1999 DRAFTING REQUEST

Bill

Received: **09/08/1998**

Received By: **champra**

Wanted: **As time permits**

Identical to LRB:

For: **Employment Relations Dept. 7-1003**

By/Representing: **Bob van Hoesen**

This file may be shown to any legislator: **NO**

Drafter: **champra**

May Contact:

Alt. Drafters:

Subject: **Employ Pub - collective bargain**

Extra Copies:

Pre Topic:

No specific pre topic given

Topic:

Collective Bargaining Agreement Covering Employees in the Building Trades Crafts Collective Bargaining Unit

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Instructions:

See Attached.

Drafting History:

Vers.	Drafted	Reviewed	Typed	Proofed	Submitted	Jacketed	Required
/?	champra 09/08/1998	jgeller 09/08/1998		_____ _____			State
/1			hhagen 09/09/1998	_____ _____	lrb_docadmin 09/09/1998	lrb_docadmin 01/25/2000	

FE Sent For: **01/12/2000.**

<END>

1999 DRAFTING REQUEST

Bill

Received: **09/8/98**

Received By: **champra**

Wanted: **As time permits**

Identical to LRB:

For: **Employment Relations Dept. 7-1003**

By/Representing: **Bob van Hoesen**

This file may be shown to any legislator: **NO**

Drafter: **champra**

May Contact:

Alt. Drafters:

Subject: **Employ Pub - collective bargain**

Extra Copies:

Topic:

Collective Bargaining Agreement Covering Employees in the Building Trades Crafts Collective Bargaining Unit

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Instructions:

See Attached.

for Senate SEND JACKET TO JANE HENKEL LEG. COUNCIL

Drafting History:

Vers.	Drafted	Reviewed	Typed	Proofed	Submitted	Jacketed	Required
/?	champra 09/8/98	jgeller 09/8/98		_____ _____			State
/1			hhagen 09/9/98	_____ _____	lrb_docadmin 09/9/98		

FE Sent For: 01-12-2000 "/1"

<END>

1999 DRAFTING REQUEST

Bill

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Subject: **Employ Pub - collective bargain**

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Collective Bargaining Agreement Covering Employees in the Building Trades Crafts Collective Bargaining Unit

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Instructions:

See Attached.

Drafting History:

Vers.	Drafted	Reviewed	Typed	Proofed	Submitted	Jacketed	Required
/?	champra	1-9-8-98 JLG	HH 9/9	HH/pm 9/9			

FE Sent For:

<END>

State of Wisconsin
1997 – 1998 LEGISLATURE

LRB–2614/1
RAC:mfd:arm

LRB-006011
RAC:jlg

1997 ASSEMBLY BILL 523

1999

September 16, 1997 – Introduced by JOINT COMMITTEE ON EMPLOYMENT RELATIONS. Referred to Committee on Rules.

gen cat

AN ACT **relating to:** ratification of the agreement negotiated between the state of Wisconsin and the Wisconsin State Building Trades Negotiating Committee, AFL–CIO, and its appropriate affiliated locals, for the 1997–99 biennium, covering employes in the building trades crafts collective bargaining unit, and authorizing an expenditure of funds.

1999-2001

Analysis by the Legislative Reference Bureau

This proposal is introduced under section 111.92 (1) of the statutes. The proposal ratifies the collective bargaining contract for state employes in the building trades crafts collective bargaining unit negotiated for the 1997–99 biennium under the state employment labor relations act. Currently, statutory program supplement appropriations fund the costs of collective bargaining agreements to the extent that they exceed budgeted costs. The proposal authorizes expenditure of moneys from those appropriations to fund the cost of this agreement.

For further information see the ***state*** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1999-2001

SECTION 1. Agreement ratified. The legislature ratifies the tentative agreement negotiated for the ~~1997–99~~ biennium between the state of Wisconsin, department of employment relations, and the Wisconsin State Building Trades Negotiating Committee, AFL–CIO, and its appropriate affiliated locals, covering employes in the building trades crafts collective bargaining unit under subchapter V of chapter 111 of the statutes, as approved by the employes of the building trades crafts collective bargaining unit and approved and recommended by the joint committee on employment relations, and authorizes the necessary expenditure of moneys for implementation from the appropriations made by section 20.865 (1) of the statutes, subject to section 20.865 (intro.) of the statutes. The secretary of employment relations shall file an official copy of the agreement, certified by the cochairpersons of the joint committee on employment relations, with the secretary of state. No formal or informal agreement between the parties which is not a part of the official copy is deemed to be approved by the legislature under this act.

SECTION 2. Effective date.

(1) This act takes effect on the day following publication, except that those provisions specifically identified as having other effective dates in the agreement covering employes in the building trades crafts collective bargaining unit are effective on the dates provided in that agreement.

(END)

Tommy G. Thompson
Governor

Peter D. Fox
Secretary

State of Wisconsin

345 West Washington Avenue
P.O. Box 7855
Madison, WI 53707-7855
Voice (608) 266-9820
FAX (608) 267-1020
TTY (608) 267-1004

DEPARTMENT OF EMPLOYMENT RELATIONS

January 11, 2000

Co-Chairpersons and Members of the
Joint Committee on Employment Relations
Room 113 South, State Capitol
Madison, WI 53703

Dear Co-Chairpersons and Committee Members:

The State of Wisconsin, represented by the Department of Employment Relations (DER), and the Wisconsin State Building Trades Negotiating Committee have completed the process of negotiating a 1999-2001 tentative collective bargaining agreement between the State of Wisconsin and the employes in the Building Trades-Crafts Bargaining Unit.

The parties held numerous bargaining sessions and considered all union demands and management proposals. The parties reached a Tentative Agreement which was approved by the Wisconsin State Building Trades Negotiating Committee and is currently in the process of being ratified by its membership. The results of the ratification vote will be communicated to Committee Members by way of a letter from the parties on or about January 17, 2000.

The Tentative Agreement, if ratified by the union membership, approved by the Joint Committee on Employment Relations, and the Legislature thereafter, will enhance labor peace and stability for the remainder of the 1999-2001 contract period to June 30, 2001, for approximately 466 State employes.

The major provisions of the Tentative Agreement are:

1. Wages and Employe Benefits

   A. The adjusted state prevailing rate will be 80.5%, effective July 4, 1999, through December 18, 1999. Effective December 19, 1999, the adjusted state prevailing rate will be 80.9%. This percentage is applied to the gross area prevailing rates to establish the hourly base rates for employees within the bargaining unit.

B. New language provides for the effective date for implementation of changes in prevailing rates to be the negotiated effective date with a 90 day limit on retroactivity based on the date of receipt by the Department of Workforce Development of the "Local Union Wage and Employment Report."

C. New language provides for the ability for employes with twenty (20) or more years of service to purchase a fourth week of vacation.

D. New language includes a Catastrophic Leave provision.

E. New language will allow employes to purchase a dental plan at one hundred percent (100%) of the cost if such a plan becomes available to state employes during the life of the Agreement.

F. Standby pay is increased to $25 per eight hour period.

2. General

A. New language in the Agreement eliminates one step in the grievance procedure.

Sincerely,

Peter D. Fox
Secretary, Department of Employment Relations

PDF/FJB/bjt

Attachments: 1. Fiscal Note
2. 1999-2001 Tentative Agreement

State of Wisconsin
1999 - 2000 LEGISLATURE

LRB–0060/1
RAC:jlg:hmh

1999 BILL

AN ACT **relating to:** ratification of the agreement negotiated between the state of Wisconsin and the Wisconsin State Building Trades Negotiating Committee, AFL–CIO, and its appropriate affiliated locals, for the 1999–01 biennium, covering employes in the building trades crafts collective bargaining unit, and authorizing an expenditure of funds.

Analysis by the Legislative Reference Bureau

This proposal is introduced under section 111.92 (1) of the statutes. The proposal ratifies the collective bargaining contract for state employes in the building trades crafts collective bargaining unit negotiated for the 1999–01 biennium under the state employment labor relations act. Currently, statutory program supplement appropriations fund the costs of collective bargaining agreements to the extent that they exceed budgeted costs. The proposal authorizes expenditure of moneys from those appropriations to fund the cost of this agreement.

For further information see the ***state*** fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1. Agreement ratified.** The legislature ratifies the tentative
2 agreement negotiated for the 1999–01 biennium between the state of Wisconsin,
3 department of employment relations, and the Wisconsin State Building Trades
4 Negotiating Committee, AFL–CIO, and its appropriate affiliated locals, covering
5 employes in the building trades crafts collective bargaining unit under subchapter
6 V of chapter 111 of the statutes, as approved by the employes of the building trades
7 crafts collective bargaining unit and approved and recommended by the joint
8 committee on employment relations, and authorizes the necessary expenditure of
9 moneys for implementation from the appropriations made by section 20.865 (1) of the
10 statutes, subject to section 20.865 (intro.) of the statutes. The secretary of
11 employment relations shall file an official copy of the agreement, certified by the
12 cochairpersons of the joint committee on employment relations, with the secretary
13 of state. No formal or informal agreement between the parties which is not a part
14 of the official copy is deemed to be approved by the legislature under this act.

