

1995-96 SESSION
COMMITTEE HEARING
RECORDS

Committee Name:

JOINT COMMITTEE
ON EMPLOYMENT
RELATIONS (JC-ER)

Sample:

Record of Comm. Proceedings ... RCP

- 05hrAC-EdR_RCP_pt01a
- 05hrAC-EdR_RCP_pt01b
- 05hrAC-EdR_RCP_pt02

➤ Appointments ... Appt

➤ **

➤ Clearinghouse Rules ... Crule

➤ **

➤ Committee Hearings ... CH

➤ **

➤ Committee Reports ... CR

➤ **

➤ Executive Sessions ... ES

➤ **

➤ Hearing Records ... HR

➤ **

➤ Miscellaneous ... Misc

➤ 95hrJC-ER_Misc_pt38

➤ Record of Comm. Proceedings ... RCP

➤ **

ARTICLE IX
HEALTH AND SAFETY

SECTION 0:

9/0/1 An employe shall not be assigned to any task abnormally dangerous at the employe's place of employment.

SECTION 1: First Aid Equipment and Training

9/1/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be provided at appropriate locations.

9/1/2 In an emergency situation, which results from serious illness or injury at work, the Employer will furnish transportation for the affected employe to the appropriate medical facility. If the employe is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation, reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employe's home as determined by the attending medical authority, or reimbursement of mileage to the employe in accordance with Article XIII, Section 17.

9/1/3 Both the Employer and the Union recognize the benefits of training in lifesaving techniques such as first aid and CPR. In an effort to provide this training to its employes, the Employer will allow mutually selected employes to attend first aid and CPR instructor training with no loss of pay. Once these in-house instructors have been trained, the scheduling of employe training without loss of pay will be by mutual agreement at local labor-management meetings. The appropriate local Unions will be notified of any such scheduled training in writing by the Employer.

9/1/4 Employes may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employes who may attend such training sessions at any one time. Employes who receive such training shall be committed to maintaining their certification.

9/1/5 The Employer agrees to provide University of Wisconsin System Protection (Police) and Security Officers ongoing CPR and first aid training required to maintain their certification in this area.

9/1/6 (PSS) The Employer agrees to provide AIDS training for employees classified as Social Workers and Probation and Parole Agents in the Department of Corrections who volunteer to participate in such training. Such training shall be without loss of pay.

SECTION 2: Tools and Equipment

9/2/1 The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

9/2/2 In the event a correctional officer reports for work on his/her scheduled shift and is assigned duties which were unanticipated and which result in an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and, if necessary, overshoes from a central supply source.

9/2/3 Payment by the State at the lowest available base rate, for a private telephone service in the residence of employees shall be limited to employees working in the following assignments:

- A. Conservation Wardens,
- B. Probation and Parole Agents, which sunsets when a telephone monitoring system is implemented.
- C. Client Services Assistants,
- D. Correctional employees required to respond to violations of electronic home detention clients.

9/2/4 Attention will be given to ergonomic considerations in the purchase of new equipment.

SECTION 3: Transportation of Tools

9/3/1 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

SECTION 4: Protective Clothing

9/4/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Industry, Labor and Human Relations.

SECTION 5: Confidentiality of Records

9/5/1 To insure strict confidentiality, only authorized employees of the Employer shall process or have access to any employee medical records.

SECTION 6: Buildings

9/6/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the State Department of Industry, Labor and Human Relations. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the State Department of Industry, Labor and Human Relations.

SECTION 7: Medical Examination

9/7/1 Whenever the Employer requires an employe to submit to physical examinations, medical tests, including x-rays, or inoculations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employe uses the services provided or approved by the Employer. The Employer agrees to give employes classified as Police Communication Operator a hearing examination once during the period of the Agreement. The Employer will arrange for and pay for the examination and provide a copy of the results of the exam to the employe. Employes will be in pay status for the examination. Employes required to submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employes who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

SECTION 8: Job-related Exposure to Disease

9/8/1 Under the following conditions, testing for, and treatment of Lyme Disease (a tick bite received while performing assigned job duties), Hepatitis B, or HIV, will be covered by Workers' Compensation as provided under 13/18/1 of this Agreement:

A. Employes must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the Occupational Accident/Illness Report (AD-85/WC-12) Workers' Compensation form and processed according to the procedures in the employe's agency.

B. If, based on a clinical evaluation by a medical doctor, the physician orders a blood test to confirm or rule out the possibility of disease, Workers' Compensation will pay the cost of the test regardless of its results (i.e., positive or negative).

C. Subsequent treatment to address symptoms or prevent complications must be prescribed by the treating physician.

D. A direct causal relationship must be established by the treating physician. The treating physician must relate contraction of the disease to the job by means of written documentation. The employe must obtain copies of the physician's medical notes and the results of any medically-prescribed tests and submit them to the Employer to satisfy this condition.

E. If the above conditions are met, the Employer will make an initial determination that the disease is job-related and will forward the claim to State Risk Management for processing.

SECTION 9: Motor Vehicles

9/9/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employes covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

9/9/2 The Employer agrees to equip all University of Wisconsin System vehicles designated as police cars with statutorily mandated equipment.

9/9/3 Probation and Parole Agents shall not be required to use their personal vehicles to transport non-Department of Corrections personnel.

9/9/4 All custody transports of clients by Probation and Parole Agents shall be done in an Employer provided vehicle, utilizing caged vehicles where available.

SECTION 10: Foot Protection

9/10/1 The Employer reserves the right to require the wearing of foot protection by employes. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of \$11.00 per year as an expense check payable the first pay period of the calendar year.

9/10/2 (T) Department of Transportation Technical employes shall receive \$27.00 as an expense check payable the first pay period following the effective date of this contract, in lieu of the above \$22.00 (\$11.00 per year) reimbursement.

9/10/3 (BC, T) Department of Natural Resources employees required to wear approved safety boots/shoes shall receive a payment of \$27.00 during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification form (9100-123).

SECTION 11: Safety Inspection

9/11/1 When DILHR inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector.

9/11/2 Upon written request for the latest or most current safety inspection of a specific facility, the report will be furnished to the requesting Union official.

SECTION 12: Compliance Limitation

9/12/1 The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

SECTION 13: DILHR Regulations

9/13/1 The provisions of Wis. Admin. Code ILHR 32, effective April 1, 1991, shall apply to employees covered by this Agreement.

SECTION 14: Joint Committee on Health and Safety

9/14/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union will lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/14/1A (~~CRASU~~) The Employer shall make a reasonable effort in providing a safe, secure work site. Problems relating to a safe, secure work site may be discussed at local labor-management meetings.

9/14/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of state employees and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by state employees.

9/14/3 In the event an employe has determined that the task he or she has been assigned is abnormally dangerous, he or she shall inform his or her immediate supervisor in writing on the appropriate form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employe and attempt to resolve the matter. If the matter is not resolved to the mutual satisfaction of the employe and the supervisor, the employe's written claim shall be forwarded to 1) representatives of each of the parties as designated by the local committee; 2) the Joint Committee; and 3) the appointing authority and agency head.

9/14/4 In attempting to resolve the employe claim the supervisor at his or her discretion may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employe to perform the task or at the supervisor's discretion assign the affected employe to other available work consistent with the work usually performed by the employe.

9/14/5 If the matter is not resolved to the satisfaction of the employe, and he or she carries out the task, he/she may later file a grievance in accordance with Article IV commencing at Step ~~Two~~One. If the employe refuses to perform the task and no alternate assignment is made by the supervisor, the employe may be subject to discipline. Prior to administration of the discipline the circumstances surrounding the abnormally hazardous task disagreement shall be discussed with the local Union and the Employer designated safety representative. If the employe is disciplined, he/she may file a grievance commencing at Step ~~Three~~Two of the procedure.

9/14/6 Grievance(s) filed under the above circumstances shall be supplemented by a completed Abnormally Hazardous Task report form. In addition to filing the grievance and form to the designated agency representative, copies should be forwarded to the Joint Committee on Health and Safety.

9/14/7 A statewide Joint Committee on Health and Safety consisting of representatives designated by the Council 24 Health and Safety Committee and representatives of the Employer shall be established (the Committee is to be referred to hereafter as the Joint Committee). Each party will appoint at least one member who has professional training in occupational safety and health. Employer representation on the Joint Committee will be appointed by the Department of Employment Relations and shall include, but not be limited to, representatives from the University

of Wisconsin and the Departments of Health and Social Services, Military Affairs, Transportation and Employment Relations.

