

## ARTICLE VII

### Work Schedules

#### Section 1 Scheduling of Work

7/1/1 A. Work schedules are defined as an employee's assigned hours of the day, days of the week, days off, and shift rotations.

B. The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedules of entire work units; however, the Employer will keep such work schedule changes to a minimum.

1. Posted schedules shall not be changed, except in case of an unanticipated or emergency staff need.

2. Such schedules shall provide at least twelve (12) consecutive hours off between scheduled shifts unless the employee requests otherwise (the provisions of Article VII, Section 7 supersede this subsection).

C. Work schedules shall set the hours of work for not less than a two (2) week period. Work schedules shall be posted not later than two (2) weeks prior to the commencement of the first work day of such schedule. The employee may voluntarily agree to changes in work schedules. The development or posting of a tentative schedule shall not preclude employees from requesting specific days off.

D. Normally employees will not be scheduled for more than six (6) consecutive days.

E. The Employer agrees that employees within a work unit may exchange shift hours with one another consistent with work assignment and qualification of employees involved and upon at least twenty four (24) hours advance notice to the Employer.

F. The right to establish work schedules is reserved to management, however, employees may submit to their immediate supervisor their request for days off two (2) weeks prior to the effective schedule for those days off requested.

G. It is the Employer's obligation, consistent with this article, to schedule staffing needs and employees shall not be required to schedule relief for themselves when under approved absence under this Agreement.

H. Work schedules for all full time employees shall not be changed for the purpose of accommodating the hiring of part time or temporary employees. The parties recognize that implementation of the Weekend Nursing Program may cause work schedule changes for full time employees.

I. Within the basic framework provided the implementation and application of the provisions of this Article and any other aspects of scheduling may be determined during local negotiations.

## **Section 2 Posted Work Schedules**

7/2/1 Where required, employees' work schedules shall be posted on bulletin boards as provided in the Agreement and on appropriate management bulletin boards convenient to the work area involved at least fourteen (14) calendar days before the start of the period covered.

## **Section 3 Work Period**

7/3/1 The normal work period for full time employees shall consist of eighty (80) hours within the regularly recurring fourteen (14) day biweekly pay period and for part time employees whatever hours are scheduled during such pay period.

## **Section 4 Lunch Periods**

7/4/1 No employee shall be required to take more than one (1) hour as a lunch period. If an employee is not relieved of his/her post, station or duty, the lunch period will be work time. Employees working a scheduled work shift of less than six (6) hours will not be required to take a lunch break.

An unpaid lunch period of thirty (30) minutes shall be provided to employees working more than two (2) hours beyond their regular shift when so requested by the employees involved.

## **Section 5 Rest Periods**

7/5/1 All employees shall receive one (1) fifteen (15) minute rest period during each four (4) hours of a shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated.

7/5/2 Management shall make every reasonable effort to relieve the employee of his/her duties during the employee's rest period. The administration of this provision shall be a subject of local labor/management meetings.

## **Section 6 Weekend Scheduling**

7/6/1 A. The Employer shall schedule a minimum of every other weekend off for all employees who desire such schedule, and attempt to accommodate employees who desire weekend work.

B. Where the need of the Employer requires the scheduling of work on the weekend when the employee would normally be scheduled off, time and one-half shall be paid for such work, unless the schedule was mutually agreed upon.

C. A weekend consists of a consecutive Saturday and Sunday, beginning at 12:00 a.m. Saturday and ending 11:59 p.m. on Sunday. An employee permanently assigned to the night or p.m. shift may request Friday and Saturday nights or p.m.'s as constituting a scheduled weekend off.

D. The provisions of Article VII, Section 7 supersede this Section.

## **Section 7 Weekend Nursing Programs**

7/7/1 Employing units may establish Weekend Nursing Programs designed to recruit and retain qualified nursing personnel.

- A. Employing units may, at their sole discretion, establish, expand, or eliminate Weekend Nursing Programs.
- B. The Employer will give the Union fourteen (14) days notice of employing unit decisions to establish, expand, or eliminate Weekend Nursing Programs.
- C. Nurse Clinician 2 & 3, positions will be allocated to the Weekend Nursing Programs and will be subtitled "Weekend Nurse", hereafter referred to as Weekend Nurse. Weekend Nurse 2 and 3 and Nurse Clinician 2 and 3, respectively, will be considered the same classification for the purposes of seniority, transfer and layoff.
- D. Employing units participating in the Weekend Nurse Program will designate a fixed number of weekend shifts, by work unit, to be allocated as Weekend Nurse shifts.
1. These shifts may be scheduled in blocks of hours not to exceed twelve (12) hours, plus one (1) scheduled lunch period.
  2. All Weekend Nurse shifts must be scheduled between the core hours of 6:00 a.m. Friday and 7:30 p.m. Monday.
- E. Designated Weekend Nurse positions will be filled in accordance with the procedures established in Article IX of this Agreement, unless an alternative procedure is locally negotiated in accordance with the terms of the master agreement.
- F. Weekend Nurses will be scheduled to work every weekend. The provisions of Article VII, Section 6 will not apply to Weekend Nurses.
- G. Weekend Nurses will rotate shifts on alternate weekends, in accordance with Article VII, Section 10, unless permanent shifts are locally negotiated in accordance with the terms of the master agreement.
- H. Weekend Nurses will be scheduled to work holidays falling on their regularly scheduled work days.

1. Weekend Nurses will receive holiday premium pay in accordance 6/4415/1/C. for holidays worked.

2. Weekend Nurses will not be eligible for benefits under 6/4415/1/A. and 6/4415/1/B.

I. Weekend Nurses will receive a weekend add-on for all hours worked within the core hours. The amount of the add-on ~~will be determined by the appointing authority but will not be less than eight dollars (\$8.00) per hour nor more than is~~ ten dollars (\$10.00) per hour.

J. Weekend Nurses receiving the compensation cited in subsection I. above, will continue to earn Responsibility Pay under the provisions of 6/21/1/A. and B. of the Agreement. Weekend Nurses must commit to work the shifts described in 6/21/1/C./1. & 2, for a six (6) month period to be eligible for benefits 6/21/1/C. of the Agreement.

K. Premium pay for holiday and overtime hours worked will be computed at one and one half the employee's base rate of pay. Weekend Nurses receiving premium pay will also earn Weekend Nurse add-on and Responsibility Pay, in accordance with 7/7/1/I. And J., above.

L. Implementation and administration of the Weekend Nursing Program shall be a subject for discussion at union/management meetings, under the provisions of Article II, Section 8 of the Agreement.

M. The terms and conditions of the collective bargaining agreement apply to the Weekend Nursing Programs, except as expressly specified by the Agreement.

## **Section 8 Notification of Job Assignment**

7/8/1 Management will give prior notice to employees of changes in job assignments and will discuss with the employee any major changes in duties.

## **Section 9 Shift Rotation**

7/9/1 A. Employees shall not be required to rotate between more than two (2) shifts. Seniority calculated from the date of hire will be used for purposes of determining shift preferences. In the event an employee is involuntarily scheduled to work a third shift, time and one-half will be paid.

B. The Employer shall attempt to limit the number of shift rotation switches to a minimum. However, no more than four (4) shift rotation switches shall be scheduled in a pay period.

**Section 10 Floating**

7/10/1 A. The parties agree that management has the right to temporarily reassign employees.

1. Staff nurses may be required to function on clinical nursing units other than their permanent assignments. Every reasonable effort will be made to prevent the floating of a nurse out of his/her permanent assignment.

2. When assigned to another unit, a nurse will receive orientation to specific requirements particular to the care of the patients involved.

