

2003 DRAFTING REQUEST

Bill

Received: 11/12/2003

Received By: rchampag

Wanted: Today

Identical to LRB:

For: Legislative Council - IND

By/Representing: Bob Conlin

This file may be shown to any legislator: NO

Drafter: rchampag

May Contact:

Addl. Drafters:

Subject: Employ Pub - collective bargain

Extra Copies:

Submit via email: YES

Requester's email: robert.conlin@legis.state.wi.us

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

2003-05 collective bargaining agreement covering employees in the professional patient care unit

Instructions:

See Attached.

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?	rchampag 11/12/2003	wjackson 11/12/2003		_____			State
/1			rschlue 11/12/2003	_____	Inorthro 11/12/2003	mbarman 11/13/2003	

→ sent to Leg. Council per RAC

LRB-3728

11/13/2003 10:00:15 AM
Page 2

FE Sent For: 11/12/2003.

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Page 2

FE Sent For:

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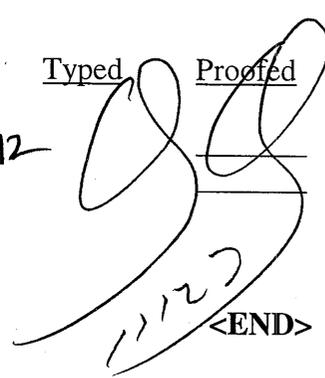
Topic:

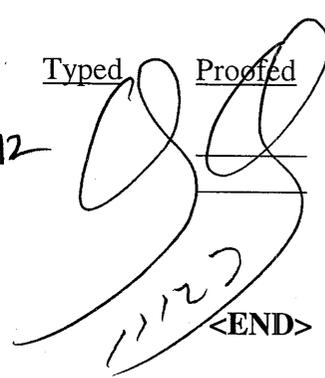
2003-05 collective bargaining agreement covering employees in the professional patient care unit

Instructions:

See Attached.

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
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11/22 <END>

FE Sent For:

Please Start FE process



State of Wisconsin
2003 - 2004 LEGISLATURE

LRB-3680/1

RAC:jld:rs

now

2003 BILL

LRB-3728/1

RAC

stays

1 **AN ACT relating to:** ratification of the agreement negotiated between the state
2 of Wisconsin and the District 1199W/United Professionals for Quality Health
3 Care, SEIU, AFL-CIO, for the 2003-05 biennium, covering employees in the
4 professional patient care collective bargaining unit, and authorizing an
5 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 employees in the professional patient care collective bargaining unit negotiated for the 2003-05 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:

CRB-
3680/1 Senate
3686/1

3728/1 Assm
3729/1

per
VC
Pot C.

Memo

To: Senator Representative **Leg. Council** (The Draft's Requester)

Per your request: ... the attached fiscal estimate was prepared for your un-introduced 2003 draft.

LRB Number: LRB **- 3728**

Version: " / **1** "

Fiscal Estimate Prepared By: (agency abbr.) **OSER**

If you have questions about the enclosed fiscal estimate, you may contact the state agency representative that prepared the fiscal estimate. If you disagree with the enclosed fiscal estimate, please contact the LRB drafter of your proposal to discuss your options under the fiscal estimate procedure.

Entered In Computer And Copy Sent To Requester Via E-Mail: **11 / 13 / 2003**

* * * * *

To: LRB - Legal Section PA's

Subject: *Fiscal Estimate Received For An Unintroduced Draft*

> **If redrafted** ... please insert this cover sheet and attached early fiscal estimate into the drafting file ... after the draft's old version (the version that this fiscal estimate was based on), and before the markup of the draft on the updated version.

> **If introduced** ... and the version of the attached fiscal estimate is for a **previous version** ... please insert this cover sheet and attached early fiscal estimate into the drafting file ... after the draft's old version (the version that this fiscal estimate was based on), and before the markup of the draft on the updated version. Have Mike (or Lynn) get the ball rolling on getting a fiscal estimate prepared for the introduced version.

> **If introduced** ... and the version of the attached fiscal estimate is for the **current version** ... please write the draft's introduction number below and give to Mike (or Lynn) to process.

THIS DRAFT WAS INTRODUCED AS: 2003 **AB-656**

Barman, Mike

From: Barman, Mike
Sent: Thursday, November 13, 2003 8:24 AM
To: Conlin, Robert
Subject: FE's by OSER for LRB 03-3729/1 & LRB 03-3728/1 (attached - for your review)



FE_LC_01.pdf



FE_LC_2.pdf

Mike Barman

Mike Barman - Senior Program Asst. (PH. 608-266-3561)
(E-Mail: mike.barman@legis.state.wi.us) (FAX: 608-264-6948)

State of Wisconsin
Legislative Reference Bureau - Legal Section - Front Office
100 N. Hamilton Street - 5th Floor
Madison, WI 53703



November 11, 2003

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

Dear Co-Chairpersons and Committee Members:

The State of Wisconsin represented by the Office of State Employment Relations (OSER) and the bargaining unit of the United Professionals for Quality Health Care (UPQHC), Service Employees International Union (SEIU), AFL-CIO, have completed the process of negotiating a successor contract for the 2003-2005 biennium.

Negotiations resulted in a tentative agreement which has been ratified by the membership of UPQHC. The Office of State Employment Relations recommends approval of the tentative agreement by the Joint Committee on Employment Relations and the Legislature.

The tentative agreement represents concessions by both parties and, if approved by the Joint Committee and by the Legislature thereafter, will enhance labor peace and stability through the remainder of the contract period to June 30, 2005.

The major provisions of the tentative agreement are:

I. Salary Adjustments:

A. First Fiscal Year: Continue anniversary date adjustments on the grid for all employees. Employees with base pay rates equal to or greater than the applicable grid endpoint receive a 1.5% GWA and employees with base pay rates equal to or greater than the applicable pay range maximum receive an annualized lump sum payment.

B. Second Fiscal Year:

Effective June 27, 2004:

1. No General Wage Adjustment; instead, exempt employees are eligible for an accelerated vacation schedule.

2. Equity adjustment for certain employees whose state seniority is less than the associated pay grid point, per the negotiated table on Prior Occupational Professional Experience, which gives credit for prior experience in the same designated discipline.
3. Market lump sum payment of \$2,400 for all employees.
4. Implement new pay grid which provides a market adjustment of 6.5% for Nurse Clinicians and 3% for non-Nurse Clinicians. Nurse Clinicians are reallocated to separate pay ranges.
5. Market adjustment of 1.5% for certain non-Nurse Clinician employees with 10 or more years of state seniority.
6. Continue anniversary date adjustments on the grid for all employees. Employees with base pay rates equal to or greater than the applicable grid endpoint receive a 1.5% GWA and employees with base pay rates equal to or greater than the applicable pay range maximum receive an annualized lump sum payment.

Effective December 26, 2004:

7. Implement new pay grid which provides a market adjustment of 6.5% for Nurse Clinicians and 3% for non-Nurse Clinicians.

II. Benefit Changes

- A. *Health Insurance:* Effective with coverage beginning January 2004, the 3-Tier health insurance model will be implemented for full-time employees and part-time employees appointed to work at 50% time or more. Employee contribution levels will be based on the following schedule.