15 **SECTION 2. Effective date.**

16 (1) This act takes effect on the day following publication, except that those
17 provisions specifically identified as having other effective dates in the agreement
18 covering employes in the building trades crafts collective bargaining unit are
19 effective on the dates provided in that agreement.

20 **(END)**

FISCAL ESTIMATE
DOA-2048 N(R10/94)

☑ ORIGINAL ☐ UPDATED
☐ CORRECTED ☐ SUPPLEMENTAL

1999 Session

LRB or Bill No/Adm. Rule No. 99-0060/1

Amendment No. If Applicable

Subject: WAGE & BENEFIT INCREASES IN 1999-2001 COLLECTIVE BARGAINING AGREEMENT BUILDING TRADES CRAFTS BARGAINING UNIT

Fiscal Effect

State: ☐ No State Fiscal Effect

Check columns below only if bill makes a direct appropriation or affects a sum certain appropriation

☑ Increase Existing Appropriation
☐ Decrease Existing Appropriation
☐ Create New Appropriation
☐ Increase Existing Revenues
☐ Decrease Existing Revenues

☑ Increase Costs - May be possible to Absorb Within Agency's Budget ☐ Yes ☐ No
☐ Decrease Costs

Local: ☑ No local government costs

1. ☐ Increase Costs ☐ Permissive ☐ Mandatory
2. ☐ Decrease Costs ☐ Permissive ☐ Mandatory
3. ☐ Increase Revenues ☐ Permissive ☐ Mandatory
4. ☐ Decrease Revenues ☐ Permissive ☐ Mandatory
5. Types of Local Governmental Units Affected: ☐ Towns ☐ Village ☐ Cities ☐ Counties ☐ Others _____ ☐ School Districts ☐ WTCS Districts

Fund Sources Affected

☑ GPR ☑ FED ☑ PRO ☑ PRS ☑ SEG ☑ SEG-S

Affected Ch. 20 Appropriations

20.865 (1)

Assumptions Used in Arriving at Fiscal Estimate

See Attached

Long-Range Fiscal Implications

Agency/Prepared by: (Name & Phone No.)	Authorized Signature/Telephone No.	Date
Department of Employment Relations John Vincent/266-1729	Robert Van Hoesen 267-1003	1-7-00

FISCAL ESTIMATE WORKSHEET — **1999 Session**

Detailed Estimate of Annual Fiscal Effect — ☑ ORIGINAL ☐ UPDATED — LRB or Bill No/Adm. Rule No.: 99-0060/1 — Amendment No.:

\-2047 (R10/94) — ☐ CORRECTED ☐ SUPPLEMENTAL

Subject: WAGE & BENEFIT INCREASES IN 1999-2001 COLLECTIVE BARGAINING AGREEMENT BUILDING TRADES CRAFTS BARGAINING UNIT

I. One-time Costs or Revenue Impacts for State and/or Local Government (do not include in annualized fiscal effect):

FY 1999-2000 Only

II. Annualized Costs:	Annualized Fiscal Impact on State Funds from: Increased Costs	Decreased Costs
A. State Costs by Category		
State Operations - Salaries and Fringes	$ 590,878	
(FTE Position Changes)	(FTE)	(- FTE)
State Operations - Other Costs		
Local Assistance		
Aids to Individuals and Organizations		
TOTAL State Costs by Category	$ 590,878	
B. State Costs by Source of Funds	Increased Costs	Decreased Costs
GPR	$ 271,390	
FED		
PRO/PRS	$ 319,488	
SEG/SEG-S		
III. State Revenues — Complete this only when proposal will increase or decrease state revenues (e.g., tax increase, decrease in license fee, etc.	Increased Rev.	Decreased Rev.
GPR Taxes		
GPR Earned		
FED		
PRO/PRS		
SEG/SEG-S		
TOTAL State Revenues		

NET ANNUALIZED FISCAL IMPACT

	STATE	LOCAL
NET CHANGE IN COSTS	$590,878	
NET CHANGE IN REVENUES		

Agency/Prepared by: (Name & Phone No.)	Authorized Signature/Telephone No.	Date
Department of Employment Relations John J. Vincent/266-1729	Robert Van Houten 267-1003	1-7-00

FISCAL ESTIMATE WORKSHEET **1999 Session**

Detailed Estimate of Annual Fiscal Effect ☑ ORIGINAL ☐ UPDATED

DOA-2047 (R10/94) ☐ CORRECTED ☐ SUPPLEMENTAL

LRB or Bill No/Adm. Rule No.	Amendment No.
99-0060/1	

Subject WAGE & BENEFIT INCREASES IN 1999-2001 COLLECTIVE BARGAINING AGREEMENT BUILDING TRADES CRAFTS BARGAINING UNIT

I. One-time Costs or Revenue Impacts for State and/or Local Government (do not include in annualized fiscal effect):

FY 2000-2001 Only

II. Annualized Costs:	Annualized Fiscal Impact on State Funds from:	
	Increased Costs	Decreased Costs
A. State Costs by Category		
State Operations - Salaries and Fringes	$ 1,344,248	
(FTE Position Changes)	(FTE)	(- FTE)
State Operations - Other Costs		
Local Assistance		
Aids to Individuals and Organizations		
TOTAL State Costs by Category	$ 1,344,248	$0
B. State Costs by Source of Funds	Increased Costs	Decreased Costs
GPR	$ 617,413	$0
FED		
PRO/PRS	$ 726,835	$0
SEG/SEG-S		
III. State Revenues Complete this only when proposal will increase or decrease state revenues (e.g., tax increase, decrease in license fee, etc.	Increased Rev.	Decreased Rev.
GPR Taxes		
GPR Earned		
FED		
PRO/PRS		
SEG/SEG-S		
TOTAL State Revenues	$0	$0

NET ANNUALIZED FISCAL IMPACT

	STATE	LOCAL
NET CHANGE IN COSTS	$1,344,248	
NET CHANGE IN REVENUES		

Agency/Prepared by: (Name & Phone No.)
Department of Employment Relations
John J. Vincent/266-1729

Authorized Signature/Telephone No. 267-1003 Robert Van Hollen

Date 1-7-00

SUBJECT: WAGE INCREASES IN 1999-2001 CONTRACT AGREEMENT

Attachment 1

WISCONSIN STATE BUILDING TRADES

SUMMARY TOTALS

Total FTE: 466.26

Base Payroll: $24,058,525

FISCAL YEAR		ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
1999-2000:	1st Year Cost	$481,171	$590,878	$271,390	$319,488
	1st Year Cost in 2nd Year	$481,171	$590,878	$271,390	$319,488
2000-2001	2nd Year Cost	$613,493	$753,370	$346,023	$407,347
Biennial Total		$1,575,835	$1,935,126	$888,803	$1,046,323

1) FISCAL YEAR INCREASES:

A) Market adjustments for employes in various classes, effective at the beginning of the first pay period after the date the changes in the prevailing rate is received by DWD. This cost is an estimate since the prevailing rates for each of the craft position within the unit will be changing at different time periods.

FISCAL YEAR		ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
1999-2000:	1st Year Cost	$481,171	$590,878	$271,390	$319,488
	1st Year Cost in 2nd Year	$481,171	$590,878	$271,390	$319,488
2000-2001	2nd Year Cost	$613,493	$753,370	$346,023	$407,347
Biennial Total		$1,575,835	$1,935,126	$888,803	$1,046,323

AGREEMENT

between the

STATE OF WISCONSIN

and the

WISCONSIN STATE BUILDING TRADES NEGOTIATING COMMITTEE

and its

APPROPRIATE AFFILIATED BUILDING TRADES COUNCILS

~~October 11, 1997 - June 30, 1999~~

_____, 2000 - June 30, 2001

Language in this Agreement which
is new or changed from the ~~1995 – 1997~~1997-1999
Agreement is underlined.

TABLE OF CONTENTS

AGREEMENT

This Agreement made and entered into this ~~October 11, 1997~~_____, 2000, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Department of Employment Relations and the Wisconsin State Building Trades Negotiating Committee, AFL-CIO, and its appropriate affiliated locals, as representative of employes employed by the State of Wisconsin, (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.94, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employes hereby covered and the State as an Employer.

The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the ~~e~~Employer-employe relationship which exists between them relative to the subjects of bargaining.

ARTICLE I

Scope of the Agreement

This Agreement relates only to classified employes of the State of Wisconsin in the appropriate collective bargaining units as defined by the Wisconsin Employment Relations Commission certifications Cases V and VI; Nos. 15579 and 15580; SE-40 and SE-41; Decision Nos. 10991-B and 10992-B, dated January 4, 1973.

ARTICLE II

Recognition and Union Security

Section 1 - Bargaining Units

The Employer recognizes the Union as the exclusive collective bargaining agent for all Craft employes as listed below:

Asbestos Worker	Painter
Bricklayer and Mason	Plasterer
Carpenter	Plumber
Electrician	Sheet Metal Worker
Elevator Constructor	Steamfitter
Glazier	Terrazzo and Tile Setter
Lead Craftsworker	Welder

"Craft employe" means a skilled journeyman craftworker, including his/her apprentices and helpers, but shall not include employes not in direct line of progression in the craft.