3. In units where the equipment and procedures are new or unfamiliar to the nurse, the nurse is expected to notify his/her supervisor of the need for orientation to the equipment and procedures. Upon such notification, the nurse will receive the appropriate orientation.

4. Through local negotiations, the Union and management may decide on floating clusters based on program, resident population, etc.

B. In cases where the employee feels that she could not provide safe nursing care, she can verbally inform the assignment authority of her objections.

1. If the employee is thereafter directed to act, she shall immediately report to the assignment.

2. As soon as possible thereafter, the employee will provide the Employer with a written record of her objections to the temporary assignment.

3. The employee will not be held negligent for performing those services pursuant to the temporary assignment for which she does not have adequate educational preparation.

C. In cases where the employee believes that a float or supplemental staff member cannot provide safe care, the objecting employee will verbally notify his/her supervisor.

D. When written notification of unsafe nursing practice is given to management, a timely response should be given verbally or in writing by management.

**Section 11 Scheduling of Compensatory Time Credits**

7/11/1 A. When compensatory time credits have been earned by an employee under the provisions of Article VI, Section 18, such credits shall be scheduled and used prior to January 1, or those credits are lost.

B. Compensatory time credits will be scheduled by employees with approval by their supervisor.

C. Employees' written requests for scheduling compensatory time that are denied will be answered in writing by the Employer explaining the reason for the denial.

D. If the Employer does not permit the employee to use accrued compensatory time by January 1 the Employer may permit the employee to carry such credits into the first four (4) months of the next calendar year or compensate the employee for such compensatory time in cash. Any compensatory time balance carried over from the previous year not used by the employee by May 1 of the following year shall be paid in cash.

E. Accrued compensatory time in excess of five (5) days may be scheduled at the convenience of the Employer, but in increments of not less than an employee's regular shift.

**Section 12 Overtime and Additional Shifts**

7/12/1 A. Reference Memorandum of Understanding # 9 for exemptions to forced overtime.

AB. Scheduled overtime is defined as that overtime for which management determines that an overtime assignment will be necessary at least twenty four (24) hours prior to the starting of such overtime assignment.

1. In institutions where regularly scheduled overtime work is required, the Employer will assign such overtime by seniority among those employees assigned to the work unit who normally perform the work involved. Such assignment shall be made as soon as practical after the need is identified.

2. In the distribution of scheduled overtime, employees shall be permitted to decline overtime work.

3. If all employees in the work unit decline an opportunity for overtime work, the Employer shall require the performance of this overtime work on each occasion in reverse seniority order, beginning with the employee with the least seniority, except Weekend Nurses. The Employer shall consider previous overtime exposure and length of shift already worked when requiring the performance of overtime work.

BC. The Employer shall have the right to require the performance of overtime work including requiring employees to remain at work after conclusion of their shift until relief is available.

CD. If an employee works an additional full or partial shift under 7/12/1/AB./3., above, the employee may, with supervisory approval, alter his/her work schedule within the same work week. Such requests will not be unreasonably denied.

7/12/2 Additional shifts for part-time employees will be scheduled as follows:

A. When additional shifts are required, the Employer will assign such additional shifts by seniority among those employees assigned to the work unit who normally perform the work involved. Such assignment shall be made as soon as practicable after the need is identified.

B. In the distribution of additional shifts, employees shall be permitted to decline additional shifts.

C. If all employees in the work unit decline an opportunity for additional shifts, the Employer will require the performance of additional shifts on each occasion in reverse seniority order, beginning with the employee with the least seniority, except Weekend Nurses. The Employer shall consider the number and length of shifts already worked when requiring the performance of additional shifts.

D. To the extent possible, when required additional shifts for part-time employees will be cancelled, employees will be notified at least 24 hours prior to the start of that shift.

**Section 13 Scheduling Vacation Leave**

7/13/1 A. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article VIII.

B. Employees, excluding Weekend Nurses, may schedule vacations on their normal weekend to work provided that weekend is scheduled to immediately precede or follow a full work week of the employee's approved vacation time. Alternative vacation scheduling practices involving the employee's normal weekend to work may be negotiated in the local agreement.

C. The parties recognize that the Employer has the right to determine the number of employees 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 employees whenever operations permit.

D. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation scheduled only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee 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 he/she desires, providing it does not affect another employee's vacation period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

E. Annual leave is not cumulative but employees shall be allowed to carry over sixteen (16) hours of earned annual leave until June 30 of the following calendar year. With supervisory approval, employees may be allowed to carry over more than sixteen (16) hours of earned annual leave until June 30 of the following calendar year.

F. Employees who transfer shall carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected and the vacation selection is consistent with the requirements of the Weekend Nursing Program.

G. Within the basic framework provided above the implementation and application of this Section, alternative vacation scheduling practices, and all other aspects of vacation scheduling shall be determined by local negotiations. Agreements under provisions of this Section will be reduced to writing.

## ARTICLE VIII

### Seniority

#### Section 1        General

8/1/1    Seniority for employees 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 employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date or seniority 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 employees who become bargaining unit members as a result of this change of responsibility shall be their adjusted continuous service date which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

#### Section 2        Separation

8/2/1    A.        Seniority as established in 8/1/1, above, will be changed only where the employee is separated from state service by discharge, resignation, retirement or layoff.

B.        Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except as outlined below:

1.        Where an employee is laid off and restored or reinstated within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.

2.        Where within five (5) years of resignation or retirement an employee is reinstated, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation during which he/she was not an employee of the state.

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

**Section 3            Application**

8/3/1    Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

**Section 4            Seniority Lists**

8/4/1    Seniority lists by classification will be maintained in the appropriate employing unit offices and shall be available to Union representatives and employees upon request. When requested by a Union representative, a copy of the seniority list will be furnished by the Employer.

## ARTICLE IX

### Transfers

#### Section 1 Request

9/1/1 Employees who have permanent status in their current classification and subtitle and desire to transfer within their department, shall file a written request as prescribed by the agency with the appropriate department personnel office indicating that interest. All such requests will be maintained for a period of six (6) months from the date of receipt.

#### Section 2 Procedure

9/2/1 A. When the Employer has advance notice of a pending vacancy and that vacancy is to be filled, the Employer will announce, in the form of an informational bulletin, the vacancy for a period of seven (7) calendar days prior to the date the position is filled. The announcement will include the classification, FTE, any special requirements, the shift and/or rotation, work schedule and the work location. ~~When the Employer determines that a given vacancy may be filled as a Nurse Clinician 2 or Nurse Clinician 3, said vacancy will be announced as a "Nurse Clinician 2 or 3". This notice shall be limited to the original vacancy only.~~

B. The Employer will notify the Union of vacancies under A., above, ~~and the Union will be responsible for making information regarding such vacancies available to bargaining unit employees.~~

C. When a permanent vacancy occurs in a permanent position, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the specific shift or location of the vacancy.

1. In making a selection, the Employer shall make the decision based on ability, seniority and job requirements. If ability and job requirements are comparable, seniority shall govern. Any employee who is selected for transfer shall have five (5) calendar days in which to decline the offer.

2. In the event an employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee so requests.

~~3. If the employee selected to fill a vacancy, announced under 9/2/1/A., above, as a "Nurse Clinician 2 or 3", is a Nurse Clinician 3, she/he shall have six (6) months from the effective date of the transfer to the new position to meet the qualifications for that position as a Nurse Clinician 3, as determined by the Employer, in order to retain the Nurse Clinician 3 classification.~~

D. Whenever a permanent vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists.

1. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article II, Section 7 of this Agreement.

