

# **AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF WISCONSIN HOSPITAL  
AND CLINICS AUTHORITY**

**AND THE**

**WISCONSIN SCIENCE PROFESSIONALS AND  
WISCONSIN PROFESSIONAL EMPLOYEES  
COUNCIL**

**AMERICAN FEDERATION OF TEACHERS WISCONSIN, AFL-CIO**

**May 1, 2004 – April 30, 2007**

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## **AGREEMENT**

This Agreement made and entered into this 5<sup>th</sup> day of November, 2004, at Madison, Wisconsin, pursuant to the provisions of the Wisconsin Employment Peace Act and other relevant Wisconsin Statutes, University of Wisconsin Hospitals and Clinics Authority (UWHCA), (hereinafter referred to as the Employer) and the Wisconsin Science Professionals, AFT Local 3732, and Wisconsin Professional Employees Council, AFT Local 4848 as representative of employees employed by the UWHCA, (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

## **PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of the Wisconsin Employment Peace Act and other relevant 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 UWHCA 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 1**  
**Scope of the Agreement**

1/1/1 This Agreement relates to employees of the UWHCA in the appropriate collective bargaining unit for WSP, as defined by the Wisconsin Employment Relations Commission certifications Cases XXI and XXVI, Nos. 15845 and 16009, SE 56 and 61, Decision Nos. 11328-F and 11329-F, respectfully dated October 12, 1973 and as may be amended by the Wisconsin Employment Relations Commission. This Agreement also relates to professional employees in the appropriate collective bargaining unit for WPEC, as identified in sec. 111.05 (5)(a) , Wis. Stats, and within the fiscal and staff services occupational grouping as determined by the Wisconsin Employment Relations Commission. Such employees shall include professional employees, defined as:

- A. Any Employee engaged in work:
  - 1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
  - 2. Involving the consistent exercise of discretion and judgment in its performance;
  - 3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
  - 4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a long course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or
- B. Any employee who:
  - 1. Has completed the courses of specialized intellectual instruction and study described in paragraph A., 4., and
  - 2. Is performing related work under the supervision of a professional person to qualify the employee to become a professional employee as defined in paragraph A.

**ARTICLE II**  
**Recognition and Union Security**

**Section 1 Bargaining Unit**

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

**PROFESSIONAL-SCIENCE**

**CLASSIFICATIONS AND PAY RANGES**

**WSP**

**2004-2005 Pay Ranges**

CLASSIFICATIONS	PAY RANGE	Range minimum / maximum
Chemist	7	\$42,801 - \$68,482
Associate Medical Technologist	5	\$33,319 – \$53,310
Medical Technologist	6	\$38,103 - \$60,965
Senior Medical Technologist	7	\$42,801 - \$68,482
<u>Associate Cytotechnologist</u>	6	\$38,103 - \$60,965
<u>Cytotechnologist</u>	7	\$42,801 - \$68,482
<u>Senior Cytotechnologist</u>	8	\$47,586 - \$76,137

**WPEC**

**2004-2005 Pay Ranges**

CLASSIFICATIONS	PAY RANGE	Range minimum / maximum
Art Coordinator	5	\$33,319 – \$53,310
House Staff Specialist	5	\$33,319 – \$53,310
<u>Senior House Staff Specialist</u>	6	\$38,103 - \$60,965
<u>Radiology House Staff Specialist</u>	5	\$33,319 – \$53,310
Quality Improvement Coordinator	7	\$42,801 - \$68,482
Associate Purchasing Agent	4	\$29,404 - \$47,046
Purchasing Agent	5	\$33,319 – \$53,310
Plant Engineering Service Coordinator	5	\$33,319 – \$53,310
Surgical Services Scheduler	5	\$33,319 – \$53,310
Laboratory Information Specialist	5	\$33,319 – \$53,310
Gift Shop Supervisor	6	\$38,103 - \$60,965
End User Support Technician	5	\$33,319 - \$53,310
<u>Senior End User Support Technician</u>	6	\$38,103 - \$60,965
Mainframe Support Analyst	7	\$42,801 - \$68,482



Trainer	6	\$38,103 - \$60,965
Telecommunications/Network Specialist	6	\$38,103 - \$60,965
<u>Network Analyst</u>	6	\$38,103 - \$60,965
Senior Network Analyst	7	\$42,801 - \$68,482
Associate Telecommunications Analyst	5	\$33,319 – \$53,310
Telecommunications Analyst	6	\$38,103 - \$60,965
Senior Telecommunications Analyst	7	\$42,801 - \$68,482

**2/1/2** Employees excluded from this collective bargaining unit are all confidential, supervisory, managerial, employees.

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

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

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

**A. Dues deduction**

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

**2/2/2** Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the UWHC. New individual orders will be submitted on or before the 25th day of any month for deduction

the following pay period. Such deductions shall be evenly divided between the A and B pay periods. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

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

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

#### **B. Fair Share Deduction**

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

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

**C. Maintenance of Membership Deduction**

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

**D. COPE Deduction:**

**2/2/8** Employees may authorize, by separate written order, a COPE deduction. The specified amount of the deduction will appear on a form provided by the Union. Once annually, employees may change the amount of their COPE deduction.

**2/2/9** Employees will designate a uniform dollar amount for all members of the bargaining unit authorizing deductions.

