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AGREEMENT

This Agreement, made and entered into this 27th day of June, at Madison, Wisconsin, pursuant to the provisions of Section 111.80-111.97, Wisconsin Statutes, by and between the UWHC Authority Board (hereinafter referred to as the Employer), and AFSCME, Council 24, Wisconsin State Employees Union, AFL-CIO, and its appropriate affiliated local, (1942) (hereinafter referred to as the Union), as representative of employees employed by the UWHC Authority Board (as set forth specifically in the Recognition Clause).

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of Section 111.80-111.97, Wisconsin Statutes, 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 UWHC Authority Board as an Employer.

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

ARTICLE I

SCOPE OF THE AGREEMENT

1/1/1 This Agreement relates only to classified employees of the State of Wisconsin working for the UWHC Authority Board.

1/1/2 The coverage of this agreement shall be extended by the parties when mutually agreed to by the Employer and Union to include employees in the classified service of the State of Wisconsin in additional appropriate collective bargaining units represented by the Wisconsin State Employee Union as certified by the Wisconsin Employment Relations Commission.

ARTICLE II
RECOGNITION AND Union SECURITY

SECTION 1: Bargaining Unit

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

Administrative Support Bargaining Unit

Job Code	Job Title	Grade
9231	UWHC Admissions & Billing Assistant - Associate	F
9232	UWHC Admissions & Billing Assistant - Objective	H
9233	UWHC Admissions & Billing Assistant - Senior	J
9321	UWHC Cafeteria Cashier – Associate	A
9322	UWHC Cafeteria Cashier – Objective	C
9323	UWHC Cafeteria Cashier – Senior	E
9922	UWHC Clinics Surgery Coordinator	G
9211	UWHC Dept/Clinic Assistant – Associate	E
9212	UWHC Dept/Clinic Assistant – Objective	F
9213	UWHC Dept/Clinic Assistant – Senior	H
9911	UWHC Emergency Dept Coord - Associate	G
9913	UWHC Emergency Dept Coord – Objective	H
99149910	UWHC Emergency Dept Coord- Senior Dept Coord-Wknd-Objective	H
9251	UWHC Financial Specialist – Associate	G
9252	UWHC Financial Specialist – Objective	I
925392049205	UWHC Financial Specialist – Senior	
	KUWHC Health Information Specialist	
	HUWHC Health Information Specialist-Senior	
J		
9201	UWHC Information Assistant – Associate	C

92029203	UWHC Information Assistant – Objective Information Assistant – Senior	F	EUWHC
9214	UWHC Inventory Control Specialist - Associate		E
9215	UWHC Inventory Control Specialist – Objective		F
9216	UWHC Inventory Control Specialist – Senior		H

Administrative Support Bargaining Unit

Job Code	Job Title		Grade
9221	UWHC Medical Comm Specialist - Associate		H
92229223	UWHC Medical Comm Specialist – Objective Comm Specialist-Senior	K	JUWHC Medical
9281	UWHC Medical Transcriptionist- Associate		F
9282	UWHC Medical Transcriptionist - Objective		H
9283	UWHC Medical Transcriptionist - Senior		I
9241	UWHC Patient Account Representative - Associate		H
9242	UWHC Patient Account Representative - Objective		J
9243	UWHC Patient Account Representative - Senior		K
9261	UWHC Payroll Specialist- Associate		
	G		
9262	UWHC Payroll Specialist- Objective		I
9263	UWHC Payroll Specialist- Senior		K

Blue Collar Bargaining Unit

Job Code			Job Title
9342			UWHC Baker -
Objective	F		
9343			UWHC Baker -
Senior	H		
9302			UWHC Custodian
- Objective	B		
9303			UWHC Custodian
- Senior	D		
9412			UWHC Driver -
Objective	D		
9413			UWHC Driver -
Senior	H		
9431			UWHC Facilities
Maint Tech –Associate	D		

9432			UWHC Facilities
Maint Tech-Objective	E		
9433			UWHC Facilities
Maint Tech-Senior	F		
9421			UWHC Facilities
Repr Wkr-Associate	D		
9422			UWHC Facilities
Repr Wkr-Objective	E		
9423			UWHC Facilities
Repr Wkr – Senior	F		
9345			UWHC Food
Production Cook	H		
9312			UWHC Food
Service Worker – Objective	B		
9313		UWHC Food Service Worker – Senior	D

9472			UWHC HVAC
Specialist	M		

Blue Collar Bargaining Unit

Job Code Job Title Grade

9402	UWHC Laborer - Objective	B
9403	UWHC Laborer - Senior	C
9441	UWHC Locksmith - Associate	F
9442	UWHC Locksmith - Objective	H
9451	UWHC Maintenance Mechanic-Associate	H
9452	UWHC Maintenance Mechanic- Objective	J
9453	UWHC Maintenance Mechanic - Senior	L
9351	UWHC Ship & Mail Clerk – Associate	B
9352	UWHC Ship & Mail Clerk – Objective	C
9353	UWHC Ship & Mail Clerk – Senior	D
9392	UWHC Stock Clerk	C

Technical Bargaining Unit

Job Code Job Title Grade

9377			UWHC
Anesthesia Tech – Associate		F	
9378			UWHC Anesthesia
Tech – Objective	G		
9379			UWHC
Anesthesia Tech – Senior		H	
9491			UWHC
Biomedical Eng Tech-Associate		N	
9492			UWHC
Biomedical Eng Tech-Objective		P	
9493			UWHC
Biomedical Eng Tech – Senior		R	
9511			UWHC
Cardiovascular Tech-Associate		S	
9512			UWHC
Cardiovascular Tech – Objective		T	
9513			UWHC
Cardiovascular Tech – Senior		V	
971497159716			
UWHC Casting Technician-Associate			IUWHC Casting Technician-
Objective			LUWHC Casting Technician-Senior
O			
9381	UWHC Central Services Tech-Associate		C
9382			UWHC Central
Services Tech-Objective		E	
9383	UWHC Central Services Tech- Senior		F
9771			UWHC Child Life
Ther Asst-Associate		F	
9772	UWHC Child Life Ther Asst- Objective		I

Technical Bargaining Unit

Job Code	Title	Grade	Job
9291	UWHC Coding Technician – Associate	L	
9292	UWHC Coding Technician – Objective		N
92939294	UWHC Coding Technician – Senior		⊖ PUWHC
	Coding Technician-Inpatient-Associate	M	
929592969297	UWHC Coding Technician-Inpatient-Objective		OUWHC Coding Technician-
	Inpatient-Senior		PUWHC Computer Operator – Associate
	F		
9298	UWHC Computer Operator – Objective		G
9299	UWHC Computer Operator – Senior		I
9851	UWHC Dental Assistant – Associate		F
9852	UWHC Dental Assistant – Objective		G
9972	UWHC Dental Hygienist		⊖ W
9881	UWHC Dialysis Patient Care Tech-Associate		F
9882	UWHC Dialysis Patient Care Tech-Objective		G
9883	UWHC Dialysis Patient Care Tech-Senior		H
9891	UWHC Dialysis Support Tech- Associate		F
9892	UWHC Dialysis Support Tech-Objective		G
9893			
	UWHC Dialysis Support Tech- Senior	H	
9521	UWHC Echocardiography Tech-Associate		U
9522	UWHC Echocardiography Tech-Objective		X
9523	UWHC Echocardiography Tech- Senior		Z
9501	UWHC Electrocardiography Tech- Associate		D
9502	UWHC Electrocardiography Tech-Objective		E
9503	UWHC Electrocardiography Tech - Senior		F
9581	UWHC Electroneurodiag Spec- Associate		N
9582	UWHC Electroneurodiag Spec-Objective		P
9583	UWHC Electroneurodiag Spec- Senior		Q
9874	UWHC Emergency Tech – Associate		H
9875	UWHC Emergency Tech – Objective		I

98769934	UWHC Emergency Tech – Senior		KUWHC
	Endoscopy Technician-Associate	G	
Technical Bargaining Unit			
Job Code			Job Title
Grade			
9935			UWHC
	Endoscopy Technician-Objective	I	
9932			UWHC GI
	Health Tech	G	
9531			UWHC Glass/
	Media Prep Tech-Associate	B	
9532			UWHC Glass/
	Media Prep Tech-Objective	C	
9901			UWHC Health
	Unit Coord – Associate	F	
9902			
	UWHC Health Unit Coord – Objective		G
9903			UWHC Health
	Unit Coord – Senior	H	
9561			UWHC
	Histology Technician – Associate	K L	
9562			UWHC
	Histology Technician - Objective	E M	
9563			UWHC
	Histology Technician - Senior	M N	
9812			UWHC Home
	Health Per Care Work	A	
9414			UWHC Home
	Health Equip Tech - Associate	F	
9415			UWHC Home
	Health Equip Tech - Objective	G	
9416			UWHC Home
	Health Equip Tech - Senior	H	
9657			UWHC Imaging
	Assistant – Associate	E	
9658			UWHC Imaging
	Assistant – Objective	F	
9659			UWHC Imaging
	Assistant – Senior	G	

9697			UWHC Imaging
Spec-Angio-Associate	Q	S	
9698			UWHC Imaging
Spec-Angio-Objective	S	T	
9699			UWHC Imaging
Spec-Angio-Senior	H	V	
9691			UWHC Imaging
Spec-CT-Associate	Q	R	
9692			UWHC Imaging
Spec-CT-Objective	S		
9693			UWHC Imaging
Spec-CT-Senior	U		
9651			UWHC Imaging
Specialist-General- Assoc	P	Q	
9652			UWHC Imaging
Specialist-General-Obj	R		
9653			UWHC Imaging
Specialist-General-Sr	T		
9660			UWHC Imaging
Specialist Wkd – Associate	P	Q	
9667			UWHC Imaging
Specialist Wkd – Objective	R		
9654			UWHC Imaging
Spec-Mammo-Assoc	Q		
9655			UWHC Imaging
Spec-Mammo-Obj	S		
9656			UWHC Imaging Spec-Mammo-Sr
			U
Technical Bargaining Unit			
Job Code			Job Title
Grade			
9694			UWHC Imaging Spec-MR-Associate
9695			UWHC Imaging
Spec-MR-Objective	S		
9696			UWHC Imaging
Spec-MR-Senior	U		
9461			UWHC
Instrument Maker – Associate		I	
9462			UWHC Instrument Maker – Objective
			M
9463			UWHC
Instrument Maker – Senior		N	

9961			UWHC Licensed
Pract Nurse – Associate	I		
9962	UWHC Licensed Pract Nurse –Objective		J
9664			UWHC
Lithotripsy Specialist – Associate	Q		
9665	UWHC Lithotripsy Specialist – Objective		S
9666			UWHC
Lithotripsy Specialist – Senior	U		
9371			UWHC Material
Repr Asst- Associate	€ D		
9372			UWHC Material
Repr Asst – Objective	E		
9373			
UWHC Material Reproc Asst – Senior		F	
9871			UWHC Medical
Assistant – Associate	F		
9872	UWHC Medical Assistant – Objective		G
9873			UWHC Medical
Assistant – Senior	I		
9571			UWHC Medical
Lab Tech – Associate	K		
9572	UWHC Medical Lab Tech – Objective		L
9573			UWHC Medical
Lab Tech – Senior	M		
9661			UWHC Nuclear
Med Imag Spec- Associate	ƒ U		
9662	UWHC Nuclear Med Imag Spec-Objective		V
9663			UWHC Nuclear
Med Imag Spec- Senior	W		
9841			UWHC Nursing
Assistant – Associate	F		
9842	UWHC Nursing Assistant – Objective		G
9843			UWHC Nursing
Assistant – Senior	H		
9331			UWHC Nutrition
Tech – Associate	F		
9332	UWHC Nutrition Tech – Objective		G

9721	UWHC Occupational Therapist Asst-Associate		I
9722			UWHC
	Occupational Therapist Asst-Objective	K	
9723	UWHC Occupational Therapist Asst-Senior		L
Technical Bargaining Unit			
Job Code	Job Title		Grade
9601			UWHC
	Ophthalmic Assitant – Associate	F	
9602	UWHC Ophthalmic Assistant- Objective		G
9711	UWHC Orthopedic Appl Tech - Associate		I
9712			UWHC
	Orthopedic Appl Tech- Objective	K	
9713	UWHC Orthopedic Appl Tech - Senior		NUWHC Orthotic
9717	UWHC Orthopedic Appl Tech - Senior		NUWHC Orthotic
	Technician-Associate	I	
9718			UWHC Orthotic
9719	UWHC Orthopedic Appl Tech - Senior		UWHC Orthotic
	Technician-Objective	LUWHC Orthotic Technician-Senior	
O			
9822	UWHC Patient Safety Assistant		E
9832	UWHC Patient Services Aide-Objective		D
9833			UWHC Patient
	Services Aide- Senior	E	
9802			UWHC
	Perfusionist Assistant	G	
9622			UWHC
	Pharmacist Assistant	I	
9611			UWHC
	Pharmacy Technician-Associate	F	
9612	UWHC Pharmacy Technician – Objective		G
9551	UWHC Phlebotomist – Associate		F
9552			UWHC
	Phlebotomist – Objective	G H	
9553	UWHC Phlebotomist - Senior		H I
9731	UWHC Physical Therapist Asst-Associate		I
9732			UWHC Physical
	Therapist Asst - Objective	K L	
9733	UWHC Physical Therapist Asst - Senior		E M

9641	UWHC Radiation Dosimetrist- Associate	W X
9642		UWHC
	Radiation Dosimetrist-Objective	Y Z
9643	UWHC Radiation Dosimetrist –Senior	AA BB
9631	UWHC Radiation Therapist – Associate	U V
9632		UWHC
	Radiation Therapist – Objective	W X
9633	UWHC Radiation Therapist – Senior	X Y
9682	UWHC Radiographic Film Tech	C

Technical Bargaining Unit

Job Code	Job Title	
Grade		
94819482		UWHC
Radiology Services Eng Tech-Associate	NUWHC Radiology Services Eng	
Tech-Objective	P	
9271		UWHC Registry
Technician-Associate	F	
9272		
UWHC Registry Technician-Objective	I	
9273		UWHC Registry
Technician-Senior	L	
9701		UWHC Rehab
Therapist Asst-Associate	F	
9702	UWHC Rehab Therapist Asst- Objective	I
9741		UWHC
Respiratory Therapist Asst-Associate	F	
97429743	UWHC Respiratory Therapist Asst-Objective	IUWHC
Respiratory Therapist Asst-Senior	J	
9374	UWHC Respiratory Ther MRA-Associate	C
9375	UWHC Respiratory Ther MRA- Objective	D
9751	UWHC Respiratory Therapist- Associate	P R
9752		UWHC
Respiratory Therapist-Objective	Q S	
9753	UWHC Respiratory Therapist- Senior	R U
9861	UWHC Seizure Monitor Tech-Associate	E

9862			UWHC Seizure
Monitor Tech- Objective		F	
9761	UWHC Sleep Specialist – Associate		P
9762	UWHC Sleep Specialist – Objective		Q
9763	UWHC Sleep Specialist - Senior		R
9542	UWHC Spec Contr & Rec Tech-Objective		E F
9543			UWHC Spec
Contr & Rec Tech-Senior		F G	
9361	UWHC Supply Clerk – Associate		B
9362	UWHC Supply Clerk – Objective		C
9363			UWHC Supply
Clerk - Senior		D	
9364			UWHC Surg
Svcs Supply Cl-Associate		D	
9365	UWHC Surg Svcs Supply Cl-Objective		E
9366	UWHC Surg Svcs Supply Cl-Senior		F
9951			UWHC Surgical
Technician-Associate		M	
9952	UWHC Surgical Technician – Objective		N
9953	UWHC Surgical Technician – Senior		O

Technical Bargaining Unit

Job Code

Grade

Job Title

9955			UWHC Surgical
Tech Wkd-Objective		N	
9954	UWHC Surgical Tech Wkd-Senior		O
9671			UWHC
Ultrasonographer – Associate		T U	
9672	UWHC Ultrasonographer – Objective		W X
9673			UWHC
Ultrasonographer – Senior		Y Z	
9674			UWHC
Ultrasonographer-Coordinator		Z	
9942			UWHC Urology
Technician		G	

2/1/2 Employees excluded from these collective bargaining units are all office professional, confidential, limited term, project, management, supervisory employees covered by another collective bargaining agreement, and building trades-craft employees.

2/1/3 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.

2/1/4 The WSEU will be provided by the Employer, upon written request, available statistical data in the Employer'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 local with that 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. 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.

2/2/3 Dues shall be deducted each pay period (biweekly).

2/2/4 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. New authorization cards must be submitted as indicated above by employees returning after a leave of absence without pay in excess of 12 months. The Employer will remit all such deductions to the appropriate local Union within 10 days after the payday covering the pay period of deduction.

2/2/5 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 by the employee giving at least 30 but not more than 120 days written notice to the Employer and local Union.

2/2/6 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.

2/2/7 The Employer will not deduct from the pay of any employees in the bargaining unit covered by this Agreement dues or other financial contributions for any other labor organization.

2/2/8 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 50% and the Union shall pay 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 In those buildings where no boards exist for the WSEU, 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) 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 President or his/her designee and said material shall be discussed prior to its removal from the board.

2/3/4 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.

2/3/5 Union Bulletin Boards will be located as follows:

Environmental Services	Enclosed in glass in D4/1
North Entrance	Enclosed in glass in the K/1 module
Pharmacy	Shared board to the left of the mailboxes in the employee lounge F6/146
Plant Engineering	In D4/119 just inside the double doors
Central Supply	D6/116c
Respiratory Therapy	In the locker room E5/484
Escort	Location to be determined
Radiology	To be determined
Radiotherapy	Shared board across the hall from the employee breakroom K4/B36
Food Service	Enclosed in glass in the F4/1 hallway
Break Room	E5/660
Inpatient Surgery Department	Shared board, employee lounge G7/320
Outpatient Surgery Department	Shared board F6/283
East Clinic	Shared board, L 001
West Clinic	Shared board, across from room G1/5
Administrative Services Building	In breakroom second floor
Sports Medicine Center	Shared board, room 2350
University Station	Shared board, lower level, behind elevators

SECTION 4: Personnel Transactions

2/4/1 The listing of home address and home telephone number in any directory published by the Employer or on its behalf is at the employee's option.

2/4/2 The Employer will furnish the Treasurer of the local Union a list of dues check off information, seniority information and personnel transactions affecting employees in the units covered by this Agreement. A list will be provided on a bi-weekly basis which will include the following information:

- A. bargaining unit;
- B. employee name;
- C. employee ID number;

If a problem arises regarding the representation of identification of Union members, the local will discuss the concerns with the Employer and Council 24. If not able to resolve the issue, the Employer will revert back to providing the 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 Notwithstanding the provisions of secs. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to the names, addresses, classifications, social security numbers, home addresses, or other information protected by secs. 19.31-19.36 and 230.13, Wis. Stats. or any Federal laws, of employees covered by this Agreement, to any individual entities, or other labor organizations, including local Unions, except for Council 24, or the local Union treasurer for their respective 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.

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 work time except as specifically authorized by the provisions of this Agreement.

SECTION 6: Union Related Meetings

2/6/1 The Union may select employees to attend the following Union-related meetings under the conditions stated:

Conventions:

- A. Wisconsin State Employees' Union
- B. Wisconsin AFL-CIO
- C. Wisconsin PEOPLE
- D. National AFSCME (biennial)

WHO: Duly elected delegates or alternates

TIME: Without pay, not to exceed thirteen (13) workdays annually except not to exceed ten (10) additional days for the biennial National AFSCME Convention.

Educational Classes:

Programs conducted by or for the Union for its members.

WHO: Union selected or elected employees. The number of employees shall not exceed seven (7).

TIME: Without pay for a maximum of ten (10) workdays per employee per calendar year.

Bargaining Unit Conferences:

- A. Up to two (2) regularly scheduled conferences (June and September) each calendar year.
- B. Up to six (6) special conferences during the duration of this Agreement.

WHO: Duly elected delegates or alternates

TIME: Without pay

Local 1942 Meetings:

- A. Local Union meetings
- B. Monthly steward meetings
- C. Monthly Local Executive Board meetings

WHO: Local Executive Board members and stewards

TIME: Without pay. Employees will be allowed to work up to four(4) hours to make up for such lost time for each local Union meeting and local executive board meeting, and eight (8) hours for a monthly steward meeting. Such makeup time shall be at the regular rate of pay scheduled by the Employer and shall be worked during the pay period in which

the meeting occurred or the subsequent pay period. Makeup time for monthly steward or local executive board meetings shall not generate overtime.

Council 24 Executive Board:

- A. Regular monthly meeting.
- B. Up to six (6) special meetings each calendar year.

WHO: One (1) elected member

TIME: With pay subject to reimbursement by Council 24, consistent with current practice.

Local Union officers and stewards assigned to the first, second, or third shift 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 notice to his/her immediate supervisor.

2/6/2 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.

2/6/3 Where notice from the employee is required in 2/6/1, above, except for local Union functions, 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 UWHC Human Resources.

2/6/4 Any abuse of Article 2/6, as demonstrated to the Employer and Council 24, the Council shall take remedial action up to and including abridging the above Union timeoff provisions. If management identifies problems with multiple Union representatives from the same department which are interfering with operations the issues will be discussed at Labor Management meetings and the parties will make good faith efforts to resolve any problems.

SECTION 7: Printing of Agreement

2/7/1 The text of this Agreement shall be prepared under the direction of both the Employer, and Council 24. Two representatives from each party, to include one member of the Local Bargaining Team, shall meet to jointly proof and correct a draft version of the text prior to ratification. Once the text of the Agreement has been agreed to by the parties, each party shall be responsible for printing copies sufficient for its requirements.

2/7/2 Any material not agreed to by the parties which appears in a printed Agreement of either of the parties shall not be considered a valid part of this Agreement.

2/7/3 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: Telephone And Fax Use

2/8/1 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.

2/8/2 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.

SECTION 9: Mail Service

2/9/1 The local Union shall be allowed to use the existing inter-departmental and/or other mail system(s) of the UWHC for a maximum of two membership mailings per month to members of the local. 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.

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

2/9/3 Local Union use of the mail systems involved shall not include any U.S. mails or other commercial delivery services used by the Employer 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 10: Visitations

2/10/1 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, 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 11: Loss of Benefits

2/11/1 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 the following authorized Union activities contained in Article II, Section 6. (Union Conventions, Educational Classes, Bargaining Unit Conferences, and Local 1942 Meetings)

2/11/2 Employees on leave of absence without pay shall also continue to earn vacation, sick leave, and length of service credits for time spent in authorized Union activities contained in Article II, Section 6 (Council 24 Executive Board) and for contract negotiations meetings with the Employer (five [5] designated members of the Union's bargaining team from the bargaining unit covered by this Agreement). A total of up to five (5) employees 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.

2/11/3 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.

2/11/4 The Union shall be allowed to prepay the retirement contributions 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.

2/11/5 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.

2/11/6 All contributions shall be in accordance with ch. 40, Wis. Stats.

SECTION 12: Orientation

2/12/1 A representative of the local Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientations involving from two to five new, recalled, or reinstated WSEU represented employees as well as employees reallocated from non-WSEU represented bargaining units. When six or more WSEU represented employees are scheduled, up to sixty (60) minutes shall be granted. The Employer retains the right to prohibit or terminate any Union orientation presentation that contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary. The Employer shall notify the local Union five (5) days prior to any group orientation. When requested, the Union will provide the Employer copies of all written information to be distributed by the Union at the orientation in advance of the meeting.

2/12/2 In the absence of such group orientation meetings, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation following the Employer orientation of new employee(s), 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. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

2/12/3 The Employer will inform the Union in advance of its intention to attend Union orientation. The Employer will not terminate or prohibit any Union orientation until a discussion has been held with the Union representative giving the orientation. Union orientation is an appropriate subject for negotiations.