2. A period of seven (7) calendar days shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

E. If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay. The employee shall notify the Employer as soon as possible of such interview. If requested by the employee, the Employer shall reschedule the employee to a different shift on the same day to enable the interview to be held without loss of pay.

F. In filling permanent vacancies on a temporary basis, the Employer agrees to follow the rules of the ~~Department~~ Office of State Employment Relations-Division of Merit, Recruitment and Selection.

G. In the event that the vacancy is not filled by transfer of an employee under provisions of ~~9/1/19/2/1/C.~~, the Employer shall select an interested employee from another employing unit within the department who has registered with the department on the basis of ability, seniority and job requirements. In the event the employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee so requests.

H. In the event the vacancy is not filled by transfer of an employee under provisions of Section 2, A. through G., of this Article, the Employer will review written requests currently on file requesting consideration for that vacancy, on a permissive basis, from any employee in the bargaining unit in a

classification in the same or higher pay range as the vacancy. Nonselection under this paragraph is not subject to the Grievance Procedure under Article IV.

I. In the event the vacancy is not filled by transfer under provision of Section 2, A. through G., of this Article, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

### Section 3 Reassignment

9/3/1 A. Except in the case of an emergency or unanticipated workload, employees assigned to another geographic area will be given a thirty (30) calendar day notice.

B. Within institutions, reassignments of more than thirty (30) days to other work units shall be made with fourteen (14) days notice except in the case of float assignments or emergency need, including unanticipated absences.

C. The Employer, prior to reassignment, will solicit volunteers among those employees who would be eligible, and the Employer will consider qualified volunteers.

D. ~~Whenever feasible, the~~ The employee shall receive specific orientation to the policies and procedures of the work site prior to upon reassignment under this section. Whenever feasible, orientation will be provided prior to reassignment.

E. In the event the Employer temporarily reassigns an employee to another geographic area, the following criteria will be considered in selecting the employee to be reassigned:

1. Effective and efficient program operation and service delivery, and/or;

2. Employee familiarity with the reassignment site, and/or;

3. Employee proximity to the reassignment site.

4. Before the Employer reassigns an employee to a work site which is located such that the employee would travel an additional forty (40) miles one-way to reach the work site, the Employer shall make a good faith effort to seek volunteers for the temporary assignment. [Moved from MOU 1]

**Section 4            Definition of Vacancy**

9/4/1    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 or demotion, resignation or retirement;
- C.        If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 2 of this Article;
- D.        Transfers within the bargaining unit resulting from 9/4/1/A., B., or C., above.

**Section 5            General**

- 9/5/1    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.        Employees may not transfer under the provisions of Section 1 of this Article more often than once every six (6) months.
- C.        Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.
- D.        Those employees transferring at the request of the Employer shall be eligible for payment of moving expenses subject to the provisions of Chapter 20.917, Wis. Stats.

**Section 6            Reassignment/Downsizing by Program Reductions**

9/6/1    Whenever the Employer plans to reduce or eliminate a unit, program or service and/or reduce the number of filled full time equivalencies in the classification series [without laying off the incumbent employee(s)], the following provisions shall apply:

A.        Whenever feasible, a minimum of sixty (60) days prior to the reassignment/program reduction, the Employer and SEIU District 1199W/UP will meet to identify the affected employee(s) and the options available to the employee(s). The parties will develop a plan for implementing those options.

B.        No less than thirty (30) days before the reassignment/program reduction occurs, the Employer will provide written notice to the affected employee(s) and arrange a meeting of the Employer, SEIU District 1199W/UP, and the affected employee(s). A copy of all such notices shall be sent to the President of SEIU District 1199W/UP.

C.        The following options can be used:

1.        The employee may volunteer to be reassigned to an open position which may be less, the same, or greater FTE than his/her current appointment.

2.        The employee may sign for another position. The employee can either contractually sign for the position or sign after the position has been posted once and subsequently is posted to the outside for non-contractual signers.

3.        The employee will be subject to involuntary reassignment in inverse order of seniority relative to other employees on the unit.

4.        If more than one affected employee volunteers for reassignment to a unit with an open position, the reassignment will be based on ability, seniority and job requirements. Reassignment to another position will be based on ability, seniority and job requirements.

D.        During the first six (6) months after reassignment, the affected employees may voluntarily transfer to other positions.

**Section 7            Permissive Probation**

9/7/1    An employee who transfers between departments as a result of receiving a notice of being placed At Risk of Layoff, or notice of Layoff, and is placed on a permissive probationary period will have the right to return to his/her original position, if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion. If no vacancy exists, the provisions of Article X (Layoff) will be invoked.

**Section 8            Waiver**

9/8/1    On a case by case basis by mutual agreement of the parties, the full transfer provisions of this Article may be waived to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Agreement will apply.

**Section 9            Transfers Between Agencies**

9/9/1    An employee who transferred between agencies ~~outside the provisions of this labor agreement~~ and was placed on a permissive probationary period and is failing the probation, will have the following options if the employee and former Employer mutually agree:

- A.        The opportunity to return to the original position if vacant and no contractual signers exist; or
- B.        The opportunity to return to a vacant position of like nature, if qualified, in the former employing unit, and which has no contractual signers.

## ARTICLE X

### Layoff Procedure

#### Section 1 Application of Layoff

10/1/1 The Union recognizes the right of the Employer to lay off employees in accordance with the procedures set forth in this Article. Such procedures, however, shall not apply to:

- A. Temporary layoff due to an emergency, lack of funds or lack of work, for less than twenty (20) consecutive calendar days; and/or
- B. Seasonal layoff of seasonal employees; and/or
- C. School year employees at institutions and schools, during recesses in the academic year and/or summer. Such employees shall be considered on an approved leave of absence without pay during these periods.

10/1/2 The Employer agrees that employees on temporary layoff under 10/1/1/A., above, shall continue to earn vacation, ~~and sick leave and length of service~~ credits during each temporary layoff conducted by the Employer during the term of this Agreement. The Employer will continue to make its payment for health insurance for employees on temporary layoff.

#### Section 2 Layoff Procedures

10/2/1 A. An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral vacancy within their current department or University of Wisconsin campus. The employee shall be interviewed for the vacancy if they provide written documentation of their qualifications for the vacancy and provide a copy of the at risk notice if requested. SEIU District 1199W/UP will be notified of employees who have received written notice of being at risk of layoff.

B. Preparation for Layoff. The following general procedures shall apply in preparation for a layoff.

1. In the event the Employer becomes aware of an impending reduction in work force, the Union will be notified a minimum of thirty (30) calendar days prior to layoff. The Employer will inform the Union of the classes and subtitles in which the layoffs are to occur and the approximate number of positions to be deleted. The Union may also request a meeting with management after notification of the impending layoff for the purpose of a mutual exchange of information then available on the matter. Upon receipt of such request, management shall have seven (7) calendar days to schedule and conduct such meeting.

2. The layoff group shall be determined by classification and subtitle as set forth in job specifications (except as provided by 7/7/1/C.).

a. For purposes of layoff, a subtitle shall be defined as a legitimate extension of the employee's classification based on specific training and experience requirements stated in the written job announcement and/or class specification.

b. The identification of subtitles shall be based only on specific training and experience requirements and shall be appended to the master Agreement.

c. The following subtitles are now recognized by the State personnel system for the purpose of layoff:

Therapist - Pre-vocational

Therapist - Recreational

Therapist - Music

Public Health Educator - Dental Consultant

Public Health Educator - Epidemiologist

d. The following subtitle is not recognized for purpose of layoff: Nurse Clinician - Weekend Nurse.

