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SETTLEMENT
BETWEEN

THE STATE OF INDIANA
AND

THE UNITY TEAM
LOCAL 9212

International Union, United Automobile, Aerospace &
Agricultural Implement Workers
American Federation of Teachers

For Bargaining Units 1, 2, 3 and 10

November 1, 2003 through June 30, **2007**

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PREAMBLE

As authorized by Section 24 of Executive Order 03-35 (hereinafter referred to as the Order), the International Union, UAW/AFT Coalition ("The Unity Team") and its Local 9212 (hereinafter referred to as the Union) and the State Personnel Director's designee (hereinafter referred to as the State) have reached the following Settlement for employees in Units 1, 2, 3 and 10. This Settlement is subject to the approval of the Governor.

ARTICLE 1
RECOGNITION

Section A. Representation Units.

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

Unit 1: Labor, trades and crafts, certified October 22, 1990.

Unit 2: Administrative and technical support, certified February 7, 1991.

Unit 3: Regulatory, inspection and licensure nonprofessional, certified October 23, 1990.

Unit 10: Public safety, protective service workers, and institutional security, certified October 23, 1990.

2. The employees covered by this Settlement shall be those permanent employees (**both full and part time**) holding classifications assigned by the State Personnel Director to the certified units, as set forth in Appendices A, B, C and D of this Settlement and such other classifications as may be assigned to the respective appropriate units, by the State Personnel Director, under Executive Order 03-35, or by subsequently enacted legislation. Some employees in these classifications may be included and others excluded depending on specific duties of the positions.
3. The State shall continue to recognize the Union as the exclusive representative for the employees in the units set forth above when 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 classification 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 State agrees to provide the Union with a copy of current existing benchmarks, approved by the State Personnel Director, for classifications assigned to the bargaining units. This commitment will not require the State to create benchmarks for classifications.
3. No job classification or position shall be removed from the units by the State Personnel Director during the term of the Settlement without at least ten (10) working days prior notice to the Union which shall include identification of the incumbent, if any, and the reason for the removal. The State Personnel Director's designee will discuss the removal of the classification or position from the bargaining unit upon the Union's request. However, the State will meet and discuss with the Union (1) the assignment of a new classification to a unit; and/or (2) the assignment of an existing classification from one unit to another unit with the propriety of an assignment subject to resolution under Article 6 Section F, Step Five, if parties are unable to reach an agreement.
4. **If the UAW Region 3 Director or his designee questions the propriety of the bargaining unit assignment of a position, the UAW International Representative will meet with a representative of the Division of Organizational Development and Design and the Labor Relations Division to analyze the position under the standards set forth in Sections 7-14 of Executive Order 03-35 and to make a recommendation for a resolution to the State Personnel Director.**

Section C. Confidential and Excluded Employees

1. 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 International Union, UAW no later than sixty (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

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 interruption 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 3

RIGHTS AND FUNCTIONS OF MANAGEMENT

Section A. 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.

Section B. 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 4

UNION RIGHTS, REPRESENTATION & RESPONSIBILITIES

Section A. Information Provided to the Union.

1. The State shall prepare and furnish to the Union a quarterly seniority list, of all employees in the units on the payroll as of the end of the pay period preceding the preparation date, in accordance with Article 10, Seniority. The lists shall be prepared at the end of the first pay period in July, October, January, and April **and sent to Local 9212 office on computer disk.**
2. The State agrees to provide the Union with a monthly computer report listing the following information, where available, for each employee in the Units:
 - a. Name
 - b. Social Security Number
 - c. Street Address, City, State, Zip Code
 - d. Employment Date
 - e. Adjusted Employment Date
 - f. Accrual Date
 - g. Gender
 - h. Ethnic Origin
 - i. Organization Code
 - j. Position Number, Position Location Code
 - k. Position Job Title
 - l. Employee Status
 - m. Bi-weekly Salary
 - n. Classification Code
 - o. Work Location
 - p. Union Membership
 - q. Class Title
 - r. Birthdate
 - s. FLSA Status
 - t. Annual Salary
 - u. Permanent Status Indicator
 - v. Position Type
3. 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.

4. The reports shall be furnished on hard copy or computer tape at the request of the Union. The State shall provide whatever additional information is necessary to interpret the reports furnished in accordance with this Section.
5. When the seniority lists established in Article 10 Section G. are prepared, a copy shall be provided to each work site.
6. The Union shall be provided with a copy of the State's location codes and the corresponding telephone numbers.

Section B. Information Provided to the State

1. The Union agrees to furnish the following information, in writing, to the State Personnel Director or Designee:
 - a. A list of Local Union Representatives, Stewards and their respective jurisdictions;
 - b. A list of Local 9212 Team Officers and Regional Directors.
2. Pending Union elections and receipt of the list of Local Union Representatives and Stewards or replacement Local Union Representatives and Stewards, the State shall recognize on an interim basis those persons designated, in writing, by the Union as authorized to service the Grievance Procedure.
3. Any changes or additions to the information set forth in paragraph 1 of this Section shall be forwarded to the State Personnel Director or designee by the Union, in writing, as soon as changes occur.

Section C. Union Orientation

1. **The State shall provide a copy of Article 5 to each potential bargaining unit employee either at the time of, or prior to, offering employment.**
2. All employees, in the bargaining units covered by this Settlement, shall be required to view an informational video produced by the Union. The contents of the video shall be reviewed and approved by the State Personnel Director's designee. The video will not include solicitation of membership and the cost of the video shall be borne by the union.
3. In those instances in which any bargaining unit employee(s) is/are scheduled for an orientation or viewing, the State shall notify the Local

9212 President or his/her designee **a minimum of five (5) working days in advance**. The appointed union representative shall be afforded the opportunity to address and/or answer questions at the orientation or viewing session. The Union shall provide the State Personnel Director's designee the name of the union representative who is to be notified to attend the orientation or viewing at each location.

4. The State shall include in the packet of personnel and payroll forms provided to the new employees, in the bargaining units covered by this Settlement, union membership, dues authorization and representational fee **form(s) and a copy of Article 5**. The union membership, dues authorization and representational fee **form(s)** shall also be provided, to the employee(s), by the State, at the time of the orientation or during the viewing of the video as described in Section C-2. Any union materials that require the employee's signature shall be returned to the Union by the State upon completion.
5. The State and the Union shall jointly produce a video regarding the application of and/or any changes to the Settlement. The cost of the video shall be equally shared by both parties. The video shall be produced and ready for viewing within ninety (90) calendar days from the date of membership ratification of this Settlement. Attendance at viewing shall be mandatory and without loss of pay.
6. The State shall provide the Union with a monthly report listing new hires and transfers into the bargaining units covered by this Settlement as described in A (2).
7. Any disputes arising under this Article shall be discussed directly between the Union and the State Personnel Director's designee.
8. **Union Representatives that require training in the performance of "how to perform" the Union's portion of a new employee orientation shall be permitted to attend up to two (2) new employee orientation sessions with the Union's designee. There shall be no more than one (1) trainee at any new employee orientation session.**

Section D. Access to State Premises by Union Staff

1. Subject to securing permission from the Appointing Authority, non-employee officers and non-employee representatives of the Union shall be admitted to the non-public portions of the premises of the State during working hours. Such visitation shall only be for the purpose of participating in Labor-Management meetings, interviewing

grievants, attending grievance hearings/conferences, and for other reasons related to the administration of this Settlement. Only designated non-work and meeting areas may be used for this purpose. Exceptions shall be only with State permission. Employee representatives shall have access to the premises in accordance with this Settlement. Internal Union business related to these bargaining units shall be conducted on non-work time of all participants.

2. The Union agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the State.
3. The State may designate a private meeting place or may provide a representative to accompany the Union officer or representative where operational or security considerations do not permit unaccompanied Union access. The State representative shall not interfere with or participate in these visitation rights. The State reserves the right to limit the number of representatives permitted on the premises at any one time in accordance with operational and security needs and to suspend such access rights during emergencies, or in the case of abuse.
4. Disputes arising under this Section shall be immediately referred to the State Personnel Director or designee for immediate resolution.

Section E. Union Meetings on State Premises

1. Where available and when requested and approved by the manager of the facility in accordance with this Section, the State will provide to the Union meeting space in locations normally used for employee meetings.
2. 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.
3. Union meetings shall be conducted during non-working hours and attendance at such meetings shall be on the employee's own time. Unpaid lunch breaks shall be considered non-work time.
4. 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.
5. 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.

6. Complaints that departments, agencies or worksites are not in compliance shall be referred to the State Personnel Director's designee for prompt resolution.

Section F. Leave Without Pay for Union Business

1. An employee designated by the Union to serve as a full-time officer or employee of the Union may be granted up to two (2) years of leave without pay, which will be renewed automatically until such time as notified otherwise by the Union. Such leave will not be unreasonably denied for employees of the Union. Such leave shall be granted for elected officers of the Union unless to do so would cause an undue hardship on the State.
2. Any requests for such leave shall be submitted, in writing, by the Union to the State Personnel Director, or designee and the Appointing Authority.
3. During the period of such leave, the employee shall continue to accrue creditable service time towards seniority and bonus vacation. Upon return from such leave, eligible employees shall be credited with any bonus vacation days the employee would have received, in the preceding twelve (12) months, while on leave. An employee on leave without pay shall not accrue sick, vacation or personal leave.
4. 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.
5. At the end of the leave of absence the employee shall be returned to the same or reasonably comparable position at the same work site 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. 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.

Section G. Time Off for Union Business

1. 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.

2. The agency shall not unreasonably deny requests from properly designated Union members for the use of vacation, personal leave, 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. An employee who has used accrued leave under this paragraph may have up to forty (40) working days per year of accrued leave restored if the Union reimburses the State for the salary paid. Alternatively, the Union and the State Personnel Director, or the Director's designee, may agree that the State will record the time on the official records as time worked and include payment for the authorized days in each employee's regular paycheck with all appropriate deductions. The State will bill the Union and the Union will reimburse the State, within thirty (30) days of receipt of the bill, for the salary paid to employees for days authorized under this Section. Days paid by the State and reimbursed by the Union will not exceed forty (40) workdays per year and will not be considered days worked for purposes of calculating overtime during the week in which they occur. All other benefits that normally apply to regular work time and payment will apply.

Section H. Bulletin Boards

1. The State shall furnish space for Union bulletin boards at reasonable locations, to be determined by the Union's designee and the State's designee at the worksite. Where worksite designees are unable to resolve the issue of bulletin board placement, it shall be determined by a representative of the State Personnel Department. Where locked bulletin boards are required, the Union shall be provided space on those boards. At facilities which house patients or offenders, the issue of providing a locked encased bulletin board for union postings shall be a subject for local labor/management meetings.
2. The bulletin board size shall be no smaller than eight (8) square feet and shall not exceed twelve (12) square feet.
3. The State may provide the Union use of existing employee bulletin boards, if consistent with the specifications set forth in Subsection (2) of this Section.
4. The Union shall maintain the bulletin boards.

5. The bulletin boards shall be for the sole and exclusive use of the Union to communicate with bargaining unit members about Union business and activities and the material posted shall be limited to these purposes.
6. Union postings shall be restricted to bulletin boards provided for under this Settlement.
7. All materials shall be signed, dated and posted by a designated Union representative.
8. In the event the State Personnel Director or her/his designee determines that any posting is unrelated to Union business or activities or otherwise violates this Section, s/he shall promptly notify the International Union. The International Union will then notify the chief steward or a readily available designee who shall promptly remove the posting while the dispute is pending.

Section I. Telephone Directory

The State shall publish, free of charge, the telephone number and business address of the local Union office(s) in the State of Indiana telephone directory and Agency worksite directories. The Union shall be provided with 15 copies of the State of Indiana directory and 15 copies of each Agency worksite directory. These directories will be provided at cost.