## **E. Indemnification**

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

## **F. Administrative Errors**

**2/2/11** The Employer's obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee's pay within sixty (60) days following the discovery of the administrative error, but only if there are sufficient earnings to cover the adjustment after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance and life insurance.

## **Section 3 Personnel Lists**

**2/3/1** The Employer will furnish the Union on a biweekly basis an alphabetical list of active employees (in pay status) in the bargaining unit. The list will show the name mailing address, work address, department code, class code, current hourly base pay rate and seniority date for each employee. Each list shall identify those employees who are in pay status for the first time (new) and also identify those employees who were in pay status on the previous list but are not in pay status on the current list (term). A notation will also be included on the list if any information regarding an employee changed from the previous pay period. These lists shall be sent via inter-departmental mail to the designated Union representative. Upon request of the Union, the Employer will furnish these lists in computer readable form.

**2/3/2** Within thirty (30) calendar days of the effective date of the Agreement, the Employer will furnish to the Union a current list of all approved subtitles for classifications in the bargaining unit and will notify the Union of any changes in the list as they occur.

#### **Section 4 Union Activity**

**2/4/1** Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on work time except as specifically authorized by the provisions of this Agreement. The Union will be permitted use of UWHC facilities for informational purposes under the same terms and conditions as apply to other groups and organizations.

#### **Section 5 Visitations**

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

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

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

#### **Section 6 Telephone Use**

**2/6/1** Union officers and representatives will be allowed to use telephone facilities for Union business. The Union will reimburse the Employer for all long distance, STS, or other line charges. Telephone use under the terms of this provision as it relates to FAX transmission is limited to use of existing Employer facsimile machines for communication between union and management, or where there exists agreements providing for communication by Union officers and representatives to other union officers for Union business.

## **Section 7      Printing of Agreement**

**2/7/1** The Employer shall be responsible for the printing of this Agreement. The Employer and the Union shall agree on the printer and the cost of printing this Agreement. The Employer shall provide the Union an opportunity to proof this Agreement prior to printing and distribution. Any material put into the Agreement that is not initialed and proofed by the Employer and Union will not be considered a valid part of this Agreement. The Union shall reimburse the Employer for fifty percent (50%) of the cost of printing this Agreement. The Union will furnish a copy of this Agreement to each new employee. Prior to printing of the Agreement, the Employer and the Union shall meet to mutually determine the number of Agreements to be printed.

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

## **Section 8      Bulletin Boards**

**2/8/1** The Employer shall provide space on existing management bulletin boards at UWHC. The nominal size of the bulletin board space shall be sufficient to allow the posting of four 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed pursuant to 2/10/1 (Union-Management Meetings-Department). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

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

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

**Section 9      Distribution of Notices**

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

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

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

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

## **Section 10 Union-Management Meetings**

**2/10/1** The appropriate representative(s) of the UWHC will meet with the appropriate representative(s) of the Union when necessary and as mutually agreed upon. Such meetings will be held to consider and discuss matters of interest to either party. Agenda items must be submitted by the party requesting the meeting. It is understood by the parties that active grievances will not be discussed at these meetings.

**2/10/2 Pilot Programs.** The parties agree that it is in their best interests to identify mutual problems and concerns and develop action plans for their resolution. The Union and the Employer may meet pursuant to 2/10/1 to discuss, develop and pilot unique solutions not specifically authorized by other language of the Agreement to solve workplace problems. Implementation, modification, or extension of any such pilot program shall be by mutual written agreement of the parties.

Either party may propose a pilot program for consideration. Within thirty (30) calendar days of receiving a pilot program proposal, the parties shall agree upon a scheduled date to meet. The parties shall discuss the specifics of the proposed program and, if agreement is reached, shall attempt to develop a joint plan for implementation. If a pilot program is to be implemented, a document describing the specifics of the program will be distributed to the officers of the Locals, the AFT-Wisconsin staff representative and the UWHC Director of Employee and Labor Relations.

Alternative Work Patterns and Charge Pay will be discussed as a potential pilot program during the life of this Agreement. If the parties agree to a pilot program for Charge pay, the differential will be set at a rate of \$1.00 per hour.

## **Section 11 Conventions**

**2/11/1** Once annually no more than five (5) employees who are duly credentialed delegates or alternates to the American Federation of Teachers-Wisconsin (AFT-W) annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.



**2/11/2** Once annually no more than two (2) employees from WSP and one (1) from WPEC who are duly credentialed delegates or alternates to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

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

**2/11/4** Once during the term of this Agreement no more than two employees from WSP and one (1) who are duly credentialed delegates or alternates to the AFL-CIO Legislative Conference shall be granted time off without pay not to exceed two (2) days to attend said conference provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

**2/11/5** Once during the term of this Agreement no more than three (3) employees from WSP and three (3) employees from WPEC who are duly credentialed delegates or alternates to the Wisconsin AFL-CIO Public Employees Conference shall be granted time off without pay not to exceed one (1) day to attend said conference provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

**2/11/6** Once annually no more than three (3) employees from WSP and three (3) employees from WPEC who are duly credentialed delegates or alternates to the Wisconsin Science Professionals

annual convention shall be granted time off without pay not to exceed one (1) day to attend said convention provided the staffing and scheduling requirements are met. The employees must give the employing unit 14 calendar days advance notice of their attending this convention.

