

PREVAILED	Roll Call No. _____
FAILED	Ayes _____
WITHDRAWN	Noes _____
RULED OUT OF ORDER	

# HOUSE MOTION \_\_\_\_\_

MR. SPEAKER:

I move that House Bill 1887 be amended to read as follows:

- 1 Page 2, line 35, after "IC 11-10-5;" begin a new line double block
- 2 indented and insert:
- 3 **"(B) IC 12-24-3;**
- 4 **(C) IC 16-33-3;"**.
- 5 Page 2, line 36, delete "(B)" and insert "**(D)**".
- 6 Page 2, line 37, delete "(C)" and insert "**(E)**".
- 7 Page 2, line 38, delete "(D)" and insert "**(F)**".
- 8 Page 5, line 4, delete "and".
- 9 Page 5, line 5, delete "other wage and wage related benefits,
- 10 including retirement".
- 11 Page 5, line 6, delete "and severance benefits;" and insert "**the**
- 12 **amount of the employer contribution made to each locally**
- 13 **established retirement plan; and**
- 14 **(3) the severance benefits;"**.
- 15 Page 5, run in lines 5 through 6.
- 16 Page 5, line 14, delete "and".
- 17 Page 5, line 15, delete "other wage and wage related benefits,
- 18 including retirement".
- 19 Page 5, line 16, delete "and severance benefits." and insert "**an**
- 20 **additional amount, payable to each teacher as salary, equal to the**
- 21 **total amount of employer contributions made to all locally**
- 22 **established retirement plans; and**
- 23 **(3) a severance benefit payable only to retiring teachers."**
- 24 Page 5, run in lines 15 through 16.

- 1 Page 5, line 17, delete "and benefits" and insert ", **the employer**  
 2 **contributions to locally established retirement plans on which the**  
 3 **additional salary payment is based, and the severance benefits**".
- 4 Page 5, line 37, strike "." and insert ";".
- 5 Page 5, line 38, delete "The" and insert "**the**".
- 6 Page 5, line 38, delete "and".
- 7 Page 5, delete line 39.
- 8 Page 5, line 40, delete "severance benefits," and insert "**the**  
 9 **employer contributions to locally established retirement plans on**  
 10 **which the additional salary payment is based, and the severance**  
 11 **benefits**".
- 12 Page 5, run in lines 38 and 40.
- 13 Page 6, line 2, after "(a)" insert "**The grievance procedure**  
 14 **established by this section applies to a teacher employed by the**  
 15 **department instead of the grievance procedure described in**  
 16 **IC 4-15-2-35.**
- 17 **(b)**".
- 18 Page 6, line 14, delete "immediate" and insert "**intermediate**".
- 19 Page 6, line 39, delete "respond".
- 20 Page 6, line 40, delete "to" and insert "**set a hearing date on**".
- 21 Page 6, line 42, delete "." and insert "**and shall render a decision**  
 22 **not more than thirty (30) days after the date of the hearing, unless**  
 23 **this period is extended by the written consent of all parties.**".
- 24 Page 7, line 8, delete "(b)" and insert "(c)".
- 25 Page 7, line 9, delete "(a)(11)" and insert "**(b)(11)**".
- 26 Page 7, line 16, delete "(c)" and insert "**(d)**".
- 27 Page 7, line 18, delete "association." and insert "**organization.**".
- 28 Page 7, line 19, delete "(d)" and insert "(e)".
- 29 Page 7, line 20, delete "(a), the teacher prevails." and insert "**(b), the**  
 30 **grievance proceeds to the next step of the procedure.**".
- 31 Page 7, line 21, delete "(e)" and insert "**(f)**".
- 32 Page 7, line 23, delete "(a)." and insert "**(b)**".
- 33 **(g) The decision of the arbitrator is a final order subject to**  
 34 **judicial review in accordance with IC 4-21.5-5.**
- 35 SECTION 5. IC 12-24-3-4 IS AMENDED TO READ AS  
 36 FOLLOWS [EFFECTIVE JULY 1, 2001]: Sec. 4. (a) Each year the  
 37 director shall set:
- 38 (1) a salary schedule;
- 39 (2) **an additional amount, payable to each teacher as salary,**  
 40 **equal to the total amount of employer contributions made to**  
 41 **all locally established retirement plans; and**
- 42 (3) **a severance benefit payable only to retiring teachers;**  
 43 for each of the educational systems established in a state institution as  
 44 provided in subsections (b) and (c).
- 45 (b) The director shall set:
- 46 (1) a salary schedule by using a daily rate of pay for each teacher;