January 2004 through December 2004 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$20.00	\$50.00
Tier-2	\$50.00	\$125.00
Tier-3	\$100.00	\$250.00

January 2005 through December 2005 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$25.00	\$62.50
Tier-2	\$50.00	\$125.00
Tier-3	\$100.00	\$250.00

Effective with coverage for January 2004, part-time employees appointed at less than 50% time will be required to pay the monthly premium equal to the amount shown above for the provider they select plus 50% of the monthly employer contribution for the selected health provider. [6/1/1]

- B. *Dental Insurance:* Effective January 2005, a free-standing dental program will be available to all employees. The employee contribution will be 35% and the employer contribution will be 65% of the monthly premium. [6/2/1]

III. Other Key Language Provisions

- A. *Hiring Above the Minimum (HAM):* Use of HAM is suspended the second year of the contract unless an agency experiences a failed recruitment. HAM cannot be used, even in the event of a failed recruitment, if the agency's bargaining unit vacancy rate is less than 6.0%. Hiring rate structure is implemented which provides credit for prior professional experience (see G., below). [5/3/1-2]
- B. *Vacation:* In lieu of a 1.0% General Wage Adjustment the second fiscal year, exempt employees are provided with an accelerated vacation schedule. [6/6/1]
- C. *Union President Leave of Absence:* Employees elected or appointed President will be granted a leave of absence without pay for the length of the term (currently two years). The employee's agency will keep him/her on the payroll during this absence and will be reimbursed by the Union for the entire cost of salary and benefits. Provisions for retaining the employee on payroll sunsets June 30, 2005, unless extended by mutual agreement. [6/7/1/A/7 & Memorandum of Understanding 6]
- D. *Military Differential Pay, Leave and Benefits:* Employees activated to serve military duty with the U.S. armed forces will receive pay and benefits for 179 days of service in calendar year 2003. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave. Any remaining accumulated leave may be carried over into the following calendar year. [6/10/2]
- E. *Layoff:* Employees will have the right to transfer between agencies in lieu of layoff but may be placed on permissive probation. [10/3/1]
- F. *Tuition Reimbursement:* Added language to cover courses taken through the internet. Courses taken at schools outside Wisconsin may be covered if the course is not offered in Wisconsin schools. [13/6/1/A]

- G. *Prior Occupational Professional Experience (POPE)*: A hiring structure will be implemented in June 2004 which provides credit for prior professional experience in the same designated discipline. Restrictions placed on use of Hiring Above the Minimum (see A., above). [Negotiating Note 6]
- H. *Sign-On Bonus for Nurse Clinicians*: Agencies have the discretion to provide up to \$2500 as a sign-on bonus for certain Nurse Clinicians. The employee must agree to stay in the position for one year from the date of hire or the bonus must be repaid. These provisions sunset June 30, 2005, unless extended by mutual agreement. [Negotiating Note 7]
- I. *Statewide Float Pool*: A joint labor/management committee will be convened to study the feasibility of creating a statewide float pool to address the issue of mandatory overtime, as well as other coverage issues. [Negotiating Note 8]
- J. *Contracting Out*: A standardized format to track the purchase of contracted services will be developed by DOA. State agencies will abide by current state procurement policies and collective bargaining agreement notice requirements. An advisory group will be established to advise the DOA Secretary on the procurement of services normally performed by the bargaining unit. These provisions sunset June 30, 2005, unless extended by mutual agreement. [Memorandum of Understanding 3]
- K. *Deinstitutionalization*: A committee will be established to advise the DHFS Secretary on specialized professional services needed to enable community placement of long-term residents of Northern Wisconsin Center. These provisions sunset June 30, 2005, unless extended by mutual agreement. [Memorandum of Understanding 4]
- L. *Forced Overtime*: Provides a list of conditions under which employees are exempt from forced overtime, subject to maintaining required staffing levels. [Memorandum of Understanding 9]
- M. *Nurse Clinician Add-On*: Effective June 27, 2004, an add-on in the amount of \$1.00 per hour may be provided to employees in Nurse Clinician positions who provide direct patient care. Nurse Clinicians at specified DOC worksites may receive an additional \$3.00 per hour add-on at the discretion of the appointing authority. Employees receiving the \$1.00 per hour add-on under the 2001-2003 Agreement will continue to receive the add-on until June 27, 2004. This add-on sunsets June 30, 2005, unless extended by mutual agreement. [Negotiating Note 5]

November 11, 2003

The effective date of the Agreement, unless otherwise specified within the sections of the Agreement, is the day following publication in the official State newspaper. The Agreement remains in full force and effect through June 30, 2005, unless the parties mutually agree to extend any or all terms of the Agreement.

Sincerely,



Karen E. Timberlake, Director
Office of State Employment Relations

KAK

- Attachments:
1. Bill Draft
 2. Fiscal Note
 3. 2003-2005 Tentative Agreement

2003 BILL

1 AN ACT relating to: ratification of the agreement negotiated between the state
2 of Wisconsin and the District 1199W/United Professionals for Quality Health
3 Care, SEIU, AFL-CIO, for the 2003-05 biennium, covering employees in the
4 professional patient care collective bargaining unit, and authorizing an
5 expenditure of funds.

Analysis by the Legislative Reference Bureau

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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:

Fiscal Estimate Narratives

OSER 11/11/2003

LRB Number 03-3680/1	Introduction Number	Estimate Type	Original
Subject 2003-05 Collective bargaining agreement covering employees in the professional patient care unit			

Assumptions Used in Arriving at Fiscal Estimate

The FISCAL ESTIMATE WORKSHEET reflects the cost of the adjustments from the respective effective date of the adjustments to the end of the 2003-2005 biennium. The annualized fiscal impact of these adjustments for 2005-2007 is provided below.

Paid Annual Leave of Absence: Provides accelerated vacation schedule for FLSA Exempt employees. For this reason, these employees are not eligible for the 1.0% GWA the second fiscal year. There is no out of pocket costs when the covered employees use the additional vacation but there is a "cost" in that salary will be paid for hours not worked. The average hourly wage of the covered employees is \$22.135 and the average number of additional leave hours for which they are eligible is 40.

In addition, the FLSA Exempt employees with at least 16 years of seniority, may at their option, elect to receive up to forty (40) hours in cash during the year earned. There are 312 FTE employees in the covered group with this seniority as of January 1, 2005. These employees are also eligible to put up to 40 hours of leave each year into a termination/sabbatical accumulation. Termination/sabbatical leave may be keep employees on payroll after actual retirement or be cashed out at retirement or other termination.

Long-Range Fiscal Implications

2005-2007 per year fiscal impact:
\$7,450,517 State Operations - Salaries and Fringes
\$3,422,022 GPR State Cost

Fiscal Estimate Worksheet - 2003 Session

Detailed Estimate of Annual Fiscal Effect

Original
 Updated
 Corrected
 Supplemental

LRB Number 03-3680/1	Introduction Number
-----------------------------	---------------------

Subject
 2003-05 Collective bargaining agreement covering employees in the professional patient care unit

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

II. Annualized Costs:	Annualized Fiscal Impact on funds from:	
	Increased Costs	Decreased Costs

A. State Costs by Category		
	Increased Costs	Decreased Costs
State Operations - Salaries and Fringes	\$8,596,162	\$
(FTE Position Changes)		
State Operations - Other Costs		
Local Assistance		
Aids to Individuals or Organizations		
TOTAL State Costs by Category	\$8,596,162	\$

B. State Costs by Source of Funds		
	Increased Costs	Decreased Costs
GPR	3,373,791	
FED		
PRO/PRS	5,222,371	
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	\$8,596,162	\$
NET CHANGE IN REVENUE	\$	\$

Agency/Prepared By OSER/ John Vincent (608) 266-1729	Authorized Signature	Date 11/11/2003
--	-----------------------------	---------------------------

