




State of Wisconsin

LEGISLATIVE REFERENCE BUREAU


RESEARCH APPENDIX - **PLEASE DO NOT REMOVE FROM DRAFTING FILE**


Date Added To File: 05/20/2004 (Per: RAC)



 **Appendix To:**
LRB 03-3694/1
2003 SB-565

(Part 03 of 11)

 The attached 2003 draft was incorporated into the new 2003 draft listed above. For research purposes, this cover sheet and the attached drafting file were copied, and added, as a appendix, to the new 2003 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

 This cover sheet was added to rear of the original 2003 drafting file. The drafting file was then returned, intact, to its folder and filed.

Revenue Customer Service Rep Entry	9
Revenue Customer Service Rep Dev.	10
Revenue Customer Service Rep Obj.	11
Revenue Customer Service Rep Adv.	12
Revenue Tax Assistant – Entry	7
Revenue Tax Assistant – Objective	8
Revenue Tax Representative – Entry	8
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Secretary 1	9
Secretary 2	10
Stenographic Reporter 1	12
Stenographic Reporter 2	14
Student Status Examiner 1	10
Student Status Examiner 2	11
Tax Representative 1	9
Tax Representative 2	10
Tax Representative 3	11
Technical Typist - Entry	7
Technical Typist - Obj.	8
Technical Typist	8**
Technical Typist - Sr.	9
Tourist Information Asst. 1	8
Tourist Information Asst. 2	9

Tourist Information Asst. 3	10
Tourist Information Asst. 3	11*
Transportation Customer Rep. 1	9
Transportation Customer Rep. 2	10
Transportation Customer Rep. 3	11
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Transportation Customer Rep. 4 - Lead	12
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Trust Funds Assistant 1	11
Trust Funds Assistant 2	12
Trust Funds Assistant 3	13
Typesetting Input Operator	10**
Typesetting Sys. Input Op. 1	8
Typesetting Sys. Input Op. 2	10
Typist	7
Typist - Lead	8
Unemployment Comp. Assoc. 1	11
Unemployment Comp. Assoc. 1	12*
Unemployment Comp. Assoc. 2	12
Unemployment Comp. Assoc. 2	13*
Unemployment Comp. Assoc. 3	14*
Word Processing Operator 1	7
Word Processing Operator 2	8
Word Processing Operator 3	9

Workers Comp. Assistant 1	9
Workers Comp. Assistant 2	10
Workers Comp. Assistant 3	12

* Effective the first day of the pay period following the effective date of the Agreement.

** Effective 12/29/02 or the first day of the pay period following the effective date of the Agreement, whichever is later.

2/1/6 PROFESSIONAL SOCIAL SERVICES (PSS)

Classification	Pay Range
Apprenticeship Training Representative (A)	5*
Apprenticeship Training Representative (B)	6*
Apprenticeship Training Representative (C)	7*
Chaplain	6
Chaplaincy Education Coord.	9
Chief Regional Psychologist	10
<u>Chief Regional Psychologist</u>	<u>11**</u>
Chief Regional Psychologist – Doct.	10
Client Rights Facilitator	6
Client Services Assistant - Entry	27
Client Services Assistant - Obj.	28
Client Services Specialist - Entry	4
Client Services Specialist - Obj.	5

Client Services Specialist - Sr.	6
Client Services Specialist - Sr.	7*
Community Integration Specialist	6
Community Integration Specialist	7*
Community Treatment Specialist	6
Corrections Program Specialist - Obj.	7
Court Liaison 1	6
Court Liaison 2	7
Crisis Intervention Worker	6
Crisis Intervention Worker	7*
Deaf & Hard of Hearing Specialist - Entry	4
Deaf & Hard of Hearing Specialist - Obj.	5
Deaf & Hard of Hearing Specialist - Sr.	7
Disability Claims Reviewer	7
Disability Claims Reviewer	8*
Disability Claims Specialist	8
Disability Claims Specialist	9*
Disability Determination Specialist - Entry	5
Disability Determination Specialist - Entry	6*
Disability Determination Specialist - Obj.	6
Disability Determination Specialist - Obj.	7*
Economic Support QA Specialist	6
Economic Support QA Specialist-Adv.	8
Economic Support Specialist 1	6

Economic Support Specialist 2	7
Employment & Training Analyst 1	7
Employment & Training Analyst 2	7*
Employment & Training Analyst 3	7*
Employment & Training Analyst 4- <u>Adv.</u>	8*
Employment & Training Counselor (A)	4*
Employment & Training Counselor (B)	5*
Employment & Training Counselor (C)	6*
Employment & Training Specialist (A)	4*
Employment & Training Specialist (B)	5*
Employment & Training Specialist – Lead	6*
Equal Rights Officer - Entry	3
Equal Rights Officer - Jrny.	5
Equal Rights Officer - Sr.	7
Experiential Rec. Spec. – Entry	2
Experiential Rec. Spec. – Entry	3
Experiential Rec. Spec – Obj.	3
Experiential Rec. Spec – Obj.	4
<u>Experiential Rec. Spec. (A)</u>	<u>4****</u>
<u>Experiential Rec. Spec. (B)</u>	<u>5****</u>
Forensic Specialist	7
Health Services Specialist 1	7

Health Services Specialist 2	8
Ind. & Labor Trng. Coord. 1	4
Ind. & Labor Trng. Coord. 2	5
Job Service Analyst 1	7*
Job Service Analyst 2	7*
Job Service Analyst 3	7*
Job Service Analyst 4	8*
Job Service Counselor 1	2
Job Service Counselor 2	3
Job Service Counselor 3	4
Job Service Counselor 4	5
Job Service Counselor 5	7
Job Service Specialist 1	2
Job Service Specialist 2	3
Job Service Specialist 3	4
Job Service Specialist 4	5
Juvenile Review & Release Specialist	8
Juvenile Services Specialist	7
Labor Market Analyst 1	2
Labor Market Analyst 2	3
Labor Market Analyst 3	4
Labor Market Analyst 4	5
Labor Market Analyst (A)	4*

