



Legislative Fiscal Bureau

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Joint Committee on Finance

Paper #607

Collective Bargaining Rights for University of Wisconsin System Faculty and Academic Staff (OSER)

[LFB 2009-11 Budget Summary: Page 494, #5]

CURRENT LAW

Faculty and academic staff of the University of Wisconsin System (UW System) are unclassified state civil service employees and do not have collective bargaining rights. Under current law, "faculty" in the UW System is defined in statute as persons who hold the rank of professor, associate professor, assistant professor or instructor in an academic department or its functional equivalent in an institution, and such academic staff as may be designated by the chancellor and faculty of the institution. "Academic staff" is defined as professional and administrative personnel with duties, and subject to types of appointments, that are primarily associated with higher education institutions or their administration, but does not include faculty, or Board of Regents staff.

The Director of the Office of State Employment Relations (OSER), after receiving recommendations from the Board of Regents, is required to submit to the Joint Committee on Employment Relations (JCOER) a proposal for adjusting compensation and employee benefits for UW System faculty and academic staff. The proposal must be based upon the competitive ability of the Board of Regents to recruit and retain qualified faculty and academic staff, data collected as to rates of pay for comparable work in other public services, universities and commercial and industrial establishments, recommendations of the Board of Regents and any special studies carried on as to the need for any changes in compensation and employee benefits to cover each year of the biennium. The proposal is also required to take proper account of prevailing pay rates, costs and standards of living and the state's employment policies. The proposal for such pay adjustments may contain recommendations for across-the-board pay adjustments, merit or other adjustments and employee benefit improvements.

Collective bargaining for represented state employees, under current law, is governed by Subchapter V of Chapter 111 [Employment Relations] of the Wisconsin Statutes, the State Employment Labor Relations Act (SELRA)

GOVERNOR

Create Subchapter VI of Chapter 111 and provide faculty and academic staff of the UW System with the right to collectively bargain over wages, hours, and conditions of employment. Provide that the Board of Regents would negotiate and administer collective bargaining agreements for UW faculty and academic staff. Require the Board of Regents to establish a collective bargaining capacity and represent the state in its responsibility as an employer, and to coordinate its actions with the Director of OSER. To coordinate the employer position in the negotiation of agreements, require the Board of Regents to maintain close liaison with OSER relative to the negotiation of agreements and the fiscal ramifications of those agreements. The legislative branch would be required to act upon those portions of tentative agreements negotiated by the Board of Regents that require legislative action. With respect to labor proposals, require the Board of Regents to notify and consult with the Joint Committee on Employment Relations (JCOER), in such form and detail as JCOER requests, regarding substantial changes in wages, employee benefits, personnel management, and program policy contract provisions to be included in any contract proposal to be offered to any labor organization by the state, or to be agreed to by the state, before such proposal is actually offered or accepted.

A complete description of the Governor's provisions relating to UW System faculty and academic staff collective bargaining under Assembly Bill 75 is attached.

DISCUSSION POINTS

Background

1. According to a brief summary of the *2006 Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education* prepared by Hunter College (City University of New York system), 318,504 faculty members in the United States are represented by 575 collective bargaining units. Collective bargaining for faculty is authorized at 491 institutions and 1,125 campuses. More than half of organized faculty members have full-time status and 94% are employed in public institutions. While represented faculty are located in a total of 31 states, a majority are located in California, New Jersey, and New York.

2. There are 6,623 FTE UW System faculty and 13,081 FTE academic staff authorized in 2008-09 that could be subject to the collective bargaining provisions. Table 1 shows the faculty and academic staff FTE count for each UW System institution.

TABLE 1

**University of Wisconsin System
FTE Positions by Institution
2008-09**

<u>Institution</u>	<u>Faculty</u>	<u>Academic Staff</u>	<u>Total</u>
Eau Claire	412	295	707
Green Bay	187	226	413
La Crosse	325	303	628
Madison	2,107	7,811	9,917
Milwaukee	867	1,223	2,090
Oshkosh	394	484	878
Parkside	134	209	343
Platteville	260	260	520
River Falls	238	152	389
Stevens Point	350	340	690
Stout	302	332	635
Superior	114	134	249
UW Colleges	309	409	718
UW Extension	281	593	874
Whitewater	<u>342</u>	<u>310</u>	<u>652</u>
Total	6,623	13,081	19,704

3. As noted above, under current law, collective bargaining for state employees is governed by the State Employment Labor Relations Act (SELRA). Under the bill, the UW collective bargaining provisions would be similar, but not identical, to SELRA. Like SELRA, the bill's provisions define key terms, set out the duties of the state, authorizes collective bargaining units, provides for representatives and elections, specifies unfair labor practices, and provides for fair-share and maintenance of membership agreements, grievance arbitration, mediation, and fact-finding. Finally, as under SELRA, strikes would be prohibited, management rights and subjects of bargaining are specified, and a process for approving labor proposals is provided for. [Some of the differences between SELRA and the bill's provisions are discussed at the end of the attached description of the Governor's provisions.]

4. The AB 75 provisions are clearly modeled on SELRA. Nearly all of the procedural requirements for representation and elections, fair-share and maintenance of membership agreements, dispute resolution, and the parameters for bargaining are generally identical to SELRA. Arguably, the UW collective bargaining provisions should conform to SELRA as much as possible to maintain consistent and equitable policies for represented state employees.

5. UW collective bargaining has been legislatively proposed many times over the years. Most recently, in the 2007 session, the proposal was advanced in the Governor's 2007-09 biennial budget bill (2007 Senate Bill 40). It was removed from the bill as a policy item, but was

included, with some modifications, in the Senate's version of the bill. The provision was deleted by the Conference Committee. In addition, UW collective bargaining was introduced as 2007 Senate Bill 353 and 2007 Assembly Bill 726. Both bills failed to pass.

6. Testimony favoring the provision of UW collective bargaining generally focused on the desirability of providing university faculty and academic staff with the right to decide whether to participate in collective bargaining, the potential economic benefits for employees, and the potential positive effect on the UW System. Concerns about UW collective bargaining generally focused on its potential effect on university governance and opposition to specific provisions in the legislation.

7. By statute, the faculty of each institution in the UW System, subject to the responsibilities and powers of the Board of Regents, the president and the chancellor of each institution, is vested with responsibility for the immediate governance of the institution and is required to actively participate in institutional policy development. As such, the faculty is provided the primary responsibility for academic and educational activities and faculty personnel matters. The faculty of each institution have the right to determine their own faculty organizational structure and to select representatives to participate in institutional governance.

The academic staff members of each institution, subject to the responsibilities and powers of the Board of Regents, the president and the chancellor and faculty of each institution, must be active participants in the immediate governance of and policy development for the institution. The academic staff members have the primary responsibility for the formulation and review, and must be represented in the development, of all policies and procedures concerning academic staff members, including academic staff personnel matters. The academic staff members of each institution have the right to organize themselves in a manner they determine and to select their representatives to participate in institutional governance.

