



December 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 Physician and Dentist Association (WPDA), Local 4893, AFT Wisconsin, AFL-CIO have completed the process of negotiating a successor contract for the 2003-2005 biennium.

Negotiations resulted in a tentative agreement, which has been ratified by the membership of WPDA. 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 Association members have ratified the tentative agreement.

The major provisions of the tentative agreement are:

I. Salary Adjustments:

A. First Fiscal Year: No General Wage Adjustment (GWA).

B. Second Fiscal Year:

Effective June 27, 2004:

1. All employees receive a one-percent (1%) GWA subject to the pay range maximum. Employees whose GWA adjustment is limited by the June 27, 2004 pay range maximum will receive an annualized GWA lump sum payment equal to the balance of the GWA which exceeds the range maximum, times the number of hours remaining in the fiscal year (pro-rated by FTE).

2. All employees receive a ten cent (\$0.10) per hour GWA limited to the pay range maximum. Employees whose adjustment is limited by the June 27, 2004 range maximum will receive an annualized GWA lump sum payment (pro-rated by FTE).
3. Increase pay range minimums and maximums by one percent (1.0%).
4. All employees will receive a \$250 GWA lump sum payment (prorated by FTE).

Effective December 26, 2004:

5. Increase Dentist salaries to the new appointment minimum of \$58.00 per hour, as necessary.
6. Implement compression market adjustment for Physicians and Psychiatrist based on state service seniority and subject to the pay range maximum.

June 30, 2004 Years Seniority	Adjustment
0	\$0.500
5	\$0.600
10	\$0.700
15	\$0.750
20	\$0.850

7. Increase Dentist salaries to \$63.00 per hour, as necessary, for Dentists with oral surgeon duties in their position description.
8. Implement pay range 10-50, adjusting employees to the range minimum as necessary.

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	\$18.00	\$45.00
Tier-2	\$47.00	\$117.50
Tier-3	\$100.00	\$250.00

January 2005 through December 2005 Coverage (Monthly)

	<u>Single</u>	<u>Family</u>
Tier-1	\$22.00	\$55.00
Tier-2	\$50.00	\$125.00
Tier-3	\$100.00	\$250.00

- B. Effective with coverage for January 2004, part-time employees appointed at less than 50% time will be required to pay a monthly premium equal to 50% of the total monthly premium for the selected health provider. [12/1]

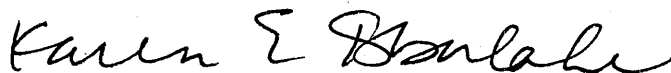
III. Other Key Language Provisions

- A. *Leave for Union Business:* The Association President or designee(s) will be granted up to 40 hours leave without loss of pay per year to conduct union business. [2/12/3]
- B. *Layoff:* Employees will be considered for lateral or counterpart transfer within the current agency if requested. Employees may be placed on permissive probation on transfer between departments. Employees may request restoration in any agency in the same classification, if qualified and capable of performing the duties, provided no other employee has recall rights. If the functions of the laid off employee have been transferred to another agency, the employee will have reinstatement eligibility and restoration rights to the new agency. [Article 8 and Memorandum of Understanding # 2]
- C. *Contracting Out:* A standardized format to track the purchase of contracted services will be developed by DOA. State agencies will abide by current state procurement policies and collective bargaining agreement notice requirements. An advisory group will be established to advise the DOA Secretary on the procurement of services normally performed by the bargaining unit. These provisions sunset June 30, 2005, unless extended by mutual agreement. [9/17/1 and Memorandum of Understanding # 3]
- D. *Job Required Education:* Employees will receive \$500 per year, prorated on an FTE basis, toward continuing education costs. [10/3/1]
- E. *Supplemental Health Insurance Conversion Credits (SHICC):* SHICC will be provided for the surviving insured dependents of permanent employees who die while in service and may be used by laid off employees to pay for health insurance for up to 5 years or until the employee accepts other employment whichever comes first. [12/4]

- F. *Sabbatical Leave*: Employees eligible for 216 hours of annual leave may elect to receive up to 120 hours as termination/sabbatical leave, increased from 80 hours. [12/5]
- G. *Military Differential Pay, Leave and Benefits*: Employees activated to serve military duty with the U.S. armed forces will receive pay and benefits for 179 days of service in calendar year 2003, subtracting base military pay and housing allowance. Upon completion of duty and before returning to employment, employees may use up to 160 hours of accumulated leave. Any remaining accumulated leave may be carried over into the following calendar year. [12/8/6]
- H. *Personal Holiday*: Effective January 1, 2004, one additional Personal Holiday will be provided in recognition of Veterans Day. [12/11/6]
- I. *Professional Liability*: If the Department of Corrections chooses not to provide legal assistance, the agency will reimburse bargaining unit members the actual costs incurred up to \$5000 to defend against complaints by an inmate to revoke the employee's professional license or certificate. The employee must have acted within the scope of employment and followed department policies, procedures, and protocols. [Negotiating Note # 5]
- J. *Physician Wage Survey*: OSER will conduct a wage survey if there is a change in the recruitment or retention data for Physicians that adversely affects the ability of the state to hire or retain Physicians during 03-05 biennium. [Memorandum of Understanding #5]

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

BJT

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

AGREEMENT

BETWEEN THE

STATE OF WISCONSIN

AND THE

**WISCONSIN PHYSICIAN AND DENTIST
ASSOCIATION**

WFT/AFT/AFL-CIO

~~May 17, 2003~~ - June 30, 20035

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AGREEMENT

This Agreement made and entered into this ~~seventeenth day of May, 2003~~, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80 - 111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the ~~Department~~Office of State Employment Relations, and the Wisconsin Physician and Dentist Association, Local 4893, ~~WFT~~, AFT Wisconsin, AFL-CIO, 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 state employees classified as Optometrists, Physicians, Dentists and Psychiatrists in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission in Certification Case 342, No. 49079, SE-101, Decision No. 27980-A.

ARTICLE II

RECOGNITION AND UNION SECURITY AND RIGHTS

Section 1 Bargaining Units

2/1/1 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees as listed below:

Dentist
Physician
Psychiatrist
Optometrist

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 Union Activity

2/2/1 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. The Union will be permitted use of State facilities for informational purposes under the same terms and conditions as apply to other groups and organizations.