Any future subtitle additions or deletions will be transmitted by the Employer to the Union by letter.

3. The layoff group shall be limited to employees of an employing unit within the bargaining unit.

4. All employees in the layoff group shall be ranked by seniority as defined in Article VIII, Section 1 of this Agreement.

C. Determination of Layoff. The following procedures shall apply in implementing a layoff.

1. Employees within the layoff group, as defined above, shall be laid off by seniority as defined in Article VIII, Section 1 with the least senior laid off first, except that the Employer may lay off out of line seniority under one (1) of the two (2) following options. The name of any employee so exempted and the reason therefor shall immediately be given to the Union.

a. The Employer may exempt to maintain a reasonable affirmative action program and/or where there is a demonstrable need for special skills or training.

b. The Employer may exempt, for reasons which are not arbitrary or capricious, ten percent (10%) of the actual number of employees identified for layoff within an employing unit within the same class and subtitle from the layoff procedure. Such ten percent (10%) shall not be less than one (1) person in employing units having six (6) or more employees within the class and subtitle.

2. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee, with the guarantee that the Employer will not challenge the more senior employee's eligibility for unemployment compensation unless that employee, at a later point in time, refuses a reasonable offer of re-employment.

3. Limited term employees in the same class and subtitle within the employing unit (other than student employees) who are not in federally funded positions shall be laid off prior to laying off bargaining unit employees.

4. The Employer shall notify each employee in the layoff group selected for layoff in writing not less than fourteen (14) calendar days in advance of the established layoff date. The layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time. Where notices are sent by first class mail, the time shall begin to run on the date of mailing.

### Section 3 Options Available to Employees Who Have Been Notified of Layoff

10/3/1 Upon notice of layoff, the affected employee may within five (5) ~~calendar~~working days thereafter elect one or more of the following options: For purposes of this section, "working days" is defined as Monday through Friday.

A. Transfer in lieu of layoff. Prior to the layoff effective date, the most senior employee determined by the Employer to be laid off ~~may~~shall have the right to transfer laterally to permanent vacant positions in ~~the same~~any class ~~and subtitle in the same or counterpart pay range in any~~ employing unit within his/her department provided the employee is qualified and, if so, is capable of performing the duties of the job after the customary period of orientation for such a qualified employee. The affected employee may elect to move into such a vacant position even when the FTE of the vacancy is more or less than the FTE of the employee's current position.

B. Between Departments:---

1. The employee may file a request for transfer to any department in state service. Such employee shall have the right to be appointed to any permanent vacancy in a class for which s/he meets the qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

2. The employee may file a request for demotion to any department in state service. Upon approval of that department, such employee may be appointed to any permanent vacancy in a class for which s/he meets the qualifications in ~~the same or a~~ lower pay range as the position occupied at the time of notification of layoff.

C. Employees transferring or demoting outside of their employing unit under A. or B., above, may be placed on permissive probation at the discretion of the appointing authority.

D. At-Risk Employees for Closing or Downsizing Agencies

1. Employees who receive "at risk" letters may apply for transfer to ~~other agencies~~ a class in the same or counterpart pay range in any agency. These agencies must offer interviews to the five (5) most senior qualified employees who apply, ~~simultaneously with interviewing external permissive transfer~~

candidates. If qualified, employees designated as "at risk" will receive first consideration for the position. If ability and job requirements are comparable, seniority shall govern.

2. Employees in positions allocated to the Developmental Disabilities Specialist classification who receive "at risk" letters and who previously attained permanent status in a lower Nurse Clinician classification shall be granted interviews for vacancies in that same or lower Nurse Clinician classification in any agency provided the employee has been certified for hire in that agency the necessary qualifications to perform the work. If qualified, employees designated as "at risk" will receive first consideration for the position. If ability and job requirements are comparable, seniority shall govern.

DE. Bumping.

1. a. Any employee who is in the bargaining unit, or any employee who is promoted out of the bargaining unit into another bargaining unit or into a supervisory position and is serving a probationary period for that promotion from the bargaining unit, may elect to bump downward to a lower class and subtitle in the same series in his/her employing unit at the time of notification of layoff.

b. An employee may elect to bump downward to a lower classification in his/her employing unit for which he/she is qualified provided the employee has previously held permanent status in the classification. Employees laid off by subtitle under Article 10/2/1/B./2./c., of this Agreement, will have bumping rights to positions in their same class for which they are qualified.

c. An employee in the following classifications may bump laterally or downward into the Nurse Clinician series provided the employee meets the specific training and experience requirements for the classifications and subtitle.

- a.1) Nursing Instructor 1-2
- b.2) Nursing Consultant 1-2
- c.3) Nursing Specialist
- d.4) Public Health Nurse 2-3

~~An employee in the Therapies Consultant or Developmental Disabilities Specialist classification(s) may bump downward into one of the Therapist series for which they are qualified provided the employee has previously held permanent status in the Therapist series.~~

2. An employee bumping under this provision shall be appointed to any permanent vacancy in that lower class and subtitle.

3. In the event no permanent vacancy exists in that same or lower class and subtitle, the employee shall be included with those employees occupying a position in the class and subtitle, and the layoff procedures set forth in Section 2 of this Article shall apply.

4. Upon bumping, an employee shall retain his or her current rate of pay.

EF. Voluntary Demotion in Lieu of Layoff.

1. The employee may, with the approval of the Employer, voluntarily demote in lieu of layoff. For purposes of this Article, voluntary demotion in lieu of layoff is the movement of an employee to a vacant permanent position in a lower pay range in any class and/or in any class series at the time of notification of layoff.

2. Upon voluntary demotion in lieu of layoff, an employee shall retain his or her current rate of pay.

EG. Layoff. Removal of the employee from payroll status.

**Section 4 Restoration**

10/4/1 A. Definition to follow Chapter ER-MRS 1.02(30), Wis. Admin. Code (or as amended):  
"Restoration": the act of a mandatory re-appointment without competition of an employee or former employee to a position:

1. In the same class in which the person was previously employed;

2. In another classification to which the person would have been eligible to transfer had there been no break in employment; or

3. In a class having a lower pay rate or pay range maximum for which the person is qualified to perform the work after the customary orientation provided to newly hired workers in the position.

B. When a permanent vacancy is to be filled in an employing unit within a classification and subtitle from which an employee was laid off or demoted in lieu of layoff, the employee shall be restored according to the inverse order of layoff as provided in this article for a five (5) year period from the date of layoff.

C. Employees are responsible for keeping the Employer notified of their current address and telephone numbers.

D. The Employer will notify employees being restored by certified mail. If unable to contact such employees within five (5) workdays such employees shall forfeit any further restoration rights for the vacancy being considered.

E. A laid off employee who fails to respond to a reasonable offer of restoration within ten (10) work days or who fails to be available for work within ten (10) work days after the acceptance shall forfeit any further restoration or reinstatement rights. If due to extenuating circumstances an employee is unable to report for duty within ten (10) workdays or make other arrangements with the Employer, the employee shall not forfeit the right to restoration when other vacancies occur.

F. Restoration rights of an employee supersedes the transfer rights of other employees set forth in Article IX of this Agreement.

G. Within the Department: Any employee who is laid off may file a request within the department for which s/he worked to fill a permanent vacancy in an employing unit other than that from which s/he was laid off. An employee who has filed such a request will be appointed to a permanent vacancy within that employing unit in the class(es) from which the employee was laid off or could have bumped under 10/3/1/BE., above. Such restoration shall be by seniority, with the most senior qualified employee restored first.