9/14/8 The Joint Committee shall meet as necessary but not less than quarterly and shall focus its efforts toward the accomplishment of:

A. Increased attention to supervisory training, the capability of the supervisor to identify and deal with work place health and safety hazards and access of supervisor to resources and support necessary to increase safety and health capabilities.

B. Increased understanding and awareness on the part of all employes of the safety and health hazards and dangers inherent in the performance of their job and the development of basic safety and health knowledge which will enable employes to recognize circumstances which are abnormally hazardous or dangerous.

C. Increased interaction of safety and health personnel with all employes.

D. Increased coordination of safety and health programs on a statewide basis.

9/14/9 The Joint Committee:

A. Shall consider recommendations to be made to the Secretary of the Department of Employment Relations related to the creation of a health and safety component to be included in the training programs mandated by s. 230.046(2), Wis. Stats. and provided for in s. 230.046(3), Wis. Stats.

B. May make requests for data and information from agencies of the State and the Union in order to analyze and determine safety and health problems and/or needs as they affect state employes, including health problems related to ergonomic conditions.

C. May request the assistance and advice of experts in the field of occupational safety and health, whether or not they are employes of the State.

D. May make on-site inspections of locations or facilities where state employes are working.

E. May make reports and/or recommendations to task forces, committees, etc. officially involved in studies, research and/or reviews of the safety and health of state employes.

F. May make recommendations to the parties to this Agreement as to the interpretation of health and safety provisions as they exist under the terms of the Agreement.

G. May request reports, information and/or appearances by representatives from the local committees referenced in Article XI, Section 2 of this Agreement.

H. May make a report to the full bargaining teams of the parties to this Agreement at a time early in negotiations of a successor agreement on the accomplishments of the Joint Committee. Such report may include recommendations for contractual changes to be sought in the successor to this Agreement.

I. May consider and make recommendations regarding the health and safety of employees not covered by this Agreement and may include representatives of these employees in the activities of the Joint Committee.

J. May attempt to create an outline for a departmental booklet of general safety facts and procedures which can be used for the creation of a health and safety booklet appropriate for distribution to all employees.

K. May design and conduct joint training sessions related to implementing the health and safety provisions of this agreement and/or to increasing the awareness of health and safety on the part of employees. Employees designated by the Joint Committee to attend such training sessions shall do so without loss of pay.

L. May recommend environmental standards for work sites. Guidelines used in developing these standards may include OSHA regulations, DILHR regulations, the Minnesota Heat Standard and other ergonomic studies.

M. May consider issues and make program recommendations to the parties concerning the subject of violence in the workplace.

9/14/10 In recognition of the fact that accomplishments in the area of safety and health rely on:

- A. The mutual commitment of the parties at all levels.
- B. Accurate identification of bona fide abnormal health and safety hazards and dangers.
- C. Acknowledgment of the nature of historical and current trends and experience regarding health and safety problems.

D. Recognition of the value of employee involvement in health and safety efforts.

9/14/11 The local committees referenced in Article XI, section 2 of this Agreement shall direct and prioritize their efforts as follows:

A. Identify and describe in writing those tasks currently performed by employees which the local committee feels place the employee in circumstances which are abnormally hazardous or dangerous (i.e. those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job).

B. Communicate in writing to the highest level of management relative to the jurisdiction of the local committee, the committee report resulting from the above. If there is no agreement on the tasks qualifying under A above, either party may submit this report.

C. The report referred to above shall include a recommendation as to the appropriate action to be taken to eliminate the abnormal hazards or dangers.

D. The report referred to above shall be made after an on-site inspection of the performance of the tasks has been accomplished by the local committee.

E. Subsequent to A-D above, the local Committee shall perform a job safety and health analysis on tasks, the inherent danger and hazards of which have resulted in the highest frequency of disabling injuries within the jurisdiction of the local Committee. The same analysis shall then be performed with regard to the frequency of potentially disabling injuries and then the frequency of minor injuries.

In this analysis, the local Committee shall consider injuries (disabling, potentially disabling, minor) resulting from and in the following order:

1. Employees struck by or against
2. Falls
3. Over exertion
4. Body reaction
5. Other

F. The job safety and health analysis referred to above means:

1. A determination of the tasks to be analyzed by studying past safety and health performance.
2. Identification of hazards and dangers and the potential accidents or illnesses which could result.
3. A determination of the ways to eliminate the accidents/hazards which could result.

G. The result of the individual job safety and health analysis shall be created in written form and shall be distributed to all employees performing the respective job within the jurisdiction of the local Committee.

H. Reports created in A-G above shall be forwarded to the Joint Committee.

I. Reports forwarded by the local Committees to management shall be answered in writing, indicating actions to be taken as a result of the report. In the event no action is to be taken, or action different than that recommended is to be taken, a written explanation shall be provided the local Committee.

9/14/12 The above section related to safety and health acknowledges a mutual commitment to the safety and health of all employees, the existence of mutual as well as separate obligations, responsibilities and prerogatives relative to safety and health of all employees and does not detract, alter or modify the rights and obligations of the parties recognized in other provisions of this Agreement.

9/14/13 The Joint Committee shall seek recommendations on areas of concern for employee health and safety training and facilitate such training efforts.

When such concerns have been identified, the Committee shall assist the employing unit(s) in the design and implementation of appropriate training programs. Implementation of such training programs will be dependent upon the availability of the training resources of the employing unit(s).

In order to accomplish this purpose, the Committee or subcommittees thereof shall hold meetings, as needed, at sites selected by the Committee to address health and safety issues of common interest. Resource persons may be utilized to assist the Employer in developing training programs designed to address local issues. Professional or technical assistance may also be used to develop or conduct such programs.

Locally provided training shall be evaluated by the Committee to determine its applicability to other facilities. The Committee shall make recommendations for adoption of such programs on a statewide basis.

The Committee may seek funding through grants or other sources to defray the cost of training.

The Committee will evaluate training programs in the area of health and safety and, where applicable, shall recommend their use for inter- or intra-agency applications.

SECTION 15: Data Sheets

9/15/1 The Employer upon contracting to purchase any chemical or substance containing hazardous material will request a material safety data sheet from the vendor.

SECTION 16: Joint Health and Safety Committee Report

9/16/1 The Joint Health and Safety Committee report recommendations define optimum conditions for VDT-CRT use and shall be incorporated in purchasing/design guidelines for management's purchase or design of equipment and work areas. Each agency shall appoint an ergonomic coordinator who, with input from the local Union VDT and/or health and safety committees where they exist, shall be responsible for evaluating ergonomic conditions and assisting employees who experience problems relating to these issues. This Section is not subject to Article IV but may be a topic of labor-management meetings.

SECTION 17: VDT/CRT Eye Examinations

9/17/1 Employees whose assigned duties require high VDT-CRT use [four (4) hours or more per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

9/17/2 A pregnant employee assigned to high-use operation of VDT/CRT Equipment [four (4) hours or more per day] may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay which will be in addition to the maternity leave under provisions of 13/8/4 of this Agreement.

9/17/3 Except where local agreements provide otherwise, employees whose assigned duties require VDT/CRT use of four (4) or more hours in a day shall be provided their fifteen (15) minute breaks and meal periods, where feasible, such that the VDT/CRT duties are not required for greater than two (2) hour periods. Where this scheduling is not feasible, relief to the employee after two (2) hours of continuous use may be provided by the performance of alternate tasks normally performed by the employee and not requiring the use of the VDT/CRT.

9/17/3B Eyeglasses: When medical verification for the necessity of special eyeglasses to work on the Employer's VDT/CRT equipment is provided, the employe may purchase the appropriate prescribed eyeglasses through state procurement for use by the employe in the performance of his/her duties when such duties include the high use of the VDT/CRT equipment as defined in 9/17/1. This provision may be exceeded by mutual agreement.

SECTION 18: Safety Eyewear

9/18/1 Where safety glasses are required by the Employer, the Employer will provide such glasses. In addition, if eye examinations for safety glasses are necessary, the Employer will pay the entire cost of one examination during the life of this contract.

9/18/2 Safety sunglasses will be provided by the Employer when medical verification for the necessity of such glasses is provided to the Employer or when mutually agreed to otherwise.

9/18/3 (BC, T, SPS) Correctional officers regularly assigned to transportation or towers and other employes regularly engaged in field work who are not required to have safety sunglasses may purchase them for job-related purposes, at cost, through state procurement.

SECTION 19: Weather Related Considerations

9/19/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employe health and safety needs.

ARTICLE X
HEARING OFFICER

10/0/1 The Personnel Commission may at its discretion appoint an impartial hearing officer to hear appeals from actions taken by the Employer under Section 111.91(2)(b) 1 and 2, Wis. Stats.