Section 3 Dues, Fair Share, Maintenance of Membership and COPE Deductions

A. Dues Deduction:

2/3/1 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.

2/3/2 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.

2/3/3 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.

2/3/4 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:

2/3/5 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. 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. 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.

2/3/6 The Union will provide employees subject to fair share deduction, with an internal mechanism within the Union, consistent with the requirements of state and federal law, including notice, which will allow employees the right to challenge the propriety of the fair share amount certified by the Union as the cost of representation allowed under law and which will provide for a reasonably prompt decision by an impartial decisionmaker regarding any such challenge. Such internal mechanism will also provide for the interest bearing escrow of any disputed fair share amounts and for the timely rebate of any and all monies to which employees are entitled as a result of a successful challenge to the Union's certified fair share amount. The Union will provide to the Employer a copy of its procedures for these requirements and any changes.

2/3/7 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 bylaws and procedures concerning fair share.

C. Maintenance of Membership Deduction:

2/3/8 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. Deductions will 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. 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:

2/3/9 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.

E. Indemnification:

2/3/10 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.

F. Administrative Errors:

2/3/11 The Employer's obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee's pay within sixty (60) days following the discovery of the administrative error, but only if there are sufficient earnings to cover the adjustment after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance and life insurance. The Employer will not be required to make adjustments in pay for errors made in reliance of any lists or certifications provided to it by the Union beyond a prospective correction of the error itself within a reasonable period after the error has been brought to the Employer's attention.

Section 4 Union-Management Meetings

2/4/1 At a mutually agreed upon time and place, at least once every three (3) months, unless mutually agreed otherwise, the representatives of the Employer will meet with representatives of the Union, not to exceed a total of two (2) Union representatives who are state employees. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes in non-bargainable conditions of employment contemplated by management, which may affect employees in the bargaining unit.
- C. Disseminate general information of interest to the parties;
- D. Give Union representatives the opportunity to express their views or make suggestions on subjects of interest to employees of the bargaining unit including, but not limited to, facilities, accommodations, alternative work patterns, and supportive services.

2/4/2 Union representatives who are members of the bargaining unit will receive time off with pay for time spent in such meetings during their regularly scheduled hours of employment. Any travel and subsistence expenses incurred shall be the responsibility of the employee.

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 will be allowed to use telephone facilities for Union business. The Union will reimburse the Employer for all long distance, DAIN, or other line charges. Telephone use under the terms of this provision as it relates to FAX transmission is limited to use of existing Employer facsimile machines for communication between union and management, or where there exists agreements providing for communication by Union officers and representative to other union officers for Union business.

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 the 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 Employer 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.

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 two (2) or more Patient Treatment 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. If the Employer chooses a single bulletin board, placement of the bulletin board will be by mutual agreement. The nominal size of the bulletin board space shall be sufficient to allow the posting of two (2) 8 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 2/4/1 (Union-Management Meetings). 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 Employee Lists

2/9/1 The Employer agrees to furnish to the Union once every three (3) months a list of employees in the bargaining unit. The list will show the names, seniority date, hourly base rate, department, employee designated mailing addresses and classifications of the employees involved. The parties agree that the above lists are for informational purposes only.

Section 10 Mail Service

2/10/1 The Union shall be allowed to use the existing interdepartmental and/or intradepartmental mail system of the State of Wisconsin for a maximum of two (2) membership mailings per month. The Employer shall be held harmless for the delivery and security for 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 other matters of interest to Union members, and;
- H. Any material authorized by the Employer or designee. No political campaign literature or material detrimental to the Employer shall be included in the mailings.

Section 11 Conventions

2/11/1 Once annually, no more than one (1) employee who is a duly credentialed delegate or alternate to the ~~Wisconsin Federation of Teachers~~ AFT Wisconsin 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 employee must give the employing unit thirty (30) calendar days advance notice of their attending this convention.

2/11/2 Once annually, no more than one (1) employee who is a duly credentialed delegate or alternate 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 employee must give the employing unit thirty (30) calendar days advance notice of their attending this convention.

2/11/3 Once annually, no more than one (1) employee who is a duly credentialed delegate or alternate to the American Federation of Teachers Annual Convention 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 employee must give the employing unit thirty (30) calendar days advance notice of their attending this convention.

2/11/4 Once during the term of this Agreement, no more than one (1) employee who is a duly credentialed delegate or alternate 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 employee must give the employing unit thirty (30) calendar days advance notice of their attending this conference.

2/11/5 Once during the term of this Agreement, no more than one (1) employee who is a duly credentialed delegate or alternate to the American Federation of Teachers 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 employee must give the employing unit thirty (30) calendar days advance notice of their attending this conference.

2/11/6 Employees on leave of absence without pay, pursuant to paragraphs 2/11/1 through 2/11/5 above, shall continue to earn vacation, length of service and sick leave credits during these leaves of absence without pay.

2/11/7 Where necessary, management reserves the right to change schedules of FLSA exempt employees who utilize leave without pay under this section in order to conform to FLSA requirements with respect to leave without pay for an entire work day.

Section 12 Leave ~~Without Pay~~for Union Business

2/12/1 A total of thirty (30) days leave without pay for the Bargaining Unit 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 Employer and employee.

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

C. Not more than one (1) employee 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 (1) day.

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 40 hours without loss of pay or benefits shall be granted to the WPDA President or designee(s) for his/her use for the conduct of Union business subject to the following conditions:

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

B. 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.

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.

ARTICLE III

MANAGEMENT RIGHTS

3/1/1 It is understood and agreed by the parties that management possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in management; however, such rights must be exercised consistently with the other provisions of this Agreement.

3/1/2 Management rights include:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.
- B. To manage and direct the employees of the various agencies.
- C. To transfer, assign or retain employees in positions within the agency.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- E. To determine the size and composition of the workforce and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.
- F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

3/1/3 It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on the policies, practices and procedures of the civil service merit system relating to:

A. Original appointments and promotions specifically including recruitment, examinations, certifications, and policies with respect to probationary periods and appointments, but not including transfers between positions allocated to classifications that are assigned to the same pay range or an identical pay range in a different pay schedule within the same collective bargaining unit or another collective bargaining unit represented by the same labor organization.