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

United Professionals for Quality Health Care (11)

SUMMARY TOTALS					
		899.33			
Total FTE:					
Base Payroll:		\$45,801,739			
FISCAL YEAR		ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost	\$343,965	\$416,886	\$0	\$416,886
	1st Year Cost in 2nd Year	\$687,929	\$833,770	\$0	\$833,770
2004-2005	2nd Year Cost	\$6,060,646	\$7,345,506	\$3,373,791	\$3,971,715
Biennial Total		\$7,092,540	\$8,596,162	\$3,373,791	\$5,222,371

United Professionals for Quality Health Care (11)

1) FISCAL YEAR INCREASES:

A) Anniversary Adjustments FY 03-04

Anniversary Adjustments are limited to the June 27, 2004 pay range maximum: Eligible employees whose base pay rate is below the grid endpoint receive an anniversary adjustment based on their adjusted continuous service date, equal to one grid move, on their anniversary effective date. Those employee's whose base pay rate is over the grid endpoint receive an adjustment equal to 1.5% of their base pay rate, effective on their anniversary effective date. Any adjustment that would cause a base pay rate to exceed the June 27, 2004 pay range maximum is paid as an FTE-annualized lump sum payment for all remaining hours in the fiscal year. A lump sum payment due to the delay in implementation of the Agreement is paid to employees whose pay was at or over the grid endpoint as of July 1, 2003. Annualized Lump Sum payments were not made prior to the contract effective date. This lump sum due to the delay is equal to the amount granted as a anniversary adjustment multiplied by the hours in pay status from July 1, 2003, through the effective date of the employees anniversary adjustment.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$343,965 1st Year Cost in 2nd Year \$687,929	\$416,886 \$833,770	\$0 \$0	\$416,886 \$833,770
2004-2005	2nd Year Cost \$0	\$0	\$0	\$0
Biennial Total	\$1,031,894	\$1,250,656	\$0	\$1,250,656

B) Annual Leave Effective June 27, 2004

Paid Annual Leave of Absence: Provides accelerated vacation schedule for all employees. For this reason these employees are not receiving the 1.0% GWA in the second fiscal year. There is no out of pocket costs when the covered employees use the additional vacation but there is a "cost" in that salary will be paid for hours not worked. The average hourly wage of the covered employees is \$22.135 and the average number of additional leave hours for which they are eligible is 40.

In addition, the FLSA Exempt employees with at least 16 years of seniority, may at their option, elect to receive up to forty (40) hours in cash during the year earned. There are 312 FTE employees in the covered group with this seniority as of June 27, 2004. These employees are also eligible to put up to 40 hours of leave each year into a termination/sabbatical accumulation. Termination/sabbatical leave may be kept employees on payroll after actual retirement or be cashed out at retirement or other termination.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$0	\$0	\$0	\$0
Biennial Total	\$0	\$0	\$0	\$0

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

Attachment 2

United Professionals for Quality Health Care (11)

C) Equity Adjustment effective June 27, 2004

One-time Equity adjustment for employees whose state service seniority is greater than their grid seniority level within their current pay range on the FY 03-04 grid. Any employee whose state service seniority level is greater than the pay grid level will move to the grid point associated with the seniority limited to grid level E for Non-Nurse Clinician employees and limited to grid level G for Nurse Clinician employees on the FY 03-04 grid.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$7,180	\$8,703	\$3,997	\$4,706
Biennial Total	\$7,180	\$8,703	\$3,997	\$4,706

D) One-Time Lump Sum Payment

All employees in bargaining unit in pay status on June 27, 2004, receive a one-time lump sum payment equal to \$2,400.00 prorated by budgeted FTE on June 27 2004.

FISCAL YEAR	FRINGE	FRINGE	GPR WITH FRINGE	FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$2,158,397	\$2,615,978	\$1,201,519	\$1,414,459
Biennial Total	\$2,158,397	\$2,615,978	\$1,201,519	\$1,414,459

E) Nurse Clinician Reallocation and Grid Implementation Market Adjustments Effective June 27, 2004

Grid Implementation All employees are placed on the new grid implemented effective June 27, 2004. Employees are placed on the June 27, 2004 grid at the grid level in their associated pay range that corresponds to their current grid level. Those employees whose base pay rate is over the grid endpoint receive an adjustment equal either of the following: For Nurse Clinician classifications 6.5%, or for Non-Nurse Clinician classifications 3.0%, and adjustment of their current base pay rate, limited to the June 27, 2004 pay range maximum. Any adjustment that would cause a base pay rate to exceed the June 27, 2004 range maximum is paid as an FTE-annualized lump sum. The lump sum payment equals the hourly amount granted as a grid implementation adjustment, multiplied by the budgeted FTE on June 27, 2004, for the hours remaining in the fiscal year.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$2,221,764	\$2,692,778	\$1,236,793	\$1,455,985
Biennial Total	\$2,221,764	\$2,692,778	\$1,236,793	\$1,455,985

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

United Professionals for Quality Health Care (11)

F) Market Stratification for certain Non-Nurse Clinicians as follows:

Market Stratification Adjustment equal to a 1 grid level move or 1.5% for those over the grid endpoint (limited to the June 27, 2004 range maximum) for employees in the following classifications with 10 years or more state service seniority years as of June 27, 2004. Dietician Clinical, Nurse Specialist 1 and 2, Nursing Instructor 1 and 2, Nurse Consultant 1 and 2, Public Health Nurse 2 and 3, Therapist and Therapist Senior classifications.

<u>FISCAL YEAR</u>	<u>ALL FUNDS WITHOUT FRINGE</u>	<u>ALL FUNDS WITH FRINGE</u>	<u>GPR WITH FRINGE</u>	<u>OTHER FUNDS WITH FRINGE</u>
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0		\$0 \$0
2004-2005	2nd Year Cost \$116,191	\$140,824	\$64,680	\$76,144
Biennial Total	\$116,191	\$140,824	\$64,680	\$76,144

G) FY 04-05 Anniversary Adjustments

Anniversary Adjustments limited to the applicable 04-05 pay range maximum: Eligible employees whose base pay rate is below the applicable grid endpoint receive an anniversary adjustment based on their adjusted continuous service date, equal to one grid move, on their anniversary effective date. Those employee's whose base pay is over the grid endpoint receive a adjustment equal to 1.5% of their base pay rate, effective on their anniversary effective date, limited to the applicable range maximum. Any adjustment that would cause a base pay rate to exceed the applicable maximum is paid as an FTE-annualized lump sum for all remaining hours in the fiscal year.

<u>FISCAL YEAR</u>	<u>ALL FUNDS WITHOUT FRINGE</u>	<u>ALL FUNDS WITH FRINGE</u>	<u>GPR WITH FRINGE</u>	<u>OTHER FUNDS WITH FRINGE</u>
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0		\$0 \$0
2004-2005	2nd Year Cost \$366,702	\$444,443	\$204,133	\$240,310
Biennial Total	\$366,702	\$444,443	\$204,133	\$240,310

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

United Professionals for Quality Health Care (11)

H) Grid Implementation Market Adjustment Effective December 26, 2004

Grid Implementation All employees are placed on the new grid implemented effective December 26, 2004. Employees are placed on the new December 26, 2004 grid, at the grid level in the associated pay range that corresponds to their current grid level. Those employees whose base pay rate is over the grid endpoint receive an adjustment equal either of the following: For Nurse Clinician classifications 6.5%, and for Non-Nurse Clinician classifications 3.0%, of their current base pay rate, limited to the December 26, 2004 pay range maximum. Any adjustment that would cause a base pay rate to exceed the December 26, 2004 range maximum is paid as an FTE-annualized lump sum. The lump sum payment equals the hourly amount granted as a market adjustment, multiplied by the budgeted FTE on December 26, 2004 for the hours remaining in the fiscal year.