Employes excluded from this collective bargaining unit are all office, blue collar, technical, security and public safety, clerical, professional, confidential, project, limited term, management, and supervisory employes. All employes are in the classified service of the State of Wisconsin as listed in the certifications by the Wisconsin Employment Relations Commission as set forth in this Section.

The parties will review all new unit classifications and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

The Employer shall notify the Union (Chairman of the Building Trades Negotiating Committee) and shall comply with the other provisions contained in s. 16.705, Wis. Stats., and Chapter ADM. 10, Wis. Admin. Code when planning to engage in the procurement of contractual services. The Employer agrees to meet with the Union to discuss alternatives to the intended contracting out if the Union requests such a meeting within twenty-one (21) calendar days after notification.

Section 2 - Dues Deduction or Fair Share

The Employer agrees to deduct the amount of dues or the proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly

required of all members, as certified by the Union from the earnings of the employes in the units. The amount so deducted shall be paid to the Union.

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 3 - Union Activity

Bargaining unit employes, including those who are Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

Section 4 - Printing of Agreement

The Union shall be responsible for the printing of this Agreement. The Employer and the Union shall agree on the printer and the cost of printing this Agreement. The Union shall provide the Employer an opportunity to proof this Agreement prior to printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and Union will not be considered a valid part of this Agreement. The Employer shall reimburse the Union for fifty percent (50%) of the cost of printing 1,500 copies of this Agreement. The Employer shall receive 1,225 copies and the Union shall receive 275 copies. The Employer shall be responsible for the distribution of one (1) copy of this Agreement to each employe covered by this Agreement.

Section 5 - Visitations

The Employer agrees that non-employe officers and representatives of the Union shall be admitted to the premises of the Employer during working hours upon advance notice, twenty four (24) hours if possible, to the appropriate Employer representative. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of employes. The Employer reserves the right to designate a meeting place or to provide a representative to accompany the Union officer where operational requirements do not permit unlimited access.

Section 6 - Notice of Promotional Exams

The Employer shall post on applicable bulletin boards notices of all promotional examinations for which bargaining unit employes are qualified. The parties agree the above notices are for informational purposes only.

Section 7 - Union Conventions and Educational Classes

Employes who are elected or selected to attend Union conventions, conferences or educational sessions shall be granted time off without pay not to exceed ten (10) workdays annually for such purposes. This time off may be charged to vacation, holiday credits or to leave of absence without pay as the individual employe may designate. The Union shall give the Employer at least fourteen (14) calendar days advance notice of the employe(s) who will be attending such functions.

Section 8 - Union-Management Meetings

Once each month, unless mutually agreed otherwise, at each facility where five (5) or more bargaining unit employes are employed, at a mutually agreed upon time, the appropriate management representative or his/her designee and other representatives designated by the Employer shall meet with one employe member of the Building Trades Unit. [At the University of Wisconsin-Madison Campus two (2) bargaining unit employes will be authorized to attend the meetings.] Upon request, on a quarterly basis unless mutually agreed otherwise, facilities that employ less than five (5) bargaining unit employes shall conduct meetings with one employe member at mutually agreed upon times. If requested by the authorized employe representative, the Employer may permit additional Building Trade employes and/or Craft business agents to attend a particular Union-Management Meeting. 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. Give the employe representative the opportunity to express his/her views on subjects of interest to employes of the bargaining unit;

D. Consider health and safety matters relating to bargaining unit employes in the department.

The parties agree that such meetings will be exclusive of the grievance procedure and grievances being processed shall not be considered at these meetings. Employes will be in pay status for time spent

in Union-Management Meetings held during their regularly scheduled hours of employment. Any travel and subsistence incurred shall be the responsibility of the employe.

Section 9 - Statewide Council-Management Meetings

As mutually agreed, a representative of the Division of Collective Bargaining, Department of Employment Relations and the appropriate Agency Representative will meet with the Council Representative to discuss major problems that may arise from administration of this Agreement.

Section 10 - Discrimination

Employes under this Agreement shall be covered by Chapter 111, Wis. Stats., Subchapter II, the State Fair Employment Act.

ARTICLE III

Management Rights

It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management; however, such rights must be exercised consistently with the other provisions of this Agreement.

Management rights include:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

B. To manage and direct the employes of the various agencies.

C. To transfer, assign or retain employes in positions within the agency.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employes for just cause.

E. To determine the size and composition of the work force and to lay off employes in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.

F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on the policies, practices and procedures of the civil service merit system relating to:

A. Original appointments and promotions specifically including recruitment, examinations, certifications, appointments, and policies with respect to probationary periods.

B. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, assignment and reassignment of classifications to salary ranges, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status resulting from position reallocation.

ARTICLE IV

Grievance Procedure

Section 1 - Definition

A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement.

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor involved in quadruplicate (on forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employe(s) and/or Union representative.

An employe may choose to have his/her appropriate Union representative represent him/her at any step of the grievance procedure. If an employe brings any grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the appropriate Union representative and no further discussion shall be had on the matter until the appropriate Union representative has been given notice and an opportunity to be present. The appropriate union representative is the steward if one has been designated for the local job headquarters. If the steward is absent or if no steward has been designated, the appropriate union representative shall be the business agent of the employe's union local which represents the area in which the employe's job headquarters is located. Individual employes or groups of employes shall have the right to present grievances in person or through other non-Building Trades representatives of their own choosing at any step of the grievance procedure including arbitration, provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement.

All grievances must be presented promptly and no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

Section 2 - Grievance Steps

Step One: Within seven (7) calendar days of receipt of the written grievance from the employe(s) or his/her representative, the immediate supervisor and/or the designated employing unit representative will schedule a meeting with the employe and his/her representative to hear the grievance and return a written answer to the employe and his/her representative. The parties can mutually agree to waive Step One.

~~**Step Two:** If dissatisfied with the supervisor's answer in Step One, to be considered further, the grievance must be appealed to the designated agency representative within seven (7) calendar days from receipt of the answer in Step One. The appropriate agency representative(s) will meet with the employe and his/her representative and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate agency representative and returned to the employe and his/her representative within seven (7) calendar days from receipt of the appeal to the agency representative. The parties can mutually agree to waive Step Two.~~

Step ~~Three~~Two: If dissatisfied with management's answer in Step ~~Two~~One, to be considered further, the grievance must be appealed to the appointing authority or his/her designee (i.e., Division Administrator, Bureau Director, or personnel office) within seven (7) calendar days from receipt of the answer in Step ~~Two~~One. The designated agency representative(s) will meet with the employe and his/her designated representative(s) to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the agency will be placed on the grievance by the appointing authority or his/her designee and returned to the grievant and his/her representative, within twenty-one (21) calendar days from receipt of the appeal to Step ~~Three~~Two.

Step ~~Four~~Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within fifteen (15) calendar days from the date of the agency's answer in Step ~~Three~~Two, or the grievance will be considered ineligible for appeal to arbitration. The party to which unresolved ~~third~~second step grievances are appealed to arbitration is the Department of Employment Relations. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the ~~Third~~Second Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the ~~Third~~Second Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

For the purpose of selecting an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Wisconsin Employment Relations Commission to appoint a staff member to serve as the impartial arbitrator of the grievance.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing, including a court reporter if requested by either party, will be shared equally by the parties. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability, unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process. The arbitrator shall render a decision within thirty (30) calendar days following the hearing or within thirty (30) calendar days of receipt of the briefs submitted by the parties.

The decision of the arbitrator will be final and binding on both parties to this Agreement.

Section 3 - Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within seven (7) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

If the Employer representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a city other than that in which the Employer representative

works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period.

Section 4 - Representation

An employe may consult with his/her local Union representative during working hours for a reasonable period of time relative to the grievance matter by first contacting his/her immediate supervisor. The employe's supervisor will arrange a meeting to take place as soon as possible for the employe with his/her Union representative through the Union representative's supervisor.

Section 5 - Retroactivity

Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step One. Employes who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance.

Section 6 - Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure or appeal procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 7 - Processing Grievances

Grievance representatives and grievants will be permitted a reasonable amount of time without loss of pay to process grievances during their regularly scheduled hours of employment.

Group grievances are defined as, and limited to, those grievances which cover more than one (1) employe, and which involve like circumstances and facts for the grievants involved. A group grievance must be designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employes covered by the group grievance.

The Employer is not responsible for any compensation of employes or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer

is also not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Section 8 - Number of Stewards

The Union may designate a steward for each craft at UW-Milwaukee and UW-Madison. Also one (1) steward for all crafts may be designated at all other institutions. The Union shall notify the Employer in writing of the names of the stewards and their respective jurisdictional areas within thirty (30) calendar days of their appointment.

Section 9 - Discipline

The parties recognize the authority of the Employer to suspend, demote, discharge, or take other appropriate disciplinary action against employes for just cause. An employe who alleges that such action was not based on just cause may appeal a demotion, suspension, discharge, or written reprimand taken by the Employer beginning with the Third Step of the grievance procedure, except that written reprimands shall begin with the First Step of the grievance procedure.

A grievance in response to a written reprimand shall begin at the step of the grievance procedure which is appropriate to the level of authority of the person signing the written reprimand.