H. Other Departments: An employee who has received an official notice of layoff or is separated from the service due to layoff under this Article shall be appointed to any permanent vacancy in the same class from which s/he was laid off if s/he meets the necessary qualifications for the job. When more than one employee requests restoration under this subsection to the same vacancy, the employee selected to fill the vacancy shall be the employee with the most seniority.

## Section 5 Reinstatement

10/5/1 A. Definition to follow Chapter ER-MRS 1.02(29), Wis. Admin. Code (or as amended): "Reinstatement": the act of permissive re-appointment without competition of an employee or former employee to a position:

1. In the same class in which the person was previously employed;
2. In another class to which the person would have been eligible to transfer had there been no break in employment; or
3. In a class having a lower pay rate or pay range maximum for which the person is qualified to perform the work after the customary orientation provided to newly hired workers in the position.

B. Within the Department or Other Departments: Any employee who is laid off may file a request for employment with any department. Upon approval of that department, an employee may be appointed to any permanent vacancy in a class for which s/he meets the necessary qualifications in the same or lower pay range as the position from which s/he was laid off.

C. Duration: The opportunity for reinstatement under this Article shall exist for a period of five (5) years from the date of layoff or until the employee is employed and attains permanent status in class in the same or lower pay range as the class from which the employee was originally laid off, whichever occurs first.

D. Reinstatement within the department.

Any employee who is laid off may file a request within the department for which he/she worked to fill a permanent vacancy in an employing unit other than that from which he/she was laid off. Requesting employees will be appointed by seniority to any permanent vacancies within any employing unit in

the department in the same class and subtitle providing he/she is capable of performing the duties and providing no other employee has restoration rights to such vacancy. An employee so reinstated shall be reinstated at his/her last rate of pay plus any intervening across-the-board general pay adjustments. In the event the employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee or the Union so requests. Opportunity for reinstatement under this provision shall exist for a period of five (5) years from the date of layoff.

E. Other departments

The employee who is laid off may file a request for employment with any department in state service. Upon approval of that department, such employee may be appointed to any permanent vacancy in the same class or any similar class for which he/she meets the necessary qualifications in the same or lower pay range or job rate as the position from which he/she was laid off.

F. Employee response to reinstatement offer

A laid off employee, having filed a request for reinstatement, who fails to respond to a reinstatement offer within five (5) workdays of the offer, or who fails to accept a reasonable reinstatement offer within five (5) workdays of the offer, or who, upon acceptance of the offer, fails to be available for work within ten (10) workdays of the offer shall forfeit any further reinstatement rights. If, due to extenuating circumstances, the employee is unable to report for duty within ten (10) workdays of the offer or make other arrangements with the Employer, the employee shall not forfeit the right to reinstatement when other permanent vacancies occur.

**Section 6 Permissive Probation**

10/6/1 Employees restored or reinstated to an employing unit or department other than the one from which they were laid off may be placed on permissive probation at the discretion of the appointing authority. If the employee fails to pass permissive probation, s/he will be placed back in the layoff group.

**Section 7      A Reasonable Offer**

10/7/1    A.      A reasonable offer of restoration or reinstatement is defined as an offer of a job:

1.            with an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's work site prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no farther from the employee's home than was the distance of the previous work site, and

2.            the number of work hours allocated is not less than eighty percent (80%) of the number of hours previously allocated to the position from which the employee was laid off, and

3.            the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered.

B.            An offer of limited term employment or project employment shall not constitute a reasonable offer under this Article.

**Section 8      Priority of Article IX and Article X Rights**

10/8/1    When a permanent vacancy occurs and more than one (1) employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article IX and Article X of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories:

- A.            Transfer in lieu of layoff and bumping to a vacancy.
- B.            Restoration.
- C.            Reinstatement from layoff within a department.
- D.            General transfers.

**Section 9      Employing Units**

10/9/1    The existing employing units are set forth in Appendix GH hereof. Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable,

and an opportunity to discuss and confer with the Administrator of the Division of Merit Recruitment and Selection and the head of the agency(ies) involved, or their designee(s), regarding such change in employing unit(s).

## **Section 10      Layoff Assistance**

10/10/1 A.      With the approval of the appointing authority, an employee who has received written notice from the appointing authority of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

1.      Time off without loss of pay to attend job training;
2.      Assistance or training in the preparation of a resume;
3.      Up to forty (40) hours time without loss of pay for job search activities, including interviews and examinations, in addition to the time specified in Article XIII, Section 8.
4.      Unpaid leave of absence for interviews, examinations, and other job search activities.
5.      Use of office equipment and supplies where available.

For job search activities which require the employee to be absent from the work site, the employee shall give the Employer at least five (5) workdays notice where possible.

B.      While the Employee Referral Service is operational, upon approval of his/her supervisor, an employee who has received written notice from the appointing authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the Employee Referral Service, without loss of pay, or provided information from the Employee Referral Service. It is recognized that access to the Service may take the employee more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

## **Section 11 Relocation Expenses**

10/11/1 A. When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting as a result of a layoff or bumping to a vacancy, to change the location of his/her residence, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

B. When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting to a vacancy as a result of receiving an at risk notice under Article X, Section 2, to change the location of his/her residence, the Employer may pay only those expenses of the type and amount, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

## **Section 12 Layoff Benefits**

10/12/1 A. Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payments to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. At the time of reinstatement or restoration unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

B. The Employer agrees that employees on temporary layoff under 10/1/1/A., shall continue to earn vacation, and sick leave, ~~and length of service~~ credits during each temporary layoff conducted by the Employer during the term of this Agreement. The Employer will continue to make its payment for health insurance for any employee on temporary layoff.

## **Section 13 Layoff Assistance**

10/13/1 A. During the term of this Agreement, the Employer agrees, within the limits of funds provided for this purpose, to provide assistance to permanent bargaining unit employees who have either received their notice of layoff or who voluntarily acquire other employment and, in so doing, prevent a layoff. In order for

employees in the latter category (layoff prevention) to be considered eligible for assistance under this Agreement, they must meet the following eligibility requirements:

1. They must be in a position which is included in the job classification(s) which has been identified for layoff as required under 10/2/1/AB.
2. The employee must acquire other employment (either within or outside of state service) within the notice period required under 10/2/1/AB.
3. Only that number of employees required to meet the number of position reductions identified in the notice provided to the Union under 10/2/1/AB., will receive assistance.
4. Reimbursement will be made, per 10/13/1/A./3. above, on a "first come, first served" basis until the specific number of position vacancies has been achieved. Additional vacancies, due to employee turnover, which occur beyond the pre-identified number of vacancies which has been met will not be reimbursed under the provisions of this Section.

B. The following benefits shall be provided to employees meeting the eligibility requirements as noted in 10/13/1/A, above:

1. Where applicable, employees shall receive benefits under s. 20.917, Wis. Stats.
2. The Department or agency shall also provide the following supplemental benefits where provisions of s. 20.917, Wis. Stats., do not apply:
  - a. All or a portion of one (1) month's rent;
  - b. All or a portion of a rental security deposit, not to exceed one (1) month's rent;
  - c. The cost of all or a portion of actual moving expenses, not to exceed one thousand dollars (\$1,000.00); and,
  - d. The cost of transportation between the employee's home and headquarters city, not to exceed the cost of two (2) round trips.

3. The Department or agency shall provide leave with pay and shall reimburse employees once for travel, meal, and lodging costs associated with selection and participation in a pre-service training program under s. 46.057, Wis. Stats., if costs are not funded under s. 20.435(3)(jp), Wis. Stats.

4. Each employee shall be eligible for up to sixteen (16) hours paid leave time (in addition to the time granted under 10/13/1/B./2. above) for the purposes of attending interviews or examinations in state service.