**2/11/7** Employees on leave of absence without pay pursuant to 2/11/1 through 2/11/6, above shall continue to earn vacation, length of service and sick leave credits during these leaves of absence without pay.

**2/11/8 (WPEC only)** Where necessary, management reserves the right to change schedules of FLSA exempt employees who utilize leave without pay under this section in order to conform to FLSA requirements with respect to leave without pay for an entire work day.

## **Section 12 Leave Without Pay For Union Business**

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

- A. No employee may use more than ten (10) days per year unless additional days are mutually agreed upon between the Employer and the employee.
- B. During each year of the Agreement, no more than twelve (12) days shall be used by employees from the same organizational unit at the same job headquarters.
- C. Not more than two (2) employees from the same organizational unit at the same job headquarters may be on leave at one time.
- D. No leave shall be granted for less than one (1) day.
- E. The Employer must be given fourteen (14) calendar days notice of such leave, unless mutually agreed otherwise. Leave requests will be approved unless operational needs do not permit.

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

## **Section 13 Union Orientation**

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

**ARTICLE III**  
**Management Rights**

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

**3/1/2** Management rights include:

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

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

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

collective bargaining unit or another collective bargaining unit represented by the same labor organization.

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

## **ARTICLE IV Grievance Procedure**

### **Section 1      Definition**

**4/1/1** A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision(s) of this agreement. The grievance procedure as set forth below shall be the exclusive procedure for adjustment of disputes arising from the application and the interpretation of the Agreement.

- A.      Individual.** A grievance filed by an employee covering that single employee.
- B.      Group.** A grievance which covers more than one employee and which involves like circumstances and facts for the grievants involved. Group grievances must be so designated at the first step of the grievance procedure and include a list of all employees covered by the grievance.
- C.      Union.** A grievance filed by Union officers or designated representatives alleging violation of the provisions of this Agreement or when the Employer's interpretation of this Agreement leads to controversy with the Union over the application of the Agreement.

**4/1/2** Each written grievance that is filed must contain all information requested on the appropriate grievance form. A written grievance must be presented to the appropriate Employer representative within 30 calendar days of the alleged violation.

**4/1/3** An employee may choose to have his/her designated Union representative represent him or her at any step of the grievance procedure. If a grievance is presented to the Employer without a Union representative being signified on the form, the Employer will notify the appropriate Union representative and afford him/her the opportunity to be present at the grievance meeting.

**4/1/4** The parties will make a good faith effort to maintain confidentiality of filed grievances.

### **Section 2      Procedure**

**4/2/1** The Employer and Union are committed to resolving disputes at the earliest opportunity. In recognition of this, the employee should first contact his or her immediate supervisor to discuss

and seek resolution of the issue. Supervisors and employees are strongly encouraged to resolve problems at this level.

There may be two Employer representatives, the grievant, and one Union representative at each grievance meeting. Additional representatives may be present when mutually agreed to.

**4/2/2 Pre-grievance meeting.** Prior to filing a written formal grievance, the Union representative will contact the immediate supervisor of the grievant or the appropriate management representative to attempt to mutually resolve the matter. The grievant may also be present at this meeting. This contact may be made by phone. This meeting must occur prior to scheduling a formal Step One hearing unless there is a mutual written agreement to waive this pre-grievance meeting requirement.

Grievances involving discharge, suspensions, and non-voluntary demotions shall be filed directly to Step Two of the grievance procedure and do not require a pre-grievance meeting. Should the parties mutually agree, a pre-grievance meeting may be scheduled prior to the filing of such grievances.

The parties may mutually agree to waive any step of the grievance procedure.

**4/2/3 Step One.** Within 14 calendar days of receipt of the written Step One grievance, the department head (or designee) will schedule, hear, and answer the Step One grievance. If a response to the grievance is not received by the Union within the 14 calendar days, the grievance will automatically be moved to Step Two of the grievance procedure.

**4/2/4 Step Two.** If dissatisfied with the employer's answer in Step One, the grievance may be presented to the Human Resources Department for further consideration. The Step Two grievance must be presented within 7 calendar days from the grievant's receipt of the Step One answer. Within 14 calendar days of receipt of the Step Two grievance, the designated Human Resources representative will schedule, hear, and answer the Step Two grievance. A non-employee representative of the Union will also be afforded an opportunity to be present at the Step Two grievance hearing.

**4/2/5 Step Three (Arbitration).** If dissatisfied with the Employer's answer in Step Two, the Union may present the grievance to the Human Resources Department for an appeal to arbitration. The Step Three grievance must be presented within 14 calendar days from the Union's receipt of the Step Two answer. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated based on the Step Two answer without prejudice or precedent in the resolution of future grievances. The issue as stated in the Step Two grievance will constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

### **Section 3 Time Limits**

**4/3/1** Grievances not appealed within the designated time limits in any step of the procedure will be considered untimely and adjudicated based on the Employer's response to the previous step. Grievances not answered by the Employer within the designated time limits will not be considered a violation of the contract, but, may be appealed to the next step in the procedure within 7 calendar days of expiration of the designated time limits. The parties may mutually agree to waive time limits.