Section J. Office Space Leasing

Subject to its availability and upon approval by the Department of Administration, the Union 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 K. Union Representation

1. Local Union Representatives.

- a. The Union will notify the State of the names of Local Union Representatives and the districts represented. Local Union Representatives will be designated by the Union and shall not exceed a total of seventeen (17). Upon mutual agreement, the Union may designate additional Local Union Representatives. Local Union Representatives may cross agency lines.
- b. Time spent by Local Union Representatives under this Section shall be limited solely to the duties related to governmental operations such as:
 - (1) investigating, preparing and processing grievances and representing the Union at all steps of the Grievance Procedure;
 - (2) assisting and acting as a witness for the individual handling the case at Steps **Two** and **Three** of the Grievance Procedure;
 - (3) representing employees at pre-disciplinary meetings; and,
 - (4) participating in Labor-Management Committees or other meetings with management.
- c. A Local Union Representative's signature on his/her attendance record shall constitute certification that each use of this bank was solely for the purpose stated above.
- d. Under no circumstances shall release time be used under this bank to compensate 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:
 - (1) political activity;
 - (2) Union administrative activity prohibited by Executive Order 90-6;
or
 - (3) other functions unrelated to governmental operations.
- e. Local Union representatives shall have no lesser rights than other bargaining unit members to apply for promotions.

2. Chief Stewards.

- a. The Union will notify the State of the districts and names of Chief Stewards. Chief Stewards will be recognized as of the date of notification to the State. Chief Stewards will be designated by bargaining unit, by shift, and based on a ratio of one Chief Steward per one-hundred (100) represented employees. Chief Steward districts may be revised in January of each year at the request of the Union. Chief Stewards may cross agency/departmental lines.
 - b. Chief Stewards will be responsible for the following:
 1. investigating, preparing and processing grievances, and attending grievance meetings at Step One of the Grievance Procedure;
 2. representing employees at pre-disciplinary meetings; and
 3. investigating and assisting designated representatives at Steps **Two and Three** of the Grievance Procedure.
 - c. Where no Chief Steward is available, the Union will designate another employee temporarily to fulfill the responsibilities of the Chief Steward. The designated Chief Steward may cross bargaining unit lines.
3. Job Stewards.
- a. The Union will notify the State of the districts and names of Job Stewards. Job stewards will be recognized as of the date of notification to the State. Job Stewards may be designated for worksites of less than one-hundred (100) represented employees. Job steward districts may be revised in January of each year at the request of the Union.
 - b. Job Stewards will be responsible for investigating complaints, Step One of the Grievance Procedure, and to fill in for the Chief Steward where the Chief Steward so indicates.
 - c. Where no Job Steward is available, the Union may designate another employee temporarily to fulfill the responsibilities of the Job Steward.
4. General Provisions Concerning Union Stewards and Local Union Representatives.

- a. The activities of Job Stewards, Chief Stewards or Local Union Representatives, while acting as such on State property, shall be limited to those activities authorized by this Settlement.
- b. Except when they are engaged in the activities authorized by this article, all Stewards shall continue at their regular work in the same manner as other employees. When Stewards are required to leave their regular duties for the orderly and expeditious handling of representational activities under this article, they shall request and upon receiving approval from their supervisor, be released from their work. Time spent by a Steward in representational activities under this article, shall be the minimum amount of time necessary to perform the specific function.

- (1) Local Union Representatives shall be permitted time off from their regularly assigned duties without loss of pay during scheduled working hours to participate in authorized Union activities, subject to the following:

A leave bank shall be established based on 2.5 hours of leave for every employee in these bargaining units on January 1 of each year of this settlement. The hours in this bank may only be used within the calendar year in which they are granted and shall not be forwarded from one year to another. This bank shall be renewed annually on a calendar year basis. Any full-time appointed positions funded from the administrative leave bank shall be appointed by the UAW Region 3 Director.

The Union shall designate to the State in writing the names of Local Union Representatives entitled to utilize this leave bank. The Union may designate up to seventeen (17) local Union Representatives.

In the event that a named Local Union Representative's absence from the work place would create a serious operational problem for the State, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designating of an alternative Local Union Representative by the Union. Unless mutually agreed to by the State and the Union, Local Union Representatives may be granted leave under this section for up to two (2) years, which will be renewed automatically until such time as notified otherwise by the Union.

The Union shall indemnify and hold the State harmless from any workers' 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 Local Union Representative in conjunction with activities authorized by this Article.

For purposes of seniority accrual, time spent by Local Union Representatives shall be considered as time worked unless prohibited by law.

The Union may designate an individual to use the leave bank in increments of no less than one-half (1/2) workday. Such use must be authorized by the President of Local 9212 and the President must provide to both the agency central office and the State Personnel Director no less than five (5) working days advance notice of the date(s) to be utilized by and the identity of the designated individual.

- (2) Chief Stewards shall not be released from their regular State duties in excess of four (4) hours per week to prepare for a pre-disciplinary meeting, or investigate, prepare, and/or process complaints/grievances, or for purposes of training.
- (3) Job Stewards shall not be released from their regular State duties in excess of three (3) hours per pay period to investigate, prepare, and/or process complaints/grievances, or for purposes of training. Job stewards acting as chief stewards shall be released from their regular duties for the amount of hours as a chief steward, rather than the hours of a job steward. The Union must notify the agency labor relations designee of the designation.
- (4) The State will not charge against the caps established in this subsection, time spent by Chief Stewards, or Job Stewards in travel to and from, or attendance at, grievance hearings and meetings with management, including approved attendance at Article 4 Section C orientation programs. Time spent by a Local Union Representative in travel status related to activities authorized by this Settlement may be charged against the leave bank authorized in subsection 4(b)(1) in lieu of being charged against the caps established in this subsection.

(5) Persons requesting and receiving permission to use Cap Time shall complete the State's Cap Time Sheet prior to leaving the worksite. If the anticipated length of Cap Time is

estimated prior to leaving, then the form shall be amended upon return to the worksite. In addition, the Union agrees to create and immediately implement a form that persons claiming cap time must fill out. This form will contain the information necessary to confirm whether the activities for which cap time has been paid is in all regards proper. The Union's Cap Time forms shall be available to the State Personnel Director's designee upon request to the Local Union President.

- c. When entering a worksite, for activities under this Settlement, the Local Union Representative or Steward shall make their presence known to the supervisor or manager responsible for that worksite before conducting any discussions with employees in the area. Local Union Representatives and Stewards shall comply with all operational and security policies in effect at the worksite. If a complainant/grievant cannot be released for a discussion, the supervisor will set a specific future time for the Local Union Representative or Steward to return.
 - d. The State will not pay overtime compensation or allow for the accrual of compensatory time off, to any Local Union Representative or Steward for time spent on activities described in this article. Step **One** grievance meetings will be conducted during the regular working hours of the Union representative. The State will not pay for any travel expenses or subsistence expenses incurred by Local Union Representatives or Stewards for time spent on activities described in this Section.
 - e. A Steward or Chief Steward's signature on his/her attendance record shall constitute certification that each use of release time was solely for the purposes stated above.
 - f. Under no circumstances shall release time be used under this bank to compensate 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:
 - (1) political activity;
 - (2) Union administrative activity prohibited by Executive Order 90-6;
 - or
 - (3) other functions unrelated to governmental operations.
5. 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 5

DUES AND REPRESENTATIONAL FEES

Section A. The State recognizes the Union'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 Union dues and remit them to the duly authorized representative of the Union, together with a list of names of the employees from whose pay deductions were made.

Section B. The State shall deduct, once per employee, an initiation fee upon receipt of the employee's written authorization.

Section C. 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 percent (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.

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.

Section D. Employees hired after October 1, 1997, who signed up for Union membership status and subsequently cancel their Union dues shall be governed by Section C.

Section E. The Union 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 the Union.

Section F. The State will not solicit resignations from the Union **nor make any comments intended to discourage membership or solicit resignation. At new employee orientation, a management representative will make the following presentation to the new hires:**

All employees in Union represented classifications, hired after October 1, 1997, will be responsible to pay Union dues or their fair share of representation fees. You may choose to have these fees deducted from your paycheck or make other payment arrangements with the Union.

Section G. Within thirty (30) calendar days from the date this Agreement is signed by the parties, the Union will provide to the State Personnel Director a list of those employees hired since October 1, 1997, who are obligated to pay but who are not at that time paying either dues or representational fees. Upon receipt of that list, the State Personnel Director will send to each named employee a letter clarifying their obligation under this Article with a copy to the Union. The letter will read as follows:

Dear [Employee]:

I am writing to clarify that your current position with the State is represented by Local 9212/UAW/AFT. Under the terms of the Settlement Agreement between the State and the Union, you are obligated to either become a member of Local 9212/UAW/AFT or pay a representational fee in lieu of a membership fee. You can fulfill your obligation by either payroll deduction or by direct payment to the Union each month. If you fail to fulfill your obligation, the Union can enforce its right in court.

/s/ State Personnel Director

ARTICLE 6

GRIEVANCE PROCEDURE

Section A. Election of Remedy.

1. An employee who elects to utilize this grievance procedure shall use the grievance form specifically designed for this Settlement. The parties shall be jointly responsible for determining the type of form to be printed and for the cost of printing. By filing a written grievance under this Article, the employee waives all rights to proceed under any other dispute resolution procedure available to the employee and the grievance form shall so specify. The grievant's signature indicates an understanding of the waiver and her/his voluntary decision to waive that right.
2. If the employee files a complaint under any other dispute resolution procedure, the employee shall not be entitled to utilize this grievance procedure.

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 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. Scope.

1. Any employee who has successfully completed a new-hire probationary period, or extension thereof, may file a grievance hereunder, concerning the following issues:
 - a. dismissal, demotion, suspension, or written reprimand of the grievant;
 - b. an alleged violation of the application of a provision of this Settlement to the grievant;

- c. an alleged violation of the application of a law, promulgated rule, work rule or personnel policy to the grievant.
2. A grievance must specifically identify the disciplinary action or specifically identify the law, promulgated rule, work rule, personnel policy or provision of this Settlement that allegedly was violated.
3. Individual grievances which pertain to like circumstances and facts may, upon mutual agreement, be consolidated 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 **by submission of a grievance form to State Personnel Department.**

Section D. Time Limits Generally.

1. Failure of the employee or Union to comply with the time limits imposed on the employee or Union by this Article renders the grievance void and terminated.
2. Failure of the **appointing authority**, agency head, or State Personnel Director, to comply with the time limits constitutes a waiver of that response, and the Union 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.

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

1. Grievances concerning dismissals, demotions, suspensions or application of the layoff procedure under Article 22 shall be initiated by the Union at Step **Two** 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.
2. Failure on the part of the Union to file the grievance on these issues with the agency head or designee within such time period shall render

the grievance procedure unavailable and the grievance void and terminated.

3. The written grievance must be on the prescribed form, mutually agreed upon by the parties. The grievance form must be fully completed and must be signed by the employee. The text of the grievance shall remain unaltered as the grievance progresses further through the steps prescribed in Section F of this Article.

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 is encouraged at all steps. 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

Appointing Authority

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 will be initiated by **filing a written grievance with the appointing authority's designee at the local facility.** Grievances concerning dismissal, demotion, suspension or layoff procedure shall be initiated as provided in Section E.
3. **The appointing authority's designee at the local facility shall conduct whatever investigation s/he deems necessary; shall meet with the grievant, union representative, and a management representative to discuss the grievance; and shall render a written response within twenty-one (21) days of receipt of the grievance. The response shall include the reason for the decision. The response will be sent to the grievant and the designated union representative.**

STEP TWO

Agency Head.

1. If the grievance is not resolved at Step **One** the Union may appeal the grievance to the agency head. Such an appeal shall be made within fourteen (14) calendar days of the Step **One** response or expiration of the time limit for resolution at Step **One**.
2. **A representative of the agency head and a representative of the State Personnel Director shall meet with the designated union representative(s) to discuss the grievance.**
3. The agency head or designee will render a decision, in writing, within twenty-one (21) calendar days from the receipt of the **appeal**. The response shall include the reason for the decision. The response will be sent to the **designated union representative**.