1           **(2) an additional amount, payable to each teacher as salary,**  
 2           **equal to the total amount of employer contributions made to**  
 3           **all locally established retirement plans; and**

4           **(3) a severance benefit payable only to retiring teachers.**

5           ~~that equals the rate of pay~~ **The salary schedule, the employer**  
 6           **contributions to locally established retirement plans on which the**  
 7           **additional salary payment is based, and the severance benefits**  
 8           **prescribed under this subsection must equal those of the largest**  
 9           school corporation in the county in which the state institution is  
 10          located. If the school corporation in which the state institution is  
 11          located becomes the largest school corporation in the county in which  
 12          the state institution is located, ~~the daily rate of pay~~ **salary schedule,**  
 13          **the employer contributions to locally established retirement plans**  
 14          **on which the additional salary payment is based, and the severance**  
 15          **benefits prescribed under this subsection** for each teacher must equal  
 16          that of the school corporation in which the institution is located,  
 17          without regard to whether the school corporation in which the state  
 18          institution is located remains the largest school corporation in the  
 19          county.

20          (c) The salary schedule, **the additional salary payment, and the**  
 21          **severance benefits prescribed under subsection (b)** set by the  
 22          director is subject to the approval of the state personnel department and  
 23          the budget agency.

24          (d) The director shall prescribe the terms of the annual contract. The  
 25          prescribed annual contract shall be awarded to licensed teachers  
 26          qualified for payment under the salary schedule prescribed under this  
 27          section. The director shall advise the budget agency and the governor  
 28          of this action.

29          (e) Hours of work for all teachers shall be set in accordance with  
 30          IC 4-15-2.

31          SECTION 6. IC 12-24-3-4.5 IS ADDED TO THE INDIANA CODE  
 32          AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
 33          1, 2001]: **Sec. 4.5. (a) The grievance procedure established by this**  
 34          **section applies to a teacher employed by the department instead of**  
 35          **the grievance procedure described in IC 4-15-2-35.**

36          **(b) If a teacher who is employed by the department wishes to file**  
 37          **a grievance concerning an action taken by the teacher's employer,**  
 38          **the grievance must be filed according to the following procedure:**

39                 **(1) The teacher may file a grievance with the teacher's**  
 40                 **immediate supervisor not more than thirty (30) days after the**  
 41                 **aggrieved action occurs.**

42                 **(2) The supervisor shall respond to a grievance filed under**  
 43                 **subdivision (1) not more than two (2) working days after the**  
 44                 **supervisor receives the grievance.**

45                 **(3) If the teacher is dissatisfied with the response under**  
 46                 **subdivision (2), the teacher may file a written grievance with**  
 47                 **the teacher's intermediate supervisor.**

- 1           **(4) The supervisor shall respond to a written grievance filed**  
 2           **under subdivision (3) not more than four (4) working days**  
 3           **after the supervisor receives the written grievance.**  
 4           **(5) If the teacher is dissatisfied with the response under**  
 5           **subdivision (4), the teacher may file a written grievance with**  
 6           **the superintendent of the institution in which the teacher is**  
 7           **employed.**  
 8           **(6) The superintendent shall respond to a written grievance**  
 9           **filed under subdivision (5) not more than ten (10) days after**  
 10           **the superintendent receives the written grievance.**  
 11           **(7) If the teacher is dissatisfied with the response under**  
 12           **subdivision (6), the teacher may file a written grievance with**  
 13           **the state personnel director appointed under IC 4-15-1.8-3 not**  
 14           **more than fifteen (15) days after the teacher receives the**  
 15           **response under subdivision (6).**  
 16           **(8) The state personnel director shall respond to a written**  
 17           **grievance filed under subdivision (7) not more than fifteen**  
 18           **(15) days after the state personnel director receives the**  
 19           **written grievance.**  
 20           **(9) If the teacher is dissatisfied with the response under**  
 21           **subdivision (8), the teacher may file a written grievance with**  
 22           **the state employees' appeals commission under 33 IAC 1 not**  
 23           **more than fifteen (15) days after the teacher receives the**  
 24           **response under subdivision (8).**  
 25           **(10) The state employees' appeals commission shall set a**  
 26           **hearing date on the written grievance filed under subdivision**  
 27           **(9) not more than thirty (30) days after the state employees'**  
 28           **appeals commission receives the written grievance and shall**  
 29           **render a decision not more than thirty (30) days after the date**  
 30           **of the hearing, unless this period is extended by the written**  
 31           **consent of all parties.**  
 32           **(11) If the teacher is dissatisfied with the response under**  
 33           **subdivision (10), the teacher may submit the grievance to**  
 34           **arbitration not more than fifteen (15) days after the teacher**  
 35           **receives the response under subdivision (10).**  
 36           **(12) The arbitrator to which the grievance is submitted under**  
 37           **subdivision (11) shall hold a hearing and shall render a**  
 38           **decision not more than thirty (30) days after the hearing.**  
 39           **(c) An arbitrator to which a grievance is submitted under**  
 40           **subsection (b)(11) must be selected from:**  
 41               **(1) the American Arbitration Association; or**  
 42               **(2) the Federal Mediation and Conciliation Service if an**  
 43               **arbitrator is not available from the American Arbitration**  
 44               **Association;**  
 45           **according to selection procedures established by the arbitrator's**  
 46           **association or service.**  
 47           **(d) Costs of arbitration under this section shall be shared**