An employe shall be entitled to the presence of a designated grievance representative at an investigatory interview (including informal counseling) if he/she requests one and if the employe has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Unless Union representation is present during informal counseling or performance evaluation, disciplinary action cannot be taken at such counseling or performance evaluation meetings. The occurrence of an informal counseling or performance evaluation meeting shall not be used as the basis for or as evidence in any subsequent disciplinary action. Such a meeting can be used to establish that an employe had been made aware of the circumstances which resulted in informal counseling or performance evaluation.

If any discipline is taken against an employe, both the employe and the Union will receive copies of this disciplinary action. If the supervisor and the employe meet to explain or discuss the discipline, a Union representative shall be present if requested.

It is understood that letters of reprimand will be removed upon an employe's request from an employe's personnel file if the employe has received no other discipline within a twelve (12) month time period after the letter of reprimand was issued.

Section 10 - Exclusion of Probationary Employes

Notwithstanding Section 9 above, the retention or release of probationary employes shall not be subject to the grievance procedure.

ARTICLE V

Seniority

Seniority for employes hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employes shall be their seniority date as of the effective date of this Agreement. Seniority for employes who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employes who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the Executive Order causing such accretion specifies differently. Such seniority will be changed only where the employe is separated from state service by discharge, resignation or layoff.

The Employer shall notify the Union as soon as possible of any legislative hearings scheduled to discuss state assumption of functions currently administered by another governmental agency, a quasi-public or private enterprise.

Where separation has occurred and the employe is subsequently rehired, the date of rehire will begin the seniority date except where an employe is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.

In the event two (2) employes have the same seniority date, seniority of the one as against the other shall be determined by age with the oldest employe considered having the greatest seniority.

Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular article or section of this Agreement.

ARTICLE VI

Transfers

Section 1 - General

Craft employes who have permanent status in their current classifications and desire to transfer within their agency shall file a written request as prescribed by the agency with the appropriate personnel office indicating that interest.

Section 2 - Vacancies

When a permanent vacancy occurs, in a permanent position, the Employer will consider those requests on file from any craft employes in the agency who are in the same classification as the vacancy and have indicated an interest in the specific shift or location of the vacancy. Such requests shall remain in effect for the duration of this Agreement.

Any craft employe who is selected for transfer shall have three (3) workdays in which to accept or decline the offer.

Section 3 - Inter-Agency Transfer

In the event that the vacancy is not filled by transfer of a craft employe under the provisions of Section 2 of this Article, the Employer will consider interested craft employes from other agencies within the state service who have registered with the agency. A craft employe's registration for transfer under this section shall be in effect for the duration of this Agreement.

Section 4 - Definition of Vacancy

For purposes of this Article, a permanent vacancy is created:

A. When the Employer has approval to increase the work force and decides to fill the new positions;

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers out of the bargaining unit, promotion, demotion, resignation, or retirement;

C. Transfers within the bargaining unit resulting from either A. or B. above.

Section 5 - Limitations

A. The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

B. Employes may not transfer under the provisions of Section 1 of this Article more often than once every six (6) months.

C. Employes transferring under the provisions of this Article shall not be eligible for payment of time or expenses incurred by virtue of a request for a transfer or the transfer itself; specifically including, but not limited to, moving expenses.

ARTICLE VII

Wages and Employe Benefits

Section 1 - Adjusted State Prevailing Rate

A. Bargaining unit employes shall receive the adjusted state prevailing rate. The adjusted state prevailing rate is based on the gross area building construction prevailing craft rate, which is the base rate plus employer-paid employe benefits including industry promotion and training funds. The total gross amount is then adjusted downward by the value of the state-provided employe benefits to arrive at the effective value of the adjusted state prevailing rate. The preceding shall not include any area negotiated pay rate add-ons except for spray painting. The statewide pay rate add-on for spray painting shall be fifty cents ($.50) per hour.

B. The adjustment for state employe benefits shall be 18.41%, effective ~~the first day of the pay period~~July 4, 1999 through ~~January 3, 1998~~December 18, 1999, ~~following the effective date of the Agreement~~ of the gross area building construction prevailing craft rate (base plus fringes) plus the cost of the optional health insurance. Effective ~~January 4, 1998~~December 19, 1999, that adjustment will be ~~18.2~~17.7%.

C. The adjusted state prevailing rate will be 81.69% effective ~~the first day of the pay period~~July 4, 1999 through ~~January 3, 1998~~December 18, 1999, ~~following the effective date of the Agreement~~ of the gross area building construction prevailing rate less the cost of the optional health insurance. Effective ~~January 4, 1998~~December 19, 1999, that adjusted state prevailing rate will be ~~81.8~~82.3%.

D. For those employes electing the one hundred twenty four (124) hours [fifteen and one half (15 ½) days] or one hundred forty (140) hours [seventeen and one half (17 ½) days] annual leave option pursuant to the provisions of Article VII, Section 9, the adjusted state prevailing rate will be 80.37% through ~~January 3, 1998~~December 18, 1999 and ~~80.6~~81.0% effective ~~January 4, 1998~~December 19, 1999, for the calendar year to which their election applies.

E. For those employes eligible for and selecting the one hundred sixty four (164) hours [twenty and one half (20 ½) days] annual leave option pursuant to the provisions of Article VII, Section 9, the adjusted state prevailing rate will be 80.5% through December 18, 1999 and 80.9% effective December 19, 1999, for the calendar year to which their election applies.

~~E~~F. The gross area building construction prevailing craft rate utilized will be the applicable collectively bargained rate for the jurisdictional area in which the employe's job headquarters is located.

~~F~~G. The Equal Rights Division in DWD shall certify the official gross area building construction prevailing craft rate for the Employer.

1. New Agreements: The effective date for implementation of changes in the prevailing rate shall be the negotiated effective date but shall be no earlier than ~~sixty (60)~~ninety (90) days prior to receipt of notification by DWD of the "Local Union Wage and Employment Report". If the "Local Union Wage and Employment Report" is sent by certified mail--return receipt requested, then the postmarked date shall constitute the date received.

2. Interim Changes: Subsequent or interim changes which are contained in existing local craft agreements, shall be made effective on the dates specified in those agreements subject to the ~~sixty (60)~~ninety (90) day limitation set forth above.

~~G~~H. Prior to appointing an apprentice the Employer shall meet with the Union representative of that trade to determine the rate to be paid. If the parties are unable to agree to a rate and the Employer appoints at a unilaterally determined rate, the Union can file a grievance challenging the calculation of that rate.

Section 2 - Night Differential

Work performed between the hours of 6 p.m. and 6 a.m. will receive an additional thirty cents ($.30) per hour added to the adjusted state rate.

Section 3 - Overtime

The adjusted state rate for time worked in excess of forty (40) hours in a workweek will be at the premium rate of one hundred thirty six percent (136%) of the total gross area prevailing rate. The Employer agrees to compensate employes for hours worked in excess of forty (40) in a workweek at the premium rate in cash.

All time in pay status shall be considered time worked for purposes of establishing the forty (40) hour base for overtime premium rate.

In lieu of cash, the Employer and employe can mutually agree to the use of Compensatory Time for all or part of the hours. If the Employer agrees to the use of Compensatory Time, the amount of time earned shall be one and one-half (1 1/2) times the actual hours worked in excess of forty (40) hours in a

workweek. The scheduling and use of Compensatory Time shall be in accordance with those provisions applicable to annual leave as specified in Article VII, Section 9/E, except those pertaining to carryover.

Compensatory time hours in excess of forty (40) hours in an Employe's account may be liquidated at any time by the Employer either through cash payment or by directing an employe to take the time off.

Section 4 - Health Insurance

The Employer agrees to make available on an optional basis the same health insurance benefits to Craft bargaining unit employes on a cost basis as are provided for non-represented employes. Employes who participate in the health insurance program are required to pay the entire premium costs.

The Employer agrees to allow payroll deductions for any non-State Health Insurance plans consistent with the provisions of s. 20.921(1)(3), Wis. Stats.

Section 5 - Employe-Funded Reimbursement Accounts (ERA)

Effective July 1, 1990, the Employer agrees to offer employes the opportunity to participate in the Employe-Funded Reimbursement Account Program, as administered under the provision of Chapter 40, Wis. Stats., and the contract between the plan administrator and the Department of Employe Trust Funds. In conjunction with the implementation of this new benefit, employes who are enrolled in the optional Health Insurance Program shall pay the total premium cost via a payroll deduction. The total monthly health insurance premium cost shall be split with equal deductions taken from the employes' "A" and "B" biweekly paychecks. For administrative purposes, the new premium deduction cycle shall be started at the beginning of a "B" payroll period. Correspondingly, terminating employes whose last day in pay status occurs during a "B" payroll period shall not have payments for health insurance premiums deducted from that biweekly paycheck. The Employer reserves the right to modify any other administrative procedures which may be necessary to accommodate the installation of this new employe health insurance premium payment system.

(The following health insurance premium payment processing changes are transitional only and shall apply to all participating employes in order to facilitate the implementation of this new program.)