These governance provisions underlie a long history of institutional development and the evolution of a culture of complex shared authority within the university community. While collective bargaining specifically focuses only on salaries, fringe benefits, and hours and conditions of employment, these are issues that can bear on the governance structure of the University.

For example, the authority and responsibilities of the faculty at UW-Madison include, in part: (a) rules and procedures for recruitment, appointment, and review of performance of members of the faculty; (b) provision of a standing faculty committee charged with hearing dismissal cases; (c) provision for a hearing committee to consider layoff and termination under a financial emergency; (d) adoption of rules and procedures to deal with allegations of misconduct or violation of university rules or policies on the part of the faculty; (e) designation of a committee or other appropriate faculty body and development of rules and procedures to hear grievances of the faculty; and (f) adoption of rules and procedures to govern the performance by a faculty member of activities of an extensive, recurring, or continuing nature outside his/her institutional responsibilities.

The issues overseen under this authority (recruitment, appointment, review of performance, dismissal, layoff and termination, allegations of misconduct, and grievances), are issues that fall within the purview of collective bargaining. Therefore, while it cannot be clearly characterized at this time, it is likely that the implementation of faculty and academic staff collective bargaining would affect some current governance practices.

8. Historically, some affected parties have also expressed opposition to specific provisions included in the legislative proposals. Generally, the most important points of contention relate to the number of collective bargaining units that would be authorized and the degree to which units could combine. These concerns have again been raised with respect to the provisions of AB 75.

Number of Bargaining Units

9. With respect to the number of collective bargaining units authorized under AB 75, the bill's provision requires clarification. The Legislative Fiscal Bureau summarized the provision as follows:

- Provide that collective bargaining units for faculty in the unclassified service of the state would be structured with 15 separate collective bargaining units: (a) 13 collective bargaining units for faculty at each UW System campus (Madison, Milwaukee, Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior, and Whitewater); (b) one collective bargaining unit for faculty of UW Extension; and (c) one collective bargaining unit for faculty of UW Colleges.

- Similarly, provide that collective bargaining units for academic staff in the unclassified service of the state would be structured with 15 separate collective bargaining units: (a) 13 collective bargaining units for academic staff at each UW System campus (Madison, Milwaukee, Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior, and Whitewater); (b) one collective bargaining unit for academic staff of UW Extension; and (c) one collective bargaining unit for academic staff of UW Colleges.

This would provide for a total of up to 30 collective bargaining units, although provisions relating to the combining of units (discussed below) would likely reduce this number.

10. However, as drafted, the language has also been interpreted as providing up to six units, as follows:

- One faculty unit for the UW-Madison campus;
- One faculty unit for the UW-Milwaukee campus;
- One faculty unit for the remaining UW System campuses (including UW-Extension and University of Wisconsin Colleges);

- One academic staff unit for the UW-Madison campus;
- One academic staff unit for the UW-Milwaukee campus; and
- One academic staff unit for the remaining UW System campuses (including UW-Extension and University of Wisconsin Colleges).

11. DOA budget officials indicate that six collective bargaining units, as specified here, was the Governor's intent. If the Committee adopts the Governor's intent on this provision or, alternatively, if the Committee wants to authorize up to 30 collective bargaining units, it will need to clarify the language in the bill.

12. Arguments have been made that faculty and academic staff at the comprehensive campuses should have the right to form separate collective bargaining units. Proponents indicate that under the Governor's approach, where one unit would represent all the comprehensive campuses, UW-Extension, and UW Colleges, it is likely that the larger campuses would dictate the outcomes of bargaining. They would prefer that faculty and academic staff be free to form collective bargaining units at each campus, similar to how Wisconsin Technical College System (WTCS) staff can bargain by campus, or K-12 teachers bargain with each school district. [It should be noted, however, that WTCS and school district collective bargaining is governed under the Municipal Employment Relations Act (MERA), which is entirely separate from state employment relations under SELRA.]

13. However, administration officials argue that both the Board of Regents and OSER recognize, under current employment relations practices, that UW-Madison has a labor market based on their designated peer institutions around the country. Similarly, UW-Milwaukee has a separate set of peer institutions in other states, as do the comprehensive campuses (as a group). Therefore, the two doctoral campuses and the comprehensive campuses (as a group) are viewed as having separate educational missions and labor markets.

OSER officials raise the concern that, if up to 26 separate collective bargaining units are authorized for the comprehensive campuses, UW-Extension, and UW Colleges, it may lead to each campus taking varying bargaining positions, even though these institutions have very similar missions and labor markets. Similarly, different unions could be elected and certified at different campuses, which could lead to wage and language differences in the agreements. Arguably, this would present a significant administrative burden for the Board of Regents.

In contrast, under SELRA, bargaining wage and language provisions for approximately 4,800 FTE professional employees with the same classes/titles across 20 agencies statewide is carried out with one collective bargaining unit (Wisconsin Professional Employees Council). [Because the employees in this bargaining unit occupy professional positions, the unit may be viewed as being analogous to a UW academic staff bargaining unit.] OSER argues that, if it had to negotiate 20 separate agreements with profession employees working at 20 different state agencies, it would be cumbersome to manage and difficult to maintain uniformity and equity in the agreements.

14. The Committee needs to clarify the AB 75 provision regarding the number of collective bargaining units that would be authorized for UW collective bargaining. Options to make this clarification are provided under Alternative 1a and 1b.

Combining Bargaining Units

15. Another concern is the issue of how collective bargaining units combine. The bill would provide that: (a) two or more faculty collective bargaining units may be combined into a single unit; and (b) two or more academic staff collective bargaining units may be combined into a single unit. However, a faculty unit and an academic staff unit would not be permitted to combine.

In testimony on the provision, some affected parties believe that faculty and academic staff units should be allowed to combine. For example, academic staff representatives argue that faculty and academic staff collective bargaining units should be allowed to combine, based on the view that faculty and academic staff are partners in providing post-secondary educational services. Representatives also indicate that separate collective bargaining units would decouple the traditional equivalent treatment of faculty and academic staff with respect to compensation increases and employee benefits. The Committee could modify the bill to allow the combination of faculty and academic staff collective bargaining units. [Alternative 2]

16. However, administration officials indicate that there are legitimate reasons to maintain separate bargaining units for faculty and academic staff and having separate units does not disadvantage academic staff in the areas of compensation and employee benefits. Under SELRA, it is legislative intent that, in order to foster meaningful collective bargaining, units must be structured in such a way as to avoid excessive fragmentation whenever possible. Further, collective bargaining units for employees in the classified service of the state, with limited exceptions, are structured on a statewide basis with one collective bargaining unit for 19 specific occupational groups. Therefore, collective bargaining units are generally authorized on the basis of the occupational community of interest.

The rationale for separating faculty and academic staff bargaining units is that the faculty and academic staff occupy positions that are in distinct labor markets with different wage and tenure provisions. OSER officials argue that it would be difficult to bargain a single contract that covered the wage and language provisions for two such different groups. Based on these arguments, the Committee may want to maintain separate faculty and academic staff bargaining units.