1. "Original appointments and promotions specifically including recruitment, examinations, certification, appointments, and policies with respect to probationary periods.

2. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status resulting from position reallocations."

10/0/2 The hearing officer shall make a decision accompanied by findings of fact and conclusions of law. The decision shall be reviewed by the Personnel Commission on the record and either affirmed, modified or reversed. The Personnel Commission's action shall be subject to review pursuant to Ch. 227 of the Wisconsin Statutes.

ARTICLE XI
MISCELLANEOUS

SECTION 1: Discrimination

11/1/1 Employees covered under this Agreement shall be covered by Subchapter II (State Fair Employment Act), Chapter 111, Wis. Stats., and have a discrimination-free environment assured for all protected purposes.

11/1/2 The Employer and the Union agree that all State employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

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

11/1/3 In order to prevent and eliminate sexual harassment, the Employer shall take affirmative steps to help create a work place free of sexual harassment. The Employer shall fulfill its contractual obligations with regard to this section by:

- A. including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and
- B. distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and
- C. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and
- D. posting a copy of Executive Order No. 63 on all Management bulletin boards; and

E. providing each Local Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and

F. appointing, in those departments which have or create committees to deal with sexual harassment, one employe of the department to such committees to represent all WSEU bargaining units. Such employe(s) shall be selected by Council 24.

11/1/4 Any allegations of sexual harassment concerning supervisory personnel or co-employees shall be restricted to the remedies available under State and Federal Statutes. The grievance procedure in Article IV shall not be used to resolve any matters involving any allegations of sexual harassment.

11/1/5 When an employe is being interviewed by an official investigator in regard to charges of sexual harassment that have been filed by said employe with said investigator's agency the employe's participation in said interview shall be without loss of pay.

11/1/6 In addition, there shall be no discrimination based on Union or non-Union affiliation.

11/1/7 Employes covered by the Agreement shall be covered by Wisconsin Statutes s. 111.84 (State Employment Labor Relations Act).

11/1/8 An employe presenting a sexual harassment complaint to the Affirmative Action Officer of the Employer shall be entitled, at the employe's option, to the presence of his/her designated union representative or any other member of the employe's employing unit selected by the employe. Any advocate so selected by the employe shall respect the confidentiality of the affirmative action process. The time spent by the employe and his/her advocate in presenting said complaint shall be without loss of pay. An advocate, who is also a WSEU designated union representative, must make a disclosure of any potential conflict of interest to the claimant, if he/she may also represent the accused prior to any such presentation meeting.

SECTION 2: Union-Management Meetings

11/2/1 (BC, SPS, T) The State agrees to continue the existing Union-Management meetings except that there will be only one Union-Management meeting for all areas of discussion as set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

11/2/2 (BC, SPS, T) Notwithstanding the above, the Employer agrees to continue the existing health and safety committees in those departments where such committees are presently operating.

11/2/3 (~~CRASU~~) There shall be Union-Management meetings for the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

A. Local Union-Management meetings shall be held in each of the six regions of the Department of Health and Social Services subject to the provisions of this section. A maximum of three (3) bargaining unit Department of Health and Social Services employees shall be in pay status not to exceed eight (8) hours each per meeting to represent the ~~clerical-administrative support~~ employees of all divisional employing units (excluding institutions) in each region.

B. ~~Clerical-Administrative support~~ employees at the institutions shall continue to attend the existing local Union-Management meetings. The provisions of A. above shall not apply.

11/2/4 Where health and safety committees exist, there shall be a minimum of four (4) health and safety committee meetings per year for each agency unless mutually agreed upon otherwise, and that a representative from each affected bargaining unit shall attend without loss of pay.

11/2/4A Health and safety issues shall be considered at the regular Union-Management meetings a minimum of four (4) times per year unless mutually agreed upon otherwise.

11/2/5 (BC, ~~CRASU~~, T, SPS) All other aspects of the aforementioned meetings, including time and location, shall be determined by the local Union and local Management.

11/2/6 (BC, SPS, T) In those departments where there are no existing Union-Management meetings being held, both the necessity and frequency of such meetings shall be determined by the local Union and local Management. If such meetings are held, they shall be in accordance with paragraphs 11/2/1 and 11/2/10.

11/2/7 (PSS) The State agrees to hold Union-Management meetings as set forth below:

A. Department of Industry, Labor and Human Relations. Once each month (the monthly meeting may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s) not to exceed a total of five (5) bargaining unit employees. These meetings will be held at a mutually agreed upon time with the location to be alternated between the Madison and Milwaukee State Office Buildings.

B. Department of Health and Social Services

1. Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of:

a. the Division of Vocational Rehabilitation and

b. the Division of Community Services will meet with the designated Union representative(s) of each division not to exceed a total of three (3) bargaining unit employees from each division. The above monthly meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

2. Once each quarter (the quarterly meetings may be waived only by mutual agreement) the designated representative(s) of the Division of Health will meet with the designated Union representative(s) not to exceed a total of three (3) bargaining unit employees. The above quarterly meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building.

3. The designated representative(s) of a Division of Care and Treatment Facilities institutional employing unit will meet with a designated Union representative at the same Union-Management meeting as provided in paragraph 11/2/1.

4. Once each quarter, the designated representative(s) of the Division of Youth Services will meet with the designated Union representative(s) not to exceed a total of three (3) bargaining unit employees.

C. Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Department of Corrections will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employees, no more than three (3) from each of the following divisions: Division of Adult Institutions, Division of Intensive Sanctions, Division of Probation and Parole, and the Division of Program Services. The above monthly meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon. By mutual agreement of the parties, the composition of representation of the divisions can be changed.

D. All Other State Departments

1. Union-Management meetings for all other state departments will be by employing unit. For those employing units with ten (10) or more bargaining unit employees, Union-Management meetings will be on a quarterly basis, providing the Union submits a written agenda at least five (5) days prior to the proposed meeting. A total of up to three (3) bargaining unit employees may attend these quarterly meetings.

2. For those employing units with less than ten (10) bargaining unit employees, both the necessity and frequency of Union-Management meetings shall be determined by mutual agreement between the Union and local Management. If such meetings are held, up to three (3) bargaining unit employees may be in attendance.

11/2/8 Agenda

Items to be included on the agenda for the aforementioned Union-Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Disseminate general information of interest to the parties.
- C. ~~(BC, SPS, T, PSS) Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.~~ (ASU) To discuss and attempt to resolve issues including those referred to local labor/management meetings from the Master Bargaining Agreement.
- D. ~~(CRASU)~~ Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including day care and dependent care.
- E. Consider recommendations of the Health and Safety Committee on matters relating to the bargaining unit employees in the departments.
- F. Notify the Union of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.
- G. Discuss policies and programs affecting employees and clients. However, failure of the Employer to discuss changes in policies or programs prior to implementation or to adopt Union suggestions shall not prevent the Employer from making any changes.
- H. Whenever the Employer decides to reorganize any state agency or subdivision thereof which affects fifty (50) or more employees in a bureau or employing unit, the Union shall be given thirty (30) days advance notice whenever practicable and an opportunity to discuss and

confer with the Employer regarding that reorganization and its impact and effect on employes in the bargaining units.

I. (BC, T, ~~CRASU~~) Negotiate hours of work, work schedules and overtime assignments. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step ~~Four-Three~~ except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the Department of Employment Relations, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

J. (SPS) Negotiate hours of work, work schedules, overtime assignments and the procedures for the administrative investigation of citizen complaints. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, ~~Step Four-Three~~ except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the Department of Employment Relations, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

K. In the event VDT - CRT equipment is to be installed, the Employer shall notify the appropriate local Unions of the intent to install such equipment. Whenever possible, such notice will be given to the local Union at least thirty (30) days prior to the lease, purchase or acquisition of such equipment.

L. (~~CRASU~~) VDT-CRT concerns may be discussed, as either party desires, at local Union-Management meetings. When the agenda for local Union-Management meetings includes such concerns adequate time shall be allotted for such discussion. The following subjects may be discussed:

1. lighting,
2. vision care and examinations,
3. noise,
4. chairs,
5. desks,

6. footrests,
7. adjustable terminals and keyboards,
8. work environment design (wall cover, carpet, windows),
9. room temperature and training.

M. Decisions to institute major technological changes or significantly downsize an employing unit may be discussed at local Union-Management meetings.

When the Employer decides to make major technological changes directly affecting ten (10) or more employees in the bargaining units, the Employer will provide advance notice, ninety (90) days in advance if possible, to the Union. The following subjects may be discussed:

1. implementation plans,
2. new equipment installation,
3. transition plans,
4. training or retraining, and
5. placement of any displaced employees.

