a representative of the State to discuss the layoff. An affected employee shall be given notice at least thirty (30) days before the effective date of the employee's layoff.

Section C. Non-Merit.

When a layoff is to occur in the non-merit service, layoffs shall be by agency, by classification, and within specified geographic areas. Unless otherwise agreed to by the parties the specified geographic area is within the county affected. The agency head, in consultation with the State Personnel Director, will determine the classification(s) affected and the number of employees to be laid off in each classification. Employees shall be laid off in the following order:

1. Temporary employees performing work of affected classifications;

2. Intermittent employees in affected classifications;
3. Probationary employees in affected classifications;
4. Permanent employees in affected classifications, ranked by state seniority. In case of ties, classification seniority shall prevail. If still tied, the employee with the lowest number comprised of the last four (4) digits of their social security number shall be laid off.
5. Upon layoff, permanent employees shall have recall rights to the classification from which they were laid off and other classifications in which the employee had previously worked at least six (6) months, in order of state seniority and contingent upon their having the skill and ability to perform the duties of the position to which they are being recalled. Such recall rights shall be to the agency from which they were laid off without regard to the geographic area in which the layoff occurred. The laid off employee may specify geographic areas for which the employee does not desire to assert recall rights. The State shall provide two (2) weeks written notice by certified mail to employees being recalled. Any employee who fails to respond to such notice within five (5) days from delivery, or fails to return to work at the date and time specified in said notice shall forfeit all recall rights. Recall rights shall expire one (1) year from the date of layoff, or upon the employee being rehired into a permanent position, whichever comes first.

Section D. Merit.

1. In accordance with IC 4-15-2-32 and 31 IAC 2-12, layoff and recall of merit employees shall be governed by this Section.
2. Order of Layoff. In effecting a layoff in any classification, all employees in the class in the same agency or institution shall be considered. For purposes of this Article, offices and positions of employment in each county or institution where the division of service operates is considered one (1) autonomous unit and layoff procedures will apply within the county affected by the layoff.
3. Employees shall be laid off in the following order:
 - a. Temporary employees performing work of affected classifications;
 - b. Intermittent employees in affected classifications;
 - c. Probationary employees in affected classifications;

request of the laid off employee, their name will be placed on the appropriate recall list for any or all counties.

7. **Re-employment Lists.** When a regular employee is laid off, the employee's name shall be placed on the appropriate re-employment list in inverse order of layoff. If not re-employed within one (1) year, the employee has one (1) additional year to request to be placed back on the re-employment list.

Section E. Recall and Seniority.

An employee recalled within one (1) year after being laid off shall be credited as having unbroken continuous service, except that time spent in out-of-pay status as a result of the layoff shall be deducted.

ARTICLE 21

HOURS OF WORK

Section A. For purposes of calculating the regular hourly rate for employees, the employee's regular bi-weekly salary, as set forth in Appendix E or Appendix F, shall be divided by seventy-five (75). For all hours worked not in excess of forty (40) in a work week, an overtime eligible employee shall be paid his/her regular hourly rate.

Section B. The normal work week shall ordinarily begin at midnight Sunday morning and end at midnight the following Saturday night (i.e., seven (7) consecutive calendar days, Sunday through Saturday, inclusive).

Section C. Work schedules not maintained on a regular basis or fixed rotation shall be posted at least seven (7) days prior to the effective date. However, the starting time for work shifts may be adjusted during the work week where conditions exist which threaten the public safety or threaten the security and/or operation of the agency/institution.

Section D. Starting times for workshifts shall not be involuntarily adjusted during the work week to avoid paying overtime. Staffing shortages do not constitute an exception to this prohibition.

Section E. The issue of modified/flexible work schedules shall be an appropriate agenda item for labor/management committees established in Article 48(A) of this Settlement.

Section F. Call-Back Pay

1. **Employees entitled to overtime under the FLSA, shall be eligible for call-back pay when they are required to report back to work after their regular shift has ended, and after having left the premises, but before their next scheduled shift begins, provided the hours worked are not contiguous to their next regular scheduled shift.**
2. **The employee shall be guaranteed no less than four (4) hours work. Such hours, including regular commute time to and from their work, shall be compensated at the applicable rate. If the employee chooses, he/she need only work the time it takes to complete the task for which the employee was called back to perform, in which case the employee will be paid only for the time worked.**
3. **Call-back hours performed will not result in a reduction of the employee's regular schedule.**

ARTICLE 22

OVERTIME

Section A. Definition of Overtime.

1. **Overtime shall comprise hours of work, rounded to the nearest fifteen (15) minutes, in excess of forty (40) hours in a work week.**
2. **Holidays, sick days, vacation days, personal days, leaves of absence, comp time off, lunch periods, and time spent on call or in standby status, shall not constitute "hours of work" or "hours worked" for purposes of overtime.**

Section B. Definition of "Overtime Eligible" Employees.

Employees in the following job categories and skill levels are eligible for overtime compensation and are referred to herein as "overtime eligible:"

1. **Professional-Administrative-Technological (PAT), skill level VI;**
2. **PAT V classifications included in the bargaining units covered by this Settlement as of May 13, 1993;**
3. **Clerical-Office Machine Operators-Technician (COMOT), skill levels I through VI; and**
4. **The following PAT classifications:**

**Family Case Manager 2
Family Case Manager 3
Family Case Coordinator 3
Family Case Coordinator 4
Public Assistance Caseworker 5
Youth Services Instructor 4
Senior Public Assistance Caseworker 4**

While not included in the definition of "overtime eligible," Nurse V and Nurse IV, and Charge Nurse III shall be eligible for premium overtime compensation in accordance with this Article.

Section C. Payment of Overtime.

- 1. Overtime payments will be made with the regular payment for the period in which the overtime hours were worked. In the event overtime is not paid with the regular payment of wages for the pay period in which it was earned, the overtime wages shall be paid within twenty-four (24) hours.**
- 2. Overtime shall be paid to overtime eligible employees, Nurse V, Nurse IV, and Charge Nurse III at one and one-half (1-1/2) times the employee's regular hourly rate.**
- 3. Employees other than those included in Section B. (hereinafter "normally exempt"), shall be compensated at the regular straight time rate and shall only be compensated in the following circumstances:**
 - a. If authorized in accordance with Financial Management Circular 87-2.1; or**
 - b. If the State Personnel Director, with the approval of the State Budget Agency, authorizes compensation for overtime worked during an emergency. Designation of an emergency, for purposes of overtime, may only be made by the State Personnel Director.**
- 4. The current overtime pay practices will continue in effect for Houseparents at the Soldiers' and Sailors' Children's Home.**

Section D. Hours of Work Other Than Overtime.

Overtime eligible employees shall be compensated at the regular straight time rate for hours worked in excess of the employee's normal work week that do not exceed forty (40) hours.

Section E. Compensatory Time Off.

- 1. Overtime eligible employees and nurses may request and may be granted compensatory time off instead of monetary payment.**
- 2. Normally exempt employees will be credited with compensatory time off instead of monetary payment. If the needs of the service make the granting of compensatory time off impracticable, normally exempt employees may be compensated monetarily.**
- 3. Compensatory time off shall be granted at a time and one-half rate for those hours otherwise payable at time and one-half and at a straight time rate for those hours otherwise payable at a straight time rate.**
- 4. Compensatory time off accrual is limited as follows:**
 - a. Overtime eligible employees engaged in public safety, emergency response or seasonal activity may accrue no more than 480 hours of compensatory time off.**
 - b. Overtime eligible employees not engaged in public safety, emergency response or seasonal activity may accrue no more than 240 hours of compensatory time off.**
 - c. Once the limit is reached, any additional overtime worked shall be compensated monetarily.**
- 5. An overtime eligible employee shall be permitted to use accrued compensatory time off within a reasonable period after making a request, if the use of such time does not unduly disrupt the operations of the agency.**
- 6. Unless otherwise approved by the State Personnel Director and State Budget Agency, all compensatory time off earned by overtime eligible employees must be scheduled and taken prior to the end of the calendar quarter following the quarter in which it was earned. Compensatory time off that is not used within this period will be paid monetarily.**
- 7. If monetary compensation is paid to an employee for accrued compensatory time prior to the termination of employment, it shall be based on the rate of pay the employee is earning at the time the payment is received.**
- 8. There shall be no mandatory adjustments to an employee's established work schedule to avoid the payment of overtime.**

- 9. Upon termination of employment, unused compensatory time off shall be paid to overtime eligible employees at the greater of:**
- a. the average regular hourly rate received by such employee during the last three (3) years of employment, or**
 - b. the final regular hourly rate received by such employee.**
- 10. Record Keeping. Every appointing authority shall keep and preserve for at least three (3) years payroll or other records containing the following information and data with respect to each and every employee.**
- a. Name in full, and on the same record. the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records. This shall be the same name as that used for social security record purposes.**
 - b. Home address, including zip code.**
 - c. Date of birth, if under nineteen (19).**
 - d. Sex and occupation in which employed.**
 - e. Time of day and day of week on which the employee's work period begins. If the employee is part of a workforce or employed in or by an establishment all of whose workers have a work week beginning at the same time on the same day, a single notation of the time of the day and beginning day of the work week for the whole workforce or establishment will suffice. If, however, any employee or group of employees has a work week beginning and ending at a different time, a separate notation shall then be kept for that employee or group of employees.**
 - f. (i) Regular hourly rate of pay for any week when overtime is worked and overtime excess compensation is due;**
 - (ii) basis on which wages are paid; and**
 - (iii) the amount and nature of each payment which is excluded from the "regular rate" (these records may be in the form of vouchers or other payment data).**
 - g. Hours worked each work day and total hours worked each work week (for purposes of this section, a "work day" shall be any consecutive 24 hours).**

- h. Total daily or weekly straight time earnings or wages, that is, the total earnings or wages due for hours worked during the work day or work week, including all earnings or wages due during any overtime worked, but exclusive of overtime excess compensation.**
- i. Total overtime excess compensation for the work week, that is, the excess compensation for overtime worked which amount is over and above all straight time earnings or wages also earned during overtime worked.**
- j. Total additions to or deductions from wages paid each pay period. Every employer making additions to or deductions from wages shall also maintain, in individual employee accounts, a record of the dates, amounts, and nature of the items which make up the total additions and deductions.**
- k. Total wages paid each pay period.**
- l. Date of payment and the pay period covered by payment.**
- m. Employees Working on Fixed Schedules. With respect to employees working on fixed schedules, an employer may maintain records showing instead of the hours worked each day and each week the schedule of daily and weekly hours the employee normally works, and:
 - (1) In weeks in which an employee adheres to this schedule, indicates by check mark, statement, or other method that such hours were in fact actually worked by him/her, and:**
 - (2) In weeks in which more or less than the scheduled hours are worked, shows the exact number of hours worked each day and each week.****

With respect to persons employed in job categories or classifications other than those enumerated in section B and who did not work overtime that is compensable, as determined by this section, records containing all the information and data required by subsection (10) shall be maintained and preserved except data required by subsection (10)(F) through (10)(J) and, in addition thereto, the basis on which wages are paid in sufficient detail to permit calculation for each pay period of the employee's total remuneration for employment including fringe benefits.

ARTICLE 23

OVERTIME PROCEDURE

Section A. Overtime Procedure.

A current list of employees by classification and shift shall continue to be posted for those classifications where overtime may reasonably be expected to occur. A list will be posted at least forty-eight (48) hours in advance, whereupon employees desiring to work any available overtime can evidence their availability by signing their name and classification. Employees are eligible to volunteer for overtime work within their classification, or any classification in which an employee meets the minimum and position qualifications. A supervisor will not be allowed to perform overtime work if an eligible AFSCME represented employee where the overtime work exists has volunteered for same. Employees will be paid at their current rate of pay, if it is within the salary range for the work being performed, or if the employee's current rate of pay is above the maximum, at the maximum of the salary range for the work being performed. Employees are encouraged to volunteer for overtime. The State agrees to distribute overtime work, facility wide, unless otherwise mutually agreed, within classification among employees who volunteer with first consideration being given to the volunteer with the lowest number of total overtime hours. If an employee signs the volunteer list they shall be required to work hours assigned, unless excused for extenuating circumstances. If two (2) or more volunteers have an equal number of overtime hours worked, the most senior volunteer(s) shall be offered the overtime. Where overtime needs are not met by volunteers, overtime will be assigned facility wide, unless otherwise mutually agreed, to the employee with the fewest number of overtime hours worked. If two (2) or more employees are tied with the fewest number of overtime hours worked, the least senior employee shall be required to work. An employee may refuse two (2) mandatory overtime assignments, from July 1 to June 30, without repercussions. If an employee exercises an overtime refusal right, the employee will not be compelled to work the overtime assignment until all employees in the classification available to work the mandatory assignment have once declined. In this circumstance if the employee is nevertheless compelled to work the declined opportunity, the employee will not be charged for exercising the refusal. An employee who works an overtime assignment or who exercises a legitimate refusal, will be credited on the overtime list with the actual number of overtime hours worked or refused. Employees who "transfer" will be credited with the same number of overtime hours they had accumulated at the time of transfer from their previous assignment. New employees will be credited with one (1) hour less than the employee with the fewest number of overtime hours worked. Overtime lists will be maintained on a July 1 to June 30 year, with the next year's initial listing reflecting inverse seniority. The State retains the right to assign overtime work in the manner most advantageous to the State and consistent with the requirements of State employment and the public interest.

Section B. Excessive Overtime.

- 1. Employees shall neither be required nor allowed to work excessive amounts of overtime, such as working more than two (2) fifteen (15) hour days in a row.**
- 2. Temporary, permanent part-time, and intermittent employees will not be offered premium pay overtime opportunities if permanent full-time employees have volunteered to perform the work being offered within their classifications.**
- 3. Permanent employees who volunteer to work within their classification on a holiday shall be given preference over any temporary and intermittent employees who volunteer if said work does not result in premium overtime pay.**
- 4. Cap time counts as hours worked and does not disqualify a bargaining unit employee from overtime. Cap time may only be taken during the employee's regularly scheduled work hours per Article 24, Section A. Any overtime eligible bargaining unit employee working through lunch will be paid for lunch time.**

Section C. Exceptions.

Exceptions may be made to these procedures when conditions exist which threaten the public safety or threaten the security and/or operation of the agency/institution, or where otherwise agreed to by the parties.

ARTICLE 24

UNION REPRESENTATION

Section A. Stewards.

- 1. The Union will notify the State of the districts and names of Stewards. Stewards will be designated by the Union and shall not exceed a total of 260 unless mutually agreed by the State and the Union. Where no Steward is available, the Union may designate another employee temporarily to fulfill the responsibilities of the Steward.**
- 2. Stewards are authorized to investigate complaints, attend meetings at Step One of the Grievance Procedure, prepare written grievances, process grievances to Step Two of the Grievance Procedure, fill in for the Chief Steward or Local Union President, and for purposes of training.**

3. Stewards shall not be released from their regular state duties in excess of two (2) hours per pay period to perform the authorized duties in Section A(2) above. However, time spent by Stewards in grievance meetings with management and any other type of meetings called by management will not be charged against the cap established in this Section.

Section B. Chief Stewards and Local Union Presidents.

1. The Union will notify the State of the districts and names of Chief Stewards and Local Union Presidents. Chief Stewards and Local Union Presidents will be designated by the Union.
2. Chief Stewards or Local Union Presidents are authorized to do the following and may be paid for same under the provisions of Section E(3):
 - a. investigating, preparing and processing grievances and attending grievance meetings: and
 - b. representing employees at pre-deprivation meetings.