At New Employee Orientation, when the Union makes its presentation to new employees, it will discuss the difference between the dues structures for ASU and the blue-collar/technical bargaining units.

SECTION 13: Utilization of Technologies

2/13/1 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 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 the hospital so as to carry out the statutory mandate and goals assigned to the Employer 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 Employer.
- C. To transfer, assign or retain employees in positions within the Employer.
- 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 hospital 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 subject matter shall be covered in any one 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/or Union representative.

4/1/3 An employee may choose to have his/her designated 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 designated 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. Individual employees or groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at any step 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.

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. A breach of confidentiality will not affect the merits of the grievance, discipline or investigation.

SECTION 2: Grievance Steps

4/2/1 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 representative present in non-pay status. Only one person from

each side shall be designated as the spokesperson. By mutual agreement, additional Employer and/or Union observers may be present.

4/2/2 Step One: Within seven (7) calendar days of receipt of the written grievance, from the employee(s) or his/her representative the supervisor will schedule a meeting with the employee(s) and his/her representative(s) to hear the grievance and return a written decision to the employee(s) and his/her representative(s).

4/2/3 Step Two: If dissatisfied with the supervisor's answer in Step One, to be considered further, the grievance must be appealed to the designated representative within seven (7) calendar days from receipt of the answer in Step One. The appropriate representative(s) will meet with the employee(s) and his/her representative(s) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate representative and returned to the employee(s) and his/her representative(s) within seven (7) calendar days from receipt of the appeal to the UWHC representative.

4/2/4 Step Three: If dissatisfied with the supervisor's answer in Step Two, to be considered further, the grievance must be appealed to the Director of Labor Relations within seven (7) calendar days from receipt of the answer in Step Two. The Director of Labor Relations or the designee will meet with the employee and his/her representative and a representative of Council 24 (as Council 24 may elect) to discuss and attempt to resolve the grievance. Following this meeting the written decision issued to the grievant, his/her representative and Council 24 representative within twenty-one(21) calendar days from receipt of the appeal to Step Three. By mutual agreement of the parties Third Step representative, the parties may hold a Third Step grievance hearing by telephone conference. The State's DAIN line facilities will be used whenever possible.

4/2/5 Step Four: 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 Employers answer in Step Three, or from the date on which the Employers answer was due, whichever is earlier, except grievances involving discharge, which must be appealed within fifteen (15) calendar days from the Employers answer in Step Three, or from the date on which the Employers 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 Third Step answers without prejudice or precedent in the resolution of future grievances. The issue as stated in the Third 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.

4/2/6 By mutual agreement, Union Representatives may engage in problem solving with management at any step of the grievance process. It is intended to address the underlying cause of the problem, but not intended to interfere with the grievance procedure itself.

4/2/7 Time Limits. 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.

4/2/8 Discharge cases, that are grieved, will be processed within one (1) year of the appeal date, unless Council 24 and the Employer agree otherwise.

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.

SECTION 3: Arbitration Panel Procedure

4/3/1 UWHC Authority and Council 24, Wisconsin State Employees Union will meet quarterly and select dates for hearings during the following six (6) month period unless there are no appropriate cases pending arbitration. Arbitrators will be mutually agreed to by Council 24, WSEU, and the UWHC Authority Board.

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 arbitrator. On the grievances where agreement is not reached, a separate arbitrator from the panel shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing, including a court reporter if requested by either party, 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, unless mutually agreed to otherwise by the two 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 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 1 through 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 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.

4/3/7 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 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 Council 24 shall designate grievance representatives who are members of the bargaining unit.

4/6/2 Council 24 shall designate the jurisdictional area for each grievance representative and his/her alternate giving consideration to the right and responsibility of the WSEU to represent the employees of the bargaining unit. 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.

4/6/3 The Local Union may appoint a chief steward, and shall furnish to the Employer, in writing, the name of no more than 1 Chief Steward. The grievance representatives of the local may consult with his/her Chief Steward by telephone pursuant to the provisions of Article II, Section 8 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/4 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.

4/6/5 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 The grievant, including a Union official in a Union grievance, will be permitted a reasonable amount of time without loss of pay to process and investigate a grievance 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.

4/8/2 Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to process grievances through Step Four (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 Steps One, Two, and Three 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 First, Second, and Third step grievance hearings. The grievant's attendance at said hearings, including reasonable travel time to and from the hearing, shall be in pay status.

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.

4/8/5 Step One, Step Two, and Step Three 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.

4/8/6 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.

4/8/7 The Employer and the Union may mutually agree to the need for an interpreter in discipline hearings and Steps One, Two and Three 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.

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

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 third 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. 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 Disciplinary action that is timely benefits the disciplined employee, management and the UWHC mission. After discovering circumstances that might lead to discipline, supervisors should make reasonably prompt efforts to investigate circumstances that might lead to discipline. However, the failure to do so, will not negate the UWHC's duty and ability to impose just discipline required to maintain a positive environment for the UWHC's employees and patients.

4/9/3 An employee shall be entitled to the presence of a designated Union 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.

4/9/4 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.

4/9/5 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. After it is determined, as a result of the investigatory interview, that no discipline will ensue, the Employer will notify the employee in a timely manner.

4/9/6 When an employee is placed on administrative leave with pay pending an Employer investigation, a copy of the letter will be sent to the employee and the Union president or his/her designee.

4/9/7 No suspensions without pay shall be effective for more than thirty (30) days.

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, have the right to a hearing before the Personnel Commission.

4/10/2 In those situations where an employee is on permissive probation due to a transfer and that probation is terminated for any other reason than performance, the employee has the right to a formal meeting and reason for termination in writing. 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. The parties agree to review this process during the course of the succeeding contract talks as to its application and utilization.

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.

SECTION 12: Special Expedited Arbitration Procedure

4/12/1 In the interests of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedure for the resolution of non-precedential grievances as set forth below. If either of the parties believe that a particular case deserves a precedential ruling, that case will be processed through the full arbitration procedure. Cases decided by this method of dispute resolution shall not be used as precedent in any other proceedings.

- A. The cases presented to the arbitrator may consist of UWHC work site issues, short term disciplinary actions (Two (2) day or less suspensions without pay) denials of benefits under 230.36, Stats., overtime distribution, and other individual situations mutually agreed to.
- B. The arbitrator may normally hear four (4) cases at each session, unless mutually agreed otherwise.
- C. Statements of fact and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the hearing unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted, the appropriate language provisions of the contract will be provided to the arbitrator prior to the hearing.
- D. Case presentation may be limited to a preliminary introduction, a short reiteration of the facts, and a brief oral argument. No briefs or transcripts shall be made. If witnesses are used to present facts, there may be no more than two (2) per side. If called to testify, the grievant is considered as one of the two witnesses.
- E. The arbitrator will give a bench 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.

- F. 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.
- G. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties.
- H. The provision regarding the arbitrator's authority or jurisdiction (4/3/2) will also apply to the Special Expedited Arbitration Procedure (Article 4, Section 12).
- I. These provisions may be modified by mutual agreement.

SECTION 13: Concentrated Performance Improvement Program (CPIP)

4/13/1 Employees will be placed on a concentrated performance improvement program only after the Employer has documented the reasons for such action and with the prior approval of Human Resources or its designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance improvement 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 Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not 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 improvement program and has received written notice of a possible termination or other disciplinary action, a designated grievance representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the grievance representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

4/13/3 The Employer will refrain from quoting specific work rules in any type of written performance evaluation. Only the description of the unacceptable performance should be included in the evaluation.

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 as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the Executive Order causing such accretion specifies differently, or as bargained by the parties. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

5/1/2 The Employer shall notify the Union as soon as the Employer becomes aware of formal consideration being given to hospital assumption of functions currently administered by another governmental agency, a quasi-public or private enterprise by Executive Order, or aware of any legislative hearings

5/1/3 Where within five (5) years of resignation or discharge an employee is rehired, 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 separation during which he/she was not an employee of the state, except when an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall reclaim his/her original date of employment for the computation of seniority.

In the event a UWHC employee is rehired into a WSEU represented position after being in a UWHC authority position, without a break in service at the UWHC, the employee will retain their current leave accrual date for vacation earnings purposes. However, the employee will start over for all other seniority related purposes such as the determination of wages, vacation picks, and layoffs. This provision of the contract shall be made retroactive to July 1, 1996, and will expire with this contract, unless the parties mutually agree it should continue.

5/1/4 In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age with the older employee considered having the greater seniority.

SECTION 2: Seniority Information

5/2/1 The Employer agrees to provide the local Union with two seniority lists. One list shall be by sorted by classification, and secondarily sorted by seniority, within

classification including employee name, date of birth, and mailing address. The second list shall be sorted alphabetically by employee name including name, classification, date of birth, and mailing address. These lists shall be provided on a semi-annual basis. Employees shall have thirty (30) calendar days from the date the list is provided to the local Union officer to correct errors except that in cases of layoff the time available for correction of errors shall be the life of the list.

ARTICLE VI HOURS OF WORK

SECTION 1: Scheduling

6/1/1 Work Schedules: Work schedules are defined as an employee's assigned hours, approved time off, days of the week, days off, and shift rotations. Work schedules shall set the hours of work for not less than a fourteen (14) day period and shall be posted for a minimum of fourteen (14) days prior to the commencement of the first shift.

6/1/2 In those departments where work schedules are fixed or posted, fixed work schedules shall be defined as set and recurring without the need to be posted, and posted work schedules shall be defined as set for a specific period of time, established by the department, and communicated to employees. Changes in such work schedules shall be made only to meet the operational needs of the service, which, if requested, shall be explained and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days notice will be provided to the local Union and to employees affected by a change in such work schedule. Work schedules will not be changed to avoid the payment of overtime. However, with management approval, employees may voluntarily agree to changes in work schedules. When the duration of such schedule change exceeds two (2) weeks, the Union will be notified. The Union shall have the right to file a grievance in accordance with Article IV commencing at Step Two if it feels a work schedule change has been made arbitrarily.

6/1/3 The Employer agrees that employees in the same classification within a work unit may trade shift hours including holidays given at least 24 hours advance notice and supervisory approval, that do not cause overtime. Trades will be reduced to writing and signed by both employees and their supervisor. Each employee will be held responsible to work only the shift(s) including any unscheduled overtime. The Employer's approval of such a change shall be dependent upon the qualifications, and training level of the employees involved and the work assignment.

6/1/4 It is the Employer's obligation, consistent with this article, to schedule staffing.

6/1/5 Scheduling of Overtime Whenever scheduled overtime work is required, the Employer will whenever practicable, assign such scheduled overtime work by seniority on a rotating basis unless mutually agreed otherwise among those included employees in that classification assigned to the work unit who normally perform the work involved.

6/1/6 In the overtime assignment process, employees shall be permitted to decline scheduled overtime work, however, the Employer shall have the right to require the performance of overtime work. When all employees in the work unit, who normally perform the work involved, decline an opportunity for scheduled overtime, the Employer shall require the performance of scheduled overtime work in reverse seniority order, on a rotating basis, beginning with the employee with the least seniority.

6/1/7 Employees who do not want to accept scheduled overtime work on an ongoing basis may file a written waiver on a quarterly basis. Such waiver shall indicate that the Employer is relieved from the requirement to offer scheduled overtime work to the employee for the period covered in the waiver. The waiver in no way affects the ability of the Employer to require the employee signing the waiver to perform scheduled overtime work as provided in this section.

6/1/8 Scheduling of Extra Hours. Whenever scheduled extra hours are required, the Employer will, whenever practicable, assign such scheduled extra hours, non-premium rate time work among those included employees in that classification assigned to the work unit, who are less than full time, who normally perform the work involved, by seniority on a rotating basis, unless mutually agreed otherwise.

6/1/9 Inpatient Nursing. Employees will not be scheduled for more than six (6) consecutive days unless mutually agreed upon.

6/1/10 Inpatient Nursing. Employees are guaranteed a minimum of 50 percent of the weekends off in any given calendar year, unless otherwise mutually agreed upon.

6/1/11 Inpatient Nursing. Upon their initial paid leave selection, employees may request vacation days off on the weekend, and if approved, such approved paid leave shall not be canceled except as provided for in 13/6/8A.

6/1/12 Inpatient Nursing and Inpatient Surgery Only - Shift Rotations. In those work units where there is shift rotation, an employee shall not be required to rotate shifts more than four (4) times in a bi-weekly pay period. There shall be a minimum of twelve (12) hours off between any shift rotations as vacancies occur or staff norms change on a unit that has shift rotations, shift assignments will be offered to interested staff on that unit, in order of contractual seniority. No employee will be involuntarily assigned to a different shift rotation through this process.

6/1/13 Inpatient Nursing & Inpatient Surgery. The weekend and shift rotation limitations of this agreement may be waived by individual employees with supervisory approval, so long as the waiver does not result in the inability of the Employer to comply with these limitations in regard to other employees.

The Employer will provide one straight day shift per nursing unit listed below, classified as a UWHC Nursing Assistant or UWHC Licensed Practical Nurse working a 100 %

position and one straight day shift per nursing unit to those classified a UWHC Health Unit Coordinator working a 100 % position and one straight day shift to those classified as Surgical Technician working a 100% position in Inpatient Surgical Services. Seniority as defined by Article V of this Agreement will be used for the purpose of assigning straight day shifts.

On units that are not staffed with an 100 % positions, the straight day shift will be assigned to the highest percentage (%) employee if they request it. To be eligible an employee must work at least eighty percent (80%).

In no event shall this provision be construed to require the creation of additional positions. The Employer reserves the right to change the regular work schedule to meet operational needs; however such changes shall not be made arbitrarily.

Units below, with Nursing Assistants/Licensed Practical Nurses, Hospital Unit Clerk, and/or Surgical Technicians have an 'X' listed in the appropriate column.

Unit	NA/LPN	HUC	SURG TECH
TLC	X		
B4/4	X	X	
B6/4	X		
D6/4	X	X	
D6/5	X	X	
F4/5	X		
B4/6	X	X	
B6/6	X	X	
F4M5			
D4/6	X		
F6/6	X		
BU		X	
GCRC		X	
F4/6	X	X	
D4/5	X	X	
D4C5	X		
F6/4	X	X	
F4/4	X	X	
F6J4			
B6/5			
Satellite			
D4/4	X	X	
Inpatient Surgery			X

The Department of Nursing will notify the Union of the name, classification and unit of those assigned straight day shifts on the specified units and of additional straight day shifts if they become available.

On units that are not staffed with any one hundred percent (100 %) positions, the straight day shift will be assigned to the highest percentage employee if they request it. To be eligible an employee must work at least eighty percent (80 %). Seniority will be used to determine the assignment if two employees have the same percentage of appointment.

6/1/14 Radiotherapy Only. The hours covered will be Saturday from 7:30 a.m. to 11:30 a.m. A two-month schedule will be developed by the supervisor and posted for all therapists.

The list will consist of all therapists, starting with the most senior therapist and ending with the least senior therapist.

When overtime is scheduled in radiotherapy, assignments will be made by seniority in rotation. The number of employees assigned shall be at the discretion of management taking patient safety into account.

6/1/15 Respiratory Therapy only. This agreement covers all therapists supervised by the UWHC Respiratory Therapy Department.

The provisions of this article refer only to the seniority picking process.

In addition, employees will be limited in the number of week-ends they may request to be off on vacation in the following manner:

- 2 weekends off:* Those with less than five (5) years seniority.
- 3 weekends off:* Those with five (5) to nine (9) years of seniority.
- 3.5 weekends off:* Those with ten (10) to fourteen (14) years of seniority.
- 4 weekends off:* Those with fifteen (15) or more years of seniority.

After the seniority-picking period is over, no further weekends may be requested off utilizing vacation time.

Number of years of seniority is calculated as of January 1st of the year for which vacation is being chosen.

If employees have a vacation request denied that included any of their allowable weekends off, they will be given the opportunity by the supervisor to make alternate requests. The supervisor will accept alternate requests for a period of two (2) weeks and utilize seniority in the process of approving alternate vacation requests. No employee whose vacation has already been approved may be bumped under this section.

6/1/16 Respiratory Therapy only - Weekend Scheduling/Exchange process.

After the seniority vacation picking process, employees will be allowed to take weekends off by trading weekends and accompanying days off with other employees in the following manner:

The weekend exchange process is not intended to generate overtime. Under this process, the employee who takes off on their regularly scheduled weekend must work the days in the preceding and following weeks that they would have had off had they worked the weekend. Similarly, when the employee works the extra weekend in exchange for the one he/she had off, he/she must take the days off in the preceding and following weeks that the person regularly scheduled for the weekend would have had off.

Weekends or days exchanged do not have to occur in the same pay period as long as no overtime is generated.

Exchanges will be recorded on forms provided by the department. The forms will be turned into the supervisor for approval and so he/she can record them on the schedule.

The Employer will allow the use of a designated bulletin board for employees to communicate with co-workers in setting up exchanges.

Under no circumstances does this agreement provide for the Employer to change work schedules to avoid the payment of overtime. The process outlined above is not to be considered a schedule change to avoid overtime since it concerns the voluntary exchange of weekends or days off by employees as outlined in this article.

This agreement in no way releases the department from the responsibility of offering and paying overtime for those weekends that are not included in the exchange process outlined in this article. The weekend exchange process and other voluntary schedule switches are to remain a separate process from all other coverage needed by the department on weekends.

6/1/17 This section shall be amended in accordance with agreements reached pursuant to the provisions of Article XI, Section 2.

6/1/18 Scheduled overtime work is defined as any overtime work which the Employer knew would be necessary 24 hours or more in advance of the overtime work.

6/1/19 Unscheduled overtime work is defined as any overtime work for which the need is known less than 24 hours in advance of the work.

6/1/20 Employees notified while on duty that they are being required to work an additional consecutive shift, will be guaranteed a minimum of two (2) additional hours of work with pay. With the agreement of the employee and the Employer, such employees may be released from duty in less than two (2) hours, but, in such instances, be paid only for the actual time worked.

6/1/21 The Employer agrees that for those staff who are on duty during the shift in which daylight saving time goes into effect, they will be permitted to use one hour of their paid leave (excluding sick leave), unpaid leave or to work one additional hour at the beginning or end of their shift as scheduled by management in order to achieve their normal number of shift hours.

6/1/22 Paid leave time hours will not be downed for purposes of determining hours worked and overtime obligations of the Employer under this Article.

6/1/23 Except for emergencies, no full-time employee shall be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hours total.

SECTION 2: Overtime

6/2/1 Definitions

- A. Overtime — Time that an employee works in excess of forty (40) hours per workweek.
- B. Workweek — A regularly reoccurring period of 168 hours in the form of seven consecutive 24 hour periods.
- C. Work Time -
 - 1. All hours actually spent performing duties on the assigned job.
 - 2. Travel time required by the Employer:
 - a) Travel between job sites before, during or after the regular workday.
 - b) Travel from a designated meeting place, to receive instructions or to pick up tools, to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.
 - c) The time spent traveling from an employees place of residence to and from a work site is not considered work time excepting those instances where an employee is required by the Employer to travel in excess of eighteen (18) miles one way, measured from the employee's home work station or place of residence, whichever is closer.
 - d) In those instances, the miles in excess of eighteen (18) will be considered work time.
 - 3. Rest Periods - Taken in accordance with Section 5 of this Article.
 - 4. Wash up Time - Taken in accordance with Section 6 of this Article
 - 5. Meal Periods -
 - a) Period less than thirty (30) minutes.
 - b) Where an employee is not relieved of his/her post, station or duty.

6/2/2 Eligibility for Overtime Credit

The Employer agrees to compensate employees at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per workweek.

6/2/3 Overtime Compensation

A. Compensatory Time

1. Regular Rate - The amount of compensatory time earned shall equal the amount of actual hours worked in excess of 40 hours per workweek.
2. Premium Rate - The amount of compensatory time earned shall be one and one-half (1 ½) times the amount of actual hours worked in excess of 40 hours per workweek.

B. Cash Payment

1. Regular Rate — The employee's rate per hour including any applicable supplemental pay.
2. Premium Rate — One and one-half (1 ½) times the employee's regular rate.

6/2/4 Pyramiding

Payment of overtime at a premium rate shall be paid in addition to the premium rate paid for holiday work incurred during the same workweek.

6/2/5 The Union and employee will be allowed access to the records kept on overtime including overtime offers, whether offers are accepted or declined and dates and times, that an unsuccessful attempt by phone is made to offer overtime. Such records shall be kept for 30 calendar days only, and requests to review shall not be excessive or disruptive to work.

SECTION 3: Compensatory Time

6/3/1 The parties recognize their obligations to abide by the U.S. Department of Labor's requirements relating to the State's coverage by the Fair Labor Standards Act, as amended. When FLSA compensatory time credits have been earned by an employee for overtime work, this accrued time shall be used at times and in amounts most desired by the employee, unless the use of such time is unduly disruptive of the agency's operation. The employee can carry such credits into the first four (4) months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1 of that year.

6/3/2 Scheduling of Compensatory Time

When compensatory time credits have been earned by an employee for overtime work or work on a holiday, this accrued time shall be used prior to January 1, whichever comes first. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the employee may carry such credits into the first four

months of the new calendar year. Accrued compensatory time in excess of five (5) days may be scheduled at the convenience of the Employer.

6/3/3 Where presently provided, the Employer shall continue to provide a daily report of the overtime hours worked and which employees worked the overtime. This report shall be given to the steward in the area or to the local Union president as the local Union designates.

SECTION 4: Rest Periods

6/4/1 All employees shall receive one (1) fifteen (15) minute rest period during each one-half shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

SECTION 5: Wash-up Time

6/5/1 Employees shall receive reasonable and adequate wash-up time immediately prior to their meal break and immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time.

SECTION 6: Meal Periods

6/6/1 No employee shall be required to take more than one hour as a meal period; however, this shall not be construed to interfere with the Employer's right to schedule employees to work split shifts.

SECTION 7: Call-Back Time

6/7/1 Employees called back for duty or called in on the employee's day off will be guaranteed a minimum of four (4) hours of work with pay.

6/7/2 Work schedules will not be changed because of call back time in order to avoid overtime except where the call back consists of a full eight (8) hour shift.

6/7/3 Employees shall be called back in seniority order among those employees who normally perform that work within their classification, except in case of emergency.

SECTION 8: Alternative Work Patterns

6/8/1 Alternative work patterns include flexible time, non-standard workweek employment, part time employment, job sharing and other patterns that may be developed between the parties.

6/8/2 Flexible time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours.

6/8/3 The Employer agrees that reasonable efforts will be made to implement alternative work patterns in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Employer and the Union.

6/8/4 Mutual agreement can be reached on the local level or at the appropriate department labor-management meeting.

6/8/5 Agreements may be reached under this section which result in employees working non-standard workweek(s) which provide for a fixed schedule of more than forty (40) hours in one week of each pay period and less than forty (40) hours in the other week of said pay period. In instances of non-standard workweek(s), overtime will be defined as work in excess of eighty (80) hours in a biweekly pay period, in lieu of the standard definition which defines overtime as time that an employee works in excess of forty (40) hours per workweek.

6/8/6 Permanent part time employment means employment of a continuous, recurring nature that requires the service of an employee for 600 hours or more on an annual basis.

6/8/7 Job sharing means coordinated permanent or project part-time employment involving two or more persons sharing the same duties and responsibilities of a full-time budgeted position.

6/8/8 Employees who are scheduled on a split shift will not be required to work less than two (2) consecutive hours.

6/8/9 The Employer will notify WSEU Council 24 of home-based work assignments. The Union may raise issues or concerns about such assignments at the parties' labor management meeting.