1 equally by the employer and the teacher or the teacher's  
2 organization.

3 (e) If the employer does not comply with the timelines set forth  
4 under subsection (b), the grievance proceeds to the next step of the  
5 procedure.

6 (f) A teacher who files a grievance under this section may choose  
7 a representative to represent the teacher in the grievance process  
8 under subsection (b).

9 (g) The decision of the arbitrator is a final order subject to  
10 judicial review in accordance with IC 4-21.5-5.

11 SECTION 7. IC 16-33-3-5.5 IS ADDED TO THE INDIANA CODE  
12 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
13 1, 2001]: **Sec. 5.5. (a) This section applies to teachers employed by  
14 the center to provide the training or retraining allowed at the  
15 center under section 5 of this chapter.**

16 (b) The director of the center shall prescribe for the center,  
17 subject to the approval of the state personnel department and the  
18 budget agency:

- 19 (1) a salary schedule, using a daily rate of pay for each  
20 teacher;
- 21 (2) an additional amount, payable to each teacher as salary,  
22 equal to the total amount of employer contributions made to  
23 all locally established retirement plans; and
- 24 (3) a severance benefit payable only to retiring teachers.

25 The salary schedule, the employer contributions to locally  
26 established retirement plans on which the additional salary  
27 payment is based, and the severance benefits prescribed under this  
28 subsection must be equal to those of the largest school corporation  
29 in the county in which the center is located.

30 (c) The director of the center shall prescribe the terms of the  
31 annual contract awarded to licensed teachers qualifying for  
32 payment under the salary schedule referred to in subsection (b).

33 (d) The hours of work for all teachers shall be set in accordance  
34 with IC 4-15-2.

35 SECTION 8. IC 16-33-3-5.7 IS ADDED TO THE INDIANA CODE  
36 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
37 1, 2001]: **Sec. 5.7. (a) The grievance procedure established by this  
38 section applies to a teacher employed by the center instead of the  
39 grievance procedure described in IC 4-15-2-35.**

40 (b) If a teacher who is employed by the center wishes to file a  
41 grievance concerning an action taken by the teacher's employer,  
42 the grievance must be filed according to the following procedure:

- 43 (1) The teacher may file a grievance with the teacher's  
44 immediate supervisor not more than thirty (30) days after the  
45 aggrieved action occurs.
- 46 (2) The supervisor shall respond to a grievance filed under  
47 subdivision (1) not more than two (2) working days after the