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

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1 General

4/1/1 A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement. However, nothing in this Article will preclude an employee from verbally discussing any problem with his/her supervisor.

4/1/2 Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The first step grievance shall be presented to the designated supervisor involved in quadruplicate (on forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union representative.

4/1/3 An employee may choose to have his/her appropriate Union representative represent him/her at any step of the grievance procedure. If an employee brings any grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the appropriate Union representative and no further discussion shall be had on the matter until the appropriate Union representative has been given notice and an opportunity to be present.

4/1/4 Individual employees or groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at the first two (2) steps of the grievance procedure, provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. Under these circumstances, the Employer will supply copies of all written decisions to that Union representative.

4/1/5 All grievances must be presented promptly and no later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

4/1/6 Grievances which result from claims under Article IX, Section 12, that tasks which have been assigned, and performed, are abnormally dangerous, will be filed beginning with the Second step of the grievance procedure.

4/1/7 Grievances relating to demotion, suspension or discharge under Section 11 of this Article, and grievances regarding employee benefits under 12/7/5 or 12/7/6 shall be filed beginning with the Second step of the grievance procedure.

Section 2 Procedure

4/2/1 When the employee does not know who the appropriate Employer representative is at any step of the grievance procedure, the employee can obtain this information by contacting his/her appropriate personnel office.

4/2/2 **Step One:** Within ten (10) calendar days of receipt of the written grievance from the employee(s) or his/her representative(s), the appointing authority or designee will hold a meeting with the employee(s) and his/her representative(s), unless mutually agreed to otherwise, to hear the grievance and return a written decision on the grievance form to the employee(s) and his/her representative(s).

4/2/3 **Step Two:** If dissatisfied with the Employer's decision in Step One, to be considered further, the grievance must be appealed to the designee of the head of the agency within seven (7) calendar days from receipt of the decision in Step One. The designated agency representative(s) will meet with the employee and his/her representative(s) to discuss and attempt to resolve the grievance. A non-employee representative of the Union may be present as a representative at the grievance meeting as the Union may elect. Following this meeting, the written decision of the agency will be placed on the grievance form by the Employer or his/her designee and returned to the grievant(s) and his/her representative(s) within thirty (30) calendar days from receipt of the appeal to Step Two.

4/2/4 **Step Three:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union or the Employer within thirty (30) calendar days from the date of the agency's decision in Step Two, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated on the Second Step grievance and any amendments made thereon, in writing, at

the Second Step grievance meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

4/2/5 For the purpose of selecting an impartial arbitrator, representatives of the Union and the State of Wisconsin, represented by its Department Office of State Employment Relations, Bureau of Collective Bargaining Labor Relations will confer within seven (7) calendar days from the date of the written appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within the seven (7) calendar day period, the appropriate representatives of the parties or party, acting jointly or separately, will request the Wisconsin Employment Relations Commission to submit a panel of arbitrators for selection of an arbitrator by the parties in accordance with the procedures established by the Wisconsin Employment Relations Commission. The parties will determine who strikes first by coin toss.

4/2/6 Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator will be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one is requested by either party for the hearing, will be borne by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case.

4/2/7 On grievances where the substantive or procedural arbitrability of the subject matter is an issue, a separate arbitrator will be appointed to determine the question of arbitrability, unless the parties agree otherwise.

4/2/8 Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which, in effect, would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/2/9 The decision of the arbitrator will be final and binding on both parties of this Agreement. The decision of the arbitrator will be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Time Limits

4/3/1 Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within seven (7) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

4/3/2 If the Employer representative with whom a grievance appeal must be filed is located in a work site other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a work site other than that in which the Employer representative works, the mailing of the answer shall constitute a timely response if it is postmarked within the answer period.

Section 4 Representation

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

Section 5 Retroactivity

4/5/1 Settlement of grievances may or not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than forty five (45) calendar days prior to the date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Withdrawal of a grievance under the above circumstances shall not establish a precedent for future grievances. Retirement shall not be considered a voluntary termination for the purposes of this Section.

Section 6 Exclusive Procedure

4/6/1 The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 7 Steward/Grievance Representatives

4/7/1 The Union will designate one (1) grievance representative for each of five (5) grievance jurisdictions to represent employees within the jurisdictional area for purposes of grievance meetings, investigatory interviews and disciplinary meetings as provided in this Article. Grievance representatives will be employees of the bargaining unit.

The five (5) jurisdictional areas will cover the work units as follows:

AREA 1: Ethan Allen School, Racine Correctional Institution, Southern Wisconsin Center, Division of Youth Services, Milwaukee Secure Detention Facility

AREA 2: Oakhill Correctional Institution, Mendota Mental Health Institution, Central Wisconsin Center, Columbia Correctional Institution, Wisconsin Secure Prison Facility, Prairie du Chien Correctional Facility, New Lisbon Correctional Institution

AREA 3: Waupun Correctional Institution, Dodge Correctional Institution, Fox Lake Correctional Institution, Kettle Moraine Correctional Institution, Taycheedah Correctional Institution, Redgranite Correctional Institution

AREA 4: Oshkosh Correctional Institution, Green Bay Correctional Institution, Winnebago Mental Health Institution, King Veterans Home, Wisconsin Resource Center

AREA 5: Northern Wisconsin Center, Lincoln Hills School, Jackson Correctional Institution, Stanley Correctional Institution

4/7/2 New facilities established by the Employer will be assigned by the Employer to an appropriate jurisdictional area, taking into consideration geographical proximity to existing facilities.

4/7/3 The Union will notify the Employer in writing of the names of the grievance representatives and their respective jurisdictional areas within one hundred and eighty (180) calendar days after the effective date of this Agreement. Any changes will be forwarded to the Employer by the Union as soon as the changes are made.

Section 8 Union Grievances

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

Section 9 Group Grievances

4/9/1 Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved. Individual grievances which meet the definition of group grievance as contained herein shall be consolidated at each step of the procedure. A group grievance must be designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employees covered by the group grievance. No employees may be added to the list of group grievants after the Second Step hearing. Relief is restricted to those employees identified in the group grievance. Only one (1) of the grievants appearing without loss of pay shall represent and serve as spokesperson for the entire group.