ARTICLE VII TRANSFERS

SECTION 1: Waiver

7/1/1 On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

SECTION 2: Transfer Within Employing Units

7/2/1 When a permanent vacancy occurs in a permanent (part-time, or full-time) position in an employing unit or when the Employer becomes aware of an impending permanent position in an employing unit, unless mutually agreed to otherwise, the Employer shall notify the local Union indicating the classification, any special requirements (including training and experience), the shift, shift rotation (if any), work schedule and the work location, and the local Union shall notify the employees of the bargaining unit in the employing unit. Interested permanent employees assigned to the same or other shifts in the employing unit who are in the same classification and who have completed their probationary period in the classification of the vacancy shall indicate their desire for a transfer by notifying the Employer within five (5) calendar days of notice to the employee or within seven (7) calendar days notice to the Union, whichever is greater. During the period while the selection process is being administered or for a maximum of six (6) months, whichever is less, the Employer may temporarily fill the vacancy to fulfill operational requirements. The employee selected to fill the permanent vacancy shall be the employee with the most seniority, unless he/she is not physically or emotionally fit for the job or cannot perform the work in a satisfactory manner.

When a transfer has been accepted, and the Employer is aware of a delay in excess of four (4) weeks, the employee will be so informed and the six (6) month transfer bar will be waived on a one-time basis.

7/2/2 Randomly Ranked Classifications Transfers Within Employing Units. Employees in classes for which random ranking is used for certification purposes may apply for transfers announced under 7/1/1 to classifications in counterpart pay ranges. Consideration for such transfers will be given to persons within the employing unit only after the provisions of 7/1/1 are exhausted and in accordance with the following procedures. Transfer of an employee in another random ranked classification shall fill the vacancy, which is in a counterpart pay range to the vacancy. The employee selected shall be from among the three (3) most senior applicants. The reason for the selection of an applicant other than the most senior shall not be arbitrary or capricious. The posting procedures and eligibility criteria of 7/1/1 shall apply; however, a single posting under

both 7/1/1 and 7/1/4 may be conducted by the Employer so as to expedite the selection process. Following appointment, if within the first six (6) months the Employer determines the employee is not performing satisfactorily, the employee will be returned to his/her former position, or one of like nature, within the employing unit for which the employee is qualified. If no vacancy exists, the provisions of Article VIII (Layoff) shall apply.

7/2/3 At the sole discretion of the Employer, an employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer within forty-eight (48) hours of beginning the first shift in the new position. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

SECTION 3: Additional Procedures

7/3/1 When a permanent vacancy occurs or the Employer becomes aware of an impending permanent vacancy, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the vacancy.

7/3/2 It is in the best interests of the parties for employees to make informed decisions about their ability to perform or learn the essential functions of a position prior to accepting a contractual transfer. Upon request, a copy of the position description will be made available for the employee's review.

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

7/3/4 The employee will be notified of the effective date of the transfer at the time of acceptance. If the employee wishes written confirmation of the start date of the transfer, he/she will provide written confirmation of the start date to his/her supervisor and the supervisor will sign it. If a delay occurs regarding this date, the employee will be notified in writing as to the reason(s) for the delay.

7/3/5 In the event the most senior employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee or the Union so requests.

7/3/6 Whenever a vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article XI, Section 3 of this Agreement. A period of five (5) calendar days shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

SECTION 4: Secondary Selection Procedures

7/4/1 Transfer Between Agencies An employee who transfers between agencies outside the provisions of this labor agreement and is placed on a permissive probationary period will have the right to return to his/her original position if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion. If no vacancy exists, the provisions of Article VIII (Layoff) will be invoked.

7/4/2 Pay on Transfer An employee whose pay is over the maximum of the pay range to which his/her classification is assigned and has been "red-circled" and who has transferred to a different position in the same classification within his/her agency shall retain his/her "red-circle" rate, subject to the provisions of Appendix #1 of this Agreement. Transfers outside the agency will be governed by the current contract of that unit.

SECTION 5: Definition of Permanent Vacancy

7/5/1 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:
 - 1. terminations,
 - 2. transfers out of the bargaining unit,
 - 3. promotion or demotion,
 - 4. resignation, and
 - 5. retirement;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 1 of this Article;
- D. Transfers within the bargaining unit resulting from either A, B or C above.

SECTION 6: Limitations

7/6/1

- A. Except as mutually agreed otherwise, the applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

B. Employees may not transfer under the provisions of this Article more often than once every six months.

C. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.

D. In cases of involuntary transfers, the Employer will reimburse employees in accordance with Wisconsin Statutes 20.917

SECTION 7: Priority of Transfer Rights

7/7/1 It is expressly understood that transfer rights under 7/1/1 supersede recall or reinstatement rights under Article VIII.

SECTION 8: Interviews

7/8/1 If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay. The employee shall notify the Employer as soon as possible of such interview. If requested by the employee, the Employer shall reschedule the employee to a different shift on the same day to enable the interview to be held without loss of pay.

7/8/2 If the Employer conducts an on site interview related to the transfer procedure and the interview is conducted outside the employee's assigned headquarters city, the employee will be granted up to two (2) hours without loss of pay to participate in the interview. The Employer will grant one such payment per calendar year.

SECTION 9: Job Orientation and Training

7/9/1 It is in the best interest of the parties for the employee and the Employer, at the beginning of and throughout the probationary period, to assess the training needs, if any, of the employee and provide reasonable orientation and training which will enhance the ability of the employee to succeed.

ARTICLE VIII

LAYOFF PROCEDURE

SECTION 1: Application of Layoff

8/1/1 The Union recognizes the right of the Employer to layoff employees or to reduce their hours of employment in accordance with the procedures set forth in this Article. Such procedures, however, shall not apply to temporary layoff of less than twenty (20) consecutive calendar days, unless the parties mutually agree to apply all or part of the procedures to such situations. Where volunteers in the work unit are considered, seniority shall be a consideration.

8/1/2 The total period of each temporary layoff in 8/1/1/A shall be in consecutively scheduled workdays.

SECTION 2: General Layoff Procedures

8/2/1 An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral or counterpart vacancy within the UWHC. The employee shall be interviewed for the vacancy if they provide written documentation of their qualifications for the vacancy and provide a copy of the at risk notice if requested. AFSCME Council 24 will be notified of employees who have received written notice of being at risk of layoff.

8/2/2 When a layoff occurs, the following general rules shall apply:

- A. Layoff shall be by employing unit within the bargaining unit.
- B. Layoff shall be by class as set forth in job specifications.
- C. Employees within the employing unit within the same class shall be ranked by seniority as defined in Article V, Section 1 with the least senior employee laid off first, except that the appointing authority may exercise one of the following two options:
 1. The appointing authority may layoff out of line of seniority to maintain a reasonable affirmative action program or where there is a demonstrable need for special skills. The appointing authority shall provide the Union and the employees affected with information relating to the exercise of these exemptions if so requested.
 2. The appointing authority may exempt five percent (5%) of the employees within an employing unit within the same class from the layoff procedure; however, such five percent (5%) shall not be less than one person. Such exemption shall not be arbitrary and capricious.
- D. With the agreement of the appointing authority, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee with the guarantee that the appointing authority will not challenge the

- more senior employee's eligibility for unemployment compensation, unless that employee, at a later point in time, refuses a reasonable offer of re-employment.
- E. Limited term employees 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.

SECTION 3: Notice of Layoff

8/3/1 Impending Layoff. In the event management becomes aware of an impending reduction in work force, they will notify the local Union and AFSCME Council 24 as soon as practicable but not less than thirty (30) days with respect to the impending reduction and will also inform the Union, if the information is then available, of the classes in which the layoffs are to occur and the approximate number of positions to be eliminated. The Union may also request a meeting with management after notification of the impending layoff for the purposes of a mutual exchange of information then available on the matter. Upon receipt of such request management shall have seven (7) calendar days to schedule and conduct such meeting.

8/3/2 Actual Layoff. In the event of an actual layoff, management will notify the affected employee(s) in writing as soon as practicable but not less than two (2) weeks in advance of the layoff date and will send a copy of such notice to the local Union and AFSCME Council 24. Such layoff notices will be hand delivered to the employee or shall be mailed via first class U.S. Mail.

8/3/3 Where notices are sent by first class mail, the time shall begin to run on the date the notice is postmarked.

SECTION 4: Reduction in Hours

8/4/1 In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of some or all employees by class who are assigned to the work unit(s) who normally perform the work involved not to exceed sixteen (16) hours per pay period nor thirty-two (32) hours in a four (4) week period nor sixty-four (64) hours in a twelve (12) month period, unless mutually agreed otherwise. Such reduction shall not be considered a layoff. Reduction of hours of part-time employees will be prorated, based on the percentage of their budgeted full time equivalency (FTE).within an employing unit to not less than 32 hours per week and such reduction shall not be considered a layoff, except that such reduction shall not last for longer than four (4) weeks at any given time, unless mutually agreed otherwise. If management 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.

8/4/2 If management determines, at its option, to reduce the weekly hours of some of the employees as identified above, 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; except, with the agreement of the Employer, a more senior employee may volunteer to work the reduced hours in lieu of a less senior employee. Volunteers shall be considered on the basis of seniority from most senior to least. Any reduction of hours imposed by Management will not be arbitrary or capricious.

SECTION 5: Employee Options Upon Notification of Layoff

8/5/1 Following notification of layoff the employee shall decide on which of the following options he/she shall exercise:

8/5/2 Transfer in Lieu of Layoff

Prior to the layoff effective date the affected employee may transfer as follows:

A. Within the Hospital:

1. The employee shall be afforded the opportunity to transfer laterally to permanent vacant positions in the same class in any employing unit within the hospital in accordance with the provisions of Article VII, Section 3.
2. The employee may file a request for transfer with any employing unit in the hospital, and with approval of the appointing authority, may be appointed to any permanent vacancy in any other class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

B. Between Agencies:

The employee may file a request for transfer to any agency in state service. Upon approval of that agency, such employee may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

8/5/3 Layoff Within seven (7) calendar days of notification of layoff, unless extended by agreement of the appointing authority or designee, the employee shall elect to bump, request a voluntary demotion or be separated in accordance with the layoff notice.

A. Bumping:

1. Within the employing unit within the bargaining unit, any employee who is in the bargaining unit, or any employee who is promoted out of the bargaining

unit into another bargaining unit or into a supervisory position and is serving a probationary period for that promotion from the bargaining unit, may elect to bump downward to a lower class in the same series or bump to a class within the employing unit in which they had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position occupied at the time of notification of layoff.

2. An employee bumping under A.1. above shall be appointed to any permanent vacancy in that lower class. In the event no permanent vacancy exists in that same or lower class, the employee shall be included with those employees occupying a position in that class and the layoff procedure set forth in Section 2 of this Article shall apply.
3. With the approval of the Employer, a more senior employee, who is otherwise eligible under Sub-section A.1, may volunteer to bump in lieu of a less senior employee, if that election would not result in the layoff of a different employee in the class to which she/he would bump than if the election did not occur.

B. Voluntary Demotion:

For purposes of this Article, Voluntary Demotion is the movement of an employee to a vacant permanent position a class in a lower pay range in which the employee had never attained permanent status in class. With the approval of the Employer, the employee may voluntarily demote to a vacant permanent position for which he/she is qualified.

C. Separation:

If an employee has been notified of layoff and has not chosen to or been able to retain employment by utilizing the opportunities of 8/5/2 and 8/5/3 above, he/she shall be separated in accordance with the layoff notice.

SECTION 6: Restoration

8/6/1 When a permanent vacancy occurs in the employing unit in the class(es) from which an employee was laid off, or could have bumped to under 8/5/3A/1, the employee shall be restored according to seniority, with the most senior employee restored first. A laid off employee who fails to respond to a restoration offer within five (5) workdays of the offer or who fails to accept a reasonable offer of restoration within five (5) workdays of the offer or who, upon acceptance of the offer, fails to be available for work within ten (10) workdays of the offer, shall forfeit any further restoration rights. If, due to extenuating circumstances, the employee is unable to report for duty within ten (10) workdays of the offer or make other arrangements with the Employer, the employee shall not forfeit the right to restoration when other permanent vacancies occur.

8/6/2 Within the Hospital: Any employee who is laid off may file a request within the hospital to fill a permanent vacancy in an employing unit other than that from which he/she was laid off. An employee who has filed such a request will be appointed to a permanent vacancy within that employing unit in the class(es) from which the employee was laid off or could have bumped to under 8/5/3A/1. Such restoration shall be by seniority, with the most senior employee restored first.

8/6/3 An employee who has received an official notice of layoff, or is separated from the service due to layoff under this Article, shall be appointed to any permanent vacancy in the same class from which he/she was laid off, if he/she meets the necessary qualifications for the job. When more than one employee requests restoration under this subsection to the same vacancy, the employee selected to fill the vacancy shall be the employee with the most seniority.

8/6/4 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 class in the same or counterpart pay range as the class from which the employee was originally laid off, whichever occurs first.

SECTION 7: Reinstatement

8/7/1 Within the Hospital or Other Agencies: Any employee who is laid off may file a request for employment with any Agency. Upon approval of the Hospital or Agency, an employee may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same, counterpart or lower pay range as the position from which he/she was laid off.

8/7/2 Duration: The opportunity for reinstatement under this Article shall exist for a period of five (5) years from the date of layoff or until the employee is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employee was originally laid off, whichever occurs first.

SECTION 8: For Informational Purposes

8/8/1 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 discretion of the Appointing Authority.

SECTION 9: A Reasonable Offer

8/9/1 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 work site prior to his/her layoff was at a

greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous work site, 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.
- D. An offer of limited term employment or project-project employment shall not constitute a reasonable offer under the provisions of Article VIII, Section 8.

SECTION 10: Employing Units

8/10/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Employer or their designee(s), regarding such change in employing unit(s).

SECTION 11: Priority of Article VII and Article VIII Rights

8/11/1 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 VII and Article VIII of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories, with transfer under Article VII, Section 1 accorded the highest priority of all.

- A. Transfer within the employing unit (7/2).
- B. Restoration (8/6 and bumping to a vacancy (8/5/3/A). Within this category the most senior employee will fill the vacancy.
- C. Reinstatement within the Agency (8/7/1).
- D. Employees who seek voluntary demotion in lieu of separation due to layoff under (8/5/3/B), shall be given equal consideration at each level of the process along with the other certified candidates for the vacancy provided they meet the qualifications.
- E. Reinstatement between Agencies (8/7/2).

- F. Employees who seek reinstatement to other agencies under 8/7/2 shall be given equal consideration at each level of the process along with other certified candidates for the vacancy provided they meet the qualifications.
- G. After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of this Agreement and the Wisconsin Statutes.

8/11/2 When there is mutual agreement between the Employer and the local Union and Council 24, restoration may supersede transfers under Article VII, Section 1, and all other lower categories.

SECTION 12: Definition of Permanent Vacancy

8/12/1 For purposes of this Article, a permanent vacancy is created:

- A. when the Employer decides to fill a new position, or
- B. when any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:
 - 1. Termination,
 - 2. Transfer,
 - 3. Promotion,
 - 4. Demotion,
 - 5. Resignation,
 - 6. Retirement.

SECTION 13: Relocation Expenses

8/13/1 When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting as a result of a layoff or bumping to a vacancy, to change the location of his/her residence, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in sec. 20.917, Wis. Stats.

8/13/2 When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting to a vacancy as a result of receiving an at risk notice under 8/2/1, to change the location of his/her residence, the Employer may pay only those expenses of the type and amount, and subject to the limitations, set forth in sec. 20.917, Wis. Stats.

SECTION 14: Layoff Benefits

8/14/1 Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium 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 occurs first. 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.

8/14/2 The Employer agrees that employee(s) on temporary layoff under 8/1/1, or reduced hours under 8/4/1, 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.

8/14/3 Additionally, the Employer agrees to continue its payment for Health Insurance pursuant to Article XIII, Section 1 for employee(s) on temporary layoff or reduced hours.

SECTION 15: Layoff Assistance

8/15/1 With the approval of the Employer, an employee who has received written notice from the UWVCB of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

- A. Time off without loss of pay to attend job training;
- B. Assistance or training in the preparation of a resume;
- C. Up to forty (40) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 13/7/1;
- D. Unpaid leave of absence for interviews, examinations, and other job search activities;
- E. 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.

8/15/2 While the State of Wisconsin Layoff Referral Service is operational, upon approval of his/her supervisor, an employee who has received written notice from the Employer of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the Layoff Referral Service, without loss of pay, or provided information from the Layoff Referral Service. It is recognized that access to the Service may take the employee more time than normally expected; therefore,

upon approval of the supervisor, more access time may be granted depending on individual circumstances.

ARTICLE IX HEALTH AND SAFETY

SECTION 1: Abnormally Dangerous Employment

9/1/1 An employee shall not be assigned to any task abnormally dangerous at the employee's place of employment.

SECTION 2: First Aid Equipment and Training

9/2/1 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 provided at appropriate locations.

9/2/2 In an emergency situation, which results from serious illness or injury at work, the Employer will furnish transportation for the affected employee to the appropriate medical facility. If the employee is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation; reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employee's home as determined by the attending medical authority; or reimbursement of mileage to the employee in accordance with Article XIII, Section 17.

9/2/3 Both the Employer and the Union recognize the benefits of training in lifesaving techniques such as first aid and CPR. In an effort to provide this training to its employees, the Employer will allow mutually selected employees to attend first aid and CPR instructor training with no loss of pay. Once these in-house instructors have been trained, the scheduling of employee training without loss of pay will be by mutual agreement at local labor management meetings. The local Union will be notified of any such scheduled training in writing by the Employer.

9/2/4 Employees may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employees who may attend such training sessions at any one time. Employees who receive such training shall be committed to maintaining their certification.

SECTION 3: Tools and Equipment

9/3/1 The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools and equipment furnished by the Employer.

9/3/2 Attention will be given to ergonomic considerations in the purchase of new equipment.

SECTION 4: Transportation of Tools

9/4/1 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

SECTION 5: Protective Clothing and Equipment

9/5/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the appropriate state agency.

SECTION 6: Medical Records

9/6/1 To insure strict confidentiality, only authorized employees of the Employer shall process or have access to any employee medical records in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Employees working in UWHC facilities who report breaches of patient confidentiality requirements shall not be retaliated against. They may report any retaliation (perceived or otherwise) to their department or directly to Human Resources. Human Resources shall report all retaliation investigations to the UWHC Privacy Officer.

SECTION 7: Buildings

9/7/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the appropriate state agency and JCAHO. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the appropriate state agency and JCAHO.

SECTION 8: Medical Examination

9/8/1 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations, 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 will be in pay status for the examination. Employees required to submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

SECTION 9: Job-related Exposure to Disease

9/9/1 Under the following conditions, testing for, and treatment of Lyme Disease (a tick bite received while performing assigned job duties), Hepatitis B, or HIV, will be covered by Workers' Compensation as provided under 13/18/1 of this Agreement:

- A. Employees must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the Occupational Accident/illness Report (AD85/WC-12) Workers' Compensation form and processed according to the procedures of the Employer.
- B. If, based on a clinical evaluation by a medical doctor, the physician orders a blood test to confirm or rule out the possibility of disease, Workers' Compensation will pay the cost of the test regardless of its results (i.e., positive or negative).
- C. Subsequent treatment to address symptoms or prevent complications must be prescribed by the treating physician.
- D. A direct causal relationship must be established by the treating physician. The treating physician must relate contraction of the disease to the job by means of written documentation. The employee must obtain copies of the physician's medical notes and the results of any medically-prescribed tests and submit them to the Employer to satisfy this condition.
- E. If the above conditions are met, the Employer will make an initial determination that the disease is job-related and will forward the claim to the appropriate state agency.

SECTION 10: Motor Vehicles

9/10/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

SECTION 11: Foot Protection

9/11/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of \$45.00 per year as an expense check payable the first pay period of the calendar year.

SECTION 12: Safety Inspection

9/12/1 When the appropriate state agency inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector.

9/12/2 Upon written request for the latest or most current safety inspection of a specific facility, the report will be furnished to the requesting Union official.

SECTION 13: Compliance Limitation

9/13/1 The Employer's compliance with the Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds.

SECTION 14: Department of Commerce (formerly DILHR) Regulations

9/14/1 The provisions of Wis. Admin. Code ILHR32, effective April 1, 1991, shall apply to employees covered by this agreement.

SECTION 15: Joint Committee on Health and Safety

9/15/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union will 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. Problems relating to a safe, secure work site may be discussed at local labor-management meetings.

9/15/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of UWHC employees and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by UWHC employees.

9/15/3 A Joint Committee on Health and Safety shall be established, to include the Employer, four (4) Local 1942 members and Council 24. The Committee shall meet as necessary but not less than quarterly. The Committee is established in recognition of the value of employee involvement in health and safety efforts and shall be used as a tool to identify health and safety issues and trends, to ensure feedback and oversight.

9/15/4 In the event an employee has determined that the task he or she has been assigned is abnormally dangerous, he or she shall complete the Patient Safety Net Event Report. The supervisor shall review the situation with the employee and attempt to resolve the matter. If the matter is not resolved to the mutual satisfaction of the employee and the supervisor, the employee's written claim shall be forwarded to representatives of each of the parties as designated by the Joint Committee.

9/15/5 In attempting to resolve the employee claim, the supervisor, at his or her discretion, may attempt to make work place 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 assign the affected employee to other available work consistent with the work usually performed by the employee.

9/15/6 If the matter is not resolved to the satisfaction of the employee, and he or she carries out the task, he/she may later file a grievance in accordance with Article IV commencing at Step One. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. Prior to administration of the discipline the circumstances surrounding the abnormally hazardous task disagreement shall be discussed with the local Union and the Employer designated safety representative. If the employee is disciplined, he/she may file a grievance commencing at the appropriate level of the procedure.

9/15/7 After an employee files a grievance(s) under the above circumstances, the Employer shall obtain the relevant Patient Safety Net Event Report, and provide the report to the Joint Committee on Health and Safety, the employee and his/her designated representative whenever possible. The report may be redacted for confidentiality concerns. In addition to filing the grievance and form to the designated agency representative, copies should be forwarded to the Joint Committee on Health and Safety.

9/15/8 The Joint Committee referenced in this Agreement shall direct and prioritize their efforts as follows:

- A. Identify and describe in writing those tasks currently performed by employees which the Joint Committee feels place the employee in circumstances which are abnormally hazardous or dangerous (i.e. those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job).
- B. Communicate in writing to the highest level of management relative to the jurisdiction of the Joint Committee, the Committee report resulting from the above. If there is no agreement on the tasks qualifying under A above, either party may submit this report.
- C. The report referred to above shall include a recommendation as to the appropriate action to be taken to eliminate the abnormal hazards or dangers.
- D. The report referred to above shall be made after an on-site inspection of the performance of the tasks has been accomplished by the Joint Committee.

- E. Subsequent to A-D above, the Joint Committee shall perform a job safety and health analysis on tasks studying past performance, the inherent danger and hazards of which have resulted in the highest frequency of disabling injuries within the jurisdiction of the Joint Committee and determine ways to eliminate hazards and accidents. The same analysis shall then be performed with regard to the frequency of potentially disabling injuries and then the frequency of minor injuries.

- F. The result of the individual job safety and health analysis shall be created in written form and shall be distributed to all employees performing the respective job within the jurisdiction of the Joint Committee.

- G. Reports forwarded by the Joint Committee to management shall be answered in writing, indicating actions to be taken as a result of the report. In the event no action is to be taken, or action different than that recommended is to be taken, a written explanation shall be provided the Joint Committee.

9/15/10 The above section related to safety and health acknowledges a mutual commitment to the safety and health of all employees, the existence of mutual as well as separate obligations, responsibilities and prerogatives relative to safety and health of all employees and does not detract, alter or modify the rights and obligations of the parties recognized in other provisions of this Agreement.

