

2003 DRAFTING REQUEST

Bill

Received: 11/12/2003

Received By: rchampag

Wanted: Today

Identical to LRB:

For: Legislative Council - IND

By/Representing: Bob Conlin

This file may be shown to any legislator: NO

Drafter: rchampag

May Contact:

Addl. Drafters:

Subject: Employ Pub - collective bargain

Extra Copies:

Submit via email: YES

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

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

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

Instructions:

See Attached.

Drafting History:

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

→ Sent to Leg. Council per RAC

FE Sent For: 11/12/2003.

→ (1/1")

<END>

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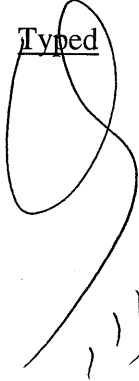
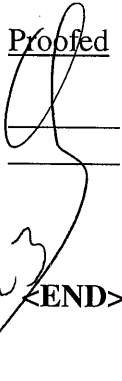
2003-05 collective bargaining agreement covering employees in the professional science unit

Instructions:

See Attached.

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
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/?	rchampag	11/12/11/12					
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FE Sent For:

<END>

Please Start FE process.



State of Wisconsin
2003 - 2004 LEGISLATURE

LRB-3686/1

RAC:jld:rs

NOW

2003 BILL

LRB-3729/1

RAC
↓
STAYS

1 AN ACT relating to: ratification of the agreement negotiated between the state
2 of Wisconsin and the Wisconsin Science Professionals, AFT, Local 3732, for the
3 2003-05 biennium, covering employees in the professional science collective
4 bargaining unit, and authorizing an expenditure of funds.

Analysis by the Legislative Reference Bureau

This proposal is introduced under section 111.92 (1) of the statutes. The proposal ratifies the collective bargaining contract for state employees in the professional science collective bargaining unit negotiated for the 2003-05 biennium under the State Employment Labor Relations Act. Currently, statutory program supplement appropriations fund the costs of collective bargaining agreements to the extent that they exceed budgeted costs. The proposal authorizes expenditure of moneys from those appropriations to fund the cost of this agreement.

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

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

5 SECTION 1. Agreement ratified. The legislature ratifies the tentative
6 agreement negotiated for the 2003-05 biennium between the state of Wisconsin, the

BILL

1 office of state employment relations, and the Wisconsin Science Professionals, AFT,
2 Local 3732, covering employees in the professional science collective bargaining unit
3 under subchapter V of chapter 111 of the statutes, as approved by the employees of
4 the professional science collective bargaining unit and approved and recommended
5 by the joint committee on employment relations, and authorizes the necessary
6 expenditure of moneys for implementation from the appropriations made by section
7 20.865 (1) of the statutes, subject to section 20.865 (intro.) of the statutes. The
8 director of the office of state employment relations shall file an official copy of the
9 agreement, certified by the cochairpersons of the joint committee on employment
10 relations, with the secretary of state. No formal or informal agreement between the
11 parties that is not a part of the official copy is deemed to be approved by the
12 legislature under this act.

SECTION 2. Effective date.

13
14 (1) This act takes effect on the day following publication, except that those
15 provisions specifically identified as having other effective dates in the agreement
16 covering employees in the professional science collective bargaining unit are
17 effective on the dates provided in that agreement.

18 (END)

CRB-
3680/1 Senate
3686/1

3728/1 Assm
3729/1

Per
VC
- Pot C.

Memo

To: Senator Representative

Leg. Council

(The Draft's Requester)

Per your request: ... the attached fiscal estimate was prepared for your unIntroduced 2003 draft.