Section 10 Processing Grievances

4/10/1 Grievance representatives and grievants will be permitted a reasonable amount of time to process a grievance at each step during their regularly scheduled hours of employment.

4/10/2 The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

4/10/3 Whenever possible, grievance meetings shall be held at the employee's work location.

Section 11 Discipline

4/11/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was

not based on just cause, may appeal a demotion, suspension, or discharge, taken by the Employer beginning with the Second Step of the grievance procedure. Appeals of written reprimands shall be filed at Step One of the grievance procedure.

4/11/2 An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. (See Negotiating Note #1)

4/11/3 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued.

4/11/4 A copy of a disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union within ten (10) working days after the discipline is issued to the employee; however, failure to provide a copy of such a letter will not prevent the Employer from maintaining its discipline on the merits of just cause.

4/11/5 Disciplinary action cannot be taken during an informal counseling or performance evaluation meeting unless the Employer has afforded the employee the opportunity to have a union representative present. The occurrence of an informal counseling or performance evaluation meeting shall not be identified by the Employer after the meeting as a step in the disciplinary procedure. However, the occurrence of such a meeting can be used by the Employer to demonstrate the employee had been made aware of behavioral and/or performance problems which resulted in a subsequent disciplinary action(s) against the employee.

4/11/6 Upon request of the employee, the Employer will remove written reprimands from the employee's personnel file twelve (12) months after being issued, and suspensions four (4) years after being issued, provided the employee has received no discipline since the written reprimand or suspension.

Section 12 Exclusion of Probationary Employees

4/12/1 Notwithstanding Section 11 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

Section 13 Concentrated Performance Evaluation

4/13/1 Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department head or his/her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a non-employee representative of the Union may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a non-employee representative of the Union shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/13/2 After an employee has been placed on a concentrated performance evaluation program and has received written notice of possible termination or other disciplinary action, a non-employee representative of the Union, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

ARTICLE V

SENIORITY

Section 1 General

5/1/1 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 the employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service, unless the legislation or the executive order causing such accretion specifies differently. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

Section 2 Separation

5/2/1 Seniority as established in Section 1 above, will be changed only where the employee is separated from state service by discharge, resignation or layoff.

5/2/2 Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except as outlined below:

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

B. If an employee resigns and is reinstated within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code, 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.

5/2/3 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

5/3/1 The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular article or section of this Agreement.

Section 4 Seniority Lists

5/4/1 Information on seniority will be maintained in the appropriate offices and shall be available to Union representatives and employees upon request.

ARTICLE VI

HOURS OF WORK

Section 1 General

6/1/1 Employees in this bargaining unit are professional employees and as such, are paid a predetermined salary each week, irrespective of the number of hours worked in a workweek.

Section 2 Hours of Work

6/2/1 Hours of work are defined as those hours of the days, days of the week for which the employees are required to fulfill the responsibilities of their professional positions.

Section 3 Compensatory Time

6/3/1 Compensatory time credit, not necessarily on an hour-for-hour basis, may be granted to FLSA exempt employees for hours worked in excess of forty (40) hours in a work week. Such compensatory time credits shall be compensated for in compensatory time off or in cash at the employee's base rate, as determined by the Employer.

Section 4 Scheduling of Vacation, Personal Holidays, and Compensatory Time Off

6/4/1 The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be absent at any given time. However, absences for vacation (annual leave), compensatory time credits, and personal holidays shall be granted at times and in amounts most desired by employees whenever operations permit.

6/4/2 In scheduling vacation (annual leave), personal holidays, or compensatory time credits, choice of time and amounts shall, as far as practicable, be governed by seniority as defined in Article V.

Once these periods of absence as enumerated above have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. Such changes in scheduled periods of absence shall, as far as practicable, be governed by seniority as defined in Article V.

In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the ensuing calendar year, as he/she desires, providing it does not affect any employee's scheduled period of absence.

It is the expressed intent of the Employer to exercise the authority to change such scheduled periods as seldom as possible.

6/4/3 Should the employee become ill or injured immediately before or during a scheduled absence period, he/she may cancel such scheduled time off credits as charged and utilize sick leave under the provisions of 12/4/2/A., commencing with the date he/she informs the Employer.

6/4/4 Employees who transfer shall carry their selections to their new work unit, providing no other employee's selection is adversely affected.

6/4/5 Notwithstanding 6/4/2 above, employees shall be permitted to carry-over forty (40) hours of earned annual leave credit to the first six (6) months of the ensuing calendar year.

6/4/6 Compensatory time credits shall be scheduled and used prior to seasonal layoff or January 1, whichever is first. However, if the Employer does not permit an employee to use accrued compensatory time by January 1, the employee will, at the Employer's discretion, be paid in cash or be permitted to carry such credits into the first six (6) months of the new calendar year.

6/4/7 Employees permitted to carry unused compensatory time credits into the new calendar year shall use such credits prior to July 1. The Employer will pay the unused credits in cash.

6/4/8 All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/4/1 and 6/4/2 above, except accumulations in excess of forty (40) hours may be scheduled off at the Employer's convenience.

Section 5 Alternative Work Patterns

6/5/1 The State of Wisconsin as an Employer recognized the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer acknowledges the public policy criteria expressed in s. 230.215(1), Wis. Stats., supporting the development and implementation of alternative work

patterns in appropriate work environments, balanced by due consideration for the operations of the work unit and the needs and convenience of the public and clients served by the work unit. Implementation of alternative work patterns or any variations thereof will be by mutual agreement between the designated agency management and the Union. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments.

Section 6 Travel Time

6/6/1 When the Employer assigns an employee to travel to an alternative work site(s), the employee is in pay status while traveling.

6/6/2 An employee shall be considered to be in pay status once they pick up tools which are required by the Employer in order for an employee to perform their job.

ARTICLE VII

TRANSFERS

Section 1 Transfer Registration

7/1/1 Employees who have permanent status in their current classification titles and subtitles 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.