As mutually agreed, attendance at the Union-Management meetings discussing these subjects may be expanded to include a reasonable number of employees from affected organizational subunits not recognized as employing units for the purpose of Union-Management meetings. Such employees shall attend without loss of pay.

N. Discuss child/elder/dependent care issues including establishment of on-site centers.

O. Where meals are not currently being provided, meals (without charge) for employees held over to work four (4) or more additional hours will be discussed locally.

P. Discuss the administration of the Workers' Compensation law, specifically denials of benefits at the agency or lower level.

11/2/9 Cost of Union-Management Meetings

A. **(BC, T, SPS, ASU)** A maximum of three (3) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

Notwithstanding the above, those departments which currently provide that five (5) or more employees will be in pay status at the Union-Management meetings and such departments do not have a Health and Safety Committee, a maximum of five (5) bargaining unit employees shall

be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment. Under no circumstances will more than five (5) bargaining unit employees be in pay status at the Union-Management meetings.

~~B. (CR) Three (3) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.~~

EB. (PSS) Cost of Meetings for Professional Social Services bargaining unit employees, in accordance with the limitations set forth in 11/2/7, shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

EC. Two additional bargaining unit employees may attend these meetings in either non-pay status or by using paid leave time. Upon mutual agreement, more than two additional employees may attend these meetings as described directly above.

ED. Any travel and subsistence expenses incurred shall be the sole responsibility of the employee.

EE. Reasonable travel during an employee's regularly scheduled hours of employment shall be without loss of pay or benefits not to exceed a total of eight (8) hours for any one meeting which shall also include the time actually spent in the Union-Management meeting.

EF. (PSS) Travel during an employee's regularly scheduled hours of employment shall be on state time, not to exceed a total of eight (8) hours for any one meeting, which shall also include the time actually spent in the Union-Management meeting.

G. The Employer may allow employees to trade shifts or make other scheduling arrangements to attend Labor-Management meetings in pay status.

SECTION 3: Union-Management Meetings--Statewide

11/3/1 As mutually agreed, the Secretary of the Department of Employment Relations for the State of Wisconsin or his/her designee may meet with representatives of AFSCME Council 24.

Discussions at these meetings shall include, but shall not be limited to, administration of this Agreement.

SECTION 4: Notice of Promotional Exams

11/4/1 The Employer shall post, on the appropriate bulletin board, notices of all promotional examinations for bargaining unit positions within the employing unit(s) involved and shall supply

the Union with ten (10) copies of such notices. The parties agree the above notices are for informational purposes only.

11/4/2 (SPS) Security and Public Safety employees whose work site is their home and who file a written request to their department will have sent to them, by the Employer, notice of promotional opportunities which exist within the Security and Public Safety bargaining unit for their department. Such notices shall be for informational purposes only.

SECTION 5: Uniforms

11/5/1 The present practices pertaining to uniforms within each department shall be continued for the duration of this Agreement. In those locations where monetary allowances for uniforms are presently being provided, changes in the reimbursement rate shall be a subject for discussion and local negotiation pursuant to Article XI, Section 2.

11/5/2 (BC, ~~CRASU~~, T, SPS) For the purposes of this Section, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

11/5/3 (BC, ~~CRASU~~, T, SPS) If the Employer desires, additional uniforms may be required. If required, the uniforms shall be paid for or furnished by the Employer.

SECTION 6: ~~Damaged Clothing~~ Personal Property

11/6/1 The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ~~five dollars (\$5.00)~~ ten dollars (\$10.00) or less.

11/6/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed \$75 per watch.

~~11/6/3 (BC, SPS, T, PSS) The value of such articles shall be determined at the time damage occurs.~~

11/6/4 ~~(CR)~~ The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

~~11/6/5~~ When a Probation and Parole Agent is required to use his/her personal vehicle to transport a client, they shall be reimbursed by the Employer for the cost of repairing any damage to or cleaning of their vehicle that is directly caused by the client.

SECTION 7: Work Rules

11/7/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The reasonableness of the newly established work rule(s) or amendment(s) to existing work rule(s) may be grieved beginning at the ~~3rd~~^{2nd} step of the grievance procedure.

11/7/2 For purposes of this Article, work rules are defined as and limited to:

"Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees as it affects their employment except that the Employer may enforce these rules outside the normal work hours when the conduct of the employe would prejudice the interest of the State as an Employer."

11/7/3 (BC, T, SPS, PSS, ASU) It is understood that records of work rule violations which did not involve criminal violations will be removed from the employe's personnel file(s) if there are no other violations within twelve (12) months after the violation.

~~11/7/4 (CR)~~ It is understood that records of work rule violations which did not involve criminal violations will be removed upon an employe's request from the employe's personnel file(s) if there are no other violations within twelve (12) months after the violation.

11/7/54 Work rules are to be interpreted and applied uniformly to all employes under like circumstances. The reasonableness of work rules, which includes both the application and interpretation, may be challenged through the grievance procedure contained in this Agreement.

11/7/65 New or revised written policies that reference disciplinary consequences for failure to comply with the policies will be provided to the union at the same time that they are distributed to affected employes.

SECTION 8: Inclement Weather

FLSA NON-EXEMPT EMPLOYEES

11/8/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current work week (including Saturdays if the employe's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employe for make-up time, the employe may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employe elects leave without pay, there shall be no proration of benefits.

11/8/2 When the Employer approves employe requests not to report for work or allows employes to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employe is absent will be charged to vacation, holiday or compensatory time credits or leave without pay or the employe may make-up time lost on that day, as the employe requests. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employe's work unit is in operation). If the employe elects leave without pay, there shall be no proration of benefits.

FLSA EXEMPT EMPLOYEES

11/8/3 Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current or next pay period as scheduled by the Employer. Make-up shall be at the regular rate of pay.

11/8/4 When the Employer approves employe requests not to report to work or allows employes to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employe is absent will be charged to vacation, personal holiday or compensatory time credits or the employe may make-up time lost on the day, as the employe requests. Make-up shall be at the regular rate of pay as scheduled by the Employer and shall be

worked during the pay period in which the emergency situation occurs or the subsequent pay period.

ALL EMPLOYEES

11/8/5 When an employe is making up time under the provisions of this section, the employe will receive the applicable differentials which are appropriate for those hours actually worked to make-up the time.

11/8/6 When the agency head (or their authorized designee(s)) directs the employes to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employe will be compensated at the employe's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternate work, if possible, prior to directing the employe(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employes home or not to report to work under this provision. Any questions on who has this authority should be directed to the employe's immediate supervisor.

11/8/7 Starting of automobiles during cold weather will be a subject of local negotiations.

SECTION 9: Distribution of Pay Checks

11/9/1 The Employer agrees to continue its present departmental practices relating to the distribution of pay checks. Pay checks will be distributed in a confidential manner. All pay checks that are mailed will be mailed first class. When a regular payday falls on a holiday (including bank holidays) the Employer will distribute and date pay checks the day before the holiday.

SECTION 10: Chauffeurs, School Bus and Commercial Drivers Licenses

11/10/1 The Employer shall pay the cost of any chauffeur, school bus and/or commercial drivers licenses for employes who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion.

The Employer will provide all current employes required to have commercial motor vehicle driving license with the manual and regulations pertaining to that license.

In the event a current employe is unable to pass the commercial motor vehicle drivers license exam(s) by April 1, 1992, the Employer will make a good faith effort to place the employe

in another position for which the employe is qualified. If that position is at a pay level less than the employe is presently receiving, the employe's pay rate will be red-circled. Any fee for the commercial motor vehicle drivers license which is in excess of that now being paid by an employe for a regular and/or chauffeur license shall be borne by the Employer. Employes shall be allowed time off without loss of pay to take the initial written and/or driving skills test.

Employes who are unable to pass the written test will be allowed to attend, without loss of pay, training designed to assist the employe in passing the written test. If such training is not provided by the Employer, the employe will be allowed to attend one (1) such Employer-approved training program without loss of pay. The employe will be reimbursed for program costs upon passing the written test.

SECTION 11: Advisory Training Committee

11/11/1 A joint Management-Union Advisory Training Committee may be established when impending layoffs are verified. This Committee will consist of three (3) members of management (two of which are Departmental representatives) and the third member as designated by the Secretary of the Department of Employment Relations, and three (3) members representing the Union designated by AFSCME, Council 24, Wisconsin State Employees Union. Either party may substitute membership depending on the nature and location of the layoff.