<u>FISCAL YEAR</u>	<u>ALL FUNDS WITHOUT FRINGE</u>	<u>ALL FUNDS WITH FRINGE</u>	<u>GPR WITH FRINGE</u>	<u>OTHER FUNDS WITH FRINGE</u>
2003-2004	1st Year Cost \$0	\$0	\$0	\$0
	1st Year Cost in 2nd Year \$0	\$0	\$0	\$0
2004-2005	2nd Year Cost \$1,190,412	\$1,442,780	\$662,669	\$780,111
Biennial Total	\$1,190,412	\$1,442,780	\$662,669	\$780,111

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**1199W/UNITED PROFESSIONALS
FOR
QUALITY HEALTH CARE**

**Service Employees International Union
AFL-CIO**

AND THE

STATE OF WISCONSIN

May 17, 2003 - June 30, 2003

Language in this Agreement which
is new or changed from the ~~1999~~2001 – 20013
Agreement is underlined.

Where language has been moved but unchanged,
reference will be shown in parenthesis.

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AGREEMENT

This Agreement made and entered into this ~~seventeenth day of May, 2003~~, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.97, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the ~~Department~~Office of State Employment Relations and SEIU District 1199W/United Professionals for Quality Health Care, , AFL-CIO, (hereinafter referred to as the "Union") as representative of employees employed by the State of Wisconsin, as set forth specifically in the recognition clause.

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.97, 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 employees 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 Employer-employee relationship which exists between them relative to the subjects of bargaining.

The Employer recognizes the professional nature of the employment and the dedication of the employees to improve health care practices and to work toward improved patient care through effective professional practices in those institutions and divisions managed by the Employer and accordingly recognizes the employees' professional responsibility to actively discuss and provide information with regard to these matters. It is understood that the provisions of this Section (Purpose of Agreement) are not subject to review under the grievance procedure set forth in Article IV of this Agreement.

ARTICLE I

Scope of the Agreement

1/1/1 This Agreement relates to classified employees of the State of Wisconsin in the Professional Patient Care Bargaining Unit as defined by the Wisconsin Employment Relations Commission Certification Case CXVIII, No. 23858, SE-86, Decision No. 16765-A, dated March 8, 1979; Case 118, No. 42277, SE-5, Decision No. 26758, dated January 24, 1991; and as amended by the Wisconsin Employment Relations Commission; and as further amended by 1995 Wisconsin Act 27, section 3782b and sections 3806 through 3842, which removed employees previously included in the unit and placed them in a separate unit of employees of the University of Wisconsin Hospital and Clinics Authority, outside the State Employment Labor Relations Act (Chapter 111, Wis. Stats., subchapter III) and subject to the Wisconsin Employment Peace Act (Chapter 111, Wis. Stats., subchapter I).

ARTICLE II

Union Recognition

Section 1 Recognition and Union Security

2/1/1 A. The Employer recognizes SEIU District 1199W/UP as the exclusive collective bargaining agent for all employees in the following classifications:

Classification	Pay Range	<u>New Pay Range Effective 6/27/04*</u>
Audiologist	11-11	
Developmental Disabilities Coordinator	11-09	
Developmental Disabilities Specialist	11-08	
Dietitian – Clinical	11-07	
Dietitian – Administrative	11-09	
Epidemiologist	11-09	
Epidemiologist – Advanced	11-10	
<u>Minimum Data Set (MDS) Coordinator</u>	<u>11-09</u>	
Nurse Clinician 2	11-09	<u>11-40</u>
Nurse Clinician 2 – Weekend	11-09	<u>11-40</u>
Nurse Clinician 3	11-10	<u>11-41</u>
Nurse Clinician 3 – Weekend	11-10	<u>11-41</u>
Nurse Clinician 4	11-11	<u>11-42</u>
Nurse Practitioner	11-22	
Nursing Consultant 1	11-09	
Nursing Consultant 2	11-10	

Nursing Instructor 1	11-09
Nursing Instructor 2	11-10
Nursing Specialist	11-09
Occupational Therapist	11-08
Occupational Therapist Senior	11-09
Physical Therapist	11-10
Physical Therapist Senior	11-11
Physician Assistant	11-12
Public Health Educator	11-08
Public Health Educator Senior	11-09
Public Health Educator Advanced	11-10
Public Health Nurse 1	11-08
Public Health Nurse 2	11-09
Public Health Nurse 3	11-10
Public Health Nutritionist 1	11-08
Public Health Nutritionist 2	11-09
Public Health Nutritionist 3	11-10
Speech Language Pathologist	11-10
Speech Language Pathologist Senior	11-11
Therapies Consultant	11-10
Therapist	11-06
Therapist Senior	11-07

*Note: Effective June 27, 2004, the following pay ranges shall be considered counterpart for purposes of this Agreement:

11-09 counterpart to 11-40

11-10 counterpart to 11-41

11-11 counterpart to 11-42

B. Employees excluded from the collective bargaining unit are all limited term, project, sessional, confidential, supervisory, and managerial employees.

C. All employees covered by this Agreement are in the classified service of the State of Wisconsin as listed in the certification for this unit by the Wisconsin Employment Relations Commission as set forth in this Agreement.

D. The parties will review all new classifications relating to this unit 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.

Section 2 Dues and Fair Share Deduction

2/2/1 A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union.

B. Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's biweekly pay. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be at the appropriate dues rate as listed in Appendix G. At hire the Employer shall assign each employee in the bargaining unit to the appropriate dues rate as listed in Appendix G. On a biweekly basis, the Employer shall review the dues rate and reassign employees to the appropriate dues rate based on the regular hours paid during the biweekly pay period.

C. New authorization cards must be submitted as indicated above by employees transferring from one employing unit to another and/or returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions to the Union within ten (10) days after the payday covering the pay period of deduction.

D. Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate his/her order at the end of any membership year, i.e. September 1, by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and the President of SEIU District 1199W/UP. The Employer shall give notice to the Union of receipt of such notice of termination.

E. Where a fair share certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or the proportionate "fair share" charge for 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 employees in the unit. The Employer will assign each "fair share" employee to the appropriate dues rate as listed in Appendix G. The amount so deducted shall be paid to the Union.

F. 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 Dues, Seniority and Personnel Lists

2/3/1 A. The Employer agrees to furnish the Union a quarterly list of the employees in the bargaining unit by department. The list will show the names, mailing addresses and civil service classifications of those employees. As soon as possible, the Employer will furnish the Union a list of dues checkoff information, seniority information, and personnel transactions affecting employees in the unit who are covered by the Department of Administration payroll system. Information will be provided with the dues checks received from the payroll department on a biweekly basis and will include the information set forth below. Upon request of the Union, the ~~Department~~Office of State Employment Relations will furnish this information in computer readable form.

Department
Secondary Level
Employee name
Social Security number
Civil Service Classification
Work telephone number
Home Address
Seniority date and tie breaker information

Ethnic group

Sex

Hourly Base Rate

Amount of dues deduction

Effective date of the dues deduction

Personnel transactions and effective date, e.g. reclass or promotion

“add” if new employees

“c” to indicate change in employee information

B. The University of Wisconsin payroll system will continue to provide existing dues, seniority, and personnel information to the Union.