SECTION 16: Data Sheets

9/16/1 The Employer, upon contracting to purchase any chemical or substance containing hazardous material, will request a material safety data sheet from the vendor.

SECTION 17: Ergonomic Conditions

9/17/1 The Employer shall be responsible for evaluating ergonomic conditions and assisting employees who experience problems relating to these issues. This section is not subject to Article IV but may be a topic of labor/management meetings.

SECTION 18: VDT/CRT Eye Examinations

9/18/1 Employees whose assigned duties require high VDT/CRT use (four (4) hours or more 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.

9/18/2 A pregnant employee assigned to high-use operation of VDT/CRT equipment (four (4) hours or more 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 under provisions of 13/8/4 of this Agreement.

9/18/3 Except where local agreements provide otherwise, employees whose assigned duties require VDT/CRT use of four (4) or more hours in a day shall be provided their fifteen (15) minute breaks and meal periods, where feasible, such that the VDT/CRT duties are not required for greater than two (2) hour periods. Where this scheduling is not feasible, relief to the employee after two (2) hours of continuous use may be provided by the employee and not requiring the use of the VDT/CRT.

9/18/4 Eyeglasses: When medical verification for the necessity of special eyeglasses to work on the Employer's VDT/CRT equipment is provided, the employee may purchase the appropriate prescribed eyeglasses through Employer procurement for use by the employee in the performance of his/her duties when such duties include the high use of the VDT/CRT equipment as defined in 9/18/1. This provision may be exceeded by mutual agreement.

SECTION 19: Safety Eyewear

9/19/1 Where safety glasses are required by the Employer, the Employer will provide such glasses. In addition, if eye examinations for safety glasses are necessary, the Employer will pay the entire cost of one examination during the life of this contract.

9/19/2 Safety sunglasses will be provided by the Employer when medical verification for the necessity of such glasses is provided to the Employer or when mutually agreed to otherwise.

SECTION 20: Weather Related Considerations

9/20/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employee health and safety needs.

ARTICLE X HEARING OFFICER

10/1/1 The Personnel Commission may at its discretion appoint an impartial hearing officer to hear appeals from actions taken by the Employer under Section 111.91(2)(b) 1 and 2, Wis. Stats.

- 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, and the determination of an incumbent's status resulting from position reallocations.”

10/1/2 The hearing officer shall make a decision accompanied by findings of fact and conclusions of law. The decision shall be reviewed by the Personnel Commission on the record and either affirmed, modified or reversed. The Personnel Commission's action shall be subject to review pursuant to Ch. 227 of the Wisconsin Statutes.

ARTICLE XI

MISCELLANEOUS

SECTION 1: Discrimination

11/1/1 Employees covered under this Agreement shall be covered by Subchapter II (State Fair Employment Act), Chapter 111, Wis. Stats., and have a discrimination-free environment assured for all protected purposes.

11/1/2 The Employer and the Union agree that all employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

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

11/1/3 In order to prevent and eliminate sexual harassment, the Employer shall take affirmative steps to help create a work place free of sexual harassment. The Employer shall fulfill its contractual obligations with regard to this section by:

- A. including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and
- B. distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

- C. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and.
- D. posting a copy of Executive Order No. 63 on all Management bulletin boards; and
- E. providing the Local Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and
- F. appointing, in those departments which have or create committees to deal with sexual harassment, one employee of the department to such committees to represent all WSEU bargaining unit employees. Such employee(s) shall be selected by Council 24.

11/1/4 Any allegations of sexual harassment concerning supervisory personnel or co-employees shall be restricted to the remedies available under State and Federal Statutes. The grievance procedure in Article IV shall not be used to resolve any matters involving any allegations of sexual harassment.

11/1/5 When an employee is being interviewed by an official investigator in regard to charges of sexual harassment that have been filed by said employee with said investigator's agency the employee's participation in said interview shall be without loss of pay.

11/1/6 In addition, there shall be no discrimination based on Union or non-Union affiliation.

11/1/7 Employees covered by the Agreement shall be covered by Wisconsin Statutes s. 111.84 (State Employment Labor Relations Act).

11/1/8 An employee presenting a sexual harassment complaint to the Labor Relations Consultant of the Employer shall be entitled, at the employee's option, to the presence of his/her designated Union representative or any other member of the employee's employing unit selected by the employee. Any advocate so selected by the employee shall respect the confidentiality of the affirmative action process. The time spent by the employee and his/her advocate in presenting said complaint shall be without loss of pay. An advocate, who is also a WSEU designated Union representative, must make a disclosure of any potential conflict of interest to the claimant, if he/she may also represent the accused prior to any such presentation meeting.

SECTION 2: Union-Management Meetings

11/2/1 The Employer agrees to continue the existing Union-Management meetings except that there will be only one Union-Management meeting for all areas of discussion as set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

11/2/2 Notwithstanding the above, the Employer agrees to continue the existing health and safety committees in those departments where such committees are presently

operating.

11/2/3 Health and safety issues shall be considered at the regular Union-Management meetings a minimum of four (4) times per year unless mutually agreed upon otherwise.

11/2/4 All other aspects of the aforementioned meetings, including time and location, shall be determined by the local Union and local Management.

11/2/5 Agenda

Items to be included on the agenda for the aforementioned Union-Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Disseminate general information of interest to the parties.
- C. Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.
- D. Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including day care and dependent care. To discuss and attempt to resolve issues including those referred to local labor/management meetings.
- E. Consider recommendations of the Health and Safety Committee on matters relating to hospital employees.
- F. Notify the Union of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.
- G. Discuss policies and programs affecting employees and clients. However, failure of the Employer to discuss changes in policies or programs prior to implementation or to adopt Union suggestions shall not prevent the Employer from making any changes.
- H. Whenever the Employer decides to reorganize any department which affects fifty (50) or more employees the Union shall be given thirty (30) days advance notice whenever practicable and an opportunity to discuss and confer with the Employer

regarding that reorganization and its impact and effect on employees in the bargaining units.

- I. Negotiate hours of work, work schedules and overtime assignments. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Four except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the Employer, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

- J. VDT-CRT concerns may be discussed, as either party desires, at local Union-Management meetings. When the agenda for local Union-Management meetings includes such concerns adequate time shall be allotted for such discussion. The following subjects may be discussed:
 - 1. lighting,
 - 2. vision care and examinations,
 - 3. noise,
 - 4. chairs,
 - 5. desks,
 - 6. footrests,
 - 7. adjustable terminals and keyboards,
 - 8. work environment design (wall cover, carpet, windows),
 - 9. room temperature and training.

- K. Decisions to institute major technological changes or significantly downsize an employing unit may be discussed at local Union-Management meetings.

When the Employer decides to make major technological changes directly affecting ten (10) or more employees in the bargaining units, the Employer will provide advance notice, ninety (90) days in advance if possible, to the Union. The following subjects may be discussed:

- 1. implementation plans,
- 2. new equipment installation,
- 3. transition plans,
- 4. training or retraining, and
- 5. placement of any displaced employees.

As mutually agreed, attendance at the Union-Management meetings discussing these subjects may be expanded to include a reasonable number of employees from affected organizational sub-units not recognized as employing units for the purpose of Union-Management meetings. Such employees shall attend without loss of pay.

- L. Discuss child/elder/dependant care issues including establishment of on-site centers.
- M. Where meals are not currently being provided, meals (without charge) for employees held over to work four (4) or more additional hours will be discussed locally.
- N. Discuss the administration of the Workers' Compensation law, specifically denials of benefits at the agency or lower level.

11/2/7 Cost of Union-Management Meetings

- A. A maximum of five (5) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.
- B. Two additional bargaining unit employees may attend these meetings in either non pay status, or by using paid leave time. Upon mutual agreement, more than two additional employees may attend these meetings as described directly above.
- C. Reasonable travel during an employees regularly scheduled hours of employment shall be on hospital time, not to exceed a total of eight (8) hours for any one meeting, which shall also include the time actually spent in the Union Management meeting.
- D. The Employer may allow employees to trade shifts or make other scheduling arrangements to attend Labor-Management meetings in pay status.

SECTION 3: Notice of Promotional Exams

11/3/1 The Employer shall post, on the appropriate bulletin board, notices of all promotional examinations for positions within the employing unit(s) involved and shall supply the Union with ten (10) copies of such notices. The parties agree the above notices are for informational purposes only.

SECTION 4: Uniforms

11/4/1 When uniforms are provided and maintained (cleaned) by the Employer, those employees are not eligible for a uniform allowance.

11/4/2 Employees not provided uniforms and not required to wear specific clothing by the Employer, are not eligible for a uniform allowance. Application of the UWHC dress code as it relates to general appearance and appropriateness of dress does not constitute eligibility for a uniform allowance.

11/4/3 When clothing is specified by the Employer (e.g. specific color, style, or type of shirt or pants) or provided and not maintained (cleaned), a uniform allowance of \$ 4.50 per pay period shall be paid to the respective employees.

11/4/4 If the Employer desires, additional uniforms may be required. If required, the uniforms shall be paid for or furnished by the Employer.

SECTION 5: Damaged Personal Property

11/5/1 The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ten dollars (\$10.00) or less.

11/5/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed \$75 per watch.

11/5/3 The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

SECTION 6: Work Rules

11/6/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The reasonableness of the newly established work rule(s) or amendment(s) to existing work rule(s) may be grieved beginning at the third step of the grievance procedure.

11/6/2 For purposes of this Article, 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 Employer.”

11/6/3 It is understood that records of work rule violations which did not involve criminal violations will be removed from the employee's personnel file(s) if there are no other violations within twelve (12) months after the violation.

11/6/4 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.

11/6/5 New or revised written policies that reference disciplinary consequences for failure to comply with the policies will be provided to the Union at the same time that they are distributed to affected employees.

SECTION 7: Inclement Weather

FLSA NON-EXEMPT EMPLOYEES

11/7/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol of road closings shall be allowed to work to make-up for lost time during the current or subsequent pay period as scheduled by the Employer. Where the Employer cannot schedule the employee for make-up time, the employee may elect to use vacation, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

11/7/2 When the Employer approves employee requests not to report for work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, holiday or compensatory time credits or leave without pay or the employee may make-up time lost on that day, as the employee requests. Makeup shall be, scheduled by the Employer, and shall be worked during the current or subsequent pay period. If the employee elects leave without pay, there shall be no proration of benefits.

11/7/3 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 hours actually worked to make-up the time.

11/7/4 When the Employer (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 alternate 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 questions on who has this authority should be directed to the employee's immediate supervisor.

11/7/5 Starting of automobiles during cold weather will be a subject of local negotiations.

SECTION 8: Distribution of Pay Checks

11/8/1 Pay checks will be distributed in a confidential manner either through direct deposit into an employee's personal bank account or sent to an employee's home via the U.S. Postal Service. All pay checks that are mailed will be mailed first class. When a regular payday falls on a holiday (including bank holidays) the Employer will distribute and date pay checks the day before the holiday. If the employee does not receive the paycheck at his home by the following Monday, a replacement check will be issued to them on that Monday, upon request and receipt of a signed release from the employee, unless unusual circumstances delay processing. Administrative errors in paychecks which result in a seventy-five dollar (\$75.00) or more loss to an employee in a pay period shall be corrected within five (5) working days of notification of the error, except in unusual circumstances.

SECTION 9: Commercial Drivers Licenses

11/9/1 The Employer shall pay the cost of any chauffeur, school bus, and/or commercial drivers licenses for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion.

The Employer will provide all current employees required to have commercial motor vehicle driving license with the manual and regulations pertaining to that license.

In the event a current employee is unable to pass the commercial motor vehicle drivers license exam(s) within six (6) months, the Employer will make a good faith effort to place the employee in another position for which the employee is qualified. If that position is at a pay level less than the employee is presently receiving, the employee's pay rate will be red-circled. Any fee for the commercial motor vehicle driver's license which is in excess of that now being paid by an employee for a regular and/or chauffeur license shall be borne by the Employer. Employees shall be allowed time off without loss of pay to take the initial written and/or driving skills test.

Employees who are unable to pass the written test will be allowed to attend, without loss of pay, training designed to assist the employee in passing the written test. If such training is not provided by the Employer, the employee will be allowed to attend one (1) such Employer-approved training program without loss of pay. The employee will be reimbursed for program costs upon passing the written test.

SECTION 10: Training

11/10/1 In-Service-Training. When an employee's attendance at job related educational activities is directed by the Employer, such attendance, including travel time, will be without loss of pay and at the Employer's expense. Job related educational activities are those activities which aid the employee to acquire, improve or update a skill which is needed in her/his current position and necessary to acceptable job performance.

SECTION 11: Meetings

11/11/1 When requested, the Employer will make a reasonable effort to grant two (2) days each fiscal year at the Employer's discretion to attend meetings, conventions, certification exams, institute seminars or workshops related to the advancement of the employee's job or career development. Such time off may be without loss of pay as determined by the Employer. In making such determination, the Employer shall take into consideration the type of function attended and the purpose of attendance. Travel expenses may also be paid to the employee at the discretion of the Employer. When such absences are approved by the Employer without pay, the time off may be charged to leave of absence without pay, vacation credits, or holiday credits as the employee may elect.

11/11/2 Educational Leaves of Absence. Employees covered by this Agreement shall be granted a full-time educational leave of absence without pay for a specific period of time up to one year. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Such employee may return early from such a leave upon approval by the Employer. The Employer may grant a leave of absence in accordance with 13/8/1.

11/11/3 The Employer shall grant the employee's request for an educational leave of absence. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

- A. Operational needs of a department.
- B. Number of employees availing or scheduled to avail themselves of educational leaves.
- C. Availability of qualified replacements.
- D. Adequate advanced notice from the employee.

11/11/4 The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

11/11/5 The Employer may grant time off without pay for a specific period of time for educational purposes in the state higher educational system, state private accredited higher educational system, or area technical college system. If the time off is approved, the employee will notify his/her supervisor in advance of course registration in order to arrange for scheduling of hours to meet operational needs. This provision may also be applied for part-time educational leaves of absence.

SECTION 12: Job or Career-Related Education

11/12/1 Tuition Reimbursement

- A. The Employer will reimburse tuition and fees incurred by employees who are admitted in an educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System, for post-secondary educational courses up to but not exceeding fifteen (15) semester hours not to exceed twelve (12) semester hours per semester during each year of this Agreement.
- B. Reimbursement of tuition costs and fees, shall not exceed one hundred percent (100%) of University of Wisconsin – Madison in state tuition rates. Reimbursement shall be offset by grant or scholarship monies received by the employee which are specifically designated for tuition. Reimbursement shall be made upon successful completion of approved courses provided the employee is still employed at that time.
- C. Reimbursement will be prorated for FTE status, however, employees with at least .8 FTE status will receive 100% reimbursement.
- D. Prior to commencement of any job or career related courses, the employee shall seek and receive advance authorization from his/her supervisor for enrollment in career related courses. After such written approval has been received, such approval will not be rescinded except for unanticipated emergencies.
- E. Employees shall be granted time off without pay, including a reasonable amount of travel time to attend approved courses.

- F. All courses for which reimbursement is requested by the employee under the provisions of this article shall be either job or career related.
1. Job related courses are those that have a clear connection to the employee's current position.
 2. Career related courses are those that have a clear connection to the knowledge, skills and abilities required for progression to other job classifications within UWHC. Further, career-related training and educational activities must be related to and/or be a requirement for a degree program, which the employee is actively enrolled in, and the employee must provide proof of enrollment at the time he/she applies for tuition reimbursement.
 3. Management reserves the right to deny any tuition reimbursement for classes that the employee has had to re-take, such as where the employee failed to complete a degree program in a required period of time.
- G. For purposes of operational needs and program continuity, management reserves the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time. This subsection shall not be unreasonably applied.
- H. Employees will be limited to one Bachelor's, Master's, and advanced degree.
- I. Employees must be in good standing in work-related duties to qualify for this benefit.
- J. The provisions of this article represent the minimum standards for tuition reimbursement. At the Employer's discretion, the Employer may choose to exceed these standards.

11/12/2 Clinical Certification

Clinical certification reimbursement is intended to encourage educational development resulting in the enhancement of job performance and career development within UWHC. It provides for the uniform implementation and timely processing of applications and reimbursement. Clinical certification reimbursement may be authorized when it meets the following conditions:

- A. When funds are available and operational needs do not restrict participation, clinical certification reimbursement will be approved if the proposed clinical certification is related to the employee's present position.
- B. Employee Eligibility Criteria:
 - 1. Must be hired into a position of .5 FTE or greater. Temporary, per diem and project appointment staff are not eligible.
 - 2. Must have completed six months of successful work in a UWHC position represented by this bargaining unit.
 - 3. Must be in good standing in work-related duties.
 - 4. The clinical certification desired must be directly related to the employee's current position and present assignment. UWHC will only pay for one certification in a specialty area in which the employee is working.
 - 5. The clinical certification must be from an appropriate nationally recognized professional organization. Appropriate certifications for reimbursement shall be determined by management. The parties may discuss inclusion of certifications for reimbursement at labor/management meetings. Departments shall publish the list of national certifications they recognize.
 - 6. Employee must meet all eligibility requirements of the national certifying body.
 - 7. Employee must successfully pass the certification exam to be considered for reimbursement.
- C. Reimbursement rates vary according to the clinical certification obtained. Employees are eligible for reimbursement at the professional organization's "member" rate. Reimbursement will be provided for both initial certification and re-certification (usually renewable every 3-5 years). Note: UWHC does not pay to join the professional organization or for late fees.)
- D. Reimbursement is funded through the employee's departmental budget.
- E. Per IRS guidelines, employees may be subject to federal and/or state income tax withholding on approved reimbursements.
- F. If a reimbursement request is denied one year due to lack of funds, the employee may apply the next year for retroactive reimbursement, and the employee would receive his or her reimbursement ahead of other employees.

11/12/3 Bonus for Clinical Certification

To further demonstrate the Employer's commitment to its employees' educational and professional development, the Employer will pay \$300.00 at the beginning of each fiscal year as an annual bonus to employees maintaining certification(s) from a nationally recognized professional organization as identified above, with a limited to one bonus payment per employee per fiscal year.

11/12/4 Required Training. The Employer agrees to allow time off, without loss of pay, for continuing education to meet and maintain licensure for Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA). Time for such certification will be without loss of pay for each year of the contract.

11/12/5 The provisions of this section represent the minimum standards for in-service training, meetings, educational leaves of absence and career related education as provided in said section. The Employer may choose to exceed these standards. This is an appropriate subject of discussion for Union-Management meetings. The Employer will consider implementing programs which exceed the standards based on these decisions.

SECTION 13: Personnel Files

11/13/1 An employee shall, upon written request to the Employer, within a reasonable time, have an opportunity to review his/her personnel file(s) in the presence of a designated management representative during the employee's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employee when reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated grievance representative or an AFSCME Council 24 field representative to review the employee's personnel file(s) on the employee's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the Employer within a reasonable time prior to the review of the file(s). However, neither employees nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

11/13/2 A copy of any material placed in an employee's file(s) which may affect his/her present job performance evaluation shall be immediately presented to the employee involved.

11/13/3 All work rule violations which did not involve criminal violations will be immediately removed from the employee's official personnel file(s) as stated in 11/6/3 (work rules). When these work rule violations are removed from a personnel file at the request of the employee said material will be given or sent to the employee. When the employee's work location is different than the location of the personnel file the request for removal shall be in writing.

SECTION 14: Contracting Out

11/14/1 When a decision is made by the Employer to contract or subcontract work normally performed by employees, the Employer agrees to a notification and discussion with the local Union at the time of the Request for Purchase Authority (RPA) but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees if it would cause the

separation from employment of WSEU represented employees within the department 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 employees, services for which no positions are authorized or services which the Employer has historically provided through contract (including, but not limited to, group home services, child caring institutions, and services under s.46.036, Stats.) If an employee is involuntarily transferred or reassigned as a result of subcontracting, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay.

SECTION 15: Liability Protection

11/15/1 The employees of these bargaining units are covered by the provisions of Wis. Statutes s. 895.46.

SECTION 16: P.E.O.P.L.E. Deductions

11/16/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union the Employer will deduct from the pay to such employees those P.E.O.P.L.E. contributions authorized by the employee.

11/16/2 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

11/16/3 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 17: Parking

11/17/1 Free parking shall be allowed at the U.W. Hospital visitors parking lot for U.W. Hospital Operating Room Scrub Assistants who are called for emergency situations.

SECTION 18: Affirmative Action

11/18/1 The Union recognizes that the Employer is actively engaged in an affirmative action program, fully supports the concepts of such a program and will assist in any way possible in the meeting of the objectives of such a program in order to promote and encourage the full utilization of human resources. At the written request of the local Union, the appointing authority or his/her designee shall furnish a copy of the agency or department affirmative action plan, performance report, or relevant and readily available

affirmative action information, the release of which is not prohibited by state or federal law, within five (5) working days, if possible, to the local Union. In those departments which have or create affirmative action committees, such information shall be a topic for discussion. In those departments which do not have or create an affirmative action committee, such information shall be a topic of Union-Management meetings.

11/18/2 In those departments which have or create affirmative action committees, the WSEU shall appoint two (2) employees of the department to each of the committees to represent all WSEU bargaining units without loss of pay. One additional person without loss of pay may be added to the committee by mutual consent.

SECTION 19: Blood Donations

11/19/1 The Employer agrees to continue the current practices on the release of employees for blood donation provided there is the continued availability of blood donation equipment. In those instances where on-site blood donation equipment is not available any arrangements for donating blood may be discussed at local Union-Management Meetings. Employees who donate blood shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

11/19/2 Employees who donate blood for the purpose of Pharisees donations will be released from work and continued in pay status during their scheduled hours of work for the time needed to make said donation.

SECTION 20: Employing Unit Designations

11/20/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable.

SECTION 21: Employee Assistance

11/21/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known by the Employer and/or the Union.

Employees will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services. If an employee feels he/she is in need of immediate employee assistance, the employee will be permitted to contact an EAP resource by telephone for the purpose of immediate consultation and assistance.

The Employer will include information on employee assistance programs as part of its orientation program for employees. Annually, each department shall provide its employees with a listing of resources.

11/21/2 Where the Employer becomes aware that an employee has personal problems adversely affecting his/her work performance and/or attendance the Employer will notify the Union at the employee's request and consent. To the extent possible, the parties will attempt to resolve the problems with the employee.

11/21/3 Such notification and subsequent involvement, if any, of the parties to this Agreement will in no way detract, alter, or modify the rights and obligations of the parties recognized in other provisions of this Agreement. Employee participation in the Employee Assistance Programs will not be the basis for discipline. An employee, however, will not be immune from discipline for work rule violations while participating in such programs.

SECTION 22: Child Care

11/22/1 Upon request of the local Union, the Employer will make available to employees, information and material related to child care and family issues. This information will be placed in a centralized, clearly designated area.

11/22/2 During the term of this contract, the parties shall have a standing committee to discuss and possible implement participation in a joint childcare effort.

Issues to be reviewed will be:

1. Access,
2. Governance, and
3. Finance.

Disputes that arise under the above shall not be subject to the grievance procedure.

Committee will consist of three members from each party, and shall meet no later than thirty (30) days after the effective date of the contract. Union members shall be in pay status.

SECTION 23: Whistle-blower

11/23/1 The Employer agrees to abide by the provisions of Subchapter III of Chapter 230 regarding employee protection on disclosure of information, commonly known as the "whistle-blower" law.