LRB Number: LRB - 3729

Version: " / 1 "

Fiscal Estimate Prepared By: (agency abbr.) OSER

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

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

* * * * *

To: LRB - Legal Section PA's

Subject: *Fiscal Estimate Received For An Unintroduced Draft*

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

THIS DRAFT WAS INTRODUCED AS: 2003 AB-657

Barman, Mike

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



FE_LC_01.pdf



FE_LC_2.pdf

Mike Barman

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

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



November 11, 2003

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

Dear Co-Chairpersons and Committee Members:

The State of Wisconsin represented by the Office of State Employment Relations (OSER) and the bargaining unit of the Wisconsin Science Professionals (WSP), WFT/AFT Local 3732, have completed the process of negotiating a successor contract for the 2003-2005 biennium.

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

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

The major provisions of the tentative agreement are:

I. Salary Adjustments

A. First Fiscal Year

1. Semi-Automatic Progression Adjustments: Employees in entry-level classifications receive adjustments in accordance with the semi-automatic progression adjustment provisions.

B. Second Fiscal Year

Effective June 27, 2004:

1. Semi-Automatic Progression Adjustments: Employees in entry-level classifications receive adjustments in accordance with the semi-automatic progression adjustment provisions.

2. Pay adjustments for employees in Senior-level classifications paid below \$19.567 per hour and Hydrogeologists-Senior paid below \$20.335 per hour to correct pay inequities resulting from past changes to the pay administration system. Employees' pay rates are raised to the above rates and affected employees receive an additional \$0.05 per hour for each five years of state service.
3. General Wage Adjustment (GWA): GWA in the amount of 1.0% of base pay to all eligible employees.

Effective December 26, 2004:

4. Pharmacist Market/Equity Adjustment: Employees in the classifications of Pharmacist or Pharmacy Practices Consultant receive an adjustment as follows:

2 through 7 years of service	\$0.50 per hour
8 through 11 years of service	\$0.75 per hour
12 through 15 years of service	\$1.00 per hour
16 or more years of service	\$1.25 per hour

II. Benefit Changes

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

January 2004 through December 2004 Coverage (Monthly)

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

January 2005 through December 2005 Coverage (Monthly)

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

Effective with coverage for January 2004, part-time employees appointed at less than 50% time will be required to pay the monthly premium equal to the amount

shown above for the provider they select plus 50% of the monthly employer contribution for the selected health provider.

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

III. Other Key Contract Provisions

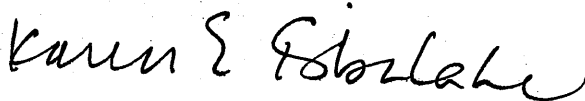
- A. *Leave for Union Business:* The Union President or designee will be granted 40 hours without loss of pay annually to conduct Union business. [2/12/3]
- B. *Compensatory Time for Fire Fighting:* Compensatory credits used during a week in which fire fighting occurs will be counted as hours worked when determining compensatory time. [6/4/2]
- C. *Declared Emergencies:* Employees will earn overtime or compensatory time for all hours worked over 40 during a governor declared emergency. [6/4/4]
- D. *Transfers Between Agencies in Lieu of Layoff:* Employees shall have a right to transfer to a vacancy within the same classification with another agency if the employee has received written notification of layoff. [8/3/4]
- E. *Restoration Between Agencies:* Employees shall have a restoration right to a vacant position within the same classification with another agency. This provision sunsets on June 30, 2005. [8/4/8].
- F. *Professional License and Registration Add On:* A discretionary add on of up to \$0.30 per hour may be granted by the appointing authority for employees who hold one of the following licenses or registrations: Professional Geologist; Professional Hydrologist; Sanitarian; Nutrient Management Planner; professional Soil Scientist. This provision sunsets on June 30, 2003. [10/7/3]
- G. *Sabbatical Leave:* Employees eligible for 216 hours annual leave each year may elect to receive 120 hours as sabbatical leave. [12/5/7]
- H. *Military Differential Pay, Leave and Benefits:* Employees activated to serve military duty with the U.S. armed forces shall receive pay and benefits for 179 days of service in calendar year 2003. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave. [12/9/6]