### **Section 4 Arbitration**

**4/4/1 Choosing an Arbitrator** The parties, acting jointly, shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators (NAA). The parties shall select one arbitrator from the panel by alternately striking names until only one remains. The party striking first shall be determined by the toss of a coin, with the loser striking first.

**4/4/2 Costs.** 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. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

**4/4/3 Arbitrator's Authority.** On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator may be selected 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 any matters which are not obtained in the negotiating process. The decision of the arbitrator will be final and binding on both parties of this Agreement.

## **Section 5      Retroactivity**

**4/5/1** Settlement of a grievance 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, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the pre-grievance step or the Step One grievance whichever comes earlier. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Withdrawal of a grievance under the above circumstances shall not establish a precedent for future grievances. Retirement shall not be considered a voluntary termination for the purposes of this section.

## **Section 6      Grievance Representatives**

**4/6/1 Jurisdictions.** The Union shall designate the jurisdictional area and/or shift for each representative. Each jurisdictional area and/or shift shall be limited to minimize the loss of work time.

**4/6/2 Designation.** The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas and shifts within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union at least ten (10) days prior to the effective date of the changes..

## **Section 7      Processing Grievances**

**4/7/1 Investigation.** The grievant and designated Union representative will be permitted a reasonable amount of time without loss of pay to meet to investigate and process a grievance. As soon as possible after a request from the grievant, the employee's supervisor will arrange a meeting to take place for the employee and his / her Union representative through the Union representative's supervisor. Only one designated Union representative will be permitted to process any one grievance without loss of pay. Further, in a group grievance, only one grievant, appearing without loss of pay, shall be the spokesperson for the group.

**4/7/2 Grievance Meetings.** The pre-grievance meeting and Step One and Step Two meetings shall be held during the grievant's regularly scheduled hours of employment unless mutually agreed otherwise. The employer will make reasonable attempts to schedule these meetings on the steward's regularly scheduled hours. The employer shall designate the time and location for such meetings. The grievant shall attend without loss of pay.

The designated Union representative shall attend without loss of pay provided that the meeting occurs during his/her regularly scheduled hours of work.

Wherever possible the pre-grievance and grievance meetings will be held at a time when both the grievant and representative are scheduled to work.

It is understood that the grievance time limits may need to be extended to accommodate these provisions and that work schedules need not be changed.

## **Section 8      Definition of Probationary Employees**

**4/8/1** The term "probationary employee" as used in this agreement relates to all employees serving a probationary period as defined below. All original and all promotional appointments to permanent positions shall be for a probationary period of six (6) months except in 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.

**Section 9 Exclusion of Probationary Employee**

**4/9/1** The retention or release of probationary employees shall not be subject to the grievance procedure.

**Section 10 Prohibited Subjects of Bargaining**

**4/10/1** It is recognized that complaints of employees concerning prohibited subjects of bargaining under Article III of this Agreement are not grievable.

**ARTICLE V**  
**Seniority**

**Section 1      General**

**5/1/1** The seniority date is the date an employee was hired to work at UWHC. If an employee was hired prior to 7/1/97, then the employee's seniority date will be his or her State seniority date. 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 service at UWHC unless the legislation or the executive order causing such accretion specifies differently. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

**Section 2      Separation**

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

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

- A. Where an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.
- B. If an employee voluntarily resigns, but is permissively reinstated within one year to the same classification he or she previously attained permanent status in, he/she shall retain his/her original date of employment, and no probationary period will be required. The employee's salary will be computed as if the employee had not left the employment at the UWHC.
- C. An employee reinstated pursuant to this provision shall have the following rights; 1) his or her prior sick leave balance restored (provided the employee has not withdrawn his or her WRS benefits); 2) immediate employer sponsored health care; and 3) all other seniority related rights provided elsewhere in this agreement, including but not limited to, vacation accrual rights, vacation selection rights,

contractual transfer rights, and layoff rights. Any provision of this clause violating any section of the law related to the Wisconsin Retirement Benefit system not be put into operation and will be void.

**5/2/3** 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 oldest employee considered having the greatest seniority.

**Section 3      Application**

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

**Section 4      Seniority Lists**

**5/4/1** Information on seniority will be maintained in the Human Resources Department and shall be available to Union representatives and employees upon request.

## **ARTICLE VI Hours of Work**

### **Section 1     General**

**6/1/1** The employees covered by this contract are professional employees, although for pay purposes WSP employees and some WPEC employees are treated as non-exempt employees for purposes of the FLSA and Wisconsin's wage and hour laws.

### **Section 2     Definitions**

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

**6/2/2** The standard basis of employment for full-time employees is eighty hours (80) in a biweekly pay period for WSP and forty (40) in a seven day work week for WPEC exempt and non-exempt employees, except that additional hours of work may be required by the Employer.

**6/2/3** Employees will be provided five (5) days notice of changes in work schedules, unless operational needs do not permit.

**6/2/4** The employer shall provide at least 12 consecutive hours off between regularly scheduled shifts unless mutually agreed between the Employer and the Employee.

**6/2/5** Work schedules shall set the hours of work for not less than a two-week period. Work schedules shall be posted not later than 2 weeks prior to the commencement of the first work day of such schedule.