SECTION 24: Committees

11/24/1 Quality Committees: Where the Employer creates or has created one or more quality committees, the members of such committees shall be appointed and serve at the discretion of the Employer, except that one member of each such committee shall be a represented employee designated by the Union from the affected work area(s) and shall serve without loss of pay. Such committee(s) are those which meet on a regular basis for the purpose of identifying, analyzing, and recommending solutions to employee/Employer concerns about the work product of the affected work area. Topics of discussion in quality committees as identified in this paragraph do not include discussion topics mandated under this Master Agreement or Ch. 111.80, Wis. Stats.

Where the Employer creates other committee(s) that meet on a regular basis, with represented employees on it, and the subject of the committee(s) has a direct affect on WSEU employees, the members of such committee(s) shall be appointed and serve at the discretion of the Employer, except that one (1) member shall be designated by the local Union, and serve without loss of pay. Topics of discussion in these committee(s) will not include topics mandated under this Master Agreement, or Chapter 111.80, Wis. Stats., but may include identifying, analyzing and recommending changes or solutions to employee/Employer concerns about the work product or the affected work area.

SECTION 25: Arrest/Conviction Record

11/25/1 The pre-employment arrest/conviction record of a current bargaining unit employee with permanent status shall not be used by the Employer as a basis for removing the employee from his/her existing position or disallowing movement to another position unless the Employer can demonstrate that the employee falsified or withheld information or there is a substantial relationship between the arrest/conviction and the circumstances of the employee's existing position or the position to which the employee requests to move that is detrimental to the Employer.

SECTION 26: Nurse Aide Registration

11/26/1 Where nurse aide registration is required, the Employer will recognize employees as eligible to perform the duties of an aide who have been grand-fathered or have completed a program that has been deemed by the Division of Health.

11/26/2 Where registration is required, and the Employers training program is not deemed by the Division of Health, employees who are not placed on the registry will be afforded the opportunity to receive training to qualify for placement on the registry. If such training is not provided by the Employer, employees will be reimbursed after satisfactory completion for appropriate training from accredited sources.

11/26/3 In the event an employee is unable to initially qualify for the registry, the Employer will make an effort to place the employee in a position for which the employee is qualified. If that position is at a pay level less than the employee is presently receiving, the employee's pay rate will be red-circled.

11/26/4 Fees connected with placement on the registry will be paid by the Employer.

**ARTICLE XII
WAGES**

SECTION 1: Wage Adjustments

The Employer agrees to provide employees covered by this Agreement the wage adjustments as set forth below:

12/1/1 First Year

- a. Employees in pay status or on an approved leave of absence on January 9, 2005, will receive wage adjustments, retroactive to June 27, 2004, as modified below and in the following order:
 - i. Employees in all classifications, will receive an Across the Board (ATB) increase of four percent (4%).
 - ii. Some employees will be assigned to new classifications as listed in Appendix 6. Employees moving to a higher pay grade will receive a four percent (4%) wage adjustment or movement to the new FY 2004-05 minimum, whichever is greater. Employees remaining in the same pay grade receive no adjustment.
 - iii. Employees with titles listed in Appendix 7 will receive a market equity adjustment as identified in Appendix 7.
 - iv. Employees with titles listed in Appendix 8 will receive a pay range reassignment. Employees in these titles will receive a four percent (4%) pay adjustment or movement to the new FY 2004-05 minimum, whichever is greater except :
 - 1. Radiation Dosimetrist's pay range reassignment is retroactive to February 22, 2004.
 - 2. Dental Hygienists will receive a ten percent (10%) adjustment or the range minimum, whichever is greater.
 - 3. Imaging Specialists-Angio-Associate will receive a six point five percent (6.5%) adjustment or the range minimum, whichever is greater.
 - v. Employees in all titles, will receive a retention adjustment as described in Pay Schedule A.
 - vi. Employees not at their HAM point, will receive a pay adjustment according to the new FY 2004-05 HAM points as described in Pay Schedule C for classifications listed in Appendix 9, and is limited as shown in the following table:

Class Level	HAM Increase Limits	
		HAM Increase Limit
Associate	0.0%	
Objective or single level		3.0%
Senior	3.0%	
Based on Professional Experience as of July 1, 2004		

- b. Eligible employees will receive a \$0.15/hour wage increase, retroactive to December 26, 2004.
 - i. To be eligible, existing employees must be in a classification listed in Appendix 10 on December 26, 2004.

12/1/2 Second Year

- a. Employees in pay status or on an approved leave of absence on June 26, 2005, will receive wage adjustments in the following order:
 - i. Employees in all classifications, will receive an Across the Board (ATB) increase of four percent (4%).
 - ii. Employees in classifications listed in Appendix 7 will receive a market equity adjustment as described in Appendix 7.
 - iii. Effective June 26, 2005, employees will be placed in new pay ranges and HAM point schedules, as specified in Pay Schedules B and D.

12/1/3 Third Year

- a. Employees in pay status or on an approved leave of absence on June 25, 2006, will receive wage adjustments in the following order:
 - i. Employees in all classifications, will receive an Across the Board (ATB) increase of four point two percent (4.2%).
 - ii. Employees in all classifications, will receive a Retention Stratification Adjustment described in Pay Schedule A.

12/1/4 Fourth Year and a half

Employees in all classifications, in pay status or on an approved leave of absence on June 24, 2007, will receive an Across the Board (ATB) increase of four point seven five percent (4.75%).

SECTION 2: Recruitment Rates

12/2/1 Hiring Above the Minimum

A. Notification of the Union

In the event the Employer determines that Hiring Above the Minimum (HAM) is necessary for recruitment, the Employer will notify the Union at least fourteen (14) calendar days prior to a proposed HAM implementation. The parties will meet as soon

as possible after notification with the Union to reach mutual agreement regarding the proposed HAM implementation.

B. Notification of current employees

Upon the parties' agreement to implement HAM all current employees in the same classifications as the new employees will be notified of the HAM. They will be given the opportunity to verify their number of year's experience in the same classification at the UWHC or performing the same function with other Employers. Employees with the same or greater number of years experience as those newly hired employees under HAM who are earning less than those new employees will receive a pay increase up to the HAM rate of a new employee with the same experience.

C. The following formula will be used to determine the appropriate hiring rate.

YEARS OF EXPERIENCE	HIRING RATE
0 to < 6 mths	Minimum
6 mths to < 1 yr	2% above minimum
1 yr to < 3 yrs	3% above minimum
3 yrs to < 5 yrs	6% above minimum
5 yrs to < 7 yrs	10% above minimum
7 yrs to < 9 yrs	14% above minimum
9 yrs to < 11yrs	18% above minimum
11 yrs and >	22% above minimum

SECTION 3: Pay Period

12/3/1 Each employee covered by this Agreement shall be paid on a biweekly basis.

SECTION 4: Shift Differential

12/4/1 Administrative Support (AS), Blue Collar (BC) The Employer agrees to pay a shift differential of \$1.00 per hour for all hours worked between the hours of 6:00 p.m. and 6:00 am.

12/4/2 Technical (T) The Employer agrees to pay a shift differential of \$2.00 per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

12/4/3 AS, BC The Employer agrees to pay a weekend differential of \$1.00 per hour for all hours worked between the hours of 12:01 a.m. on Saturday and 12:00 midnight on Sunday.

12/4/4 T The Employer agrees to pay a weekend differential of \$2.00 per hour for all hours worked between the hours of 12:01 a.m. on Saturday and 12:00 midnight on Sunday.

12/4/5 Responsibility Pay Differential

At management's discretion, for the length of the contract, responsibility duties may be applied on a shift-by-shift basis to one shift member in the absence of a lead worker or designated management supervisor. The person receiving these duties will be entitled to responsibility pay and will receive additional pay at the rate of \$1.00 per hour. The utilization of this differential will not be grievable, but utilization may be discussed at Labor Management meetings. Departments will present their criteria for using this differential at Labor Management before implementation.

12/4/6 Critical Retention Differential

The Employer agrees to pay a critical retention differential for the length of the contract of \$.50 per hour to the following titles in Radiology, Surgical Services, and Respiratory Therapy: All Radiology Imaging Specialists, UWHC Ultrasonographers, Surgical Technicians, and Respiratory Therapists when working in inpatient settings.

12/4/7 Employees classified as Custodians will receive \$.10 per hour as a special hospital pay add for all hours in pay status.

SECTION 5: Administrative Date For Pay Adjustments

12/5/1 The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered under this Agreement at the beginning of the pay period falling closest to the statutory or administrative date of said adjustments.

12/5/2 Any pay adjustment transactions taken under the provisions of the Agreement shall be implemented in accordance with the present provisions of ER 29.04, Wis. Admin. Code.

SECTION 6: Periodic Classification/Pay Range Assignment/Market Equity Meetings

12/6/1 A. The parties agree to meet quarterly during the life of this Agreement, or as

may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges and to discuss market equity concerns for specific titles.

- B. The parties may also agree to discuss other issues relating to the classification system such as the need for classification and/or pay surveys.
- C. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments or reassignments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments.
- D. The Union will not be precluded from bargaining on these assignments/reassignments or assignment/reassignment of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations.
- E. In the event the parties agree that market equity concerns warrant market equity adjustments rather than pay range assignments as described in section C, then parties may agree to implement market equity adjustments for specific titles. At a minimum, these equity adjustments shall be 2% or greater, as bargained by the parties.
- F. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

12/6/2 Absent mutual agreement as provided under 12/6/1 above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

12/6/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

SECTION 7: Week-ender Program

12/7/1

- A. The Employer may establish a Weekend program designed to recruit and retain qualified personnel. The Employer, at its sole discretion, may expand, suspend or eliminate the Weekend program.

- B. The Employer will give the Union thirty (30) days notice of any decision to establish, expand, suspend or eliminate the Weekend program.
- C. Positions will be allocated to the Weekend program and will be subtitled Weekend positions. Weekend positions will be considered the same classification for the purposes of seniority, transfer and layoff.
- D. The Department will designate a fixed number of weekend shifts, by work area, to be allocated as Weekend shifts. Such shifts may be scheduled in blocks of hours not to exceed twelve (12) hours, plus a scheduled meal period.
- E. All Weekend shifts must be scheduled between the core hours of 3:00 pm Friday and 7:30 am Monday.
- F. Designated Weekend positions will be filled in accordance with the procedures established in Article 7 of this agreement.
- G. Weekend positions will be scheduled to work every weekend. However, each Department has the discretion to allow up to 4 weekends off per year.
- H. Weekend positions will be scheduled to work holidays which fall on their regularly scheduled work days. Weekend positions will receive holiday premium pay in accordance with Article 13, Section 9/5.
- I. Weekend positions will receive a weekend add-on of \$5.00 per hour for all hours worked within the core hours, prior to June 26, 2005.
- J. Effective June 26, 2005, weekend positions will receive a weekend add-on of \$7.00 per hour for all hours worked within the core hours.
- K. Weekend positions will not be eligible for benefits under Article 12, Section 4 /4 and 4/5 (Weekend Differential) and Article 13, Sections 9/1, 9/2, 9/3, and 9/4 (Holidays).
- L. Premium pay for holiday and overtime hours worked will be computed at one and one half the employee's base rate of pay. Weekend positions receiving premium pay will also earn the weekend add-on in accordance with subsection 9 above.

**ARTICLE XIII
EMPLOYEE BENEFITS**

SECTION 1: Health Insurance

13/1/1 The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on September 5, 1985, are comparable in benefit levels and shall be considered as examples of comparability.

13/1/2 The Employer agrees to pay 90% of the gross premium for the single or family standard health insurance plan offered to State employees by the Group Insurance Board or 105% of the gross premium of the alternative qualifying plan offered under s. 40.03(6) that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan shall be based on their county of residence. Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board. This provision expires December 31, 2004.

13/1/3 Effective January 1, 2005, for employees appointed to work one thousand and forty-four (1044) hours or more per year, the employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying insurance plan has been assigned. Employee contributions under this three-tier model are as follows:

Effective January 1, 2005

Single Coverage

Family Coverage

Tier 1	\$0.00	\$37.50
Tier 2	\$25.00	
Tier 3	\$100.00	
	\$75.00	\$225.00

- A. The Employer and Employee contribution may change in future calendar years when the State of Wisconsin Group Insurance Board determines rates for those calendar years. All costs over and above the employee contributions listed above will be paid by the Employer.
- B. In the event the State of Wisconsin substantially changes the Tier Structure described above, and employees who currently enjoy Tier 1 status no longer have

comparable Tier 1 plans available to them, the Employer agrees to meet with the Union to bargain the impact of such changes with the Union.

C. Qualifying health insurance plans, and the tier to which each plan is assigned shall be as determined by the State of Wisconsin Group Insurance Board.

D. The Employer agrees to pay 50% of the above listed contribution amounts for insured employees in permanent part time positions or project positions defined under s. 230.27, who are appointed to work for at least 600 but less than 1044 hours per year.

13/1/4 The Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

13/1/5 The Employer agrees that in the event it reaches any agreement with other represented employees or non-represented employees, which provides for lower employee paid premiums, the Employer agrees it will immediately re-bargain this provision of the contract.

SECTION 2: Life Insurance

13/2/1 The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin Group Insurance Board.

13/2/2 The Employer agrees to continue in effect the present administration of the group life insurance plan provided under the provisions of Chapter 40, Wis. Stats., the master contract between the insurance carrier and the Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

13/2/3 The Employer agrees to pay the difference between the employee contribution and total premium.

SECTION 3: Dental Insurance

13/3/1 Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

13/3/2 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.

13/3/3 Notwithstanding the foregoing provision of this section, it is neither the intent nor purpose of this section that the Employer is offering, providing or making available dental insurance coverage to employees nor does the Employer assume or accept responsibility or liability for the administration, coverage or conduct of such a program.

SECTION 4: Income Continuation Insurance

13/4/1 The Employer agrees to continue in effect the income continuation program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the Group Insurance Board.

SECTION 5: Sick Leave

13/5/1 The Employer agrees to provide a sick leave plan as follows:

- A. Employees shall earn sick leave at the rate of .05 of an hour in pay status in a biweekly period to a maximum of four (4) hours for each full biweekly pay period of service.
- B. Employees shall earn sick leave at the rate of .05 of an hour for each hour in excess of 80 hours in a biweekly pay period to a maximum of .8 hour for 96 hours work in a pay period.
- C. Employees who regularly work 9.6 hours per day and 48 hours per week shall be paid 9.6 hours of pay for each 9.6 hours of sick leave taken.
- D. Sick leave shall not accrue during any period of absence without pay except for leaves authorized by management for Union activities, or for any hours in excess of 96 hours per biweekly period of service. Approved leaves of absence without pay totaling four (4) hours or less in a biweekly pay period will be disregarded for administrative purposes.
- E. Unused sick leave shall accumulate from year to year in the employee's sick leave account.

USE OF SICK LEAVE

13/5/2 The Employer agrees to provide the following:

Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease:

- A. which require the employee's confinement; or
- B. which render the employee unable to perform assigned duties; or

- C. where performance of assigned duties would jeopardize the employee's health or recovery.

In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Article. When an employee has been identified as a sick leave abuser by the Employer and required to obtain a medical doctor's statement for sick leave use, the notice of such requirement will be given to the employee and the local Union in writing. If the medical certificate verifies that the employee was not abusing sick leave or is physically fit to report to work, the Employer shall pay the cost of the medical certificate. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use holidays, compensatory time off and/or annual leave in lieu of sick leave when they so request.

13/5/3 Review Program for Unanticipated Use of Sick Leave

In those employing units which have established a sick leave review program, or in those employing units which establish such programs at a future date, such programs will be used to address the unanticipated use of sick leave.

For purposes of these programs, unanticipated use of sick leave is defined as:

“An employee or family member who calls the employee's place of employment per the established call-in procedure indicating he/she is not able to report to or continue to work for that day under the guidelines of Article XIII, Section 5.”

If an employee provides the Employer a medical certificate or other appropriate verification for absences covered by this article, that instance (and/or hours) shall not be considered unanticipated use of sick leave.

The following criteria must be included in such programs for unanticipated use of sick leave:

- A. A written policy.
- B. A thirty (30) day advance written notice to the local Union(s) and to all current employees and a copy to all new employees at the time of hire.
- C. Where such policies are established, they shall be uniform within the UWHC.

- D. Any such programs established will include discussion with and input from the local Union(s) prior to implementation or making changes in existing programs.
- E. Sick leave and unanticipated use of sick leave will be a topic of discussion at labor/management meetings.
- F. All other provisions of this section shall apply.

13/5/4 Employees may use accrued sick leave for personal medical or dental appointments for themselves or dependent children living in the household of the employee which cannot be scheduled at times other than during working hours.

13/5/5 A. Employees may use accrued sick leave for medical or dental appointments for themselves, their spouses, and dependents living in the household of the employee which cannot be scheduled at times other than during working hours (Dependents are defined as dependents eligible for IRS purposes). To qualify for use of sick leave under this subsection, employees must give the Employer three (3) workdays advance notice of appointments except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

B. Employees may use up to three (3) days of benefit time, including sick leave, for immediate family who have been mobilized for active military duty. Immediate family is defined as the spouse, parents, step parents, grandparents, foster parents, children, step children, foster children, brothers, sisters of the employee or other relatives of the employee residing in the household of the employee. Requests for additional time off up to two weeks (using benefit time or taken as unpaid leave) will not be unreasonably denied. Should a request for additional time off be denied, an employee may appeal the denial to Step 2 of the Grievance Procedure, and that appeal shall be heard within twenty-four hours.

13/5/6 Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, the spouse, aunts and uncles of the employee or spouse, sons-in-law or daughters-in-law of the employee or spouse, person(s) for whom the employee is legal guardian or legal guardian(s) of the employee. Employees may use accrued sick leave for temporary emergency care of other ill, injured or disabled relatives of the employee or spouse residing in the household of the employee for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained from management.

13/5/7 Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of his/her regular base rate. The procedures necessary for the administration of this section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

13/5/8 Employees may use accrued sick leave to care for adopted children. Use of sick leave for this purpose may not exceed five (5) workdays during the seven (7) calendar days immediately after taking custody of the child or children.

13/5/9 The Employer agrees to credit unused sick leave accumulated prior to the effective date of this Agreement to the account of the employees covered under this Agreement.

13/5/10 The Employer agrees to continue in effect the provisions of subsection 230.35(2) and 40.05(4)(b) of the Wisconsin Statutes, which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse, child(ren), or other dependents to offset the cost of the monthly health insurance premiums as provided under the provisions of 40.05(4)(b), Wis. Stats.

Supplemental Health Insurance Conversion

13/5/11 The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire from the service under the following conditions:

- A. The credits shall be based upon an employee's full number of years of adjusted continuous service on the date of retirement.
- B. The credits shall be calculated based on the employee's sick leave balance on the date of retirement.

For employees who retire with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of fifty two (52) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over 24 years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour

of accumulated sick leave up to a maximum of seventy eight (78) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over 24 years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

Employees who have earned part of their adjusted continuous service while in protective occupation status shall have their credits prorated in accordance with these provisions:

- C. If at the time of retirement, the employee has adjusted continuous service of less than 25 years, multiply the number of years as general by 52 hours. Multiply the number of years as protective by 78 hours. Combine these totals to determine the maximum matching credits.
- D. If at the time of retirement, the employee has adjusted continuous service of over 24 years, determine the proration based on the first 24 years of service and then add 104 hours for each year of adjusted continuous service over 24 years.

Employees who suffer from a personal illness or injury that requires them to use at least 500 hours of accrued sick leave during the three (3) years immediately prior to retirement shall receive 500 hours credited to this account upon retirement.

Employees shall be required to provide medical documentation of such illness or injury to the Employer on forms provided by the Employer at the time the leave is taken. Employees who have suffered such an illness or injury during the three (3) years immediately preceding the effective date of this contract shall also be required to provide supporting medical documentation.

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted. In the event an employee returns to a position covered by this agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of continuous service and sick leave accrual.

At the employee's option, these credits shall be converted using the employee's base pay rate at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years.

For informational purposes, a chart portraying this benefit is found in Appendix 5.

13/5/12 The employee may elect to delay conversion of his/her sick leave credits for a period of up to ten (10) years after the date of retirement provided that the employee is

covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's hourly wage rate at the time of retirement.

13/5/13 Separation from the Employer shall cancel all unused accumulated sick leave. However, when a person who is an employee with permanent status in class resigns, any unused accumulated sick leave shall be restored provided he/she is re-employed within five (5) years. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored provided he/she is re-employed within five (5) years.

13/5/14 An employee who qualifies for benefits under s. 40.65, Wis. Stats., shall be considered an eligible employee under s. 40.02(25)(b) for purposes of group health insurance coverage.

Under this Agreement, an employee who is eligible for benefits under s. 40.65 or s. 40.63, Wis. Stats., as a result of a work-related injury or disease shall be eligible to convert accumulated unused sick leave at the employee's then current basic rate to credit for payment for health insurance premiums.

Conversion of accumulated unused sick leave credits for payment of health insurance premiums by employees who qualify for benefits under s. 40.65 or s. 40.63, Wis. Stats., shall not be treated as earnings under s. 40.02(22), Wis. Stats.

13/5/15 Bereavement Time Off

A. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, the spouse, spouse equivalent, aunts and uncles of the employee or spouse, sons-in-law or daughters-in-law of the employee or spouse, person(s) for whom the employee is legal guardian, legal guardian(s) of the employee, or other relatives of the employee or spouse residing in the household of the employee.

B. Use of accrued sick leave shall normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes.

C. Use of sick leave for death in the immediate family for the purposes of this section is limited to a total of three (3) workdays, plus required travel time not to exceed four (4) workdays.

- D. At the Employer's discretion, employees may be allowed to use up to eight (8) hours sick leave for the death of a resident or client for whom the employee provided daily personal care.
- E. At the employee's request, other paid leave time may be used in lieu of sick leave in accordance with 13/5/2A.

13/5/16 Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, cousins, god children or god parents of the employee or spouse. Travel time to attend such funerals shall not exceed four (4) workdays.

13/5/17 On a case by case basis, employees may request additional other paid or unpaid leave which may be granted at the discretion of the appointing authority.

SECTION 6: Paid Annual Leave of Absence (Vacation)

13/6/1 The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

13/6/2 Employees shall begin earning annual leave on their first day in pay status. After completion of the first six months in a permanent position pursuant to s. 230.28(1), Wis. Stats., or as a trainee unless covered under Wis. Adm. Code, (Rules of the Administrator, Division of Merit Recruitment and Selection), employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

- A. Regular Employees - Annual leave shall be based upon seniority date at the rate of:
 - 1. 80 hours (10 days) each year for a full year of service during the first five (5) years of service.
 - 2. 120 hours (15 days) each year for a full year of service during the next five (5) years of service.
 - 3. 136 hours (17 days) each year for a full year of service during the next five (5) years of service.
 - 4. 160 hours (20 days) each year for a full year of service during the next five (5) years of service.
 - 5. 176 hours (22 days) each year for a full year of service during the next five (5) years of service.
 - 6. 200 hours (25 days) each year for a full year of service during all succeeding years of service.

Employees who regularly work 9.6 hours per day and 48 hours per week shall receive 9.6 hours of pay for each day of vacation taken and 48 hours of pay for each week of vacation taken.

- B. Permanent Part-Time Employees - Employees who are regularly employed for 20 or more hours but less than 40 hours per week on a continuing basis shall be granted prorated leave consistent with item A, Regular Employees.

13/6/3 Annual leave shall be computed as follows:

- A. Annual leave credits in any given year shall not be earned for any period of absence without pay.
- B. Subject to the annual leave schedule in effect under item A, Regular Employees, annual leave for covered employees shall be prorated during the first year of employment at the rate of 80 hours; during the sixth year of employment at the rate of 80 or 120 hours respectively; during the eleventh year of employment at the rate of 120 or 136 hours respectively; during the sixteenth year of employment at the rate of 136 or 160 hours respectively; during the twenty-first year of employment at the rate of 160 or 176 hours respectively; during the twenty-sixth year of employment at the rate of 176 or 200 hours respectively.
- C. Upon termination of employment, annual leave shall be prorated.