November 11, 2003

- I. *Pilot Steward Training Program:* Up to five current and five new union stewards will be allowed up to four (4) hours without loss of pay to attend training. [MOU #2]
- J. *Contracting Out:* DOA will develop a shared format to be used by all agencies to track purchases of contracted services. DOA will review two contracts as specified by the Union that are for work performed by the Union. An advisory group with five management and five union representatives will be formed for the purposes of advising the DOA Secretary. [MOU #4]
- K. *Reinstatement Eligibility and Restoration Rights for Laid Off Employees:* Employees laid off from an agency that has been eliminated or where functions have transferred to another agency will have reinstatement eligibility and restoration rights to the state agency to which the functions previously performed are transferred. [MOU #5]
- L. *Pilot Bilingual Add On:* Provides a discretionary add-on of up to \$1.00 per hour to any employee who is required to speak or translate a language other than English. [Neg. Note #9]
- M. *Professional Liability:* The Department of Corrections will reimburse Pharmacists costs incurred by independent legal counsel, not to exceed \$5000 to defend against inmate complaints when the employee was acting within the scope of employment. [Neg. Note #10]

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

Sincerely,



Karen E. Timberlake, Director
Office of State Employment Relations

dv

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

2003 BILL

1 **AN ACT relating to:** ratification of the agreement negotiated between the state
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18 (END)

Fiscal Estimate Narratives

OSER 11/10/2003

LRB Number 03-3686/1	Introduction Number	Estimate Type Original
Subject 2003-05 Collective bargaining agreement covering employees in the professional science unit		

Assumptions Used in Arriving at Fiscal Estimate

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

Long-Range Fiscal Implications

2005-2007 per year fiscal impact:
\$811,386 State Operations - Salaries and Fringes
\$372,669 GPR State Cost

Fiscal Estimate Worksheet - 2003 Session

Detailed Estimate of Annual Fiscal Effect

Original
 Updated
 Corrected
 Supplemental

LRB Number 03-3686/1		Introduction Number	
Subject			
2003-05 Collective bargaining agreement covering employees in the professional science unit			
I. One-time Costs or Revenue Impacts for State and/or Local Government (do not include in annualized fiscal effect):			
II. Annualized Costs:		Annualized Fiscal Impact on funds from:	
		Increased Costs	Decreased Costs
A. State Costs by Category			
	State Operations - Salaries and Fringes	\$791,934	\$
	(FTE Position Changes)		
	State Operations - Other Costs		
	Local Assistance		
	Aids to Individuals or Organizations		
	TOTAL State Costs by Category	\$791,934	\$
B. State Costs by Source of Funds			
	GPR	363,735	
	FED		
	PRO/PRS	428,199	
	SEG/SEG-S		
III. State Revenues - Complete this only when proposal will increase or decrease state revenues (e.g., tax increase, decrease in license fee, ets.)			
		Increased Rev	Decreased Rev
	GPR Taxes	\$	\$
	GPR Earned		
	FED		
	PRO/PRS		
	SEG/SEG-S		
	TOTAL State Revenues	\$	\$
NET ANNUALIZED FISCAL IMPACT			
		State	Local
	NET CHANGE IN COSTS	\$791,934	\$
	NET CHANGE IN REVENUE	\$	\$
Agency/Prepared By		Authorized Signature	Date
OSER/ John Vincent (608) 266-1729			11/11/2003

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

Wisconsin Science Professionals (15)

SUMMARY TOTALS

Total FTE: 1,283.85
 Base Payroll: \$58,794,738

<u>FISCAL YEAR</u>	<u>ALL FUNDS WITHOUT FRINGE</u>	<u>ALL FUNDS WITH FRINGE</u>	<u>GPR WITH FRINGE</u>	<u>OTHER FUNDS WITH FRINGE</u>
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$653,409	\$791,934	\$363,735	\$428,199
Biennial Total	\$653,409	\$791,934	\$363,735	\$428,199

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

Wisconsin Science Professionals (15)

FISCAL YEAR INCREASES:

A) FY05 Equity Adjustment effective June 27, 2004

All employees in broadband pay range 15-03 paid below \$19,567 are raised to that rate. All Hydrogeologists-Senior paid below \$20,335 are raised to that rate. For affected employees, an additional equity stratification is applied equal to \$0.05/hr for each 5 years of state service up to \$0.35/hr for 30 or more years of

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$47,701	\$57,814	\$26,554	\$31,260
Biennial Total	\$47,701	\$57,814	\$26,554	\$31,260

B) FY05 General Wage Adjustment of 1.0% effective June 27, 2004

General Wage Adjustment equal to 1.0% of the base pay rate for each employee in pay status on June 27, 2004, excluding employees on a pay progression point and eligible for further pay progression. The GWA is subject to the pay range maximum effective June 27, 2004. Employees limited by the pay range maximum receive an annualized lump sum adjustment equal to the balance of the GWA that exceeds the range maximum, multiplied by the number of hours remaining in the fiscal year (2088), and pro-rated by budgeted FTE as of June 27, 2004.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$544,243	\$659,623	\$302,965	\$356,658
Biennial Total	\$544,243	\$659,623	\$302,965	\$356,658

SUBJECT: WAGE INCREASES IN 2003-2005 CONTRACT AGREEMENT

Wisconsin Science Professionals (15)

C) FY05 Pay Range and Pay Progression Schedule Structure Adjustment effective June 27, 2004

Pay ranges and semi-automatic pay progression schedules are adjusted by 1.0%, effective June 27, 2004. Employees on a pay progression point and not eligible for the FY05 GWA receive an adjustment to the new pay rate for their current pay progression point.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$45,413	\$55,041	\$25,280	\$29,761
Biennial Total	\$45,413	\$55,041	\$25,280	\$29,761

D) FY05 Pharmacist Market Adjustment effective December 26, 2004

A market adjustment for equity and retention is provided effective December 26, 2004, for employees in pay status in the classifications of Pharmacist or Pharmacy Practices Consultant. The adjustment is based on full years of state seniority as of December 26, 2004, as follows: 0-1 yr, \$0.00/hr; 2-7 yrs, \$0.50/hr; 8-11 yrs, \$0.75/hr; 12-15 yrs, \$1.00/hr; 16+ yrs, \$1.25/hr.

FISCAL YEAR	ALL FUNDS WITHOUT FRINGE	ALL FUNDS WITH FRINGE	GPR WITH FRINGE	OTHER FUNDS WITH FRINGE
2003-2004	1st Year Cost \$0 1st Year Cost in 2nd Year \$0	\$0 \$0	\$0 \$0	\$0 \$0
2004-2005	2nd Year Cost \$16,052	\$19,456	\$8,936	\$10,520
Biennial Total	\$16,052	\$19,456	\$8,936	\$10,520

The following are expenses to be funded from agency budgets:

FY04 and FY05 - Costs of continuing entry-level semi-automatic pay progression. (This system replaced reclassifications at entry and developmental levels.)

AGREEMENT

BETWEEN

THE STATE OF WISCONSIN

AND THE

WISCONSIN SCIENCE PROFESSIONALS

~~May 17, 2003~~ – June 30, 20035

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

TABLE OF CONTENTS

AGREEMENT

This Agreement made and entered into this ~~seventeenth day of May 2003~~, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., 1988-89 by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the ~~Department~~Office of State Employment Relations, and the Wisconsin Science Professionals, AFT Local 3732, as representative of employees employed by the State of Wisconsin, (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

PURPOSE OF AGREEMENT

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

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

ARTICLE I

Scope of the Agreement

1/1/1 This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission certifications Cases XXI and XXVI, Nos. 15845 and 16009, SE 56 and 61, Decision Nos. 11328- F and 11329-F, respectfully dated October 12, 1973 and as may be amended by the Wisconsin Employment Relations Commission. Such employees who were eligible to vote in the certification election and who are in this collective bargaining unit are professional employees, defined as:

A. Any Employee engaged in work:

1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
2. Involving the consistent exercise of discretion and judgment in its performance;
3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a long course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or

B. Any employee who:

1. Has completed the courses of specialized intellectual instruction and study described in paragraph A./4., and
2. Is performing related work under the supervision of a professional person to qualify the employee to become a professional employee as defined in paragraph A.