Section 2 Screening Process

7/2/1 When a permanent vacancy occurs, in a permanent position, and the Employer decides to fill that vacancy, the Employer will review those requests on file from any employees in the same Department who are in the same classification as the vacancy and have indicated an interest in the specific subtitle, shift and/or location of the vacancy.

7/2/2 Whenever a permanent vacancy is created involving a new position and the duties are substantially different, the Employer will announce the vacancy in the department in which the vacancy exists. Also, when a permanent vacancy is created and involves a different geographic location, a change in shift, a change in subtitle, a change from part-time to full-time (or vice versa) or a change from seasonal to permanent (or vice versa), the Employer will announce the vacancy in the department in which the vacancy exists. The announcement distribution shall be in the same manner as for promotional exams. A period of five (5) workdays 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.

7/2/3 In screening the requests, the Employer will take into consideration ability, training, experience, job requirements, and seniority. If the Employer determines that two (2) or more employees are equally qualified, seniority shall govern.

7/2/4 In the event no employee is offered a transfer under the provisions above, the Employer will review those requests on file from any employees in the bargaining unit in the department who are in the same pay range as the vacancy.

7/2/5 Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer.

7/2/6 In the event no employee is offered a transfer, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

Section 3 Notice of Non-Selection

7/3/1 In the event no employee is selected from the transfer applicants, upon written request from an employee who requested a transfer but was not selected, the Employer will inform that employee in writing of the reasons for his/her non-selection. Such notice is for informational purposes and is not grievable under Article IV of this Agreement.

Section 4 Definition of Permanent Vacancy

7/4/1 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;
- 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 1 of this Article;
- D. Transfers within the bargaining unit resulting from either A., B., or C. above.

Section 5 Transfer Limitations

7/5/1 The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

7/5/2 Employees may not transfer under the provisions of Section 1 of this Article more often than once every twelve (12) months.

7/5/3 Employees transferring under the provisions of this Article may be eligible for payment of any expenses related to the move by the Employer.

ARTICLE VIII

LAYOFF PROCEDURE

Section 1 Application of Layoff

8/1/1 The Union recognizes the right of the Employer to layoff employees in accordance with the procedures set forth in this Article. Such procedures, however, shall not apply to:

- A. Temporary layoff of less than twenty one (21) consecutive calendar days; and/or
- B. Temporary reduction in hours to not less than thirty two (32) hours per week and not lasting longer than four (4) weeks at any given time, unless mutually agreed otherwise. If the Employer determines, at its option, to reduce the weekly hours of some of the employees within the same class within an employing unit, the employee(s) who will work the reduced hours will be determined on the basis of seniority, with the least senior employee(s) working the reduced hours.

C. Under this Article, calendar days will exclude holidays identified under 12/11/1.

8/1/2 At-Risk of Layoff

A. Definition: An employee may be considered at risk of layoff if the employee meets at least one of the following criteria:

1. An employee whose position has been identified for deletion (e.g., in the agency's budget)
2. An employee who has received written notice that he or she may be laid off at some future date.
3. An employee who is in an anticipated layoff group.
4. An employee who may be displaced by a more senior employee as a result of an anticipated layoff.

B. An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a transfer to a lateral or counterpart vacancy within his/her current agency. The employee shall be considered for the vacancy if he/she provides written documentation of his/her qualifications for the vacancy and provides a copy of the at-risk notice, if requested.

C. The Union shall be notified of employees who have received written notice of being at risk of layoff.

Section 2 Layoff Procedures

8/2/1 Preparation for a layoff. The following general procedures shall apply in preparation for a layoff:

A. In the event the Employer becomes aware of an impending reduction in the work force, the Union will be provided thirty (30) days advance notice.

B. The layoff group shall be determined by classification.

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

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

E. Limited term employees and employees serving an original probationary period in the same class within the employing unit (other than student employees) who are not in totally federally funded positions shall be laid off prior to laying off bargaining unit employees.

8/2/2 Determination of Layoff. The following procedures shall apply in implementing a layoff:

A. The Employer shall be permitted to exempt employees from the identified layoff group to maintain a reasonable affirmative action program to the extent permitted by law and/or employees with special skills for the maintenance of an existing program from the layoff process. In addition, the Employer may exempt employees as necessary to comply with Federal or State laws. The name of any employee exempted and the reason therefore shall be given to the Union in writing.

B. Employees remaining in the layoff group shall be laid off by seniority with the employee with the least amount of seniority (as defined in Article V, Section 1) laid off first.

C. The Employer shall notify each employee in the layoff group selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. Where notices are sent by first class mail, the time shall begin to run on the date the notice is postmarked. That 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.

D. 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 of the right to restoration and 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 reemployment.

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

8/3/1 UponAt the time a written notice of layoff is issued, the Employer will provide the employee with options available, and, any employee may, within ~~five (5)~~seven (7) calendar days, elect one (1) or more of the following options: Transfer to Avoid Layoff, Voluntary Demotion in Lieu of Layoff or Layoff. The Employer may extend the preceding time limits. Between the notification of layoff and the effective date of the layoff, the Employer will provide the employee with additional options under this section when available.

A. Transfer to Avoid Layoff

1. Within the Department - The employee shall be afforded the opportunity to transfer laterally to a vacant position in the same class in any employing unit within the department of which he/she is an employee providing he/she is qualified to perform the duties of the position, as determined by the Employer. Where more than one employee seeks to transfer to a vacancy under this provision, the Employer shall select the employee with the most experience relevant to the position. In the event the employee is not selected to fill the vacancy, the Employer shall notify the employee and the Union in writing of the reason(s) if the employee or the Union so requests.

2. Between Departments - ~~The employee who is laid off may file a request and shall receive an interview for transfer to a vacancy in his/her same class in any department in state service. Upon approval of that department, such employee may be appointed to such vacancy~~Employees may submit requests for transfer to any position vacancy with the same or counterpart pay range within any state agency. Prior to filling a

bargaining unit vacancy with an individual other than a current state employee and in accordance with 8/12/1, the Employer agrees to the following:

The employee who has received written notice of layoff shall have the right to transfer to a vacant position in another agency within the bargaining unit in direct order of seniority, with the most senior employee considered first, and subject to all of the following limitations.