- 1 supervisor receives the grievance.
- 2 (3) If the teacher is dissatisfied with the response under  
3 subdivision (2), the teacher may file a written grievance with  
4 the teacher's intermediate supervisor.
- 5 (4) The supervisor shall respond to a written grievance filed  
6 under subdivision (3) not more than four (4) working days  
7 after the supervisor receives the written grievance.
- 8 (5) If the teacher is dissatisfied with the response under  
9 subdivision (4), the teacher may file a written grievance with  
10 the superintendent of the institution in which the teacher is  
11 employed.
- 12 (6) The superintendent shall respond to a written grievance  
13 filed under subdivision (5) not more than ten (10) days after  
14 the superintendent receives the written grievance.
- 15 (7) If the teacher is dissatisfied with the response under  
16 subdivision (6), the teacher may file a written grievance with  
17 the state personnel director appointed under IC 4-15-1.8-3 not  
18 more than fifteen (15) days after the teacher receives the  
19 response under subdivision (6).
- 20 (8) The state personnel director shall respond to a written  
21 grievance filed under subdivision (7) not more than fifteen  
22 (15) days after the state personnel director receives the  
23 written grievance.
- 24 (9) If the teacher is dissatisfied with the response under  
25 subdivision (8), the teacher may file a written grievance with  
26 the state employees' appeals commission under 33 IAC 1 not  
27 more than fifteen (15) days after the teacher receives the  
28 response under subdivision (8).
- 29 (10) The state employees' appeals commission shall set a  
30 hearing date on the written grievance filed under subdivision  
31 (9) not more than thirty (30) days after the state employees'  
32 appeals commission receives the written grievance and shall  
33 render a decision not more than thirty (30) days after the date  
34 of the hearing, unless this period is extended by the written  
35 consent of all parties.
- 36 (11) If the teacher is dissatisfied with the response under  
37 subdivision (10), the teacher may submit the grievance to  
38 arbitration not more than fifteen (15) days after the teacher  
39 receives the response under subdivision (10).
- 40 (12) The arbitrator to which the grievance is submitted under  
41 subdivision (11) shall hold a hearing and shall render a  
42 decision not more than thirty (30) days after the hearing.
- 43 (c) An arbitrator to which a grievance is submitted under  
44 subsection (b)(11) must be selected from:
- 45 (1) the American Arbitration Association; or  
46 (2) the Federal Mediation and Conciliation Service if an  
47 arbitrator is not available from the American Arbitration

- 1           **Association;**  
2           **according to selection procedures established by the arbitrator's**  
3           **association or service.**
- 4           **(d) Costs of arbitration under this section shall be shared**  
5           **equally by the employer and the teacher or the teacher's**  
6           **organization.**
- 7           **(e) If the employer does not comply with the timelines set forth**  
8           **under subsection (b), the grievance proceeds to the next step of the**  
9           **procedure.**
- 10          **(f) A teacher who files a grievance under this section may choose**  
11          **a representative to represent the teacher in the grievance process**  
12          **under subsection (b).**
- 13          **(g) The decision of the arbitrator is a final order subject to**  
14          **judicial review in accordance with IC 4-21.5-5."**
- 15                Page 7, line 33, delete "and".
- 16                Page 7, line 34, delete "other wage and wage related benefits,
- 17                including retirement".
- 18                Page 7, line 35, delete "and severance benefits." and insert "**an**
- 19                **additional amount, payable to each teacher as salary, equal to the**
- 20                **total amount of employer contributions made to all locally**
- 21                **established retirement plans; and**
- 22                **(3) a severance benefit payable only to retiring teachers."**
- 23                Page 7, run in lines 34 through 35.
- 24                Page 7, line 36, delete "and benefits" and insert "**, the employer**
- 25                **contributions to locally established retirement plans on which the**
- 26                **additional salary payment is based, and the severance benefits"**.
- 27                Page 8, line 6, delete "." and insert "**instead of the grievance**
- 28                **procedure described in IC 4-15-2-35."**
- 29                Page 8, line 18, delete "immediate" and insert "**intermediate"**.
- 30                Page 8, line 42, delete "respond".
- 31                Page 9, line 1, delete "to" and insert "**set a hearing date on"**.
- 32                Page 9, line 3, delete "." and insert "**and shall render a decision**
- 33                **not more than thirty (30) days after the date of the hearing, unless**
- 34                **this period is extended by the written consent of all parties."**
- 35                Page 9, line 20, delete "association." and insert "**organization."**
- 36                Page 9, line 22, delete "the teacher prevails." and insert "**the**
- 37                **grievance proceeds to the next step of the procedure."**
- 38                Page 9, between lines 25 and 26, begin a new paragraph and insert:
- 39                **"(g) The decision of the arbitrator is a final order subject to**
- 40                **judicial review in accordance with IC 4-21.5-5."**
- 41                Page 9, line 32, delete "and".
- 42                Page 9, line 33, delete "other wage and wage related benefits,
- 43                including retirement".
- 44                Page 9, line 34, delete "and severance benefits." and insert "**an**
- 45                **additional amount, payable to each teacher as salary, equal to the**
- 46                **total amount of employer contributions made to all locally**