13/6/4 Employees eligible for at least 160 hours annual leave each year may, at their option, elect to receive 40 hours or prorated portion thereof of such benefit under one of the following options each year:

- A. Annual leave during the year earned,
- B. As credit for termination leave or as accumulated sabbatical leave.

13/6/5 As of July 1, 1992, employees that earn less than 160 hours annual leave each year and who have accumulated a minimum of 520 hours of sick leave may, at the employee's option, elect to receive forty (40) hours or portion thereof of annual leave under one of the following options each year:

- A. Annual leave during the year earned;
- B. As credit for termination leave or as accumulated sabbatical leave.

Those employees who have accumulated the 520 hours of sick leave on July 1, 1992, and those employees who accumulate such hours of sick leave after that date, will be permanently eligible for this benefit.

13/6/6 Employees shall be allowed to use their earned vacation from their last year of service prior to retirement or their accumulated sabbatical leave time, or both, for a payment of medical insurance premiums at the group rate for post retirement periods as under s. 40.05(4)(b), Wis. Stats.

13/6/7 Employees eligible for 200 hours annual leave each year may, at their option, elect to receive 80 hours or prorated portion thereof of such benefit under the following options each year:

- A. Not to exceed 40 hours in cash during the year earned.
- B. Annual leave during the year earned.
- C. As credit for termination leave or as accumulated sabbatical leave.

13/6/8

A. In scheduling vacation (annual leave) or compensatory time off due to working on a holiday, choice of time and amounts shall be governed by seniority as defined in Article V. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employee's vacation period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

- B. Current departmental scheduling practices for the purposes of 13/6/8 above will continue for the life of this agreement, unless the parties agree upon changes to such practices.
- C. The Employer or the Union shall present any proposed changes to the departmental scheduling practices at Labor Management meetings at least 60 days in advance of any anticipated changes.
- D. Local 1942 shall designate two members from the Local and one employee from the effected department, unless mutually agreed to otherwise, to meet with management to discuss any bargainable issues related to the proposed changes. Council 24 may

appoint a representative to these discussions. This group shall meet within two weeks of the notification of the proposed changes.

- E. The parties shall produce a Letter of Understanding describing any mutually agreed upon changes, which impact any bargainable issues.

13/6/9 Employees with less than a full time appointment, who earn additional annual leave as a result of working hours beyond their permanent appointment level, and are unable to schedule the additional time off in the year earned, will be allowed to carry over until May 1 of the ensuing calendar year annual leave hours earned for additional work performed between July 1 and December 31.

13/6/10 All employees may carryover up to forty (40) hours of annual leave until May 1 of the following year at which time up to forty (40) hours will be cashed out. Under the following circumstances, employees may carryover and cash out more than forty (40) hours of unused annual leave:

- A. As a result of the employee being a probationary employee during the year, the employee was unable to schedule annual leave time;
- B. The Employer has canceled the employee's vacation, but only for the hours so canceled;
- C. The employee has transferred onto a unit during the preceding year and as a result, was unable to schedule annual leave time;
- D. There was no annual leave time available for the employee to use his/her hours.
- E. The unavailability or inability to shedule annual leave time under this section means an inability to schedule any annual leave time, not inability to schedule annual leave time of the employee's choosing.

This carryover time cannot be used to add to the amount of the accumulated leave time used during seniority pick selections. This annual leave carryover will be scheduled separately from the seniority vacation picks and shall be approved on a first come first serve basis, with seniority being the deciding factor if two employees request on the same day.

13/6/11 Should an employee become ill or injured immediately before or during a vacation period, he/she may cancel his/her vacation and utilize sick leave under the provisions of Article XIII, Section 5, commencing with the date he/she informs the Employer.

13/6/12 Employees who transfer shall carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected.

13/6/13 The Employer and the Union agree that it is in the mutual interest of the parties to provide for Alternative Disciplinary Programs for penalties imposed due to sick leave abuse and/or attendance related issues.

The parties agree that when a disciplinary suspension is assessed an employee for sick leave abuse and/or attendance reasons, the employee may, at the employee's option, elect to work the days of suspension and waive an equivalent amount of vacation (annual leave), Compensatory Time or Earned Saturday Legal Holiday in lieu of serving the suspension without pay. This option is limited to suspensions of three (3) work days or less and must be selected for the entire period of suspension.

Such disciplinary actions will be considered as a progressive step in the disciplinary process and will be maintained in the employee's Personnel File subject to the provisions of Article XI, Section 13(3). The selection of the Alternative Discipline by an employee does not constitute an admission of wrongdoing. If an employee chooses the option stated above, the right to grieve the disciplinary action under Article IV of the Agreement is waived. Selection of the option stated above will be in writing with a copy provided to the local Union and to the employee.

13/6/14 If previously scheduled annual leave, compensatory time, Saturday legal holidays is canceled or a request for such leave is made and denied within a period of two weeks to twenty-four (24) hours prior to the start of the requested leave, the employee may immediately appeal the denial or cancellation to the appointing authority or appropriate designee(s) for resolution of the disagreement within twenty-four (24) hours. If the appeal is denied it may be grieved beginning at the second step.

13/6/15 Within the basic framework provided above the implementation and application of the provisions of this section and all other aspects of vacation scheduling shall be determined by the local Union and local management within sixty (60) days. Agreements reached under the provisions of this section will be reduced to writing.

SECTION 7: Leave for Promotional Exams

13/7/1 The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to twenty-four (24) hours paid leave time each calendar year for the purpose of competing in examinations which could make the employee eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employee's scheduled work time.

13/7/2 An employee who is regularly scheduled to work the third shift shall be eligible for four (4) hours paid leave time prior to the end of his/her shift for the purpose of competing in no more than two (2) promotional examinations per year when said examinations are scheduled on the day in which the shift ends.

13/7/3 An employee shall not be denied his/her requests for time to participate in examinations each calendar year and interviews in connection with such examinations provided five (5) workdays notice has been given by the employee so that work coverage

will not be interrupted. Such time shall not exceed the number of hours reasonably required to attend such examinations and interviews, including travel time.

SECTION 8: Leaves of Absence Without Pay

13/8/1 Except as provided in parts 13/8/3 and 13/8/4 of this section, employees may be granted leaves without pay at the discretion of the appointing authority for any reason for any period, including but not limited to leaves for exams, interviews, education, dependent care, bereavement and court appearances. A denial shall not be arbitrary or capricious.

13/8/2 The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reason(s) for the denial. Employees who take or are granted leaves of absence shall not be required to use any accumulated vacation, sick leave, compensatory time off, holidays or any other earned time prior to beginning the leave of absence.

13/8/3 Employees who are elected or appointed officials of the Union shall, upon written request of the employee, be granted a leave of absence without pay for the term of office, and not to exceed one (1) year.

13/8/4 Parental Leave Without Pay. Employees shall be granted parental leave without pay for, maternity or paternity, adoption and custody of foster children as follows:

The employee shall submit written notification to his/her immediate supervisor at least four (4) weeks prior to his/her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to, but not exceeding six (6) months. Upon request of the employee and at the discretion of the appointing authority, maternity or paternity leaves of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

13/8/5 In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

13/8/6 Except as provided under Article XIII, Section 5 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

13/8/7 The Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay (including Military Leave under Article XIII, Section 10):

- A. The employee shall have the right to be returned to his/her position or one of like nature.
- B. If the employee's position has been abolished through reorganization of the Employer, the employee shall be given consideration for any other position of similar pay grade and class for which, in the opinion of the Employer, the employee is qualified.

13/8/8 Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification of a medical doctor that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion. Denials of requests of leaves without pay under this section shall not be arbitrary and capricious.

13/8/9 The Employer agrees to abide by Wisconsin Statute 103.10 relating to family and medical leaves.

SECTION 9: Holidays

13/9/1 The Employer agrees to provide the following 9 paid holidays per year:

HOLIDAY	2005	2006	2007
New Year's	January 1	January 1	January 1
Martin Luther King Jr.'s Birthday	January 17	January 16	January 15
Memorial Day	May 30	May 29	May 28
Independence Day	July 4	July 4	July 4
Labor Day	September 5	September 4	September 3
Thanksgiving Day	November 24	November 23	November 22
Christmas Eve	December 24	December 24	December 24
Christmas	December 25	December 25	December 25
New Year's Eve	December 31	December 31	December 31

HOLIDAY	2008	2009
New Year's	January 1	January 1
Martin Luther King Jr.'s Birthday	January 21	January 19
Memorial Day	May 26	
Independence Day	July 4	
Labor Day	September 1	
Thanksgiving Day	November 27	

Christmas Eve	December 24
Christmas	December 25
New Year's Eve	December 31

13/9/2 To qualify for any paid holiday employees must work or be in pay status on the last scheduled workday immediately preceding or the first scheduled workday immediately following the holiday. In the event an employee is on leave of absence at the request of the Employer, the employee must, in order to qualify for the paid holiday, be in pay status on the last scheduled workday immediately preceding or the first scheduled workday following such leave of absence during which the holiday occurs.

13/9/3 Effective January 1, 2005, the Employer agrees to provide four (4) additional prorated, annual leave days (formerly known as personal holidays) each year to all employees. These four (4) annual leave days may be taken at any time during the year including non-Christian holidays provided the days selected by the employee have the prior approval of the appointing authority. Said approval shall be granted if the employee gives the appointing authority or his/her designee fourteen (14) days notice of his/her intent to use these additional annual leave days for religious reasons.

These additional annual leave days will be earned and prorated as all other annual leave days are earned and prorated. Probationary employees may use up to four days of annual leave during their original probationary period.

13/9/4 The Employer agrees to prorate legal holidays and annual leave based upon the hours in pay status up to full time. Effective January 1, 1997, proration of legal holidays for part-time employees shall be as follows:

- A. At the beginning of each calendar year, all part-time employees shall receive credit for all legal holidays prorated on the basis of the percentage of their full time equivalency (FTE) percentage.
- B. Proration based on actual hours in pay status shall be done at least annually. Additional time earned in excess of the FTE credits which are not used in the calendar year earned shall be carried over to the following calendar year. Credits used but not earned in the calendar year shall be deducted from the following year's credits. At the Employer's discretion, proration may occur at the end of an employee's seasonal/school year employment period and any amounts due deducted from the employee's wages. In lieu of the deduction, the employee may elect to refund the Employer.

Employees hired into part-time positions after the start of a calendar year shall be prorated for remaining holidays in that year based on their FTE Part-time employees who become full-time during a calendar year shall be prorated for all

holidays during their part-time employment through the last full week of part-time employment.

- C. Part-time employees shall be eligible for all legal holidays except for those holidays which occur during periods of leave of absence without pay, layoffs or following termination.

However, seasonal and school year employees scheduled off due to seasonal or school year recess periods shall be eligible for holidays occurring during those periods.

- D. When a legal holiday falls on an employee's regularly scheduled work day and the employee is scheduled off, the employee may use accumulated vacation, legal holiday, and/or compensatory time up to the total number of hours the employee would regularly have been scheduled.

13/9/5 The Employer agrees that employees required to work on a holiday provided in 13/9/1 above shall be compensated for such holiday by receiving equivalent compensatory time off at a later date, and if a holiday provided in 13/9/1 above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. In addition, full time employees who are required (forced) to work a minimum of four (4) hours beyond their normally scheduled hours shall receive equivalent compensatory time off at a later date for all such hours worked which exceed their regularly scheduled hours.

13/9/6 When such compensatory time off is to be granted, it shall be taken in accordance with the vacation scheduling provision. The appointing authority may permit such time to be anticipated. Such compensatory time shall lapse if not used in the same calendar year. If such compensatory time off is taken in accordance with the vacation scheduling provisions of Section 6 of this Article, then 13/6/8 is applicable to such scheduled compensatory time off.

13/9/7 Legal Holidays earned for work on December 24, December 25, December 31 of any calendar year shall be allowed to be carried over until May 1 of the following year without supervisor approval. If the Employer does not permit the employee to use this legal holiday time by May 1, the following year, it shall be paid in cash.

13/9/8 Holiday Premium Pay

- A. When an employee is required by the Employer to work the holidays listed below, the Employer agrees to provide holiday premium pay at the rate of time and one-half the employee's regular rate for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. on the following days:

HOLIDAY	2005	2006	2007
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New Year's	January 1	January 1	January 1
Martin Luther King Jr.'s Birthday	January 17	January 16	January 15
Memorial Day	May 30	May 29	May 28
Independence Day	July 4	July 4	July 4
Labor Day	September 5	September 4	September 3
Thanksgiving Day	November 24	November 23	November 22
Christmas Eve	December 24	December 24	December 24
Christmas	December 25	December 25	December 25
New Year's Eve	December 31	December 31	December 31

HOLIDAY

	2008	2009
New Year's	January 1	January 1
Martin Luther King Jr.'s Birthday	January 21	January 19
Memorial Day	May 26	
Independence Day	July 4	
Labor Day	September 1	
Thanksgiving Day	November 27	
Christmas Eve	December 24	
Christmas	December 25	
New Year's Eve	December 31	

- B. When a holiday listed above falls on a Sunday and the holiday is observed on Monday, Sunday will be the designated day for holiday premium pay.
- C. Employees who are scheduled to work on the Sunday holiday shall receive premium pay for the hours worked on Sunday.
- D. Employees who are scheduled to work on Monday following a Sunday holiday shall receive their regular rate of pay for the hours worked and shall receive equivalent compensatory time off as provided under 13/9/4.

13/9/9 Holiday premium payments provided under this section, at the rate of time and one-half the employee's regular rate, shall be made in compensatory time off or cash payment, or combination thereof, at the discretion of the appointing authority.

13/9/10 In work units where staffing patterns are different from those of a normal work day and where legal holidays are not included in a vacation or holiday scheduling agreement and the Employer has determined that work by bargaining unit employees is required on a holiday, the parties agree that seniority is one of the factors to be considered in scheduling of work.

In areas where holiday scheduling practices are in place, language in this section does not require changes.

Within the basic framework provided in this section, the implementation and provisions of scheduling of employees on holidays is a subject of local negotiations.

SECTION 10: Military Service

13/10/1 Annual Training. The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not exceed thirty (30) workdays in any calendar year. Employees shall elect to receive their regular pay or military pay. If regular pay is selected, the amount of base military pay exclusive of allowances for the actual number of workdays lost shall be deducted from the regular pay. Such leave shall be provided without loss of time in the service of the Employer to enable employees to attend military schools and annual field training or annual active duty for training and any other federal tours of active duty for training which have been duly ordered and held. Such paid leave shall not be granted to employees for absences of less than three (3) consecutive days.

13/10/2 Active Military Service. The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not exceed thirty (30) workdays. Such paid leave shall be granted to employees who are involuntarily called to services as a member of the active armed services of the United States as a direct result of mobilization or call up by the President as a result of a federal emergency. Employees shall elect to receive their regular pay or military pay.

If regular pay is selected, the amount of base military pay exclusive of allowances for the actual number of workdays lost shall be deducted from the regular pay. Such leave shall be provided without loss of time in the service of the Employer.

Employees eligible for paid leave under this section will be eligible for the payment of the Employer contribution of the health insurance premium for up to twelve (12) months of coverage from the date of call up under the following conditions:

- A. the employee must be enrolled in a family plan at the time of the call up;
- B. the employee must be receiving Employer contributions to health insurance at the time of the call up.

The twelve (12) months of coverage will include any payments made on behalf of the employee as the result of any other contractual, statutory, or other requirement, including, but not limited to, contributions prepaid in advance, contributions required during a leave

of absence, and contributions made while the employee remains in pay status. Extended health insurance coverage under this section shall continue as provided above unless the employee or his/her designee notifies the appointing authority in writing to terminate the insurance within thirty (30) days of activation.

13/10/3 Except as provided in 13/10/2, whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

13/10/4 The actual number of workdays granted an employee as military leave shall correspond to the number of workdays he/she is absent from his/her work station. The period of authorized leave shall be determined by the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

13/10/5 Public Emergencies - The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal or state law, who are called into State active duty service to meet situations arising from war, riot, great public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the Employer pursuant to s. 20.465(1)(c), Wis. Stats., in an amount equal to his/her base salary for such period of active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

13/10/6 The Employer agrees that leave provided under this section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee shall be considered uninterrupted by such attendance.

13/10/7 The Employer agrees that employees who are called for a pre-induction physical for the military service shall be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

SECTION 11: Jury Duty and Witness Status

13/11/1 The Employer agrees to provide an employee who is summoned for grand jury or petit jury duty leave with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate excluding any overtime or supplemental pay. Jury duty includes that period of time which the summoned employee is required to spend in the jury selection process. However, when the employee is not impaneled for actual duty and only on call, the employee shall report back to work unless authorized by the appointing authority to be absent from his/her work assignment. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty pay status for the remainder of his or her shift.

13/11/2 The Employer shall grant time off without loss of pay to an employee who is directed by the Employer to appear as a witness in an action which arises out of the employee's employment.

13/11/3 Second or third shift employees called for jury duty will be temporarily transferred to a first shift for the period of jury duty. When a second or third shift employee who has been called for jury duty is temporarily transferred to a first shift, the Employer may change the schedule of another employee on the same or a different shift capable of performing the work to cover the regular shift of the employee called for jury duty. With the approval of the Employer, the employee may trade shifts to accommodate jury duty. Reverse order of seniority may be a consideration in determining shift changes. Such a change of schedule shall not result in the payment of overtime to either employee.

SECTION 12: Voting Time

13/12/1 An employee who is eligible to vote but is unable to vote during non working hours may be granted time off with pay for not to exceed three (3) consecutive hours upon written application to his/her appointing authority at least two (2) workdays prior to the election date. Such application shall state the need and the amount of reasonable time off required to exercise this right. If granted, the appointing authority may designate the time of day that the employee shall be allowed the time off.

SECTION 13: Retirement

13/13/1 The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40 of the Wis. Stats. and the appropriate Adm. Code rules of the Employee Trust Funds Board.

13/13/2 For the duration of this Agreement, the Employer shall contribute on behalf of the employee 5% of the employee's earnings paid by the Employer.

13/13/3 Effective July 6, 1986, the Employer shall pay the benefit adjustment contribution required by Section 40.05(2m), Wis. Stats.

13/13/4 Effective January 1, 1996, the Employer shall pay the required Employee Trust Fund Board employee share of the required benefit adjustment contribution for general occupation employees.

13/13/5 In those cases where the Employer does not provide a pre-retirement counseling program, the Employer agrees to pay the attendance fee for all eligible employees and spouses who attend the pre-retirement counseling sessions presented by their local Vocational, Technical and Adult Education school.

SECTION 14: Length-of-Service Payment

13/14/1 The Employer agrees to provide an annual length-of-service payment to eligible employees. The payment schedule for the term of the contract shall be:

- A. June 30, 2005 - a full year payment
- B. June 30, 2006 – a full year payment
- C. June 30, 2007 - a full year payment
- D. June 30, 2008 – a full year payment

In the event of retirement, death or termination payment will be made at an earlier date.

13/14/2 The amount of the length-of-service payment shall be based upon seniority date. No employee shall be granted more than one length-of-service payment for the twelve (12) month period beginning July 1 and ending the following June 30.

13/14/3 The schedule of payments shall be as follows:

- 5 full years of service — \$ 50.00
- 10 full years of service – 100.00
- 15 full years of service – 150.00
- 20 full years of service – 200.00
- 25 full years of service – 250.00

13/14/4 To be eligible for the length-of-service payment the employee must have completed the required number of years prior to July 1 of the year in which payment is to be made.

13/14/5 Payments under this section to eligible employees shall be prorated according to the number of hours in pay status the employee had from July 1, 2004 to June 30, 2005; from July 1, 2005 to June 30, 2006; from July 1, 2006 to June 30, 2007 and from July 1, 2007 to June 30, 2008 excluding any overtime hours worked.

SECTION 15: Meals While on Duty

13/15/1 Where facilities are available and in operation, the Employer will provide meals without charge to employees who are required, as a condition of employment, to take meals in the performance of assigned duties or responsibilities.

13/15/2 All of the following conditions must be met to be eligible for meals:

- A. The employee works a straight eight (8) hour or longer shift without an unpaid lunch period.
- B. Meals eaten while on duty must be taken at the employee's assigned work post.
- C. Meals are delivered to the employee's assigned work post or would have been if so requested and food service facilities are in operation at the location and at the time the meal is consumed.

13/15/3 Where full or part maintenance such as laundry, meals, lodging or quarters is furnished for the employee or his/her family, the employee shall be charged for the value of the allowance as established by the Employer. Implementation of such increased charges shall take effect thirty (30) calendar days after the Employer's approval.

13/15/4 Where facilities are available and in operation at the time of the meal break, the Employer will provide meals without charge or a voucher worth \$5.00 to employees held over to work four (4) or more hours overtime.

SECTION 16: Hazardous Employment Status

13/16/1 The Employer agrees to continue in effect the present provisions and administration of s. 230.36(1), (2) and (3), Wis. Stats., which pertain to Employer payments to employees who suffer an injury while performing service for the Employer and incidental to his/her employment.

It is expressly understood that bargaining unit employees not specifically listed in s. 230.36, Wis. Stats. who work for the Employer, are eligible for benefits under this provision. Any employee who is injured as a result of an act of a visitor while attempting to maintain or enforce the Employer's security regulations shall be eligible for coverage under the provisions of this section. Eligibility of all employees shall be as provided under Section 230.36, Wis. Stats. For the purposes of this section, the provisions of 230.36(4), Wis. Stats. concerning appeals to the State Personnel Commission, shall not be

applicable. The president of the local Union shall be sent a copy of every injury report filed by an employee within seventy-two (72) hours after its completion.

13/16/2 Application for benefits under s. 230.36, Wis. Stats., shall be made by the employee or his/her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. While medical verification is required for final approval of a claim, failure by the physician to provide verification within the fourteen (14) days shall not be the basis for denial. In extenuating circumstances, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence and the qualifying duties on which the application is based.

13/16/3 Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employee and the president of the local Union of his/her decision to authorize or deny the claim.

13/16/4 If an employee's claim for benefits under this section is denied by the appointing authority, the employee may, within thirty (30) calendar days, file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement.

13/16/5 Approved payments under this section shall continue from the date of inability to work until the date the employee returns to work or until the employee's status is changed to Workers' Compensation, disability retirement, new assignment or other appropriate status. When the appointing authority takes action to change the employee's status, the employee may file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement. Employees on approved leave under this section shall be entitled to full base pay plus any unit-wide pay increases.

13/16/6 Employees on approved leave with pay under this section shall earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum period of six (6) months, unless extended by the Employer. Employees shall be denied legal holiday credits for holidays which occur during the period of absence.

13/16/7 Employees on s. 230.36 leave who are unable to use earned, compensatory time, annual leave, or legal holiday credits due to being off on s. 230.36 leave, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

13/16/7 Concurrent benefits — except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to Workers' Compensation — under no circumstances shall an employee receive more than his/her basic rate of pay for the job in which he/she was performing at the time of injury.

13/16/8 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefits resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

SECTION 17: Travel and Lodging

13/17/1 In this section the following definitions shall apply:

“Assigned Headquarters” shall mean the facility or location to which the employee is normally assigned by the Employer as a headquarters and from which he/she performs his/her assigned duties.

“Work Site” shall mean any location designated by the Employer other than the employee's assigned headquarters at which the employee performs his/her assigned duties.

13/17/2 The Employer agrees to continue in effect the provisions of ss. 16.535 and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business.

Employees covered by this Agreement shall receive any additional increases in reimbursement rates that the Employer may obtain under ss. 16.53(12) and 20.916, Wis. Stats., during the life of this Agreement.