17. The provision in AB 75 relating to combining collective bargaining units appears reasonable, if the number of collective bargaining units that would be authorized under the bill is established at up to 30 units. However, if the Committee determines that six bargaining units are the appropriate number to be authorized, and that faculty and academic staff units should not be combined, then the provision relating to combining bargaining units could be deleted. [Alternative 3] However, deleting this provision would preclude the ability to combine, for example, the academic staff bargaining units of the UW-Madison and UW-Milwaukee.

Fiscal Effect

18. The bill would authorize the Board of Regents to negotiate and administer collective bargaining agreements for UW faculty and academic staff. The Board would be required to establish a collective bargaining capacity, represent the state in its responsibility as an employer, and to coordinate its actions with the Director of OSER. Further, the Board would be required to cooperate with unit elections, develop management positions on issues subject to bargaining within the budget parameters of the state, conduct contract negotiations, and administer the collective bargaining agreements, including dispute resolution procedures throughout the UW System. Initially, resources would need to be devoted to preparing for unit elections and the negotiation of the contracts. System officials also indicate that training would be required for supervisory and administrative personnel and policies and procedures relating to contract administration, including grievance procedures, would need to be developed.

19. These major additional responsibilities would have a fiscal effect for the UW System. However, the bill provides no funding or additional positions to the UW System for this purpose. In fiscal notes prepared for the 2007 session bills relating to UW collective bargaining (AB 726 and SB 353), UW System officials indicated that up to \$2.2 million and 38.0 positions annually would be required for this work, assuming 30 separate collective bargaining units were organized. Although the need for positions and funding for this purpose was not discussed at the UW System's budget briefing before the Committee, in recent material submitted by the UW System relating to the AB 75 provisions, officials now indicate that \$2.2 million and 32.0 FTE positions annually may be required for this work. The estimate assumes six collective bargaining units (plus a statewide unit for academic staff supervisors, which the bill would also authorize). The \$2.2 million would be comprised of approximately \$1.5 million GPR and \$0.7 million PR.

The \$2.2 million figure was based on salary and fringe benefit costs associated with the 32.0 positions. Table 2 details this cost calculation.

TABLE 2

**UW System
Projected Salary and Fringe Benefits Costs**

<u>Position Title</u>	<u>Number of FTE</u>	<u>Per FTE Cost</u>	<u>Total Cost</u>
Human Resources Manager	15.0	\$70,200	\$1,053,000
Employment Relations Program Coordinator	4.0	98,200	392,800
Budget Planner	1.0	77,200	77,200
IS Senior Professional Confidential	1.0	74,400	74,400
Legal Counsel	1.0	119,300	119,300
Human Resources Assistant	<u>10.0</u>	47,700	<u>477,000</u>
Total	32.0		\$2,193,700

20. An alternative approach to assessing the potential need for UW staffing is to assess

OSER's staffing ratios for the performance of its functions relating to collective bargaining under SELRA. Represented state employees currently total 35,769 FTE, organized into 19 collective bargaining units. OSER allocates approximately: (a) 6.0 FTE labor relations staff for bargaining purposes [a ratio of 1.0 FTE staff to 5,962 represented FTEs]; (b) 5.0 FTE compensation staff for contract costing purposes [a ratio of 1.0 FTE staff to 7,154 represented FTEs]; and (c) 23.0 FTE labor relations staff for contract administration [a ratio of 1.0 FTE staff to 1,555 represented FTEs]. The 23.0 labor relations staff for administration include 6.0 FTE positions in OSER and 17.0 FTE positions employed in various state agencies. The total staffing identified here (34.0 FTE) provides a ratio of 1.8 FTE positions for each collective bargaining unit.

The provision of collective bargaining rights to UW faculty and academic staff could include up to approximately 19,700 FTE (Table 1). If the OSER staffing ratios are applied to this FTE count, the UW System staffing needs could be estimated to total approximately 18.75 FTE positions, including: (a) 3.25 FTE labor relations staff for bargaining purposes; (b) 2.75 FTE compensation staff for contract costing purposes; and (c) 12.75 FTE labor relations staff for contract administration. Based on the OSER data, 12.75 labor relations staff could include 3.25 FTE positions in system administration and 9.5 FTE positions employed around the state.

The Committee could provide funding and positions to the UW System at this time to address the University's responsibilities under the AB 75 provisions. Because the UW System's collective bargaining work would build over time, the positions could be budgeted for six months of 2009-10. However, the University could begin hiring some positions immediately to address initial workload. Under this approach, salary and fringe benefit costs associated with the 18.75 FTE positions would be estimated at \$447,700 GPR and \$201,100 PR in 2009-10, and \$895,300 GPR and \$402,300 PR in 2010-11 and 18.75 GPR positions annually. [Alternative 4]

21. This staffing estimate, however, is projected on the basis of 19,700 represented FTE positions. It is unknown at this time how many collective bargaining units would be authorized and how many faculty and academic staff would be represented. Therefore, it could be argued that resources for the UW System should not be provided at this time. Staffing decisions would be more informed when there is a clearer picture of the number of bargaining units and the extent to which faculty and academic staff will be represented. If, over time, additional resources for collective bargaining functions are required for the UW System, the Board of Regents can request funding and positions through the biennial budget process.

22. No funding or position resources would be provided under the bill to the Wisconsin Employment Relations Commission (WERC). In a fiscal note prepared for 2007 SB 353, WERC indicated a need for additional resources if UW collective bargaining is enacted (\$154,400 GPR and 2.0 GPR positions annually). The provisions relating to WERC in 2007 SB 353 are the same as those under AB 75. Under both bills, WERC would play a key role in the oversight of unit elections and combinations, unfair labor practices, fair-share and maintenance of membership agreements, grievance arbitration, mediation, and fact-finding procedures.

Accordingly, WERC officials have updated their estimate and indicate that the two GPR

positions (an attorney and a legal support staff position) would require \$88,700 GPR in 2009-10 and \$161,700 GPR in 2010-11 and 2.0 GPR positions annually to address this increase in workload. Because it may take some months before implementation work begins, the positions are budgeted for only six months in 2009-10. If the Committee approves the UW collective bargaining provisions, it may want to consider providing these resources to WERC. [Alternative 5]

23. Finally, if the Committee believes that faculty and academic staff compensation and conditions of employment are being addressed adequately under current governance structures of the University, the administrative policies of the Board of Regents, and the oversight of the Joint Committee on Employment Relations, it may view the provision of collective bargaining rights as unnecessary. If this is the case, the Committee could delete the provision. [Alternative 6]

ALTERNATIVES

1. Approve the Governor's recommendation to create Subchapter VI of Chapter 111, and associated provisions, and provide faculty and academic staff of the UW System with the right to collectively bargain over wages, hours, and conditions of employment. Further, clarify the provision relating to the number of collective bargaining units that would be authorized by selecting either a, or b, below.