- a. The employee must apply for the vacancy by the end of the WISCERS posting period.
- b. The employee in the layoff group is in the same classification as the vacancy.
- c. The employee is qualified to perform the work after customary orientation and training provided to newly hired workers.
- e. The employee is not currently on a concentrated performance evaluation program.

Employees transferring to another agency in lieu of layoff under these provisions may be placed on permissive probation at the discretion of the appointing authority. If the employee is terminated for performance reasons while on permissive probation, the termination will be treated as a layoff except that the employee's right of restoration will be to the agency from which he/she transferred in lieu of layoff.

B. Voluntary Demotion in Lieu of Layoff

1. Within their employing unit within the bargaining unit, an employee, including any employees previously promoted out of the bargaining unit, may accept voluntary demotion in lieu of layoff to a vacancy in a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status.

2. The Employer will within fourteen (14) calendar days notify the employee of the position to which he will be assigned. The employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for voluntary demotion.

3. Upon voluntary demotion in lieu of layoff, the employee shall be granted permanent status in the classification to which demoted.

4. Upon voluntary demotion within the bargaining unit in lieu of layoff, an employee shall receive his or her current rate of pay.

5. Should a layoff subsequently occur in the classification to which the employee accepted a voluntary demotion, the provisions of Section 2 of this Article shall apply.

C. Layoff: removal of the employee from the payroll.

Section 4 Recall/Restoration

8/4/1 For purposes of this Article, Restoration is the act of mandatory reappointment without competition of an employee or former employee to a position as defined in 8/4/2, 8/4/7 and 8/4/8.

8/4/12 Restoration Within the Employing Unit

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

~~B. The employee who is laid off may file a request during a five (5) year period from the date of layoff within the department for which he/she worked to fill a vacancy in the classification(s) from which the employee was laid off within any employing unit within that department other than that from which he/she was laid off. Such employee will be appointed to any such vacancy for which he/she is qualified and capable of performing as determined by the Employer, providing that no other employee has recall rights to such a vacancy.~~

8/4/23 Employees are responsible for keeping the Employer notified of their current address and telephone numbers. The Employer will make reasonable effort to notify employees being recalled either by certified mail or by telephone with a confirming letter. If the employee does not respond within ~~five (5) workdays~~ seven (7) calendar days, the employee shall forfeit any further recall rights for the vacancy being considered. The Employer may extend the preceding time limits.

8/4/34 A laid off employee who either fails to respond to the offer of recall or fails to accept a reasonable offer of recall within ~~seven (7) workdays~~ ten (10) calendar days after the Employer verifies contact or who fails to be available for work within ~~ten (10) workdays~~ calendar days after the acceptance shall forfeit any further recall rights. The Employer may extend the preceding time limits.

8/4/45 On a case-by-case basis, by mutual agreement of the parties, an employee may reject a reasonable offer and retain the right to recall.

8/4/56 The base pay of an employee who is recalled shall be a rate equal to the last rate received plus any intervening pay adjustments for which the employee would have been eligible which have occurred in the bargaining unit during the period of layoff.

~~8/4/6 Recall rights of an employee will not supersede the transfer rights of other employees set forth in Article VII of this Agreement, and a permanent position shall not be considered vacant if it is filled by demotion in lieu of layoff.~~

8/4/7 Restoration Within the Department

The employee who is laid off may file a request during a five (5) year period from the date of layoff within the department for which he/she worked to fill a vacancy in the classification(s) from which the employee was laid off within any employing unit within that department other than that from which he/she was laid off. Such employee will be appointed to any such vacancy for which he/she is qualified and capable of performing as determined by the Employer, providing that no other employee has recall rights to such a vacancy. The base salary of an employee who is restored under this paragraph shall be determined on the same basis as provided for in Section 4 of this Article. If the Employer determines that two (2) or more employees are equally qualified, the more senior employee shall be selected.

8/4/8 Restoration between Departments

The employee who is laid off may file a request, during a five (5) year period from the date of layoff, with any other agency and shall be appointed to any permanent vacancy in the same classification from which he/she was laid off if he/she is qualified and capable of performing as determined by the Employer, providing no other employee has restoration rights under 8/4/2 and 8/4/7 to such vacancy. This paragraph will sunset on June 30, 2005, regardless of contract extension, unless both parties mutually agree to extend.

8/4/9 The employee's right to restoration shall exist for a period of five (5) years from the date of layoff or until he/she is employed and attains permanent status in the same class as the class from which the employee was originally laid off or demoted in lieu of layoff, whichever occurs first.

8/4/10 The employee shall be notified in writing of his/her forfeiture of restoration right. The Union shall be copied on the correspondence.

8/4/11 Employees restored or reinstated to an employing unit or agency other than the one from which they were laid off may be placed on permissive probation at the sole discretion of the appointing authority.

Section 5 Reinstatement

8/5/1 An employee who is laid off may file a request for employment, within five (5) years from the date of layoff, with the department/university-campus for which he/she worked or with any other department in state service, under the reinstatement provisions provided for in the Wisconsin Administrative Code.

Section 6 Reasonable Offer

8/6/1 A reasonable offer of recall or reinstatement is defined as an offer of a job:

A. with an assigned headquarters located less than forty (40) miles from the employee's home, unless the employee's worksite 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 further from the employee's home than was the distance of the previous worksite; and

B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off; and

C. 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; and

D. an offer of limited term, ~~employment~~ or project-project or other non-permanent employment shall not constitute a reasonable offer.

Section 7 Relocation Expenses

8/7/1 When the Employer determines that it would be necessary for the employee to change the location of his/her residence because the employee is voluntarily demoting in lieu of layoff or transferring in lieu of layoff, 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.

Section 8 Notice of Employing Unit Changes

8/8/1 The Employer will provide the Union thirty (30) days advance notice of any change in employing unit structure. The Union shall have the opportunity to discuss these changes with the Administrator of the Division of Merit Recruitment and Selection.

Section 9 Definition of Permanent Vacancy

8/9/1 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, promotion, demotion, resignation, or retirement.