STEP THREE

Arbitration

1. If the grievance is not resolved at Step **Two** the Union may appeal the grievance in writing to arbitration **by filing the written appeal with the State Personnel Director or designee**. Such an appeal must be made within thirty (30) calendar days from the date the Union was given notice of the decision made at Step **Two**. **The UAW International Representative will have an opportunity to meet with the State Personnel Director's designee to pursue a settlement before arbitration.**
2. A panel of five (5) arbitrators are to serve to hear timely appeals. Such arbitrators shall be mutually selected by the Union and the State.
3. After the expiration of the one hundred eighty (180) calendar day period following appointment of the Arbitration Panel, if any Arbitrator who has been appointed to the panel becomes unacceptable to either or both of the parties for any reason, then either party may unilaterally exclude that member of the panel. The parties agree to provide a joint written notice to the Arbitrator and s/he shall thereupon conclude her/his services.
4. The parties shall agree to a method for scheduling arbitration cases before individual Arbitrators on the panel.
5. Arbitrations will be conducted in accordance with Appendix G.

6. The fees and expenses of the arbitrator, including necessary travel expenses, shall be borne solely by the party who fails to prevail in the hearing. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and the Union will evenly split the arbitrator's fee and expenses.
7. 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.
8. The decision of the Arbitrator shall be binding unless it is appealed to judicial review 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, whether by an arbitrator or Court, are constrained by and limited to the application of the provisions of law, promulgated rule, work rule, personnel policy, and/or this Settlement. Neither an arbitrator nor Court have the authority to in any way, directly or indirectly, amend, modify, nullify, ignore, subtract from or add to the provisions of this Settlement. No decision by an arbitrator or Court may grant the Union any rights or privileges which were not obtained in the negotiation process, reduced to writing and included in 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. Subject to judicial review, an unappealed arbitration decision is binding on the State, the employee, and the Union.
3. Adjudication of rights and responsibilities under this Settlement by a Court is limited to judicial review and enforcement, in accordance with 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.
4. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however, to the final disposition of the grievance.

Section H. Time Off and Pay Status.

Stewards, grievants and witnesses shall request and upon receiving approval from their supervisor shall 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, grievants and witnesses in preparation with the Union for arbitration, or judicial review by a court, shall not be paid for by the State.

Section I. Working Out of Class

An employee may initiate a grievance alleging that he/she is being worked out of classification. Working out of classification grievances shall be initiated by submission of the grievance form and a completed job analysis questionnaire **to the State Personnel Department.** A Committee of three (3) persons representing the Union, **one of whom shall be the UAW Region 3 Director or his designee,** and three (3) persons representing the State will discuss the job analysis questionnaire and make a recommendation for resolution to the State Personnel Director. The State Personnel Director's decision shall be final and binding.

ARTICLE 7

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, creed, age, disability, veteran's status, political affiliation, 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).

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

Section C. The State shall 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 D. 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 E. The Governor will appoint one (1) member of the Affirmative Action Advisory Committee from a list of three (3) persons nominated by the Local Union President.

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

Section G. 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.

- 1. The State, absent extenuating circumstances, shall complete all investigations within thirty (30) days.**
- 2. Due to the nature of these complaints, upon the completion of the investigation, both the accused and the accuser shall be notified, in writing, of the decision.**

ARTICLE 8

SEXUAL HARASSMENT

Section A. In accordance with applicable law, neither the State nor the Union shall subject State employees to sexual harassment.

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

- 1. The State, absent extenuating circumstances, shall complete all investigations within thirty (30) days.**
- 2. Due to the nature of these complaints, upon the completion of the investigation, both the accused and the accuser shall be notified, in writing, of the decision.**

ARTICLE 9

LABOR-MANAGEMENT COMMITTEES

Section A. Statewide and Agency-wide Labor-Management Committees.

1. The State and the Union agree that there shall be a Statewide Labor-Management Committee, for the life of this Settlement. The parties agree for the life of this Settlement to continue Agency-wide Labor Management Committees within the Department of Correction, Department of Transportation, Family and Social Services Administration, Department of Health, the Department of Natural Resources, **State Police, and Department of Environmental Management.**
2. The aforementioned Committees shall consist of five (5) representatives from each party, each party selecting its own representatives. Each 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 Committees 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 or to the Agency Head or his/her designee. 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 employee's regular work schedule. Travel expenses will not be reimbursed.
2. The State and/or Union may have time to caucus during meetings as mutually agreed.
3. Employees 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 working hours.

ARTICLE 10

SENIORITY

Section A. Definitions.

1. Seniority will consist of the employee's total number of unbroken continuous service days ("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. Seniority will equal the employee's continuous service credit.

Section C. Application.

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

Section D. Termination of Seniority.

An employee's seniority will be terminated, and employment ended, if any of the following occurs;

1. the employee resigns from State employment;
2. the employee is discharged;
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; or
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. 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.
2. 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.
3. A copy of the report(s) shall be provided to the Union and shall be made available for review by employees.
4. An employee shall be obligated to notify the State of any error in the current 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.
5. Seniority lists are to remain posted until a new list is prepared.

Section H. Creditable Service for Merit Retention Scoring.

Article 22 Layoff & Recall, Section E, addresses changes in the definition of creditable service (the seniority factor) for the purpose of retention scoring in the merit layoff procedure.

ARTICLE 11

WORKING TEST PERIOD

Section A. Probationary Period Required.

All newly hired full time employees are probationary until they successfully complete six (6) consecutive months of work in the same job classification. This working probationary period is twelve (12) consecutive months for persons working less than full time but at least one half time, and eighteen (18) months for anyone working less than one half time. Upon written request of the appointing authority, with accompanying job related reasons, the State Personnel Director may extend the probationary period for as long as six (6) months. Probationary employees are not subject to Article 6, Article 13, and Article 23 of this Settlement.

Section B. Working Test.

Permanent employees (i.e., those who have successfully completed their probationary period) are required to successfully complete the six (6) month working test period in order to achieve permanent status in a new classification. Unless dismissed for cause, a permanent employee who does not successfully complete the working test period will be returned to a funded vacant position the State seeks to fill in the former classification in which the employee held permanent status and for which the employee meets the position qualifications. If no vacancy, as described above, exists, lay-off procedures will be initiated in the classification, agency and county in which the employee last held status. The removal of an employee from a working test is not grievable, unless the removal results in dismissal or lay-off.

Section C. Retention of Permanent Status.

Permanent employees who are transferred to new positions in the same classification and level, or return from a leave of absence, or are re-employed during the merit re-employment period, or are rehired during the period for priority consideration after a lay-off 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.

ARTICLE 12

PERSONNEL RECORDS

Section A. One official personnel file and fact file will be retained by the agency for which the employee works and shall be maintained by the appointing authority or designee in a secure place. A personnel file will also be maintained by the State Personnel Department and contain all matters required by the Indiana Code. The State will maintain a record within the personnel file and/or fact file of access granted to the personnel file and/or fact file by persons not having regular access authority.

Section B. A copy of any material to be placed in an employee's personnel file and/or fact file shall be provided to the employee. Entries in a fact file must be signed by both the employee and supervisor.

Section C.

1. An employee will be permitted reasonable access to the employee's personnel files and fact file. Personnel files and fact file shall be open for inspection by the employee, Chief Steward, Steward, and/or the employee's representative with the employee's authorization, during normal business hours and copies will be provided at no cost. If the official agency personnel file and fact file are maintained at a location other than the employee's worksite, on request, the State will send a copy of the file to the employee. If the employee requests more than one copy, additional copies will be provided at a standardized charge for duplication.
2. **Upon request Local Servicing Representatives and the International Representative shall receive access to all personnel files of bargaining unit members. All additional Union Representatives shall be granted access with written authorization from 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 discloses information concerning an employee, other than that listed in paragraph (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**

1. 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.
2. **All employees, upon written request, shall be provided with one copy of any and all documents contained in their medical files in accordance with I.C. 4-1-6-3(a). Additional copies will be provided at cost.**

Section G. 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 H. 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.

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

ARTICLE 13

DISCIPLINARY ACTION

Section A. Authority.

1. The parties recognize the authority of the State to take appropriate disciplinary action for just cause.
2. Discipline, when invoked, will normally be progressive in nature, in order to enhance employee performance and remove employees whose performance has not been corrected. However, the State shall maintain the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. **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.**
3. An employee who is being interviewed regarding an incident that is under investigation shall be informed as to whether s/he is a subject of same. If the employee is told s/he is a subject of the investigation, the employee may request a Union **Representative** who is not a subject of the same investigation to witness the remainder of the interview **and counsel with the employee. However, the Union Representative may not speak for the employee or interrupt the process.**

Section B. Pre-Disciplinary Meeting.

1. Disciplinary action shall be supported by timely and accurate investigation.
2. Whenever it is determined that a suspension, demotion or dismissal may be appropriate, a pre-disciplinary meeting shall be held with the employee at which the employee shall be entitled to Union representation.
3. The employee must request and notify the Representative.
4. Reasonable notice of at least 48 hours shall be given to the employee prior to the pre-disciplinary meeting. Reasonable notice shall include the nature of the alleged offense. The State shall advise the employee of the right to Union representation.

5. No pre-disciplinary meeting shall proceed without the presence of a requested Representative. The Representative may be a worksite steward, a chief steward or local representative, so that scheduling of the meeting shall not be delayed.
6. The employee shall be informed of the nature of the charges against her/him and the reasons disciplinary action is contemplated. The employee shall 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.
7. Employees, other than those on leave or suspension, who are going to be the subject of a pre-disciplinary meeting, shall have the meeting conducted during their scheduled work time or immediately adjacent to it. Pre-disciplinary meetings will not be conducted on a day the affected employee is on a pre-scheduled vacation day, pass day or pre-approved compensatory day unless the pre-disciplinary meeting is for an alleged act of gross misconduct.

Section C. Emergency Suspension.

Nothing in this Article shall prohibit the State from imposing an emergency disciplinary suspension and/or removing an employee from the premises in cases where, in the judgment of the State, such action is warranted. In such instances, the pre-disciplinary meeting shall be conducted as soon as practicable and may be conducted within forty-eight (48) hours.

Section D. Disciplinary Notice.

The State shall formally notify the employee in writing of disciplinary action. The notice shall include a statement of cause and shall advise the employee of her/his right to appeal the action through the grievance procedure.

Section E. Removal of Counseling and Disciplinary Records.

At the request of the employee, documentation of a counseling shall be removed from all files, after one (1) year, if the same or similar issue is no longer relevant to job performance or a pending grievance/complaint. At the request of the employee, a written reprimand shall be removed from all files, after two (2) years, if the employee has not been further disciplined for the same or similar offense. At the request of the employee, a suspension shall be removed from all files, after three (3) years, if the employee has not been further disciplined for the same or similar offense.

ARTICLE 14

PERSONNEL POLICIES/WORK RULES

Section A. This Settlement does not supersede any Executive Order, promulgated rule or statute. This Settlement does supersede any personnel policies, work practices or work rules in conflict with a specific provision of the Settlement.

Section B. Nothing in this Article requires the State to continue a personnel policy, work practice or work rule or to seek the Union's agreement before changing or discontinuing such a personnel policy or personnel form, work practice or work rule or implementing a new personnel policy, work practice or work rule. However, the State agrees that before implementing a new personnel policy, work practice, or work rule, or changing or abolishing an existing personnel policy, personnel form or work practice or work rule, the Union will be given two (2) weeks written notice prior to implementation. During the notification period, the State agrees to meet with representatives of the Union to discuss the impact of the changes. The State further agrees to consider the Union's comments regarding the changes. **If a meeting is held within the two (2) week period, the change(s) will not go into effect until two (2) weeks after the meeting date unless the parties mutually agree to a different implementation 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 15

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 recognizes the obligations of employees to follow established safe working policies and practices and to use safety devices, equipment and clothing.