**6/2/6** Employees within a work unit may request approval from the Employer to trade shifts with one another. Such trades must be consistent with work assignment and qualification of employees involved as determined by Employer. Only trades requested at least 24 hours in advance of the first day of the trade will be considered by the Employer; exceptions to the 24-hour notice requirement may be made at the discretion of the Employer. If the trade request is

made for a trade, which is to take place on a Sunday or a Monday, 72-hours advance notice shall be provided by the Employee.

6/2/7 For the purpose of 12/12/1 hours of holiday leave will be considered hours worked in the computation of overtime.

### **Section 3 Professional Time WPEC (Exempt Employees Only)**

6/3/1 Professional time may be available to an FLSA exempt employee in recognition of his/her status as a professional for additional time worked in excess of his/her scheduled hours of employment, giving consideration to:

- A. the concept of professional time need not be approved on an hour-for-hour basis for extra work beyond his/her scheduled hours of employment; and
- B. the fact that an employee covered under this section has a degree of job responsibility and flexibility neither assumed nor granted to other employees; and
- D. approval may be for a single occurrence or for the continuing use of professional time as determined by the supervisor.

6/3/2 Requests for use of professional time will require approval by the appropriate supervisor who may grant requests giving, consideration to:

- A. programs needs; and
- B. recognition that an exempt employee has worked beyond his/her scheduled hours of employment.

### **Section 4 Compensatory Time**

#### **A. WSP (non-exempt only)**

6/4/1 All employees, whether full or part-time, who are directed by their supervisor to work hours in excess of their regularly scheduled 80 hours in a biweekly pay period or 8 hours in a day, shall earn shall earn compensatory time credits. The employer has the discretion to pay these credits in terms of compensatory time or cash, or any combination of the two. Full-time

employees shall earn compensatory time at their overtime rate consistent with the FLSA and Wisconsin's wage and hour laws.

Part-time employees (all employees whose FTE is less than 100%) may request to earn compensatory time rather than additional straight time wages. If such employees work less than 80 hours in a biweekly pay period or less than 8 hours in a day then such credits will be earned at their normal rate. The employer has discretion to pay compensatory time in cash or time-off or in any combination of the two.

**B. WPEC non-exempt only**

6/4/2 When non-exempt employees are directed by their supervisor to work hours in excess of their regularly scheduled forty (40) hours in a workweek, shall earn compensatory time credits. The employer has the discretion to pay these credits in terms of compensatory time or cash, or any combination of the two. Full-time employees shall earn compensatory time at their overtime rate consistent with the FLSA and Wisconsin's wage and hour laws.

Part-time employees (all employees whose FTE is less than 100%) may request to earn compensatory time rather than additional straight time wages. The employer has discretion to pay compensatory time in cash or time-off or in any combination of the two, provided so doing is consistent with the FLSA and Wisconsin's wage and hour laws.

6/4/3 All such compensatory time credits shall be scheduled in accordance with Section 6, below.

6/4/4 Each pay period in which an employee's compensatory time balance exceeds forty (40) hours, those credits in excess of forty (40) hours will be paid out in cash the following pay period.

6/4/5 An employee may request, in writing, a cash payout of any or all banked compensatory time no more than four (4) times in a calendar year (as determined by the employee). Any denial of this request shall be in writing.



## **Section 5      Work Schedules**

**6/5/1** The parties agree that the terms "matters of interest to either party" contained in 2/10/1 of this Agreement (Union-Management Meetings,) specifically include matters relating to work schedules, but is not limited to the following:

- A.      Accommodation of employee shift preferences
- B.      Shift rotations
- C.      Shift beginning and ending times and shift overlap periods
- D.      Scheduling of days off
- E.      Posting and advance notice of work schedule changes
- F.      Alternative work schedules
- G.      Scheduling of work hours and time off.
- H.      Professional time

**6/5/2** The parties agree that all employees should receive one (1) fifteen (15) minute rest period during each four (4) hours of a shift, operational needs permitting. Management shall make every reasonable effort to relieve the employee of his/her duties during the employee's rest period. If an employee does not receive a rest period during a four hour period within a shift because of operational requirements, such rest period may not be taken on any other work day. The administration of this provision shall be subject of labor /management meetings.

## **Section 6      Scheduling of Vacation, Personal Holidays and Compensatory Time Off**

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

**6/6/2** In scheduling vacation (annual leave), personal holidays, or compensatory time credits, choice of time and amounts shall as far as practicable be governed by seniority as defined in Article V. Once these periods of absence have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may

reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect any other employee's scheduled period of absence. It is the expressed intent of the Employer to exercise the authority to change such schedule periods as seldom as possible.

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

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

**6/6/5** Notwithstanding 6/6/2 above, employees shall be permitted to carry-over forty (40) hours of earned annual leave credit to be used by the employee by June 1<sup>st</sup> of the ensuing calendar year. The Employer may choose to approve a request to exceed forty (40) hours. As soon as administratively practicable after June 1<sup>st</sup> of each calendar year, employees shall receive a cash payment for any annual leave credit remaining in his/her vacation account as of that date. WPEC cash out effective date is June 1<sup>st</sup> 2005. WSP cash out effective date is June 1<sup>st</sup> 2006.

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

**6/6/7** Employees permitted to carry unused compensatory time credits into the new calendar year shall use such credits prior to July 1. If the Employer does not permit employees to use these credits prior to July 1, the Employer will pay the unused credits in cash.