11/11/2 The Committee will review the capabilities of the affected employes, departmental needs, suggest jobs for which training may be appropriate, and recommend training programs to the affected departments. Union members will receive time off without loss of pay for attendance at such meetings.

SECTION 12: Training

11/12/1 (BC, CRASU, T, SPS) In-Service-Training

When an employe's attendance at job related educational activities is directed by the Employer, such attendance, including travel time, will be without loss of pay and at the Employer's expense. Job related educational activities are those activities which aid the employe to acquire, improve or update a skill which is needed in her/his current position and necessary to acceptable job performance.

11/12/2 (BC, CRASU, T, SPS) Meetings

~~An employe may be granted~~ When requested, the Employer will make a reasonable effort to grant two (2) days each fiscal year at the Employer's discretion to attend meetings, conventions, certification exams, institute seminars or workshops related to the advancement of the employe's job or career development. Such time off may be without loss of pay as determined by the Employer. In making such determination, the Employer shall take into consideration the type of function attended and the purpose of attendance. Travel expenses may also be paid to the employe at the discretion of the Employer. When such absences are approved by the Employer without pay, the time off may be charged to leave of absence without pay, vacation credits, or holiday credits as the employe may elect.

11/12/3 (BC, CRASU, T, SPS) Educational Leaves of Absence

Employes covered by this Agreement shall be granted a full-time educational leave of absence without pay for a specific period of time up to one year. To qualify for such an educational leave, the employe must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Such employe may return early from such a leave upon approval by the Employer. The Employer may grant a leave of absence in accordance with 13/8/1.

11/12/4 (BC, CRASU, T, SPS) The Employer shall grant the employe's request for an educational leave of absence. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

- A. Operational needs of a department.
- B. Number of employes availing or scheduled to avail themselves of educational leaves.
- C. Availability of qualified replacements.
- D. Adequate advanced notice from the employe.

11/12/5 (BC, CRASU, T, SPS) The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

11/12/5A (BC, CRASU, T, SPS) The Employer may grant time off without pay for a specific period of time for educational purposes in the state higher educational system, state private

accredited higher educational system, or area technical college system. If the time off is approved, the employe will notify his/her supervisor in advance of course registration in order to arrange for scheduling of hours to meet operational needs.

11/12/6 (BC, ~~CRASU~~, T, SPS) Career-Related Education

The Employer shall allow for a system of career related education at the request of the employe on the following basis:

When admitted in an educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System, an employe shall be granted time off without pay, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. Seventy five percent (75%) of tuition costs and fees will be reimbursed by the Employer, to the employe, if still employed, upon successful completion of approved courses. Prior to commencement of any career-related courses, the employe shall seek and receive advance authorization from his/her supervisor and from the appointing authority for enrollment in career related courses. After such written approval has been received from the appointing authority or his/her designee, such approval will not be rescinded except for unanticipated emergencies. Career related training and educational activities are those that aid an employe in progressing to any class or class series within the bargaining unit within the agency or for lateral movement to a position in a counterpart pay range within the agency. For the following departments, independent agencies and constitutional offices, career related training and educational activities are those that aid an employe in progressing to any class or class series within the bargaining unit within State Service.

- A. All independent agencies
- B. All constitutional offices
- C. Military Affairs
- D. Regulation and Licensing
- E. Department of Development
- F. Employment Relations

For purposes of operational needs and program continuity, management reserves the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time.

11/12/7 Required Training (T)

The Employer agrees to ~~pay tuition costs up to \$250 per certification period for continuing education costs to meet and allow time off, without loss of pay, for continuing education to meet and~~ maintain licensure for Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA). Time for such certification will be without loss of pay for each year of the contract.

11/12/8 (BC, CRASU, T, SPS) The provisions of this section represent the minimum standards for in-service training, meetings, educational leaves of absence and career related education as provided in said section. Heads of departments and chancellors of the University of Wisconsin System which choose to exceed these standards may do so. This is an appropriate subject of discussion for Union-Management meetings. The Employer will consider implementing programs which exceed the standards based on these decisions.

SECTION 13: Professional Development for Social Services Unit

11/13/1 (PSS) Employer Directed Training

When an employe's attendance at either on-site or off-site training sessions is directed by the Employer, such attendance, including travel time, shall be without loss of pay and at the Employer's expense.

11/13/2 (PSS) Professional Meetings

An employe shall be granted sixteen (16) hours without loss of pay each fiscal year at the employe's discretion, regardless of sponsorship, to attend professional meetings, conventions, certification exams, institute seminars, continuing education, or work shops related to the advancement of the employe's professional development. At the sole discretion of the Employer, travel expenses may also be paid to the employe and additional time off, with or without loss of pay, may be granted for the purposes mentioned above.

11/13/3 (PSS) Professional Works or Papers. Employes chosen to present works or papers at international, national, or regional conventions or conferences shall be allowed to do so for a maximum of one day each year during the term of the contract without loss of pay.

11/13/4 (PSS) Those professional employes identified as FLSA exempt shall be allowed to use the total twenty-four (24) hours without loss of pay each fiscal year granted under 11/13/2 and 11/13/3 above for any of the purposes enumerated in those subsections.

11/13/45 (PSS) Educational Leave-of-Absence. Employes covered by this Agreement shall be granted a full-time educational leave-of-absence without pay. Full time student status shall be determined by the established requirements of the educational institution. Such leaves shall be granted for career related professional development and educational purposes only. The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial. Such employe may return early from such a leave upon approval by the Employer.

11/13/56 (PSS) On-Going Education. In order to provide for career related professional advancement, the Employer shall provide for a system of ongoing education at the request of the employe on the following basis:

11/13/67 (PSS) When enrolled in an educational program in the State Higher Education System, the employe may carry a seventy percent (70%) work load at seventy percent (70%) of pay and benefits. If an employe is enrolled in an educational program in the State Higher Education System and the employe is carrying seventy percent (70%) work load at seventy percent (70%) of pay and benefits, the Employer shall reimburse the employe for seventy-five percent (75%) of tuition and books.

11/13/78 (PSS) When enrolled in an educational program in the State Higher Educational System, an employe shall be granted the time, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. The Employer may at its discretion allow time off with or without pay for non-career related educational purposes.

11/13/82 (PSS) The provisions of paragraphs 11/13/4, 11/13/5 and 11/13/6 apply only to those cases where the courses are held and conducted within the physical boundaries of the State of Wisconsin.

11/13/910 (PSS) Notice of Reorganization. Whenever the Employer decides to reorganize any state agency or subdivision thereof, the Union shall be given thirty (30) days advance notice and

an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employees in the bargaining units.

SECTION 14: Personnel Files

11/14/1 An employe shall, upon written request to his/her agency or department, within a reasonable time, have an opportunity to review his/her personnel file(s) in the presence of a designated management representative during the employe's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employe when reviewing his/her personnel file(s). Alternatively, an individual employe may authorize a designated grievance representative or an AFSCME Council 24 field representative to review the employe's personnel file(s) on the employe's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the agency or department within a reasonable time prior to the review of the file(s). However, neither employes nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

11/14/2 A copy of any material placed in an employe's file(s) which may affect his/her present job performance evaluation shall be immediately presented to the employe involved.

11/14/3 All work rule violations which did not involve criminal violations will be immediately removed from the employe's official personnel file(s) as stated in 11/7/3 (work rules). When these work rule violations are removed from a personnel file at the request of the employe said material will be given or sent to the employe. When the employe's work location is different than the location of the personnel file the request for removal shall be in writing.

11/14/4 (SPS - State Patrol Only) It is understood performance (incident) reports will be removed upon an employe's request from personnel file(s) after the current year and one full calendar year following the date of the incident. Labor and management may continue to discuss performance reports locally to arrive at an agreement different than that stated above.

SECTION 15: Contracting Out

11/15/1 When a decision is made by the Employer to contract or subcontract work normally performed by employes of the bargaining unit, the state agrees to a notification and discussion with the local Union at the time of the Request for Purchase Authority (RPA) but not less than

thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from the state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child caring institutions, and services under s.46.036, Stats.) If an employee is involuntarily transferred or reassigned as a result of subcontracting, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay.

SECTION 16: Liability Protection

11/16/1 The employees of these bargaining units are covered by the provisions of Wis. Statutes s. 895.46.

SECTION 17: P.E.O.P.L.E. Deductions

11/17/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union the Employer will deduct from the pay to such employees those P.E.O.P.L.E. contributions authorized by the employee.

11/17/2 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

11/17/3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 18: Parking

11/18/1 (T) Free parking shall be allowed at the U.W. Hospital visitors parking lot for U.W. Hospital Operating Room Scrub Assistants who are called for emergency situations.