C. In the directory published for the University of Wisconsin-Madison, a listing of all university employees covered by this Agreement who work at UW-Madison will be included. The listing will include:

1. employee name,
2. classification,
3. building location,
4. work phone,
5. home address,
6. home phone.

The listing of the home address and home telephone is at the employee's option. Thirty (30) copies of the directory will be provided to the Union.

Section 4 Union Activity

2/4/1 Bargaining unit employees, including officers and representatives shall not conduct any Union activity or business on State time except as specifically authorized by the provisions of this Agreement.

Section 5 Printing of Agreement

2/5/1 A. The Employer shall be responsible for the typesetting and printing of this Agreement. A printer will be selected by mutual agreement. Any material put into the Agreement that is not initialed and proofed by the Employer and the Union will not be considered a valid part of this Agreement.

B. The Employer and the Union shall each pay fifty percent (50%) of the cost of printing 1,800 copies of this Agreement, including the cost of preparing the galleys. The printed Agreements shall be delivered by the Union to the Employer. The Employer shall distribute copies to all present employees within thirty (30) calendar days of receipt of the printed Agreement from the Union and to all future members of the bargaining unit on/or about their date of hire.

Section 6 Bulletin Boards

2/6/1 A. The Employer shall provide bulletin boards at mutually agreed upon locations for use by the local union to enable employees of the bargaining unit to see notices posted thereon. Such mutual agreement shall be arrived at locally.

B. Bulletin Boards shall be placed adjacent to WSEU Bulletin Boards, if possible, at the following locations:

Department of Public Instruction – Madison	1
Wisconsin Veterans Home – King	1
Mendota Mental Health Institute	1
Winnebago Mental Health Institute	1
Central Wisconsin Center	1
Northern Wisconsin Center	1
Southern Wisconsin Center	1
Department of Health & Family Services – Wilson Street	1

Division of Public Health – Eau Claire	1
Division of Public Health – Milwaukee	1
Division of Public Health – Green Bay	1
Division of Public Health – Rhinelander	1

The normal size of these bulletin boards shall be eight (8) square feet.

C. Additional bulletin boards or use of management bulletin boards may also be agreed to locally. The Employer shall pay the cost of boards mutually agreed upon.

D. All bulletin boards, which the Union currently enjoys, shall be maintained. All notices shall be posted by an authorized union representative and shall relate to matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Rulings or policies of the International Union or other Labor Organizations with which the Union is affiliated;
7. Reports of Union standing committees;
8. Any other material authorized by the Employer or his/her designee and the local Union; and,
9. Official Union publications.

E. No political campaign literature or material detrimental to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the local Union.

F. The location, size, type and number of additional bulletin boards shall not be subject to the grievance procedure in Article IV.

Section 7 Notice of Promotional Exams

2/7/1 The Employer shall post on all bulletin boards referenced in this Agreement, as well as upon management bulletin boards which are used to communicate with employees in this bargaining unit, all notices of promotional examinations for bargaining unit positions. One (1) copy shall be timely sent by the Employer to the President of the Union. The parties agree the above notices are for informational purposes only. In addition to the promotional examination notices the Current Opportunities Bulletin will likewise be posted on the above-referenced bulletin boards.

Section 8 Union-Management Meetings

2/8/1 A. Union-Management meetings will be held as follows, subject to the procedures identified in B., below:

1. In those facilities with fewer than eleven (11) ten (10) or fewer bargaining unit employees, both the necessity and frequency of labor-management meetings will be decided by the Employer and Union representatives. At the request of either party, When such meetings are will be held they shall be in accordance with the above procedure.

2. Once each month, In those facilities with more than ten (10) bargaining unit employees, Employer and Union representatives will meet once each month, unless mutually agreed otherwise, at each facility with more than ten (10) bargaining unit employees.

3. Regardless of how many bargaining unit employees at each facility in the Department of Corrections or the Divisions of Health Care Financing, Public Health or Supportive Living in the Department of Health and Family Services, designated representatives of the Employer will meet once each quarter with representatives designated by the Union, not to exceed a total of three (3) bargaining unit employees.

B. Union-Management meeting procedures are as follows:

1. Items to be included on the Labor-Management meeting agenda shall be exchanged at least five (5) days in advance of the scheduled meeting.

2. The meetings will be held at a mutually agreed upon time and place.

3. The appropriate representatives designated by the Employer will meet with not more than three (3) Union representatives designated by the Union. If management elects to have more than three (3) management representatives present, forty-eight (48) hours notice will be provided to the Union.

~~4. Regardless of how many bargaining unit employees at each facility in the Department of Corrections or the Divisions of Health Care Financing, Public Health or Supportive Living in the Department of Health and Family Services, the designated representatives of the Employer will meet once a quarter with the representatives designated by the Union, not to exceed a total of three (3) bargaining unit employees.~~

5C. If an employing unit decides to downsize or eliminate a work unit or a program involving five (5) employees or more, the Union shall be notified thirty (30) calendar days in advance of the effective date if possible, and be given an opportunity to discuss that organizational change and the procedure for reassignment for affected employees prior to implementation. (For reassignment/downsizing by program reductions, see Article IX, Section 6.)

BD. The purpose of each meeting shall be to foster communication and input between employees and management in the following described areas:

1. Discuss the administration of the Agreement;
2. Disseminate general information of interest to the parties, including levels of supervision and names;
3. Give the Union representative the opportunity to express his/her views on subjects of interest to employees of the bargaining unit;
4. Consider and, if problems arise, attempt to remedy health and safety matters relating to bargaining unit employees in the departments including the review of training programs related to the health and safety of those employees in dealing with various client or patient populations;

5. The recommendation of safety equipment, pilot use of new equipment prior to purchase, placement of equipment, and quality of equipment to be purchased; and

6. Notify the Union of changes in non-bargainable conditions of employment contemplated by management, which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.

CE. The parties agree that such meetings will be exclusive of the grievance procedure and grievances shall not be considered at monthly meetings; such meetings shall not be considered as instructional or in-service meetings or programs. The Employer shall keep minutes of the monthly meetings and furnish a copy, in a timely manner, for proofing to the representative designated by the Union. Resolution of problems will be communicated by management in written form to the affected first-line supervisors, the Union and a Union-designated representative.

DE. Union representatives who are members of the bargaining unit will receive time off with pay to attend such meetings which are held during their regularly scheduled hours of work. Any travel and subsistence incurred shall be the responsibility of the employee.

~~E. In those facilities with fewer than eleven (11) employees, both the necessity and frequency of labor-management meetings will be decided by the Employer and Union representatives. When such meetings are held they shall be in accordance with the above procedure.~~

Section 9 Joint Labor/Management Meetings

2/9/1 The Employer and the Union agree that informal meetings will take place between the State and PPCU representatives to discuss concerns and issues that may arise and to solve problems before negotiations for the next contract begin. [Moved from 2/19/1]

Section 10

Union-Management Relations

2/10/1 The Union and Management affirm the policy of the State Employment Labor Relations Act to maintain fair, friendly and mutually satisfactory relations in state employment. For this reason, the parties agree that supervisors and employees should treat each other with mutual respect by using professional behavior and language, thus avoiding an intimidating, hostile or offensive working environment. **[Moved from MOU 2]**

Section 911 **Notice of Educational Courses**

2/911/1 A. The Employer agrees to provide through the use of available bulletin boards information regarding in-service and on-the-job training, education courses and programs available within the employing department, and programs available to employees outside their employing department. Such notices will be posted as soon as the information is available.