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 representatives. Additional participants may be invited by either party providing notice is given to the other party when the agenda is established.
2. The Committee shall meet quarterly at mutually agreeable times and places.
3. Agendas shall be established two (2) weeks in advance.
4. The purpose of the Committee is to discuss safety issues of mutual concern, **review data/conditions, and make training recommendations.**
5. All Committee recommendations shall be in writing.
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. It is anticipated that the Committee will discuss topics which include, but are not limited to:

1. access to restroom facilities for employees assigned to remote work locations;

2. protective clothing and equipment;
3. contents and availability of first aid kits;
4. Universal Precautions Training;
5. availability of drinking water;
6. equipping, maintaining and inspecting of State vehicles;
7. stress/anger control management;
8. ergonomics;
9. **building/institution safety/maintenance.**

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 work site in time to attend a pre-meeting caucus.

Section E. Union Designee to the State Safety Committee

The UAW Region 3 Director 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 20, Section B 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 Health & Safety Representative will be notified immediately whenever there is a catastrophic event, an event requiring a hospital stay, or fatality at the work site and will be given immediate access.
The Union Health & Safety Representative will at any time upon request be allowed to review and copy an agency's OSHA 300 Log.

3. The Union Health & Safety Representative shall be afforded access to any facility of the employer provided that the Health & Safety Representative shall notify the facility director or designee in advance.
4. A Steward (Chief or Job) may accompany the Union Health and Safety Representative on inspections at the Steward's work location without having the time charged against the cap established in Article 4.

Section G. Health and Safety Needs

1. The State shall provide Health and Safety training/awareness work shops. **Special Attendants will be trained in the appropriate techniques to protect themselves and others from incidents of violent resident behavior.**
2. Any 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. Assaults on Employees

1. In the event, that any State employee comes into contact with any body fluid/body waste of another person, said employee shall:
 - a. **Be immediately given the opportunity to shower; and,**
 - b. **Be afforded an opportunity for a base line test and continuing testing for blood borne pathogens and/or bodily fluids.**
2. In the event said employee, has thrown or otherwise intentionally placed onto his/her person or clothing by another person or has cause to believe that a body waste or fluid has been thrown or intentionally placed onto his/her person, it shall be the immediate supervisor's responsibility to insure that the following occurs:
 - a. Employee's clothing and/or any other evidence is properly marked as evidence.
 - b. Placed in a proper/authorized container.
 - c. Placed in a secured area.
 - d. Chain of evidence is maintained.

Section I. Training Health and Safety

Agency Labor/Management teams shall be trained to deliver training in the various worksites. The parties will explore obtaining grants for specific targeted goals.

Section J. Buildings

When the State becomes aware that the building renovation or reconstruction is planned, it shall give notice to the Union Health and Safety Representative as soon as practicable.

ARTICLE 16

EMPLOYEE ASSISTANCE PROGRAM

Section A. During the term of this Settlement, the State shall maintain an employee assistance program to address such issues as alcohol and drug abuse, mental and emotional illness, and marital and family problems as they may affect an employee's work performance.

Section B. The UAW Region 3 Director will be afforded the opportunity to appoint one full-time Employee Assistance Program Representative who shall be paid from the leave bank established in Article 4.

Section C. 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 D. 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 E. 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 F. 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 G. 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 H. 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 I. 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.

ARTICLE 17

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 is normally scheduled to be off the day a legal holiday is observed and 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 the conditions for premium pay, as described in Article 21, are met.
4. If compensatory time off is chosen 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 18

LEAVES

Section A. Vacation Leave.

1. 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.
2. Bonus Vacation Leave Accrual:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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 vacation leave. However, bonus vacation leave will be credited only to employees who are in pay status.
 - e. Non-continuous service prior to June 30, 1982, shall not be considered in determining eligibility for additional vacation leave.
3. 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.

4. 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 (1) month in advance may not be rescinded due to staffing shortages. Where there are more employees who have requested to use vacation than operational needs will permit, State seniority will govern the selection of the employees whose vacation request will be granted unless otherwise agreed to by the parties. Employees may not take vacation leave without the Appointing Authority's approval. 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. Employees granted special leave with pay in accordance with the special sick leave provisions shall be entitled to all earned vacation and earned overtime.
5. 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 anticipate and take vacation leave not to exceed 22.5 hours.
6. Payment for Unused Vacation, Earned Overtime, and Holidays on Separation.
 - a. Upon separation from the service, in good standing, an employee shall be paid for unused vacation for a maximum of 225 hours, plus earned overtime and holiday leave to the extent accumulated.
 - b. Payment for unused vacation leave, not to exceed 225 hours, and all earned overtime and holiday leave shall be paid to beneficiaries of deceased employees.
 - c. If the employee has anticipated 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.
 - d. 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.

7. Charging of Leave.
 - a. Vacation leave will be charged in fifteen (15) minute increments.
 - b. Vacation shall not be charged on a legal holiday.
8. 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 their resignation.
9. Employees who transfer or who are reassigned from one department or agency to another shall not lose any accrued vacation leave.
10. Vacation leave may be used as sick leave if employee has no sick leave available.

Section B. Personal Leave

1. Personal leave is defined as absence from duty with pay for personal reasons.
2. 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.
3. 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 22.5 hours limit, the personal leave day shall be credited to the employee's sick leave balance.
4. All employees shall be allowed to use accumulated personal leave upon request, except as provided in paragraph 5 of this Section. Personal leave will be charged in fifteen (15) minute increments.
5. Requests to use accrued personal leave may be denied for the following reasons:
 - a. an inordinate number of requests are received for the same day, such as days before, on, or after a holiday;

- b. proper notice requirements were not met;
 - c. an emergency situation exists which requires the presence of the employee (For purposes of this Section, normal workloads or staffing shortages shall not constitute an emergency.);
 - d. request is for part of a shift and approval was not secured prior to the beginning of the shift; or
 - e. request is for consecutive personal leave days.
6. Proper notice consists of a verbal request for personal leave to the Appointing Authority's designee within fifteen (15) minutes from the start of the shift. For employees in multi-shift operations, notice shall be required one (1) hour prior to the start of their shift. Employees should provide more than the required notice whenever possible. Notice requirements shall be waived upon the submission of documentation that an emergency situation existed which made it impossible or impractical for the employee to comply with the notice requirement.
7. Time missed and subsequently disapproved in accordance with this Section shall be recorded as unauthorized leave and may subject the employee to discipline.
8. 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.

Section C. Sick Leave

1. 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.
2. 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.
3. 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.

4. 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.
5. An employee may be required to verify, by doctor's statement, fitness to work or legitimacy of leave request in the following circumstances:
 - a. Absence for a period of three (3) or more consecutive work days;
 - b. Employee has demonstrated an unacceptable pattern of attendance;
 - c. Employee had previously requested day off and been denied;
 - d. Employee demonstrates behavior which indicates that a fitness problem may exist;
 - e. Request for sick leave is thought to be in concert with a job action or other form of work stoppage.

Such verification shall be the responsibility of the employee. However, the State reserves the right to designate a physician when appropriate. The cost of verification by a State designated physician shall be borne by the State.

6. Employees shall request leave under this Section 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. Sick leave will be charged in fifteen (15) minute increments.
7. 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 shall be recorded as unauthorized leave, and may result in discipline and be considered when evaluating the employee's performance and qualifications.
8. 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 D. Pregnancy Related Disability Leave

1. 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.
2. 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.
3. 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.

Section E. Family and Medical Leave

1. 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.
2. 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 or 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.

3. 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 a 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 E(6) of this Article.
4. 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.
5. 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.
6. 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.

Section F. Funeral Leave

1. 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 subsection 2 below. 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.

2. 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 Section, "steps" or "greats" of the above-listed relatives are also covered.
3. An employee will be permitted to attend funeral services for an individual not specified in subsection (2) above, if the request to attend is approved and employee uses accrued vacation, personal or compensatory paid leave to cover the absence.
4. The employee's request shall be communicated to the appropriate designated management representative within fifteen (15) minutes from the start of her/his shift or sooner, if possible. For employees in seven (7) days, twenty-four (24) hour operations, notice shall be required one (1) hour prior to the start of the Shift.
5. 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.
6. 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.

Section G. Jury/Witness Leave

1. 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.
2. 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.

Section H. Leave Without Pay (General)

The appointing authority, with the approval of the Director, may grant an employee leave without pay for a period not to exceed two years, whenever such leave is considered to be in the best interests of the service. Such leave shall be requested in writing by the employee and shall require written approval by the appointing authority and the State Personnel Director. Except under unusual circumstances, voluntary separation from the service in order to accept employment not in State service shall not be considered by the State Personnel Director as sufficient cause for the approval of a leave of absence without pay. Upon expiration of a regularly approved leave without pay, or sooner upon due notice if the interests of the service make it necessary, the employee shall be returned to a position in the same class as the position held at the time leave was granted. Employees on leave without pay due to personal illness, injury, or legal quarantine may be required to submit medical proof from a designated physician of fitness to return to work before resuming duties. Failure of an employee on leave to report for duty within five working days after the appointing authority issues a written notice to return shall be deemed a resignation.

Section I. Military Leave With Pay

Employees of the State who are members of the Indiana national guard, reserve components or the retired personnel of the naval, air or ground forces, are entitled to leaves of absence from their respective duties, in addition to regular vacation period, without loss of time or pay for such time as they are:

1. on State active duty under IC 10-2-4-4;
2. on training duties for the State of Indiana under the order of the Governor as Commander in Chief; or
3. members of any reserve component under the order of the reserve component authority;

for consecutive or nonconsecutive periods not to exceed a total of fifteen (15) days in any calendar year.

Section J. Leave Without Pay (Military)

1. 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.

2. Reinstatement Following Military Leave. Reinstatement from such leaves of absence will be made in accordance with the policies outlined below:
 - a. 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.
 - b. No sick leave, personal leave or vacation leave credits will accrue during military leave.
 - c. 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.
3. Requirements for Return to Former Class or Position. An employee granted a military leave of absence shall be reinstated to his/her former classification or position upon his return provided that:
 - a. S/he was separated from the service under honorable conditions.
 - b. 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.
 - c. S/he is physically and mentally fit to satisfactorily perform his/her assigned responsibilities.
4. Process of Return from Military Leave.
 - a. An employee returning from military leave shall be reinstated in the same classification as that which s/he held when granted the leave, unless the classification 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 classification. If the classification has been eliminated, the appointing authority shall recommend in writing to the State Personnel Department reinstatement in an appropriate classification in the same salary grade and employment area as the eliminated classification.
 - b. If there is no vacancy in the former classification 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.

- c. 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/her 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 reemployment rights. If s/he was serving an original working test period, s/he may have his/her name placed on the appropriate employment list or lists, if the list or lists are still in effect, by submitting a written request to the State Personnel Director.

Section K. Emergency Conditions Leave

1. 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, and who were scheduled to work shall be given leave with pay if not required to work.
2. Employees required to work during an emergency may be granted compensatory time off on an hour for hour basis for such hours worked.
3. 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.
4. The provisions of this Section 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, snow removal operations, radio operations and emergency management.

Section L. Parental Involvement in Children's Education

The parties recognize the positive role parental and other adult involvement in school activities plays in promoting educational success. The parties intend, by this Section, 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 Section, and may be granted such work schedule adjustments only for those instances where school visits are involved.

Section M. Leave (General)

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

Section N. Community Service

During the life of this agreement, the provisions of Executive Order 98-13 shall, unless otherwise rescinded or amended, be applicable to the employees covered by the Settlement Agreement.

ARTICLE 19

BENEFITS

Section A. Premium Conversion.

1. 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.
2. An employee shall be given the option to participate or decline participation in the program. Employees shall be given the opportunity to opt in or out on a yearly basis.

Section B. Health, Dental and Life Insurance Benefits.