Section C. Council 62 Representatives

The Union will provide written notification to the State of the names of Council 62 Representatives and the districts represented. Council 62 Representatives will be designated by the Union and shall not exceed a total of thirty (30). Council 62 Representatives may cross agency lines.

Section D. AFSCME Representatives.

1. The Union will notify the State of the names of AFSCME Representatives and the districts represented. AFSCME Representatives are not state employees.
2. AFSCME Representatives may represent employees at Pre-deprivation meetings and will normally interface with management at Step Three of the Grievance Procedure.

Section E. Administrative Leave Bank

1. A leave bank shall be established based on 4.0 hours of leave for every employee in these bargaining units on January 1, 1997. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis.

2. Properly designated Council 62 Representatives, Local Union Presidents, and Chief Stewards shall be the only ones permitted to use the bank. Leave will be used in increments of no less than one-half (.5) work day. The Union will provide the State with twenty-four (24) hours advance notice for leaves of one (1) day or less. For leaves greater than one (1) day but less than six (6) days the Union shall provide the State with five (5) calendar days advance notice. For leaves of six (6) days or more the Union shall provide the State with fourteen (14) calendar days advance notice.
3. Time spent by Council 62 Representatives, Local Union Presidents and Chief Stewards under this Section shall be limited solely to duties related to governmental operations such as:
 1. investigating, preparing and processing grievances and representing employees in the grievance procedure;
 2. representing employees at pre-deprivation meetings; and
 3. participating in Labor-Management Committees or other meetings with management.

A Council 62 Representative's, Local Union President's, or Chief Steward's signature on his/her attendance record shall constitute certification that each use of this bank was solely for the purposes stated above.

4. In the event that a named Council 62 Representative's, Local Union President's, or Chief Steward's absence from the work place would create serious operational problems for the State, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative Council 62 Representative, Local Union President, or Chief Steward by the Union. Leave under this section shall not exceed two (2) years unless mutually agreed to by the State and the Union.
5. The Union shall indemnify and hold the State harmless from any worker's compensation claims by the employee arising during or as a result of the employee's activities authorized by this Article. The Union agrees to indemnify, defend and hold harmless the State of Indiana, its agents, officers and employees, from all claims and suits, including court costs, attorney fees, and other expenses, caused by act or omission of the Council 62 Representative, Local Union President, or Chief Steward in conjunction with activities authorized by this Article.
6. For purposes of seniority accrual, time spent by such employees shall be considered as time worked unless prohibited by law. During their leave from their regularly assigned duties, the employee shall continue to accrue bonus vacation days; however, bonus vacation will not be credited

to an employee's account while on leave. An employee on leave from their regularly assigned duties which exceeds thirty (30) calendar days will not accrue sick, vacation or personal leave.

Section F. General Provisions.

- 1. The activities of Stewards, Chief Stewards, Local Union Presidents, Council 62 Representatives or AFSCME Representatives, while acting as such on state property, shall be limited to those activities authorized by this Settlement. The employee's signature on their time card shall be evidence of compliance with reporting procedure.**
- 2. Except when they are engaged in the activities authorized by this Settlement, Stewards, Chief Stewards, Local Union Presidents and Council 62 Representatives shall continue at their regular work in the same manner as other employees. When Stewards, Chief Stewards, or Local Union Presidents are required to leave their regular duties for attending grievance meetings and representing employees at pre-deprivation meetings or as otherwise expressly authorized by this Settlement, they shall request and upon receiving approval from their supervisor, be released from their work. Time spent by Stewards, Chief Stewards, or Local Union Presidents in authorized activities under this Settlement, shall be the minimum amount of time necessary to perform the specific function.**
- 3. Under no circumstances shall paid time be used by employees for activities that violate I.C. 35-44-2-4 or any other State or Federal law or regulation including, but not limited to the following:**
 - a. political activity**
 - b. Union administrative activity prohibited by Executive Order 90-6; or**
 - c. other functions unrelated to governmental operations.**
- 4. When entering a work site, for activities under this Settlement, Stewards, Chief Stewards, Local Union Presidents, Council 62 Representatives, or AFSCME Representatives shall make their presence known to the supervisor or manager responsible for that work site before conducting any discussions with employees in the area. Stewards, Chief Stewards, Local Union Presidents, Council 62 representatives, or AFSCME Representatives shall comply with all operational and security policies in effect at the work site. If a grievant cannot be released for a discussion, the supervisor and union representative will agree on a specific future time for a Union Representative to return.**
- 5. The State will not pay overtime compensation or allow for the accrual of compensatory time off to Stewards, Chief Stewards, Local Union**

Presidents or Council 62 Representatives for time spent on activities described in this Settlement. The State will not pay for any travel expenses or subsistence expenses incurred by Stewards, Chief Stewards, Local Union Presidents, Council 62 representatives for time spent on activities described in this Settlement.

- 6. Concerns regarding the recording or use of time under this Article shall be handled directly between the Union and the State Personnel Director's designee.**

ARTICLE 25

GRIEVANCE PROCEDURE

Section A. Election of Remedy.

- 1. By filing a written grievance under this Article, the employee waives all rights to proceed under any other complaint procedure. If the employee files a complaint under any other complaint procedure, the employee shall not be entitled to utilize this Grievance Procedure.**
- 2. An employee who elects to utilize this Grievance Procedure shall use the grievance form jointly designed for this Settlement. The parties shall be jointly responsible for the cost of printing and determining the type of form to be printed.**

Section B. Representational and Procedural Exclusivity.

- 1. Except with respect to the right to initiate and present complaints at Step One, the Union shall be the exclusive representative of the interests of an employee covered by this Settlement in the processing and redress of grievances arising under this Settlement.**
- 2. No discussion shall occur on a grievance until the designated union representative has been afforded a reasonable opportunity to be present at any grievance meeting with the employee.**
- 3. Only the Union shall have the right to assert and process any claim asserting a violation of this Settlement**

Section C. Jurisdiction.

- 1. An employee may file a grievance concerning the application of a provision of this Settlement, law, promulgated rule, personnel policy, or work rule to the grievant.**
- 2. A grievance must identify the disciplinary action, law, promulgated rule, personnel policy, work rule, or provision of this Settlement that was violated.**
- 3. Individual grievances which pertain to like circumstances and facts may, upon mutual agreement, be combined for purposes of processing and hearing.**
- 4. If agreed to by the State Personnel Director, the Union may file a "union grievance" alleging that a personnel policy violates this settlement. "Union grievances" will be initiated at Step Four of the grievance procedure.**

Section D. Time Limits.

- 1. Failure of the employee or Union to comply with the time limits under this Article renders the grievance void and terminated.**
- 2. Failure of the State to comply with the time limits constitutes a waiver of that response, and the employee may appeal to the next step.**
- 3. Where delivery is by U.S. mail, a grievance appeal or response shall be considered timely if postmarked within the appeal/response time period. Time periods shall run from the date of receipt.**
- 4. The time limits at any step may be extended by mutual agreement, in writing, of the parties involved at that step.**

Section E. Grievances Concerning Dismissals, Demotions, Suspensions and Layoff Procedures.

Grievances concerning dismissals, demotions, suspensions or application of the layoff procedure under Article 20, shall be initiated by the Union at Step Three of the procedure established in Section F, by filing directly with the agency head or designee within fourteen (14) calendar days from the date the employee receives notice of the action taken. The same time limits and requirements for processing a grievance shall apply.

Section F. Grievance Steps.

It is the intent of this Article that grievances be resolved at the earliest possible step of the grievance procedure and to this end full discussion and disclosure of all relevant, non-privileged information shall be provided at all steps, if available. Where such disclosure has not occurred, the parties may agree to remand the grievance to the previous step. With the employee's written permission, toxicology reports resulting from drug tests will be released to the Union. Grievances shall be processed in accordance with the following procedure:

STEP ONE

Immediate Supervisor.

- 1. The complaint shall be initiated as soon as possible after the occurrence of the act or condition complained of and no later than fourteen (14) calendar days from the date the employee became aware or, by the exercise of reasonable diligence, should have been aware of the occurrence giving rise to the complaint.**
- 2. The complaint shall be initiated by a discussion between the employee, with or without a steward at the employee's discretion, and the employee's immediate supervisor, except as provided in Section E.**
- 3. A settlement at Step One shall be reduced to writing, but will not be precedent setting.**
- 4. The immediate supervisor shall render an oral response within five (5) calendar days from the date the discussion was held.**
- 5. The immediate supervisor and grievant shall verify the date the oral discussion was held and the date the oral response was given.**
- 6. If a mutually satisfactory settlement has not been made, a grievance may be submitted at Step Two.**
- 7. If the employee has elected Union representation, the Union representative is authorized to discuss the complaint.**

STEP TWO

Grievance Reduced to Writing and Submitted to Intermediate Supervisor.

- 1. The grievance shall be reduced to writing on the grievance form, signed by the grievant and must be presented to the designated intermediate**

supervisor, by the union representative, within (14) calendar days of the date the immediate supervisor responded to the complaint or expiration of the time limit for resolution at Step One.

2. Once the grievance is reduced to writing, the subject of such grievance shall not be changed as the grievance progresses through further steps.
3. The designated intermediate supervisor shall meet with the grievant and union representative to discuss the grievance. Step Two grievance meetings will be conducted during the regular working hours of the grievant.
4. The designated intermediate supervisor shall respond, in writing, within seven (7) calendar days following receipt of the grievance. The response shall include the reason for the decision.

STEP THREE

Agency Head.

1. If the grievance is not resolved at Step Two, the Union may appeal the grievance to the agency head. Such an appeal shall be made within fourteen (14) calendar days of the Step Two response or expiration of the time limit for resolution at Step Two.
2. The agency head or designee shall meet with the union representative and conduct an investigation prior to rendering a decision.
3. The agency head or designee shall render a decision, in writing, within twenty-one (21) calendar days from the receipt of the grievance. The response shall give the reason for the decision. The response will be sent to the Local Union President.

STEP FOUR

State Personnel Director.

1. If the grievance is not resolved at Step Three, the Union may appeal the grievance to the State Personnel Director. Such an appeal shall be made within fourteen (14) days of the receipt of the Step Three response.
2. The State Personnel Director or the designee shall discuss the grievance with the union representative within thirty-one (31) calendar days of the State Personnel Director's receipt of the appeal. If necessary, either party may convene the grievance committee. The committee shall not be convened more than twice a month unless otherwise agreed to by both

parties. The grievance committee shall consist of not more than three (3) management representatives designated by the State Personnel Director and three (3) representatives of the Union as designated by the Executive Director of Council 62, to consider the grievance. Where appropriate, additional management and union members may be added to the committee by mutual agreement.

3. The State Personnel Director or the designee shall render a decision, in writing, within ten (10) calendar days from the date of the discussion described in subsection 2 above.

STEP FIVE

Arbitration.

1. If the grievance is not resolved at Step Four the Union may appeal the grievance in writing to arbitration. Such an appeal must be made within thirty (30) calendar days of the receipt of the Step Four response.
2. A panel of five (5) arbitrators shall be selected to hear appeals. Such arbitrators shall be mutually selected by the Union and the State.
3. Either party may unilaterally remove a member of the panel for any reason. However, under no circumstances can the panel be reduced below three (3) members.
4. The parties shall agree to a method for scheduling arbitration cases before individual Arbitrators on the Panel and a method for selecting an Arbitrator from the Panel.
5. The fees and expenses of the Arbitrator, including necessary travel expenses shall be borne equally by the parties.
6. The written decision of the Arbitrator shall be rendered within thirty (30) calendar days from the closing of the record of the hearing or the receipt of post hearing briefs.
7. The decision of the Arbitrator shall be binding unless Judicial Review is sought. Judicial Review shall be under the Administrative Orders and Procedures Act [I.C. 4-21.5].

Section G. Limitations.

1. The Grievance Procedure set forth in this Article is the sole and exclusive method for seeking interpretation and enforcement of this Settlement

2. **Decisions under this Grievance Procedure are constrained by and limited to the application of the provisions of law, promulgated rule, personnel policy, work rule, and/or this Settlement. An Arbitrator has no authority to subtract from or add to the provisions of this Settlement. An arbitrator has no authority to assign a position to a classification other than an existing classification and the corresponding salary range. The remedy afforded to the employee must be consistent with Administrative Policy.**
3. **Adjudication of rights and responsibilities under this Settlement by a court is limited to judicial review and enforcement of final orders issued by the Arbitrator, in accordance with the Administrative Orders and Procedures Act, IC 4-21.5. No independent cause of action sounding in tort, contract or equity may be initiated or maintained under the terms of this Settlement or for the purpose of enforcing this Settlement.**

Section H. Attendance.

Stewards, grievants and witnesses shall request, and upon receiving approval from their supervisor, be allowed time off without loss of pay during working hours to attend hearings or other meetings with representatives of the State concerning grievances. Time spent by Stewards, Chief Stewards, Local Union Presidents, Council 62 representatives, grievants and witnesses in preparation with the Union for arbitration or judicial review by a court, shall not be paid for by the State.

ARTICLE 26

DISCIPLINARY ACTION

Section A. The parties recognize the authority of the State to take appropriate disciplinary action for just cause.

Section B. An employee who is being interviewed regarding an incident that is under investigation will be told if s/he is the subject of the investigation, and that the employee may request a Union Steward or another available employee who is not a subject of the same investigation to witness the interview. If, as the interview progresses, the employee becomes a subject of the investigation, the employee will be so advised and will be afforded the opportunity to request a Union Steward or another available employee, of the employee's choice, who is not a subject of the same investigation to witness the remainder of the interview. Any employee being interviewed during an investigation shall be informed that said interview does not constitute a pre-deprivation or disciplinary meeting. The witness will be allowed to attend without loss of pay.

Section C. Whenever it is determined that a suspension, demotion or dismissal may be appropriate, a pre-deprivation meeting shall be held with the employee at which the employee shall be entitled to union representation. Employees, other than those on leave or suspension, who are going to be the subject of a pre-deprivation meeting, shall have the meeting conducted during their scheduled work time or immediately adjacent to it. Pre-deprivation meetings will not be conducted on a day the affected employee is on a pre-scheduled vacation, pass day or pre-approved compensatory day, unless the pre-deprivation meeting is for an alleged act of gross misconduct. Reasonable notice of at least forty-eight (48) hours shall be given to the employee prior to this meeting. Reasonable notice shall include the reasons disciplinary action is contemplated and her/his right to union representation or to have another available employee, of the employee's choice, witness the meeting. The representative must be requested and notified by the employee. No pre-deprivation meeting shall proceed without the presence of the requested representative, if available. The representative may be a Steward, a Chief Steward, Local Union President, Council 62 representative, or another available employee of the employee's choice so that scheduling of the pre-deprivation meeting shall not be delayed. The employee will be provided an opportunity to respond and explain any mitigating circumstances during the meeting. No final determination of the case shall be made prior to this meeting with the employee. The employee will be notified of the results of the pre-deprivation meeting in writing within five (5) days after the decision is made. If the local Union President, or union designee, provided representation during the pre-deprivation meeting, they will also receive a copy of the results, upon request.

Section D. Disciplinary action for incidents, other than those which result in a suspension, demotion or dismissal, shall be initiated and implemented within thirty (30) calendar days of the incident or knowledge thereof, which resulted in discipline unless the State determines an investigation of a longer duration is necessary. Discipline, when invoked, will normally be progressive in nature; however, the State shall maintain the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. Disciplinary actions shall not be intentionally delayed for the purpose of intimidating an employee. Disciplinary actions shall be supported by timely and accurate investigation. The State shall formally notify the employee in writing of disciplinary action. The notice shall include his/her right to appeal the action through the grievance procedure.