B. The Employer agrees to give each employee a form furnished by the Union at the time training is requested for any professional development needs. The employee will return the form to the designated Union representative. The employee may use interdepartmental mail.

Section 102 **Union Conventions, Education Classes and Bargaining Unit Conferences**

2/102/1 A. Conventions - Meetings

Employees who are duly elected delegates, alternates, officers or speakers shall be granted time off without pay not to exceed a total of five (5) work days annually to attend their union's conventions and/or Professional Patient Care Unit board meetings, except that officers shall receive ten (10) such days off. Officers are defined as the President, Vice-President, Secretary and Treasurer of the Union and the Professional Patient Care Unit representatives to the Union's board or the Professional Patient Care Unit's Chapter board. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the individual employee may designate. The Union shall give the Department Office of State Employment Relations written notice of those attending such functions at least twenty-eight (28) calendar days in advance of the function. Employees released to attend such function(s) shall be so notified by the Employer within fourteen (14) calendar days of the Employer's receipt of the Union's request. The Union shall notify the Department Office of State Employment Relations on a continuing basis as to the election or appointment of the afore-described delegates, alternates, officers, or speakers.

B. Educational Classes

Employees who are elected or selected by the Union to attend educational classes and/or Union representative training conducted by or for the Union shall be granted time off without pay for the purpose of participating in such classes. The number of employees in the bargaining unit attending such classes shall not exceed twenty five (25). The number of work days off for such purposes shall not exceed four (4) for each employee in any one (1) calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The Union shall give the DepartmentOffice of State Employment Relations written notice of those attending such functions at least twenty-eight (28) calendar days in advance of the function. Employees released to attend such function(s) shall be so notified by the Employer within fourteen (14) calendar days of the Employer's receipt of the Union's request.

C. Bargaining Unit Conferences

PPCU Executive Board members, SEIU District 1199W/UP Board members and members of the PPCU Bargaining Team who are elected or selected by the Union to attend bargaining unit conferences covered by this Section shall be limited to the two (2) regularly scheduled PPCU bargaining unit conferences held each year of the contract and up to six (6) special bargaining unit conferences for the duration of this Agreement. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The Union shall give the DepartmentOffice of State Employment Relations at least twenty eight (28) calendar days advance written notice of the affected employee's intention to attend such function unless an emergency requiring a special bargaining unit conference makes the twenty eight (28) day notice impractical, in which event the Union shall give a fourteen (14) day advance written notice. Employees released to attend such function(s) shall be so notified by the Employer within fourteen (14) calendar days of the Employer's receipt of the Union's request. The Union shall notify the DepartmentOffice of State Employment Relations on a continuing basis as to the election or appointment of the afore-described Board and Team members.

D. Additional Union Notification Requirements

The Union shall provide written notice to the ~~Department~~Office of State Employment Relations and the agencies of events covered under 2/10/1/A. through C., inclusive, as soon as possible after such events are scheduled.

Section 113 Distribution of Notices/Institutional Mail

2/113/1 A. The Union shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of two (2) membership mailings per month to members of the Union. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The contents of such mailings shall be related to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Rulings or policies of other Labor Organizations with which the Union is affiliated;
7. Reports of Union standing committees; and,
8. Any other material authorized by the Employer and the Union.

B. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. Union (SEIU District 1199W/UP) publications may, however, contain informational stories relative to endorsements by the Union and/or other organizations.

C. Union use of the mail systems involved shall not include any U.S. Mails or other commercial delivery systems used by the state as a part of or separate from such mail systems.

Section 124 Use of Facilities

2/124/1 Employees shall be allowed to use state facilities for meetings if it is that department's policy to allow the facility to be used by the public. The same costs associated with the use of the facility by the public, if any,

including fees, cleanup costs, etc., will be charged to the user. Should it be necessary for the Employer to clean the facility as a result of the aforementioned meeting, such charges will be assessed to the user, at the same rate the public would be charged.

Section 135 Telephone Use

2/135/1 Existing telephone facilities may be used by Union officers and representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. Such use shall not obligate the Employer for payment of long distance or other charges. The Employer will not charge the Union or individual employees for local calls made for the purposes described in this section.

Section 146 Use of E-Mail

2/146/1 Existing e-mail facilities may be used by Union officers and representatives for Union business, providing such use does not interfere with or disrupt normal operations of the facility. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. ~~This section will sunset on June 30, 2003, unless the parties mutually agree to extend.~~

Section 157 Visitations

2/157/1 A. The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the Employer's premises during working hours by giving twenty four (24) hours advance notice to the appropriate Employer representative. The Union representative shall, upon arrival, check in through the regular channels for receiving visitors.

B. Such visitations shall be for the purpose of conferring with the Employer, designated Union representatives and/or employees and for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees. Under these conditions the Employer agrees to provide for the release of employee(s) from their normal work duties to meet privately with the representative for a reasonable amount of time as soon as necessary arrangements can be made. The Employer has the right to designate a meeting place and/or to provide a representative to accompany the Union representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place.

C. For those employees in the unit who are employed in a non-institutional setting, Union representatives shall be permitted to meet with these employees provided that such activity shall not interfere with the normal duties of the employees.

Section 168 Orientation

2/168/1 A. A representative of the Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientation meetings involving new SEIU District 1199W/UP represented employees. The Employer retains the right to prohibit or terminate any Union orientation presentation that contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary. Representatives conducting Union orientation shall do so without loss of pay during their scheduled hours of employment.

B. In the absence of such group orientation meetings, or individual employee orientation meetings, the Employer agrees to distribute to new employees represented by SEIU District 1199W/UP a packet of informational material furnished to the Employer by the Union. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

Section 179 PAC Deductions

2/179/1 A. Upon receipt of a voluntary written individual order from an employee on forms provided by the Union, the Employer will deduct from the pay of such an employee those PAC contributions authorized by the employee.

B. Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

C. 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 error or any action taken or not taken by the Employer under this section.

Section 1820 Notice to SEIU District 1199W/UP President

2/1820/1 The following information will be sent in a timely manner to the UP President:

- A. Personnel Lists
- B. Notice of Promotional Examinations
- C. Notice of Change in Mileage Reimbursement
- D. Notice of New Subtitles used in the Professional Patient Care Unit
- E. Notice of Layoff.
- F. Notice of Employing Unit Changes.
- G. Notice of Worker's Compensation Claims.
- H. Notice of 230.36 Injury Reports or Change in Status.
- I. Notice of Concentrated Performance Evaluations.
- J. Changes in work rules.
- K. Disciplinary notices.
- L. Notice of HAM/RMR.
- M. Notice of At Risk of Layoff.
- N. Notice of all involuntary separations including medical and workers compensation terminations.

~~Section 19 Joint Labor/Management Meetings~~

~~2/19/1 The Employer and the Union agree that informal meetings will take place between the State and PPCU representatives during the life of the Agreement to discuss concerns and issues that may arise and to solve problems before negotiations for the next contract begin.~~

[Moved to 2/9/1]

ARTICLE III

Management Rights

3/1/1 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 employees of the various agencies.
- C. To transfer, assign or retain employees in positions within the agency.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- E. To determine the size and composition of the work force and to lay off employees 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.

3/1/2 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, policies with respect to probationary periods and appointments, but not including transfers between positions allocated to classifications that are assigned to the same pay range or an identical pay range in a different pay schedule, within the same collective bargaining unit or another collective bargaining unit represented by the same labor organization.

B. The job evaluation system specifically including position classification and reclassification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status, other than pay status, resulting from position reallocation.