## ARTICLE XI

### Health and Safety

#### Section 1        **General Obligations of the Parties**

##### 11/1/1    A.        Employer

The Employer shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure employee health and safety. Employees shall observe all rules and regulations pertaining to health and safety.

##### B.        Employee and Union

Employees shall perform their duties in a safe and efficient manner, observing all rules and regulations of the Employer and governmental agencies pertaining to health and safety and utilizing the health and safety equipment provided by the Employer. Should an employee become aware of conditions he/she believes to be unhealthy or dangerous to the health and safety of employees, patients, or clients, the employee shall report the condition immediately to the supervisor.

The Union will lend its full support and encouragement to the Employer in the Employer's efforts to maintain a safe and healthy working environment.

#### Section 2        **Labor-Management Cooperation**

##### 11/2/1    A.        Labor-Management Cooperation

The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention, at regular union-management meetings as provided in Article II, Section 8.

##### B.        Health and Safety Representatives

It shall be the responsibility of the Union to designate an employee at each work site as a health and safety representative knowledgeable in the field of health and safety and this agreement to serve as a representative at union-management meetings where health and safety is an agenda item affecting their work site. The Union shall notify the Employer of its designation of the representative. The health and safety representative shall be in pay status only during attendance as one of the designated Union representatives under Article II, Section 8.

C. Grievance Procedure

Although disputes regarding the compliance of the parties with this Agreement are subject to the grievance procedure, neither an allegation nor a remedy which involves staffing levels will be subject to arbitration (Step Three of the grievance procedure) but may be an appropriate subject for discussion at regular union-management meetings and/or complaint procedure, Article IV, Section 4516.

**Section 3 Equipment**

11/3/1 A. First Aid Equipment: Adequate first aid equipment shall be provided at all work locations where employees in this collective bargaining unit are assigned.

B. Training and Safe Use of Equipment: The Employer agrees to furnish, provide education and/or training, and maintain in safe working condition all tools and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

C. Protective Clothing and Equipment: The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce. When recommended or required by the Appointing Authority, safety glasses or eye protection shall be furnished at no cost to the employee.

D. Purchase and Testing of Equipment: The recommendation of safety equipment, pilot use of new equipment prior to purchase, placement of equipment, and quality of equipment to be purchased shall be proper subjects for discussion at union-management meetings as provided in Article II, Section 8.

#### **Section 4 Hazardous Substances**

11/4/1 The Employer shall provide the Union with a copy of any list of hazardous substances that it provides to an employee upon his/her request, as required under s. 101.58, Wis. Stats.

#### **Section 5 Infectious Diseases**

11/5/1 A. The Employer shall advise employees when the Employer knows they are exposed to infectious and communicable diseases and shall advise them as to reasonable preventive measures to deal with the matter.

B. The Employer will provide annual tuberculosis screening for all employees who provide direct patient care services at no cost to the employee. The employee may be in pay status for the screen and follow-up treatment.

C. Hepatitis B: The Employer and the Union agree that all employees in the bargaining unit who have contact with blood or other potentially infectious materials are entitled to receive the Hepatitis B vaccination series on a voluntary basis at the Employer's expense, whenever need for vaccination is indicated.

At institutions such as the Centers for the Developmentally Disabled, the Mental Health Institutes, and Wisconsin Veterans Home, bargaining unit employees may receive the appropriate immunizations at the work site. At other work sites, where the vaccinations are not provided on site, the Employer shall reimburse the employee for those immunization costs not covered when the employee receives the vaccine through his or her physician.

The Employer will offer post vaccination serologic response testing to employees six (6) months after completion of the vaccination series.

It is the understanding of the parties that the Employer will not direct employees to receive such immunizations. Test results and employee patient records shall be confidential.

In instances where an employee is found to be susceptible to Hepatitis B, the employee will be strongly encouraged by the Employer to consult with his or her physician regarding appropriate medical treatment.

For informational purposes, the parties recognize the authority of the federal Occupational Safety and Health Administration (OSHA) and the Wisconsin Department of Commerce (COMM) regarding control of Hepatitis B. The Employer agrees to abide by applicable OSHA/COMM regulations as amended.

D. Infection Control Exchange: see Negotiating Note 43.

## **Section 6 Violence in the Workplace**

11/6/1 Recommendations regarding protective equipment, policies and procedures, and related training, as appropriate, regarding acts of violence against employees in the work place, will be addressed at Health and Safety meetings.

11/6/2 Security training for LTEs, contract employees and student nurses in the Department of Corrections shall not be assigned to members of this bargaining unit. [Moved from NN 7]

## **Section 7 Buildings and Safety Inspection**

11/7/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the State Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the State Department of Commerce.

11/7/2 When COMM inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector for a maximum of two (2) inspections per year.

## **Section 8 Medical Examinations and Treatment**

11/8/1 Whenever the Employer requires an employee to submit to physical examinations, psychiatric exams, medical tests, including x-rays, or to be inoculated, the Employer will pay the entire cost of such services including any time lost from regularly scheduled hours of employment, provided the employee uses the services provided or approved by the Employer. To insure strict confidentiality only authorized medical employees of the Employer shall process or have access to any employee's medical records.

11/8/2 In the event an employee sustains an injury while at work which requires emergency medical attention, the Employer shall provide such medical attention either at the facility or shall provide transportation to a suitable medical facility.

#### **Section 9           Transportation of Tools**

11/9/1 The Employer agrees to provide transportation for the necessary tools, equipment, materials, and supplies which cannot reasonably or safely be transported by hand. However, employees shall not be expected to transport unsecured equipment by car in an unsafe manner. Employees shall not be required to convey themselves or any necessary tools, equipment, materials, or supplies in their personal vehicles unless they are reimbursed by the Employer for such use.

#### **Section 10          Damaged Clothing**

11/10/1 The Employer agrees to pay the cost of repairing eye glasses, watches or articles of clothing damaged in the line of duty when such damage results from an employee performing direct patient care in a state hospital or other institution.

11/10/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed seventy five dollars (\$75.00) per watch.

11/10/3 The value of such articles shall be determined at the time of which damage occurs.

#### **Section 11          Motor Vehicles**

11/11/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

## **Section 12 Starting Automobiles**

11/12/1 During periods when local weather conditions indicate a reasonable probability that employees who are parked on institutional grounds may have difficulty getting their cars started, the Employer will have battery jumper cables available and personnel to operate them to assist employees immediately at the end of all shifts. The employees shall save the Employer harmless against any and all damage resulting from complying with the provisions of this Section.

## **Section 13 Compliance Limitation**

11/13/1 The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make every reasonable effort to obtain the necessary funds from the appropriate legislative body.

## **Section 14 Inclement Weather and Make-Up Time**

11/14/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm shall be allowed to work to make up for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

11/14/2 When the Employer allows employees to leave work before the end of the work day because of hazardous driving conditions or other reasons the time the employee is absent will be charged to vacation, holiday or compensatory time credits as the employee requests, or the employee can make up time lost from that day. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

11/14/3 When the Employer directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations the employee will be allowed to work up to eight (8) hours to make up for such lost time. Makeup shall be at the regular rate of pay, scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent period.

**Section 15      Smoke-Free Environment**

11/15/1 The Employer shall continue their efforts to provide a smoke-free environment to those employees who request it.

## ARTICLE XII

### Miscellaneous

#### Section 1 Non-Discrimination

12/1/1 The parties agree that neither the Employer nor the Union will discriminate against any employee on the basis of age, race, color, handicap, sex, creed, national origin, ancestry, arrest or conviction record, Union activity, or sexual orientation.