Labor Market Analyst (B)	5*
Labor Market Analyst (C)	6*
Licensing/Certification Specialist	6
Licensing/Certification Specialist	7*
Medical Records Librarian	4
Medigap Insurance Specialist – Entry	4
Medigap Insurance Specialist - Obj.	5
<u>Medigap Insurance Specialist (A)</u>	<u>4*</u>
<u>Medigap Insurance Specialist (B)</u>	<u>5*</u>
Medigap Insurance Specialist - Lead	6
<u>Medigap Insurance Specialist - Lead</u>	<u>7***</u>
Offender Classification Specialist – Entry	6
Offender Classification Specialist – Obj.	7
Offender Classification Specialist (A)	6*
Offender Classification Specialist (B)	7*
Ombudsman Services Spec. – Entry	5
Ombudsman Services Spec. – Obj.	6
<u>Ombudsman Services Spec. (A)</u>	<u>5***</u>
<u>Ombudsman Services Spec. (B)</u>	<u>7***</u>
Parole Commission Member	10
Probation and Parole Agent (A)	4
Probation and Parole Agent (B)	5

<u>Probation and Parole Agent (A)</u>	5****
<u>Probation and Parole Agent (B)</u>	6****
Probation and Parole Agent (C)	7
<u>Psychological Associate (A)</u>	8*
<u>Psychological Associate (B)</u>	9*
Psychological Services Associate – Entry	3
Psychological Services Associate – Entry	4*
Psychological Services Associate – Obj.	5
Psychological Services Associate – Obj.	6*
<u>Psychological Services Assistant (A)</u>	5**
<u>Psychological Services Assistant (B)</u>	6**
<u>Psychologist – Licensed</u>	9*
<u>Psychologist – Licensed</u>	10**
Psychologist	8
Psychologist – Doct.	8
Psychologist – Sr.	9
Psychologist – Sr. Doct.	9
Recreation Leader – Entry	2
Recreation Leader – Entry	3
Recreation Leader – Obj.	3
Recreation Leader – Obj.	4
<u>Recreation Leader (A)</u>	4****
<u>Recreation Leader (B)</u>	5****
Regional Housing Specialist	6

Rehabilitation Spec. for the Blind – Entry	4
Rehabilitation Spec. for the Blind – Int.	5
Rehabilitation Spec. for the Blind – Senior	7
Rehabilitation Case Mgr. – Obj.	4
Rehabilitation Case Mgr. - Obj.	5
Rehabilitation Case Mgr. – Sr.	5
Rehabilitation Case Mgr. - Sr.	6
<u>Rehabilitation Case Mgr. (A)</u>	<u>5**</u>
<u>Rehabilitation Case Mgr. (B)</u>	<u>6**</u>

School Psychologist	8
School Psychologist – Doct.	8
School Psychologist – Sr.	9
School Psychologist – Sr. Doct.	9
Social Services Spec. 1	6
Social Services Spec. 2	7
Social Worker – In Training	4
Social Worker	5
Social Worker – Sr.	7
Social Worker – Adv.	7
<u>Social Worker – Clinical</u>	<u>9**</u>
Social Worker-Corrections (A)	4
Social Worker-Corrections (B)	5
Social Worker-Corrections (C)	7
Substance Abuse Counselor - Entry	2
Substance Abuse Counselor - Obj.	4

Treatment Specialist 1	6
Treatment Specialist 2	7
Tribal Services Coordinator	8
Unempl. Benefit Analyst 1	6
Unempl. Benefit Analyst 2	7
Unempl. Benefit Analyst 3	8
Unempl. Benefit Analyst 4	9
Unempl. Benefit Specialist 1	4
<u>Unempl. Benefit Specialist 1</u>	<u>5****</u>
Unempl. Benefit Specialist 2	5
<u>Unempl. Benefit Specialist 2</u>	<u>6****</u>
Unempl. Benefit Specialist 3	6
<u>Unempl. Benefit Specialist 3</u>	<u>7****</u>
Unempl. Benefit Specialist 4	7
<u>Unempl. Benefit Specialist 4</u>	<u>8****</u>
Unempl. Benefit Specialist 5	8
<u>Unempl. Benefit Specialist 5</u>	<u>9****</u>
Unempl. Insurance Collection Spec. – Entry	4
Unempl. Insurance Collection Spec. – Inter.	5
Unempl. Insurance Collection Spec. – Sr.	6
Unempl. Insurance Collection Spec. – Adv.	7
Unempl. Tax & Acctg. Spec. - Adv.	7
Unempl. Tax & Acctg. Spec. - Entry	4
Unempl. Tax & Acctg. Spec. - Inter.	5

Unempl. Tax & Acctg. Spec. - Sr.	6
Veterans Asst. Prog. Spec.	6
Veterans Benefit Specialist 1	3
Veterans Benefit Specialist 2	4
Veterans Benefit Specialist 3	5
<u>Veterans Claims Officer 1</u>	<u>5**</u>
<u>Veterans Claims Officer 2</u>	<u>6**</u>
Veterans Employment & Tng. Spec.	3
Veterans Employment & Tng. Spec.	4*
Victim Services Specialist 1	4
Victim Services Specialist 1	5*
Victim Services Specialist 2	7
Vocational Rehabilitation Cnslr - In Training	4
Vocational Rehabilitation Cnslr - In Training	6*
Vocational Rehabilitation Cnslr (A)	7*
Vocational Rehabilitation Cnslr (B)	8*
Vocational Rehab. Spec. 1	6
Vocational Rehab. Spec. 2	7
Vocational Rehab. Spec. 3	8
Volunteer Coordinator	3
Volunteer Coordinator	4*
Worker's Compensation Rehab. Spec.	6
Worker's Comp. Specialist 1	4
Worker's Comp. Specialist 2	5

* Effective the first day of the pay period following the effective date of the contract.

** Effective 6/27/04.

*** Effective 12/26/04.

**** Effective 4/03/05.

2/1/7 Law Enforcement (LE)

Chemical Test Coordinator 1	12
Chemical Test Coordinator 2	13
Police Communications Operator	12
Police Communications Operator	42*
Police Detective	41
Police Officer	40
State Patrol Inspector	40
State Patrol Trooper	40
Transportation Cust. Rep. 1 – Field	9
Transportation Cust. Rep. 2 – Field	10
Transportation Cust. Rep. 3 – Field	11
Transportation Cust. Rep. 4 – Field	12
Transportation Cust. Rep. 4 – Field – Exam.	12
Transportation Cust. Rep. 4 – Field – Exam.	13*

* Effective 12/29/02 or the first day of the pay period following the effective date of the Agreement, whichever is later.

2/1/8 Employees excluded from these collective bargaining units are all office professional, (except Professional Social Services unit employees), sessional, confidential, limited term, project, management, supervisory and building trades-craft employees. All employees are in the classified service of the State of Wisconsin as listed in the certifications by the Wisconsin Employment Relations Commission as set forth in this Section.