ARTICLE II

Recognition and Union Security

Section 1 Bargaining Unit

2/1/1 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees, as listed in Appendix F. See Appendix F for classification reallocations effective the first (1st) pay period after the effective date of the Agreement.

2/1/2 Employees excluded from this collective bargaining unit are all limited term, project, sessional, confidential, supervisory and managerial employees. All employees covered by this Agreement are in the classified service of the State of Wisconsin as listed in the certification for this unit by the Wisconsin Employment Relations Commission as set forth in this Agreement.

2/1/3 The parties will review all new classifications relating to this unit and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit shall submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

2/1/4 The Employer agrees to provide advance notice, thirty (30) days whenever possible, to the Union of reclassification and reallocation actions from the bargaining unit to a different classification which is not assigned to this bargaining unit. Such notice shall not prohibit the Employer from implementing any such transaction retroactively.

Section 2 Dues, Fair Share, Maintenance of Membership and COPE Deductions

A. Dues Deduction:

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

2/2/2 Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions shall be evenly divided between the "A" and "B" pay periods. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

2/2/3 The Employer will remit all such deductions and a list of employees who had such deductions to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the department, names, and amounts deducted.

2/2/4 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate his order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and the Union. The Employer shall give notice to the Union of receipt of such notice of termination.

B. Fair Share Deduction:

2/2/5 Where a fair share agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the "fair share" charge for the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of the employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as fair share for all employees. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

2/2/6 The Union agrees to provide the Employer with a copy of its procedures regarding the rights of its bargaining unit employees concerning the payment of fair share and the filing of a rebate request and represents the procedures are consistent with the requirements of both State and Federal law. The Union will also timely inform the Employer in writing of any changes to its by-laws and procedures concerning fair share.

C. Maintenance of Membership Deduction:

2/2/7 Where a maintenance of membership agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of all affected employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as maintenance of membership for all employees. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

D. COPE Deduction

2/2/8 Employees may authorize, by separate written order, a COPE deduction. The specified amount of the deduction will appear on a form provided by the Union. Once annually, employees may change the amount of their COPE deduction. ~~Employees paid by central payroll of the Department of Administration~~ will designate a whole dollar amount of COPE deduction on the Union form.

~~2/2/9 Employees paid by UW Payroll systems will designate a uniform dollar amount for all members of the bargaining unit authorizing deductions.~~

E. Indemnification:

2/2/10 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions under A, B, C or D of this section.

2/2/11 Appointing authorities who employ persons in Professional - Science Bargaining Unit positions will include in the appointment confirmation letter the following:

The position offered to you is included in the Professional - Science Bargaining Unit which is represented by the Wisconsin Science Professionals, AFT, Local 3732, Wisconsin Federation of Teachers, AFL-CIO. The Union has received certification under law to have deducted from your earnings a proportionate share, as certified by the Union, for the cost of the collective bargaining process and administration of the labor agreement. Information about the Union can be obtained upon request from the Wisconsin Federation of Teachers office, 1334 Applegate Road, Madison, Wisconsin 53713-3184. Telephone 1-800-362-7390 or 608-277-7700. (Moved from Memorandum of Understanding)

Section 3 Personnel Lists

2/3/1 The Employer will furnish the Union on a biweekly basis an alphabetical list of active employees (in pay status) in the bargaining unit. The list will show the name, mailing address, work address, department code, class code, current hourly base pay rate, FLSA status, seniority date and scheduled number of work hours for each employee and will include the same information for project appointees in project positions occupying classifications assigned to this bargaining unit. A notation will also be included on the list if any information regarding an employee changed from the previous pay period. The Employer will also furnish the Union, on a biweekly basis, a list identifying those employees who are in pay status for the first time (new) and identify those employees who were in pay status on the previous list but are not in pay status in the current term with the reason that the employee is not in pay status. These lists shall be sent via inter-departmental mail or via e-mail to the designated Union representative. Upon request of the Union, the Employer will furnish these lists electronically in a spreadsheet format, ASCII format or other format mutually agreeable to the parties.