ARTICLE IV

Grievance Procedure

Section 1 **General**

4/1/1 A. A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of the Agreement. The grievance procedure as set forth below shall be the exclusive procedure for adjustment of disputes arising from the application and interpretation of the Agreement.

 B. 1. Only one (1) subject matter shall be covered in any one (1) grievance.

 2. A written 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.

 3. The grievance shall be presented to the designated agency representative(s) in quadruplicate (on forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union representative.

 C. 1. An employee may choose to have his/her designated Union representative represent him/her at any step of the grievance procedure.

 2. If an employee 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 designated Union representative and no further discussion shall be had on the matter until the designated Union representative has been given notice and an opportunity to be present.

 D. Individual employees or groups of employees shall have the right to present complaints at the Pre-Filing Step in person or through other non-Union representatives of their own choosing, and at Steps 1 and 2 of the grievance procedure provided that the designated 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.

E. Upon mutual agreement of the parties, a grievance meeting at any step may be conducted by teleconference by means of the State's telephone system.

F. When a grievance is advanced to a higher step by the Employer, the Union representative will be notified.

Section 2 Procedure

4/2/1 A. All grievances must be presented promptly in writing at Step One or Step Two, as appropriate, and not 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.

B. Pre-Filing Step:

Prior to filing a Step One grievance, the subject matter of the potential grievance shall first be discussed between the employee and the immediate supervisor. When requested by the complainant, a designated employee Union representative will accompany the complainant when meeting with the immediate supervisor. The immediate supervisor will respond within seven (7) calendar days from the date of the pre-filing meeting, unless mutually agreed otherwise. If denied, the grievance response will include an explanation of the reason for denial. If there is no mutual agreement to extend the time limit, the Union may file a grievance at Step One. In facilities where Union-Management meetings are not regularly scheduled, a complainant may be accompanied by a non-employee Union representative if so requested by the complainant.

C. Step One:

To be considered further, complaints which have not been resolved in the Pre-Filing Step must be submitted in writing as grievances by the employee to the designated agency representative within the thirty (30) calendar day time limits specified in Section 4/2/1/A. Grievances shall be signed and dated by the employee and/or the representative. The appropriate agency representative(s) will meet with the employee and his/her representative within ~~twenty one (21)~~fourteen (14) calendar days of the receipt of the written grievance 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 employee and Union representative within seven (7) calendar days from the Step One meeting. If denied, the grievance response will include an explanation of the reason for denial.

D. Step Two:

If dissatisfied with the Employer's answer in Step One or the grievance has not been answered within the designated time limits, to be considered further, the grievance must be appealed to the designee of the appointing authority (i.e., Division Administrator, Bureau Director, or personnel office) within fourteen (14) calendar days from receipt of the answer in Step One or the date the answer was due, whichever is earlier. The onsite Union representative will forward appropriate copies of the grievance to the Union office, which will forward to the Employer representative at the agency level. The designated agency representative(s) will meet with the employee and a representative of the Union within thirty (30) calendar days from the receipt of the appeal to the Second Step 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 of the agency and returned to the grievant and his/her Union representative within thirty (30) calendar days from the Second Step meeting. If denied, the grievance response will include an explanation of the reason for denial.

E. Step Three:

1. Grievances which have not been settled or answered under the foregoing procedure may be appealed to arbitration by the Employer or the Union to the other party within thirty (30) calendar days from the date of the agency's answer in Step Two, or from the date on which the agency's answer was due, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the 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. A pre-arbitration conference may be held to discuss witnesses and evidence to expedite the process in non-disciplinary cases.

2. The parties shall make a reasonable effort to select an arbitrator by mutual agreement. If the parties are unable to reach agreement on an arbitrator, the parties or party, acting jointly or separately, shall request the Wisconsin Employment Relations Commission to submit a panel of arbitrators. The parties shall select one (1) arbitrator from the panel by alternately striking names until only one (1) remains. The party striking first shall be determined by the toss of a coin, with the loser striking first.

3. Where two (2) or more grievances related to the same subject are appealed to arbitration, the parties may agree to consolidate the grievances for hearing. On grievances where agreement to consolidate is not reached, a separate arbitrator shall be selected for each grievance.

4. a. The cost of the arbitrator and the expenses of the hearing including a court reporter and transcript, if requested by either party, will be shared equally by the parties.

b. Grievant and Union representative will attend arbitrations without loss of pay. It is intended that work schedules will be adjusted to coincide with the arbitration hearing except in unusual situations. The grievant's or Union representative's work schedule will not be changed to make the arbitration date fall on a day off.

c. When an employee is subpoenaed by either party that employee may appear in pay status. To avoid the payment of overtime, witnesses may have their work schedules changed to be in pay status for the arbitration.

5. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator may be selected 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.

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

7. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and s. 230.36, Wis. Stats., hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Time Limits

4/3/1 A. 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. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

B. 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.

C. ~~The Employer and the Union shall make every reasonable effort to schedule arbitration hearings in a timely manner.~~ Arbitration cases will be scheduled for hearing within six (6) months from the date of appeal to arbitration. Arbitrations for discharge cases will be heard within nine (9) months from the date of appeal to arbitration and all other cases will be heard within one (1) year from the date of appeal to arbitration.

Section 4 Special Arbitration Procedures

4/4/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/2/1/DE.1. through 4/2/1/DE.7. Cases decided by either of the following methods of dispute resolution will not be used as precedent in any other proceedings.

For purposes of both of these special arbitration procedures, arbitrators will be mutually selected by the parties to serve for the term of the Agreement.

A. Expedited Arbitration Procedure

1. Cases presented to an arbitrator ordinarily will consist of campus, local institution or work site issues, and other individual situations to which the parties mutually agree.

2. Four (4) cases will be grouped by institution and/or geographic area and heard in that area to the extent possible.

3. The presentation of each case by each party will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts will be made. If witnesses are used to present facts, there will be no more than two (2) called by each party. If called to testify, the grievant is considered as one of the two witnesses.

4. The arbitrator will give a bench or other decision within five (5) calendar days. The arbitrator may deny, uphold, or modify the action of the Employer. All decisions by the arbitrator will be final and binding.

5. In the event the arbitrator issues a written decision, such decision will identify the process as non-precedential in the heading or title of the decision.

6. The costs of the arbitrator and the expenses of the hearing will be shared equally by the parties. The grievant and Union representative will attend the arbitration without loss of pay.

B. Umpire Arbitration Procedure

1. The parties will meet with the arbitrator no more than once every six (6) months.

2. The cases presented to the arbitrator will consist of campus, local institution, or work site issues, and other individual situations to which the parties mutually agree.

3. Such cases will be given an initial joint screening by the parties. Either party may provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to that hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

4. Joint statements of fact and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the scheduled hearing date, unless the arbitrator agrees to

fewer days for that particular hearing date. If contract language is to be interpreted in any grievance heard under this procedure, a copy of the Agreement will also be provided to the arbitrator prior to the hearing.

5. Whenever possible, five (5) cases will be grouped by campus, institution and/or geographic area and heard in that area. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

6. The presentation of each case in chief will be limited to five minutes by each party with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called, although the Arbitrator may ask questions of those present. No objections will be allowed; no briefs or transcripts will be made.

7. The arbitrator will render a final and binding decision on each case at the end of the day, unless the parties agree to a different timeframe for the issuance of the arbitration award. The arbitrator may deny, uphold or modify the action of the Employer.

8. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties. The grievant and Union representative will attend the arbitration without loss of pay.