Section 10 Layoff Assistance

8/10/1 With the approval of the appointing authority, an employee who has received written notice from the appointing authority of being at risk or who has received a notice of layoff shall be granted one (1) or more of the following:

- A. Up to forty (40) hours time without loss of pay for:
 - 1. job search activities, including interviews and examinations in addition to the time specified in 12/6/1, and/or
 - 2. attendance at job training;

B. Unpaid leave of absence for interviews, examinations and other job search activities or attendance at job training;

C. Assistance or training in the preparation of a resume;

D. 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.

This provision will be reviewed and may be extended by mutual agreement in the next set of negotiations.

Section 11 Layoff Benefits

8/11/1 Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, including any supplemental health insurance conversion credits available under 12/4, shall at the time of layoff, be converted to cash at the employee's ~~current~~highest base pay rate while in state service for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off 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 comes first. Acceptance of "other employment" is defines as employment which would offer a comparable health insurance plan or policy. A health insurnace plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1). Wis. Stats. At the time of reinstatement or recall, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

8/11/2 The Employer agrees that employee(s) on temporary layoff under 8/1/1/A., or reduced hours under 8/1/1/B., shall continue to earn vacation, sick leave and length of service credits during each temporary layoff and/or hours reduction conducted by the Employer during the term of the Agreement.

8/11/3 Additionally, the Employer agrees to continue its payment for Health Insurance, pursuant to Article XII, Section 1 for employee(s) on temporary layoff or reduced hours.

Section 12 **Priority of Article VII and VIII Rights**

8/12/1 **When a permanent vacancy occurs and more than one employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VIII of this Agreement, the vacancy shall be filled in accordance with the order of priorities set forth by the following categories: If there are two or more candidates equally qualified under the provisions below, the more senior employee will be offered the position.**

- A. **Transfer within the employing unit in lieu of layoff (8/3/1 A.1.)**
- B. **Demotion within the employing unit (8/3/1 B.1.)**
- C. **Transfer within the department/university-campus in lieu of layoff (8/3/1 A.1.)**
- D. **Transfer between departments/university-campuses in lieu of layoff (8/3/1 A.2.)**
- E. **Restoration within the employing unit (8/4/2).**
- F. **Restoration within the department/university-campus (8/4/7).**
- G. **Restoration between departments/university-campuses (8/4/8)**
- H. **Reinstatement within the department/university-campus (8/5/1).**
- I. **Reinstatement between departments/university-campuses (8/5/1).**
- J. **Transfer (Article VII)**
- K. **After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of this Agreement and Wisconsin Statutes.**

ARTICLE IX

HEALTH, SAFETY AND MISCELLANEOUS

Section 1 **Discrimination**

9/1/1 The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, handicap, sex, creed, color, marital status, national origin, sexual orientation, Union or non-union affiliation, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state or use or non-use of lawful products off the Employer's premises during nonworking hours.

Section 2 **Personal Protective Equipment**

9/2/1 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, eye protection, or footwear shall be furnished at no cost to the employee.

Section 3 **Hazardous Substances and Infectious Diseases**

9/3/1 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 pursuant to Chapter 364, Wis. Stats.

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.

Section 4 **Buildings**

9/4/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the rules and regulations of the Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the rules and regulations of the Department of Commerce.

Section 5 Liability Protection

9/5/1 The provisions of s. 895.46, Wis. Stats., or as may be amended, are hereby incorporated into this Agreement.

Section 6 Outside Employment

9/6/1 Any department may require employees to obtain approval to engage in outside employment. In such case, employees must request, in writing, permission to engage in outside employment. If an employee is denied permission, he/she may challenge the reasonableness of such denial through the grievance procedure.

Section 7 First Aid Equipment

9/7/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be made accessible at appropriate locations.

Section 8 Tools and Equipment

9/8/1 The Employer agrees to furnish and maintain in a safe working condition all tools and equipment that it determines are required to carry out the duties of each position. Employees are required to report any unsafe condition or practice and are responsible for properly using and caring for the tools and equipment furnished by the Employer.

9/8/2 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

9/8/3 The Employer agrees to give consideration to ergonomics in the purchase of new or the modification of existing tools, equipment and furniture. Agencies are encouraged to allow employee input regarding such ergonomic considerations.

Section 9 VDT/CRT Eye Examinations

9/9/1 The Employer reserves the right to require eye protection for employees. In such cases, the Employer will provide the appropriate type of safety glasses for the duties performed to protect the health and safety of the employee. The employee will be responsible for the cost of any prescription or nonessential feature, except that where eye examinations for safety glasses are necessary, the Employer will pay the cost of examination during the term of this Agreement if it is not covered by the employee's present health insurance program.

9/9/2 Employees whose assigned duties require high VDT/CRT work [four (4) or more hours per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

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

Section 10 Damaged Clothing

9/10/1 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.

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.

The value of such articles shall be determined at the time of which damage occurs.

Section 11 Employee Health and Safety

9/11/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union shall lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/11/2 Medical Examination: Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays or inoculations/immunizations and psychiatric exams, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/immunizations will be considered for reassignment.

Section 12 Abnormally Dangerous Tasks

9/12/1 In the event an employee has determined that the task he/she has been assigned is abnormally dangerous, he/she shall inform his/her immediate supervisor by filing an Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter.

9/12/2 In attempting to resolve the employee claim, the supervisor, at his/her discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or, at the supervisor's discretion, may assign the affected employee to other available work consistent with the work usually performed by the employee.

9/12/3 If the matter is not resolved to the satisfaction of the employee, and he/she carries out the task, he/she may later file a grievance in accordance with Article IV, commencing at Step Two. If the employee refuses to perform the task, and no alternate assignment is made by the supervisor, the employee may be subject to discipline. If the employee is disciplined, he/she may file a grievance, commencing at Step Two of the procedure.

Section 13 Work Rules

9/13/1 The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union thirty (30) days, where possible, but no less than seven (7) calendar days prior to the effective date of the rule(s). 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.”

9/13/2 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 14 Personnel File

9/14/1 Upon written request to his/her agency or department, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. However, employees shall not be entitled to review information which is confidential by law or administrative code.

9/14/2 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 materials placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

Section 15 Travel and Lodging

9/15/1 The Employer agrees to continue in effect the provisions of ss. 16.53 and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business.