Section E. Nothing in this Article shall prohibit the State from the imposition of an emergency disciplinary suspension and/or removal of an employee from the premises in cases where, in the judgement of the State, such action is warranted. In such instances, the pre-deprivation meeting may be conducted within forty-eight (48) hours.

Section F. The state shall not consider, for the purpose of discipline, documentation of a counseling after the employee has worked one (1) year subsequent to the counseling if the employee has not been further disciplined. The

state shall not consider, for the purpose of further discipline, documentation of a written reprimand after the employee has worked two years (2) years subsequent to the issuance of the reprimand, if the employee has not been further disciplined. The state shall not consider, for the purpose of further discipline, documentation of a suspension after the employee has worked three (3) years, subsequent to the suspension, if the employee has not been further disciplined. It is understood that counselings unrelated to performance of the duties of the job are disciplinary actions and are subject to the grievance procedure. Inactive disciplinary actions shall be removed at the request of the employee.

ARTICLE 27

PROBATIONARY EMPLOYEES

Section A. Probationary Period Required.

All appointments of newly hired state employees and appointments of permanent employees to different classifications shall be subject to a probationary period.

Section B. Duration.

The length of such probationary (or working test) period shall be as follows:

- 1. For persons who work on a full-time basis, the working test period shall be six (6) months.**
- 2. For persons working less than full-time but more than one-half time, the working test period shall be one (1) year.**
- 3. For persons working less than one-half time, the working test period shall be eighteen (18) months.**
- 4. Within the working test period, and upon written request of the appointing authority, with accompanying job related reasons, the State Personnel Director may extend the probationary (or working test) period by an additional six (6) month period. However, an employee who exceeds the working test or an extended working test period without receiving permanent status shall automatically receive that status.**

Section C. Application of Provisions.

- 1. Appointment of Permanent Employees to Different Classifications.**

Employees serving a probationary period as a result of an appointment to a different classification are required to satisfactorily complete the

working test period in order to become permanently assigned in the new class. Except as provided in subsection (2) below, such employees are covered by the provisions of this Settlement.

2. Failure of Promotional Working Test Period.

If an employee does not successfully complete a promotional working test or voluntarily requests to return to his/her previous classification, the State will make a good faith effort to reinstate the employee in the classification from which the employee was promoted. The removal of an employee from a promotional working test is not grievable unless the removal results in a dismissal or layoff.

3. Newly-Hired State Employees.

During their probationary period newly-hired state employees are subject to the provisions of this Settlement with the exceptions of Transfer (Article 19), Grievance Procedure (Article 25), Disciplinary Action (Article 26), and Promotions (Article 56).

4. Retention of Permanent Status.

Permanent employees who are transferred to new positions in the same class and level, or return from a leave of absence, or are reemployed during the merit reemployment period, or are rehired during the period for priority consideration after a layoff in the non-merit service, shall not be required to serve a working test period and are not probationary employees for any purposes under this Settlement

Section D. Definition of Permanent Employee.

As used in this Settlement, "permanent employee" means a merit or non-merit employee that has successfully completed the probationary period.

ARTICLE 28

NINE MONTH INSTITUTIONAL EMPLOYEES

Section A. Nine (9) month institutional employees will be reinstated to a position in their classification, if available, at the conclusion of the scheduled three (3) month break. The current practice for continuation of insurance coverage during the three (3) month break, shall be maintained for the life of this Settlement

Section B. Full time institutional employees working a nine (9) month work schedule shall accrue seniority and bonus vacation leave in the same manner and amount as employees working a twelve (12) month work schedule

Section C. A nine (9) month employee may annually choose to change status to a twelve (12) month employee subject to agency approval. For the three (3) month period that they are not performing their regular duties those employees may be worked out-of-class and if worked out-of-class their pay shall be their current rate of pay or the maximum of the range of the classification they are working in, whichever is less.

ARTICLE 29

SALARY SCHEDULE

Section A.

- 1. Employees shall be paid according to Appendix E or Appendix F. No unilateral change will be made in the salary schedule found in Appendix E or to any State Salary Administration Policy that has been incorporated into this Settlement. However, this does not restrict the State's authority to establish or revise recruitment differentials.**
- 2. Effective January 1, 1998, employees shall receive an increase to their current annualized base wage, not to exceed the maximum of their range, in accordance with the following schedule:**

<u>Employee's annualized base wage on 12/31/97</u>	<u>Percent Increase</u>
More than \$21,000	4.0%
\$19,000.01 to \$21,000	5.0%
\$17,000.01 to \$19,000	6.0%
\$15,000.01 to \$17,000	7.0%
\$15,000 or less	8.0%

- 3. Effective January 1, 1999, employees shall receive an increase to their current annualized base wage, not to exceed the maximum of their range, in accordance with the following schedule:**

<u>Employee's annualized base wage on 12/31/98</u>	<u>Percent Increase</u>
More than \$21,000	4.0%
\$19,000.01 to \$21,000	5.0%
\$17,000.01 to \$19,000	6.0%
\$15,000.01 to \$17,000	7.0%

\$15,000 or less

8.0%

- 4. The minimum of the pay ranges, with the exception of recruitment differential ranges, will be increased by two percent (2%) effective January 1, 1998 and again on January 1, 1999. The maximum of the pay ranges, with the exception of recruitment differential ranges, will be increased by one-half of one percent more than the maximum percentage wage increase attainable by an employee in that job category and skill level, as set forth in subsections 2 or 3 of this Section, effective January 1, 1998 and again on January 1, 1999. Adjustments to the pay ranges are reflected in Appendix E.**
- 5. Employees who are precluded by the maximum of their pay range from receiving the full percentage increase to their annualized base wage, which is indicated in subsections 2 or 3 of this Section, shall receive, on their anniversary date, a lump sum payment equal to the difference between the wage increase actually received and the applicable amount indicated in subsections 2 or 3 of this Section.**

Section B. Whenever the State establishes or increases a recruitment differential for a bargaining unit classification the differentials assigned to the minimum of the range shall be applied to the salaries of all incumbents in the affected classification, as well as to new hires.

ARTICLE 30

HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS

Section A. During the term of this Settlement, the State will make available to full-time employees covered hereunder a group health, dental and life insurance plan. In addition to the traditional group health plan, the State may contract with various health maintenance organizations (HMO's) to offer insurance. In the event the State returns to a first dollar, non-comprehensive plan the persons covered by this Settlement will have the opportunity to participate in same.

Section B. Effective July 1, 1997 the State's bi-weekly contribution to the traditional group health plan will be \$205.65 for family coverage and \$80.80 for single coverage. Effective July 1, 1997 the employee's bi-weekly contribution to the traditional group health plan will continue at its current rate. Effective January 1, 1998 the State's bi-weekly contribution to the traditional group health plan will be \$202.09 for family coverage and \$80.49 for single coverage. Effective January 1, 1998 the employee's bi-weekly contribution to the traditional group health plan will be \$38.46 for family coverage and \$3.22 for single coverage. The State's

contribution for HMO coverage will be the same dollar amount for both single and family coverage as is paid by the State toward the traditional group health plan.

Section C. The State agrees to pay eighty percent (80%) of any increase in the total premiums for family coverage and ninety-five percent (95%) of any increase in the total premiums for single coverage in the traditional group health plan during the life of this Settlement. The State's contribution for HMO coverage will continue to be the same dollar amount for both single and family coverage as is paid by the State toward the traditional group health plan.

Section D. The parties have agreed to the following changes:

- 1. The traditional health care plan shall be changed to one of a comprehensive design, with all services subject to deductibles and copays except the Managed Mental Health and the substance abuse program, the managed care pharmaceutical network and the managed care podiatric program.**
- 2. The deductibles shall be based upon the employee's salary. Employees with a base salary less than \$25,000 shall have annual deductibles of \$125 per person not to exceed \$400 per family. Employees earning a base salary greater than \$25,000 shall have annual deductibles of \$250 per person not to exceed \$600 per family.**
- 3. The copay shall be 80/20 for all in-network services.**
- 4. The maximum out-of-pocket cost shall be \$1,000 per person not to exceed \$2,500 per family.**
- 5. There shall be an out-of-network differential of 20% for using services not within the provider network. This penalty does not accrue toward the maximum out of pocket cost. Out of network penalties will not apply to emergency accident or emergency illness care (as defined in the policy) or to an employee whose principal residence is more than thirty (30) miles from a network provider.**
- 6. There shall be a managed care pharmaceutical network with a separate annual deductible of \$25.00 and in-network reimbursement at ninety percent (90%) for generic-drugs and eighty percent (80%) for name brand drugs. Out of network reimbursement is sixty percent (60%) for all covered drugs.**
- 7. The ninety (90) day continuation of coverage upon separation shall be eliminated.**

- 8. Dependent Definition that establishes eligibility for coverage under the State of Indiana health plans shall be changed to the following criteria:**

Eligibility dependents include:

- a. Your spouse and qualified children**
 - b. Qualified children include:**
 - 1) Your unmarried children and step-children until the end of the calendar year of their nineteenth (19) birthday;**
 - 2) Your unmarried children and step-children who are full-time students until the end of the calendar year of their twenty-third (23) birthday;**
 - 3) Unmarried children for whom the member or the member's spouse has a legal relationship. Proof of legal guardianship is required within thirty-one (31) days of the date guardianship is appointed; or,**
 - 4) Unmarried adopted children of the member or the member's spouse from the earlier of:**
 - a) The date of placement for the purpose of adoption; or,**
 - b) The date of entry of a court order granting the adoptive parent custody of the child.**
 - c) Qualified children may be continued as dependents past the age of nineteen (19) if they are chiefly dependent on the member or the member's spouse and are unable to work due to a mental retardation or physical handicap. They must be qualified dependent's of the member or the member's spouse when they reach the age of nineteen (19) and their disability must have been manifested before they reach the age of nineteen (19). This extension will not be granted unless qualifying evidence of the disability is supplied within one hundred twenty (120) days after age nineteen (19) is reached. Satisfactory evidence of continuing disability will be required at reasonable intervals for plan participation.**
- 9. Effective January 1, 1996 the following services will also be covered by the traditional plan: annual physical, well-baby immunizations for children up to two (2) years of age, flu shots and pap smears (annual).**
- 10. The State will allow an additional open enrollment period during January, 1998 for purposes of allowing an employee to make changes in health insurance coverage.**

Section E. The State will provide employees a vision care program and contribute one hundred percent (100%) of the cost of coverage. An employee may purchase, through the state program, vision care for the employee's dependents.

Section F. The State will contribute one hundred percent (100%) of the cost of group dental coverage.

Section G. Effective July 1, 1997 the State will contribute fifteen cents (\$.15) bi-weekly per one thousand dollars (\$1,000.00) of salary toward coverage under the basic group term life insurance program. Effective January 1, 1998 the State will contribute thirteen cents (\$.13) bi-weekly per one thousand (\$1,000.00) of salary toward coverage under the basic group term life insurance program.

Section H. Supplemental Life Insurance will be offered on the basis of employee only; employee and spouse; employee, spouse, and children; and employee and children coverages.

Section I. The State will participate with AFSCME Council 62 designees in a Special Health Care Redesign Committee, the purpose of which is to design a health, dental, EAP and vision program for State employee with the selection of insurance carrier(s) being reserved to the State.

The recommendations of the Special Health Care Redesign Committee are not binding, but are subject to negotiations by the parties during the reopener.

Health Care Committee members shall not suffer loss of pay for travel to and from and attendance at the meetings. Overtime shall not be paid and compensatory time off shall not accrue if the meeting and travel time exceed the employee's regular work schedule. Travel expenses will be reimbursed in accordance with Article 51, Section B of this Settlement.

Section J. The first occurrence of out-of-network care, based on a prior written referral from an in-network provider, shall be reimbursed at the in-network rate. The written referral must be submitted for in-network reimbursement to be received and the employee will be notified that further services from the same out-of-network provider will be treated as out-of-network service. The network administrator will use the written referral to initiate its sanctioning process against the provider.

ARTICLE 31

PREMIUM CONVERSION (Taxpayer)

Section A. Pursuant to the State's qualified premium conversion plan under Section 125 of the Internal Revenue Code, withholdings of contributions for

insurance and long term disability premiums for employees in the units shall be on a pre-tax basis.

Section B. Continued participation in the plan will be automatic unless the individual employee opts out. Employees shall be given the opportunity to opt out on a yearly basis.

ARTICLE 32

HOLIDAYS

Section A. The following legal holidays shall apply to all employees covered by this Settlement:

**New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Primary Election Day
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day**

When a holiday provided for above falls on Sunday, the State shall grant the following Monday as the holiday. When a holiday provided for above falls on Saturday, the State shall grant the preceding Friday as the holiday.

Section B. The Governor may shift to another day the observance of a legal holiday.

Section C.

- 1. When an employee would be regularly scheduled to work on the day a legal holiday is observed and does not work, the employee will receive holiday pay, i.e. wages for the holiday.**
- 2. When an employee, normally scheduled to be off the day a legal holiday is observed, does not work that day, the employee may elect to receive**

holiday pay, i.e. wages for the holiday, or may elect to be credited with an equal amount of compensatory time off subject to the approval of the State. For purposes of this Settlement wages for a holiday will be calculated by dividing by ten (10) the employee's current bi-weekly salary, as set forth in Appendix E or Appendix F.

3. Employees who are required to work on the day a legal holiday is observed shall be entitled to holiday pay, as defined above, or an equal amount of compensatory time off at the option of the employee. For the hours actually worked on the holiday, the employee will be paid at their regular hourly rate. There will be no premium pay for hours actually worked on a holiday unless otherwise subject to payment under Article 22.
4. If compensatory time is chosen by the employee in lieu of holiday pay, the employee may request the date on which the employee wishes to take such compensatory time off and the employee's request will not be unreasonably denied. In the event that more than one employee requests the same shift/day, the employee(s) with the most state seniority shall be given preference in the use of holiday compensatory time off.

Section D. In order to be eligible for holiday pay, an employee must be in pay status during the week in which a holiday is observed.

Section E. An employee may observe a bona fide religious holiday, consistent with the religious tenets adhered to by the employee and not included in the list in Section A. provided:

1. the time off is charged to vacation, compensatory time off, personal leave or leave without pay general, at the employee's choice;
2. the employee gives two (2) weeks advance notice; and,
3. the employee's absence does not conflict with the operational needs of the State.

ARTICLE 33

VACATION LEAVE

Section A. Full-time employees eligible to earn vacation leave shall earn 7.5 hours of vacation leave with pay for each full month of employment. Part-time employees eligible to earn vacation leave shall earn 3.75 hours of vacation leave with pay for each full month of employment. Vacation leave with pay will not be credited to employees working less than one-half time.

Section B.