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

**Section 7      Weekend Differential**

**6/7/1** The Employer agrees to pay a weekend differential of \$2.00 per hour for hours worked which are in pay status between 12:01 a.m. Saturday and 11:59 p.m. Sunday.

**6/7/2 (WPEC Only) Night Differential.** When an employee is directed by the Employer to work, the Employer agrees to pay a night shift differential of \$2.50 per hour for all hours worked between the hours of 6:00 p.m. and 7:00 a.m.

**Section 8      Standby**

**6/8/1** 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 \$3.00 (three dollars) for each hour the employee is placed in standby status. This standby payment is in addition to the employee's hourly wage paid for each hour worked if actually called in, and is not decreased by the number of hours the employee works.

**6/8/2** Employees who are required to call in on weekends or unscheduled work days for work assignments shall receive one standby fee equivalent to an eight (8) hour period.

**6/8/3** When an employee is on standby or on call, the Employer shall specify the time period within which the employee shall report, if called.

**Section 9      Responsibility Pay**

**6/9/1** Medical Technologists, Microbiologists, and Chemists at the U.W. Hospital Clinical Laboratories who work between the hours of 6 p.m. and 7 a.m. when the availability of medical and professional support staff is reduced, shall receive responsibility pay at the rate of \$3.25 (three dollars and twenty-five cents) per hour.

**6/9/2** The rates provided for in 6/7/1, 6/8/1 and 6/9/1 above shall become effective the first day of the pay period following the effective date of the Agreement.

#### **Section 10    Alternative Work Patterns**

**6/10/1** The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments. Implementation of alternative work patterns shall be by mutual agreement between the Employer and the Union.

**6/10/2 (WPEC only)** Exempt employees who are called up by the Employer and can perform the needed work at home shall be eligible for compensatory time, not necessarily on an hour for hour basis when the work performed exceeds one hour per call up.

#### **Section 11    Call-Back Pay**

**6/11/1** Employees called back for duty or called in on the employees' day off will be guaranteed an amount equal to four (4) hours pay if such duty is shorter than four (4) hours in duration. The four hours in duration would not include travel time. In addition, the employee will also be compensated for 30 minutes travel time each way.

#### **Section 12    Overtime**

**6/12/1** The Employer agrees to compensate employees who are in positions determined to be FLSA non-exempt 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 of overtime, and in accordance with the 8/80 biweekly work weeks for WSP (non-exempt employees), and a seven day 40- hour work week for WPEC (non-exempt employees).

## **ARTICLE VII Transfers**

### **Section 1      Transfer Notification**

7/1/1 An employee who has permanent status in the employees current classification and desires to transfer within the employees classification or same job family within the UWHC, shall file a written request as prescribed by the Employer with the Human Resources Department indicating that interest. The Human Resources Department will announce the permanent vacancy for a period of five (5) workdays within the hospital.

### **Section 2      Screening Process**

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

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

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

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

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

7/2/6 When the Employer conducts transfer interviews, necessary and reasonable time for such interviews within the headquarters city, and same classification or job family shall be without loss of pay.

### **Section 3 Notice of Non-Selection**

7/3/1 In the event no employee is selected from the transfer applicants, upon written request from an employee who requested a transfer but was not selected, the Employer will inform that employee in writing of the reasons for his/her non-selection. An employee who requested a transfer but was not selected may file a grievance under this Article only if no employee is selected from the transfer applicants.

### **Section 4 Definition of Permanent Vacancy**

7/4/1 For purposes of this Article, a permanent vacancy is created:

- A. When the Employer has approval to increase the work force and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers out of the bargaining unit, promotion or demotion;

### **Section 5 Transfer Limitations**

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

7/5/2 Employees may not transfer under the provisions of Section 1 of this Article more often than once every six (6) months.

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

**Section 6      Family Groups Defined (WPEC only)**

**7/6/1** The following classification family groups will be used for purposes of the transfer and layoff procedures in this Agreement:

- Group A:      -House Staff Specialist  
                  -Senior House Staff Specialist  
                  -Radiology House Staff Specialist  
                  -Surgical Services Scheduler  
                  -Plant Engineering Services Coordinator
- Group B:      -Associate Purchasing Agent  
                  -Purchasing Agent
- Group C:      -End User Support Tech  
                  -Senior End User Support Technician  
                  -Laboratory Information Specialist  
                  -Associate Telecommunications Analyst  
                  -Telecommunications Analyst  
                  -Senior Telecommunications Analyst  
                  -Telecommunications/Network Specialist  
                  -Network Analyst  
                  -Senior Network Analyst  
                  -Mainframe Support Analyst
- Group D:      -Art Coordinator
- Group E:      -Gift Shop Supervisor
- Group F:      -Trainer
- Group G:      -Quality Improvement Coordinator

**ARTICLE VIII**  
**Layoff Procedure**

**Section 1      Application of Layoff**

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

- A.            Temporary layoff of less than 21 consecutive calendar days; and/or
- B.            (WPEC Only) Seasonal layoff of seasonal employees; and/or
- C.            (WPEC Only) Temporary reduction in hours to not less than 32 hours per week and not lasting longer than four weeks at any given time, unless mutually agreed otherwise. If the Employer determines, at its option, to reduce the weekly hours of some of the employees within the same job family, 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.