1. During the term of this Settlement, the State will make available to full-time employees, covered hereunder (except those covered by I.C. 5-10-8-6) the traditional health plan described below in subsection 3. In addition to the traditional group health plan, the State may contract with various health maintenance organizations (HMOs) to offer insurance **and may offer an alternative self-insured health plan**. 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.
2. **Effective on the first regular bi-weekly paycheck received December 31, 2003, for payroll group A and January 7, 2004, for payroll group B, the State will contribute \$140.00 for Single coverage and \$385.00 for Family coverage for the State sponsored group health plan in which the employee enrolls.**
3. 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 ≤ \$25,000		\$ 0
Salary > \$25,000 or ≤ \$35,000	Per member	\$125
	Family	\$400
Salary > \$35,000	Per member	\$500
	Family	\$1000

Out-of-pocket Maximum	Per member Family	\$1000 \$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.

4. 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

5. 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.
6. The State will contribute 100% of the cost of group dental coverage.
7. 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.
8. 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 C. Short and Long Term Disability.

1. The State will continue to provide short and long term disability benefits in accordance with the provisions of I.C. 5-10-8-7(d) and 31 IAC 3.
2. 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.
3. General Explanation of the Plan.
 - a. 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. 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.
 - b. 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.
 - c. 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.

- d. Benefits for disabilities caused by the tortious act of another person within the scope of employment are payable at one-hundred percent (100%) of base bi-weekly wage, for one (1) year, after a seven (7) day waiting period.
- e. Several benefit options are available to a disabled employee, including the following:
 - (1) 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.
 - (2) An employee may choose to forego disability benefits and receive one-hundred percent (100%) salary continuation by charging the absence to accrued leave.
 - (3) Employees eligible for Worker's Compensation may choose to forego disability benefits and receive one-hundred percent (100%) salary continuation by using accrued leave proportionate to the difference between Worker's Compensation benefits and full salary.
- f. Administrative requirements include the following:
 - (1) 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.
 - (2) Disability must be evidenced by a physician's statement.
 - (3) Application must be made for social security disability when the employee becomes qualified for those benefits.
 - (4) Income from other sources must be reported within seven (7) calendar days of the date the employee begins receiving other income.
 - (5) 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.

- g. 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 standard set in the definition of disability.

Section D. 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 UAW Region 3 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 HMOs' premiums

The Cost Guard Program
Weekend Admissions
Reimbursement Arrangements with Certain Providers
Case Management

7. The recommendations of the Special Health Care Redesign 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 20, Section B of this Settlement.

ARTICLE 20

WAGES AND OTHER MONETARY MATTERS

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 on the paycheck received December 31, 2003, for payroll group A and January 7, 2004, for payroll group B:**
 - (a) **employees shall receive an increase of 2% or 25¢ per hour, whichever is greater; and then,**
 - (b) **active full-time employees will receive an additional flat grant for health care of \$34 bi-weekly (\$884 annualized) factored into base wage.**
3. **The bi-weekly and annual salary range for each job category and skill level and each recruitment differential salary range is to be modified, effective January 2004, by:**
 - (a) **increasing the minimums and maximums by 2% or 25¢ per hour, whichever is greater; and then,**
 - (b) **adding \$34 bi-weekly (\$884 annualized).**
4. Subsections A (2) **and** (3) of this Section do not apply to Motor Carrier Inspector classes. Employees in Motor Carrier Inspector classifications will receive, on their anniversary date, the step increase reflected in the matrix contained in Appendix E. **Effective December 31, 2003, the steps of the pay matrix will be increased by \$34 bi-weekly / \$884 annually.**

Section B. Travel

1. 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 the authorized travel in accordance with the then applicable State travel policies. The current State travel policy **are** Financial Management Circulars **97-1.1 and 97-1.2.**
2. Upon request, affected employees will be provided a copy of Financial Management Circulars **97-1.1 and 97-1.2.** For further details or explanation regarding rights and obligations established by the travel policy, or for a copy of

the policy, employees should contact their designated Union steward or the supervisor who authorized the travel.

3. Rate Schedule. The following rates shall remain in effect until otherwise notified by the Budget Director and Commissioner of the Department of Administration.

a. Reimbursement Rates (inside Continental USA)

Hours in Travel Status	
12-24 hours	Daily Rate = \$26.00
7 1/2 -12 hours	½ Daily Rate

b. Personal automobile mileage (in-state):

Mileage rate	\$0.28 per mile
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c. Personal automobile mileage (out-of-state):

Mileage rate	\$0.28 per mile for first 500 miles
	\$0.14 per mile for next 2,000 miles
Mileage will not be approved for trips in excess of 2,500 miles.	

4. In the event the travel rates set forth above increase during the term of this Settlement, those increases shall be effective for employees covered by this Settlement.

5. 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.

6. Overtime eligible employees shall be paid for travel time as required by the Fair Labor Standards Act (FLSA).

Section C. Moving Expenses

1. 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 in Financial Management

Circulars 97-1.1 and 97-1.2. The following explanation is extracted from the current policy.

2. 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:
 - a. 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.
 - b. Both the change of work station and the change of residence must exceed thirty (30) miles.
 - c. The Department of Administration must approve the change of work station prior to relocation.
 - d. The Employee provides proper verification with the claim for reimbursement.

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

4. The rates for reimbursement shall be as follows:
 - a. If the employee moves an entire household more than thirty (30) miles **\$780.00.**
 - b. If the employee moves an entire household using a State vehicle **\$390.00.**
 - c. If the employee must move only minor household items and personal effects **\$234.00.**

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

Section D. Uniforms

Uniforms shall not be required unless paid for, furnished by, or an allowance is given by the State. This does not include safety equipment (e.g. safety shoes).

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.

Section E. Training-Tuition Fund

1. Within sixty (60) calendar days of the effective date of this Settlement, the State and the Union shall establish guidelines and procedures for the establishment of a Unity-State Training Fund. This fund is to be used by employees for attending conferences, courses, seminars and training programs aimed at developing and improving job skills and knowledge. Job Stewards, Chief Stewards and Local Union Representatives may receive reimbursement for attending courses aimed at developing and improving labor-management skills. Upon reaching an agreement on the procedures for the administration of the fund, the State will allocate **\$40,000 to the fund in each Fiscal Year of the term of this Settlement.**
2. Any monies remaining in the fund at the end of the Settlement term will not carry over to any other term, unless mutually agreed otherwise.

ARTICLE 21

HOURS OF WORK

Section A. General

1. 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).
2. (a) 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 security or operation of the agency/institution; or the public safety; or where the work is scheduled by independent contractors; provided, that employees affected by the independent contractor's schedule receive at least eight (8) hours advance notice.

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

Section B. Overtime

1. For purposes of calculating the regular hourly rate for employees, the employee's regular bi-weekly salary, 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.
2. Definition of Overtime. Except as provided in subsection (6) of this section:
 - a. Overtime shall comprise hours of work, rounded to the nearest fifteen (15) minutes, in excess of forty (40) hours in a work week.
 - b. Holidays, sick days, vacation days, personal days, leaves of absence, compensatory 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.

3. Employees Eligible for Overtime Payment. Employees in the following job categories or classifications are eligible for compensation for overtime:
 - a. Clerical-Office Machine Operators-Technician (COMOT), skill levels I through VI.
 - b. Labor-Trades-Crafts (LTC), skill levels I through V.
 - c. Protective Occupations, Law Enforcement (POLE), skill levels II through IV, Motorcarrier Inspectors, Correctional Officer Trainees, Correctional Officers, Special Attendant Trainees and Special Attendants.

4. Method of Overtime Payment. Except as provided in the subsection on compensatory time off, when an eligible employee has worked overtime which is compensable, payment for such overtime shall be made with the regular payment for that period in which the overtime hours were worked and shall be paid at a time and one-half rate. 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.

5. Compensatory Time Off.
 - a. Rate of Accrual. Employees eligible may be granted compensatory time off in lieu of monetary payment for overtime work.
 1. Compensatory time off shall be granted at a time and one-half rate.
 2. For additional hours of work other than premium overtime, compensatory time off shall be granted at a straight time rate.

 - b. Limitation on Amount of Accrual.
 1. Employees engaged in a public safety, emergency response, or seasonal activity may accrue no more than 480 hours of compensatory time off.
 2. Employees engaged in any work other than that described in subsection 5(b)(1) of this Section may accrue no more than 240 hours of compensatory time off.
 3. Compensable hours worked in excess of the limits contained in subsection 5(b) of this Section must be

compensated monetarily with the regular payment of wages for the pay period in which the time was worked.

- c. Use of Compensatory Time Off. Employees shall be granted compensatory time off as follows:
 1. Unless otherwise approved by the State Personnel Director and State Budget Agency, all compensatory time off must be scheduled and taken off prior to the end of the calendar quarter succeeding the quarter in which the additional hours were worked.
 2. An employee who has accrued compensatory time off authorized by these rules and who has requested the use of such compensatory time off, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the agency.
- d. Monetary Payment for Accrued but Unused Compensatory Time Off.
 1. If monetary compensation is paid to an employee for accrued compensatory time off, such payment shall be at the regular rate earned by the employee at the time the employee receives such payment. For compensatory time that was accrued at a premium rate, the straight time payment for accrued compensatory time results in the employee being compensated at time and one-half.
 2. An employee who has accrued compensatory time off as authorized by this rule shall, upon termination of employment, be paid for the unused compensatory time off at the greater of:
 - i) the average regular hourly rate received by such employee during the last three (3) years of the employee's employment, or;
 - ii) the final regular hourly rate received by such employee.
6. Notwithstanding the provisions of Section B(1) and B(2)(a), an employee engaged in law enforcement activities (including security personnel in correctional institutions) shall be compensated as follows:

- a. At his/her regular hourly rate for work in excess of thirty-seven and one-half (37 1/2) hours per week.
 - b. At a time and one-half rate for work in excess of forty-three (43) hours per week.
7. There shall be no mandatory adjustments to an employee's established work schedule to avoid the payment of overtime.
8. 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 work force 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:
 - (1) Date of payment and the pay period covered by payment;
 - (2) 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;
 - (a) 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;
 - (b) 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.

Section C. Overtime Procedure

1. 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 may indicate their availability by signing their name and classification. Employees are encouraged to volunteer for overtime within their classification or any classification for which the employee meets the minimum and position qualifications. The State agrees to

distribute overtime work within classification among employees who volunteer with first consideration being given to the volunteer with the lowest number of total overtime hours. If two (2) or more volunteers have an equal number of overtime hours worked within their classification, the most senior volunteer(s) shall be offered the overtime. A supervisor will not be allowed to perform overtime work if an eligible Unity represented employee where the overtime work exists has volunteered for same. Employees who volunteer to perform overtime work outside their classification will be paid at their current rate 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.

- 2. Overtime needs not met by Volunteers: Where overtime needs are not met by volunteers, overtime will be assigned to the employee within the classification with the fewest number of overtime hours worked. If two 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) overtime assignments, from July 1 to June 30, without repercussions.** 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. **The mandatory overtime list shall be run until the point where an employee who exercises a legitimate refusal would not be able to pass the employee with the next lowest number of hours. At that point, management shall return to the bottom of the list and run it again using the above procedure until reaching the employee who is unable to pass the next employee on the list. That employee will be compelled to work. The employee compelled to work will retain the one refusal and be credited with the number of hours worked on overtime list.** Employees who "transfer or are on temporary winter reassignments within INDOT" will be credited with the same number of overtime hours they had accumulated at the time of transfer/reassignment from their previous assignment. 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.
- 3. New employees or employees who transfer from a different classification will be credited with one (1) hour less than the eligible employee with the fewest number of overtime hours worked.**

4. a. Excessive Overtime. Employees shall neither be required nor allowed to work more than a sixteen (16) hour day or more than two (2) sixteen (16) hour days consecutively.
 - b. **Contractors**, temporary, **permanent part-time** and intermittent **workers** will not be offered premium pay overtime opportunities if **permanent full-time** employees **at the facility where the overtime work exists** have volunteered to perform the work being offered within their classifications.
 - c. Regular 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.
 - d. 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 4, Section (K)(4)(d).
 - e. Any Bargaining Unit employee working through lunch will be paid for lunch time.
5. Exceptions.
 - a. Management may deviate from the procedures, set forth in this Section, where conditions exist which threaten the security or operation of the agency/institution (e.g. riot); or the public safety (e.g. snow removal road crews); or where the work is scheduled by independent contractors (e.g. highway construction). When these conditions occur, the current practice will continue to be followed unless otherwise agreed to by the parties. Furthermore, these conditions shall be a proper subject of discussions in Labor Management Committee meetings.
 - b. An employee must be qualified to perform the overtime work. Management may deviate from the procedures set forth in this Section if the employee is not qualified to perform the overtime assignment.
 - c. Exceptions may be made to the overtime procedures, set forth in subsections 1 and 2, on agreement of the parties.