- a. Authorize six collective bargaining units, as follows:
 - One faculty unit for the UW-Madison campus;
 - One faculty unit for the UW-Milwaukee campus;
 - One faculty unit for the remaining UW System campuses, including UW-Extension and UW Colleges;
 - One academic staff unit for the UW-Madison campus;
 - One academic staff unit for the UW-Milwaukee campus; and
 - One academic staff unit for the remaining UW System campuses, including UW-Extension and UW Colleges.
- b. Authorize 30 collective bargaining units, as follows:
 - For faculty in the unclassified service, the following 15 separate collective bargaining units: (a) 13 collective bargaining units for faculty at each UW System campus (Madison, Milwaukee, Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior, and Whitewater); (b) one collective bargaining unit for faculty of UW Extension; and (c) one collective bargaining unit for faculty of UW Colleges.
 - For academic staff in the unclassified service, the following 15 separate collective

bargaining units: (a) 13 collective bargaining units for academic staff at each UW System campus (Madison, Milwaukee, Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior, and Whitewater); (b) one collective bargaining unit for academic staff of UW Extension; and (c) one collective bargaining unit for academic staff of UW Colleges.

2. Provide that any two or more collective bargaining units may combine into a single unit. [This alternative would delete the restriction under the bill that would not allow a faculty bargaining unit and an academic staff bargaining unit to combine.]

3. In addition to Alternative 1A (to authorize six collective bargaining units), delete the provisions under the bill that would provide that: (a) two or more faculty collective bargaining units may be combined into a single unit; and (b) two or more academic staff collective bargaining units may be combined into a single unit. Delete the related provisions relating to the procedures for combining collective bargaining units or to withdraw from the combined collective bargaining unit. [Under this alternative, no combining of the six bargaining units would be permitted.]

4. Provide \$447,700 GPR and \$201,100 PR in 2009-10 and \$895,300 GPR and \$402,300 PR in 2010-11 and 18.75 GPR positions annually to the University of Wisconsin System to implement and administer collective bargaining for faculty and academic staff.

ALT 4	Change to Bill	
	Funding	Positions
GPR	\$1,343,000	18.75
PR	<u>603,400</u>	<u>0.00</u>
Total	\$1,946,400	18.75

5. Provide \$88,700 GPR in 2009-10 and \$161,700 GPR in 2010-11 and 2.0 GPR positions annually to the Wisconsin Employment Relations Commission for oversight responsibilities for the implementation and administration of collective bargaining for faculty and academic staff in the UW System.

ALT 5	Change to Bill	
	Funding	Positions
GPR	\$250,400	2.00

6. Delete provision.

Prepared by: Art Zimmerman
Attachment

ATTACHMENT

Collective Bargaining Rights For University Of Wisconsin System Faculty And Academic Staff

Create Subchapter VI of Chapter 111 [Employment Relations] and provide faculty and academic staff of the University of Wisconsin System (UW System) with the right to collectively bargain over wages, hours, and conditions of employment. The provisions under Subchapter VI would be similar, but not identical to, those of the State Employment Labor Relations Act (SELRA) under current law [Subchapter V of Chapter 111].

Board of Regents

Provide that the Board of Regents would negotiate and administer collective bargaining agreements for UW faculty and academic staff. Require the Board of Regents to establish a collective bargaining capacity and represent the state in its responsibility as an employer, and to coordinate its actions with the Director of the Office of State Employment Relations (OSER). To coordinate the employer position in the negotiation of agreements, require the Board of Regents to maintain close liaison with OSER relative to the negotiation of agreements and the fiscal ramifications of those agreements. The legislative branch would be required to act upon those portions of tentative agreements negotiated by the Board of Regents that require legislative action. With respect to labor proposals, require the Board of Regents to notify and consult with the Joint Committee on Employment Relations (JCOER), in such form and detail as JCOER requests, regarding substantial changes in wages, employee benefits, personnel management, and program policy contract provisions to be included in any contract proposal to be offered to any labor organization by the state, or to be agreed to by the state, before such proposal is actually offered or accepted.

Faculty and Academic Staff

Under current law, "faculty" in the UW System is defined in statute as persons who hold the rank of professor, associate professor, assistant professor or instructor in an academic department or its functional equivalent in an institution, and such academic staff as may be designated by the chancellor and faculty of the institution. "Academic staff" is defined as professional and administrative personnel with duties, and subject to types of appointments, that are primarily associated with higher education institutions or their administration, but does not include faculty, or Board of Regents staff. Under current law, faculty and academic staff of the UW System are unclassified civil service employees who do not have collective bargaining rights.

Under the bill, for the purpose of collective bargaining rights, faculty would have the meaning under current law and would include faculty who are supervisors or management employees. Faculty holding limited appointments and deans would be excluded. For the purpose of collective bargaining rights, academic staff would have its meaning under current

law, except that academic staff supervisors, management employees, individuals who are privy to confidential matters affecting the employer-employee relationship, or professional librarians who are also classified as faculty would be excluded. Faculty and academic staff meeting these definitions would be deemed employees with the right of self-organization and the right to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection. Employees would also have the right to refrain from any such activities.

Although academic staff supervisors would not be considered employees under the provisions of the bill, the Wisconsin Employment Relations Commission (WERC) would be authorized to consider a petition for a statewide collective bargaining unit consisting of academic staff supervisors, but the representative of the academic staff supervisors may not be affiliated with any labor organization representing employees. Affiliation would not include membership in a national, state, county, or municipal federation of national or international labor organizations. Under the bill, the certified representative of the academic staff supervisors would not be authorized to bargain collectively with respect to any matter other than wages and fringe benefits.

Collective Bargaining Units

Provide that collective bargaining units for faculty in the unclassified service of the state would be structured with 15 separate collective bargaining units: (a) 13 collective bargaining units for faculty at each UW System campus (Madison, Milwaukee, Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior, and Whitewater); (b) one collective bargaining unit for faculty of UW Extension; and (c) one collective bargaining unit for faculty of UW Colleges.

Similarly, provide that collective bargaining units for academic staff in the unclassified service of the state would be structured with 15 separate collective bargaining units: (a) 13 collective bargaining units for academic staff at each UW System campus (Madison, Milwaukee, Eau Claire, Green Bay, La Crosse, Oshkosh, Parkside, Platteville, River Falls, Stevens Point, Stout, Superior, and Whitewater); (b) one collective bargaining unit for academic staff of UW Extension; and (c) one collective bargaining unit for academic staff of UW Colleges.

Provide that: (a) two or more faculty collective bargaining units may be combined into a single unit; and (b) two or more academic staff collective bargaining units may be combined into a single unit. If two or more collective bargaining units seek to combine into a single collective bargaining unit, WERC would be required, upon the petition of at least 30 percent of the employees in each unit, to hold an election to determine whether a majority of those employees voting in each unit desire to combine into a single unit. A combined collective bargaining unit would be formed and would include all employees from each of those units in which a majority of the employees voting in the election approve a combined unit. The combined collective bargaining unit would be formed immediately, if there is no existing collective bargaining agreement in force in any of the units to be combined. If there is a collective bargaining

agreement in force at the time of the election in any of the collective bargaining units to be combined, the combined unit would be formed upon expiration of the last agreement for the units concerned.