- 1. Employees eligible to earn vacation who have completed five (5) or more years of full-time employment, or ten (10) or more years of half-time employment, shall accrue 22.5 additional hours of vacation leave with pay annually on their accrual date.**
- 2. Employees eligible to earn vacation who have completed ten (10) or more years of full-time employment, or twenty (20) or more years of half-time employment, shall accrue 37.5 additional hours of vacation leave with pay (22.5+37.5 for a total of 60 additional hours) annually on their accrual date.**
- 3. Employees eligible to earn vacation who have completed twenty (20) or more years of full-time employment, or forty (40) or more years of half-time employment, shall accrue 37.5 additional hours of vacation leave with pay (22.5+37.5+37.5 for a total of 97.5 additional hours) annually on their accrual date.**
- 4. Time spent in out-of-pay status, except for military service and leave without pay for union business, shall be deducted from total service time in computing eligibility for additional (bonus) vacation leave.**
- 5. Non-continuous service prior to June 30, 1982, shall not be considered in determining eligibility for additional (bonus) vacation leave.**

Section C. No vacation shall accrue to eligible full-time employees during the first six (6) months of employment, or to eligible part-time employees during the first twelve (12) months, but upon completion thereof, regular vacation leave shall be allowed for time served during such periods.

Section D. Consistent with the operational needs of the State, vacation leave shall be granted at such times during the year as requested by the employee. The State will not condition approval of vacation leave on the reason for the request; however, vacation leave may not be taken to cover periods of incarceration, unless the vacation was scheduled prior to the employee being incarcerated. Any vacation leave requested and approved more than one month in advance may not be rescinded due to staffing shortages. Where more employees request vacation than can be accommodated, state seniority will govern the selection of the employees whose request will be granted, unless otherwise agreed to by the parties. Employees may not take vacation leave without the approval of the appointing authority or designee. State must respond within forty-eight (48) hours to any vacation leave request except in cases where a formal vacation request/distribution procedure is in place. Employees shall be limited to four (4) calendar weeks of vacation at any one time unless a longer period is recommended by the appointing authority and approved by the State Personnel Director.

Section E. For the good of the service in arranging vacation schedules, the State Personnel Director may approve the request of an appointing authority for full-time employees to be advanced vacation leave not to exceed 22.5 hours.

Section F. Payment for Unused Vacation, Earned Overtime, and Holidays on Separation.

1. Upon separation from the service in good standing, an employee shall be paid for unused vacation for a maximum of 225 hours of accrued leave, plus earned overtime and holiday leave to the extent accumulated.
2. Payment for unused vacation leave, not to exceed 225 hours of accrued leave, and all earned overtime and holiday leave shall be paid to beneficiaries of deceased employees.
3. If the employee has been advanced vacation or holiday leave, and separated from the service before actually earning such leave, payment for leave used but unearned shall be deducted from the final payment of salary.
4. Full-time employees who resign before they have completed six (6) months of employment or part-time employees who resign before completing one (1) year of employment will not be paid for any vacation leave.

Section G. Charging of Leave.

1. Effective on rule promulgation, vacation leave will be charged in fifteen (15) minute increments.
2. Vacation shall not be charged on a legal holiday.
3. Vacation leave may be used as sick; leave if employee has no sick leave available.

Section H.

An employee who resigns in good standing after June 30, 1982, and is subsequently rehired, shall have reinstated six (6) months after rehire, any vacation leave that was accrued but was unused and uncompensated at the time of his/her resignation.

Section I. Employees who transfer or who are reassigned from one department or agency to another shall not lose any accrued vacation leave.

Section J. Leave (General)

Employees using accrued leave time shall not be required to work alternative days.

ARTICLE 34

PERSONAL LEAVE

Section A. Personal leave is defined as absence from duty with pay for personal reasons.

Section B. Personal leave shall accrue to eligible full-time employees at the rate of 7.5 hours for every four (4) months of full-time employment and to eligible part-time employees working at least half-time at the rate of 3.75 hours for every four (4) months of service. Personal leave shall not accrue to employees who work less than half-time.

Section C. No employee may accrue a personal leave balance in excess of 22.5 hours. If an employee is otherwise eligible to accrue personal leave, but said accrual would increase the employee's balance beyond the three (3) day 22.5 hour limit, the personal leave day shall be credited to the employee's sick leave balance.

Section D. An employee's request to use accumulated personal leave shall not be unreasonably denied. Effective upon rule promulgation, personal leave will be charged in fifteen (15) minute increments.

Section E. An employee who resigns in good standing after June 30, 1982, and is subsequently rehired, shall have restored, six (6) months from date of rehire, any personal leave that was accrued but unused at the time of resignation.

ARTICLE 35

SICK LEAVE

Section A. Sick leave is defined as absence from duty of any employee due to personal illness, injury, or legal quarantine. An employee may use sick leave for appointments with any licensed health care provider.

Section B.

- 1.** Sick leave with pay shall accrue to eligible full-time employees at the rate of 7.5 hours for every two (2) full months of employment plus 7.5 additional hours for every four (4) months of full-time employment.

2. Sick leave with pay shall accrue to eligible part-time employees at the rate of 3.75 hours for every two (2) months of employment plus 3.75 additional hours for every four (4) months of part-time employment. Sick leave shall not accrue to employees who work less than half-time.

Section C. Employees shall request leave under this Article a minimum of fifteen (15) minutes from the start of their assigned work hours. Employees in multi-shift operations shall request sick leave at least one (1) hour prior to the start of their shift. Employees shall not be disciplined or receive an occasion for the use of sick leave in compliance with this Article. The inappropriate use of sick leave may result in discipline and be considered when evaluating the employee's performance and qualifications. Employees using accrued leave time shall not be required to work alternative days. Effective upon rule promulgation, sick leave will be charged in fifteen (15) minute increments.

Section D. Employees who resign in good standing after June 30, 1982, and are subsequently rehired, shall have reinstated any accrued sick leave which was unused at the time of their resignation.

Section E. Sick leave may be used for an illness or injury in the employee's immediate family which necessitates the employee's absence from work. For this purpose, immediate family shall mean spouse, child, parent or other person who resides with and is dependent upon the employee for care and support.

Section F. All previously accrued special sick leave will continue to be available for use by full-time employees with continuous service in accordance with applicable rule.

ARTICLE 36

SHORT AND LONG TERM DISABILITY

Section A. Continuation of Plan.

The State will continue to provide short and long term disability benefits in accordance with the provisions of IC 5-10-8-7(d) and 31 IAC 3.

Section B. Availability of Detailed Explanation of the Plan.

For complete details and explanation regarding rights and obligations established in the Disability Plan, or for a copy of the rules, employees should contact their designated union steward, personnel officer, or the State Personnel Department. The general explanation of benefits which follows, is intended to give an overview

of the program. Specific rights, responsibilities, and administrative practices are prescribed in state statute and promulgated rule.

Section C. General Explanation of the Plan.

- 1. The purpose of this program is to replace a portion of an employee's income and maintain group medical, dental and life insurance if the employee becomes disabled, as a result of either a job related or nonjob related illness or injury. Employees eligible for disability benefits remain on the State's staffing reports. Active employees who have been employed by the State of Indiana on a permanent full-time basis for a continuous period of six (6) months are eligible.**
- 2. Short term disability benefits are payable at sixty percent (60%) of the employee's base bi-weekly wage, for a period of five (5) months, after a thirty (30) consecutive calendar day waiting period.**
- 3. Long term disability benefits are payable, after a six (6) month waiting period, at fifty percent (50%) of the base bi-weekly wage for two (2) years and at forty percent (40%) of the base bi-weekly wage for an additional two (2) years.**
- 4. Benefits for disabilities incurred in the line of duty and which result from the wrongful or negligent act of another person are payable at one-hundred percent (100%) of the base bi-weekly wage, for one (1) year, after a seven (7) day waiting period.**
- 5. Several benefit options are available to a disabled employee including the following:**
 - a. An employee may increase the basic short and long term disability benefit by twenty percent (20%) by choosing to have one (1) day of accrued leave charged each week.**
 - b. An employee may choose to forego disability benefits and receive one-hundred percent (100%) salary continuation by charging the absence to accrued leave.**
 - c. Employees eligible for Workers' Compensation may choose to forego disability benefits and receive one-hundred percent (100%) salary continuation by using accrued leave proportionate to the difference between Workers' Compensation benefits and full salary.**
- 6. Administrative requirements include the following:**

- a. An application for benefits must be submitted to the State Personnel Department before the employee becomes eligible for benefits. Short term disability benefits will be paid as of the thirty-first (31st) calendar day of absence or the date of application, whichever is later. The application must include the employee claim statement, medical release, and employee options statement.
 - b. Disability must be evidenced by a physician's statement.
 - c. Application must be made for social security disability when the employee becomes qualified for those benefits.
 - d. Income from other sources must be reported within seven (7) calendar days of the date the employee begins receiving other income.
 - e. A coordination of benefits provision reduces disability benefits when income is derived from certain other sources. If offsets reduce the disability benefit below the amount necessary to make employee contributions to health and life insurance, the State pays the employee's share of the premium.
7. Disability benefits stop if the employee fails to submit information necessary for claim administration, refuses to accept work assignments appropriate to the employee's medical condition, commits fraud related to the application for benefits, or no longer meets the standards set in the definition of disability.

ARTICLE 37

PREGNANCY RELATED DISABILITY LEAVE

Section A. An appointing authority shall grant pregnancy related disability leave with pay during the period in which any employee is disabled by pregnancy, miscarriage, abortion, childbirth or related medical conditions. Payment of regular wages during such period or periods, however, shall be conditioned upon and limited to the employee's use of any sick, special sick, vacation, personal leave days or compensatory time off she has accrued. An employee who is disabled by a pregnancy related condition and is eligible for short or long term disability may receive benefits provided by the disability plan.

Section B. An appointing authority shall grant to an employee pregnancy related disability leave without pay during the period in which the employee is disabled by pregnancy, miscarriage, abortion, childbirth or related medical conditions.

Section C. At the end of the leave of absence the employee shall be returned to the same classification held at the time the leave was granted. If there are no available positions, layoff procedures will be initiated to determine which employee is to be laid off.

ARTICLE 38

HOSTAGE LEAVE

An employee who is determined by an agency head to have been held hostage, will be eligible for disability benefits as provided in Article 36, Section C. 4., provided a leave of absence is determined necessary by a mutually accepted licensed physician or psychiatrist for recovery from mental or emotional stress. An employee may use accrued sick, vacation, or personal leave during the required seven (7) calendar day waiting period before disability benefits become available.

ARTICLE 39

FUNERAL LEAVE

Section A. The State shall allow leave with pay, not to exceed three (3) work days, in the event of the death of any relative specified in this Article. The employee's request for the leave shall be honored. The days shall be in conjunction with the time of the death or date of the funeral.

Section B. The leave shall be granted upon the death of husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, or the spouse of any of these, or a person living in the same household with the employee. For a married employee, these members of the spouse's family are included. For purposes of this Article, "steps" or "greats" of the above listed relatives are also covered. An employee will be permitted to attend funeral services for an individual not specified herein, if the request to attend is approved and employee uses accrued vacation, personal or compensatory paid leave to cover the absence.

Section C. The employee's request shall be communicated to the appropriate designated management representative within fifteen (15) minutes from the start of his/her shift or sooner, if possible. For employees in seven (7) day, twenty-four (24) hour operations, notice shall be required one (1) hour prior to the start of the shift.

Section D. If the employee needs additional time off, s/he may use accrued compensatory time, vacation or personal leave to cover that additional time with the approval of the supervisor.

Section E. The State reserves the right to require documentation to verify the authenticity of the request when there is a legitimate reason to compel such verification. Documentation means a statement from a funeral home or obituary indicating the name of the deceased, date of death, location and date of funeral.

ARTICLE 40

JURY/WITNESS LEAVE

Section A. Employees who are lawfully required to report for jury duty, or to serve as witnesses before any body or agency having subpoena powers, shall be granted leaves of absence by the appointing authorities from their positions during the required absence for such duty. When such leaves of absence are granted for jury duty or to serve as witnesses in matters relating to employment with the State, they shall receive that portion of their regular salary from the State which will, together with the compensation for such court service, equal their total regular salary for the same period.

Section B. Employees serving on a jury and assigned to shifts other than the day shift shall, upon request, be transferred to the day shift during the period of court service.

ARTICLE 41

EMERGENCY CONDITIONS LEAVE

Section A. The State Personnel Director may authorize the closing of a state facility or the curtailing of operations due to emergency conditions. Employees whose worksite is affected by the declaration of the emergency, shall be given leave with pay. Employees required to work during an emergency shall be granted compensatory time off on an hour for hour basis for such hours worked.

Section B. If conditions of a serious nature exist, but not sufficient to close facilities or curtail operations, the Appointing Authority may authorize leave without pay for affected employees. Employees may elect to use vacation leave, personal leave, or compensatory time to cover their absence.

Section C. The provision of this Article shall not apply to employees on sick leave or any other prior approved leave or to any other employees who are engaged in emergency response activities such as, but not limited to, radio operations and emergency management.

ARTICLE 42

MILITARY LEAVE WITH PAY

Employees who are members of the Armed Forces Reserves or the National Guard shall be entitled to leave of absence for consecutive or non-consecutive periods, not to exceed fifteen (15) calendar days in any calendar year, without loss of pay or time. The employee shall be required to submit a written order or official statement requiring the military duty which will be used to determine the number of days charged under this Article.

ARTICLE 43

MILITARY LEAVE WITHOUT PAY

Section A. Eligibility for Military Leave.

Any employee, upon request, shall be granted a leave of absence without pay to cover the length of his/her services in the armed forces of the United States.

Section B. Reinstatement Following Military Leave.

Reinstatement from such leaves of absence will be made in accordance with the policies outlined below:

- 1. An employee granted a military leave of absence will accrue his/her credit for length of service during his/her absence for promotional examinations or for other changes in status within the service.**
- 2. No sick leave, personal leave or vacation leave credits will accrue during military leave.**
- 3. An employee granted a military leave will retain his/her status and rank on any promotional list on which his/her name appears as long as the promotional list is in effect.**

Section C. Requirements for Return to Former Class or Position.

An employee granted a military leave of absence shall be reinstated to his/her former class or position upon his/her return provided that:

- 1. S/he was separated from the service under honorable conditions.**
- 2. His/her written application for reinstatement is made in compliance with applicable selective service provisions. The written application for reinstatement should be addressed to the appointing authority of the agency or institution in which the employee worked when leave was granted and a copy sent to the State Personnel Department.**

3. S/he is physically and mentally fit to satisfactorily perform his/her assigned responsibilities.

Section D. Process of Return from Military Leave.

1. An employee returning from military leave shall be reinstated in the same class as that which s/he held when granted the leave, unless the class has been eliminated from the state classification plan or from the organizational plan of the agency involved. The reinstatement shall be at the same or greater salary, provided that the salary is within the current range for the class. If the class has been eliminated, the appointing authority shall recommend, in writing to the State Personnel Department, reinstatement in an appropriate class in the same salary grade and employment area as the eliminated class.
2. If there is no vacancy in the former class and level of employment, a vacancy shall be created by demoting the employee in the appropriate class who has the least retention score. If demotion is not feasible, said employee will be laid off.
3. If the employee on military leave fails to make application for return from leave in compliance with applicable selective service provisions, after his/her compulsory tour of duty or completion of his original enlistment, such failure will be considered as an automatic resignation. If the veteran was a regular employee at the time s/he left for military service, s/he shall have re-employment rights. If s/he was serving an original working test period, s/he may have his/her name placed on the appropriate employment list(s), if the list(s) are still in effect, by submitting a written request to the State Personnel Director.

ARTICLE 44

FAMILY & MEDICAL LEAVE

Section A. An appointing authority shall grant a permanent employee's request for leave of absence in conjunction with the birth or placement of a child for adoption or foster care, as long as the leave concludes within twelve (12) months following the birth or placement. The appointing authority shall also grant leave to care for a spouse, child, or parent who has a serious health condition or for a serious health condition which prevents the employee from being able to perform the essential functions of his/her position.