SECTION 19: Affirmative Action

11/19/1 The Union recognizes that the Employer is actively engaged in an affirmative action program, fully supports the concepts of such a program and will assist in any way possible in the meeting of the objectives of such a program in order to promote and encourage the full utilization of human resources in state service. The Employer agrees to provide Council 24 with sixty (60)

copies of the "Wisconsin State Government Affirmative Action Plan Versus Performance Report" whenever said report is issued. Similar performance reports on Affirmative Action programs for the University of Wisconsin System shall also be provided to Council 24 for distribution to the local unions on the campuses. At the written request of the local Union, the appointing authority or his/her designee shall furnish a copy of the agency or department affirmative action plan, performance report, or relevant and readily available affirmative action information, the release of which is not prohibited by state or federal law, within five (5) working days, if possible, to the local Union. In those departments which have or create affirmative action committees, such information shall be a topic for discussion. In those departments which do not have or create an affirmative action committee, such information shall be a topic of Union-Management meetings.

11/19/2 In those departments which have or create affirmative action committees, the WSEU shall appoint two (2) employees of the department to each of the committees to represent all WSEU bargaining units without loss of pay. One additional person without loss of pay may be added to the committee by mutual consent.

SECTION 20: Blood Donations

11/20/1 The Employer agrees to continue the current practices on the release of employees for blood donation provided there is the continued availability of blood donation equipment. In those instances where on-site blood donation equipment is not available any arrangements for donating blood may be discussed at local Union-Management Meetings. Employees who donate blood shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

11/20/2 Employees who donate blood for the purpose of pheresis donations will be released from work and continued in pay status during their scheduled hours of work for the time needed to make said donation.

SECTION 21: Employing Unit Designations

11/21/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator, Division of Merit Recruitment and Selection, and the head of the agency(ies) involved or their designee(s) regarding such change in employing unit(s).

SECTION 22: Employee Assistance

11/22/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known by the Employer and/or the Union.

Where the department-appointed EAP coordinator is in the employee's immediate chain of command, the employee may seek assistance from another coordinator outside his/her chain of command. Employees and EAP coordinators will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services. The Employer agrees it will endeavor to appoint volunteer EAP resource coordinators on all shifts. If an employee feels he/she is in need of immediate employee assistance and no resource coordinator is available on his/her shift, the employee will be permitted to contact an off-duty resource coordinator by telephone for the purpose of immediate consultation and assistance.

The Employer will include information on employee assistance programs as part of its orientation program for employees. Annually, each department shall provide its employees with a listing of department employee assistance coordinators and available resources.

11/22/2 Where the Employer becomes aware that an employee has personal problems adversely affecting his/her work performance and/or attendance the Employer will notify the Union. The parties will attempt to resolve the problem with the employee.

11/22/3 Such notification and subsequent involvement, if any, of the parties to this Agreement will in no way detract, alter, or modify the rights and obligations of the parties recognized in other provisions of this Agreement. Employee participation in the Employee Assistance Programs will not be the basis for discipline. An employee, however, will not be immune from discipline for work rule violations while participating in such programs.

11/22/4 The Employer encourages the establishment of departmentwide or employing unit Employee Assistance Advisory Committee(s). Where such committees are formed or currently

exist, the Union may designate one representative to serve on such committee(s) without loss of pay.

SECTION 23: Child Care

11/23/1 Upon request of the local Union, the Employer will make available to employees, information and material related to child care and family issues. This information will be placed in a centralized, clearly designated area.

11/23/2 The Union may appoint one member to represent all WSEU bargaining units to each existing and/or new on-site child care committee. In the event that the on-site child care committee covers two or more employing units covered by two or more different locals, the locals may appoint one additional member to the committee for a maximum of a total of two (2) employee members. Participation in these committees shall be without loss of pay.

SECTION 24: Employees' Organizational Activities for Professional Social Services Unit

11/24/1 The Employer shall permit the employee organizational activities on the Employer's premises and the use of the Employer's facilities. Use of such facilities including the use of meeting rooms shall not take place during normal working hours and shall be on the same fee basis as is permitted other organizations.

SECTION 25: Whistleblower

11/25/1 The Employer agrees to abide by the provisions of Subchapter III of Chapter 230 regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

SECTION 26: Quality Committees

11/26/1 Quality Committees: Where the Employer creates or has created one or more quality committees, the members of such committees shall be appointed and serve at the discretion of the Employer, except that one member of each such committee shall be a represented employee designated by the Union from the affected work area(s) and shall serve without loss of pay. Such committee(s) are those which meet on a regular basis for the purpose of identifying, analyzing, and recommending solutions to employee/employer concerns about the work product of the affected work area. Topics of discussion in quality committees as identified in this paragraph do not include discussion topics mandated under the Master Agreement or Ch. 111.80, Wis. Stats.

~~11/26/2 Committees created by the Employer considered to be other than quality committees that include WSEU represented employees will not include on the agenda discussion topics mandated under the Master Agreement or Ch. 111.80, Wis. Stats. The local union(s) shall be given an opportunity to appoint one employe from each of the affected bargaining unit(s) in the work area(s) who shall serve without loss of pay.~~ Other Committees: Where the Employer creates other committee(s) that meet on a regular basis, with represented employes on it, and the subject of the committee(s) has a direct affect on WSEU employes, the members of such committee(s) shall be appointed and serve at the discretion of the Employer, except that one (1) member from each affected bargaining unit shall be designated by the local union, and serve without loss of pay. Topics of discussion in these committee(s) will not include topics mandated under the Master Agreement, or Chapter 111.80, Wis. Stats., but may include identifying, analyzing and recommending changes or solutions to employe/Employer concerns about the work product or the affected work area.

SECTION 27: Arrest/Conviction Record

11/27/1 The pre-employment arrest/conviction record of a current bargaining unit employe with permanent status shall not be used by the Employer as a basis for removing the employe from his/her existing position or disallowing movement to another position unless the Employer can demonstrate that the employe falsified or withheld information or there is a substantial relationship between the arrest/conviction and the circumstances of the employe's existing position or the position to which the employe requests to move that is detrimental to the Employer.

SECTION 28: Nurse Aide Registration

11/28/1 (T) At State institutions where nurse aide registration is required, the Employer will recognize employes as eligible to perform the duties of an aide who have been grandfathered or have completed a program that has been deemed by the Division of Health.

11/28/2 (T) At State institutions where registration is required, and the institution's training program is not deemed by the Division of Health, employes who are not placed on the registry will be afforded the opportunity to receive training to qualify for placement on the registry. If such training is not provided by the Employer, employes will be reimbursed after satisfactory completion for appropriate training from accredited sources.

11/28/3 (T) In the event an employe is unable to initially qualify for the registry, the Employer will make an effort to place the employe in a position for which the employe is qualified. If that position is at a pay level less than the employe is presently receiving, the employe's pay rate will be red-circled.

11/28/4 (T) Fees connected with placement on the registry will be paid by the Employer.

ARTICLE XII

Wages

SECTION 1: Wage Adjustments

12/1/1 The Employer agrees to provide employees covered by this Agreement the ~~general wage adjustments and/or lump sum wage payments~~ as set forth below:

12/1/2 A. First Fiscal Year

~~1. General Wage Adjustment. Effective the first day of the pay period following the effective date of the Agreement, the Employer will increase the then current base pay rate of each employee in pay status on that date by one and one-half percent (1.5%).~~

~~2. Grid Implementation for Security and Public Safety (SPS). Effective the same date as, and subsequent to, the application of the General Wage Adjustment, the Employer will implement the grid set forth in Appendix 2-SPS as follows:~~

~~a. Subject to b., below, the base pay of each employee in pay status on the grid effective date in the SPS bargaining unit will be set at the grid rate for the employee's class that corresponds to the employee's full years of seniority as of June 30, 1993.~~

~~b. If an employee's base pay exceeds the grid rate that is appropriate for the employee's seniority level, the employee will retain his/her current base pay rate.~~

~~c. Effective the day following the effective date of grid implementation, all personnel transaction pay adjustments for employees of the SPS bargaining unit will be determined in accordance with the provisions set forth in Appendix 5.~~

1. FY 1995-96 Grid Implementation

Effective the beginning of the first pay period following the effective date of the Agreement, the Employer will implement the grids set forth in Appendix #1 as follows:

a. Subject to b., below, the base pay of each employee in pay status on the effective date will be set at the grid rate for the employee's class that corresponds to the employee's full years of seniority as of June 30, 1995.

b. If an employee's base pay exceeds the grid rate that is appropriate for the employee's seniority level, the employee will retain his/her current base pay rate.