#### Section 2 Sexual Harassment

12/2/1 A. The Employer and the Union agree that all State employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

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

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

1. Including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and

2. Distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

3. Briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and

4. Posting a copy of Executive Order No. 63 on all Management bulletin boards; and

5. Providing the Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and

6. Appointing, in those departments which have or create committees to deal with sexual harassment, one employee of the department to such committees to represent the Professional Patient Care bargaining unit. Such employee(s) shall be selected by the Union.

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

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

### **Section 3      Personnel File**

12/3/1 A. A copy of any material placed in an employee's file which may affect his/her job performance evaluation shall be immediately presented to the employee involved. This material shall be for informational purposes only. The employee may make a written statement regarding his/her position on the material placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

B. An employee shall, upon written request to his/her agency or department within a reasonable time, have an opportunity to review his/her personnel files in the presence of a designated management representative. A Union representative may accompany the employee when reviewing his/her personnel files. However, employees shall not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

C. The Employer shall not disseminate any information from the employee's official personnel file to any person or non-state agency without written authorization from the employee except where the Employer is ordered to provide records by lawful authority.

D. It is understood that records of work rule violations which do not involve criminal violations will be removed from the employee's personnel file(s) if there are no other violations within twelve (12) months from the date of the violation. In the case of major discipline (defined as any suspension of five [5] or more days for infractions not related to attendance policies), records of work rule violations will be removed after twenty four (24) months from the date of the violation if there are no further violations during said twenty four (24) month period. An employee may submit a written request for review by the Employer after twelve (12) months for consideration of early removal if there are no further violations during said twelve (12) month period.

#### **Section 4 Work Rules**

12/4/1 A. The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. 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 employees as it affects their employment except that the Employer may enforce these rules outside the normal work hours when the conduct of the employee would prejudice the interest of the state as an Employer.”

B. Work rules are to be interpreted and applied uniformly to all employees 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 5            Distribution of Pay Checks**

12/5/1    The Employer agrees to continue its present departmental practices relating to the distribution of pay checks.

**Section 6            Liability Protection**

12/6/1    The provision of s. 895.46, Wis. Stats., relating to protection from lawsuits and judgments while carrying out their duties shall apply to the employees in the bargaining unit.

**Section 7            Professional Practice Committee**

12/7/1    At each facility providing health care or maintenance a committee composed of four (4) bargaining unit employees as designated by the Union shall meet with representatives of management to discuss the maintenance and improvement of health care for patients. Time spent in committee meetings by employee members shall be without loss of pay.

**Section 8            Chauffeurs License**

12/8/1    The Employer shall pay the cost of any chauffeurs license for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion.

**Section 9            Gender Reference**

12/9/1    It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender, i.e. such words as used in this Agreement, shall henceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her", "he" shall mean "he/she". This provision shall not apply to 6/67/1/A./2.: Absence required by Pregnancy and Maternity Leave.

**Section 10 Contracting Out**

12/10/1 When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If an employee is involuntarily transferred or reassigned as a result of subcontracting, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay.

**Section 11 Employee Assistance Committees**

12/11/1 Where Employee Assistance Committee(s) are formed or currently exist, the Union may designate one (1) representative to serve on such committee(s) without loss of pay.

## ARTICLE XIII

### Professional Development

#### Section 1 Employee Training

13/1/1 When an employee's attendance at training or educational sessions is directed by the Employer such attendance will be without loss of pay and at the Employer's expense.

#### Section 2 Job Required Training

13/2/1 An employee in a class requiring a minimum amount of continuing education to maintain licensure, certification or registration shall receive leave with pay for such continuing education and up to two hundred and fifty dollars (\$250.00) per year toward continuing education costs. At the discretion of the Employer such attendance may include reimbursement of the travel, lodging and/or program expenses. Employees shall be relieved of their regular duties while attending such training.

#### Section 3 Job Related Training

13/3/1 It is the intent and the Employer shall make every effort to ensure that employees in the bargaining unit be allowed to attend job related educational courses. Each employee covered by this Agreement shall be permitted up to five (5) days annually (additional days may be authorized by the Employer) to attend such programs, both in-state and out-of-state, providing staffing and operational requirements permit. Insofar as possible, work schedules will be arranged to allow such attendance. Flexible scheduling and shift trades may be arranged by mutual agreement between Management and the affected employee(s). Providing no overtime is incurred, part-time staff may volunteer to work additional hours to facilitate employees attending job related training. At the discretion of the Employer such attendance may be without loss of pay and may include travel and/or program expenses. Responses to requests for job-related training will be given to the employee within three (3) weeks from the date of the first line supervisor's receipt of the request, whenever possible. When the employee is not permitted to attend such courses and requests reasons for denial in writing such denials shall be given in writing.

#### **Section 4 Professional Development**

13/4/1 If operational needs permit, Therapists, Therapies Consultants, Physical Therapists, Occupational Therapists, Audiologists, Speech Language Pathologists and Dietitians whose normal work schedules interfere with their access to time off without loss of pay for professional development under Article XIII, Section 2 or 3, above, shall be scheduled to attend professional development activities without loss of pay before they are scheduled for the remainder of their FTE, providing only minimal cost is incurred by the Employer, exclusive of overtime. The Employer will make every reasonable effort to arrange work schedules to allow such attendance. Flexible scheduling and shift trades may be arranged by mutual agreement between Management and the affected employee(s). Providing no overtime is incurred, part-time staff may volunteer to work additional hours to facilitate employees attending professional development activities. When the employee is not permitted to attend such courses and requests reasons for denial in writing, such denials shall be given in writing.

#### **Section 5 Full Time Education**

13/5/1 The Employer may grant a leave of absence without pay for a period not to exceed two (2) years for the purpose of continuing formal professional job related education at an accredited institution. Such requests will not be unreasonably denied. Said employees shall enjoy all the benefits available to employees on leave of absence.

#### **Section 6 Tuition Reimbursement for Part-Time Education**

13/6/1 A. Employees shall be permitted time off without pay to attend educational courses required for attainment of a job related degree at any institution of higher education in the State of Wisconsin. If such courses are not offered at institutions of higher education in the State of Wisconsin, institutions of higher education outside the State of Wisconsin will be covered. Reasonable time off without pay will also be granted, if necessary, for courses offered through the internet. Determination of job relatedness of the degree will be made by, and is at the discretion of, the appointing authority. Determination of job relatedness will not be unreasonably applied. Each employee will be allowed to attend courses required for a job related degree to a maximum of twelve (12) credit hours per academic year.

B. An academic year is defined as the beginning of the fall semester or quarter through the end of the summer semester or quarter.

C. One hundred percent (100%) of tuition costs, plus fees, will be reimbursed by the Employer to the employee upon successful completion of courses taken under par. A., above. The maximum reimbursement rate will not exceed the per credit rate in effect at the University of Wisconsin - Madison as of the date the request for reimbursement is made. Employee eligibility for tuition reimbursement shall be limited to one (1) degree during the employee's tenure with the State of Wisconsin, as a member of this bargaining unit, except where fifty percent (50%) or fewer of the credits required for the degree were obtained under the tuition reimbursement program outlined above, or predecessor program.

D. The employee will request time off and/or reimbursement in advance of course registration in order to obtain approval and arrange for scheduling of hours to meet operational needs.

E. For purposes of operational needs and program continuity, the appointing authority retains the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time. This subsection will not be unreasonably applied.

## **Section 7 In-service Educational Programs**

13/7/1 A. The Employer will conduct in-service training and educational programs for employees in the bargaining unit.