2/1/9 The parties will review all deletions of existing classifications from the bargaining unit as well as all new classifications relating to the bargaining 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.

2/1/10 The WSEU will be provided by DOSER, upon written request, available statistical data in DOSER's possession on LTE utilization.

SECTION 2: Dues Deduction

2/2/1 Upon receipt of a voluntary written individual order 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. A list of all employees from whose pay dues have been deducted shall be sent to the appropriate local with that local's dues deduction check. At the same time, a copy of said list of employees shall also be sent to Council 24.

2/2/2 Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's 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 local Union.

2/2/2A Dues shall be deducted each pay period (biweekly) if the local Union has notified the ~~Department~~Office of State Employment Relations, or the University of Madison payroll, of its intent to change from the current deduction method to a biweekly deduction and has provided the amount of the biweekly deduction.

2/2/3 Employees represented by the WSEU who have a WSEU membership card on file who move to another position which may be legally represented by the WSEU will have their WSEU dues deduction continued. When an employee represented by the WSEU who has a WSEU membership card on file moves to a position which may not legally be represented by the WSEU, the dues deducted on behalf of the WSEU shall cease. Subsequent to the employee movement, dues deductions will be paid to the local Union having jurisdiction over the geographic assignment of the employee. New authorization cards must be submitted as indicated above by employees returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions to the appropriate local Union within ten (10) days after the payday covering the pay period of deduction.

2/2/4 Such orders may be terminated in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership

dues without the opportunity to terminate his/her order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred twenty (120) days written notice to the Employer and local Union.

2/2/5 In those units that have a fair share or maintenance of membership agreement, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members, as certified by the Union from the earnings of the employees in the units. The amount so deducted shall be paid to the Union.

2/2/6 The Employer will not deduct from the pay of any employees in any bargaining unit covered by this Agreement dues or other financial contributions for any other labor organization.

2/2/7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 3: Bulletin Boards

2/3/1 The Employer shall provide bulletin boards at locations mutually agreed upon for use by the local Unions to enable employees of the bargaining unit to see notices posted thereon. Such mutual agreement shall be arrived at locally. The normal size of new bulletin boards will be eight (8) square feet. The Employer will maintain bulletin boards provided under prior negotiated collective bargaining agreements and they need not conform to the normal size. In the event any new bulletin boards are mutually agreed upon, the Employer shall pay fifty percent (50%) and the Union shall pay fifty percent (50%) of the cost of such new boards. All notices shall be posted by the President of the local Union or his/her designee and 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 the International Union or other Labor Organizations with which the Union is affiliated;
- G. Reports of Union standing committees;
- H. Any other material authorized by the Employer or his/her designee and the President of the local Union or his/her designee; and,
- I. Official Union publications.

2/3/2 (AS) In those buildings where no boards exist for the WSEU and/or the Administrative Support unit local, a bulletin board shall be made available if there are at least ten (10) employees of the unit. The location and size of the board shall be determined by mutual local agreement. In those locations employing less than ten (10) administrative support unit employees, space for two (2) 8 1/2 x 11 sheets shall be made available on existing management bulletin boards, with the mutual agreement by the parties at the worksite.

2/3/3 No political campaign literature or material detrimental to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the President of the local Union or his/her designee. Any material determined by the Employer to not be in compliance with the provisions of this section shall be brought to the attention of the local Union/Chapter President or his/her designee and said material shall be discussed prior to its removal from the board.

2/3/4 (BC, SPS, T, PSS, LE) The location, size, type and number of bulletin boards shall not be subject to the grievance procedure in Article IV. In determining the location and number of new bulletin boards at assigned work sites, consideration shall be given to diverse factors including but not limited to: normal traffic patterns, the number of employees at such work locations, the type of work performed, the general location of employee gathering places, such as break rooms and lounges, and access of the public to such locations. The location, size, type and number of new bulletin boards shall be subject to the grievance procedure in Article IV. For the purposes of this paragraph only "assigned work sites" shall mean the facility or location to which the employee is normally assigned by the Employer and from which he/she performs his/her assigned duties.

SECTION 4: Personnel Transactions

2/4/1 In the next directory published for the University of Wisconsin--Madison, a listing of all University employees covered by this Agreement who work at the University of Wisconsin--Madison will be included.

The listing will include:

- A. The name;
- B. Building location;
- C. Work Phone;
- D. Home address;
- E. Home phone;
- F. Employees classification.

The listing of the home address and home telephone is at the employee's option.

2/4/2 The Employer will furnish the Treasurers of the local unions a list of dues check off information, seniority information and personnel transactions affecting employees in the units covered by this Agreement.

This information will be included with the dues checks received from the payroll department on a biweekly basis including "C" payroll periods and will include the following information:

- A. bargaining unit;
- B. employee name;
- C. social security number;
- D. classification (old, new);
- E. work telephone number;
- F. home and work addresses;
- G. seniority date and tie-breaker information;
- H. ethnic group;
- I. sex;
- J. amount of dues deducted;
- K. effective date of the dues deduction;
- L. personnel transaction and effective date;
- M. "add" if new employee;
- N. "C" to indicate a change in employee information.

2/4/3 The Employer agrees to provide Council 24 with thirty (30) days notice of any positions which will be reallocated out of the bargaining unit as a result of personnel surveys by the ~~Department~~Office of State Employment Relations.

2/4/4 Notwithstanding the provisions of §19.31-19.36 and 230.13 Wis. Stats. and any applicable Federal laws, the Employer will not release any information relating to the names, addresses, classifications, social security numbers, home addresses or home telephone numbers of employees covered by this Agreement to labor unions, labor organizations, local unions or the press except for Council 24 and the local union treasurer for the purpose

of local membership list, unless required to do so by the Wisconsin Employment Relations Commission or a court of law. The Employer will notify the Union of any lists provided under this Section. This section does not preclude the Employer from providing such information about an individual employee when requested by financial institutions or other businesses and the employee consents.

SECTION 5: Union Activity

2/5/1 Bargaining unit employees, including Union officers and representatives shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

SECTION 6: Union Conventions, Educational Classes and Bargaining Unit Conferences

2/6/1 Conventions

Duly elected Union delegates or alternates to the annual conventions of the Wisconsin State Employees Union, Council 24, the Wisconsin State AFL-CIO Convention and the Wisconsin PEOPLE convention shall be granted time off, without pay, not to exceed a total of thirteen (13) workdays annually to attend said conventions.

2/6/2 Duly elected Union delegates or alternates to the biennial convention of the AFSCME, AFL-CIO, shall be granted time off without pay, not to exceed a total of ten (10) workdays, to attend said convention.