- 1 established retirement plans; and  
 2 **(3) a severance benefit payable only to retiring teachers."**  
 3 Page 9, run in lines 33 through 34.  
 4 Page 9, line 35, delete "and benefits" and insert ", the employer  
 5 **contributions to locally established retirement plans on which the**  
 6 **additional salary payment is based, and the severance benefits"**.  
 7 Page 10, line 3, after "(a)" insert "**The grievance procedure**  
 8 **established by this section applies to a teacher employed by the**  
 9 **school instead of the grievance procedure described in**  
 10 **IC 4-15-2-35.**  
 11 **(b)"**.  
 12 Page 10, line 14, delete "immediate" and insert "**intermediate**".  
 13 Page 10, line 38, delete "respond".  
 14 Page 10, line 39, delete "to" and insert "**set a hearing date on**".  
 15 Page 10, line 41, delete "." and insert "**and shall render a decision**  
 16 **not more than thirty (30) days after the date of the hearing, unless**  
 17 **this period is extended by the written consent of all parties."**  
 18 Page 11, line 7, delete "(b)" and insert "**(c)**".  
 19 Page 11, line 8, delete "(a)(11)" and insert "**(b)(11)**".  
 20 Page 11, line 15, delete "(c)" and insert "**(d)**".  
 21 Page 11, line 16, delete "association." and insert "**organization.**".  
 22 Page 11, line 17, delete "(d)" and insert "**(e)**".  
 23 Page 11, line 18, delete "(a), the teacher prevails." and insert "**(b),**  
 24 **the grievance proceeds to the next step of the procedure."**  
 25 Page 11, line 19, delete "(e)" and insert "**(f)**".  
 26 Page 11, line 21, delete "(a)." and insert "**(b)**".  
 27 **(g) The decision of the arbitrator is a final order subject to**  
 28 **judicial review in accordance with IC 4-21.5-5."**  
 29 Page 11, line 28, delete "and".  
 30 Page 11, line 29, delete "other wage and wage related benefits,  
 31 including retirement".  
 32 Page 11, line 30, delete "and severance benefits." and insert "**an**  
 33 **additional amount, payable to each teacher as salary, equal to the**  
 34 **total amount of employer contributions made to all locally**  
 35 **established retirement plans; and**  
 36 **(3) a severance benefit payable only to retiring teachers."**  
 37 Page 11, run in lines 29 through 30.  
 38 Page 11, line 31, delete "and benefits" and insert ", the employer  
 39 **contributions to locally established retirement plans on which the**  
 40 **additional salary payment is based, and the severance benefits"**.  
 41 Page 11, line 41, after "(a)" insert "**The grievance procedure**  
 42 **established by this section applies to a teacher employed by the**  
 43 **school instead of the grievance procedure described in**  
 44 **IC 4-15-2-35.**  
 45 **(b)"**.  
 46 Page 12, line 10, delete "immediate" and insert "**intermediate**".



- 1 Page 12, line 34, delete "respond".
- 2 Page 12, line 35, delete "to" and insert "**set a hearing on**".
- 3 Page 12, line 37, delete "." and insert "**and shall render a decision**
- 4 **not more than thirty (30) days after the date of the hearing, unless**
- 5 **this period is extended by the written consent of all parties.**".
- 6 Page 13, line 3, delete "(b)" and insert "(c)".
- 7 Page 13, line 4, delete "(a)(11)" and insert "(b)(11)".
- 8 Page 13, line 11, delete "(c)" and insert "(d)".
- 9 Page 13, line 12, delete "association." and insert "**organization.**".
- 10 Page 13, line 13, delete "(d)" and insert "(e)".
- 11 Page 13, line 14, delete "(a), the teacher prevails." and insert "(b),
- 12 **the grievance proceeds to the next step of the procedure.**".
- 13 Page 13, line 15, delete "(e)" and insert "(f)".
- 14 Page 13, line 17, delete "(a)." and insert "(b).
- 15 **(g) The decision of the arbitrator is a final order subject to**
- 16 **judicial review in accordance with IC 4-21.5-5.**".
- 17 Renumber all SECTIONS consecutively.  
(Reference is to HB 1887 as printed February 22, 2001.)

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Representative Pelath