2. FY 1995-96 Grid-Related Lump Sum Payments

Subject to e. through g., below, employees who are in pay status on the effective date of the FY 1995-96 grid implementation will receive the appropriate grid-related lump sum payment under a. through d., below.

a. Employees with base pay rates immediately prior to grid implementation that are equal to or greater than the FY 1995-96 grid rate for their grid seniority level or equal to or greater than the FY 1995-96 grid endpoint, will receive a lump sum fiscal year payment under (1) or (2), below. Employees with base pay rates immediately prior to grid implementation that are equal to or greater than the FY 1995-96 PSICM rate for their pay schedule and range, and whose grid seniority is less than the lowest grid seniority level for the applicable grid will also receive a lump sum payment under (1) or (2), below:

(1) (ASU, BC, SPS, T) The amount specified for the employee's pay schedule and pay range as provided in Appendix #1.

(2) (PSS) An amount equal to one percent (1%) of the employee's base pay times 2088.

b. (ASU, BC, T) Employees who receive a grid implementation adjustment of less than a full grid step for the pay range will receive a lump sum fiscal year payment equal to the difference between the value of the grid step and the amount the employee actually received as a grid-implementation adjustment, times 2088.

c. (PSS) Employees with twenty-two (22) or more full years of seniority as of June 30, 1995 who receive a grid-implementation adjustment to the grid endpoint of less than a full grid step for the pay range will receive a lump sum fiscal year payment equal to the difference between the value of one percent (1%) of the employee's base pay prior to application of the grid implementation adjustment, and the amount actually received as a grid implementation adjustment, times 2088.

d. (ASU) One-time ASU Lump Sum Payment. Employees with three (3) or more full years of seniority as of June 30, 1995, and with seniority dates of 7/1 through 8/21, will receive an additional one-time fifty dollars (\$50) lump sum payment in acknowledgment of the effect on their grid movement of changing the grid seniority date from 8/21 to 6/30.

e. The grid-related lump sum payments under a. through c. above, will be pro-rated for purposes of crediting WRS earnings in accordance with the applicable ETF administrative provisions relating to payments for services rendered. (See Appendix #1 for more information.

f. The grid-related lump sum payments made under a. through d., above, will be pro-rated by the employe's budgeted FTE status on the effective date of the FY 1995-96 grid implementation.

g. The grid-related lump sum payments will be made as soon after the effective date of the FY 1995-96 grid implementation as is administratively feasible.

h. Employees who are not in active pay status on the effective date of the FY 1995-96 grid implementation and who return from an approved leave of absence or layoff from a bargaining unit(s) position during the term of this Agreement will receive any FY 1995-96 fiscal year lump sum payment for which they would otherwise have been eligible if they have any paid hours in a bargaining unit(s) position in that fiscal year, i.e., June 25, 1995 to July 7, 1996. The lump sum payment will be based on the classification from which the employe's restoration rights are derived and pro-rated based on the employe's budgeted FTE at the time the employe was laid off or began the leave of absence.

~~3. FY 1993-94 Pay Schedule Implementation. Following application of the FY 1993-94 general wage adjustment and grid implementation set forth in 1. and 2. above, the FY 1993-94 pay schedules specified in Appendix 1 will be implemented.~~

B. Second Fiscal Year

~~1. General Wage Adjustment. Effective June 26, 1994, the Employer will increase the then current base pay rate of each employe in pay status on that date by two and one-half percent (2.5%).~~

~~2. FY 1994-95 Pay Schedule Implementation. Following application of the FY 1994-95 general wage adjustment in 1., above, the FY 1994-95 pay schedules specified in Appendix 3 will be implemented.~~

~~3. Grid Implementation. Effective August 21, 1994, the Employer will implement the grids set forth in Appendix 4 as follows:~~

~~a. Subject to b., below, the base pay of each employe in pay status on the effective date will be set at the grid rate for the employe's class that corresponds to the employe's full years of seniority as of June 30, 1994 (SPS) (PSS), or August 21, 1994 (CRASU)(BC)(T).~~

~~b. If an employe's base pay exceeds the grid rate that is appropriate for the employe's seniority level, the employe will retain his/her current base pay rate.~~

~~c. Effective August 22, 1994, all personnel transaction pay adjustments for employes of all of the bargaining units covered by this Agreement will be determined in accordance with the provisions set forth in Appendix 5.~~

1. FY 1996-97 Grid Implementation

Effective July 7, 1996, the Employer will implement the grids set forth in Appendix #2 as follows:

a. Subject to b., below, the base pay of each employe in pay status on the effective date will be set at the grid rate for the employe's class that corresponds to the employe's full years of seniority as of June 30, 1996.

b. If an employe's base pay exceeds the grid rate that is appropriate for the employe's seniority level, the employe will retain his/her current base pay rate.

2. FY 1996-97 Grid-Related Lump Sum Payments

Subject to d. through f., below, employes who are in pay status on the effective date of the FY 1996-97 grid implementation will receive the appropriate grid-related lump sum payment under a. through c., below:

a. Employes with base pay rates immediately prior to grid implementation that are equal to or greater than the FY 1996-97 grid rate for their grid seniority level or equal to or greater than the FY 1996-97 grid endpoint, will receive a lump sum fiscal year payment under (1) or (2), below. Employes with base pay rates immediately prior to grid implementation that are equal to or greater than the FY 1996-97 PSICM rate for their pay schedule and range, and whose grid seniority is less than the lowest grid seniority level for the applicable grid will also receive a fiscal year lump sum payment under (1) or (2), below:

(1) (ASU, BC, SPS, T) The amount specified for the employe's pay schedule, pay range, and classification, where applicable, as provided in Appendix #2.

(2) (PSS) An amount equal to two percent (2%) of the employee's base pay times 2088.

b. (ASU, BC, T) Employees who receive a grid implementation adjustment of less than a full grid step for the pay range will receive a lump sum fiscal year payment equal to the difference between the value of the grid step and the amount the employee actually received as a grid-implementation adjustment, times 2088.

c. (PSS) Employees with twenty-two (22) or more full years of seniority as of June 30, 1996 who receive a grid-implementation adjustment to the grid endpoint of less than a full grid step for the pay range will receive a lump sum fiscal year payment equal to the difference between the value of two percent (2%) of the employee's base pay prior to application of the grid implementation adjustment, and the amount actually received as a grid implementation adjustment, times 2088.

d. The grid-related lump sum payments made under a. through c., above, will be pro-rated for purposes of crediting WRS earnings in accordance with the applicable ETF administrative provisions relating to payments for services rendered. (See Appendix #2 for more information.)

e. The grid-related lump sum payments made under a. through c., above, will be pro-rated by the employee's budgeted FTE status on the effective date of the FY 1996-97 grid implementation.

f. The grid-related lump sum payments will be made as soon after the effective date of the FY 1996-97 grid implementation as is administratively feasible.

g. Employees who are not in active pay status on the effective date of the FY 1996-97 grid implementation and who return from an approved leave of absence or layoff from a bargaining unit(s) position during the term of this Agreement will receive any FY 1996-97 fiscal year lump sum payment for which they would otherwise have been eligible, if they have any paid hours in a bargaining unit(s) position in that fiscal year, i.e., July 7, 1996, to July 5, 1997. The lump sum payment will be based on the classification from which the employee's restoration rights are derived and pro-rated based on the employee's budgeted FTE at the time the employee was laid off or began the leave of absence.

3. (T) One-Time Lump Sum Fiscal Year Payment for Dental Assistants

On December 22, 1996, employees in pay status in positions allocated to the Dental Assistant classification will receive a one-time \$800 lump sum payment, pro-rated on the basis of the employee's budgeted FTE status on that date. The payment will be made as soon as administratively feasible after the effective date of the payment. This payment will be pro-rated for purposes of crediting WRS earnings in accordance with the applicable ETF administrative provisions relating to payments for services rendered (See Appendix #4 for more information.)

12/1/3 Former Employees Eligible for the FY 1993-94 General Wage Adjustment 1995-96 Grid Adjustments and/or Lump Sum Payments.

Any former employee who retired from or died while serving in a position in a WSEU the bargaining unit(s) during the period from June 27, 1993-June 25, 1995 to the effective date of the FY 1993-94 General Wage Adjustment grid implementation in the first fiscal year is eligible to receive the FY 1993-94 General Wage Adjustment as set forth in Section 1 grid adjustment and/or applicable grid-related lump sum payments as set forth in 12/1/2 A. of this Article.