2/6/3 This time off may be charged to vacation credits, holiday credits, compensatory time or to administrative leave without pay as the individual employee may designate.

2/6/4 The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing on attendance at such functions whenever possible. However, when an emergency arises and a delegate is unable to attend, the alternate shall give his/her supervisor at least five (5) calendar days advance notice in writing of attendance at such function, whenever possible.

2/6/5 Educational Classes

Employees who are elected or selected by the Union to attend educational classes conducted by or for the Union shall be granted time off without pay for the purpose of participating in such classes. The number of employees for all six bargaining units shall not exceed the following:

2/6/6 (BC, LE, SPS, T)

- A. Wisconsin Veterans Home local -- 5
- B. Northern Center for the Developmentally Disabled -- 5
- C. Central Center for the Developmentally Disabled -- 5
- D. Southern Center for the Developmentally Disabled -- 5
- E. Mendota Mental Health Institute local -- 5
- F. Winnebago Mental Health Institute local -- 5
- G. University of Wisconsin - Milwaukee local -- 5
- H. University of Wisconsin - Madison local -- 21 total (not to exceed 15 BC, 10 T, 1 SPS, 1 LE)
- I. Each Correctional Institution local -- 4
- J. DNR Local 1218 -- 3 (per chapter)
- K. Statewide locals (excluding Local 55) -- 7 (each)
- L. All other locals -- 2 (each)

M. Wisconsin State Patrol Union Local 55 – 19 total (2 employees per State Patrol District plus the 5 table officers of Local 55, or designee in lieu of table officers. It is recognized that the 5 table officers, or designee in lieu of table officers, could result in the restriction of 2 per State Patrol District to be exceeded.

2/6/7 (AS)

Administrative Support Represented by Local	Unit Employees to Attend Educational Classes
100 or less	2
101 through 300	3
301 through 500	4
501 through 700	5
701 through 900	6
901 and over	7

2/6/7A (PSS)

Statewide locals -- 18 each

2/6/8 (BC, SPS, T, LE) The number of workdays off for such purposes shall not exceed ten (10) for each employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such functions.

2/6/9 (AS) The number of workdays off for such purposes shall not exceed ten (10) for any one employee in any one calendar year except at the University of Wisconsin-Madison local where the number of bargaining unit employees who may attend shall not exceed ten (10) and the number of workdays off shall not exceed seven (7) for any one employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing of his/her intention to attend such functions.

2/6/9A (PSS) The number of workdays off for such purposes shall not exceed ten (10) for any one employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the employee may designate. Where the nature of the educational class is for professional development, such time may be charged to time off without loss of pay under Article 11/13/2, as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such functions.

2/6/10 Bargaining Unit Conferences

Attendance at bargaining unit conferences covered by this Section shall be limited to the regularly scheduled bargaining unit conferences held in June and September of each year of the contract and up to six (6) special bargaining unit conferences for the duration of the Agreement. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance written notice of the employee's intention to attend such function.

2/6/11 Schedule Changes

Where an employee wishes to attend a Union educational class, Union convention, or bargaining unit conference as listed above requiring a change in schedule with another employee capable of performing the work, the immediate supervisor will make a reasonable effort to approve the change of schedule between the two (2) employees providing such a change does not result in overtime.

2/6/12 Where notice from the employee is required in 2/6/4, 2/6/8, 2/6/9, 2/6/9A, and 2/6/10 above, Council 24 shall also provide insofar as possible, at least seven (7) calendar days in advance of the function, written notice containing the names, department and local union designation of the employees designated to attend such functions. This written notice is to be sent to the ~~Department~~Office of State Employment Relations, Bureau of Collective Bargaining Labor Relations.

SECTION 7: Printing of Agreement

2/7/1 The Employer and the Union shall agree on the printer and the cost of printing this agreement. The Employer shall allow the Union an opportunity to proof this Agreement prior to the printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and the Union will be considered invalid and not a part of this Agreement. Prior to the printing of this agreement, the Employer and the Union shall agree on the number of Agreements to be printed. Each party will pay for the number of agreements they ordered. The printer shall provide a separate bill for the Union and the Employer.

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

SECTION 8: Attendance at Local Union Meetings, Monthly Steward Meetings, or Monthly Local Union Executive Board Meetings

2/8/1 Local Union officers and stewards shall be granted time off without pay to attend local Union meetings, monthly steward meetings, and monthly local union executive board meetings, upon ten (10) calendar days advance notice to his/her immediate supervisor. When the officer, steward, and local executive board member is granted time off without pay to attend the local union meeting, steward meeting, and monthly local union executive board meeting, the employee will be allowed to work up to four (4) hours to make up for such lost time for each local union meeting and monthly local union executive board meeting, and eight (8) hours for a monthly steward meeting. Makeup time for all employees shall be at the regular rate of pay and scheduled by the Employer. Makeup time shall normally occur during the same week that the meeting occurred but may occur in the following week or pay period if it does not generate overtime under the Agreement or the Fair Labor Standards Act requirements.

2/8/2 Schedule Changes

Where an employee wishes to attend a Union activity under Section 8, the employee may, with prior supervisor approval, cover the absence with a voluntary schedule change or by exchanging shifts with another employee, providing such change is mutually agreed upon between the two (2) employees and does not result in overtime.

SECTION 9: Telephone, Email And Fax Use

2/9/1 Existing telephone facilities may be used by local Union officers and stewards for Union business. The location, number and procedure for using telephones shall be mutually agreed to at the first local labor-management meeting. Such use shall not obligate the Employer for the payment of long distance or toll charges. Management will endeavor to respect the confidentiality of phone conversations concerning Union business conducted in accordance with the provisions of this Agreement or a local agreement.

2/9/2 Where currently no existing practices or local agreements are in place, union use of existing Employer facsimile machines shall be limited to communication between union and management.

2/9/3 (BC, T, PSS, SPS, LE) Local Union officers and stewards may use their existing state assigned Email for conducting Union business only as authorized under the Agreement. Such use shall be in compliance with 2/5/1. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. This provision does not obligate the Employer to expand Email access nor limit agencies from developing or modifying their own policies and procedures for Email use. This provision shall expire with the expiration of the 2001-2003 Agreement.