Section D. 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.

Section E. Modified/Flexible Work Schedules

The issue of modified/flexible work schedules shall be an appropriate agenda item for labor-management committees established in Article 9(A) of this Settlement.

Section F. Stand-By

Employees designated as being on stand-by will be provided, upon request, a pager for use while on stand-by. If paged, the employee must respond to the designated number within fifteen (15) minutes. Employees on stand-by must be able to report to work in a work-ready condition within the employee's normal commuting time.

Section G. In-State Travel Not Involving an Overnight Stay

1. 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 Financial Management Circular 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.

2. 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 reassignment which is beyond their region; and
 - b. Reimbursement as described in Financial Management Circular 97-1.
3. Winter Reassignment
 - a. On or before November 1 of each year, INDOT will determine which employees will be assigned to winter design or construction projects. On or before November 1 of each year, the list of employees to be assigned to winter design and construction projects will be released to the Union. Employees with CDL's who are not assigned to winter design or construction projects are eligible for temporary winter maintenance reassignment. Temporary winter maintenance reassignments will be done voluntarily first, then by inverse seniority.
 - b. INDOT employees who are reassigned to maintenance during the winter season will have their regular work station assignment changed to the unit location nearest their home. If temporarily reassigned to a unit other than the nearest unit, they will be provided transportation by the State. In such cases, the pay for time spent in travel and mileage reimbursement, if applicable, is provided for in Section G.(1) above.
4. Assignment of INDOT construction crew personnel among construction worksites. Union concerns regarding the State's procedures and guidelines for assignment of INDOT construction personnel between and among construction worksites will be a proper subject for discussion at Labor-Management Committees.

ARTICLE 22

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 also be given notice thirty (30) days before the effective date of the employee's layoff.

Section C. Non-Merit.

1. When a layoff is to occur in the non-merit service, layoffs shall be by agency, by classification, and 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:
 - a. Temporary employees performing work of affected classifications;
 - b. Intermittent employees in affected classifications;
 - c. Seasonal employees in affected classifications;
 - d. Probationary employees in affected classifications;
 - e. Permanent employees in the 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.

2. 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 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.

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 (including duration and provisional) employees in affected classifications;
- d. Permanent employees in the affected classifications, in the reverse order of their retention points. Retention points shall be comprised on the basis of seniority, performance, and veteran's preference points. In cases of ties, the employee having the lowest actual average service rating score shall be laid off first.

Should a tie still exist, the employee who was most recently appointed to a position in the class affected shall be laid off.

3. **Service Ratings.** For purposes of computing retention points, all employees who receive satisfactory annual service ratings shall receive ten (10) retention points with respect to that factor. Employees whose performance is less than satisfactory will receive the same number of retention points they would have received prior to this Settlement.
4. **Bumping Rights.** Any employee who has been notified of pending layoff and who has permanent status in a lower class has the right, provided they have more retention points, to displace within the same affected county, the employee with the least retention points in that lower class. Any employee who has permanent status in a lower class and is displaced by another employee has the right, provided they have more retention points, to displace within the same affected county the employee with the least retention points in that lower class. This procedure shall continue until the employee with the least retention points in the lowest class, in the same affected county of the same appointing authority has been reached, and if necessary, laid off. Should a layoff result in the closing of all offices in a county, any employee who has been notified of pending layoff and who has permanent status in the class from which they are laid off may, provided they have more retention points, displace within the division of service in a contiguous county the employee with the least retention points in that class.
5. **Recall from Layoff.** Employees who have been laid off will be placed on appropriate recall lists. Those employees with the highest retention points in each affected class will be placed at the top of the list followed by employees ranked in descending order. An employee who is laid off will retain recall rights for a period of one (1) year from the layoff date. During this year, the appointing authority, for the division of service affected, shall not hire nor promote anyone into a class affected by the layoff until all laid off employees on the recall list for that class have been reinstated or decline the position when it is offered. 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. Even though a layoff applies only to affected counties, recall rights extend to all counties, and at the request of the laid off employee, their name will be placed on the appropriate recall list for any or all counties.

6. 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 23

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, division, department, building or ward but not solely a change in supervisor.
2. 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, the return to status of an employee on a promotional working test, **or promotion under Article 23.5**, the State shall select the employee within the transfer unit with the most state seniority who meets the State's position qualifications. Employees seeking a transfer or shift change within their classification and transfer unit, as defined in Section F, must complete a Request for Transfer form provided by the State. 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.

Safety and security employees within the Department of Correction seeking a transfer to a vacant position in another correctional facility must submit a Request for Transfer Form to the Appointing Authority at the facility wherein the vacancy exists. If the vacancy is not filled under Section A(2) of this Article, the State shall select the most senior employee who meets the State's position qualifications, providing that said transfer does not impair operational needs.

4. If the vacancy described above is not filled under Sections A(2) and 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 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, after January 1, 1994, 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 shall be filled by the transfer process. Any subsequent vacancy created by a transfer may be filled either by a promotion, demotion, the return to status of an employee on a promotional working test period, 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. Provided, 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 **unless otherwise agreed to by both parties through the labor/management process:**

1. Department of Correction.
 - A. Each of the Correctional Facilities.
 - B. Central Office.

2. Department of Transportation.
 - A. Each of the six (6) Districts.
 - B. Toll Road.
 - C. Central Office.
3. Family and Social Services Administration.
 - A. Each of the Individual Institutions.
 - B. Each County Office of the Division of Family and Children.
 - C. Central Offices of Family and Social Services Administration
4. Department of Health.
 - A. Each of the Institutions.
 - B. Central Office.
5. Indiana Department of Natural Resources.
 - A. Each Property.
 - B. Each Division.
6. Indiana State Police Department.
 - A. Each District.
 - B. Each Division.
7. Department of Revenue.
 - A. Each of the District Offices.
 - B. **AmeriPlex.**
 - C. Central Office.
8. Adjutant General's Department
 - A. Stout Field
 - B. Camp Atterbury
 - C. Baer Field
 - D. Hulman Field
 - E. Each Armory/Reserve Center
9. Department of Administration.
 - A. Each Division.
10. Department of Workforce Development.
 - A. Central Office.

B. Each Workforce Service Area (WSA).

After the effective date of this Settlement, the agency head or designee and Local Union Representative shall meet to determine the Transfer Unit for any agency (or office within an agency) not covered by this Section, in which Unity Team represented employees are employed.

ARTICLE 23.5
Preferential Interviews for Promotional Opportunities

Section A.

- 1. The State agrees to consider internal promotional candidates for vacancies it seeks to fill.**
- 2. A bargaining unit employee who has**
 - a. successfully completed a working test period in his/her current classification, and**
 - b. who meets the minimum and specific position qualifications of a vacancy the State seeks to fill in the bargaining unit, may request an interview for a promotion as defined in Paragraph 3.**
- 3. A promotion is**
 - a. a vacancy that the State seeks to fill,**
 - b. which involves a change from one bargaining unit classification to another bargaining unit classification**
 - c. that has a higher maximum salary rate, and**
 - d. is in the same job family as the employee's current position but at a higher skill level, as defined by State Personnel, and**
 - e. is in the same transfer unit as the employee's current position, as defined in Section F.**
- 4. A qualified employee seeking a promotion under this Article shall complete a Request for Promotion form provided by the State. In addition to job bank postings, vacancies will be posted within the transfer unit for at least seven (7) working days.**
- 5. 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 is obligated to interview the two (2) most senior, qualified promotional candidates within the transfer unit who have submitted Request for Promotion forms. A candidate's right to be offered an interview does not entitle the candidate to be offered the promotional appointment.**

6. If none of the employees interviewed under Paragraph 4 are selected for promotion, the State shall then fill the vacancy in accordance with the procedures of Article 23 - Transfers.
7. The foregoing provisions shall in no manner restrict the State's right to reassign or reallocate personnel or positions prior to determining the vacant position it will attempt to fill under this Article.

Section B. Where a promotion achieved through the process of this Article would create a circumstance that would adversely affect the health, safety or welfare of the client population or institution, an otherwise eligible requestor will not be entitled to an interview under this Article. No employee is entitled to more than two (2) interviews for promotion to the same classification within a twelve (12) month time period. Any employee who achieves a promotion through this Section, but does not successfully complete the working test period and is returned to status shall not be entitled to another interview for the same classification under this Article for a period of twelve (12) months from the date of the return to status.

Section C. Employees may submit applications for vacancies under the rules promulgated at 31 IAC 1 and 31 IAC 2. However, an employee who has submitted a Request under this Article and is selected for the promotion is not entitled to a Transfer under Article 23 to another position in the new classification until successfully completing a working test period in the new classification. Removal from a promotional working test period is covered in Article 11 Section B.

Section D. Employees placed on a work improvement plan shall not be eligible to submit a Request for Promotion under this Article within twelve (12) months of being placed on the work improvement plan.

Section E. Employees who have active discipline placed in their personnel file shall not be eligible to submit a Request for Promotion for the time period(s) specified in Article 13 Section E.

Section F. Transfer Units

For purposes of this Article, "transfer unit" is defined as follows unless otherwise agreed to by both parties through the labor/management process:

1. Department of Correction.
 - A. Each of the Correctional Facilities.

- B. Central Office.**
- 2. Department of Transportation.**
 - A. Each of the six (6) Districts.**
 - B. Toll Road.**
 - C. Central Office.**
- 3. Family and Social Services Administration.**
 - A. Each of the Individual Institutions.**
 - B. Each County Office of the Division of Family and Children.**
 - C. Central Offices of Family and Social Services Administration**
- 4. Department of Health.**
 - A. Each of the Institutions.**
 - B. Central Office.**
- 5. Indiana Department of Natural Resources.**
 - A. Each Property.**
 - B. Each Division.**
- 6. Indiana State Police Department.**
 - A. Each District.**
 - B. Each Division.**
- 7. Department of Revenue.**
 - A. Each of the District Offices.**
 - B. AmeriPlex**
 - C. Central Office.**
- 8. Adjutant General's Department**
 - A. Stout Field**
 - B. Camp Atterbury**
 - C. Baer Field**
 - D. Hulman Field**
 - E. Each Armory/Reserve Center**
- 9. Department of Administration.**
 - A. Each Division.**

10. Department of Workforce Development.

A. Central Office.

B. Each Workforce Service Area (WSA)

After the effective date of this Settlement, the agency head or designee and Local Union Representative shall meet to determine the Transfer Unit for any agency (or office within an agency) not covered by this Section, in which Unity Team represented employees are employed.

ARTICLE 24

TECHNOLOGICAL & 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.

1. 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.
2. The State commits to provide training to current employees it requires to use new technologies.
3. If an overtime eligible employee is required to take training to learn new technologies necessary to retain their current position, the State shall compensate the employee for hours spent in that required training.

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

Section D. Whenever the State considers any type of privatization that will result in the lay-off of any permanent full-time bargaining unit employees, the State shall notify the union ninety (90) days in advance of taking such action.

ARTICLE 25

GENERAL

Section A. 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.

The relevant statutes are: I.C. 4-6-2-1.5; I.C. 4-15-11; I.C. 34-4-16.5; I.C. 34-4-16.6; I.C. 14-4 167

Section B. 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 the 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.