If two or more collective bargaining units have combined, WERC would also be required, upon petition of at least 30 percent of the employees in any of the original units, to hold an election of the employees in the original unit to determine whether the employees in that unit desire to withdraw from the combined collective bargaining unit. If a majority of the employees voting desire to withdraw from the combined collective bargaining unit, separate units consisting of the unit in which the election was held and a unit composed of the remainder of the combined would be formed. The new collective bargaining units would be formed immediately if there is no collective bargaining agreement in force for the combined unit. If there is a collective bargaining agreement in force for the combined collective bargaining unit, the new units would be formed upon the expiration of the agreement. While there is a collective bargaining agreement in force for the combined collective bargaining unit, a petition for an election could be filed only during October in the calendar year prior to the expiration of the agreement.

Provide that any labor organization may petition for recognition as the exclusive representative of a collective bargaining unit for UW faculty or academic staff in accordance with the election procedures under the bill, if the petition is accompanied by a 30 percent showing of interest in the form of signed authorization cards. Any additional labor organization seeking to appear on the ballot would be required to file a petition within 60 days of the date of filing of the original petition and prove, through signed authorization cards, that at least 10 percent of the employees in the collective bargaining unit want it to be their representative.

Provide that WERC would be required to assign UW faculty and academic staff employees to the appropriate collective bargaining unit.

Representatives and Elections

Provide that a representative chosen for the purposes of collective bargaining by a majority of the employees voting in a collective bargaining unit would be the exclusive representative of all of the employees in a unit for the purposes of collective bargaining. Any individual employee, or any minority group of employees in any collective bargaining unit, would be permitted to present any grievance to the employer in person, or through representatives of their own choosing. Require that the employer confer with the individual employee or group of employees with respect to the grievance if the majority representative has been afforded the opportunity to be present at the conference. Any adjustment resulting from such a conference may not be inconsistent with the conditions of employment established by the majority representative and the employer.

Provide that, whenever a question arises concerning the representation of employees in a collective bargaining unit, WERC would be required to determine the representation by taking a secret ballot of the employees and certifying in writing the results to the interested parties and to the Board of Regents. Any ballot for the election of representatives must include the names of

all labor organizations having an interest in representing the employees participating in the election as indicated in petitions filed with WERC. The name of any existing representative must be included on the ballot without the necessity of filing a petition. WERC would be authorized to exclude from the ballot one who, at the time of the election, stands deprived of his or her rights under state employment relations law by reason of a prior adjudication of his or her having engaged in an unfair labor practice. Provide that the ballot permit a vote against representation by anyone named on the ballot.

Provide that, for elections in a collective bargaining unit, whenever more than one representative qualifies to appear on the ballot, the ballot must be prepared to provide separate votes on two questions. The first question would be: "Shall the employees of the (name of collective bargaining unit) participate in collective bargaining?". The second question would be: "If the employees of the (name of collective bargaining unit) elect to participate in collective bargaining, which labor organization do you favor to act as representative of the employees?". The second question must not include a choice for no representative. All employees in the collective bargaining unit would be permitted to vote on both questions. Unless a majority of those employees voting in the election vote to participate in collective bargaining, no votes for a particular representative would be counted. If a majority of those employees voting in the election vote to participate in collective bargaining, the ballots for representatives would be counted. Provide that WERC's certification of the results of any election would be conclusive as to the findings included therein, unless reviewed by a court under administrative procedure and review law.

Provide that, whenever an election has been conducted for the representation of employees in the collective bargaining unit in which a majority of the employees voting indicate a desire to participate in collective bargaining, but in which no named representative is favored by a majority of the employees voting, WERC would be authorized, if requested by a party to the proceeding within 30 days from the date of the certification of the results of the election, to conduct a runoff election. In that runoff election, WERC would be required to drop from the ballot the name of the representative who received the least number of votes at the original election.

Provide that while a collective bargaining agreement between a labor organization and an employer is in force, a petition for an election in the collective bargaining unit to which the agreement applies would be allowed only during October in the calendar year prior to the expiration of that agreement. An election held under that petition would be held only if the petition is supported by proof that at least 30 percent of the employees in the collective bargaining unit desire a change or discontinuance of existing representation. Within 60 days of the time that an original petition is filed, another petition may be filed supported by proof that at least 10 percent of the employees in the same collective bargaining unit desire a different representative. Provide that, if a majority of the employees in the collective bargaining unit vote for a change or discontinuance of representation by any named representative, the decision would take effect upon expiration of any existing collective bargaining agreement between the employer and the existing representative.

Unfair Labor Practices

Provide that it would be an unfair labor practice for an employer, individually or in concert with others, to do any of the following:

a. To interfere with, restrain, or coerce employees in the exercise of their rights guaranteed under these provisions.

b. To initiate, create, dominate, or interfere with the formation or administration of any labor or employee organization or contribute financial support to it. [With limited exceptions, no change in any law affecting the Wisconsin Retirement System (WRS) and no action by the employer that is authorized by such a law would be a violation of this provision unless an applicable collective bargaining agreement specifically prohibited the change or action. Further, no such change or action would affect the continuing duty to bargain collectively regarding the WRS to the extent required under employment relations law. The bill would also provide that it is not an unfair labor practice for the employer to reimburse an employee at his or her prevailing wage rate for the time spent during the employee's regularly scheduled hours conferring with the employer's officers or agents and for attendance at WERC or court hearings necessary for the administration of employment relations provisions.]

c. To encourage or discourage membership in any labor organization by discrimination in regard to hiring, tenure, or other terms or conditions of employment. [This provision would not apply to fair-share or maintenance of membership agreements described below.]

d. To refuse to bargain collectively on authorized matters with a representative of a majority of its employees in an appropriate collective bargaining unit. [Provide that, whenever the employer has a good faith doubt as to whether a labor organization claiming the support of a majority of its employees in an appropriate collective bargaining unit does in fact have that support, it may file a petition with WERC requesting an election as to that claim. The employer would not be considered to have refused to bargain until an election has been held and the results of the election are certified to the employer by WERC. Provide that a violation of this provision would include the refusal to execute a collective bargaining agreement previously orally agreed upon.]

e. To violate any collective bargaining agreement previously agreed upon by the parties with respect to wages, hours, and conditions of employment affecting the employees, including an agreement to arbitrate or to accept the terms of an arbitration award, when previously the parties have agreed to accept such award as final and binding upon them.

f. To deduct labor organization dues from an employee's earnings, unless the employer has been presented with an individual order, signed by the employee personally, and terminable by at least the end of any year of its life or earlier by the employee giving at least 30 but not more than 120 days written notice of such termination to the employer and to the representative labor organization. The employer would also be required to give notice to the

labor organization of the receipt of a notice of termination. [The bill would provide an exception to this provision if there is a fair-share or maintenance of membership agreement in effect (discussed below).]

Provide that it would not be an unfair labor practice for the Board of Regents to implement changes in salaries or conditions of employment for members of the faculty or academic staff at one institution, and not for other members of the faculty or academic staff at another institution. However, this would be permitted only if the differential treatment is based on comparisons with the compensation and working conditions of employees performing similar services for comparable higher education institutions or based upon other competitive factors.