SECTION 10: Mail Service

2/10/1 (LE [Local Unions 55 and 1195] SPS) Local Unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of four membership mailings per month, not to exceed thirty six (36) mailings per year, to members of their respective locals. Local Unions shall be allowed to use intra-institutional mail service (if available). Such mailings must be of a reasonable size and volume and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;
- D. Results of Union elections;
- E. Union meetings

F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;

G. Reports of Union Standing Committees.

2/10/1A (AS, BC, T, PSS) Local unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of twenty-four (24) membership mailings per year, not to exceed four (4) per month, to members of their respective locals. Local Unions shall be allowed to use intra-departmental mail service (if available). Such mailings must be of a reasonable size and volume, and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

F. Rulings or policies of the International Union or other Labor Organization with which the Union is affiliated;

G. Reports of Union Standing Committees.

2/10/2 No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

2/10/3 Local Union use of the mail systems involved shall not include any U.S. mails or other commercial delivery services used by the state as part of or separate from such mail system(s). The Union's use of the mail service shall be the responsibility of the president or a designee of the local Union.

SECTION 11: Visitations

2/11/1 The Employer agrees that non-employee officers and representatives of the WSEU or of the International Union shall be admitted to the premises of the Employer during working hours upon advance notice, twenty four (24) hours if possible, to the appropriate Employer representative. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the adjustment of grievances. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a private meeting place whenever possible or to provide a representative to accompany the Union officer where operational requirements do not permit unlimited access.

SECTION 12: Executive Board of Council 24

2/12/1 Council 24 will furnish to the ~~Department~~Office of State Employment Relations, Bureau of ~~Collective Bargaining~~Labor Relations, in writing, the names, departments, and local Union designation of elected members of the Executive Board within five (5) days after election to the Executive Board. Notification of any changes in the membership of the Executive Board shall be made in writing to the ~~Department~~Office of State Employment Relations, Bureau of ~~Collective Bargaining~~Labor Relations within five (5) days after such change. Duly elected members of the Executive Board of Council 24 of the Wisconsin State Employees Union [not to exceed a total of twenty (20) employees from all bargaining units] shall be granted time off without pay to attend the regular monthly meeting and no more than six (6) special meetings of the Executive Board each

calendar year. Such members will give their immediate supervisors seven (7) days advance written notice of the intended absence.

SECTION 13: Loss of Benefits

2/13/1 Employees on leave of absence without pay shall continue to earn vacation, sick leave, and length of service credits for the first two hundred sixteen (216) hours of time spent per calendar year in authorized Union activities contained in Article II, Section 6 (Union Conventions, Educational Classes, and Bargaining Unit Conferences) and Section 8 (Attendance at Local Union Meetings or Monthly Steward Meetings).

2/13/2 Employees on leave of absence without pay shall continue to earn vacation, sick leave, and length of service credits for time spent in authorized union activities contained in Article II, Section 12 (Executive Board) and for contract negotiations meetings with the Employer [six (6) designated members of the Union's bargaining team from each of the bargaining units covered by this Agreement]. A total of up to six (6) employees from all six (6) bargaining units on leave of absence under 13/8/3 shall also be covered. Such coverage shall be limited to a cumulative period of time of up to one (1) year per person for the life of the contract.

2/13/3 It is expressly understood that the Union or the employee can contribute to the Wisconsin Retirement Fund an amount equal to the amount that both the employee and the Employer would have contributed to the Wisconsin Retirement Fund if the employee had not been on leave of absence without pay.

2/13/4 The Union shall be allowed to prepay the retirement contributions for employees (at differing rates for employees in general or protective occupations) who are on leaves of absence without pay for contract negotiations. The contribution for an employee shall be based on the compensation the employee would be deemed to have been paid (at their then current base rate of pay) for the time during which the employee would

be on a leave of absence without pay for contract negotiations. If the Union chooses to prepay said retirement contributions, it shall be obligated to prepay both the employee's and the Employer's contribution. There shall be one prepayment for the entire period of contract negotiations.

2/13/5 If the Union prepayment is in excess of the amount required to maintain an employee's status in the Wisconsin Retirement System, said excess shall be returned to the Union after the close of contract negotiations. When prepayment is made, the Union shall provide the Employer with the names of the employees so covered, and the calculations used in establishing the amount to be prepaid. Said prepayment shall be made at least one (1) month prior to the time at which an employee goes on leave without pay status for contract negotiations.

2/13/6 All contributions shall be in accordance with ch. 40, Wis. Stats.

SECTION 14: Local Union Orientation

2/14/1 A representative of the local Union shall be granted up to thirty (30) for Union orientation during scheduled group orientations involving from two (2) to five (5) new, restored, or reinstated WSEU represented employees as well as employees reallocated from non-WSEU represented bargaining units. When six (6) or more WSEU represented employees are scheduled, up to sixty (60) minutes shall be scheduled. The Employer shall notify the local Union five (5) days prior to any group orientation.

2/14/2 In the absence of such group orientation meetings, or when the Employer has given less than ten (10) days notice of a group orientation to the Union, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation of a new employee(s), (up to sixty [60] minutes when the Employer schedules such orientations for six (6) or more employees at the same meeting) or to distribute to new employees represented by the WSEU a packet of informational material furnished to the Employer by the local Union. The time for such non-group Union orientation meetings shall be scheduled by the Employer within thirty (30) days of the date of hire and shall be without loss of pay.

2/14/3 When requested, the Union will provide the Employer copies of all written information to be distributed by the Union at the orientation(s) in advance of the meeting(s). The Employer retains the right to review the materials and refuse to distribute any materials, and/or prohibit or terminate any Union orientation presentation, that contains political campaign information or material detrimental to the Employer. The Employer will inform the Union in advance of its intention to attend any Union orientation. The Employer will not prohibit or terminate any Union orientation until a discussion has been held with the Union representative giving the orientation. Attendance at Union orientation presentations shall be voluntary. Union orientation is an appropriate subject for local negotiations.

2/14/4 (AS, T, BC) Prevention of a hostile work environment shall be a component of all new employee training.

SECTION 15: Utilization of Technologies

2/15/1 Both the Employer and the Union agree that changing technologies in the work place significantly enhance communications not only internally, but also externally. Computers, fax machines, e-mail, Internet access, multimedia, and video conferencing, to name a few, have changed the dynamics of the work place.

Because of the continuing expansion and enhanced capabilities with these technologies, the Employer and the Union agree to establish a joint state-wide committee to discuss, and upon mutual agreement, implement policies pertaining to the Unions' ability, and responsibilities in, utilizing these new technologies.