A. Effective June 30, 1990, all hourly pay rate premium deductions will cease.

B. Effective July 1, 1990, employes will pay a 100% total monthly premium cost out of that "A" biweekly paycheck and the next five (5) "A" biweekly paychecks.

C. Effective December 30, 1990, employes will pay a 50% total monthly premium cost out of that biweekly paycheck and each subsequent "A" and "B" biweekly paychecks.)

Section 6 - Income Continuation Insurance

The Employer agrees to continue in effect the Income Continuation Program and the administrative provisions of the program provided under Chapter 40, Wis. Stats. and the master contract between the insurance carrier and the Group Insurance Board.

Section 7 - Lead Craftsworker

Lead craftsworkers perform work in their craft and in addition, are formally assigned to direct the work of other employes in the same craft. Lead craftsworkers (LC) will be compensated at the adjusted prevailing rate for their craft plus thirty five cents ($.35) per hour.

In addition, the Employer may assign an employe to serve as a Temporary Lead Craftsworker (TLC). After such assignment exceeds forty (40) consecutive hours in pay status, the employe so assigned shall receive an add-on payment of twenty cents ($.20) per hour. When an employe qualifies for the add-on, the twenty cents ($.20) per hour payment shall be made for each hour worked on the assignment including those hours worked during the qualifying period. A Temporary Lead Craftsworker assignment shall not exceed one thousand forty three (1043) hours. Temporary Lead Craftsworker employe assignments and starting dates shall be at the discretion of the Employer, shall be in written form, and shall not be subject to the grievance procedure.

Section 8 - Sick Leave

A. The Employer agrees to provide a sick leave plan as follows:

1. Sick leave shall accrue at the rate of .0625 hour of sick leave for each hour in pay status, not to exceed five (5) hours of sick leave accrual in any biweekly pay period. Sick leave shall not be used until it has been accrued. ~~(See Negotiating Note No. 3 for implementation of this provision for the 1997-99 Agreement).~~

2. Sick leave shall not accrue during any period of absence without pay, except as provided in Article VII, Section 11/C. and contract negotiations, or for any hours worked in excess of eighty (80) hours per biweekly period of service.

3. Unused sick leave shall accumulate from year to year in the employe's sick leave account.

B. The Employer agrees to provide the following:

1. Employes may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease: (a) which require the employe's confinement; or (b) which render the employe unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employe's health or recovery. When an employe has been identified as a sick leave abuser by the Employer and required to obtain a medical doctor's statement for sick leave use, the notice of such requirement shall be given to the employe in writing. If the medical certificate verifies that the employe was not abusing sick leave or is physically fit to report to work, the Employer shall pay the cost of the medical certificate. When an employe must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. The employe shall be allowed reasonable time to obtain the appropriate medical certificate. If such medical certificate verifies the employe's sick leave use, that sick leave shall be granted immediately.

2. Employes may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employes must give the Employer three (3) workdays advance notice of appointments, except when emergency conditions prevail.

3. Where death occurs in the immediate family of an employe, accrued sick leave may be used. Immediate family is defined as, and limited to, the spouse, parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employe or spouse; or other relatives of the employe or spouse residing in the household of the employe.

Use of accrued sick leave shall normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) workdays, plus required travel time not to exceed four (4) workdays.

4. Employes may use one (1) day of accrued sick leave to attend the funeral of aunts, nieces, nephews, cousins, or uncles of the employe or spouse. Travel time required to attend such funerals shall not exceed four (4) workdays.

5. Employes may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in Section 8/B./3. for a limited period of time to permit the employe to make other arrangements. Use of sick leave for the purposes of this Section is limited to five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained. An employe may use sick leave for care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth of a child.

6. Employes may use accrued sick leave to care for adopted children. Use of sick leave for this purpose may not exceed five (5) workdays during the seven (7) calendar days immediately after taking custody of the child or children.

7. Employes may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employe shall receive the equivalent of his/her regular base rate. The procedures necessary for the administration of this Section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

C. Each employe's unused sick leave accumulated in their sick leave account as of the effective date of this Agreement shall be carried over under this Agreement. Employes who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement.

D. The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at and credited to the employe's account. The conversion credits once recorded shall be the current basic pay rate as provided in Chapter 40, Wis. Stats. and ETF Administrative Code used on behalf of the employe or surviving spouse to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

E. After the effective date of this Agreement, separation from the service shall cancel all unused accumulated sick leave. However, when a person who is an employe with permanent status in class resigns, any unused accumulated sick leave shall be restored, if he/she is re-employed by the same

agency or is rehired by any other agency of the State within three (3) years. If an employe with permanent status in a class is laid off, any unused accumulated sick leave shall be restored, if he/she is re-employed by the same agency or is rehired by any other agency of the State within five (5) years.

However, upon written request of an employe, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employe's current basic pay rate as provided in Chapter 40, Wis. Stats. and ETF Administrative Code for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employe. Premium payments under this provision shall be limited to a maximum period of five years from the date of layoff or shall cease the first of the month following the employe's acceptance of any other employment, whichever occurs first. At the time of reinstatement or recall, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employe's sick leave account.

Section 9 - Paid Annual Leave of Absence

A. The Employer agrees to provide employes with a formal paid annual leave of absence plan (vacation).

B. Employes shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent or seasonal position, employes are eligible for and shall be granted noncumulative annual leave based on the rate of eighty four (84) hours (10 1/2 days) for a full year of service each year. For those employes who elect, with a corresponding adjustment to their prevailing rate, after completion of the first six (6) months in a permanent or seasonal position, employes are eligible for and shall be granted noncumulative annual leave based on the rate of one hundred twenty four (124) hours (15 ½ days) for a full year of service each year. After completion of twenty (20) years of service, employes are eligible for and shall be granted noncumulative annual leave based on the rate of one hundred (100) hours (12 ½ days) for a full year of service each year. For those employes who elect, with a corresponding adjustment to their prevailing rate, after completion of twenty (20) years of service, employes are eligible for and shall be granted noncumulative annual leave based on the rate of one hundred forty (140) hours (17 ½ days) <u>or one hundred sixty four (164) hours (20 ½ days)</u> for a full year of service each year. Seasonal employes who are regularly employed for less than twelve (12) months out of a year and permanent part-time employes shall be granted pro rata annual leave. The employing Agency will notify employes of the date by which annual leave elections must be made.

C. Annual leave credit in any given year shall not be earned for any period of absence without pay except as provided in Article VII, Section 11, and for contract negotiations.

D. Annual leave for covered employes shall be prorated during the first calendar year of employment at a rate of eighty four (84) or one hundred twenty four (124) hours and during the twenty-first (21st) year of employment at the rate of eighty four (84) ~~hours~~, one hundred (100), ~~or~~ one hundred forty (140) <u>or one hundred sixty four (164)</u> hours respectively. Upon termination of employment, annual leave shall be prorated.

E. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V. The parties recognize that the Employer has the right to determine the number of employes within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employes whenever operations permit. Scheduled vacations may be changed with the approval of management, providing no other employe's vacation selection is adversely affected. Once vacation periods have been scheduled, Employer initiated changes in employe vacation schedules shall be made only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employe may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as they desire, providing it does not affect other employe's vacation period. Employes shall be permitted to carry over five (5) days of earned annual leave credit to the first six (6) months of the ensuing calendar year upon notification to the Employer.

If an employe becomes ill or injured immediately before or during a vacation, the employe may cancel his/her vacation period and utilize sick leave credits earned under the provision of Section 8 of this Article, commencing with the date that said employe informs his/her appropriate Employer representative.

Section 10 - Leave for Promotional Exams

The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employe with permanent status in class shall be eligible for up to sixteen (16) hours paid leave time each calendar year for the purpose of competing in no more than two (2) examinations which could make the employe eligible for promotion and for participating in employment

interviews in connection with such examinations when such examinations and interviews are conducted during an employe's scheduled work time.

An employe shall not be denied his or her requests for time to participate in examinations each calendar year and interviews in connection with such examinations provided five (5) workdays notice has been given by the employe so that work coverage will not be interrupted. Such time shall not exceed the number of hours reasonably required to attend such examinations and interviews, including travel time.

Leave time for more than two (2) examinations in each calendar year and interviews in connection with such examinations may be granted to employes at the discretion of the appointing authority.

Section 11 - Leaves of Absence Without Pay

A. Leaves of Absence.

1. Employes, upon request, may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding one (1) year except as provided in paragraphs 2, 3, 4, and 5.

2. Pregnant employes shall be granted a maternity leave of absence without pay as follows:

a. The employe shall submit written notification to her immediate supervisor at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to, but not exceeding six (6) months. Upon request of the employe and at the discretion of the appointing authority, maternity leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

b. In no case shall the employe be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

c. Except as provided under Article VII, Section 8 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

3. School Year Employes--Employes whose services are not required at institutions or schools during a summer or vacation period recess, shall be granted leave of absence without pay.

4. Whenever an employe enters into the active military service of the United States, the employe shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes.

5. Employes adopting a child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding ninety (90) calendar days. Such leave must coincide with the actual taking custody of the child or children.