13/17/3 Automobile Expense Reimbursement - Travel reimbursement from home to a work site or to a pickup point:

- A. Actual miles driven by the shortest practical route shall be used for reimbursement purposes instead of map miles.
- B. Mileage payments from home to the assigned headquarters are not allowed.
- C. When management determines that an employee's vehicle is required for travel to a work site removed from the assigned headquarters, the employee shall be reimbursed for mileage from home to the work site, or from the assigned headquarters to the work site, whichever is closer.
- D. When management determines that an employee's vehicle is not required for travel to a work site removed from the assigned headquarters, the Employer will reimburse mileage from the employee's home to an approved pickup point which is in excess of the mileage from the employee's home to the assigned headquarters.

13/17/4 Rate of reimbursement

A. Automobile:

The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the hospital at a rate as defined in UWHC Policy and Procedure 1.14

B. Motorcycle:

Employees shall be reimbursed for the use of privately owned motorcycles on hospital business. The rate for reimbursement shall be as defined in UWHC Policy and Procedure 1.14 beginning on the effective date of the Agreement, subject to the following conditions:

1. Only one individual may be transported on a single motorcycle.
2. The agency head may require travel by automobile if the travel costs are anticipated to be less than the costs of travel by motorcycle, such as when two or more hospital employees are traveling to the same destination.
3. Reimbursement for use of privately owned mopeds or bicycles on hospital business is not authorized.
4. The additional reimbursement rates authorized under 13/17/5 or 13/17/6 shall not apply to the use of motorcycles.

C. Airplane:

The Employer agrees to reimburse any employee who is authorized and required to use a private airplane in his/her work for the hospital at the rate as defined in UWHC Policy and Procedure 1.14.

13/17/5 An additional reimbursement at the rate of one cent (\$.01) per mile shall be paid to any employee for the use of his/her personal automobile when used for any or all of the following reasons: as an emergency vehicle or under conditions which may cause excessive wear or depreciation (including pulling trailers; carrying two or more passengers; carrying tools, equipment or supplies) or which require the installation of special equipment. In addition, when an employee is authorized to use his/her vehicle on a construction project (including a pit, quarry, or to a bituminous mixing or concrete mixing site and survey work), or in woods or fields where trails, roads or portions thereof are not open to the public and not paved, the employee will be reimbursed at the rate of four cents (\$.04) per mile for such actual miles driven under these conditions, in addition to the rates listed above to which the employee may be eligible. The total amount which will be reimbursed under this section shall not exceed five cents (\$.05) per mile.

13/17/6 Reasonable charges for taxis and air limousines, including taxi tips at a maximum rate of 15% of the charge, are reimbursable when other modes of travel are not available or practical. Employees are required to obtain receipts where the cost of a one-way fare will exceed fifteen dollars (\$15).

13/17/7 When an assigned pool or Employer-owned automobile is available and the employee is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of the Employer cars, including depreciation.

If an employee, because of certified medical reasons, is not able to utilize an Employer vehicle, he/she shall be permitted to use his/her personal vehicle at the rate provided under 13/17/4.

13/17/8 Meals

A. Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties. The performance of the employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters. However, exceptions to the fifteen (15) mile requirement may be granted by the department heads or their designee(s). Employees shall be reimbursed without receipts for meals, according to the following schedule:

As of the effective date of this agreement:

Breakfast \$ 8.00 — Lunch \$ 9.00 — Dinner \$17.00

- B. Maximum permitted amounts for individual meals in those out-of-state cities listed in the Department of Employment Relations' "Out-of-State Lodging Reimbursement Bulletin" whose lodging rate is 20% or greater than the in-state lodging rate, including tax and tip:

As of the effective date of this Agreement:

Breakfast \$10.00 — Lunch \$ 10.00 — Dinner \$20.00

- C. The in-state maximums shall apply for those cities not listed in the "Out-of-State Lodging Reimbursement Bulletin" and not having a lodging rate of 20% or greater than the in-state lodging rate.

13/17/9 The maximum allowable tip is fifteen percent (15%) of the meal claim. To be eligible for the noon meal reimbursement, agencies require that an employee leave his/her assigned headquarters station prior to 10:30 a.m. and return after 2:30 p.m. For an employee whose scheduled hours of work are such that his/her workday would be completed prior to 2:30 p.m. (e.g. 5:00 a.m. to 1:45 p.m.), the above structure is inappropriate. For employees in travel status who work other than a 7:45 a.m.-4:30 p.m. work schedule, a sliding corridor of four (4) hours will be used to determine eligibility for reimbursement for the noon meal. If an employee were to start at a time earlier than 7:45 a.m., the 10:30 a.m. to 2:30 p.m. time block would be moved back correspondingly. For example, an employee who starts at 6:45 a.m. would have to be away from his/her headquarters station from 9:30 a.m. to 1:30 p.m. to be eligible for the noon meal reimbursement, provided all other requirements are met. Exceptions to the provisions in this paragraph may be made at the sole discretion of the Employer.

Employees, to be eligible for the breakfast reimbursement, must leave home before 6:00 a.m.. Employees, to be eligible for a dinner meal, must return home after 7:00 p.m..

When an employee is entitled to reimbursement for two or more consecutive meals in a day, the amount expended for any particular meal is left to the discretion of the employee, but the total reimbursement claim shall not exceed the individual meal rates for the consecutive meals in a day.

13/17/10 As of the effective date of this Agreement, employees shall be paid a flat rate of four dollars (\$4.00) for each bag meal.

All of the above amounts include tax and tip.

13/17/11 Requests for reimbursement for amounts in excess of the above schedule must be accompanied by a receipt and full explanation of the reasonableness of such expense.

13/17/12 Lodging - Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the amount set forth below.

As of the effective date of this Agreement —\$62.00 per night, plus any applicable taxes.

Employees on field assignment shall not be required to share a room.

13/17/13 When employees are assigned to training programs, the Employer will not require sharing of rooms for more than two (2) consecutive nights 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 the co-employee with whom he/she wishes to share a room, the non-smoking preference, and health or religious related dietary needs identified by the employee.

13/17/14 Parking - Reasonable and necessary parking charges incurred in the performance of an employee's duties are reimbursable whether the employee is using his/her own personal car or an assigned car. This is based on the assumption that the employee is removed from his/her assigned headquarters.

13/17/15 Miscellaneous - Travel Expenses - While the use of credit cards is encouraged, travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50). Such advance shall not exceed eighty percent (80%) of the estimated expenses.

Employees will be reimbursed up to five dollars (\$5.00) for one personal phone call home per day for the following conditions:

- A. Each night an employee must spend overnight away from home in travel status, or
- B. As a result of each unscheduled geographical location change, or
- C. As a result of an unscheduled change in travel status, which results in more than a one (1) hour extension to the employee's originally scheduled return time.

SECTION 18: Administration of Workers' Compensation Benefits

13/18/1 In the administration of the Workers' Compensation Act as set forth in Chapter 102, Wis. Stats., the Employer shall make an initial determination as to whether the injury

was job related; and if so, the Employer may authorize payment for temporary disability as specified in the Workers' Compensation Act.

13/18/2 In the event the Employer makes an initial determination that an injury or disease is job related and authorizes payment for temporary total disability as specified in the Workers' Compensation Act, the Employer shall continue to pay its share of Health Insurance premium as provided in Article XIII, Section 1 for the period of the temporary total disability.

13/18/3 In the event the Employer denies the employee's claim of worker compensable injury or disease, and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article XIII, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

13/18/4 Employees on Workers' Compensation benefits who are unable to use earned compensatory time, annual leave, or legal holiday credits due to being on Workers' Compensation benefits, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

SECTION 19: Standby

13/19/1 When the Employer requires that an employee must be available for work and be able to report in less than one hour, the employee shall be compensated on the basis of a fee of \$22.00 (twenty-two dollars) for each on call eight hour period, or portion thereof, for which the employee is in standby status. The Employer shall make a reasonable effort to notify those affected employees of their release from standby status.

SECTION 20: Hostage Leave

13/20/1 For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

13/20/2 An employee who alleges that he/she has suffered an injury as a result of being taken hostage, and whose injury is not covered under section 13/16/1 or 13/20/1 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

- A. Psychiatrically-prescribed treatment and/or counseling services; and/or

- B. A leave of absence without loss of pay or benefits for a period of time not to exceed forty-five (45) calendar days from the date of the conclusion of the hostage event.

13/20/3 If the psychiatrist determines that the employee is not fit to return to work within the forty-five (45) calendar days provided under subsection B above, or the employee needs continued treatment or counseling as provided under 13/20/1 above, all benefits provided under this section shall cease and the Employer shall place the employee on Workers' Compensation as provided under Article XIII, Section 18 of this Agreement. The employee shall continue to be covered by Workers' Compensation until the psychiatrist determines the employee is fit to return to work. When the psychiatrist determines the employee is fit to return to work, the employee shall be returned to his/her original position or one of like or similar nature, as determined by the Employer.

SECTION 21: Catastrophic Leave

13/21/1 This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

13/21/2 Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

13/21/3 Transfers may occur among covered WSEU employees. Transfers between covered employees in different Unions of the Employer may occur with Employer approval.

13/21/4 The Catastrophic Leave Approval Committee shall be comprised of three (3) members of the local, and one (1) Employer liaison. Appointment of WSEU committee members shall be by the WSEU. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

13/21/5 Donations shall be from Local 1942 employees first and may be expanded to other employees employed at the UWHC with Employer approval. Donations shall be on an hour for hour basis and used in order of receipt.

13/21/6 The Catastrophic Leave Approval Committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to

recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s) upon request.

13/21/7 To be an eligible recipient, an employee:

- A. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes.)
- B. Must be on approved unpaid leave of absence.
- C. Must be in need of at least 160 hours.
- D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family for which medical documentation is provided.
- E. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday, and/or sabbatical leave time.
- F. Must not be receiving other salary replacement benefits.
- G. Must be approved to receive transfers by the Catastrophic Leave Approval Committee.
- H. Part-time employees will receive leave on a prorated basis up to the FTE of scheduled hours.
- I. Must remain an employee.
- J. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Prorated based on FTE).

13/21/8 To be an eligible donor, an employee:

- A. Must have completed the first six (6) months of an original probationary period and been an employee for at least one (1) year.
- B. Cannot donate a combination of more than twenty-four (24) hours of accrued, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (Prorated based on FTE).

C. Must remain an employee.

13/21/9 An applicant may consult with their Union representative by telephone for assistance with completing application materials for the Catastrophic Leave Program. Special requests for personal meetings or other arrangements based on an employee's disability may be considered.

13/21/10 It is understood that nothing in this section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

13/21/11 It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

SECTION 22: Employee Funded Reimbursement Account

13/22/1 The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

SECTION 23: Calls at Home While on Paid Leave

13/23/1 If the Employer contacts the employee at home, during a day when on paid leave, about job related business, the employee shall have his/her paid leave credited with one hour of work time for all such calls. In no case shall the employee receive more than a single one hour credit per day under this section.

For purposes of this section, examples of job related business call include:

- A. Calls regarding specific patient treatment procedures,
- B. Questions regarding operation of equipment,
- C. Clarification of instructions,
- D. Repair procedures.

Examples of non-job related business calls include:

- A. Calls made to call an employee back to work,
- B. Availability for overtime,
- C. Scheduling changes.

ARTICLE XIV NO STRIKE OR LOCKOUT

SECTION 1: Uninterrupted Services

14/1/1 Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the mutual duration of this Agreement:

14/1/2 The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

- A. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;
- B. Canceling the civil service status of any employee engaging therein;
- C. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

14/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty-four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

14/1/4 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

SECTION 2: Disputes

14/2/1 In the event a dispute arises between the parties hereto with respect to whether or not the Union, or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled as provided in Article IV of this Agreement. This section shall not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.

ARTICLE XV GENERAL

SECTION 1: Obligation to Bargain

15/1/1 This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the Personnel Board relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2: Partial Invalidity

15/2/1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

SECTION 3: Definition of Probationary Employee

15/3/1 The term “probationary employee” as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent, positions in the classified service shall be for a probationary period of six (6) months except as specifically provided in s. 230.28, Wis. Stats., and Wisconsin Administrative Code, ER Pers 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

The inclusion of this section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this section.

SECTION 4: Definition of Appointing Authority

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

**ARTICLE XVI
TERMS OF AGREEMENT**

SECTION 1: Termination of Agreement

16/1/1 The terms and conditions of this Agreement shall remain in full force and effect commencing on June 27, 2004 and terminating on January 31, 2009, unless the parties mutually agree to extend any or all of the terms. Upon termination, all obligations are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of this Agreement.

SECTION 2: Re-opener

16/2/1

A. For the last two and a half years of the Agreement, the parties agree to re-open the Agreement on the following issues only, except as modified by negotiating note # 15:

- Article 9/11/1 - Foot Protection
- Article 11/4/3 - Uniform allowance
- Article 12/1/1 - Only to discuss Market equity adjustments for agreed upon titles in years 3 and 4
- Article 12/1/2 - Only to discuss pay range assignments for agreed upon titles in years 3 and 4 - the parties may agree upon the percentage increase and/or movements to the minimum; and pay range adjustments
- Article 12/1/4 and 12/2/1 - Only to discuss HAM Point adjustments and HAM rates in years 3 and 4
- Article 12/1/5 - Order of implementation of market equity, pay range, and HAM point adjustments
- Article 12/4/1 - 12/4/7 - Shift, responsibility, and critical retention differentials
- Article 12/4/8 - \$.15 cent adjustment for specified titles
- Article 12/7/1 - Weekender Programs
- Article 13/15/4 - Meal Voucher Rates
- Article 13/19/1 - Standby Pay

B. Negotiations for this limited wage re-opener shall commence no later than April 1, 2006 and the parties will strive to complete these negotiations within two months. In order to facilitate the negotiation of the items listed in A, above, the Union and the Employer shall mutually exchange written proposals on those items no later than March 1, 2006. The parties specifically agree that no other issues will be negotiated other than as provided in A, above.

C. With respect to the limited re-opener in A, above, the parties agree that all other terms and conditions of the contract continue in full force and effect.

SECTION 3: Negotiations of Future Agreements

16/3/1 During the term of the Agreement, the parties will attempt to agree on a timetable for negotiations which will maximize the probability of reaching agreement on a new contract prior to expiration of existing contract.

UNION BARGAINING TEAM

Chuck Kokkonen (Technical)
Mike Ledwidge (Technical)
Lavonne (Sam) Mackin (Administrative Support)
David Carrig (Blue Collar)
Mike Regan (Technical)
Martin Beil, Executive Director
Karl Hacker, Assistant Executive Director
Maggie Merdler, Field Staff Representative

UWHC BARGAINING TEAM

Gary Johnson, Director, Employee and Labor Relations
Mary Beth Benson, Manager, Patient Accounting
Robert Halfmann, Senior Consultant, Employee and Labor Relations
Tom Peck, Director, Environmental Services
Joni Schott, Asst. Director, Radiology
June Streveler, Manager, Class and Compensation
John Wiesman, Senior Analyst, Class and Compensation
Randy Wise, Asst. Director, Respiratory Therapy

This agreement between the Wisconsin State Employees Union, AFSCME Council 24 and its affiliated Local Union, 1942 and the University of Wisconsin Hospital and Clinics Authority Board represents the parties interests for the period of June 27, 2004 through January 31, 2009. This contract provides the basis for effective and collegial working relationships.

Martin Beil, Executive Director
for the Union Governing Body of the University of Wisconsin Hospital and Clinics Board

Roger Axtell, Vice Chair
Board

Date: ____/____/____

Date: ____/____/____

Donna Sollenberger, President and CEO of the
University of Wisconsin Hospital and Clinics
Authority

Date: ____/____/____

**NEGOTIATING NOTE NO. 1
2004-2009 AGREEMENT**

Bargaining Time

The Employer and the Union agree that the Employer will pay one hundred percent (100%) of the cost of mutually agreed to bargaining time for the succeeding contract negotiations until April 1, 2009. From April 2, 2009, until the conclusion of the bargaining session, the Employer and the Union agree to equally share the cost.

The shared cost will apply only to each of the five (5) employees of the bargaining units represented by the Wisconsin State Employees Union. The qualifying shared time will be recorded as time off without loss of pay.

For negotiations for the limited wage re-opener described in Article XVI section 2, the Employer and the Union agree that the Employer will pay one hundred percent (100%) of the cost of mutually agreed to bargaining time for the negotiations until May 15, 2006. From May 16, 2006 until the conclusion of the bargaining session, the Employer and the Union agree to equally share the cost.

The shared cost will apply only to each of the five (5) employees of the bargaining units represented by the Wisconsin State Employees Union. The qualifying shared time will be recorded as time off without loss of pay.

Employee members of the WSEU master bargaining teams who are unable to schedule their vacation due to ongoing negotiations may carryover unused vacation into the first six (6) months of the ensuing calendar year.

**NEGOTIATING NOTE NO. 2
2004-2009 AGREEMENT**

Grievance Responses

The purpose of this memorandum is to reiterate management's position that all grievances must be processed promptly and within the limits prescribed by the contracts. We recognize that circumstances may arise which make it impossible to meet the time limits. In cases such as these, an extension of the time limit should be requested and handled as follows:

- A. Contact the local steward when an extension is needed to arrange for an extension.
- B. Management's representative should contact the grievant's supervisor to inform him or her of the extension.
- C. The steward will contact the grievant.

It is important that grievances be responded to in a timely manner and that the persons concerned are aware of the status of the grievance in order to resolve differences at the earliest possible time.

**NEGOTIATING NOTE NO. 3
2004-2009 AGREEMENT**

Electronic Dues Deductions

If, during the term of the agreement the Employer determines that electronic deposit of dues and/or the electronic transfer of information to the local Union is feasible, the Employer will discuss implementation with Council 24.

The Employer will meet with Council 24 and Local 1942 within 60 days of the ratification of the contract to discuss implementation of the electronic deposit of dues and/or the electronic transfer of information to the local Union.

**NEGOTIATING NOTE NO. 4
2004-2009 AGREEMENT**

Pass Through Benefits

The Employer will continue to offer, when offered by the University of Wisconsin-Madison, pass through benefits, such as library, gyms, etc. however, the Employer, shall not be responsible for any costs to the University or the employee. Further, the Hospital will not be responsible for any items that the University offers, modifies, or discontinues.

**NEGOTIATING NOTE NO. 5
2004-2009 AGREEMENT**

Gainsharing

A study group of three (3) Union appointees and (3) management appointees shall be created to study gainsharing. The Union appointees shall be in pay status, and the Committee will be formed within ninety (90) days of the effective date.

**NEGOTIATING NOTE NO. 6
2004-2009 AGREEMENT**

Labor/Management Relationship

The Employer and the Union agree that it is in their mutual interest to create and maintain a strong relationship between Labor and Management at the University of Wisconsin Hospital and Clinics.

It is further agreed that the Union and Management will cooperate in a supportive environment to achieve mutually agreed upon results. It is clearly understood by the parties that people want to cooperate and work more effectively and that productivity, performance and effectiveness will improve as the result of improved cooperation. Such cooperation is intended to create opportunities for each Employee (whether Union official or Manager, represented or non-represented Employee) to work individually and collectively to strengthen and change the UWHC for the better.

It is agreed that the emphasis will be on achieving mutual gain through working together by separating people and personalities from issues and problems, focusing on “interests” rather than “positions” and emphasizing objective rather than personally subjective criteria and data to evaluate and select options.

Finally, it is agreed that in the interest of fostering a strong Labor/Management relationship, all Employees will be treated with dignity and respect.

It is expected that the parties will identify mutual problems and concerns and will mutually develop action plans for their resolution. Further, it is recommended that project teams, committees, or work groups be created as the need arises to facilitate the problem solving process.

The Employer and AFSCME Council 24 may also agree to pilot unique solutions not specifically authorized by other language of this contract, to solve workplace problems, i.e. explore the development of and implementation of providing access to the transfer opportunities via electronic means, discuss joint training opportunities that will mutually benefit hiring and retention, or incentive based attendance programs or creation of scholarship programs.

NEGOTIATING NOTE NO. 7 2004-2009 AGREEMENT

Departmental Sick Call Practices

The Employer shall continue to keep a list of departmental sick call practices and provide them to Local 1942 and Council 24, within 120 days of the effective date of the agreement. Departments have the right to unilaterally change their practices to meet changing operational needs.

NEGOTIATING NOTE NO. 8
2004-2009 AGREEMENT

Union Steward

UWHC management are encouraged to remind all WSEU represented employees that they do have representation rights prior to commencing a preliminary disciplinary investigation. However, the failure to do so is not grievable nor will it be the basis for overturning otherwise just discipline. Human Resources will ensure that this negotiating note is discussed at progressive disciplinary training sessions conducted by Human Resources. Whenever the Union discovers that UWHC management is not so advising employees it will raise the issues at Labor/management meetings. This note will expire at the end of the current contract unless mutually extended by the parties.

NEGOTIATING NOTE NO. 9
2004-2009 AGREEMENT

ASU Position Movement Discussions

During the course of discussions during the 2004-2009 labor contract negotiations, there was extensive discussion on classifications within the Administrative Support bargaining unit. While these are not bargainable issues, the parties agree to meet, review and discuss the classification titles, responsibilities and movement within the Administrative Support classifications. Specifically, within the patient account area, develop a system to review the movement within this area for one year. No disputes arising out of these discussions will be subject to the grievance procedure, unless they are in violation of other portions of this agreement.

NEGOTIATING NOTE NO. 10
2004-2009 AGREEMENT

Attendance Policy Training

Proper interpretation of the UWHC's Attendance and punctuality Policy – 9.13, is an important component of good employee and labor relations at the UWHC. To that end, the Human Resources Department will invite Local 1942 stewards and Council 24 representatives to attend its management training sessions related to Policy 9.13. The UWHC will allow each steward to attend at least one session on paid time, and supervisors will release their employees/stewards, at least once to attend this training. Supervisors may deny request to attend this training for operational reasons, but should then make every reasonable effort to ensure that the employee/steward attends the training

at the next available opportunity. This note will expire at the end of this contract unless mutually extended by the parties.

NEGOTIATING NOTE NO. 11
2004-2009 AGREEMENT

HAM/Professional Experience

Any concerns that arise regarding HAM implementation shall be discussed at labor management. Within class titles, the UWHC will utilize the same criteria for evaluating present employees as it uses for new hires.

NEGOTIATING NOTE NO. 12
2004-2007 AGREEMENT
Department Vacation Practices

In the event, the procedures outlined in 13/6/8 become unduly burdensome, the parties agree to meet and bargain alternative methods to determine departmental vacation selection procedures.

NEGOTIATING NOTE NO. 13
2004-2009 AGREEMENT
Annual Leave Holiday-Probationary Employee

Employees hired in 2004, and in their probationary period at the time of ratification, may use up to four (4) days from their 2005 annual leave bank during the remainder of their original six (6) month probationary period in 2005, if operationally feasible

NEGOTIATING NOTE NO. 14
2004-2009 AGREEMENT
Parking

The Union shall designate one staff member to sit on the UWHC's Parking Committee in pay status. The Employer, whenever possible will meet and confer with the Union at least thirty (30) days in advance whenever it appears significant changes in parking availability will occur. The Employer in the Departments of Cardiology, Radiology, Respiratory Therapy and Radiation Therapy will discuss with their employees and the Union various different parking options and will investigate measures that may be possible on a department level basis.

NEGOTIATING NOTE NO. 15
2004-2009 AGREEMENT
Forced Overtime

The Employer agrees to discuss Union proposals at the 2006 Wage re-opener related to the creation of a bonus system, differential, or premium pay as compensation for forced overtime.