ARTICLE III

MANAGEMENT RIGHTS

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

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.
- B. To manage and direct the employees of the various agencies.
- C. To transfer, assign or retain employees in positions within the agency.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- E. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.
- F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or

services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

3/1/2 It is agreed by the parties that none of the management rights noted above or any other management rights shall be subjects of bargaining during the term of this Agreement. Additionally, it is recognized by the parties that the Employer is prohibited from bargaining on the policies, practices and procedures of the civil service merit system relating to:

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

B. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1: Definition

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.

4/1/2 Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor involved in quadruplicate (on mutually agreed upon forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and the Local Union representative. A grievant shall not represent him or herself. Only a designated grievance representative pursuant to Article IV, Section 6 of this agreement may represent a grievant.

4/1/3 If an employee brings any grievance to the Employer's attention without first having notified the Union, the Employer representative to whom such grievance is brought shall immediately notify the designated Local Union representative and no further discussion shall be had on the matter until the appropriate Local Union representative has been given notice and an opportunity to be present.

4/1/4 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.

4/1/5 The parties will make a good faith effort to handle filed grievances, discipline and investigations in a confidential manner. The Employer and the Union agree to not release any open or closed grievance or arbitration file(s) to another organization or person not representing the Union or the Employer unless both parties mutually consent or the release is required by the WERC or a court of law. A breach of confidentiality will not affect the merits of the grievance, discipline or investigation.

4/1/6 (AS) Representatives of the Union and Management shall be treated as equals and in a courteous and professional manner.

SECTION 2: Grievance Steps

4/2/1 **Pre-Filing:** When an employee(s) and his/her Local Union representative become aware of circumstances, other than disciplinary actions, that may result in the filing of a Step One grievance, it is the intent of the parties that, prior to filing a grievance, the Local Union representative will contact the immediate supervisor of the employee to identify and discuss the matter in a mutual attempt to resolve it. The parties are encouraged to make this contact by telephone. The State's DAIN line facilities will be used whenever possible. Both parties will provide any and all documents available, if requested, at the pre-filing step. If the grievance is denied, the grievance response will include an explanation of the reason for denial.

4/2/2 If the designated agency representative determines that a contact with the immediate supervisor has not been made, the agency representative will notify the Local Union and may hold the grievance in abeyance for not more than fourteen (14) days, for an attempt at such contact to be made until such contact is made.

4/2/3 The Employer representative at any step of the grievance procedure is the person responsible for that step of the procedure. However, the Employer may find it necessary to have an additional Employer representative present. The Union shall also be allowed to have one additional Local Union representative present in non-pay

status. Only one (1) person from each side shall be designated as the spokesperson. By mutual agreement, additional Employer and/or Union observers may be present.

4/2/4 All original grievances must be filed in writing at Step One or Two, as appropriate, promptly and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of such grievance.

4/2/5 Step One: Within twenty-one (21) calendar days of receipt of the written grievance or within twenty-one (21) calendar days of the date of the supervisor contact provided for in 4/2/1, whichever is later, the designated agency representative will schedule a hearing with the employee and Local Union representative and respond to the Step One grievance. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. If the grievance is denied, the grievance response will include an explanation of the reason for denial.

4/2/6 Step Two: If dissatisfied with the Employer's answer in Step One, to be considered further, the grievance must be appealed to the appointing authority or the designee (i.e., Division Administrator, Bureau Director, or personnel office) within fourteen (14) calendar days from receipt of the answer in Step One. Upon receipt of the grievance in Step Two, the department will provide copies of Step One and Step Two to the Bureau of ~~Collective Bargaining~~ Labor Relations of the ~~Department~~ Office of State Employment Relations as soon as possible. Within twenty-one (21) calendar days of receipt of the written grievance, the designated agency representative(s) will schedule a hearing with the employee(s) and his/her designated Local Union representative(s) and a representative of Council 24 (as Council 24 may elect) and respond to the Step Two grievance, unless the time limits are mutually waived. The Employer and the Union agree to hear Step Two grievances on a regular schedule, where possible, at the work site or mutually agreed upon locations. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. If the grievance is denied, the

grievance response will include an explanation of the reason for denial. If the Employer has not responded to the grievance within sixty (60) days of the filing at Step Two, the Union may, prior to Step Three, refer the grievance to Council 24 and the Office of State Employment Relations to expedite an answer to the grievance.

4/2/7 Step Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within thirty (30) calendar days from the date of the agency's answer in Step Two, or from the date on which the agency's answer was due, whichever is earlier, except grievances involving discharge, which must be appealed within fifteen (15) calendar days from the agency's answer in Step Two, or from the date on which the agency's answer was due, whichever is earlier, 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 without prejudice or precedent in the resolution of future grievances. The issue as stated in the Second Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

Time Limits

4/2/8 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 the designated time limits of the appropriate step of the procedure. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

4/2/9 If the Employer representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an Employer answer must be forwarded to a city other than that in which the Employer representative works, the mailing of the

answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

4/2/10 Arbitrations for discharge cases will be heard within one (1) year from the date of appeal to arbitration.

SECTION 3: Arbitration Panel Procedures

4/3/1 Within seven (7) calendar days from the date of appeal to arbitration, the parties shall meet to select an arbitrator from the panel of arbitrators according to the selection procedures agreed upon.

4/3/2 Where two 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 from the panel shall 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 was 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 the court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. Except as provided in Section 11 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/3/3 Both parties agree that there will be a panel of twelve (12) arbitrators selected to hear arbitration cases that are covered under the Agreement between the parties.

The procedure for selecting this panel of twelve (12) arbitrators is as follows:

- A. Both parties will make an attempt to mutually agree on a panel of twelve (12) arbitrators.
- B. If mutual agreement cannot be reached on the total twelve (12) arbitrators then the remaining number of arbitrators needed to complete the panel will be selected equally between the two parties.
- C. After one (1) year from the date the panel was selected, either party shall have the right to eliminate up to two (2) arbitrators from the panel.
- D. In replacing the arbitrators that were eliminated from the panel the procedure in B above shall again be used, but, it is noted that any arbitrator eliminated in C above may not be placed back on the panel.

4/3/4 The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

- A. Each arbitrator shall be assigned a number one (1) through twelve (12).
- B. In selecting an arbitrator for a case the parties shall draw five (5) arbitrator numbers at random from the total twelve (12). Then the elimination process will be used to select one (1) arbitrator from the group of five (5).

C. If both parties mutually disagree with the arbitrator number that has been selected in B above, then the original process of selecting an arbitrator shown in B above will again be used.

D. If, after two attempts, the parties mutually disagree with the arbitrator number that has been selected, then both parties shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service.