B. The Employer agrees to provide for the following rights upon his or her return from any of the above approved leaves without pay:

1. The employe shall be returned to his or her position or one of like nature.

2. If the employe's position has been abolished through legislation or material reorganization of the agency, the employe shall be given consideration for any other position of similar pay grade and class for which, in the opinion of the Employer, the employe is qualified.

3. Employes may return to work prior to the expiration of a leave of absence only upon express approval of the Employer and upon notification of the Employer at least fourteen (14) calendar days in advance of the desired date of return.

C. Employes shall have the option to request the use of leave of absence without pay, at the amounts listed for the following full years of service. An employe is eligible for a category at the start of the first year listed:

Full Years of Service	Leave Without Pay Amount
1-5	80 hours (10 days)
6-15	120 hours (15 days)
16 and over	160 hours (20 days)

Such leave without pay shall be without loss of seniority, vacation, sick leave accruals or Legal Holiday eligibility.

The scheduling and use of this leave without pay shall be in accordance with Article VII, Section 9E, except that this leave shall only be scheduled in blocks of at least five (5) consecutive work day increments, unless otherwise agreed to by the Employer.

D. Employes designated as Union bargaining team members shall be eligible for leaves of absence without pay, and without loss of seniority, vacation or sick leave accrual for contract negotiations.

Section 12 - Holidays

A. Holidays.

1. The Employer agrees to provide the following nine paid holidays per year:

January 1

Third Monday in January

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 24

December 25

December 31

2. The Employer agrees that if January 1, July 4 or December 25 falls on a Sunday, the following Monday shall be legally observed as the holiday.

3. The Employer agrees that if a holiday, provided in A./1. falls on an employe's regularly scheduled day off, equivalent compensatory time off shall be granted. The Employer may permit such time to be anticipated.

4. The Employer agrees that employes required to work on a holiday provided in A./1. shall be compensated for such holiday by receiving equivalent time off at a later date for actual hours worked not to exceed eight (8) hours for ~~all~~each holidays. The Employer and employe may agree to pay the employe his/her regular rate of pay for actual hours worked on a holiday provided in A./1., not to exceed eight (8) hours for each holiday.

B. Holiday Time.

Holiday time off due an employe for work on a holiday or when a holiday falls on an employe's regularly scheduled day off, shall be added to vacation credits and shall be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling.

C. Holiday Premium Pay.

1. When an employe is required by the Employer to work the holidays listed below, the Employer agrees to provide holiday premium pay at the rate of one hundred thirty six percent (136%) of the total gross area prevailing rate for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. on the following days:

January 1

Third Monday in January

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 24

December 25

December 31

2. The Employer agrees that if the holidays cited in subsection A./1. fall on a Sunday and the following Monday is legally observed as the holiday, the day the holiday is legally observed shall be the day on which holiday premium pay shall be provided.

3. The premium portion of the holiday premium payments provided under this Section shall be made in compensatory time off or cash payment at the discretion of the appointing authority.

4. Pyramiding Prohibited.

Payment of overtime at a premium rate, shall not be paid in addition to the premium rate paid for holiday work. Where premium pay is claimed on more than one basis, the Employer agrees to pay that single premium rate which provides the greater dollar amount.

Section 13 - Military Service

The Employer agrees to provide the same military service leave provisions to employes of this bargaining unit as are provided to non-represented employes.

Section 14 - Jury Duty

The Employer agrees to provide employes who are summoned for grand jury or petit jury service leave with pay at the base pay of the employe. Base pay of the employe is the employe's pay rate excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employe shall report back to work unless authorized by the Employer to be absent from his/her work assignment.

Section 15 - Witness Fees

Where an employe is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employe's required duties, the Employer

shall permit the employe to take time off with pay to comply with the subpoena if required to appear during his/her regularly scheduled hours of employment; provided, however, that the employe shall turn over to the Employer any witness fee received.

Section 16 - Retirement and other Benefits under Chapter 40, Wis. Stats.

A. The Employer agrees to continue in effect the administration of the Wisconsin Retirement System and other employe benefit plans for state employes as provided under Chapter 40, Wis. Stats. and the appropriate Wis. Adm. Code rules of the Employe Trust Funds Board, Group Insurance Board and Deferred Compensation Board. The amount of coverage and benefits provided under the benefit plans authorized in Chapter 40, Wis. Stats., shall be based upon the provisions of Chapter 40 and the appropriate administrative code.

B. Employes pay one percent (1%) of the cost of the retirement program through a payroll deduction with the remaining costs included as part of the formula adjustment for state employe benefits.

Section 17 - Life Insurance

The Employer agrees to make available the same life insurance benefits to Craft bargaining unit employes on a cost basis as are provided for non-represented employes.

Section 18 - Leaves of Absence With Pay Due to Injury Under Special Conditions

A. Sections 230.36(1),(2), and (3), Wis. Stats., are hereby adopted by reference for employes in this bargaining unit, subject to the conditions and limitations set forth herein. Employes in this bargaining unit who are ordered to accompany listed employes who perform or are ordered in lieu of listed employes to perform the duties defined in ss. 230.36(1), (2), and (3), Wis. Stats., are eligible for benefits under this section.

B. Injured employes who meet the qualifying provisions of s. 230.36, Wis. Stats., may be granted a leave of absence for up to six (6) months from the date of injury.

C. Application for a leave of absence under this Section shall be made by the employe or his or her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. In extenuating circumstances, at the discretion of the Employer, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances

surrounding its occurrence and the qualifying duties on which the application is based and must be accompanied by medical proof of the injury.

D. Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employe of his/her decision to authorize or deny the leave of absence.

E. An employe denied a leave of absence under this Section may, within fourteen (14) calendar days, file an appeal at the third step of the grievance procedure, provided under Article IV of this Agreement.

F. Employes whose leave of absence is approved under this Section shall be entitled to the percentage of base salary or pay provided under s. 230.36(1), Wis. Stats., plus any interim pay increases. Such leave with pay shall be based on medical and other proof of the injury and the continuing disability of the employe. In the event that the employe is able to return to work but further medical treatment is required for the sustained injury, leaves of absence may be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery and provided it is not more than six (6) months from the date of injury.

G. An employe on approved leave with pay under this Section shall be denied the following benefits while remaining in non-work status; accrual of vacation credits for the period of absence; time off for legal holidays which occur during the period of absence; and the accrual of sick leave during the period of absence. Vacation and holiday credits earned prior to the date of injury may be carried over for a period of twelve (12) months from the date of injury, at which time unused credits shall lapse.

H. Concurrent benefits--except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to worker's compensation, under no circumstances shall an employe receive more than the percentage of base salary or pay provided under paragraph F. of this section for the job in which he or she was performing at the time of injury.

I. Employes requesting leave and while on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and date of such return shall be submitted to the Employer. Refusal by the employe to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute ground for disciplinary action and/or termination of a leave of absence under this Section.

Section 19 - Travel and Lodging

The Employer agrees to continue in effect the provisions of ss. 16.535 and 20.916, Wis. Stats., relating to the reimbursement of State employes for expenses incurred while traveling on State business. Employes shall be reimbursed for all reasonable amounts expended for their own meals incurred in the performance of their official duties. Receipts for meals are not required, except for any unusual amount, which must be accompanied by a receipt and full explanation of the reasonableness of such expense. The Employer agrees to reimburse any employe who is authorized and required to use his/her personal automobile or motorcycle in his/her work for the State at the rates biennially established under s. 20.916(4), Wis. Stats. The non-represented employe motorcycle use policies shall apply to employes under this Agreement.

Employes covered by this Agreement shall receive any additional increase in the mileage, meal and lodging reimbursement rates that the Employer may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

When an assigned pool or State-owned automobile is available and tendered and the employe is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of State cars, including depreciation. The Employer further agrees that upon the recommendation of the head of the State agency and the approval by the Secretary of Administration, an additional reimbursement at the rate of one cent ($.01) per mile may be paid to any employe for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation including pulling trailers or which require the installation of special equipment.

Section 20 - Wash-up Time

Employes shall receive reasonable and adequate wash-up time as determined by management, immediately prior to their meal break and immediately prior to the end of the shift.

Section 21 - Call-Back Time

Employes called back for duty or called in will be guaranteed a minimum of two (2) hours of work with pay.

Section 22 - Standby

When the Employer requires that an employe must be available for work and be able to report in less than one (1) hour, the employe shall be compensated on the basis of a fee of twenty five dollars ~~($20.00)~~($25.00) for each on call eight (8) hour period, or portion thereof, for which the employe is in standby status. The Employer shall attempt, whenever possible, to assign standby on an equal basis to all employes at the same job headquarters who normally perform the anticipated duties as part of their regular work schedule. With prior approval of the Employer, employes may interchange standby scheduling assignments.

Section 23 - Masters Plumbers License

If the Employer requires an employe to obtain a masters plumbers license, the Employer shall annually reimburse the employe, upon evidence of acquisition, the difference between the cost of a masters plumbers license and the cost of a journeyman plumbers license.

Section 24 - Damaged Clothing

The Employer agrees to pay the cost of repairing or replacing watches, eye glasses or articles of clothing damaged in the line of duty where such damage is not the result of normal wear and tear or employe carelessness. The reimbursement for damaged items shall not exceed fifty dollars ($50.00) for any one incident. The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is three dollars ($3.00) or less.