Section C. Effect of Settlement

This Settlement is entered into pursuant to the terms of Executive Order 03-35 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 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 03-35, this Settlement cannot, and shall not, be interpreted or construed as a collective bargaining agreement.

Section D. Term of Settlement

1. The terms of this Settlement shall become effective upon ratification by the Union and issuance by the Governor of an executive order so providing and will remain in effect until midnight, June 30, **2007** unless modified by executive order.
2. **Beginning on Monday, May 10, 2004 and ending no later than Friday, May 14, 2004, the parties agree to meet and negotiate in regard to wages and health care.**
3. Within fourteen (14) calendar days after the enactment and signing by the Governor of the **2005-2007** biennium budget, the parties agree to meet and begin negotiations in regard to wages and health care. Such negotiations must be concluded within twenty-one (21) calendar days after they are commenced.

Section E. Modification/Reopener

In the event Collective Bargaining Legislation takes effect during the term of this Settlement, the parties will, upon the demand of either party, begin negotiations under the provisions of the legislation. This Settlement shall remain in effect for the full term specified in Article 25, Section D unless modified by the parties based on said legislation.

Section F. 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 19 Section C, 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.

Section G. Nine Month Institutional Employees

Nine (9) month employees in an institution will be reinstated to a position in their classification, if available, at the conclusion of the scheduled three (3) month break. During the three (3) month break, the institution will offer temporary and intermittent positions, if available, at the appropriate rate of compensation for the work to be performed to qualified nine (9) month institutional employees before hiring from the outside. The current practice for continuation of insurance coverage during the three (3) month break, shall be maintained for the life of this Settlement. In addition, the State agrees to examine the feasibility of developing for employees, who do not have adequate accrued vacation, personal leave days or accrued compensatory time to ensure they remain in pay status for each pay period during the three (3) month break, the option of having the insurance premium deducted from their paycheck in advance. An institution refers to a State operated facility wherein students, patients or offenders are housed.

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.

ARTICLE 26

PRINTING OF SETTLEMENT

The State will provide a copy of this Settlement **and/or any Supplement** for each bargaining unit member within thirty (30) days following the execution of this Settlement. The State and the Union shall evenly split the cost of printing. Prior to final printing, the Union will be given a copy to review and approve for content and form. The final Settlement **and/or Supplement** will be printed by State employees and carry the Union Logo.

The undersigned hereby submit this Settlement to the Governor for his approval pursuant to the terms of Executive Order 03-35 and the authority provided therein. If approved by the Governor, the Settlement will be implemented by Executive Order.

APPENDIX A

CLASS TITLES –BARGAINING UNIT 1 LABOR, TRADES AND CRAFTS

CLASS CODE

CLASS TITLE

4CI1	ABATTOIR FOREMAN 1
4CI2	ABATTOIR FOREMAN 2
4FC1	AIRCRAFT MECHANIC
4HA3	APPRENTICE CARPENTER
4HB3	APPRENTICE ELECTRICIAN
4FB1	AUTOMOTIVE MECHANIC FOREMAN
4FB4	AUTOMOTIVE MECHANIC HELPER
4FB2	AUTOMOTIVE MECHANIC 2
4FB3	AUTOMOTIVE MECHANIC 3
4CD3	BAKER
4CG1	BAKERY FOREMAN 1
4DC2	BARBER
4DA2	BEAUTICIAN
4KC1	BOAT OPERATOR
4ID2	BRICK MASON
4ID1	BRICK MASON FOREMAN
4AA4	BUILDING CUSTODIAN 4
4AA5	BUILDING CUSTODIAN 5
4CE2	COLD STORAGE MANAGER
4CA2	COOK 2
4CA3	COOK 3
4CAT	COOK 3 TRAINEE
4CH1	CREAMERY FOREMAN 1
4KA4	DRIVER

4GA1	ELECTRONICS TECHNICIAN 1
4GA2	ELECTRONICS TECHNICIAN 2
4EA5	ELEVATOR OPERATOR
4FF1	EQUIPMENT ADVISOR
4FA2	EQUIPMENT MECHANIC 2
4FA3	EQUIPMENT MECHANIC 3
4FA4	EQUIPMENT MECHANIC 4
4KB2	EQUIPMENT OPERATOR 2
4KB3	EQUIPMENT OPERATOR 3
4EB3	EXTERMINATOR
4SA1	FARMER FOREMAN 1
4SA2	FARMER FOREMAN 2
4SB2	FLORIST 2
4SB3	FLORIST 3
4CB1	FOOD SERVICE LEADER 1
4CB3	FOOD SERVICE WORKER 3
4CB4	FOOD SERVICE WORKER 4
4CB5	FOOD SERVICE WORKER 5
4CF1	FRUITS/VEGETABLE PRODUCTION FOREMAN 1
4EC4	GAS HOUSE OPERATOR
4MA2	GROUNDS FOREMAN 2
4MA3	GROUNDS FOREMAN 3
4NB2	HIGHWAY INCIDENT TECHNICIAN 2
4NB3	HIGHWAY INCIDENT TECHNICIAN 3
4MB2	HIGHWAY MAINTENANCE WORKER 2
4MB3	HIGHWAY MAINTENANCE WORKER 3
4DB3	HOMEMAKER 3
4DB4	HOMEMAKER 4
4AB4	HOUSEKEEPER 4

4AB5	HOUSEKEEPER 5
4MC3	LABORER 3
4MC4	LABORER 4
4MC5	LABORER 5
4MCT	LABORER TRAINEE
4AE3	LAUNDRY ASSISTANT 3
4AE4	LAUNDRY ASSISTANT 4
4AF1	LAUNDRY FOREMAN 1
4AF2	LAUNDRY FOREMAN 2
4LA1	LEATHER SHOP FOREMAN
4GD3	LOCKSMITH
4FD1	MACHINIST 1
4FD2	MACHINIST 2
4HA2	MAINTENANCE CARPENTER
4HA1	MAINTENANCE CARPENTER FOREMAN
4HB2	MAINTENANCE ELECTRICIAN
4HB1	MAINTENANCE ELECTRICIAN FOREMAN
4IC1	MAINTENANCE FOREMAN 1
4IC2	MAINTENANCE FOREMAN 2
4HC2	MAINTENANCE PAINTER 2
4HC3	MAINTENANCE PAINTER 3
4HC1	MAINTENANCE PAINTER FOREMAN
4HD2	MAINTENANCE PLUMBER
4HD1	MAINTENANCE PLUMBER FOREMAN
4IA2	MAINTENANCE REPAIRPERSON 2
4IA3	MAINTENANCE REPAIRPERSON 3
4IA4	MAINTENANCE REPAIRPERSON 4
4FE1	MASTER MECHANIC
4CC3	MEAT CUTTER
4CJ1	MEAT FABRICATION FOREMAN 1

4JD2	MEDICAL WASTE OPERATOR 2
4LA3	NEEDLECRAFT FOREMAN
4LA4	NEEDLECRAFT WORKER
4AD4	PARKING GARAGE ATTENDANT 4
4HE1	PIPEFITTER FOREMAN 1
4QA1	PLANT FOREMAN 1
4QA2	PLANT FOREMAN 2
4HD3	PLUMBER HELPER
4LC3	PRINTER 3
4LC4	PRINTER ASSISTANT 4
4IG2	REFRIGERATION MECHANIC
4IG1	REFRIGERATION MECHANIC FOREMAN
4AC4	REST PARK ATTENDANT
4AG1	SANITATION FOREMAN 1
4CT1	SAUSAGE FOREMAN 1
4KA2	SEMI-TRUCK DRIVER
4LC2	SENIOR PRINTER
4JA1	SEWAGE DISPOSAL FOREMAN
4JA2	SEWAGE DISPOSAL OPERATOR 2
4JA3	SEWAGE DISPOSAL OPERATOR 3
4JB3	STEAM PLANT TENDER
4IF2	STEAM PLANT MECHANIC
4JB1	STEAM PLANT OPERATOR 1
4JB2	STEAM PLANT OPERATOR 2
4GB2	TELECOMMUNICATIONS INSTALLER
4KA3	TRUCK DRIVER
4NA1	WAREHOUSE FOREMAN 1
4JC1	WATER TREATMENT FOREMAN
4JC2	WATER TREATMENT OPERATOR 2
4JC3	WATER TREATMENT OPERATOR 3

4IB1
4IB2

WELDER FOREMAN
WELDER 2

APPENDIX B

CLASS TITLES-BARGAINING UNIT 2 ADMINISTRATIVE, TECHNICAL AND CLERICAL SUPPORT

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
3JA2	ACCOUNT CLERK 2
3JA3	ACCOUNT CLERK 3
3JA4	ACCOUNT CLERK 4
3JA5	ACCOUNT CLERK 5
3MB2	ADMINISTRATIVE SECRETARY 2
3HB3	ASSISTANT MEMORIAL MANAGER
3PB3	ASSISTANT PROPERTY MANAGER
3PE4	CANTEEN MANAGER
3RA3	CIRCULATION CLERK 3
3RA4	CIRCULATION CLERK 4
3RA2	CIRCULATION OFFICER
3EH3	CIVIL RIGHTS TECHNICIAN
3LD1	CLERICAL ASSISTANT 1
3LD2	CLERICAL ASSISTANT 2
3LD3	CLERICAL ASSISTANT 3
3LD4	CLERICAL ASSISTANT 4
3LD5	CLERICAL ASSISTANT 5
3LD6	CLERICAL ASSISTANT 6
3LDT	CLERICAL ASSISTANT TRAINEE
3MB5	CLERK TYPIST 5
3MB6	CLERK TYPIST 6
3OC5	COMMUNICATIONS CLERK 5
3OC4	COMMUNICATIONS OPERATOR 4

3QA3	COMPUTER OPERATOR 3
3QA4	COMPUTER OPERATOR 4
3QA5	COMPUTER OPERATOR 5
3ME3	COURT REPORTER
3QB4	DATA PROCESSING OPERATOR 4
3QB5	DATA PROCESSING OPERATOR 5
3AA2	DRAFTSMAN 2
3AA3	DRAFTSMAN 3
3AA4	DRAFTSMAN 4
3AB1	ENGINEERING ASSISTANT 1
3AB2	ENGINEERING ASSISTANT 2
3SD3	FINGERPRINT CLASSIFIER 3
3SDT	FINGERPRINT CLASSIFIER TRAINEE
3SD2	FINGERPRINT EXAMINER
3LE1	GRANTS TECHNICIAN

3MD3	HEARING STENOGRAPHER
3AB3	HIGHWAY ENGINEER ASSISTANT 3
3AB4	HIGHWAY ENGINEER ASSISTANT 4
3WB4	HIGHWAY MAINTENANCE CLERK
3SE2	IDENTIFICATION OFFICER 2
3SE3	IDENTIFICATION OFFICER 3
3BD5	LAB ASSISTANT 5
3BD2	LAB TECHNICIAN 2
3BD3	LAB TECHNICIAN 3
3BD4	LAB TECHNICIAN 4
3HA3	LIBRARY TECHNICIAN 3
3HA4	LIBRARY TECHNICIAN 4
3QC3	MAGNETIC TAPE LIBRARIAN 3
3QC4	MAGNETIC TAPE LIBRARIAN 4

3QC5	MAGNETIC TAPE LIBRARIAN 5
3SA4	MICROFILMER 4
3SA5	MICROFILMER 5
3SA6	MICROFILMER 6
3BC5	NATURAL RESOURCES ATTENDANT 5
3BC6	NATURAL RESOURCES ATTENDANT 6
3BA3	NATURALIST AIDE
3JB2	PENSION/BENEFIT SPECIALIST 2
3JB3	PENSION/BENEFIT SPECIALIST 3
3JB4	PENSION/BENEFIT SPECIALIST 4
3SB2	PHOTO-LAB TECHNICIAN 2
3SB3	PHOTO-LAB TECHNICIAN 3
3SB4	PHOTO-LAB TECHNICIAN 4
3SB5	PHOTO-LAB TECHNICIAN 5
3OD2	RADIO OPERATOR 2
3OD3	RADIO OPERATOR 3
3FD3	RECREATION AIDE 3
3FD5	RECREATION AIDE 5
3FD6	RECREATION AIDE 6
3MB3	SECRETARY 3
3MB4	SECRETARY 4
3AD2	STEREOPLOTTER
3PA2	STORES CLERK 2
3PA3	STORES CLERK 3
3PA4	STORES CLERK 4
3PA5	STORES CLERK 5
3PA6	STORES CLERK 6
3PC3	SURPLUS PROPERTY MANAGER
3OA4	SWITCHBOARD OPERATOR 4
3OA5	SWITCHBOARD OPERATOR 5