NEGOTIATING NOTE NO. 16
2004-2009 AGREEMENT
Call Back

Pursuant to 6/7/1 the parties agree that departments which call employees back to work and the employee has completed the **assignment** for which they were called back, may continue current practices of allowing employees to go home, for the purpose of meeting operational needs **such as** to cover future staffing and call. In these situations the employees will be paid four (4) hours of pay.

NEGOTIATING NOTE NO. 17
2004-2009 AGREEMENT

Retro Back Pay-Separate Checks8, 2001

**Karl Hacker, Assistant Executive Director
AFSCME Council 24
Wisconsin State Employees Union
8033 Excelsior Drive, Suite C
Madison, WI 53717**

Dear Mr. Hacker:

Pursuant to the tentative agreement between the parties and in relationship to our discussion, the UWHC shall provide retroactive payments in a separate paycheck.

Such check will consist of retroactive wage payments due for 2000 and shall include differentials for the same time frame, (pay stub explanation to show 2000 payment).

It is mandated that these separate checks are subject to withholding.

If the above is acceptable, please initial on the space provided below.

**Sincerely,
Jim Pendergast
Director of Employee and Labor Relations
Human Resources Department**

K.H.

PAY SCHEDULE A

YEAR 1

**Seniority Based
Retention Adjustment**

Years of Seniority*	Hourly Rate Increase
10-14	\$0.10
15-19	\$0.13
20+	\$0.17

***Years of Seniority as of July 1, 2004**

YEAR 3

**Seniority Based
Retention Adjustment**

Years of Seniority*	Hourly Rate Increase
7-9	\$0.08
10-14	\$0.12
15-19	\$0.16
20+	\$0.20

***Years of Seniority as of July 1, 2006**

PAY SCHEDULE B

UWHC BOARD PAY RANGES

Ranges effective 6/27/04-6/25/05

Ranges effective 6/26/05-6/24/06

**GRADE
MINIMUM
MIDPOINT
MAXIMUM**

**GRADE
MINIMUM
MIDPOINT**

MAXIMUM

A				9.56	11.72	13.88	
A				9.66	11.84		14.02
B	9.96						
	12.24	14.52					
		B					
	10.06	12.37					
				14.67			
C	10.44	12.80	15.15	C	10.54	12.92	15.30
D	10.88	13.36	15.84		D	10.99	13.50
				16.00			
E	11.37				13.98	16.58	
E	11.48				14.12	16.75	
F	11.74	14.53	17.32		F	11.86	14.68
				17.49			
G	12.23	15.17					
	18.10	G					
	12.35	15.32			18.28		
H				12.80	15.85	18.90	
H				12.93	16.01		19.09
I	13.35	16.55	19.75		I	13.48	16.72
							19.95
J	13.99	17.32	20.65		J	14.13	17.50
				20.86			
K	14.58	18.09	21.60		K	14.73	18.28
				21.82			
L	15.28	18.92	22.55		L	15.43	19.11
				22.78			

M	15.91	19.73			23.55	
M	16.07	19.93			23.79	
N	16.67	20.64	24.61		16.84	20.85
				24.86		
O	17.43	21.58	25.72		17.60	21.79
				25.98		
P	18.17	22.53	26.88		18.35	22.75
				27.15		
Q	19.02	23.56	28.10			
Q		19.21	23.80			
				28.38		
R						
	19.89					
	24.63					
	29.36					
R						
	20.09					
	24.87					
				29.65		
S	20.75				25.72	30.68
S	20.96				25.98	30.99
T	21.71	26.88	32.05		21.93	27.15
				32.37		
U	22.67	28.10	33.53		22.90	28.39
				33.87		
V	23.70	29.37	35.04		23.94	29.67
				35.39		
W	24.76	30.69	36.61		25.01	31.00
				36.98		
X	25.88	32.08	38.27		26.14	32.40
				38.65		
Y	27.04	33.52	40.00		27.31	
				40.40		
Z	28.25	35.02	41.79		28.53	35.37
				42.21		
AA	29.53	36.61	43.68		29.83	36.98
				44.12		
BB	30.86	38.26	45.65		31.17	38.64
				46.11		

PAY SCHEDULE D

HIRING ABOVE MINIMUM (HAM) RATES BY GRADE

Effective June 26, 2005 - June 24, 2006

- 2%
- 3%
- 6%
- 10%
- 14%

18%

22%

GRADE	MINIMUM								
	3 yrs but < 5yrs	5yrs but < 7yrs	> 6mth <1yr	1 yr but < 3yr	7 yrs but < 9yrs	11 yrs or greater			
A	9.66	9.85	9.95	10.24	10.63	11.01	11.40	11.79	
B	10.06	10.26	10.36	10.66	11.07	11.47	11.87	12.27	
C	10.54	10.75	10.86	11.17	11.59	12.02	12.44	12.86	
D	10.99								
	11.21								
	11.32								
	11.65								
	12.09								
	12.53								
	12.97								
				13.41					
E	11.48	11.71	11.82	12.17	12.63	13.09	13.55	14.01	
F	11.86	12.10	12.22	12.57	13.05	13.52	13.99	14.47	
G	12.35	12.60	12.72	13.09	13.59	14.08	14.57	15.07	
H	12.93	13.19	13.32	13.71	14.22	14.74	15.26	15.77	
I	13.48	13.75	13.88	14.29	14.83	15.37	15.91	16.45	
J	14.13	14.41	14.55	14.98	15.54	16.11	16.67	17.24	
K	14.73	15.02	15.17						
	15.61	16.20	16.79	17.38					
				17.97					
L	15.43	15.74	15.89	16.36					
	16.97	17.59	18.21		18.82				
M	16.07	16.39	16.55	17.03	17.68	18.32	18.96	19.61	
N	16.84	17.18	17.35	17.85	18.52	19.20	19.87	20.54	
O	17.60	17.95	18.13	18.66	19.36	20.06	20.77	21.47	
P	18.35	18.72	18.90	19.45	20.19	20.92	21.65	22.39	
Q	19.21	19.59	19.79	20.36	21.13	21.90	22.67	23.44	
R	20.09	20.49	20.69	21.30	22.10	22.90	23.71	24.51	
S	20.96	21.38	21.59	22.22	23.06	23.89	24.73	25.57	
T	21.93	22.37	22.59	23.25	24.12	25.00	25.88	26.75	
U	22.90	23.36	23.59	24.27	25.19	26.11	27.02	27.94	
V	23.94	24.42	24.66	25.38	26.33	27.29	28.25	29.21	
W	25.01	25.51	25.76	26.51	27.51	28.51	29.51	30.51	
X	26.14	26.66	26.92	27.71	28.75	29.80	30.85	31.89	
Y	27.31	27.86	28.13	28.95	30.04	31.13	32.23	33.32	
Z	28.53	29.10	29.39	30.24	31.38	32.52	33.67		
				34.81					
AA	29.83	30.43	30.72	31.62	32.81	34.01	35.20	36.39	
BB	31.17	31.79	32.11	33.04	34.29	35.53	36.78	38.03	

APPENDIX 1
2004 AGREEMENT

Personnel Transaction Pay Adjustments

All personnel transaction pay adjustments for employees at the University Hospital and Clinics and employed by the UWH&CA Board will be determined in accordance with the following provisions.

- I.
 - A. Employee's base pay rate on original appointments will be set at the "minimum" rate of the appropriate grade of their classification, except for those titles under "HAM."

After Reclass or Reallocation of Grade

- II.
 - A. Employees will receive an increase of 4.0% for one pay grade plus 2.5% per each additional pay grade to their current hourly wage when reallocated or reclassified, or to the minimum of the new grade, whichever is greater.
 - B. **Promotions** Employees who are promoted will receive an increase of 4.0% for one pay grade plus 2.5% per each additional pay grade to their current hourly wage, or the minimum of the new grade, whichever is greater.
 - C. **Demotions** Employees who take a voluntary demotion would lose 4.0% for one pay grade plus 2.5% per each additional pay grade of their current hourly wage, but in no case will they be paid more than the maximum of the grade they have demoted to, however no employee will fall below the minimum of the new pay grade.
 - D. **Demotions** Employees who involuntarily demote or demote in lieu of layoff would remain at their current level of pay for one year, after which time they would lose 4.0% for one pay grade plus 2.5% per each additional pay grade of their current hourly wage, but in no case will they be paid more than the maximum of the grade they have demoted to, however no employee will fall below the minimum of the new pay grade.
 - E. Any employee who has more state seniority and is paid less than a promoted or reclassified employee in the same title/level, will have his/her pay equalized when the pay discrepancy is a result of a promotional or reclassification adjustment. Payment will be retroactive to the effective date of the initiating promotion/reclassification action.

Disparities caused by the promotion/reclassification of employees hired using HAM or compensated for their professional years of experience, shall be excluded.

- F. When a HAM hire or employee compensated for their professional years of experience is promoted or re-classed or progresses to a new level within their classification, management will make an equalizing adjustment to the hourly rate of all employees within the new classification whose professional experience date is the same as or more than the existing HAM hire and is paid less.
- G. When an employee transfers into a class where there are currently employees who have had their professional experience compensated, the employee who transferred in will have their professional experience compensated.

III. Promotions or Demotions from other State Bargaining Units

- A) An Employee's hourly wage will be set at the minimum of the grade, or their current state rate whichever is higher.

IV. Pay on Reinstatement

- A) When an employee reinstates, their base hourly pay will be set by reconstructing the base wage as if they had continued to do the same work at the UWHCA.

APPENDIX 2 Transfers

All UWHCA employees who previously held a classification title listed in the 1997-2000 University of Wisconsin Hospital and Clinics Authority Board Bargaining Unit and the U.W.H.&C. Authority Board Master Agreement, and who have completed their probationary period in those classifications, will be covered under the language in Article VII, allowing them to transfer within their current, or former pay range/level or grade.

APPENDIX 3

Layoffs

All UWHCA employees who previously held a classification title listed in the 1997-2000 University of Wisconsin Hospital and Clinics Authority Board Bargaining Unit and the U.W.H.&C. Authority Board Master Agreement, and who have completed their probationary period in those classifications, will be covered under the language in Article VIII, allowing them full layoff procedure rights.

APPENDIX 4

Hiring Above the Minimum Requirements

- 1) The Union shall be allowed access to all employee surveys of qualification documents including employee responses to the surveys.
- 2) The Employer shall provide written reports as follows:
 - a. Report, prior to implementation of any HAM including;
 1. Positions needed to be filled including department and anticipated date of implementation.
 2. Retention and seniority of all incumbents in the classification in which HAM is requested.
 3. Sample survey letter to incumbents.
 - b. A report 90 days following implementation of any HAM to include;
 1. Numbers of employees hired under HAM including any hired at the minimum within the preceding 90 days.
 2. Numbers of employees resigned or transferred after HAM implementation.
 3. Analysis of retention of HAMs and analysis of compression. (Total number of HAM hirings as compared to incumbents including wages/hour for each.)
 4. Names of all incumbents surveyed and which employees received wage adjustments.

Failure by the Employer to provide reports would nullify and continued use of HAM.

Any conflicts that arise as a result of the application of HAM (including any oversight) shall be resolved between the Union and management. Failure to reach resolution may be grieved beginning at the Third Step.

Either party, as of June 1, 2001 may reopen negotiations on the sole topic of which titles will continue to be eligible for the hire above the minimum process.

Hiring Above Minimum (HAM) Job Families

Hiring Above Minimum Job Families

UWHC ADMISSIONS AND BILLING ASSISTANT

UWHC ANESTHESIA TECHNICIAN

UWHC BIOMEDICAL ENGINEERING TECHNICIAN

UWHC CARDIOVASCULAR TECHNICIAN

UWHC CASTING TECHNICIAN
UWHC CHILD LIFE THERAPIST ASSISTANT
UWHC CODING TECHNICIAN
UWHC CODING TECHNICIAN - INPATIENT
UWHC DENTAL ASSISTANT
UWHC DENTAL HYGIENIST
UWHC DIALYSIS PATIENT CARE TECHNICIAN
UWHC DIALYSIS SUPPORT TECHNICIAN
UWHC ECHOCARDIOGRAPHY TECHNICIAN*
APPENDIX 4 –continuedUWHC ELECTROCARDIOGRAPH TECHNICIAN
UWHC ELECTRONEURODIAGNOSTIC SPECIALIST*
UWHC EMERGENCY DEPARTMENT COORDINATOR
UWHC EMERGENCY TECHNICIAN
UWHC ENDOSCOPY TECHNICIAN
UWHC FINANCIAL SPECIALIST
~~UWHC GASTROINTESTINAL HEALTH TECHNICIAN~~
UWHC HEALTH UNIT COORDINATOR
UWHC HISTOLOGY TECHNICIAN*
UWHC HOME HEALTH EQUIPMENT TECHNICIAN*
UWHC HOME HEALTH PERSONAL CARE WORKER
UWHC IMAGING ASSISTANT
UWHC IMAGING SPECIALIST
UWHC IMAGING SPECIALIST - MAMMOGRAPHY
UWHC IMAGING SPECIALIST - CT
UWHC IMAGING SPECIALIST - MR
UWHC IMAGING SPECIALIST - ANGIOGRAPHY
UWHC LICENSED PRACTICAL NURSE
UWHC MATERIALS REPROCESSING ASSISTANT
UWHC MEDICAL ASSISTANT
UWHC MEDICAL LABORATORY TECHNICIAN*
UWHC MEDICAL TRANSCRIPTIONIST*
UWHC NUCLEAR MEDICINE IMAGING SPECIALIST
UWHC NURSING ASSISTANT
UWHC NUTRITION TECHNICIAN
UWHC OCCUPATIONAL THERAPIST ASSISTANT
UWHC OPHTHALMIC ASSISTANT
UWHC ORTHOTIC TECHNICIAN
~~UWHC ORTHOPEDIC APPLIANCE TECHNICIAN~~
UWHC PATIENT ACCOUNT REPRESENTATIVE
UWHC PATIENT SAFETY ASSISTANT
UWHC PATIENT SERVICES AIDE
UWHC PERFUSIONIST ASSISTANT
UWHC PHARMACIST ASSISTANT
UWHC PHARMACY TECHNICIAN
UWHC PHLEBOTOMIST

UWHC PHYSICAL THERAPIST ASSISTANT
 UWHC RADIATION DOSIMETRIST
 UWHC RADIATION THERAPIST
~~UWHC RADIOGRAPHIC FILM TECHNICIAN~~
 UWHC RADIOLOGICAL SVS ENGINEERING TECH
 UWHC REHABILITATION THERAPIST ASSISTANT
 UWHC RESPIRATORY THERAPIST
APPENDIX 4 –continuedUWHC RESPIRATORY THERAPIST ASSISTANT
~~UWHC RESPIRATORY THERAPY MATERIALS REPRO ASSIST~~
 UWHC SEIZURE MONITORING TECHNICIAN
 UWHC SLEEP SPECIALIST
 UWHC SURGICAL TECHNICIAN*
 UWHC ULTRASONOGRAPHER
~~UWHC UROLOGY TECHNICIAN~~

*Implemented at one level only for current classes (ie. orsa2=surg tech obj)

*The Employer and the Union agree that the classes designated above by an asterisk, will be discussed with Council 24 and the Local prior to hiring at the advanced level.

**APPENDIX 5
2004-2009 AGREEMENT**

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Adjusted Continuous Service	Maximum Matching Credits - General
15	780
16	832
17	884
18	936
19	988
20	1,040
21	1,092
22	1,144
23	1,196
24	1,248
25	1,352
26	1,456
For each additional year:	Add 104 hours

APPENDIX 6
Classifications Created with Contract Implementation

Job Code	New Classification Title	New Pay Grade	Pay Grade in Former Classification	HAM	HAM Title
9714	UWHC CASTING TECHNICIAN - Associate	I	I		HAM Title
9715	UWHC CASTING TECHNICIAN - Objective	K	L		HAM Title
9716	UWHC CASTING TECHNICIAN - Senior	N	O		HAM Title
9294	UWHC CODING TECHNICIAN - INPATIENT - Associate	L	M		HAM Title
9295	UWHC CODING TECHNICIAN - INPATIENT - Objective	N	O		HAM Title
9296	UWHC CODING TECHNICIAN - INPATIENT - Senior	O	P		HAM Title
9934	UWHC ENDOSCOPY TECHNICIAN - Associate	G	G		HAM Title
9935	UWHC ENDOSCOPY TECHNICIAN - Objective	I	I		HAM Title
9214	UWHC INVENTORY CONTROL SPECIALIST - Associate	E	E		
9215	UWHC INVENTORY CONTROL SPECIALIST - Objective	F	F		
9216	UWHC INVENTORY CONTROL SPECIALIST - Senior	H	H		
9717	UWHC ORTHOTIC TECHNICIAN - Associate	I	I		HAM Title
9718	UWHC ORTHOTIC TECHNICIAN - Objective	K	L		HAM Title
9719	UWHC ORTHOTIC TECHNICIAN - Senior	N	O		HAM Title

APPENDIX 7
Classifications Receiving First Year or Second Year Market Increases

Market Increases

Job Code	Year 1	Title	Year 2
9882	UWHC DIALYSIS PATIENT CARE TECHNICIAN - Objective 2%		
9883	UWHC DIALYSIS PATIENT CARE TECHNICIAN - Senior 2%		
9501	UWHC ELECTROCARDIOGRAPH TECHNICIAN - Associate		5%
9502	UWHC ELECTROCARDIOGRAPH TECHNICIAN - Objective 5%		
9503	ELECTROCARDIOGRAPH TECHNICIAN - Senior		UWHC 5%
9934	UWHC ENDOSCOPY TECHNICIAN - Associate		1%
9935	UWHC ENDOSCOPY TECHNICIAN - Objective		1%
9561	UWHC HISTOLOGY TECHNICIAN – Associate		6%
9562	UWHC HISTOLOGY TECHNICIAN – Objective 6%		
9563	UWHC HISTOLOGY TECHNICIAN – Senior		6%
9692	UWHC IMAGING SPECIALIST - CT - Objective 1%		
9693	UWHC IMAGING SPECIALIST - CT - Senior		1%
9695	UWHC IMAGING SPECIALIST - MR - Objective 1%		
9696	UWHC IMAGING SPECIALIST - MR - Senior 1%		
9201	UWHC INFORMATION ASSISTANT - Associate		1%
9202	UWHC INFORMATION ASSISTANT - Objective		1%
9203	UWHC INFORMATION ASSISTANT - Senior		1%
9451	UWHC MAINTENANCE MECHANIC – Associate		1%
9452	UWHC MAINTENANCE MECHANIC – Objective		1%
9453	UWHC MAINTENANCE MECHANIC – Senior		1%
9372	UWHC MATERIALS REPROCESSING ASSISTANT - Objective 2%		
9373	UWHC MATERIALS REPROCESSING ASSISTANT - Senior		2%
9571	UWHC MEDICAL LABORATORY TECHNICIAN – Associate		3%
9572	UWHC MEDICAL LABORATORY TECHNICIAN – Objective		3%
9573	UWHC MEDICAL LABORATORY TECHNICIAN – Senior		3%
9662	UWHC NUCLEAR MEDICINE IMAGING SPECIALIST - Objective		4%
9663	UWHC NUCLEAR MEDICINE IMAGING SPECIALIST - Senior 4%		
9611	UWHC PHARMACY TECHNICIAN - Associate 3%		
9612	UWHC PHARMACY TECHNICIAN – Objective 3%		
9361	CLERK – Associate		UWHC SUPPLY
			1%
9362	UWHC SUPPLY CLERK – Objective		1%
9363	UWHC SUPPLY CLERK – Senior		1%

APPENDIX 8

Year 1 Pay Grade Reassignments

Job Code	Old Grade	Title	New Grade
9293	UWHC CODING TECHNICIAN - Senior O		
		P	
9972	UWHC DENTAL HYGIENIST		W
9561	UWHC HISTOLOGY TECHNICIAN - Associate		K L
9562	UWHC HISTOLOGY TECHNICIAN - Objective L		M

UWHC IMAGING SPECIALIST - ANGIOGRAPHY
 UWHC LICENSED PRACTICAL NURSE
 UWHC LITHOTRIPSY SPECIALIST
 UWHC MATERIALS REPROCESSING ASSISTANT
 UWHC MEDICAL ASSISTANT
 UWHC ENDOSCOPY TECHNICIAN
 UWHC MEDICAL LABORATORY TECHNICIAN
 UWHC MEDICAL TRANSCRIPTIONIST
 UWHC NUCLEAR MEDICINE IMAGING SPECIALIST
 UWHC OCCUPATIONAL THERAPIST ASSISTANT
 UWHC ORTHOPEDIC APPLIANCE TECHNICIAN
 UWHC CASTING TECHNICIAN
 UWHC ORTHOTIC TECHNICIAN
 UWHC PHARMACIST ASSISTANT
 UWHC PHARMACY TECHNICIAN
 UWHC PHLEBOTOMIST
 UWHC PHYSICAL THERAPIST ASSISTANT
 UWHC RADIATION DOSIMETRIST
 UWHC RADIATION THERAPIST
 UWHC RESPIRATORY THERAPIST
 UWHC SLEEP SPECIALIST
 UWHC SURGICAL TECHNICIAN
 UWHC ULTRASONOGRAPHER

APPENDIX 10
Classifications Eligible for 15 Cent Increase in Year 1

Job Code	Title	Pay Grade
9321	CAFETERIA CASHIER - Associate	A
9322	CAFETERIA CASHIER - Objective	C
9323	CAFETERIA CASHIER - Senior	E
9381	CENTRAL SERVICES TECHNICIAN - Associate	C
9382	CENTRAL SERVICES TECHNICIAN - Objective	E
9383	CENTRAL SERVICES TECHNICIAN - Senior	F
9302	CUSTODIAN - Objective	B
9303	CUSTODIAN - Senior	D
9412	DRIVER - Objective	D
9413	DRIVER - Senior	H
9431	FACILITIES MAINTENANCE TECHNICIAN - Associate	D
9432	FACILITIES MAINTENANCE TECHNICIAN - Objective	E
9433	FACILITIES MAINTENANCE TECHNICIAN - Senior	F
9421	FACILITIES REPAIR WORKER - Associate	D
9422	FACILITIES REPAIR WORKER - Objective	E
9423	FACILITIES REPAIR WORKER - Senior	F
9312	FOOD SERVICE WORKER - Objective	B
9313	FOOD SERVICE WORKER - Senior	D
9531	GLASSWARE/MEDIA PREP TECHNICIAN - Associate	B
9532	GLASSWARE/MEDIA PREP TECHNICIAN - Objective	C
9812	HOME HEALTH PERSONAL CARE WORKER	A
9201	INFORMATION ASSISTANT - Associate	C

9202	INFORMATION ASSISTANT - Objective				E
9203	INFORMATION ASSISTANT - Senior				F
9402	LABORER - Objective		B		
9403	LABORER - Senior	C			
9371	MATERIALS REPROCESSING ASSISTANT - Associate				C
9372	MATERIALS REPROCESSING ASSISTANT - Objective				E
9373	MATERIALS REPROCESSING ASSISTANT - Senior				F
9832	PATIENT SERVICES AIDE – Objective			D	
9833	PATIENT SERVICES AIDE - Senior			E	
9682	RADIOGRAPHIC FILM TECHNICIAN			C	
9351	SHIPPING AND MAILING CLERK - Associate				B
9352	SHIPPING AND MAILING CLERK - Objective				C
9353	SHIPPING AND MAILING CLERK - Senior				D
9392	STOCK CLERK	C			
9361	SUPPLY CLERK - Associate		B		
9362	SUPPLY CLERK - Objective		C		
9363	SUPPLY CLERK - Senior		D		
9364	SURGICAL SERVICES SUPPLY CLERK - Associate				D
9365	SURGICAL SERVICES SUPPLY CLERK - Objective				E
9366	SURGICAL SERVICES SUPPLY CLERK - Senior				F

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