The parties agree that "Damaged Clothing" claims beyond the above provisions may be filed under the provisions of s. 16.007, Wis. Stats.

Section 25 - Commercial Motor Vehicle Driver's License

The Employer shall pay the cost of a commercial motor vehicle driver's license for employes who are required to possess such a license, when the possession of such license was not a condition of employment prior to appointment.

The Employer will provide all current employes required to have a commercial motor vehicle driver's license with the manual and regulations pertaining to that license. Employes shall be allowed time off without loss of pay to take the initial written and/or driving skills test.

Any renewal fee for the commercial motor vehicle driver's license which is in excess of that now being paid by an employe for a regular license shall be borne by the Employer.

Section 26 – Catastrophic Leave

A. This is a program to allow employes to voluntarily donate (transfer) annual leave, Saturday legal holiday and sabbatical leave time to employes who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

B. Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employe and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employe being required to take time off from work for an extended period of time to care for the family member.

C. Transfers may occur among covered employes in the same agency. Transfer between covered employes in different agencies may occur with the affected agencies approval. Covered employes for purposes of this provision means any classified state employe having access to a Catastrophic Leave Program.

D. The Union shall establish an approval committee, comprised of no more than three (3) Union representatives and one (1) management liaison. Leave requests must be approved by this Union approval committee. Applicants may request a review of denials before this committee.

E. Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

F. The Union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s) upon request.

G. To be an eligible recipient, an employe:

1. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes.)

2. Must be on approved unpaid leave of absence.

3. Must be in need of at least one hundred and sixty (160) hours.

4. Must be absent due to a catastrophic illness or disability of an employe or a member of the employe's immediate family for which medical documentation is provided.

5. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday and/or sabbatical leave time.

6. Must not be receiving other salary replacement benefits.

7. Must be approved to receive transfer by the Union approval committee.

8. Part-time employes will receive leave on a prorated basis up to the FTE of scheduled hours.

9. Must remain a state employe.

10. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Prorated based on FTE).

H. To be an eligible donor, an employe:

1. Must have completed the first six (6) months of an original probationary period and been a state employe for at least one (1) year.

2. Cannot donate a combination of more than twenty four (24) hours of accrued Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (Prorated based on FTE).

3. Must remain a state employe.

I. An applicant may consult with their Union representative by telephone for assistance with completing application materials for the Catastrophic Leave Program. Special requests for personal meetings or other arrangements based on an employe's disability may be considered.

J. It is understood that nothing in this Section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

K. It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

ARTICLE VIII

Layoff Procedure

Section 1 - Application for Layoff

The Union recognizes the right of the Employer to layoff, in accordance with provisions of this Article, or to reduce the hours of employment. In accordance with the procedures set forth in this Article, such procedures, however, shall not apply to temporary layoff of less than twenty (20) consecutive calendar days, and/or seasonal layoff of seasonal employes.

Section 2 - General Layoff Procedures

When a layoff occurs, the following general rules shall apply:

A. Layoff shall be by employing unit within the bargaining unit.

B. Layoff shall be by class as set forth in job specifications.

C. Employes within the layoff group shall be laid off by seniority with the least senior laid off first as defined in Article V, except that the Employer shall be permitted to exempt from the layoff process up to ten percent (10%) of the employes but not less than one (1) employe.

D. Employes with permanent status in class shall not be laid off while any limited term employes in the same classification, or original appointment employes serving a probationary period in the same classification, are continued in a bargaining unit position within the employing unit.

Section 3 - Notice of Layoff

In the event the Employer becomes aware of an impending reduction in work force, they will notify the Union as soon as practicable.

Section 4 - Employe Counseling

Upon request, employes notified of layoff shall be counseled on their rights and benefits by management in the presence of his or her business representative, if requested.

Section 5 - Reduction in Hours

In the event management determines to reduce work hours in lieu of layoff, it may, at its option, reduce the weekly scheduled hours of all employes by class within an employing unit to not less than

thirty two (32) hours per week for a period not to exceed four (4) weeks in one (1) calendar year and such reduction shall not be considered a layoff. If management determines, at its option, to reduce the weekly hours of a part of the employes within the same class within an employing unit, the layoff procedure will be followed in determining which employes shall work the reduced hours.

Section 6 - Bumping

Any shop supervisor or craftsworker supervisor promoted out of a craft position or Lead Craftsworker, may, upon notice of layoff and within five (5) calendar days thereafter, elect to bump downward to a classification within the Craft bargaining unit for which they are capable of performing, as determined by the Employer, in a class within the employing unit in which they had previously obtained permanent status in the classified service.

Section 7 - Recall

When a permanent vacancy occurs in an employing unit from which an employe was laid off, the employe shall be recalled according to the inverse order of layoff as provided in this Article for a five (5) year period from the date of layoff.

Employes are responsible for keeping the Employer notified of their current address and phone numbers. The Employer will make a reasonable effort to notify employes being considered for recall by certified mail and telephone. If unable to contact such employes within five (5) workdays, such employes shall forfeit any further recall rights for the vacancy being considered.

A laid off employe who fails to respond to the offer of recall within ten (10) workdays or who fails to be available for work within ten (10) workdays after the acceptance shall forfeit any further recall rights.

Section 8 - Reinstatement

The Craft unit employe who is laid off may file a request for employment with any employing unit in state service. Upon approval of that employing unit, and within the five (5) year period from the date of layoff as provided in this Article, such employe may be appointed to any vacancy in the same class or any similar class for which he/she might meet the necessary qualifications.

Section 9 - Transfer in Lieu of Layoff

A. Within the Department - Bargaining unit employes with permanent status in a class may transfer in lieu of layoff to a vacant position within the bargaining unit, within the same department, in his or her current classification.

B. Between Departments - The employe who is to be laid off may file a request for transfer to any department in state service. Upon approval of that department, such employe may be appointed to any vacancy in the same class or any similar class for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off.

ARTICLE IX

Hours of Work

Work schedules are defined as an employe's assigned hours of the day, days of the week, and days off.

The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employes as well as the schedules of entire work units; however, the Employer will attempt to keep such work schedule changes to a minimum. Insofar as possible, a minimum of three (3) calendar days notice will be provided to employes whose regular schedules are changed under this article.

ARTICLE X

Health and Safety

Section 1 - General

It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. The Employer shall make reasonable provisions for the safety and health of the employes, and the Union will lend its full support and encouragement to the practice of job safety and health by employes. The Employer further agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employes are responsible for reporting any unsafe conditions or practices and for properly using and caring for tools and equipment furnished by the Employer.

Section 2 - Applicable Statutory Provisions

A. Public Employe Safety and Health

Employes under the Agreement shall be covered by s. 101.055, Wis. Stats., relating to public employe occupational safety and health.

B. Toxic Substances, Infectious Agents, and Pesticides (Employes Right to Know Law)

Employes under this Agreement shall be covered by ss. 101.58 - 101.599, Wis. Stats., the statutory provisions which currently apply to the location and/or use of toxic substances, infectious agents, and pesticides in the workplace. Details are provided in the law on the following major program components:

1. The types of information which employers must provide to employes.
2. The right of employes to refuse to work prior to the receipt of requested information.
3. The responsibility of the Employer to provide education and training to employes.
4. The complaint resolution procedure to be used by employes who have been denied their rights.

Employe complaints under this Section shall be restricted to the remedies available under state statutes and shall not be subject to the grievance procedure (Article IV) of this Agreement.

Section 3 - Protective Clothing and Equipment

The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce.

In addition, when the Employer becomes aware that employes may be exposed, as a result of the employe's assigned duties, to substances that may be hazardous to the employe's health, the Employer shall notify affected employes and the appropriate Union Representative(s) as defined in Article IV, Section 1. In these instances, the Employer shall immediately take those steps it deems appropriate to provide affected employes with necessary protective clothing and equipment.

Section 4 - Foot Protection

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 eleven dollars ($11.00) per year payable as an expense check the first pay period of the calendar year. If an authorized medical certificate is presented, an employe shall be excused from wearing safety shoes.

Section 5 - Eye Examination

If an eye examination for safety glasses is necessary, the Employer will pay the entire cost of one examination during the life of this Agreement.

Section 6 - Transportation of Tools

The Employer agrees to provide transportation for all necessary tools, equipment, material and supplies which cannot reasonably or safely be transported by hand.

ARTICLE XI

No Strike or Lockout

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the mutual duration of this Agreement:

A. The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown, or other concerted interruption of operations or services by employes (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

1. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employes participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;

2. Canceling the civil service status of any employe engaging therein;

3. Seeking an injunction and/or requesting the imposition of fines, either against the Union and/or the employe(s) engaging therein, and/or suing for damages because of such strike activity.

When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employes to return to work, provide the Employer with a copy of such order by certified mail within twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employes to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

B. The Employer agrees that neither its, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

ARTICLE XII

General

Section 1 - Obligation to Bargain

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator, Division of Personnel and the Personnel Board relating to any of the subjects of collective bargaining contained herein, when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 - Retroactivity

No provision of this contract shall be retroactive unless so specifically stated.