3QG4	TABULATING MACHINE CLERK 4
3QG5	TABULATING MACHINE OPERATOR 5
3OB2	TELECOMMUNICATIONS OPERATOR 2
3OB3	TELECOMMUNICATIONS OPERATOR 3
3LA3	TEST ADMINISTRATOR
3BB2	TIMBER TECHNICIAN
3JC3	TOLL ATTENDANT
3AC3	TRAFFIC COUNTER TECHNICIAN
3QF2	TYPESETTER SPECIALIST 2
3QF3	TYPESETTER 3
3QE2	WORD PROCESSOR SPECIALIST

APPENDIX C
CLASS TITLES-BARGAINING UNIT 3
REGULATORY, INSPECTION, AND LICENSURE NONPROFESSIONALS

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
3UA4	BARBER/BEAUTICIAN INSPECTOR
3UC2	COMMODITY INSPECTOR 2
3UC3	COMMODITY INSPECTOR 3
3UB1	DRIVER EXAMINER 1
3UB2	DRIVER EXAMINER 2
3KB2	FIELD INVESTIGATOR 2
3KB3	FIELD INVESTIGATOR 3
3KB4	FIELD INVESTIGATOR 4
3BE2	LIVESTOCK INSPECTOR
3BF1	MEAT INSPECTOR 1
3BF2	MEAT INSPECTOR 2
3BFT	MEAT INSPECTOR TRAINEE
3KA1	TAX EXAMINER 1
3KA2	TAX EXAMINER 2
3KA3	TAX EXAMINER 3
3KA4	TAX EXAMINER 4
3UE1	WEIGHTS AND MEASURES INSPECTOR 1
3UE2	WEIGHTS AND MEASURES INSPECTOR 2
3UE3	WEIGHTS AND MEASURES INSPECTOR 3
3UE4	WEIGHTS AND MEASURES INSPECTOR 4

**APPENDIX D
CLASS TITLES-BARGAINING UNIT 10
PUBLIC SAFETY, PROTECTIVE SERVICE WORKERS, AND
INSTITUTIONAL SECURITY EMPLOYEES**

CLASS CODE

CLASS TITLE

5CA0	AIRFIELD FIRE FIGHTER
5CB0	AIRFIELD FIRE FIGHTER TRAINER
5CF0	AIRFIELD SECURITY CHIEF
5CD0	AIRFIELD SECURITY OFFICER
5CE0	AIRFIELD SECURITY SERGEANT
5SA0	ARSON INVESTIGATOR
5AD0	CAPITOL SECURITY OFFICER
5LA2	CORRECTIONAL OFFICER
5AE3	FIRE FIGHTER
5RE0	MOTOR CARRIER INSPECTOR ADMNR
5RC0	MASTER MOTOR CARRIER INSPECTOR
5RA0	MOTOR CARRIER INSPECTOR
5RAT	MOTOR CARRIER INSPECTOR TRAINEE
5RD0	MOTOR CARRIER ZONE COORDINATOR
5AA3	PARK SECURITY OFFICER
5AB3	SECURITY OFFICER 3
5AB4	SECURITY OFFICER 4
5ABT	SECURITY OFFICER TRAINEE
5RB0	SENIOR MOTOR CARRIER INSPECTOR
5MA2	SPECIAL ATTENDANT
5MAT	SPECIAL ATTENDANT TRAINEE
5LF2	YOUTH SERVICES OFFICER

APPENDIX E

**SALARY SCHEDULE FOR EMPLOYEES REPRESENTED BY THE UNITY TEAM LOCAL 9212/UAW/AFT
2004**

Minimum and Maximum Biweekly and Annual Salaries by Job Category and Skill Level

(Annual Totals on Biweekly Pay Plan Reflect 260 Working Days)

Clerical, Office Machine Operators and Technicians (COMOT)		Class Codes 3AA1 - 3ZZ6					
Skill Level:		1	2	3	4	5	6
Minimum:	Biweekly	\$ 914	\$ 831	\$ 762	\$ 700	\$ 646	\$ 586
	Annual	\$23,764	\$21,606	\$19,812	\$18,200	\$16,796	\$15,236
Maximum:	Biweekly	\$ 1,281	\$ 1,171	\$ 1,052	\$ 968	\$ 887	\$ 799
	Annual	\$33,306	\$30,446	\$27,352	\$25,168	\$23,062	\$20,774

Labor, Trades and Crafts (LTC)		Class Codes 4AA1 - 4ZZ5				
Skill Level:		1	2	3	4	5
Minimum:	Biweekly	\$ 1,035	\$ 893	\$ 775	\$ 674	\$ 587

	Annual	\$26,910	\$23,218	\$20,150	\$17,524	\$15,262
Maximum:	Biweekly	\$ 1,284	\$ 1,141	\$ 994	\$ 872	\$ 756
	Annual	\$33,384	\$29,666	\$25,844	\$22,672	\$19,656

APPENDIX E continued

Protective Occupations-Law Enforcement (POLE)

Class Codes 5AA1 – 5BO4

Skill Level:		1	2	3	4
Minimum:	Biweekly	\$ 891	\$ 807	\$ 723	\$ 653
	Annual	\$23,166	\$20,982	\$18,798	\$16,978
Maximum:	Biweekly	\$ 1,308	\$ 1,186	\$ 1,069	\$ 956
	Annual	\$34,008	\$30,836	\$27,794	\$24,856

Protective Occupations-Law Enforcement – Arson (POLE – A)
5SC0

Class Codes 5SA0, 5SB0,

	<u>Minimum Biweekly</u>	<u>Maximum Biweekly</u>	<u>Minimum Annual</u>	<u>Maximum Annual</u>
Arson Investigator / 5SA0	\$963	\$1,382	\$25,038	\$35,932
Assistant Chief Arson Investigator / 5SB0	\$1,084	\$1,516	\$28,184	\$39,416
Chief Arson Investigator / 5SC0	\$1,207	\$1,696	\$31,382	\$44,096

Protective Occupations-Law Enforcement – Adjutant General (POLE – AG) Class Codes 5CA0, 5CB0, 5DC0, 5CE0, 5CF0

	<u>Minimum Biweekly</u>	<u>Maximum Biweekly</u>	<u>Minimum Biweekly</u>	<u>Maximum Biweekly</u>
Airfield Fire Fighter / 5CA0	\$ 979	\$1,331	\$25,454	\$34,606
Airfield Fire Fighter Trainer / 5CB0	\$1,135	\$1,464	\$29,510	\$38,064
Airfield Security Officer / 5DC0	\$ 767	\$1,138	\$19,942	\$29,588
Airfield Security Sergeant / 5CE0	\$ 857	\$1,264	\$22,282	\$32,864
Airfield Security Chief / 5CF0	\$ 947	\$1,395	\$24,622	\$36,270

APPENDIX E continued

**Motor Carrier Inspector – Pay Matrix
5RA0**

Class Code

1 year 2 years 3 years 4 years 5 years 6 years 7 years 8 years 9 years
 10 years

\$18,902	\$21,216	\$23,530	\$25,844	\$28,158	\$28,782	\$29,406	\$30,004	\$30,628
\$31,252								

Nothing in this Settlement 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.

Nothing in this Settlement 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 G

LABOR ARBITRATION RULES
between
THE STATE OF INDIANA
and
THE UNITY TEAM LOCAL 9212/UAW/AFT

1. Arbitration pursuant to these rules may be initiated by either party under the Settlement by providing written notice of its intent to arbitrate to the other party.
2. Without agreement of the parties, settlement interpretation cases, i.e. grievances not concerning disciplinary actions or layoffs shall be scheduled for arbitration in the order in which the requests were received by the State Personnel Department.
3. Once the arbitrator is appointed to hear a grievance, no additional grievances may be submitted to him/her without the consent of both parties and the arbitrator.
4. The parties shall mutually agree upon the location at which the arbitration will be held. If the parties cannot agree, the location shall be determined by the arbitrator.
5. No person shall serve as an arbitrator in any arbitration in which he/she has any financial or personal interest in the result of the arbitration.
6. Prior to the hearing, the parties shall meet and attempt to agree on the issue to be submitted to the arbitrator. The parties shall prepare and sign a joint statement setting forth this issue. If the parties cannot agree, each side shall prepare and present its interpretation of the issue to the arbitrator who shall then frame the issue to be resolved.
7. Prior to the hearing, the parties shall meet and agree to stipulations of fact regarding the grievance. The parties shall also fully disclose any evidence and witnesses to be introduced at the hearing. The stipulations shall be reduced to writing and signed by both parties.
8. Without consent of the opposing party, neither party shall seek to compel or invite the attendance of persons other than those with direct knowledge of the issue. The arbitrator shall have the power to require the separation of any witness(es) during the testimony of other witnesses. The parties and the arbitrator shall determine the propriety of the attendance of other persons.

9. The arbitrator shall require witnesses to testify under oath administered by an authorized person.
10. Exhibits offered by either party may be received in evidence by the arbitrator. The names and addresses of all witnesses and exhibits, in the order received, shall be made a part of the record.
11. Upon request of the parties, the arbitrator may vary the normal procedure by which the initiating party presents his/her claim, but he/she shall afford full and equal opportunity for all parties to present their arguments and evidence.
12. Any evidence introduced in the hearing must be made known and provided to the opposing party as soon as possible prior to the hearing. The parties may offer such evidence as they desire and shall produce such additional evidence as reasonably requested by the arbitrator. The arbitrator is authorized by law to subpoena witnesses and documents, but shall do so only at the request of the parties.
13. When either party requests the arbitrator to issue a subpoena, he/she shall notify the opposing party prior to issuance. The arbitrator will consider any and all objections before issuing the subpoena.
14. Strict conformance to legal rules of evidence shall not be necessary, but no flagrant violations of the rules will be allowed.
15. Once all evidence and testimony has been presented, the arbitrator shall declare the hearing closed.
16. The parties may agree to waive oral hearings and submit a grievance to the arbitrator on briefs only.
17. Unless the parties mutually agree otherwise, the arbitrator shall issue his/her award no more than thirty (30) days after the close of the hearing.
18. The award shall be in writing and signed by the arbitrator. The award shall include findings of fact, conclusion of law and order.
19. If the grievance is settled during the course of the arbitration, the arbitrator, upon request of the parties, may set forth the terms of the settlement in an award.
20. Unless otherwise specified in the Settlement, the expenses of witnesses shall be paid by the party producing such witnesses.

21. In accordance with I.C. 4-21.5, the hearing shall be tape recorded by the arbitrator. Transcripts will not normally be made. If a transcript of the hearing is requested, the cost shall be borne by the party making the request. The tape will be maintained by the arbitrator.
22. If the grievance is settled or postponed after a hearing date has been scheduled, the parties shall attempt to move the next pending grievance to that hearing date. If the parties are unable to do so, the hearing may be canceled. Any costs of cancellation shall be shared equally by the parties.
23. Unless requested by either party, pre and post hearing briefs shall not be used.
24. The parties will attempt to settle any issues not addressed in the Settlement or by these rules. In the event that a settlement cannot be reached, the dispute shall be settled in accordance with rules of the American Arbitration Association.
25. The record for review of the arbitrator's award consists of the findings of fact, the documents identified in I.C. 4-21.5-5-13, and a transcript prepared from the tape recording of the proceedings.
26. These rules may be modified by the agreement of the parties.