Provide that it is an unfair practice for an employee individually or in concert with others to do any of the following:

a. To coerce or intimidate an employee in the enjoyment of the employee's legal rights, including those guaranteed under these provisions.

b. To coerce, intimidate, or induce any officer or agent of the employer to interfere with any of the employer's employees in the enjoyment of their legal rights including those guaranteed under these provisions, or to engage in any practice with regard to its employees which would constitute an unfair labor practice if undertaken by the officer or agent on the officer's or agent's own initiative.

c. To refuse to bargain collectively on authorized matters with the authorized officer or agent of the employer, provided it is the recognized or certified exclusive collective bargaining representative of employees in an appropriate collective bargaining unit. Provide that a refusal to bargain would include a refusal to execute a collective bargaining agreement previously orally agreed upon.

d. To violate the provisions of any written agreement with respect to terms and conditions of employment affecting employees, including an agreement to arbitrate or to accept the terms of an arbitration award, when previously the parties have agreed to accept such awards as final and binding upon them.

e. To engage in, induce, or encourage any employees to engage in a strike or a concerted refusal to work or perform their usual duties as employees.

f. To coerce or intimidate a supervisory employee, officer, or agent of the employer, working at the same trade or profession as the employer's employees, to induce the person to become a member of, or act in concert with, the labor organization of which the employee is a member

Provide that it is an unfair labor practice for any person to do or cause to be done on behalf of, or in the interest of, employers or employees, or in connection with, or to influence the outcome of, any controversy as to employment relations, any act prohibited by the unfair labor

practices enumerated above.

Provide that any controversy concerning unfair labor practices may be submitted to WERC, which would be required to schedule a hearing on complaints involving alleged violations within three days after a complaint is filed. Notice would be given to each party interested by service on the party personally, or by telegram, advising the party of the nature of the complaint and of the date, time, and place of hearing. WERC would be authorized to appoint a substitute tribunal to hear unfair labor practice charges by either appointing a three-member panel or submitting a seven-member panel to the parties and allowing each to strike two names. Provide that any such panel would be required to report its finding to WERC for appropriate action.

Fair-Share and Maintenance of Membership Agreements

Authorize fair-share and maintenance of membership agreements under UW faculty and academic staff collective bargaining. A fair-share agreement is defined under the bill as an agreement between the employer and a labor organization representing employees under which all of the employees in a collective bargaining unit would be required to pay their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members. A maintenance of membership agreement is defined under the bill as an agreement between the employer and a labor organization representing employees that requires that all of the employees whose dues are being deducted from earnings at or after the time the agreement takes effect must continue to have dues deducted for the duration of the agreement and that dues must be deducted from the earnings of all employees who are hired on or after the effective date of the agreement.

Provide that no fair-share or maintenance of membership agreement may become effective unless authorized by a referendum. WERC would be required to order a referendum whenever it receives a petition supported by proof that at least 30 percent of the employees or supervisors in a collective bargaining unit desire that a fair-share or maintenance of membership agreement be entered into between the employer and a labor organization. Provide that a petition may specify that a referendum is requested on a maintenance of membership agreement only, in which case the ballot would be limited to that question.

Provide that, for a fair-share agreement to be authorized, at least two-thirds of the eligible employees or supervisors voting in a referendum would have to vote in favor of the agreement. For a maintenance of membership agreement to be authorized, at least a majority of the eligible employees or supervisors voting in a referendum would have to vote in favor of the agreement. In a referendum on a fair-share agreement, if less than two-thirds but more than one-half of the eligible employees or supervisors vote in favor of the agreement, a maintenance of membership agreement would be authorized.

Provide that, if a fair-share or maintenance of membership agreement is authorized in a referendum, the employer would be required to enter into an agreement with the labor organization named on the ballot in the referendum. Under the bill, each fair-share or

maintenance of membership agreement would be required to contain a provision requiring the employer to deduct the amount of dues as certified by the labor organization from the earnings of the employees or supervisors affected by the agreement and to pay the amount so deducted to the labor organization. Unless the parties agree to an earlier date, the agreement would take effect 60 days after certification by WERC that the referendum vote authorized the agreement. Provide that the employer would be held harmless against any claims, demands, suits and other forms of liability made by employees or supervisors or local labor organizations which may arise for actions taken by the employer in compliance with these provisions. Provide that all lawful claims, demands, suits and other forms of liability are the responsibility of the labor organization entering into the agreement.

Provide that under each fair-share or maintenance of membership agreement, an employee or supervisor who has religious convictions against dues payments to a labor organization based on teachings or tenets of a church or religious body of which he or she is a member would be allowed, on request to the labor organization, to have his or her dues paid to a charity mutually agreed upon by the employee or supervisor and the labor organization. Provide that any dispute concerning this provision may be submitted to WERC for adjudication.

Provide that a fair-share or maintenance of membership agreement, once authorized, would continue in effect, subject to the right of the employer or labor organization concerned to petition WERC to conduct a new referendum. Such a petition would need to be supported by proof that at least 30 percent of the employees or supervisors in the collective bargaining unit desire that the fair-share or maintenance of membership agreement be discontinued. Upon so finding, WERC would be required to conduct a new referendum. If the continuance of the fair-share or maintenance of membership agreement is approved in the referendum by at least the percentage of eligible voting employees or supervisors required for its initial authorization, it would be continued in effect, subject to the right of the employer or labor organization to later initiate a further vote following the procedure described above. If the continuation of the agreement is not supported in any referendum, it would be considered terminated at the termination of the collective bargaining agreement, or one year from the date of the certification of the result of the referendum, whichever is earlier.

Provide that WERC must declare any fair-share or maintenance of membership agreement suspended, upon such conditions and for such time as WERC decides, whenever it finds that the labor organization involved has refused on the basis of race, color, sexual orientation, or creed to receive as a member any employee or supervisor in the collective bargaining unit involved, and the agreement would be made subject to the findings and orders of WERC. Provide that any of the parties to the agreement, or any employee or supervisor covered under the agreement, may come before WERC, and petition WERC to make such a finding.

Provide that a stipulation for a referendum executed by an employer and a labor organization may not be filed until after the representation election has been held and the results certified. Provide that WERC may, under rules adopted for that purpose, appoint as its agent an official of a state agency whose employees are entitled to vote in a referendum to conduct a

referendum.

Grievance Arbitration

Provide that parties to the dispute pertaining to the interpretation of a collective bargaining agreement may agree in writing to have WERC or any other appointing state agency serve as arbitrator or may designate any other competent, impartial, and disinterested persons to serve. Such arbitration proceedings would be governed by state arbitration law. Provide that the Board of Regents must charge an institution for the employer's share of the cost related to grievance arbitration for any arbitration that involves one or more employees of the institution. Each institution so charged would be required to pay the amount that the Board of Regents charges from the appropriation account or accounts used to pay the salary of the grievant. Funds received would be credited to an OSER appropriation account for collective bargaining grievance arbitrations.