Section 3 - Partial Invalidity

Should any party to this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 4 - Definition of Probationary Employe

The term "probationary employe" as used in this Agreement relates to all employes serving on a probationary period as defined below. All original and all promotional appointments to permanent and

seasonal positions in the classified service shall be for a probationary period of six (6) months, except as specifically provided in s. 230.28, Wis. Stats., and Wis. Administrative Code, ER Pers 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized. The inclusion of this Section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this Section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this Section.

Section 5 - Work Rules

The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of the 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. For purposes of this Agreement, work rules are defined as and limited to:

> "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employes."

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.

Section 6 - Contracting Out

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 written notification to and discussion with the Union in advance of the implementation. In the event a position is to be abolished as a result of contracting or subcontracting, the Employer will hold advance discussions with the Union prior to letting the contract. The Union will be advised of the nature and scope of work to be performed.

ARTICLE XIII

Termination of Agreement

Except as otherwise provided herein the terms and conditions of this Agreement shall continue in full force and effect commencing on ~~October 11, 1997~~_____, 1999 and terminating on June 30, ~~1999~~2001, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

Negotiations of Future Agreements

In the negotiations of a future Agreement, the parties agree that the Union will submit and explain its demands to the Employer on or before March 1, ~~1999~~2001, and the Employer will submit and explain its demands to the Union on or before March 15, ~~1999~~2001.

NEGOTIATING NOTE #1

1999-2001 AGREEMENT

The parties agree that pay increases or decreases which occur between July 1, 1997~~9~~, and the effective date of this Agreement shall be made retroactive to the day of change in the area prevailing rate for employes who are in the bargaining unit on the effective date of the Agreement.

NEGOTIATING NOTE #2 (For Information Purposes)

~~1997 – 1999~~1999-2001 AGREEMENT

REDUCTION FORMULA CALCULATION

[with two (2) week vacation option]

Effective ~~October 12, 1997 - January 3, 1998~~July 4, 1999 - December 18, 1999

A.	~~11.40~~10.60%	Retirement
	~~4.13~~4.14%	Vacation
	~~3.49~~3.74%	Sick Leave
	3.45%	Holidays
	0.14%	Life Insurance
	~~22.60~~22.07%	Total Percent Benefits Are of Payroll
B.	100.00%	"Direct" Compensation
	~~22.60~~22.07%	Benefit Percent of Payroll
	~~122.60~~122.07%	"Total Compensation" Percent
C.	**~~18.40~~18.10%**	Percent Benefits are of "total" compensation (Benefit percent/total compensation percent)
D.	**~~81.60~~81.90%**	Adjusted State Prevailing Rate Percent of Gross Area Prevailing Rate (100% less C)

Effective ~~January 4, 1998~~December 19, 1999

A.	~~11.00~~10.00%	Retirement
	~~4.13~~4.14%	Vacation
	~~3.49~~3.74%	Sick Leave
	3.45%	Holidays
	0.14%	Life Insurance
	~~22.20~~21.47%	Total Percent Benefits Are of Payroll
B.	100.00%	"Direct" Compensation
	~~22.20~~21.47%	Benefit Percent of Payroll
	~~122.20~~121.47%	"Total Compensation" Percent
C.	**~~18.20~~17.70%**	Percent Benefits are of "total" compensation (Benefit percent/total compensation percent)
D.	**~~81.80~~82.30%**	Adjusted State Prevailing Rate Percent of Gross Area Prevailing Rate (100% less C)

REDUCTION FORMULA CALCULATION

(With three (3) week vacation option)

Effective ~~October 12, 1997 - January 3, 1998~~July 4, 1999 - December 18, 1999

A.	~~11.40~~10.60%	Retirement
	~~6.04~~6.06%	Vacation
	~~3.49~~3.74%	Sick Leave
	3.45%	Holidays
	0.14%	Life Insurance
	~~24.52~~23.98%	Total Percent Benefits Are of Payroll
B.	100.00%	"Direct" Compensation
	~~24.52~~23.98%	Benefit Percent of Payroll
	~~124.52~~123.98%	"Total Compensation" Percent
C.	~~19.70~~19.30%	Percent Benefits are of "total" compensation (Benefit percent/total compensation percent)
D.	~~80.30~~80.70%	Adjusted State Prevailing Rate Percent of Gross Area Prevailing Rate (100% less C)

Effective ~~January 4, 1998~~December 19, 1999

A.	~~11.00~~10.00%	Retirement
	~~6.04~~6.06%	Vacation
	~~3.49~~3.74%	Sick Leave
	3.45%	Holidays
	0.14%	Life Insurance
	~~24.12~~23.38%	Total Percent Benefits Are of Payroll
B.	100.00%	"Direct" Compensation
	~~24.12~~23.38%	Benefit Percent of Payroll
	~~124.12~~123.38%	"Total Compensation" Percent
C.	~~19.40~~19.00%	Percent Benefits are of "total" compensation (Benefit percent/total compensation percent)
D.	~~80.60~~81.00%	Adjusted State Prevailing Rate Percent of Gross Area Prevailing Rate (100% less C)

REDUCTION FORMULA CALCULATION

(With four (4) week vacation option)

Effective July 4, 1999 - December 18, 1999

A.	10.60%	Retirement
	6.35%	Vacation
	3.74%	Sick Leave
	3.45%	Holidays
	0.14%	Life Insurance
	24.28%	Total Percent Benefits Are of Payroll
B.	100.00%	"Direct" Compensation
	24.28%	Benefit Percent of Payroll
	124.28%	"Total Compensation" Percent
C.	**19.50%**	Percent Benefits are of "total" compensation (Benefit percent/total compensation percent)
D.	**80.50%**	Adjusted State Prevailing Rate Percent of Gross Area Prevailing Rate (100% less C)

Effective December 19, 1999

A.	10.00%	Retirement
	6.35%	Vacation
	3.74%	Sick Leave
	3.45%	Holidays
	0.14%	Life Insurance
	23.68%	Total Percent Benefits Are of Payroll
B.	100.00%	"Direct" Compensation
	23.68%	Benefit Percent of Payroll
	123.68%	"Total Compensation" Percent
C.	**19.10%**	Percent Benefits are of "total" compensation (Benefit percent/total compensation percent)
D.	**80.90%**	Adjusted State Prevailing Rate Percent of Gross Area Prevailing Rate (100% less C)

~~NEGOTIATING NOTE #3~~

~~1997-1999 AGREEMENT~~

~~The sick leave balances of all employes in pay status in a bargaining unit position on the effective date of the Agreement and former employes who retired or were laid off from a position in the bargaining unit(s) during the period from July 6, 1997, to the effective date of the 1997-99 agreement will be recomputed at the new sick leave accrual rate based on the number of hours in pay status in a bargaining unit(s) position(s) during that time period. Employes who began an unpaid leave of absence on or after July 6, 1997, and before the effective date of the 1997-99 agreement will have their sick leave balances recomputed in the same manner upon their return to a bargaining unit position during the life of the agreement. Any additional sick leave credits will be credited to the employe's sick leave balance and will be available for prospective use only, except that employes who retired or were laid off from a bargaining unit(s) position(s) after July 6, 1997, and before the effective date of the Agreement may use the additional sick leave credits for the payment of health insurance premiums in the same manner as any sick leave credits that were available to them for that purpose at the time of retirement or layoff.~~

MEMORANDUM OF UNDERSTANDING NO. 1

1999-2001 AGREEMENT

The Employer agrees that employes covered by this Agreement will have the opportunity to elect coverage under any dental plan provided by the Employer to other bargaining units during the term of this Agreement. Employes electing coverage shall pay all plan premiums. The effective date, election period, and other terms of coverage will be determined at the time the dental plan is first made available to any other bargaining unit, and will be the same as terms applying to those units.

BARGAINING TEAMS

Management Bargaining Team

Peter D. Fox, Secretary
Department of Employment Relations

Fred Bau, Chief Spokesperson
Bureau of Collective Bargaining

Jill Thomas
Bureau of Collective Bargaining

Kathy Stella
University of Wisconsin - Madison

Owen Bradley
University of Wisconsin System

Tom Garcia
Department of Corrections

Faramarz Vakili
University of Wisconsin - Madison

Louis Siller
Department of Administration

John Vincent
Bureau of Compensation

Paul Ostrowski
Bureau of Compensation

Union Bargaining Team

Howard Czoschke
Madison

Samuel Purdy
IBEW Local 494
Milwaukee

Larry Green
Cross Plains

Michael Engelberger
Madison

Stuart Karnin
Madison

Patrick McEvilly
Madison

Jack Ellinger
Madison

Mark Reihl
Madison

Seaver Bigler
Milwaukee

Francis Faber
Madison

Timothy Coughlin
Madison

Bill Moyer
Madison

Jeff Leckwee
Madison

Lawrence Gradel
Avoca

Doug Avery
Madison

Joseph Weisling
Colgate

Kelvin Nord
West Allis

Lyle Balistreri
Milwaukee

Frank Hicks
Oconomowoc

John Jorgensen
Milwaukee

Ken Elmer
Milwaukee