12/1/4 Employees Not Eligible for The FY 1993-94 General Wage Adjustments 1995-96 Grid-Related Lump Sum Payments.

Those employees who have previously been considered for or received a FY 1993-94 1995-96 wage adjustment or corresponding lump sum payment shall will not be eligible for the FY 1993-94 general wage adjustment or lump sum wage payments as set forth in Section 1 of this Article 1995-96 grid-related lump sum payments as set forth in 12/1/2 A. of this Article. Any such employee who receives a grid implementation adjustment under 12/1/2 A. will not be eligible for the lump sum payment related to the delay in the FY 1995-96 grid implementation.

12/1/5 In those cases where a personnel transaction moves an employee, who was employed on June 27, 1993, into one of the bargaining unit(s) after the effective date of the FY 1993-94 general wage adjustment provided under this Agreement and the movement results in non-receipt of a FY 1993-94 general wage adjustment, the employee shall be granted a pay adjustment equal to the FY 1993-94 general wage adjustment provided under this Agreement.

12/1/65 Lump Sum Wage Payments for Delay in Implementing the FY 1993-94 General Wage Adjustment 1995-96 Grid.

Eligible employees ~~shall will~~ receive a lump sum wage ~~grid~~ payment in an amount equal to one and one-half percent (1.5%) of the employee's base pay rate on June 27, 1993, times the number of his/her hours in pay status in all of the WSEU bargaining units between June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment specified in Article XII, Section 1, of this Agreement. The lump sum wage payment (and if applicable, the lump sum grid payment under 12/1/7), shall be made in a separate check as soon after the effective date of the Agreement as is administratively feasible. the adjustment an employee receives upon FY 1995-96 grid implementation, times the number of his/her hours in pay status in the bargaining unit(s) between June 25, 1995, and the effective date of the grid implementation in the first fiscal year, specified in Section 1 of this Article.

The following employees ~~shall will~~ be eligible:

A. Employees who were at all times in the bargaining unit(s) between June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment in pay status on the effective date of the FY 1995-96 grid implementation in a position in the bargaining unit(s).

B. Employees who left the bargaining unit(s) for other state employment between June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment Former employees of the bargaining unit(s) who retired from or died while serving in a bargaining unit(s) position between June 25, 1995, and the effective date of the FY 1995-96 grid adjustment. These employees will also be eligible for any lump sum fiscal year adjustment which they would otherwise have been eligible to receive.

C. Employees who were laid off from the bargaining unit(s) or returned from layoff to the bargaining unit(s) after June 27, 1993, and before the effective date of the FY 1993-94 general wage adjustment in the bargaining unit(s) who began a leave of absence or were laid off after June 25, 1995, and before the effective date of the FY 1995-96 grid implementation. Employees will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.

D. Employees hired into the bargaining unit(s) between June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment who did not receive and were not eligible for

~~consideration for a FY 1993-94 state wage adjustment. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.~~

~~E. Former employees of the bargaining unit(s) who retired (including disability and 40.65) from state service or died between June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment.~~

~~F. Employees in the bargaining unit(s) who are on, or returned from, a leave of absence between June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment. Employees who went on a leave of absence from a position in the bargaining unit(s) after June 27, 1993, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.~~

~~For the purposes of calculating employee benefits (including but not limited to 40.65, income continuation, sick leave credit conversion, retirement and life insurance), the lump sum wage payment shall be considered as salary or wages earned during the period commencing June 27, 1993, and the effective date of the FY 1993-94 general wage adjustment.~~

~~12/1/7 Lump Sum Grid Payments for Delay in Implementing the Security and Public Safety (SPS) Grid in the First Fiscal Year~~

~~Eligible employees shall receive a lump sum grid payment in an amount equal to the adjustment an employee receives upon grid implementation, times the number of his/her hours in pay status in the SPS bargaining unit between August 22, 1993 and the effective date of the SPS grid in the first fiscal year, specified in Section 1 of this Article.~~

~~The following employees shall be eligible:~~

~~A. Employees in pay status on the effective date of the SPS grid implementation in a position in the SPS bargaining unit.~~

~~B. Former employees of the SPS bargaining unit who retired from or died while serving in an SPS bargaining unit position between August 22, 1993 and the effective date of the FY 1993-94 SPS grid implementation.~~

~~For the purposes of calculating employee benefits (including but not limited to 40.65, income continuation, sick leave credit conversion, retirement, and life insurance), the lump sum grid payment shall be considered as salary or wages earned during the period commencing August 22, 1993 and the effective date of the FY 1993-94 SPS grid implementation.~~

~~12/1/8 Former Employees Eligible For An Adjustment Upon Implementation of the SPS Grid In The First Fiscal Year:~~

~~Any former employee who retired from a position in the SPS bargaining unit during the period from August 22, 1993 to the effective date of the SPS grid implementation in the first fiscal year is eligible to receive the grid adjustment as set forth in Section 1 of this Article. Such adjustment will be granted following application of the FY 1993-94 General Wage Adjustment.~~

SECTION 2: Recruitment Rates

12/2/1 In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Hiring Rates (RHR) for recruitment, the Employer will notify the Union before implementation.

SECTION 3: Pay Period

12/3/1 Each employee covered by this Agreement shall be paid on a biweekly basis.

SECTION 4: Shift Differential

12/4/1 The Employer agrees to pay a shift differential of \$.30 (thirty cents) per hour for all hours worked between the hours of 6:00 p.m. and 12:00 midnight in accordance with paragraph 12/4/2.

12/4/2 To qualify for this shift differential, an employee must work a minimum of two hours on a shift during the period between 6:00 p.m. and 1:00 a.m.

12/4/3 The Employer agrees to pay a shift differential of \$.30 (thirty cents) per hour for all hours worked between the hours of 12:00 midnight and 6:00 a.m.

12/4/4 Weekend Differential: The Employer agrees to pay a weekend differential of \$.45 (forty-five cents) per hour for all hours worked between the hours of 12:01 a.m. on Saturday and 12:00 midnight on Sunday.

12/4/5 Employees shall be paid one and one-half (1-1/2) times the base rate plus applicable differentials for overtime pay purposes.

SECTION 5: Flight Pay

12/5/1 (T, SPS) Any employee required to pilot an aircraft as a portion of his/her assigned duties shall receive as additional pay \$5.00 for each hour of aircraft log time during which this duty is performed unless:

A. His/her current classification* and job specification already includes this duty as a regularly assigned duty of the job, or

B. The time spent in flying the air craft is a casual occurrence solely for the purpose of arriving at a destination and not a part of a regular duty assignment.

No additional compensation shall be granted for any ground duty or preparation time even though such duties may be directly connected with the actual flying assignment.

*Examples of classes which are specifically exempt from this provision include but are not limited to: Conservation Pilot, Aircraft Pilot, Aircraft Mechanic.

SECTION 6: Motorcycle Pay

12/6/1 (SPS) State Patrol Troopers required to operate motorcycles in the performance of their assigned duties shall receive the additional pay of \$25.00 per month when required to operate motorcycles during the months of May through October of each year.

SECTION 7: Psychologist Doctorate Add-on

12/7/1 Employees classified as Psychologist Doctorate shall receive a salary add-on equal to thirteen percent (13%) of the minimum of the pay range. An additional amount of up to five percent (5%) of the minimum of the pay range may also be added on at the sole discretion of the Employer.

SECTION 8: Administrative Date For Pay Adjustments

12/8/1 The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered under this Agreement at the beginning of the pay period falling closest to the statutory or administrative date of said adjustments.

SECTION 9: Periodic Classification/Pay Range Assignment Meetings

12/9/1 The parties agree to meet during the life of this Agreement, as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system such as the need for classification and/or pay surveys. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments or reassignments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments. The Union will not be precluded from bargaining on these assignments/reassignments or assignment/reassignment of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations.

Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

12/9/2 Absent mutual agreement as provided under 12/9/1 above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

12/9/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

12/9/4 During the life of this Agreement, the Department of Employment Relations (DER), upon mutual agreement of the parties, will meet with Council 24 designated bargaining team members for the purpose of identifying and discussing classification issues. The agendas for such meetings and union representatives attending such meetings will be determined jointly by DER and Council 24. Criteria for placement of an issue on the agenda shall include: administration of the Classification Plan, recruitment problems, retention problems, and other issues that the parties believe are appropriate at the time. Designated bargaining team member's compensation for attendance will be the same as it is for the master Agreement bargaining process for negotiation of the 1995-1997 Agreement. This section shall terminate on June 30, 1997, unless extended by mutual agreement of the parties.