Section B. At least fifteen (15) working days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and

expected duration of such leave. If fifteen (15) working days notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide proof of the birth or placement for adoption or the Certification of Physician or Practitioner. If the Appointing Authority has reason to doubt the validity of an employee's medical certificate, the Appointing Authority may require that the employee obtain a second medical opinion from a provider designated by the State. The second opinion may not be obtained from a physician who is employed by or regularly contracts with the State. If the medical opinions differ, the Appointing Authority shall provide the employee a list of two (2) or more specialists in the appropriate field and the employee shall select the third health care provider whose opinion shall be final and binding. Both the second and third opinions shall be at the State's expense.

Section C. Intermittent leave usage and modified work schedules shall be granted where a spouse, child or parent has a serious medical condition and is dependent upon the employee for care. Intermittent leave usage and modified work schedules may be granted following birth or placement of a child. Where intermittent leave or modified work schedule is medically necessary (e.g., for scheduled treatment) the employee and Appointing Authority shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the State's operations, subject to the approval of the health care provider. At the conclusion of a leave, the employee will be returned as described in Section F of this Article.

Section D. An employee is not entitled to more than twelve (12) weeks of family/medical leave in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used, measured backward from the date leave is used. If available and appropriate, ten (10) days of accrued sick leave shall be used prior to receiving leave without pay. Thereafter, an employee may choose to use appropriate accrued paid leave or leave without pay. Use of paid leave shall count against the twelve (12) weeks guaranteed under this policy. An employee who has exhausted the twelve (12) weeks of family/medical leave is not prohibited from taking other appropriate accrued leave to which the employee is entitled under this Settlement.

Section E. During the time an employee is on family/medical leave, the employee shall be entitled to coverage under State health and life insurance on the same terms and conditions in effect at the time the leave began, provided the employee continues to pay the required employee share of premium while on leave.

Section F. An employee returning to work from Family and Medical Leave shall be returned to the same or equivalent position from which s/he left. The employee is also entitled to be returned to the same shift or equivalent schedule.

ARTICLE 45

PARENTAL INVOLVEMENT IN CHILDREN'S EDUCATION

The parties recognize the positive role parental and other adult involvement in school activities play in promoting educational success. The parties intend, by this Article, to foster employee involvement in their children's educational programs through participation in parent-teacher conferences, classroom activities, or other such activities. The State shall make reasonable efforts to approve employee requests for time off for this purpose while ensuring that the delivery of services is not adversely affected. Employees must request prior supervisory approval for such work schedule adjustments, as are necessary to accomplish the intent of this Article, and may be granted such work schedule adjustments only for those instances where school visits are involved.

ARTICLE 46

LEAVE WITHOUT PAY FOR UNION BUSINESS

Section A. An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted up to two (2) years of leave without pay. Such leave will not be unreasonably denied, and will be renewed automatically until such time as notified otherwise by the Union.

Section B. Any requests for such leave shall be submitted, in writing, by the Union to the State Personnel Director, or designee and the appointing authority.

Section C. During the period of such leave, the employee shall continue to accrue creditable service time towards seniority and bonus vacation; however, bonus vacation will not be credited to an employee's account while on leave. An employee on leave without pay shall not accrue sick, vacation or personal leave.

Section D. During the period of such leave, the employee shall be entitled to coverage under state health, life insurance, and retirement programs, provided that all premiums or contributions (both State and employee shares) are to be paid by the employee.

Section E. At the end of the leave of absence the employee shall be returned to the same position, or a position at the same worksite reasonably comparable to that held at the time the leave was granted, if such position is available. Upon return from union leave, the employee's salary shall reflect any general salary adjustment which was granted to all employees in the affected classification.

ARTICLE 47

TIME OFF FOR UNION BUSINESS

Section A. Employees shall be allowed time off without loss of pay during working hours to attend committee meetings if such committee has been established by this Settlement and if such employees are entitled by the provisions of this Settlement to attend such meetings.

Section B. The agency shall not unreasonably deny requests from properly designated union members for the use of vacation, accrued compensatory time, or leave without pay when requested for the purpose of attending authorized union functions and business not otherwise covered by this Settlement. Requests for leave shall be made in advance to the immediate supervisor so as not to unduly interfere with the operation of the agency.

Section C. An employee using leave time for Union business may have up to ten (10) such days restored if the Union agrees to reimburse the State for the salary paid. These days will not be considered time worked for the purposes of calculating overtime during the week(s) in which the leave occurs. All other benefits which normally apply to regular work time and payment, will apply under this provision.

ARTICLE 48

LABOR-MANAGEMENT COMMITTEES

Section A. Statewide Labor-Management Committee.

- 1.** The State and the Union will maintain a Statewide Labor-Management Committee. The parties agree to continue existing Agency-wide Labor Management Committees within the Department of Correction, Department of Revenue, Family and Social Services Administration, the Division of Family and Children Services, the Division of Mental Health, and the Division of Aging and Rehabilitation Services, the Department of Health, and the Department of Workforce Development.
- 2.** The aforementioned Committees shall consist of an equal number of representatives, as mutually agreed upon by the parties, each party selecting its own representatives. The Committee will be co-chaired by a Union Representative and a Representative of the State.
- 3.** The aforementioned Committees shall meet twice per year, at the request of the Union, at mutually agreeable times and places. Additional meetings may be scheduled by mutual agreement between the State Personnel Director and/or respective Agency Head and the Union.

4. The parties shall exchange agenda items at least fourteen (14) calendar days prior to any scheduled meeting date and shall establish the agenda in advance of the meeting. Last minute agenda items may be addressed.
5. The purpose of the Committee is to discuss issues of mutual concern. The Statewide and Agency-wide Labor-Management Committees are advisory and do not have the authority to modify this Settlement.
6. Additional Agency-wide Labor-Management Committees may be established by mutual agreement.
7. Training and apprenticeship programs are subjects for discussion at the Statewide Labor Management committee.

Section B. Local Labor-Management Committees.

Where Local Labor-Management Committees have been established, they shall remain in effect for the life of this Settlement. Requests for additional Local Labor-Management Committees shall be submitted to the Agency-wide Labor-Management Committee. The Local Labor-Management Committees shall be advisory and of a limited duration.

Section C. Statewide, Agency-wide and Local Labor-Management Committees.

1. Statewide, Agency-wide and Local Labor Management Committee members shall not suffer loss of pay for travel to and from and attendance at the meetings. Overtime shall not be paid and compensatory time off shall not accrue if the meeting and travel time exceed the employees regular work schedule. Travel expenses will not be reimbursed.
2. The State and/or the Union may have time to caucus during meetings as mutually agreed.
3. Employee's scheduled by the State to attend Labor-Management meetings will be allowed to request an adjustment to their work schedule so as to attend the Labor-Management meeting during regular work hours.

ARTICLE 49

HEALTH AND SAFETY

Section A. General.

The State recognizes its duty, as provided under applicable law, to provide and maintain a safe working environment. The Union will encourage employees to observe established safe working policies and practices.

Section B. Statewide Joint Health and Safety Committee.

- 1. The parties shall establish a Statewide Joint Health and Safety Committee consisting of five (5) representatives of each party. Each party shall select its own representative. Additional participants may be invited by either party providing notice is giving to the other party when the agenda is established.**
- 2. The Committee shall meet quarterly at mutually agreeable times and places.**
- 3. Agendas will be established in advance.**
- 4. The purpose of the Committee is to discuss safety issues of mutual concern, including violence in the workplace and rapid response to emergency condition issues.**
- 5. All Committee recommendations shall be in writing and advisory only.**
- 6. A mutually agreed committee member shall take minutes to be reviewed by both parties for approval and dissemination.**

Section C. Agency/Local Health and Safety Committees.

Upon mutual agreement of the Union, the State Personnel Director, or designee and the appropriate agency appointing authority, Agency/Local Health and Safety Committees may be established. Committee recommendations shall be in writing and advisory only.

Section D. Statewide and Agency/Local Health and Safety Committees.

Statewide and Agency/Local Health and Safety Committee members shall not suffer loss of pay for travel to and from and attendance at the meetings. Overtime shall not be paid and compensatory time off shall not accrue if the meeting and travel time exceed the employee's regular work schedule. Travel expenses will not be reimbursed. Union committee members will be released from their worksite in time to attend a pre-meeting caucus.

Section E. Union Designee to the State Safety Committee

The Union shall be afforded the opportunity to appoint one (1) representative to serve on the State Safety Committee. The representative shall not suffer loss of

regular wages for travel to and from and attendance at the meetings. Overtime shall not be paid and compensatory time off shall not accrue if the meeting and travel time exceed the employee's regular work schedule. Travel expenses will be reimbursed in accordance with Article 51, Section A of this Settlement.

Section F. Safety Inspections.

1. The Union will be advised of any safety inspections by OSHA/IOSHA. The Union shall receive a full report of the findings. A representative of the State and a representative of the Union at the location will be authorized to accompany the inspection team.
2. The Union will be afforded the opportunity to inspect the employer's facility to ensure compliance with existing safety and health procedures.
3. The Union Health & Safety representative will be notified immediately whenever there is a catastrophic event, an event requiring a hospital stay or fatality at the worksite and will be given immediate access.
4. A Steward may accompany the Union Health & Safety representative on inspections at the steward's work location without having the time charged against the CAP established in Article 24.

Section G. Health & Safety Needs.

1. The State shall provide Health & Safety training/awareness work shops.
2. An employee required, as a condition of continued employment to undergo testing for a disease or to be immunized will be provided testing and/or immunization at no cost.

Section H. In the event that any State employee comes into contact with any body fluid/body waste of another person, said employee shall immediately be given the opportunity to shower.

ARTICLE 50

EMPLOYEE ASSISTANCE PROGRAM

The existing Joint Union-Management Committee will be continued during the life of this Settlement. Its purpose will be to advise on the development, communication, and monitoring of utilization of the Employee Assistance Program.

ARTICLE 51

TRAVEL

Section A. When an employee, covered by this Settlement, is in travel status authorized by the State, the employee shall be reimbursed for expenses in connection with authorized travel in accordance with travel policies established by the State. The current state travel policy is Financial Management Circular 97-1.

Section B. An employee in travel status is entitled to a subsistence allowance not to exceed the amount provided in the most recent appropriation bill enacted by the Indiana General Assembly and the current state travel policy. The subsistence allowance will be reduced when meals are provided as a part of registration fees or with the use of funds controlled or provided by the State. Generally, an employee is not entitled to subsistence allowance for overnight travel if travel takes the person fifty (50) miles or less from the employee's permanent work station or the employee's home.

The State commits during the life of this Settlement to commence a review of its travel reimbursement practices. The State will examine ways to improve the timeliness of reimbursement, where necessary, and to simplify and standardize communication of its travel policies to State employees to assist them in ensuring that they have provided all necessary information and documentation to receive their reimbursement promptly. The State's review will include an examination of those limited instances in which direct billing of hotels and travel advances may be appropriate.

Section C. Motor pool vehicles shall be used when available and practical. An employee in travel status shall be reimbursed for personal automobile mileage for in-state business travel at the rate of 28 cents per mile or as set forth in Financial Management Circular 97-1, whichever is greater.

Section D. Except as expressly provided for in the State's travel policy, an employee requesting reimbursement for the actual cost for any properly reimbursable item of expenditure, in connection with authorized travel, must submit a claim for reimbursement covering only his/her own expenses. The claim for reimbursement shall be on the appropriate form provided by the State and must include original receipts.

Section E. An employee must receive prior authorization for out-of-state travel.

Section F. In the event the travel rates increase during the term of this Settlement, those increases shall be effective for employees covered by this Settlement.

Section G.

1. Overtime eligible employees shall be paid for travel time as required by the Fair Labor Standards Act.
2. Employees entitled to overtime under the FLSA will be entitled to:
 - a. Pay for time spent in travel to and from temporary reassignments which is in excess of their regular commute time to and from their usual work station; and
 - b. Reimbursement as described in FMC 97-1. including mileage based on the distance between their usual work station and the temporary reassignment, or between the employee's home and the temporary reassignment, whichever is less.
 - c. This provision does not apply to nine (9) month employees.
3. Employees entitled to overtime under the FLSA who are assigned an employer provided vehicle and who regularly work a region will be entitled to:
 - a. Pay for time spent in travel to and from the temporary assignment which is beyond their region: and
 - b. Reimbursement as described in FMC 97-1.

Section H. The subject of in-state travel advances for Department of Revenue employees shall be a topic for the Agency Labor-Management Committee.

ARTICLE 52

MOVING EXPENSES

Section A. When an employee, covered by this Settlement, is required to relocate the employee's residence, the employee may be reimbursed in accordance with the moving expense policies established by the State. The current state moving expense policy is Financial Management Circular 97-1. The following explanation is extracted from the current policy.

Section B. Any employee who must relocate their residence as a result of being required to change to a new work location may be reimbursed for moving expenses. Eligibility for reimbursement shall be conditioned upon the following:

1. The employee has been employed for at least six (6) months prior to the change of work station except when the employee attends established training programs approved by the Department of Administration.

2. Both the change of work station and the change of residence must exceed thirty (30) miles.
3. The Department of Administration must approve the change of work station prior to relocation.
4. The employee provides proper verification with the claim for reimbursement.

Section C. An employee may be allowed reimbursement if the change in work station is required because the employee became employed by a different department or agency.

Section D. The rates for reimbursement shall be as follows:

1. If the employee moves an entire household more than thirty (30) miles
..... \$720.00
2. If the employee moves an entire household using a state vehicle
..... \$360.00
3. If the employee must move only minor household items and personal
.....effects \$216.00

Section E. In the event the Department of Administration and the State Budget Agency raise the allowable rates during the period covered by this Settlement, the higher rates shall apply.

ARTICLE 53

UNIFORMS

Uniforms shall not be required unless paid for or furnished by the State. Dress codes, both existing and those subsequently established by the State, may, at the request of the Union, be a subject for discussion in Local Labor-Management Committees.

ARTICLE 54

TRAINING FUND

Upon ratification of the Settlement, the State shall establish an AFSCME/Indiana-State Training Fund. This fund is to be used by unit employees for attending

conferences, courses, seminars and training programs aimed at developing and improving job skills and knowledge or to reimburse employees for required registration, certification, and licensing fees. Stewards and Local Union Presidents, and Council 62 Representatives may receive reimbursement for attending labor relations and related courses aimed at developing and improving labor-management skills. Such conferences, courses, seminars and training programs must be conducted either within the State or within two hundred (200) miles of its borders. Employees using monies from the fund to attend academic courses for which grades are received will be reimbursed for tuition upon receiving a grade of C or above or if the course is pass/fail a passing grade will be required. The State will allocate \$30,000 to the fund during Fiscal Year 1997-98, \$35,000 in the second fiscal year 1998-99, \$40,000 in the third fiscal year 1999-2000, and \$40,000 in the final fiscal year 2000-01. All disbursements from the fund must be approved by the Executive Director of AFSCME/Indiana Council 62 and the State Personnel Director or designee. For the duration of this Settlement, any monies remaining in the fund at the end of a fiscal year will carry over to the next fiscal year.

ARTICLE 55

TRAINING

The State commits to provide advance training to current employees it requires to use new technologies.

If an overtime eligible employee is required to take training to learn new technologies necessary to retain their current position, the State will compensate the employee for hours spent in that required training.

ARTICLE 56

PROMOTIONS

All bargaining unit positions the State seeks to fill will be posted. State will consider internal candidates before external hiring. Successful candidates will be moved to the classification and assigned a wage rate within the applicable salary range in accordance with Administrative Policies.