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

**8/1/3** Additionally, the Employer agrees to continue its payment of health insurance, pursuant to Article XII, Section 1 for employees on temporary layoff or reduced hours.

**8/1/4** An employee who has received written notice from the Appointing Authority of being at risk of layoff may request, in writing, consideration for a transfer to a lateral or counterpart vacancy within the University of Wisconsin Hospital and Clinics Authority. The employee shall be considered for the vacancy if he/she provides written documentation of his/her qualifications for the vacancy and provides a copy of the at risk notice, if requested. An employee may contact the hiring supervisor for an explanation of why they were not selected.

**Section 2      Layoff Procedures**

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

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



- B. The layoff group shall be determined by classification and approved subtitle (WSP only) and job family and pay range (WPEC only).
- C. The layoff group shall be limited to employees within the bargaining unit.
- D. All employees in the layoff group shall be ranked by seniority as defined in Article V, Section 1 of this Agreement.
- E. Limited term employees and employees serving an original probationary period in the same class and approved subtitle (other than student employees) who are not in federally funded positions shall be laid off prior to laying off bargaining unit employees.
- F. The Union shall be notified of employees who have received written notice of being at risk of layoff.

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

- A. The Employer shall be permitted to exempt employees from the identified layoff group to maintain a reasonable affirmative action program to the extent permitted by law and/or employees with special skills for the maintenance of an existing program from the layoff process. The name of any employee exempted and the reason therefore shall be given to the Union in writing.
- B. Employees remaining in the layoff group shall be laid off by seniority with the employee with the least amount of seniority (as defined in Article V, Section 1) laid off first.
- C. The Employer shall notify each employee in the layoff group selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. That layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time.
- D. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee with the guarantee that the Employer will not challenge the more senior employee's eligibility for unemployment compensation unless that employee, at a later point in time, refuses a reasonable offer of reemployment.

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

**8/3/1** Upon notice of layoff, an employee may, within five (5) calendar days, elect one or more of the following options: Demotion, Displacement, Transfer or Layoff.

#### **8/3/2 Demotion in Lieu of Layoff**

- A. Within the bargaining unit the employee may accept demotion to a vacant position in lieu of layoff to a lower classification and approved subtitle in the same series or to a lower classification in the same family group, in which the employee had previously obtained permanent status. In addition, the employee may request a voluntary demotion to a vacant position in a lower classification/family group (WPEC) and approved subtitle for which the Employer determines he/she is qualified based on training, experience and job requirements. Upon written request, the Employer will inform the employee in writing of the reason(s) for the denial of his/her request for a voluntary demotion in lieu of layoff.
- B. The Employer will, within fourteen (14) calendar days, notify the employee of the position to which he/she will be assigned. The employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for demotion.
- C. Upon demotion in lieu of layoff, the employee shall be granted permanent status in the classification to which demoted.
- D. Upon demotion in lieu of layoff, an employee shall receive his/her current rate of pay.
- E. Should a layoff subsequently occur in the classification and approved subtitle to which the employee accepted a demotion, the provisions of this Article shall apply.

### **8/3/3 Displacement (WSP Only)**

- A. Within the bargaining unit, the employee may displace to a lower classification and approved subtitle in the same classification series or any classification and approved subtitle in which the employee had held permanent status and is capable of performing without any trial period, providing there is no vacancy in the next lower classification and approved subtitle to which the employee can demote.
- B. Should a layoff subsequently occur in the classification and approved subtitle to which the employee displaced, the provisions of this Article shall apply.
- C. The Employer will within fourteen (14) calendar days notify the employee of the position to which he/she will be assigned. The employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for displacement.
- D. An employee who exercises displacement rights within the employing unit in lieu of layoff immediately obtains permanent status in class in the classification into which the employee has been placed.
- E. Upon displacement in lieu of layoff, an employee shall receive his/her current rate of pay.

### **Displacement (WPEC only)**

- A. Within the bargaining unit, the employee may displace to the next lower classification and approved subtitle in the same classification series or any classification and approved subtitle in which the employee had held permanent status and is capable of performing without any trial period, providing there is no vacancy in the next lower classification and approved subtitle to which the employee can demote.
- B. Should a layoff subsequently occur in the classification and approved subtitle to which the employee displaced, the provisions of this Article shall apply.
- C. The Employer will within fourteen (14) calendar days notify the employee of the position to which he/she will be assigned. The employee shall have five (5)

calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for displacement.

- D. An employee who exercises displacement rights within the employing unit in lieu of layoff immediately obtains permanent status in class in the classification into which the employee has been placed.
- E. Upon displacement in lieu of layoff, an employee shall receive his/her current rate of pay.

**8/3/4** Transfer in Lieu of Layoff. Employees in the layoff group shall have the following transfer options in direct order of seniority, with the most senior employee considered first:

- A. Transfer within the bargaining unit. The employee shall be considered for transfer to any vacancy in the same pay range for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she is not physically or emotionally fit or cannot perform the work in a satisfactory manner.
- B. Transfer within the UWHC. The employee shall have the right to transfer to any vacancy in the same classification or family group for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she is not physically or mentally fit for the position or cannot perform the work in a satisfactory manner.