Mediation

Provide that WERC may appoint any competent, impartial, disinterested person to act as mediator in any labor dispute either upon its own initiative or upon the request of one of the parties to the dispute. It would be the function of a mediator to bring the parties together voluntarily under such favorable auspices as will tend to effectuate settlement of the dispute, but neither the mediator nor WERC would have any power of compulsion in mediation proceedings.

Fact-Finding

Provide that, if a dispute has not been settled after a reasonable period of negotiation and after the settlement procedures, if any, established by the parties have been exhausted, the employee representative and the employer (or its officers, and agents), after a reasonable period of negotiation, are deadlocked with respect to any dispute between them arising in the collective bargaining process, the parties jointly may petition WERC, in writing, to initiate fact-finding procedures and to make recommendations to resolve the deadlock.

Authorize WERC, upon receipt of a petition to initiate fact-finding, to make an investigation with or without a formal hearing, to determine whether a deadlock in fact exists. WERC would be required to certify the results of the investigation. If WERC decides that fact-finding should be initiated, it must appoint a qualified, disinterested person or, when jointly requested by the parties, a three-member panel to function as a fact finder. The fact finder would be authorized to establish dates and place of hearings and must conduct the hearings under rules established by WERC. Upon request, WERC would be required to issue subpoenas for hearings conducted by the fact finder. The bill would authorize the fact finder to administer oaths.

Upon completion of the hearing, the fact finder would be required to make written findings of fact and recommendations for solution of the dispute and must cause the written findings to be served on the parties and WERC. In making findings and recommendations, the fact finder would be required to take into consideration, among other pertinent factors, the

principles vital to the public interest in efficient and economical governmental administration. Upon the request of either party, the fact finder is authorized to orally present the recommendations in advance of service of the written findings and recommendations.

Provide that the cost of fact-finding proceedings would be divided equally between the parties. At the time the fact finder submits a statement of his or her costs to the parties, the fact finder would be required to submit a copy WERC at its Madison office. A fact finder would be authorized to mediate a dispute at any time prior to the issuance of the fact finder's recommendations. Provide that within 30 days of the receipt of the fact finder's recommendations, or within a time period mutually agreed upon by the parties, each party must advise the other, in writing, as to the party's acceptance or rejection, in whole or in part, of the fact finder's recommendations and, at the same time, send a copy of the notification to WERC at its Madison office. Provide that failure to comply with this provision, by the employer or employee representative, would be a violation of the legal requirement to bargain collectively in good faith.

Strikes Prohibited

Require the employer, upon establishing that a strike is in progress, to either seek an injunction or file an unfair labor practice charge with WERC, or both. Provide that, it would be the responsibility of the Board of Regents to decide whether to seek an injunction or file an unfair labor practice charge. Provide that the existence of an administrative remedy does not constitute grounds for denial of injunctive relief.

Provide that the occurrence of a strike and the participation in the strike by an employee do not affect the rights of the employer, in law or in equity, to deal with the strike, including all of the following: (a) the right to impose discipline, including discharge, or suspension without pay, of any employee participating in the strike; (b) the right to cancel the reinstatement eligibility of any employee engaging in the strike; and (c) the right of the employer to request the imposition of fines, either against the labor organization or the employee engaging in the strike, or to sue for damages because of such strike activity.

Management Rights

Provide that nothing in these employment relations provisions would interfere with the right of the Board of Regents, in accordance employment relations law, to do any of the following: (a) carry out the statutory mandate and goals assigned to the Board of Regents by the most appropriate and efficient methods and means and utilize personnel in the most appropriate and efficient manner possible; or (b) suspend, demote, discharge, or take other appropriate disciplinary action against the employee, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

Subjects and Prohibited Subjects of Bargaining

The bill would provide that matters subject to collective bargaining to the point of impasse are salaries, fringe benefits consistent with certain limitations described below, and hours and conditions of employment, except that:

a. The Board of Regents would not be required to bargain on management rights described above, except that procedures for the adjustment or settlement of grievances or disputes arising out of any type of disciplinary action would be a subject of bargaining.

b. With certain exceptions, all laws governing the WRS and all actions of the Board of Regents that are authorized under any such law which apply to nonrepresented individuals employed by the state would apply to similarly situated employees, unless otherwise specifically provided in a collective bargaining agreement that applies to those employees. The exceptions would include certain requirements of the WRS concerning earnings relating to military service, collectively bargained limitations on an employer's right to require retirement of an employee after the employee's has attained his or her normal retirement date, benefit adjustment contributions, and employee rights under intrastate retirement reciprocity law.

c. Demands relating to retirement and group insurance must be submitted to the Board of Regents at least one year prior to commencement of negotiations.

d. The Board of Regents would not be required to bargain on matters related to employee occupancy of houses or other lodging provided by the state.

The bill would prohibit the Board of Regents from bargaining on the following:

a. The mission and goals of the Board of Regents as set forth in state statutes, the diminution of the right of tenure provided the faculty, certain rights granted faculty and academic staff under state law, the rights of appointment provided academic staff under state law; or academic freedom.

b. Amendments to state employment relations law.

c. Family leave and medical leave rights below the minimum afforded under state law. (However, the Board of Regents would not be prohibited from bargaining on rights to family leave or medical leave which are more generous to the employee than the rights provided under state law.)

d. An increase in benefit adjustment contribution rates under the WRS.

e. The rights of employees to have retirement benefits computed under intrastate retirement reciprocity law.

f. Honesty testing requirements that provide fewer rights and remedies to employees than are provided under state law.

- g. WRS purchase of creditable service limitations relating to creditable service used to establish certain benefits with other federal, state, or local government entities;
- h. Compliance with the health benefit plan requirements under state law.
- i. Compliance with insurance practice requirements relating to domestic abuse.
- j. The definition of earnings for WRS purposes.
- k. The maximum WRS benefit limitations under state law and the Internal Revenue Code.
- l. The limitations on WRS contributions under state law and the Internal Revenue Code.
- m. The provision to employees of mandatory health insurance coverage required under state law.
- n. The requirements related to coverage of and prior authorization for treatment of an emergency medical condition under state law.
- o. Certain requirements related to coverage of prescription drugs and devices under state law.
- p. The requirements related to experimental treatment under state law.
- q. The requirements related to offering a point-of-service option health insurance coverage plan.
- r. The requirements related to internal grievance procedures and independent review of certain health benefit plan determinations under disability insurance law.

Provide that, upon request, the Chancellor at each institution, or his or her designee, would be required to meet and confer with the collective bargaining representative, if any, with regard to any issue that is a permissive subject of bargaining, except when the issue is under active consideration by a faculty or academic staff governance organization.

Unless considered a prohibited subject of bargaining and except as provided in specific current law provisions that assure certain benefits or benefit procedures, all statutes and rules governing the salaries, fringe benefits, hours, and conditions of employment apply to each employee, unless otherwise provided in a collective bargaining agreement.