E. Both parties shall jointly send letters to the twelve (12) arbitrators selected and request these arbitrators to agree to participate on the panel and comply with specific requirements.

F. Both parties agree to some type of retainer fee for each of the selected arbitrators in addition to a set daily fee allowed each arbitrator for his/her services.

4/3/5 Both parties shall jointly contact court reporters from around the state and develop a listing of these reporters who will agree to return the transcript of a hearing within ten (10) days from the date of the hearing.

4/3/6 Both parties agree to submit exhibits to each other that will be entered into evidence at the arbitration at least three (3) work days prior to the date of arbitration. Exhibits postmarked at least three (3) work days prior to the arbitration will satisfy the requirement.

4/3/7 The names of the witnesses that will be called to testify shall be shared with the other party three (3) work days prior to the hearing.

4/3/8 Disputes which arise under 4/3/6 or 4/3/7 will be resolved by DOSER and Council 24.

4/3/9 If briefs are to be filed, both parties shall file their briefs within fourteen (14) days from the date of their receipt of the transcript. This time limit may be extended if mutually agreed by the two parties.

4/3/10 The decision of the arbitrator will be final and binding on both parties of this Agreement. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and 230.36 hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases, the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed.

SECTION 4: Retroactivity

4/4/1 Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step One. Employees who voluntarily terminate their employment (not including those who retire) will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. When a discharged employee resigns for the purpose of withdrawing funds from the State's retirement system, his/her grievance of the discharge will not be considered as withdrawn.

SECTION 5: Exclusive Procedure

4/5/1 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 6: Number of Representatives and Jurisdictions

4/6/1 (BC, SPS, T, LE) Council 24 shall designate a total of up to 750 grievance representatives who are members of the bargaining units for the bargaining units.

4/6/2 (AS) Council 24 shall designate a total of up to 500 grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/2A (PSS) Council 24 shall designate a total of up to 115 grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/3 The Union shall designate the jurisdictional area for each grievance representative and his/her alternate. Each jurisdictional area shall have a similar number of employees and shall be limited to a reasonable area to minimize the loss of work time and travel giving consideration for the geographic area, employing unit, work unit, shift schedule and the right and responsibility of the WSEU to represent the employee of the bargaining unit. Jurisdictional areas shall include other employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a grievance representative.

4/6/4 (BC, T, PSS, LE) Each local Union or each chapter of a statewide local Union (for PSS and Department of Transportation SPS only) may appoint one chief steward whom the designated grievance representative of the local or chapter may consult with by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/4A (AS) Each local Union may appoint chief stewards, and shall furnish to the Employer, in writing, the name of the Chief Steward for each respective jurisdictional area. The grievance representative of the local may consult with his/her appropriate jurisdictional area Chief Steward by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/5 In those instances where there is not a designated grievance representative from an employee's bargaining unit available in the same building, a designated grievance representative from another WSEU represented bargaining unit or local Union within the same building shall be allowed, pursuant to Paragraph 4/8/1, to cross bargaining unit or local Union lines so as to provide grievance representation. Such substitute grievance representative shall obtain approval from his/her supervisor prior to providing such substitute representation.

4/6/6 (BC, SPS, T, PSS, LE) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/7 (AS) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas as soon as they are designated and determined but not later than 180 calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/8 The Employer will supply the local Union with a list of supervisors to contact on grievance matters.

SECTION 7: Union Grievances

4/7/1 Union officers and stewards who are members of the bargaining unit shall have the right to file a grievance when any provision of this Agreement has been violated or when the Employer interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of the terms or provisions of this Agreement.

SECTION 8: Processing Grievances

4/8/1 A. The grievant, including a Union official in a Union grievance, will be permitted a reasonable amount of time without loss of pay to process a grievance from pre-filing through Step Three (including consultation with designated representatives prior to filing a grievance) during his/her regularly scheduled hours of employment. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her Union representative through the Union representative's supervisor.

4/8/1 B. For purposes of training, first time new local union stewards will be permitted a reasonable amount of time without loss of pay to accompany a senior steward during the investigation and processing of one grievance (from pre-filing through step 2), one investigatory interview and one pre-disciplinary (Loudermill) meeting. Prior approval from the new steward's supervisor is required to exercise these provisions. Management will base participation decisions on the proximity of the stewards, work schedules, and staffing levels. The Employer may grant additional steward training as identified in this provision. Current practices will continue.

4/8/2 Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to investigate and process grievances from pre-filing through Step Three (including consultations) in their jurisdictional areas during their regularly scheduled hours of employment. Only one designated grievance representative will be permitted to process any one grievance without loss of pay as above. Further, in a group grievance, only one grievant, appearing without loss of pay, shall be the spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which

involve like circumstances and facts for the grievants involved.) Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employees covered by the grievance.

4/8/3 The grievance meeting as provided in the Pre-Filing Step and Steps One and Two above shall be held during the grievant's regularly scheduled hours of employment unless mutually agreed otherwise. The Employer shall designate the time and location for pre-filing, first and second step grievance hearings. The grievant's attendance at said hearings, including reasonable travel time to and from the hearing, shall be in pay status. The parties will provide all documents and information available if requested, at the pre-filing step, step 1, step 2 or when appropriate.

4/8/4 The designated grievance representative shall be in pay status for said hearing and for reasonable travel time to and from said hearing, provided that the hearing occurs during his/her regularly scheduled hours of work. If the grievant and/or the designated representative has a personally assigned vehicle, he/she may use that vehicle, without charge, to attend such grievance meetings, except that in the State Patrol, a designated grievance representative may only use his/her vehicle to attend a grievance hearing if the hearing occurs during his/her regularly scheduled hours of work. If there is a state fleet vehicle available, at the sole discretion of the Employer, the designated grievance representative may use the vehicle, without charge, to attend such grievance meetings. However, the decision of the Employer is not subject to the grievance procedure.

4/8/4 A. (BC, AS, SPS, T, LE) The Pre-Filing Step and Step One of the grievance procedure will be held on the grievant's and the grievant's representative's work time if the work time is on the same or overlapping shift. It is understood that the grievance time limits may have to be extended to accommodate this provision and that work schedules need not be changed.

4/8/4 B. In cases where a steward is not available on an employee's shift to represent an employee in a hearing, the Employer will arrange for a steward from another shift. In scheduling the hearings, the Employer shall give

consideration to minimizing the time between the hearing and the steward's shift. By mutual agreement, the steward's schedule may be adjusted to allow the steward to be in pay status during the hearing.