ARTICLE 57

INDEMNIFICATION

The State agrees that its statutory obligations with respect to representation and indemnification of state employees in civil litigation shall not be diminished by this

Settlement. If an employee is otherwise entitled to the protection of this Article that protection will not be denied as a form of discipline.

ARTICLE 58

OUT OF CLASSIFICATION WORK

Management may assign unrelated job duties that are the core of a higher classified job to a lower classified position for no more than four (4) consecutive calendar weeks.

ARTICLE 59

ANTI-DISPLACEMENT

The State will not terminate the employment of any permanent full-time employee in order to fill the resulting vacancy with a public assistance recipient.

ARTICLE 60

OUTSOURCING

If the employer considers outsourcing a function or service which would directly result in the loss of bargaining unit positions, the employer shall provide not less than ninety (90) days advance written notice to the union.

ARTICLE 61

PRINTING OF SETTLEMENT

Prior to the final printing, the Union will be given a copy of this Settlement and supplementals to review and approve for content and form.

The Union shall be responsible for the distribution of this Settlement for the bargaining unit members. The printing shall be completed by the State within forty-five (45) days following the ratification and approval by the Governor. The State and Union shall evenly split the cost of printing.

ARTICLE 62

SEVERABILITY

In the event that any provision of this Settlement is declared to be invalid by a court of competent jurisdiction or is abrogated by law, such invalidation of any part of this Settlement shall not invalidate the remaining parts of this Settlement.

The parties shall promptly enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

ARTICLE 63

EFFECT OF SETTLEMENT

This Settlement is entered into pursuant to the terms of Executive Order 90-6 and the authority provided therein. This document constitutes the complete and entire Settlement between the parties. All rights and duties are specifically expressed in this Settlement. All prior representations, statements, negotiations, understandings, and undertakings are superseded hereby. The State and the Union agree that each of the parties, during the negotiation of this Settlement, had an unlimited opportunity to raise and negotiate any and all issues or questions concerning wages, hours, and working conditions. Accordingly, the State and the Union jointly and unconditionally waive, for the term of this Settlement, the right to insist on the negotiation and/or renegotiation of any included or additional matters which were or were not negotiated and/or discussed during the negotiations leading to this Settlement. Given the absence of enabling legislation and under the terms of Executive Order 90-6, this Settlement cannot, and shall not, be interpreted or construed as a Collective Bargaining Agreement.

ARTICLE 64

TERM OF SETTLEMENT

Section A. Effective.

This Settlement shall become effective upon ratification of the Union and approval by the Governor. It shall remain in effect until midnight June 30, 2001.

Section B. Modification.

In the event that collective bargaining legislation becomes effective during the term of this Settlement, or in the event that Executive Order 90-6 is modified by an executive order, the parties will, upon demand of either party, begin negotiations under the provisions of the legislation or executive order. Such re-opening notwithstanding, this Settlement shall remain in effect for its full term until June 30,

2001, unless an agreement under the new collective bargaining law or new executive order is reached.

Section C. Re-opener.

Within fourteen (14) calendar days after the enactment and signing by the Governor of the 1999-2001 biennium budget, the parties agree to meet and begin negotiations in regard to wages and health care.

**APPENDIX A
CLASS TITLES-BARGAINING UNIT 4
HEALTH AND HUMAN SERVICES NON-PROFESSIONALS**

CLASS CODE	CLASS TITLE
3EA5	CASE AIDE 5
3EA6	CASE AIDE 6
3JF3	CLAIMS TAKER
3CJ4	CLINICAL PHARMACY AIDE
3CE4	DENTAL ASSISTANT 4
3CE5	DENTAL ASSISTANT 5
3CK2	DIETETIC TECHNICIAN 2
3CF4	EKG TECHNICIAN
3CB3	ELECTROENCEPHALOGRAPH TECHNICIAN 3
3CB4	ELECTROENCEPHALOGRAPH TECHNICIAN 4
3EB3	HOME SUPERVISOR
3EB4	HOUSE PARENT 4
3GA3	INSTRUCTIONAL ASSISTANT
3CH3	LICENSED PRACTICAL NURSE
3CC2	MEDICAL TECHNICIAN. 2
3CC3	MEDICAL TECHNICIAN 3
3CD4	NURSING ATTENDANT 4
3CD5	NURSING ATTENDANT 5
3FG3	OCCUPATIONAL THERAPY ASSISTANT
3FF3	PHYSICAL THERAPY ASSISTANT
3CA4	PSYCHIATRIC ATTENDANT 4
3CA5	PSYCHIATRIC ATTENDANT 5
3FC3	REHABILITATION THERAPY ASSISTANT 3
3FC4	REHABILITATION THERAPY ASSISTANT 4
3FC5	REHABILITATION THERAPY ASSISTANT 5
3GA4	TEACHER ASSISTANT 4
3GA5	TEACHER ASSISTANT 5
3CL2	TRANSITIONAL CARE SPECIALIST 2
3CL3	TRANSITIONAL CARE SPECIALIST 3
3CL4	TRANSITIONAL CARE SPECIALIST 4
3CG3	X-RAY TECHNICIAN
3CG4	X-RAY TECHNICIAN ASSISTANT

**APPENDIX B
CLASS TITLES-BARGAINING UNIT 5
REGULATORY, INSPECTION. AND LICENSURE PROFESSIONALS**

CLASS CODE	CLASS TITLE
2RB2	AUDIT EXAMINER 2
2RB3	AUDIT EXAMINER 3
2RB4	AUDIT EXAMINER 4
2RB5	AUDIT EXAMINER 5
2WH3	AVIATION INSPECTOR
2RQ3	BAILBOND OFFICER
2WI4	BOILER & PRESSURE VESSEL INSPECTOR
1GB1	BUILDING AND FIRE CODE SPECIALIST 1
1GB2	BUILDING AND FIRE CODE SPECIALIST 2
1GB3	BUILDING AND FIRE CODE SPECIALIST 3
1GG3	CHIEF MINE INSPECTOR
1DA2	CODE ADMINISTRATOR 2
1DA4	CODE ENFORCEMENT OFFICIAL 4
1DA5	CODE ENFORCEMENT OFFICIAL 5
1DA6	CODE ENFORCEMENT OFFICIAL 6
1GA4	CODE REVIEW OFFICIAL 4
1GA5	CODE REVIEW OFFICIAL 5
2TO2	COMMODITY EXAMINER 2
2TO3	COMMODITY EXAMINER 3
2TO4	COMMODITY EXAMINER 4
2TO5	COMMODITY EXAMINER 5
2RO3	CONSUMER SPECIALIST
1NN3	DAIRY FARM SPECIALIST 3
1NN4	DAIRY FARM SPECIALIST 4
1NN5	DAIRY FARM SPECIALIST 5
2WF1	DOCUMENT EXAMINER
2WG5	ELECTRONICS INVESTIGATOR
1GF6	ELEVATOR INSPECTOR
2RC1	FIELD AUDITOR 1
2RC2	FIELD AUDITOR 2
2RC3	FIELD AUDITOR 3
2RC4	FIELD AUDITOR 4
2RC5	FIELD AUDITOR 5
2RE1	FIELD EXAMINER 1
2RE2	FIELD EXAMINER 2
2RE3	FIELD EXAMINER 3
2RE4	FIELD EXAMINER 4
2RD1	FINANCIAL INSTITUTIONS EXAMINER 1
2RD2	FINANCIAL INSTITUTIONS EXAMINER 2
2RD3	FINANCIAL INSTITUTIONS EXAMINER 3

2RD4	FINANCIAL INSTITUTIONS EXAMINER 4
1GC2	CHIEF FIRE INSPECTOR 2
1GC3	ASSISTANT CHIEF FIRE INSPECTOR 3
1GC4	FIRE INSPECTOR 4
1TF3	HEALTH INSTITUTIONS INVESTIGATOR
1QU3	HOSPITAL ADMINISTRATIVE CONSULTANT
1NA2	INDUSTRIAL HYGIENIST 2
1NA3	INDUSTRIAL HYGIENIST 3
1NA4	INDUSTRIAL HYGIENIST 4
1NA5	INDUSTRIAL HYGIENIST 5
1VL3	INHERITANCE TAX ANALYST 3
1GJ4	IOSHA INSPECTOR 4-CONSTRUCTION
1GJ5	IOSHA INSPECTOR 5-CONSTRUCTION
1GH4	IOSHA INSPECTOR 4-INDUSTRIAL
1GH5	IOSHA INSPECTOR 5-INDUSTRIAL
2EC1	JAIL INSPECTOR
2RN3	JUNIOR INSURANCE EXAMINER
1NC5	LIVESTOCK LICENSING COORDINATOR
1TD3	MEDICAL LAB SURVEYOR 3
1TD4	MEDICAL LAB SURVEYOR 4
1TB3	MEDICAL SURVEYOR
1NH2	MILK SANITATION RATING OFFICER
1NHT	MILK SANITATION R'G OFFICER TRAINEE
2WJ1	MOTOR CARRIER TARIFF DIRECTOR
1KA5	OIL AND GAS INSPECTOR 5
1KA6	OIL AND GAS INSPECTOR 6
1NB3	PHARMACEUTICAL INVESTIGATOR
2RP2	POLICY ANALYST 2
2RP3	POLICY ANALYST 3
1TC3	PUBLIC HEALTH NURSE SURVEYOR 3
1TC4	PUBLIC HEALTH NURSE SURVEYOR 4
2CA4	P. W. INVESTIGATIVE SVCS CONSULTANT
1GM3	QUALITY CONTROL SPECIALIST 3
2HI4	SAFETY TRAINING CONSULTANT 4
2HI3	SAFETY TRAINING OFFICER 3
1NE2	FOOD SCIENTIST 2
1NE3	FOOD SCIENTIST 3
1NE4	FOOD SCIENTIST 4
1NE5	FOOD SCIENTIST 5
1NF2	SANITARIAN 2 - GENERAL
1NF3	SANITARIAN 3 - GENERAL
1NF4	SANITARIAN 4 - GENERAL
1NF5	SANITARIAN 5 - GENERAL
3UD2	SCHOOL LUNCH INSPECTOR
2EA2	SECURITY/SAFETY DIRECTOR
1DA3	SENIOR CODE ENFORCEMENT OFFICIAL

**1GA3
1ND1
2RN2
1GE3
1GE4
2CB5
2CB6
2RN1**

**SENIOR CODE REVIEW OFFICIAL 3
SENIOR ENVIRONMENTAL INVESTIGATOR
SENIOR INSURANCE EXAMINER 2
STATE INDUSTRIALIZED BLD'G OFFICIAL 3
STATE INDUSTRIALIZED BLD'G OFFICIAL 4
STATE INVESTIGATOR 5
STATE INVESTIGATOR 6
SUPERVISING INSURANCE EXAMINER**

**APPENDIX C
CLASS TITLES-BARGAINING UNIT 6
HEALTH CARE PROFESSIONALS**

CLASS CODE	CLASS TITLE
1QC2	ASSISTANT TO THE PHYSICIAN
2FK3	AUDIOLOGIST
2AA3	BEHAVIORAL CLINICIAN 3
2AA4	BEHAVIORAL CLINICIAN 4
1QB3	CHARGE NURSE
1QH3	CHIEF MEDICAL TECHNOLOGIST
1QE2	CHIEF NURSE CONSULTANT
1LA2	CHIEF PHARMACIST
2AA5	CLINICAL ASSOCIATE
1QL3	CLINICAL NURSE SPECIALIST
1QF5	DENTAL HYGIENIST 5
1QF6	DENTAL HYGIENIST 6
1QF3	DENTAL HYGIENIST CONSULTANT 3
1QF4	DENTAL HYGIENIST CONSULTANT 4
1QC3	DIALYSIS NURSE 3
1QG3	DIETICIAN 3
1QG4	DIETICIAN 4
1QH4	MEDICAL TECHNOLOGIST
1QC4	NURSE 4
1QC5	NURSE 5
1QK2	NUTRITIONIST 2
1QK3	NUTRITIONIST 3
2FH3	OCCUPATIONAL THERAPIST 3
2FH4	OCCUPATIONAL THERAPIST 4
2FH5	OCCUPATIONAL THERAPIST 5
1LA3	PHARMACIST
2FF3	PHYSICAL THERAPIST 3
2FF4	PHYSICAL THERAPIST 4
1QI2	PODIATRIST
2AA1	PSYCHOLOGIST I
2AA2	PSYCHOLOGIST 2
1QT1	PUBLIC HEALTH ADMINISTRATOR I
1QT2	PUBLIC HEALTH ADMINISTRATOR 2
1QT3	PUBLIC HEALTH ADMINISTRATOR 3
1TA3	PUBLIC HEALTH INVESTIGATOR
1TA4	PUBLIC HEALTH INVESTIGATOR 4
1QE3	PUBLIC HEALTH NURSE CONSULTANT
1QP6	RADIOGRAPHER
2FC4	RECREATION THERAPIST 4
2FC5	RECREATION THERAPIST 5

**2FA2
2FA3
2FA4
2FA5
2FJ4
2FG3
1QO3**

**REHABILITATION THERAPIST 2
REHABILITATION THERAPIST 3
REHABILITATION THERAPIST 4
REHABILITATION THERAPIST 5
SPEECH AND HEARING CLINICIAN
SPEECH PATHOLOGIST
WELFARE NURSE CONSULTANT**

**APPENDIX D
CLASS TITLES-BARGAINING UNIT 7
SOCIAL SERVICES AND COUNSELING PROFESSIONALS**

CLASS CODE	CLASS TITLE
2NC6	BILINGUAL INTERVIEWER 6
2JA3	CHAPLAIN 3
2JA2	CHAPLAIN EDUCATOR
2RR5	CLAIMS DEPUTY 5
2RR6	CLAIMS DEPUTY 6
2DD3	COR. CLASSIFICATION SPECIALIST
2DB4	CORRECTIONAL COUNSELOR 4
2DB5	CORRECTIONAL COUNSELOR 5
2DC4	CORRECTIONAL RELEASE COORDINATOR 4
2DC5	CORRECTIONAL RELEASE COORDINATOR 5
2WP2	DISABILITY CLAIMS ADJUDICATOR 2
2WP3	DISABILITY CLAIMS ADJUDICATOR 3
2WP4	DISABILITY CLAIMS ADJUDICATOR 4
2WP5	DISABILITY CLAIMS ADJUDICATOR 5
2NQ5	DISABLED VETERAN SPECIALIST
2NC4	EMPLOYMENT COUNSELOR 4
2NN2	EMPLOYMENT SERVICE SPECIALIST 2
2NN3	EMPLOYMENT SERVICE SPECIALIST 3
2NN4	EMPLOYMENT SERVICE SPECIALIST 4
2NT5	EMPLOYMENT SPECIALIST 5
2NT6	EMPLOYMENT SPECIALIST 6
2AP2	FAMILY CASE MANAGER 2
2AP3	FAMILY CASE MANAGER 3
2AQ3	FAMILY CASE COORDINATOR 3
2AQ4	FAMILY CASE COORDINATOR 4
1QJ3	GENETICS COUNSELOR 3
1QJ2	GENETICS SPECIALIST 2
2HG2	HEALTH EDUCATOR 2
2HG3	HEALTH EDUCATOR 3
2HG4	HEALTH EDUCATOR 4
2HG5	HEALTH EDUCATOR 5
2RM4	HOME ECONOMIST 4
2AK3	HUMAN SERVICES PROGRAM CSLT. 3
2AK4	HUMAN SERVICES PROGRAM CSLT. 4
2AL3	HUMAN SERVICES PLANNER
2RR4	ITINERANT CLAIMS DEPUTY
2AM4	MIGRANT CONSULTANT 4
2AM5	MIGRANT CONSULTANT 5
2HK3	ORIENTATION & MOBILITY INSTRUCTOR 3