2/3/2 Notwithstanding the provisions of ss. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to the names, addresses, social security numbers, home addresses, home telephone numbers or other information protected by ss. 19.31-19.36 and 230.13, Wis. Stats., or any federal laws, of employees covered by this Agreement, to any individual, entity or any labor organization(s) except for WSP, unless required to do so by the Wisconsin Employment Relations Commission or a court of law. The Employer will notify the employee and the Union at least ten (10) days prior to any information being released under this Section.

Section 4 Union Activity

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

Section 5 Visitations

2/5/1 The Employer agrees that officers and representatives of the Union shall be admitted to Employer's premises during working hours by giving twenty four (24) hours advance notice, whenever possible, to the appropriate Employer representative. The Union representative shall, upon arrival, check in through the regular channels for receiving visitors.

2/5/2 Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of the employees. Under these conditions, the Employer agrees to allow employee(s) to meet privately with the representative for a reasonable amount of time. The Employer has the right to designate a meeting place and/or to provide a representative to accompany the Union representative if operational requirements do not permit unlimited access to that part of the premises where the meeting is to take place.

2/5/3 The Employer shall not be responsible for any wages, salary or expenses of any kind for employees operating under this Section.

Section 6 Telephone Use

2/6/1 Union officers and representatives shall be allowed to use telephone facilities for Union business. The Union shall reimburse the Employer for all long distance, DAIN, or other line charges.

Section 7 Printing of Agreement

2/7/1 The Employer shall be responsible for the printing of this Agreement. The Employer and the Union shall agree on the printer and the cost of printing this Agreement. The Employer shall provide the Union an opportunity to proof this Agreement prior to printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and Union will not be considered a valid part of this Agreement.

The Union shall reimburse the Employer for fifty percent (50%) of the cost of printing this Agreement. The Union will furnish a copy of this Agreement to each new employee. Prior to printing of the Agreement, the Employer and the Union shall meet to mutually determine the number of Agreements to be printed.

2/7/2 It shall not be the responsibility of the Employer to provide the employees covered by this Agreement with a copy of the Agreement.

Section 8 Bulletin Boards

2/8/1 The Employer will either provide space on existing management bulletin boards at office buildings, laboratories or other stations, where six (6) or more Science-Professional employees are assigned as their permanent or principal job location or the Employer will provide a bulletin board to the Union at the building, laboratory or other station at the Employer's option. Placement of a single bulletin board will be by mutual agreement. The nominal size of the bulletin board space shall be sufficient to allow the posting of four (4) 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed pursuant to 2/10/2 (Union-Management Meetings-Department). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of other organizations with which the Union is affiliated;
- G. Reports of Union standing committees, and;
- H. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

2/8/2 No political campaign literature or material detrimental to the Employer or the Union shall be posted.

Section 9 Distribution of Notices

2/9/1 The Union shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of two (2) membership mailings per month to members of the Union. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings;
- F. Rulings or policies of other organizations with which the Union is affiliated;
- G. Reports of Union standing committees, and;
- H. Any other material authorized by the Employer or his/her designee and the President of the Union or his/her designee.

2/9/2 No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

2/9/3 Union use of the mail system shall not include any U.S. mails or other commercial delivery services used by the state as part of or separate from such mail system(s).

Section 10 Union-Management Meetings

2/10/1 Statewide: As mutually agreed, a representative(s) of the ~~Department~~Office of State Employment Relations, will meet with the Union representative. Discussion at these meetings shall include, but shall not be limited to, administration of this Agreement.