Agreements and Approval

Require that any tentative agreement reached between the Board of Regents, acting for the state, and any labor organization representing a collective bargaining unit, after official

ratification by the labor organization, be submitted by the Board of Regents to JCOER. Require JCOER to hold a public hearing before determining its approval or disapproval of the tentative agreement. If JCOER approves the tentative agreement, it must introduce in a bill or companion bills, to be put on the calendar or referred to the appropriate scheduling committee of each house, that portion of the tentative agreement which requires legislative action for implementation, including salary and wage adjustments, changes in fringe benefits, and any proposed amendments, deletions, or additions to existing law.

The bill or companion bills would not be subject to certain current law requirements for referral of bills to the Joint Committee on Finance or the Joint Survey Committee on Retirement Systems, or requirements pertaining to bills with fiscal effects passing prior to passage of each biennial budget bill. JCOER would be authorized to submit suitable portions of the tentative agreement to appropriate legislative committees for advisory recommendations on the proposed terms. Require JCOER to accompany the introduction of the proposed legislation with a message that informs the Legislature of the Committee's concurrence with the matters under consideration and that recommends the passage of such legislation without change.

Provide that, if JCOER does not approve the tentative agreement, it must be returned to the parties for renegotiation. If the Legislature does not adopt without change that portion of the tentative agreement introduced by JCOER, the tentative agreement must be returned to the parties for renegotiation.

Provide that no portion of any tentative agreement may become effective separately. UW faculty and academic staff agreements would be required to coincide with the state fiscal year or biennium. Provide that the negotiation of collective bargaining agreements and their approval by the parties should coincide with the overall fiscal planning and processes of the state. Provide that all compensation adjustments for employees would be effective on the beginning date of the pay period nearest the statutory or administrative date.

WERC Rules, Transcripts, and Fees

Provide that WERC may adopt reasonable and proper rules relative to the exercise of its powers and authority and proper rules to govern its proceedings and to regulate the conduct of all elections and hearings under these provisions. WERC would be required, upon request, to provide a transcript of a proceeding to any party to the proceeding for a fee, established by rule, at a uniform rate per page. All transcript fees would be credited to a WERC appropriation account for fees, collective bargaining training, publications, and appeals.

WERC would be required to assess and collect a filing fee for: (a) filing a complaint alleging that an unfair labor practice has been committed under these provisions; (b) filing a request that WERC act as an arbitrator to resolve a dispute involving the interpretation or application of a collective bargaining agreement under these provisions; (c) filing a request that WERC initiate fact-finding under these provisions; and (d) filing a request that WERC act as a mediator under these provisions.

Provide that, for the performance of actions relating to grievance arbitration, mediation, or fact-finding, WERC must require that the parties to the dispute equally share in the payment of the fee. For the performance of actions involving a complaint alleging that an unfair labor practice has been committed, WERC must require that the party filing the complaint pay the entire fee. Provide that, if any party has paid a filing fee requesting WERC to act as a mediator for a labor dispute and the parties do not enter into a voluntary settlement of the labor dispute, WERC would not be allowed to subsequently assess or collect a filing fee to initiate fact-finding to resolve the same labor dispute. If any request concerns issues arising as a result of more than one unrelated event or occurrence, each such separate event or occurrence would be treated as a separate request.

Require WERC to promulgate rules establishing a schedule of filing fees to be paid. Provide that required fees must be paid at the time of filing the complaint or the request for fact-finding, mediation, or arbitration and that a complaint or request for fact-finding, mediation, or arbitration is not filed until the date such fee or fees are paid. Require that fees collected be credited to a WERC appropriation account for fees, collective bargaining training, publications, and appeals.

Appropriation Changes

Create a GPR sum sufficient program supplements appropriation to supplement, under the current law supplementation procedure for compensation and fringe benefits, the appropriations to the Board of Regents for the cost of compensation and related adjustments approved by the Legislature for UW System unclassified faculty and academic staff who are included within a collective bargaining unit.

Create a PR sum sufficient program supplements appropriation to supplement, under the current law supplementation procedure for compensation and fringe benefits, the appropriations to the Board of Regents for the cost of compensation and related adjustments approved by JCOER under the compensation plan for nonrepresented UW System unclassified faculty and academic staff who are included within a collective bargaining unit. [This provision requires a technical connection, which will be made in a Legislative Reference Bureau technical amendment to the bill.]

Create a SEG sum sufficient program supplements appropriation to supplement, under the current law supplementation procedure for compensation and fringe benefits, the appropriations to the Board of Regents for the cost of compensation and related adjustments approved by JCOER under the compensation plan for nonrepresented UW System unclassified faculty and academic staff who are included within a collective bargaining unit. [This provision requires a technical connection, which will be made in a Legislative Reference Bureau technical amendment to the bill.]

Amend WERC and OSER general program operations appropriation accounts to authorize work relating to UW System faculty and academic staff labor relations. Amend the WERC appropriation account for fees, collective bargaining training, publications and appeals to

authorize the receipt of transcript, filing, and other required fees relating to UW System faculty and academic staff collective bargaining. Amend the OSER appropriation account for collective bargaining grievance arbitrations to authorize the receipt of moneys received from UW System institutions for the reimbursement of state costs related to grievance arbitrations and for training related to grievance arbitrations.

In summary, the provisions to provide faculty and academic staff of the UW System with the right to collectively bargain closely parallels current law provisions under SELRA. The major differences between these provisions and SELRA include the following:

a. Under the bill, the UW Board of Regents would negotiate and administer collective bargaining agreements for UW faculty and academic staff. Under current law, OSER negotiates and administers collective bargaining agreements pertaining to represented state employees under SELRA.

b. The bill provides an exception with regard to unfair labor practices by an employer in that it would not be an unfair labor practice for the Board of Regents to implement changes in salaries or conditions of employment for members of the faculty or academic staff at one institution, and not for other members of the faculty or academic staff at another institution, if certain conditions (described above) are met. SELRA does not provide such an exception.

c. Under the bill, the Board of Regents would be prohibited from bargaining on the mission and goals of the Board of Regents as set forth in state statutes, the diminution of the right of tenure provided the faculty, certain rights granted faculty and academic staff under state law, the rights of appointment provided academic staff under state law; or academic freedom. Under SELRA, the comparable provision prohibits the employer from bargaining on the mission and goals of state agencies as set forth in the statutes. Further, SELRA provisions relating to prohibited subjects of bargaining include certain items that pertain to the classified civil service. The provisions under the bill, that would apply to unclassified civil service UW faculty and academic staff employees, do not include these SELRA provisions.

d. Under the bill, two management rights are specified. The bill would provide that nothing in these employment relations provisions would interfere with the right of the Board of Regents, in accordance employment relations law, to do any of the following: (a) carry out the statutory mandate and goals assigned to the Board of Regents by the most appropriate and efficient methods and means and utilize personnel in the most appropriate and efficient manner possible; or (b) suspend, demote, discharge, or take other appropriate disciplinary action against the employee, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive. Under SELRA, a third management right is provided, as follows: with one limited exception pertaining to employee transfers at the UW Hospitals and Clinics Board, the state has the right to manage the employees of a state agency; hire, promote, transfer, assign or retain employees in positions within the agency; and in that regard establish reasonable work rules.