2HK4	ORIENTATION & MOBILITY INSTRUCTOR 4
2DA4	PAROLE OFFICER 4
2DA5	PAROLE OFFICER 5
2CC3	PROTECTION & ADVOCACY COORD. 3
2CC4	PROTECTION & ADVOCACY COORD. 4
2CC2	PROTECTION & ADVOCACY SPECIALIST 2
2EA2	PSYCH. SOCIAL SERVICES SPECIALIST 2
2EA3	PSYCH. SOCIAL SERVICES SPECIALIST 3
2AQ5	PUBLIC ASSISTANT CASEWORKER 5
2AG4	QUALITY CONTROL REVIEWER
2FD3	RECREATION COORDINATOR
2FD4	RECREATION LEADER 4
2FD5	RECREATION LEADER 5
2HJ3	REHABILITATION INSTRUCTOR 3
2HJ4	REHABILITATION INSTRUCTOR 4
2HJ5	REHABILITATION INSTRUCTOR 5
2AI2	RELIGION/VOLUNTEER ADMINISTRATOR 2
2AH2	SOCIAL SERVICES SPECIALIST 2
2AH3	SOCIAL SERVICES SPECIALIST 3
2AH4	SOCIAL SERVICES SPECIALIST 4
2AH5	SOCIAL SERVICES SPECIALIST 5
2AF3	STATE WELFARE CONSULTANT 3
2AN3	SUBSTANCE ABUSE COUNSELOR 3
2AN4	SUBSTANCE ABUSE COUNSELOR 4
2AN5	SUBSTANCE ABUSE COUNSELOR 5
2NP4	VETERANS REPRESENTATIVE 4
2NP5	VETERANS REPRESENTATIVE 5
2BA3	VOC/REHAB COUNSELOR 3
2BA4	VOC/REHAB COUNSELOR 4
2BA5	VOC/REHAB COUNSELOR 5
2BB3	VOC/REHAB COUNSELOR FOR THE DEAF 3
2BB4	VOC/REHAB COUNSELOR FOR THE DEAF 4
2BB5	VOC/REHAB COUNSELOR FOR THE DEAF 5

**APPENDIX E
AFSCME/INDIANA REPRESENTED EMPLOYEES
SALARY SCHEDULE**

July 1, 1997

MINIMUM AND MAXIMUM BI-WEEKLY AND ANNUAL SALARIES BY JOB CATEGORY AND SKILL LEVEL

(Annual Totals on Bi-weekly Pay Plan Reflect 260 Working Days)

Professional Administrative and Technological (PAT)

**Class Codes 1AA1 - 2ZZ6
Old Class Codes 10001-35996**

Skill Levels		1	2	3	4	5	6
Minimum	Bi-Weekly	\$1,134	\$ 1,007	\$ 890	\$ 782	\$ 698	\$ 638
	Annual	29,484	26,182	23,140	20,332	18,148	16,588
Maximum	Bi-Weekly	\$1,692	\$ 1,488	\$ 1,315	\$ 1,168	\$ 1,049	\$ 964
	Annual	43,992	38,688	34,190	30,368	27,274	25,064

Clerical Office Machine Operators and Technicians (COMOT)

**Class Codes 3AA1 - 3ZZ6
Old Class Codes 40001-66996**

Skill Levels		1	2	3	4	5	6
Minimum	Bi-Weekly	\$ 726	\$ 653	\$ 592	\$ 536	\$ 488	\$ 435
	Annual	18,876	16,978	15,392	13,936	12,688	11,310
Maximum	Bi-Weekly	\$1,050	\$ 937	\$ 827	\$ 742	\$ 673	\$ 598
	Annual	27,300	24,362	21,502	19,292	17,498	15,548

Nothing in this Settlement (including, but not limited to, Article 1, Section C) restricts the State's right to discontinue or modify existing Recruitment Differentials and/or establish new Recruitment Differentials.

Nothing in this Settlement restricts the State's right to establish, modify, or discontinue hiring rates that are within the negotiated minimum and maximum salary range for the applicable job category and skill level. An employee, whose salary is established at such a hiring rate, will continue to receive that salary, plus any increases provided by this Settlement, as long as the employee remains in the classification and until the employee reaches the maximum of the pay range for the applicable job category and skill level.

APPENDIX E
AFSCME/INDIANA REPRESENTED EMPLOYEES
SALARY SCHEDULE
January 1, 1998

MINIMUM AND MAXIMUM BI-WEEKLY AND ANNUAL SALARIES BY JOB CATEGORY AND SKILL LEVEL
(Annual Totals on Bi-weekly Pay Plan Reflect 260 Working Days)

Professional Administrative and Technological (PAT)		Class Codes 1AA1 - 2ZZ6 Old Class Codes 10001-35996					
Skill Levels		1	2	3	4	5	6
Minimum	Bi-Weekly	\$1,157	\$ 1,027	\$ 908	\$ 798	\$ 712	\$ 651
	Annual	30,082	26,702	23,608	20,748	18,512	16,926
Maximum	Bi-Weekly	\$1,768	\$ 1,555	\$ 1,374	\$ 1,232	\$ 1,117	\$ 1,036
	Annual	45,968	40,430	35,724	32,032	29,042	26,936

Clerical Office Machine Operators and Technicians (COMOT)		Class Codes 3AA1 - 3ZZ6 Old Class Codes 40001-66996					
Skill Levels		1	2	3	4	5	6
Minimum	Bi-Weekly	\$ 741	\$ 666	\$ 604	\$ 547	\$ 498	\$ 444
	Annual	19,266	17,316	15,704	14,222	12,948	11,544
Maximum	Bi-Weekly	\$1,118	\$ 1,007	\$ 889	\$ 805	\$ 730	\$ 649
	Annual	29,068	26,182	23,114	20,930	18,980	16,874

Nothing in this Settlement (including, but not limited to, Article 1, Section C) restricts the State's right to discontinue or modify existing Recruitment Differentials and/or establish new Recruitment Differentials.

Nothing in this Settlement restricts the State's right to establish, modify, or discontinue hiring rates that are within the negotiated minimum and maximum salary range for the applicable job category and skill level. An employee, whose salary is established at such a hiring rate, will continue to receive that salary, plus any increases provided by this Settlement, as long as the employee remains in the classification and until the employee reaches the maximum of the pay range for the applicable job category and skill level.

**APPENDIX E
AFSCME/INDIANA REPRESENTED EMPLOYEES
SALARY SCHEDULE**

January 1, 1999

MINIMUM AND MAXIMUM BI-WEEKLY AND ANNUAL SALARIES BY JOB CATEGORY AND SKILL LEVEL

(Annual Totals on Bi-weekly Pay Plan Reflect 260 Working Days)

Professional Administrative and Technological (PAT)

**Class Codes 1AA1 - 2ZZ6
Old Class Codes 10001-35996**

Skill Levels		1	2	3	4	5	6
Minimum	Bi-Weekly	\$1,180	\$ 1,048	\$ 926	\$ 814	\$ 726	\$ 664
	Annual	30,680	27,248	24,076	21,164	18,876	17,264
Maximum	Bi-Weekly	\$1,848	\$ 1,625	\$ 1,436	\$ 1,300	\$ 1,190	\$ 1,114
	Annual	48,048	42,250	37,336	33,800	30,940	28,964

Clerical Office Machine Operators and Technicians (COMOT)

**Class Codes 3AA1 - 3ZZ6
Old Class Codes 40001-66996**

Skill Levels		1	2	3	4	5	6
Minimum	Bi-Weekly	\$ 756	\$ 679	\$ 616	\$ 558	\$ 508	\$ 453
	Annual	19,656	17,654	16,016	14,508	13,208	11,778
Maximum	Bi-Weekly	\$1,179	\$ 1,072	\$ 956	\$ 873	\$ 792	\$ 704
	Annual	30,654	27,872	24,856	22,698	20,592	18,304

Nothing in this Settlement (including, but not limited to, Article 1, Section C) restricts the State's right to discontinue or modify existing Recruitment Differentials and/or establish new Recruitment Differentials.

Nothing in this Settlement restricts the State's right to establish, modify, or discontinue hiring rates that are within the negotiated minimum and maximum salary range for the applicable job category and skill level. An employee, whose salary is established at such a hiring rate, will continue to receive that salary, plus any increases provided by this Settlement, as long as the employee remains in the classification and until the employee reaches the maximum of the pay range for the applicable job category and skill level.

**APPENDIX F
RECRUITMENT DIFFERENTIALS
ALPHABETICAL LISTING**

Effective 1/1/98

Class Code	Class Title	Minimum Biweekly Salary	Maximum Biweekly Salary	Minimum Annual Salary	Maximum Annual Salary
1QC2	ASSISTANT TO THE PHYSICIAN 2	\$1,163	\$1,709	\$30,238	\$44,434
2FK3	AUDIOLOGIST 3	\$1,172	\$1,735	\$30,472	\$45,110
2RB3	AUDIT EXAMINER 3	\$ 926	\$1,369	\$24,076	\$35,594
2W14	BOILER & PRESSURE VESSEL INSP 4	\$1,087	\$1,620	\$28,262	\$42,120
1QB3	CHARGE NURSE 3	\$1,153	\$1,718	\$29,978	\$44,668
IGG3	CHIEF MINE INSPECTOR 3	\$1,007	\$1,488	\$26,182	\$38,688
IQE2	CHIEF NURSE CONSULTANT 2	\$1,311	\$1,940	\$34,086	\$50,440
ILA2	CHIEF PHARMACIST 2	\$1,212	\$1,792	\$31,512	\$46,592
IQL3	CLINICAL NURSE SPECIALIST 3	\$1,351	\$2,024	\$35,126	\$52,624
IGA4	CODE REVIEW OFFICIAL 4	\$ 903	\$1,350	\$23,478	\$35,100
IQC3	DIALYSIS NURSE 3	\$1,166	\$1,719	\$30,316	\$44,694
IQG3	DIETICIAN 3	\$1,015	\$1,502	\$26,390	\$39,052
IQG4	DIETICIAN 4	\$ 896	\$1,336	\$23,296	\$34,736
2WP2	DISABILITY CLAIMS ADJUDICATOR 2	\$1,097	\$1,621	\$28,522	\$42,146
2WP3	DISABILITY CLAIMS ADJUDICATOR 3	\$ 969	\$1,434	\$25,194	\$37,284
IGF6	ELEVATOR INSPECTOR 6	\$ 890	\$1,315	\$23,140	\$34,190
2RC3	FIELD AUDITOR 3	\$ 926	\$1,369	\$24,076	\$35,594
2RE3	FIELD EXAMINER 3	\$ 926	\$1,369	\$24,076	\$35,594
2RDI	FINANCIAL EXAMINER 1	\$1,483	\$2,213	\$38,558	\$57,538
2RD2	FINANCIAL EXAMINER 2	\$1,318	\$1,948	\$34,268	\$50,648
2RD3	FINANCIAL EXAMINER 3	\$1,165	\$1,719	\$30,290	\$44,694
2RD4	FINANCIAL EXAMINER 4	\$1,004	\$1,499	\$26,104	\$38,974
1NA2	INDUSTRIAL HYGIENIST 2	\$1,237	\$1,827	\$32,162	\$47,502
1NA3	INDUSTRIAL HYGIENIST 3	\$1,134	\$1,678	\$29,484	\$43,628
1NA4	INDUSTRIAL HYGIENIST 4	\$ 860	\$1,284	\$22,360	\$33,384

2RN1	INSURANCE EXAMINER SUPERVISOR	\$1,383	\$2,064	\$35,958	53,664
2RN2	INSURANCE EXAMINER SENIOR	\$1,228	\$1,814	\$31,928	\$47,164
2RN3	INSURANCE EXAMINER JUNIOR	\$1,085	\$1,603	\$28,210	\$41,678
3CH3	LICENSED PRACTICAL NURSE 3	\$ 710	\$1,024	\$18,460	\$26,624
1QC4	NURSE 4	\$1,031	\$1,537	\$26,806	\$39,962
1QC5	NURSE 5	\$ 918	\$1,370	\$23,868	\$35,620
2FH3	OCCUPATIONAL THERAPIST 3	\$1,327	\$1,965	\$34,502	\$51,090
2FH4	OCCUPATIONAL THERAPIST 4	\$1,171	\$1,745	\$30,446	\$45,370
2FH5	OCCUPATIONAL THERAPIST 5	\$1,040	\$1,570	\$27,040	\$40,820
3FG3	OCCUPATIONAL THERAPY ASSISTANT 3	\$ 812	\$1,145	\$21,112	\$29,770
ILA3	PHARMACIST 3	\$1,076	\$1,593	\$27,976	\$41,418
2FF3	PHYSICAL THERAPIST 3	\$1,438	\$2,127	\$37,388	\$55,302
2FF4	PHYSICAL THERAPIST 4	\$1,292	\$1,925	\$33,592	\$50,050
3FF3	PHYSICAL THERAPY ASSISTANT 3	\$ 898	\$1,266	\$23,348	\$32,916
3CA4	PSYCHIATRIC ATTENDANT 4	\$ 561	\$ 776	\$14,586	\$20,176
3CA5	PSYCHIATRIC ATTENDANT 5	\$ 531	\$ 734	\$13,806	\$19,084
2AA1	PSYCHOLOGIST 1	\$1,283	\$1,913	\$33,358	\$49,738
2AA2	PSYCHOLOGIST 2	\$1,143	\$1,690	\$29,718	\$43,940
IQE3	PUBLIC HEALTH NURSE CONSULT 3	\$1,153	\$1,718	\$29,978	\$44,668
ITC3	PUBLIC HEALTH NURSE SURVEYOR 3	\$1,153	\$1,718	\$29,978	\$44,668
2FA2	REHABILITATION THERAPIST 2	\$1,123	\$1,663	\$29,198	\$43,238
2FA3	REHABILITATION THERAPIST 3	\$ 998	\$1,477	\$25,948	\$38,4Q2
2FA4	REHABILITATION THERAPIST 4	\$ 880	\$1,314	\$22,880	\$34,164
2FA5	REHABILITATION THERAPIST 5	\$ 808	\$1,216	\$21,008	\$31,616
IGA3	SENIOR CODE REVIEW OFFICIAL 3	\$1,029	\$1,519	\$26,754	\$39,494
2FJ4	SPEECH AND HEARING CLINICIAN 4	\$ 887	\$1,325	\$23,062	\$34,450
2FG3	SPEECH PATHOLOGIST 3	\$1,172	\$1,735	\$30,472	\$45,110
IQO3	WELFARE NURSE CONSULTANT 3	\$1,153	\$1,718	\$29,978	\$44.668

Nothing in this Settlement (including, but not limited to, Article 1, Section C) restricts the State's right to discontinue or modify existing Recruitment Differentials and/or establish new Recruitment Differentials. An employee, whose salary includes a Recruitment Differential, will be paid not less than that salary as long as the employee remains in the classification.

Nothing in this Settlement restricts the State's right to establish, modify, or discontinue hiring rates that are within the minimum and maximum of the pay range for the applicable classification. An employee, whose salary is established at such a hiring rate, will continue to receive that salary, plus any increases provided by this Settlement, as long as the employee remains in the classification and until the employee reaches the maximum of the pay range for the applicable classification.