2/10/2 Department: The appropriate representative(s) of the department will meet with the appropriate representative(s) of the Union when necessary and as mutually agreed upon. Such meetings will be held to consider and discuss matters of interest to either party. Agenda items must be submitted by the party requesting the meeting. It is understood by the parties that active grievances will not be discussed at these meetings.

Section 11 Conventions

2/11/1 Once annually no more than twenty-five (25) employees who are duly credentialed delegates or alternates to the Wisconsin Federation of Teachers annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

2/11/2 Once during the term of this contract no more than six (6) employees who are duly credentialed delegates or alternates to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

2/11/3 Once biennially for each conference/convention, ~~annually~~ no more than ~~two (2)~~ five (5) employees who are duly credentialed delegates or alternates to the American Federation of Teachers Annual Convention and the AFT Public Employees Conference shall be granted time off without pay not to exceed five (5) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference/convention.

2/11/4 Once during the term of this Agreement no more than six (6) employees who are duly credentialed delegates or alternates to the AFL-CIO Legislative Conference shall be granted time off without pay not to exceed two (2) days to attend said conference provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

2/11/5 Once during the term of this Agreement no more than five (5) employees who are duly credentialed delegates or alternates to the Wisconsin AFL-CIO Public Employees Conference shall be granted time off without pay not to exceed one (1) day to attend said conference provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

2/11/6 A. Subject to B. below, Once annually no more than thirty (30) employees who are duly credentialed delegates or alternates to the Wisconsin Science Professionals annual convention shall be granted time off without pay not to exceed one (1) day to attend said convention provided the staffing and scheduling requirements are met. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

B. Attendees of the WSP annual convention may substitute one (1) of the unpaid days, provided under A. above, with professional development time, as provided under Article X, Section 2 of this Agreement. The Union agrees to schedule educational programs related to employment with the State of Wisconsin during the convention. The Union will provide a copy of the convention agenda to OSER as soon as administratively feasible. The Union and OSER will meet and discuss concerns regarding agenda items.

2/11/7 The Union shall provide written notice to the OSER and the agencies of events covered under 2/11/1 through 2/11/6, inclusive, as soon as possible after such events are scheduled. The Union shall also provide notice to the OSER as soon as possible of the names of employees scheduled to attend such events.

2/11/8 Employees on leave of absence without pay pursuant to 2/11/1 through 2/11/6, above shall continue to earn vacation, ~~length of service~~ and sick leave credits during these leaves of absence without pay.

Section 12 Leave Without Pay For Union Business

2/12/1 A total of thirty (30) days leave without pay is granted each year of this Agreement for use by employees designated by the Union President for the conduct of Union business, subject to the following conditions:

A. No employee may use more than ten (10) days per year, unless additional days are mutually agreed upon between the Employer and the employee.

B. During each year of the Agreement, no more than twelve (12) days shall be used by employees from the same organizational unit at the same job headquarters.

C. Not more than two (2) employees from the same organizational unit at the same job headquarters may be on leave at one time.

D. No leave shall be granted for less than one-half day (4 hours).

E. The Employer must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise. Leave requests will be approved unless operational needs do not permit.

2/12/2 Employees on leave of absence without pay under this section shall accrue sick leave, ~~length of service~~ and vacation credits while on such leave of absence without pay.

2/12/3 Annually on July 1st a total of forty (40) hours without loss of pay shall be granted to the WSP President or designee for his/her use to conduct Union business subject to the following conditions:

A. No leave shall be granted for less than one-half (1/2) day.

B. The immediate supervisor must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise. Leave requests will be approved unless operational needs do not permit.

Section 13 Union Orientation

2/13/1 When mutually agreed, a representative of the Union may be granted up to thirty (30) minutes for Union orientation during orientation meetings of employees. The Employer will provide the Union as much notice time as administratively possible. The Employer retains the right to prohibit or terminate a Union orientation presentation which contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary.

Section 14 Use of E-Mail

2/14/1 Existing e-mail facilities may be used by Union officers and designated representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. ~~This section will sunset on June 30, 2003, unless the parties mutually agree to extend.~~