Section 5 Representation

4/5/1 An employee may privately consult with his/her representative during working hours for a reasonable period of time relative to a grievance matter by first contacting his/her supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her representative through the representative's supervisor.

Section 6 Retroactivity

4/6/1 A. Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. 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 unless the circumstances of the case made it impossible for the employee to know he/she had grounds for such a claim prior to that date, in which case the retroactively shall be limited to a period of thirty (30) calendar days prior to the date the grievance was initiated in writing.

B. 1. Employees who voluntarily terminate their employment will have any grievances pending at the time immediately withdrawn and will not benefit from any later settlement regarding such grievance or group grievance on the issue, except as provided in 2., below.

2. Employees who retire may benefit from a later settlement of a union or group grievance pending at the time of the retirement, excluding grievances related to disciplinary actions.

Section 7 Union Representatives

4/7/1 A. The Union may designate a total of up to one hundred (100) Union representatives who are members of the bargaining unit for the bargaining unit.

B. The Union shall designate the jurisdictional areas for the Union representatives in each employing unit. Jurisdictional areas will be basically by employing unit, but may include other employing units within the area. Representatives will be designated consistent with the geographic locations and number of employees in the work unit (worksites). Such designations will be made in a manner as to avoid unnecessary travel.

C. The Union shall notify the Employer in writing of the names of the Union representatives, and their respective jurisdictional areas within the thirty (30) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

D. A chief Union representative may be designated by the Union for specified jurisdictional areas. The name of the designated chief Union representative will be submitted to the Employer in writing.

Section 8 Union Grievances

4/8/1 The Union shall have the right to file via an officer of the bargaining unit who is a member of the bargaining unit a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement lead to a controversy with the Union over application of the terms or provisions of this Agreement. Such grievances must be designated as Union grievances at the initial step and must comply with the time limits previously set forth in this Article. Union

grievances may be filed at Step One of the grievance procedure. However, where more than one (1) employing unit is involved in the Union grievance, the grievance may, upon mutual agreement with the Employer's Second step representative, be filed directly to Step Two.

Section 9 Group Grievances

4/9/1 Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, 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 employees covered by the group grievance. Only one (1) of the grievants, along with the designated Union representative, shall represent and serve as spokesmanspokespeople for the entire group. If management elects to have more than two (2) management representatives present at the grievance hearing, forty-eight (48) hours notice will be provided to the Union, whenever possible.

Section 10 Processing Grievances

- 4/10/1 A. Union representatives and grievants will be permitted a reasonable amount of time to process and investigate grievances during their regularly scheduled hours of employment without loss of pay.
- B. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.
- C. Scheduling of grievance meetings shall be as mutually agreed by the parties, however such scheduling shall not unreasonably delay the meetings.

Section 11 Problem Solving

4/11/1 ~~By mutual agreement~~ Upon request by either party, designated Union representatives may engage in problem solving with management at any step of the grievance process. On a case by case basis, upon request from the Union, management may allow an affected employee(s) to attend such meetings. Such request(s) will not be unreasonably denied. These meetings are intended to address the underlying cause of the problem but not intended to interfere with the grievance procedure itself. Such meetings will be held at mutually agreed upon times and locations.

Section 12 Supervisory List

4/12/1 When requested by the Union, the Employer will supply a list of supervisors responsible for handling grievances.

Section 13 Discipline and Discharge

4/13/1 A. The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, or discharge, taken by the Employer beginning with Step Two of the grievance procedure. Written reprimands and other discipline matters shall begin with Step One of the grievance procedure. When discipline is taken against an employee, the employee will receive a copy of such action. At the same time a copy will be mailed to the President of SEIU District 1199W/UP.

B. An employee may choose a Union representative from a list provided by the Union, per 4/7/1/B., for the specific worksite, or a Union staff member, in the investigatory process if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. In unusual situations where delay is not possible and the Union representative is not immediately available, SEIU District 1199W/UP may be contacted to provide representation. By mutual agreement between SEIU District 1199W/UP and the appointing authority or designee, a Union representative may be selected from a different jurisdiction.

C. An employee may choose a Union representative from a list provided by the Union, per 4/7/1/B., for the specific worksite, or a Union staff member, in the predisciplinary process. In unusual situations where delay is not possible and the Union representative is not immediately available, SEIU District 1199W/UP may be contacted to provide representation. By mutual agreement between SEIU District 1199W/UP and the appointing authority or designee, a Union representative may be selected from a different jurisdiction.

D. The Employer shall give advance notification of the time, date, location, and a brief statement of the issue to the employee and his/her selected Union representative regarding the investigatory and/or predisciplinary meeting. If a Union representative has not been selected by the employee, all notices will go to a chief Union representative where one exists. In the absence of a chief Union representative and a selected

Union representative, the notice will be submitted to SEIU District 1199W/UP. Notification will be provided in writing except in unusual situations.

E. Whenever feasible, the investigatory and/or predisciplinary meetings may be delayed up to seventy two (72) hours for the employee to arrange for union representation. The appointing authority or designee cannot substitute or request substitution of a Union representative to unreasonably avoid the seventy two (72) hour delay.

F. When substitution of a Union representative is made, the Union will notify management as soon as possible. Substitutions will not result in any unreasonable delay.

G. Disciplinary action cannot be taken during an informal counseling meeting, unless the Employer has afforded the employee with the opportunity to have a Union representative present. The occurrence of an informal counseling meeting shall not be identified by the Employer after the meeting as a step in the disciplinary process. However, the occurrence of such a meeting can be used by the Employer to demonstrate that the employee had been made aware of behavioral problems which resulted in a subsequent disciplinary action(s) against the employee.

H. The parties agree that discipline taken in accordance with Article IV should be corrective, not punitive. The parties acknowledge that severe discipline, up to and including discharge, may be appropriate in some cases.

I. Removal of records of work rule violations from the employee's personnel file(s) shall be in accordance with 12/3/1/D.

Section 14 Exclusion of Probationary Employees

4/14/1 Notwithstanding Section 13 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

Section 15 Informational Note: Prohibited Subjects of Bargaining

4/15/1 It is recognized that complaints of employees concerning prohibited subjects of bargaining under s. 111.91, Wis. Stats., or Article III of this Agreement are not grievable and that the proper forum for the

resolution of such complaints by employees, to the extent reviewable by law, is before the Personnel Commission.

Section 16 Complaint Procedure

4/16/1 A. A complaint is any matter of dissatisfaction of an employee with an aspect of a bargainable condition of employment which does not involve a grievance as defined in this contract. However, a complaint shall not include any matter involving job instruction or job assignment.

B. A complaint may be processed up to and including Step Two of the grievance procedure, subject to the same time limits and regulations contained in such two steps.

C. It is expressly understood that complaints may not be appealed to arbitration.

D. Once a complaint is decided at the Step Two of the procedure, the same complaint may not again be filed by any other member of the bargaining unit at the same location or the complainant during the term of the Agreement unless there is a significant change in circumstances.

E. When an employee uses the grievance form for the purpose of filing a complaint, he/she should clearly identify the problem and label the form to indicate that it is not a grievance but a complaint so that there will be no misunderstanding that no provision of the Agreement will be quoted other than the section relating to the complaint procedure.

Section 17 Concentrated Performance Evaluation

4/17/1 A. Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the Department head or his or her designee(s).

B. At the time an employee is notified that he/she will be placed on a concentrated performance evaluation program, the Union President will receive a copy of the formal written notice of the action.

C. At the request of the employee, a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not unreasonably delay this scheduled meeting.

D. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. When an employee is subjected to disciplinary action, the principle of just cause shall apply.