APPENDIX G

**Financial Management Circular #87-2.1
(Replaces # 87.2)**

(Revised Dec 31, 1987)

**Effective Date:
General Subject:
Specific Subject:**

**July 1,1987
Compensatory Time Off
COMPENSATORY TIME OFF FOR
EMPLOYEES EXEMPT FROM
PREMIUM OVERTIME
COMPENSATION AND THE FAIR
LABOR STANDARDS ACT.**

**Authority:
31 IAC 1-9-2 (D) (2)
31 IAC 2-11-2 (D) (2)**

IC 4-15-1.8-7 (b)

Application: This circular applies to all employees who are exempt from the Fair Labor Standards Act and ineligible for premium overtime compensation. Employees in the following job classification are exempt from eligibility for premium overtime compensation and the Fair Labor Standards Act (FLSA):

- All SAMPAT positions**
- All ESM positions**
- PAT I through PAT V positions**
- SAMCOMOT I through III**
- SAMLTC I through m**
- POLE positions excluded from 31 IAC 1-9-2 (I) (1) and 31 IAC 2-11-2 (D) (1)**

The state has no legal obligation to pay overtime wages or provide compensatory time off to employees doing the work described in the above classifications. However, from time to time, agency heads may wish to authorize compensatory time off for certain exempt employees. Agencies that authorize compensatory time off for exempt employees must comply with the officially promulgated personnel rules, the specific requirements of this circular and also with the philosophy expressed herein.

This Financial Management Circular is intended to interpret 31 IAC 1-9-2 (D) (2) and 31 LAC 2-11-2 (D) (2). It establishes criteria under which exempt employees may accrue and use compensatory time off. Work performed in accordance with these guidelines shall be deemed to satisfy the approval required by the above cited rules.

Compensatory time off may be used to reward conscientious, hard-working state employees who have worked extra hours for sustained periods of time as a result of an extraordinary or seasonal agency workload. The State Personnel Department

and the State Budget Agency view compensatory time off for professionals as a privilege which agency heads may accord to dedicated employees.

Attempts to abuse this privilege will not be tolerated. Agency heads should consult State Personnel or the Budget Agency if they have questions. All actions taken concerning compensatory time off for exempt employees should be consistent with the tone of this circular.

Exempt positions carry "professional", "administrative" and "executive" responsibilities which may require more than the regularly scheduled number of hours per week to complete routine duties. Professional employees should not expect compensatory time off for this type of work. However, if an agency's workload requires exempt employees to work substantially beyond their normal work schedule (i.e. holidays, weekends, and/or late nights), under circumstances which are unavoidable with good planning, an agency head has the authority pursuant to the personnel rules, to authorize compensatory time off for professional employees.

To be eligible for compensatory time off, an employee must receive prior approval from her/his supervisor to work on a specific task for a specified number of hours. Compensatory time should not accrue for overtime work segments which are less than four hours. To avoid misuse of this plan it is important for a supervisor to evaluate an employee's productivity during normal work hours to determine whether compensatory time off should be authorized. An employee who does not use her/his normal work time efficiently should not be granted permission to work overtime which will be rewarded with compensatory time off. Occasionally, a supervisor may give prior approval to a project that will take four or more hours of overtime work, but not required that the work be performed in four hour segments. This provision is made to provide flexibility to supervisors but must be implemented within the intent and spirit of this circular.

A record of the supervisor's approval along with the number of hours worked and the number of hours used must be kept for each employee. A sample record keeping document is attached to this circular. The State Board of Accounts had approved the attached "Employee Compensatory Time Worksheet" . The worksheet will be formalized by the Commission on Public Records and made available upon request by Central Stationery Stores in about two months. A computer spreadsheet which precisely mirrors this form may be used in lieu of the form.

Supervisor signatures on the Employee Compensatory Time Worksheet or the computer spreadsheet must be original. Supervisors must initial the "Balance Forward" line to validate this figure.

In addition to maintaining this cumulative record document, compensatory time off earned or used must be reported on the Employee's Attendance Report. Employees must use compensatory time off in half or whole day segments.

Agency heads are obligated to assure that compensatory time off is authorized and used in a manner consistent with this circular. The State Board of Accounts will audit the Employee Reports. Upon termination or interagency transfer an employee receives no compensation for accumulated compensatory time. Accumulated time may not be used after an employee has given notice of her/his intent to terminate or transfer. No exempt employee may use more than three weeks of compensatory time off during a calendar year. Accumulated unused earned comp time may be carried forward from one calendar year to the next.

Overtime compensation for exempt employees that is not consistent with the provisions of this circular must be approved by the State Personnel Department and the State Budget Director based on an agency plan or specific occurrence.

If a permanent full time bargaining unit employee is laid off as a direct result of contracting out the employee will have an opportunity to fill an existing funded vacancy that the state wishes to fill in a permanent position at his or her work location which he or she is qualified to perform with orientation. Such orientation not to exceed two (2) working weeks.

Amendments to the Settlement Between the State of Indiana and AFSCME Council 62

In accordance with the re-opener contained in Article 64 Section C, it is recommended that Articles 29, 30, and 50 be amended to read as follows:

ARTICLE 29 - SALARY SCHEDULE

Section A. Salary Schedule

1. Employees shall be paid according to Appendix E or Appendix F. No unilateral change will be made in the salary schedule found in Appendix E or to any State Salary Administration Policy that has been incorporated into this Settlement. However, this does not restrict the State's authority to establish or revise recruitment differentials.
2. Effective January 1, 2000 and again on January 1, 2001, employees shall receive a 4% increase to their current annualized base wage, not to exceed the maximum of their range.
3. Immediately following the application of the salary increases described in subsection 2 above, and subject to the maximum of their range, longevity increases will be added to their current annualized base wage based on the employee's seniority date as of January 1, 2000 and again as of January 1, 2001, according to the following schedule:

<u>Years of Service</u>	<u>Annualized Increase</u>
4 - 6	\$200.00
7 - 9	\$300.00
10 - 12	\$400.00
13 - 15	\$500.00
16 - 18	\$600.00
19+	\$700.00

4. Employees who are precluded by the maximum of their pay range from receiving the full percentage and/or longevity increases to their annualized base wage, shall receive on their anniversary date, a lump sum payment equal to the difference between the portion of the percentage and/or longevity increases actually received and the applicable percentage and longevity amount indicated in subsections 2 and 3 of this Section.

5. Employees that receive a lump sum payment under subsection 4 shall have premium overtime compensation calculated by increasing the employee's hourly rate by 4% and the hourly equivalent of the applicable longevity bonus.

6. The bi-weekly and annual salaries by job category and skill level on Appendix E are modified, effective January 1, 2000, by increasing the minimums by 4%. The January 1, 2000 rates will be increased by an additional 4% effective January 1, 2001.

Section B. - Whenever the State establishes or increases a recruitment differential for a bargaining unit classification, the differentials assigned to the minimum of the range shall be applied to the salaries of all incumbents in the affected classification, as well as to new hires.

ARTICLE 30 - BENEFITS

Section A. During the term of this Settlement, the State will make available to full-time employees, covered hereunder a group health, dental and life insurance plan. In addition to the traditional group health plan, the State may contract with various health maintenance organizations (HMOs) to offer insurance. In the event the State returns to offering a first dollar, non-comprehensive plan, the persons covered by this Settlement will have the opportunity to participate in same.

Section B. Effective July 1, 1999, the state and the employee contribution rates for the traditional group health plan and health maintenance organizations will be the amounts reflected on Exhibit 1.

Section C. Effective January 1, 2000, the State will contribute 93.5% and the employee will contribute 6.5% of the premium for the group sponsored traditional health plan or health maintenance organization option in which the employee enrolls.

Section D. Effective January 1, 2000, the Traditional Health Care Plan offered will contain the following plan design. The specifics will be in the contracts with the providers. A brief overview of the provisions follows:

Deductible	
Salary = or < \$35,000	Per member \$125
	Family \$400
Salary > \$35,000	Per member \$250
	Family \$600
Out-of-pocket Maximum	Per member \$1000
	Family \$2400

Member Co-Pay	20% - Apply all cost sharing, including 20% penalty for out-of-network provider to out-of-pocket maximums.
Network	Premium Preferred Network
Out-of-Network Co-Pay	20% additional/non-emergency
Dependent Eligibility	Spouse; unmarried child, step-child or legal guardianship, legally adopted child or foster child up to age 19 or 23 if full-time student.
Managed Mental Health	Precertification required. Network paid at 100% of covered charges. Out-of-network paid at 60% of covered charges.
Pharmacy Network	\$25 deductible per member / 10% generic / 20% brand name

The following services will also be covered by the traditional plan: annual physical, well-baby immunizations children up to two (2) years of age, flu shots and pap smears (annual).

The 20% out-of-network penalty will not apply to emergency accident or emergency illness care (as defined in the policy) or to an employee whose principal residence is more than thirty (30) miles from a network provider.

The first occurrence of out-of-network care, based on prior written referral from an in-network provider, shall be reimbursed at the in-network rate. The written referral must be submitted for in-network reimbursement to be received and the employee will be notified that further services from the same out-of-network provider will be treated as out-of-network service. The network administrator will use the written referral to initiate its sanctioning process against the provider.

The capitated laboratory program will not be subject to deductibles and co-pays.

Section E. Effective January 1, 2000, the health maintenance organization plans offered will contain the following core benefits; however, the HMOs may offer co-pays that are less than those listed below:

Primary Care Physician	\$5
Specialist	\$10
-E.g. Surgeon, Psychiatrist	
Allergy Testing	\$0

-Only pre-packaged allergy medicines requiring a prescription will be covered under prescription drug section. Serums are not covered under the prescription drug section.

Inpatient Services	\$0
-Including covered transplants	
Outpatient Services	\$0
Skilled Nursing Facility	\$0
Home Health	\$0
Hospice	\$0
Urgent Care (in/out)	\$10/\$25
Emergency Room (in/out)	\$10/\$25
Casts and Dressings	\$0
Durable Medical Equipment	\$0
Prosthetics	\$0
-Initial purchase, fitting, repair and one replacement per contract year or as medically necessary	
Alcohol & Drug Addiction (out)	\$20
Physical Therapy (requires referral & prior approval)	\$0
Speech Therapy (requires referral & prior approval)	\$0
Occupational Therapy (requires referral & prior approval)	\$0
Mental Health Therapy (requires referral & prior approval)	\$0
Hearing Tests	\$0
TMJ	\$0
-Treatment approved by PCP and Health Plan Director; due to injury or medical condition; no dental services	
Prescription Drugs (30 days)	
Generic Formulary	\$5
Brand Name Formulary	\$10
Generic Non-Formulary	\$15
Brand Name Non-Formulary	\$20
Birth Control Pills	\$5
If the cost of the prescription is less than the co-pay the employee pays only the lesser amount.	
Family Planning	
Fertility Counseling & Testing	20%
Vasectomy	20%
Tubal Ligation	20%
IUD	20%
Benefits required under IC 5-10-8, IC 27-8, IC 27-13 and 42 CFR 417.101	
Out-of-pocket (in)	\$1000/\$2000 annually
No pre-existing condition exclusions	

Section F. The State will provide employees a vision care program and contribute 100% of the cost of coverage. An employee may purchase, through the State program, vision care for the employee's dependents.

Section G. The State will contribute 100% of the cost of group dental coverage.

Section H. The State will contribute thirteen (13) cents bi-weekly per \$1,000.00 of salary toward coverage under the basic group term life insurance program.

Section I. Supplemental life insurance will be offered on the basis of employee only; employee and spouse, and children; and employee and children coverages.

Section J. Health Care Committee

1. The State, in the interest of receiving input from the Union concerning its health benefit programs, shall appoint five (5) members to a Health Care Committee. The AFSCME Council 62 Director shall also appoint five (5) members to the Committee. The Committee shall be co-chaired by a Union Representative and a Representative of the State.

2. The parties shall exchange agenda items at least fourteen (14) calendar days prior to any scheduled meeting date and shall establish the agenda in advance of the meeting. In addition, the co-chairs will discuss the necessity of the Plan Administrators' or HMO providers' attendance at the Health Care Committee meeting.

3. The Health Care Committee shall meet quarterly at the request of the Union, at mutually agreeable times and places. Additional meetings may be scheduled by mutual agreement between the State Personnel Director's designee and the Union.

4. The Health Care Committee shall review various elements of the State's Health Care program and offer advisory recommendations for restructuring or modifications in benefits that would result in the reduction of costs, as well as, improve the quality of health benefits provided by the State.

5. The Health Care Committee may discuss issues regarding the quality of health care services, administrative procedures under the plan, or application of a network penalty due to unreasonable inaccessibility of a network provider after the provider's appeals process has been exhausted.

6. Programs to be reviewed include, but not limited to:

- Employee Assistance Program**
- Mental Health and Substance Abuse Coverage**
- Prescription Drug Program**
- Managed Care**
- Review of HMO's premiums**
- The Cost Guard Program**

- Weekend Admissions**
- Reimbursement Arrangements with Certain Providers**
- Case Management**

7. The recommendations of the Health Care Committee are not binding, but are subject to negotiations by the parties designated representatives.

8. Health Care Committee members shall not suffer loss of pay for travel to and from and attendance at the meetings. Overtime shall not be paid and compensatory time off shall not accrue if the meeting and travel time exceed the employee's regular work schedule. Travel expenses will be reimbursed in accordance with Article 51, Section B of this Settlement.

ARTICLE 50 - EMPLOYEE ASSISTANCE PROGRAM

Section A. The Employee Assistance Program (EAP) will continue to offer confidential and professional assessment, short-term counseling and/or referral services. The EAP deals with a wide range of illnesses and problems that can affect the health, well-being and job performance of State employees and their families.

Section B. The EAP will be the subject of a joint committee comprised of members of the Unity Team, AFSCME Council 62 and the State of Indiana. The committee will meet periodically to review problems, to work toward the objectives of early identification and acceptance of EAP services and to develop educational and informational materials.

Section C. The main duty of union representatives on the committee will be to assist bargaining unit members in dealing with family and personal problems through confidential referrals to the EAP.

Section D. Training classes concerning how to better understand and address family and personal problems will be offered to employees.

1. The classes will be offered on State time. Concerns regarding the denial of employee requests to attend training will be addressed directly between the unions and the State Personnel Director's designee.

2. The types and amount of training will be an appropriate subject for the committee.

Section E. Critical Incident stress debriefing will continue to be handled by a referral system employed by the State.

1. The unions' representatives to the EAP Committee will be notified of any Critical Incidents.

2. Counselors will visit the sites at which a Critical Incident has occurred. Counseling will be provided on work time, and at the expense of the State. EAP contract training hours will not be used to cover Critical Incident counseling unless all pre-allocated Critical Incident stress debriefings for the contract year have been exhausted.

Section F. The unions may designate a steward or chief steward to serve as an EAP representative for purposes of contacting their representatives to the EAP Committee. Local issues concerning EAP may be addressed at existing local labor/management or health and safety committee meetings.

Section G. At the time of employment, each employee shall be given information concerning the EAP. The information will address who is eligible, the benefits of the program and how to access the program.

The undersigned hereby submit these amendments to the Governor for his approval pursuant to the terms of Executive Order 90-6 and the authority provided therein. If approved by the Governor, the amendment to the Settlement will be implemented by Executive Order.

FOR THE STATE OF INDIANA

FOR AFSCME Council 62

Signatures on file