9/15/2 The Uniform Travel Schedule Amounts (UTSA) set forth in the State of Wisconsin Compensation Plan shall be used to reimburse employee travel expenses, unless superseded by a specific provision in this Section. The Employer agrees to provide thirty (30) days advance notice to the Union of any formal Employer recommendations relating to the UTSA. Application and interpretation of this schedule may be challenged through the grievance procedure contained in this Agreement. (The amounts and guidelines are printed in Appendix A of this Agreement.)

9/15/3 Employees covered by this Agreement shall receive any additional increase in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

9/15/4 Travel expenses will be advanced to employees on request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances will not exceed eighty percent (80%) of the estimated expense.

9/15/5 The Employer shall process employees' requests for travel reimbursement as expeditiously as possible.

9/15/6 Employees on field assignment shall not be required to share a room. When employees are assigned to training programs or conferences, the Employer will not require the sharing of rooms for more than two (2) consecutive nights and only when the room is furnished with two (2) normal motel room beds (excluding hide-

a-bed or rollaway) nor will there be more than two (2) employees per room. The above limitations do not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

Section 16 Inclement Weather

9/16/1 Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to makeup for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

9/16/2 When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous road conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may makeup time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, as scheduled by the Employer and shall be worked during the pay period in which the emergency condition occurs or the subsequent pay period.

9/16/3 When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those actual hours worked to makeup the time.

9/16/4 When the agency head [or their authorized designee(s)] 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 compensated at the employee's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternative work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any question on who has the authority should be directed to the employee's immediate supervisor.

Section 17 Contracting Out

9/17/1 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) calendar 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 any employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred due to contracting out, a written notice of this action will be given to the employee(s) and the Union prior to implementation. Where possible, fourteen (14) calendar days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. However, failure to provide notice of reassignment is not grievable.

9/17/2 The Employer agrees to notify the Union after issuance of the letter of intent to award a contract. Such notice shall be made in writing to the Union within the five (5) working days as specified in s. Adm. 10.15(1), Wis. Admin. Code.

9/17/3 In order to provide full information to the Union, including reasons for contracting, the justification required in Chapter Adm. 10, Wis. Admin. Code, must be included, along with the required written notice to the Union at the time of the Request for Purchase Authorization (RPA).

The justification in Chapter 10, under contracting out, requires the following information:

A. A reference to the federal law or regulation or state law which requires or authorizes the procurement of the contractual services;

B. A description of the services to be performed, a list of any items to be delivered, complete timetables and any other specific conditions to be required of the contractor;

C. A statement showing why the services can be performed more economically or efficiently by contract rather than by current state employees or by hiring permanent, project or limited term employees. The consideration of costs shall include, but not be limited to, cost of salaries, fringe benefits, training and unemployment compensation benefits;

D. A statement showing why the proposed procurement is in compliance with applicable state collective bargaining agreements and that the labor organization or organizations representing the appropriate certified collective bargaining unit or units have been notified of the proposed procurement;

E. A statement showing why it is not possible to have the services performed by another state agency; and

F. A statement indicating that competitive bidding will be used or why competitive bidding cannot be used and the justification for using the proposed alternative.

Section 18 Blood Donations

9/18/1 Employees who donate blood or donate blood for the purpose of pheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

Section 19 Whistleblower

9/19/1 The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

ARTICLE X

PROFESSIONAL DEVELOPMENT

Section 1 Employer Directed Training and Education

10/1/1 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. The employee will be reimbursed for necessary expenses, pursuant to Article IX, Section 15 (Travel and Lodging).

Section 2 Job Related Educational Activities

10/2/1 As defined for professional development purposes, educational activities that are "job related" are those which develop, improve or update skills or knowledge which the agency determines an employee needs to perform the duties of the employee's current position.

Section 3 Job Required Education

10/3/1 An employee in a classification requiring continuing education to maintain licensure or certification shall receive leave with pay for such continuing education, and a minimum of ~~three hundred and fifty dollars (\$350.00)~~ five hundred (\$500) per year toward continuing education costs, prorated on an FTE basis. 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 4 Job Related Education

10/4/1 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 on a prorated FTE basis, (additional days may be authorized by the Employer) to attend such programs, providing staffing and operational requirements permit. At the discretion of the Employer, such attendance may be without loss of pay and may include travel and/or program expenses. 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 Professional Organizations

10/5/1 Employees, as professionals, are encouraged to participate in local, state, and national professional organizations related to their jobs and specialty training. Employees who are elected officers and serve on the executive board or board of directors of the organization shall be granted time off with or without pay as determined by the Employer, not to exceed a total of five (5) workdays annually, to attend their professional organization's meetings. The employees shall give the Employer at least fourteen (14) calendar days' notice that they will be attending such functions.

10/5/2 An employee may elect to utilize up to five (5) days without loss of pay each calendar year for activity that is advantageous to the enhancement of professional development and is not otherwise covered by this Agreement. The Employer will not unreasonably deny the utilization of this time.

Section 6 Full Time Education

10/6/1 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. Said employees shall enjoy all the benefits available to employees on leave of absence.

Section 7 Tuition Reimbursement for Part-Time Education

10/7/1 Employees may be permitted time off without pay to attend job related education courses in any institution of higher education in the state of Wisconsin. Each employee may be allowed to attend job related courses not exceeding a total of twelve (12) credit hours per academic year.

10/7/2 An academic year is defined as the beginning of the fall semester or quarter through the end of the summer semester or quarter.

10/7/3 One hundred percent (100%) of the tuition costs, plus fees, will be reimbursed by the Employer to the employee upon successful completion of approved courses.

10/7/4 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.

Section 8 In-Service Educational Programs

10/8/1 The Employer will conduct and/or provide in-service training and educational programs for employees in the bargaining unit.

10/8/2 In-service programs shall be developed which take into account the specific professional needs of the various disciplines and specialty areas.

10/8/3 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 9 Evaluation

10/9/1 Every employee may be evaluated, in writing, on an annual basis by his/her immediate supervisor. Where the immediate supervisor has a different professional discipline than the employee, input will be obtained from a practitioner of the same discipline, who is familiar with the employee's work and has the professional background to write a meaningful evaluation.

10/9/2 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.

10/9/3 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.