B. The Employer will provide a program of education and training for employees in the bargaining unit. In-service programs will be scheduled on a regular occurring basis.

C. In-service programs shall be developed which take into account the specific professional needs of the various disciplines and specialty areas.

D. The programs will be planned to permit employees to attend sessions during work time whenever practical. Bargaining unit employees will be considered on the active payroll during attendance at in-service programs.

## **Section 8 Leave for Promotional Exams**

13/8/1 A. The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employee 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 employee eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employee's scheduled work time.

B. An employee 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) work days notice has been given by the employee 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.

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

## **Section 9 Evaluation**

13/9/1 A. Every employee may be evaluated, in writing, on an annual basis by his/her immediate supervisor. Such evaluations cannot be used as a step in the disciplinary process. Where the immediate supervisor has a different professional discipline than the employee, input will be obtained from the employee's program supervisor who is familiar with the employee's work and has the professional background to write a meaningful evaluation.

B. The employee shall receive a copy of each written evaluation and be given an opportunity to respond in writing to its contents. The employee's response shall be attached to all copies of the evaluation which are kept by the Employer.

C. Evaluations shall include a conference between/among the employee and the evaluating supervisor(s). The purpose of the evaluation and the conference shall be to meaningfully advise the employee of the quality of his/her job performance, including both strengths and accurate and observable shortcomings, if any, to freely and frankly discuss the employee's strengths and/or weaknesses and to assist the employee in improving any areas of observable shortcomings. To this end, evaluations which cite shortcomings shall include a regular and systematic program of assistance and follow-up evaluations specifically addressing the identified areas of weakness.

**Section 10      Work Scheduling for Training**

13/10/1 Except for staffing and scheduling requirements, employees engaged in professional development shall not be required to work immediately before or after such training when such work results in the employee working in excess of eight hours.

**Section 11      Professional Conventions and Meetings**

13/11/1 A.      Employees shall be granted three (3) days off without loss of pay each fiscal year to attend their professional organization's conventions or other professional meetings, institutes, seminars, and workshops, regardless of sponsorship, related to the advancement of the employees' professional development. Employees scheduled to work a night shift on the calendar day immediately preceding attendance at their professional organization's conventions, professional meetings, institutes, seminars, and workshops shall be granted that shift off, without loss of pay. The employee shall request approval to attend such conventions or meetings from the Employer at least thirty (30) calendar days in advance, whenever possible. Such approval shall be granted if it is not in conflict with staffing or scheduling needs and does not require overtime.

B.      Whenever the Employer directs employees to represent the State at conventions, committees, seminars, or meetings, such attendance shall be without loss of pay and at the Employer's expense.

C.      At the Employer's discretion, additional time off with or without pay may be granted for attendance at conventions or other professional meetings.

**Section 12      Orientation to New Employees**

13/12/1 A.      The Employer will provide a general orientation program for new employees. The program shall include orientation to the policies and procedures of the work site and the specific department. Further content and methodology of the program shall be a suitable subject for discussion by the Professional Practice Committee.

B.      Specific orientation to the area of assignment will be provided on an individual basis as determined by management in consultation with the specific unit employees.

C. For Department of Corrections employees, security training issues can be addressed through the Training Advisory Committee.

## ARTICLE XIV

### No Strike or Lockout

14/1/1 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 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 employees (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 employees 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 employee engaging therein;
3. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

B. 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 employees 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 employees 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.

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

D. In the event a dispute arises between the parties hereto with respect to whether or not the Union, or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled as provided in Article IV of this Agreement. This Article shall not affect the right of the Employer to deal with any strike activity pursuant to par. A of this Article.

## ARTICLE XV

### General

#### Section 1           Obligation to Bargain

15/1/1 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 Director 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 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           Partial Invalidity

15/2/1 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 3           Definition of Probationary Employee

15/3/1 The term "probationary employee" as used in this Agreement relates to all employees 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, ~~Section Pers~~ Chapter ER-MRS 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 4            Definition of Appointing Authority**

15/4/1 For purposes of this Agreement, the appointing authority shall be defined as the person having final decision making authority in any agency.

**Section 5            Retroactivity**

15/5/1 No provision of this contract shall be retroactive unless specifically so stated.

**Section 6            Local Agreements**

15/6/1 A. Local Agreements are negotiated under the authority of the Master Agreement. When SEIU District 1199W/UP and the ~~Department~~Office of State Employment Relations agree to extend the Master Agreement, the Local Agreements are extended for the same period of time.

B. The ~~1999-2001~~2003-2005 Master Agreement will extend all existing Local Agreements (except for provisions which are in conflict with the ~~1999-2001~~2003-2005 Master Agreement) until local negotiations are completed or impasse is declared.

C. The parties agree to commence negotiations on the subjects referenced below within ninety (90) days of the effective date of this Agreement on a date to be mutually agreed upon by the parties to the Local Agreement.

D. The parties will negotiate on the subjects referenced in par. F below. Local Negotiations will be at the following locations:

Northern Wisconsin Center  
Central Wisconsin Center

Southern Wisconsin Center  
 Winnebago Mental Health Institute  
 Mendota Mental Health Institute  
 Wisconsin Resource Center  
 Wisconsin Veterans Home

The parties will negotiate Local Agreements for individual Correctional Health Facilities at a mutually agreed upon location in each of the sectors of the Department of Corrections.

E. Local negotiations will be done without loss of pay by three (3) local bargaining team members, except that in each Correctional Health Facilities sector these negotiations will be done by up to three (3) local bargaining team members.

1. Insofar as it is possible, work schedules of all local bargaining team members participating will be arranged so that they may attend local negotiation sessions.

2. Flexible scheduling, and shift trades, may be done by mutual agreement of management and the affected employee(s).

F. The following are subjects for local negotiations:

Article/Section	Subject
2/6/1	Bulletin board locations
7/1/1/I.	Scheduling of hours (including permanent shifts)
7/7/1/E.	Weekend nurse transfer provisions
7/7/1/G.	Weekend nurse permanent shifts
7/13/1/B.,G.	Vacation scheduling
N/A	Sick leave incentive/disincentive pilot programs

G. Terminology used in the Local Agreement may be further defined in the Local Agreement.

H. The Local Agreement may specify the classification(s) addressed by each provision of the Local Agreement.

I. By mutual agreement, the parties may use the consensus process for local negotiations.

J. Impasse Resolution:

1. Should the parties to local negotiations reach an impasse they may, by mutual agreement, resolve the remaining issue(s) either by using:

a. a consensus bargaining process, or

b. non-binding mediation performed by a mutually acceptable neutral party, with the parties equally responsible for any cost.

2. While impasse is being resolved the parties may, by mutual agreement, continue the current Local Agreement and/or implement newly agreed upon item(s). Impasse issue(s) will be implemented when impasse is resolved.

3. If there is no impasse resolution the parties may, by mutual agreement, return to the current Local Agreement language on that issue.

## ARTICLE XVI

### Termination of Agreement

16/1/1 A. Except as otherwise provided herein the terms and conditions of this Agreement shall continue in full force and effect commencing on ~~May 17, 2003~~, and terminating on June 30, 20035, 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 disciplinary grievance presented prior to the termination of the Agreement.

#### B. Negotiations of Future Agreements.

In the negotiations of a future Agreement;

1. the Union agrees to submit its initial demands to the Employer no sooner than March 21, 20035, and
2. the Employer shall submit its proposals to the Union two (2) calendar weeks after receiving the Union's initial demands, and
3. the parties agree that negotiations will commence within two (2) calendar weeks of the Employer's submission of proposals.