4/8/5 The Employer is not responsible for any compensation of employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

4/8/6 (BC, AS) The Employer and the Union may mutually agree to the need for an interpreter in discipline hearings and the Pre-Filing Step and Steps One and Two of the grievance procedure. The interpreter shall be used to assist persons who are hearing impaired or who do not speak English to understand the proceedings. The person selected as the interpreter will be mutually agreed to, and the Union and the Employer shall share the costs equally.

4/8/7 The Employer will send one (1) copy of the answered grievance at Step One to the District Council 24 area representative.

4/8/8 Information Requests

Both parties have the responsibility to share information when available. When requested by Council 24, information, materials, or photo copies pertinent to representation in the grievance procedure will be provided at no cost to the Union, prior to the 2nd step of the grievance process.

Any requests where costs exceed \$50.00 (fifty dollars), if questioned by the agency, must be approved by the Director of Council 24, and DOSER.

SECTION 9: Discipline

4/9/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate corrective 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. A grievance in response to a written reprimand shall begin at the step of the grievance procedure that is appropriate to the level of authority of the person signing the written reprimand, unless the parties mutually agree to waive to the next step. Any letter issued by the department to an employee will not be considered a written reprimand unless a work rule violation is alleged or it is specifically identified as a letter of reprimand.

4/9/2 A. An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview (including informal counseling) if he/she requests one and if the employee has reasonable grounds to believe or has been informed that the interview may be used to support disciplinary action against him/her.

4/9/2 B. When an employee reasonably believes a meeting or informal counseling with his/her supervisor will result in disciplinary action, the employee has the right to consult with a union representative when the employee requests one. If a supervisor tells an employee that the interview or counseling will not result in discipline, there is no reasonable basis to believe the meeting will result in discipline, the employee must answer questions or may be subject to discipline for insubordination. If a supervisor denies an employee union representation and informs the employee that he/she will not be disciplined as a result of the meeting or counseling and then the supervisor does discipline the employee as a result of the meeting or counseling, the Office of State Employment Relations will not support the agency's disciplinary actions.

4/9/3 Unless Union representation is present during informal counseling or performance evaluation, disciplinary action cannot be taken at such counseling or performance evaluation meetings. The occurrence of

an informal counseling or performance evaluation meeting shall not be used as the basis for or as evidence in any subsequent disciplinary action. Such a meeting can be used to establish that an employee had been made aware of the circumstances which resulted in performance evaluation or informal counseling.

4/9/4 If any discipline is taken against an employee, both the employee and local Union president, or his/her designee, will receive copies of this disciplinary action. If the supervisor and the employee meet to explain or discuss the discipline, a Union representative shall be present, if requested.

4/9/5 When an employee has been formally notified of an investigation, and the Employer concludes no discipline will be taken at the present time, the employee shall be so advised. If a Union representative was present during the investigation, the Union representative shall also be advised. Such notification shall be provided in a timely manner.

4/9/6 No suspensions without pay shall be effective for more than thirty (30) days.

4/9/7 Where the Employer provides written notice to an employee of a pre-disciplinary meeting, and the employee is represented by a WSEU statewide local union, the Employer will provide a copy of such notice to the local union. Current practices between other WSEU local unions and the Employer will continue.

4/9/8 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and placed in the employees personnel file(s), and shall not be used as a step in the progressive discipline process. ~~This provision shall expire with the expiration of the 2001-2003 agreement, unless mutually agreed to extend.~~

SECTION 10: Exclusion of Probationary Employees

4/10/1 Notwithstanding Section 9 above, the retention or release of probationary employees shall not be subject to the grievance procedure except those probationary employees who are released must be advised in writing of the reasons for the release and do, at the discretion of the ~~Personnel Commission~~ Equal Rights Division of the Department of Workforce Development, have the right to a hearing before the ~~Personnel Commission~~ Equal Rights Division. If a meeting is held to notify an employee of his or her release for failure to pass original probation, union representation may be requested. The purpose of such representation is to observe, ask clarifying questions and advise the employee. Failure of a Union representative to attend shall not delay the release of the probationary employee.

4/10/2 In those situations where an employee is on permissive probation between employing units in the same agency and same class due to a transfer and that probation is terminated ~~for any other reason than performance~~, the employee has the right to request a formal meeting and be notified of the reason for termination in writing. Except for terminations for performance reasons, if the employee feels that the termination was for arbitrary and/or capricious reasons and not consistent with how other similarly situated employees are treated, the employee has the right to appeal the probation termination through the grievance procedure as set out in Article IV, Section 12, of the collective bargaining agreement.

SECTION 11: Pay Status of Arbitration Witnesses

4/11/1 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 providing the testimony given is related to his/her job function or involves matters he/she has witnessed while performing his/her job and is relevant to the arbitration case. A subpoenaed employee who appears during his/her non-scheduled hours of work shall be guaranteed an appearance fee equivalent to the hourly rate of the employee for two (2) hours or all hours testifying at the hearing, whichever is greater.

4/11/2 It is the intent of this section that every effort shall be made to avoid the presentation of repetitive witnesses.

4/11/3 A grievant appearing during non-scheduled hours of work at a special arbitration hearing as covered in Section 12 of this Article shall be paid an appearance fee equivalent to the hourly rate of the grievant for one (1) hour when appearing at the hearing. It is expressly understood by the parties that no more than one (1) appearance fee per day may be paid to a grievant appearing at the hearing.

SECTION 12: Special Arbitration Procedures

4/12/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in Subsection 4/3/1-7 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/3/1-7. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by District Council 24, WSEU, and the State Bureau of ~~Collective Bargaining~~ Labor Relations for both of these procedures during the term of the contract.

A. Expedited Arbitration Procedure

1. The cases presented to the arbitrator will consist of campus, local institution or work site issues, short-term disciplinary actions [five (5) day or less suspensions without pay], denials of benefits under s. 230.36, Wis. Stats., and other individual situations mutually agreed to.

2. The arbitrator will normally hear at least four (4) cases at each session unless mutually agreed otherwise. The cases will be grouped by institution and/or geographic area and heard in that area.

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

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

5. Where written decisions are issued, such decisions shall identify the process as non-precedential in the heading or title of the decision(s) for identification purposes.

6. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.

7. Representatives of DOSER and AFSCME Council 24 shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. Whenever possible, each arbitrator will conduct hearings a minimum of two (2) days per month. District Council 24, Wisconsin State Employees Union and the State Bureau of Collective Bargaining Labor Relations will meet with the arbitrator at least once every six months and select dates for hearings during the next six (6) month period.