**8/3/5** Layoff. Removal of the employee from payroll status. If an employee has been notified of layoff and has not chosen to or been able to retain employment utilizing the opportunities of 8/3/2, 8/3/3, or 8/3/4 then, he/she shall be separated in accordance with the layoff notice.

#### **Section 4     Recall**

**8/4/1** When a permanent vacancy is to be filled within a same or lower classification and approved subtitle from which an employee was laid off, displaces or demoted in lieu of layoff; the employee shall be recalled according to seniority, with the most senior employee recalled first, for a five (5) year period from the date of layoff. Should an employee not be recalled under

this section, the affected employee will be notified in writing for the reasons why he/she was not recalled for the position.

**8/4/2** Employees are responsible for keeping the Employer notified of their current address and telephone numbers. The Employer will make reasonable effort to notify employees being recalled either by certified mail or by telephone with a confirming letter. If the employee does not respond within five (5) workdays, the employee shall forfeit any further recall rights for the vacancy being considered.

**8/4/3** A laid off employee who either fails to respond to the offer of recall or fails to accept a reasonable offer of recall within seven (7) workdays after the Employer verifies contact or who fails to be available for work within ten (10) workdays after the acceptance shall forfeit any further recall rights. The Employer may extend the preceding time limits.

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

**8/4/5** The base pay of an employee who is recalled shall be a rate equal to the last rate received plus any intervening pay adjustments for which the employee would have been eligible which have occurred in the bargaining unit during the period of layoff.

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

## **Section 5 Reinstatement**

**8/5/1** The employee who is laid off may file a request for employment, within five (5) years from the date of layoff.

## **Section 6 Reasonable Offer**

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

- A. with an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite; and
- B. the number of work hours required does not vary substantially from the number of hours previously allocated to the position from which the employee was laid off; and
- C. the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of layoff is maintained in the position offered; and
- D. an offer of temporary, limited term employment or project employment shall not constitute a reasonable offer.

#### **Section 7 Relocation Expenses**

**8/7/1** When the Employer determines that it would be necessary for the employee to change the location of his/her residence because the employee is voluntarily demoting or displacing as a result of a layoff or is transferring in lieu of layoff, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in Section 20.917, Wis. Stats. which previously applied to this bargaining unit.

#### **Section 8 Layoff Assistance**

**8/8/1** With the approval of the Employer, an employee who has received written notice of layoff shall be granted one or more of the following until the effective date of the layoff or until the employee accepts one of the options under Section 3 above:

- A. Up to forty (40) hours time without loss of pay for:
  - 1. job search activities, including interviews and examinations in addition to the time specified in 12/6/1; and/or
  - 2. attendance at job training;
- B. Unpaid leave of absence for interviews, examinations, and other job search activities or attendance at job training;
- C. Assistance or training in the preparation of a resume;

D. Use of office equipment and supplies where available.

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

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

**ARTICLE IX**  
**Health and Safety**

**Section 1      General**

**9/1/1 General Obligations of the Parties.** The Employer shall make reasonable provisions for the health and safety 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. The Employer and Union agree to follow current requirements of applicable law, rule, or regulations regarding protective clothing, occupational exposure to disease and maintenance of buildings, facilities and equipment.

In the event an employee has determined a health and safety risk exists, the employee shall inform his/her supervisor who shall review the situation with the employee and attempt to resolve the matter. The current Health and Safety Concerns Report Form may be used for this purpose.

**9/1/2 Labor - Management Cooperation.** The Employer and Union shall establish a Union - Management Health and Safety Committee for the purposes of examining employee and manager concerns regarding the health and safety of employees, patients and visitors and will recommend a course of action to take regarding such concerns. This committee will act in an advisory capacity to the Hospital Safety Committee. The Union shall have a right to appoint one member to this committee who will serve without loss of pay. Whenever possible the Employer will adjust a Committee member's work schedule to serve on scheduled work time.

**Section 2      Employee Health Service**

**9/2/1 Purpose.** The Employer maintains an Employee Health Service for the purpose of addressing an employee's work related health needs.



**9/2/2 Tuberculosis Screening.** The Employer will provide annual tuberculosis screening for all employees who provide direct patient care services at no cost to the employee. The employee may be in pay status for the screen and follow-up treatment.

**9/2/3 Job - related Exposure to Hepatitis B.** The Employer and the Union agree that employees in the bargaining unit who have contact with blood or other potentially infectious materials are entitled to receive the Hepatitis B vaccination series, including post vaccination serologic response testing, on a voluntary basis at the Employer's expense, whenever need for vaccination is indicated. In instances where an employee is found to be susceptible to Hepatitis B, the employee will be strongly encouraged by the Employer to consult with his or her physician regarding appropriate medical treatment.

**9/2/4 Medical Examinations and Treatment.** Whenever the Employer requires an employee to submit to physical examinations, psychiatric exams, medical tests, including x-rays, or immunizations, the Employer shall pay the entire cost of such services and the employee will be without loss of pay, provided the employee uses the services provided or approved by the Employer.

In the event an employee sustains an injury while at work which requires emergency medical attention, the Employer shall provide such medical attention.

**9/2/5 Employee Privacy.** Only authorized employees of the Employer shall process or have access to any employee's Employee Health records.

### **Section 3 Hazardous Substances and Infectious Disease Control**

**9/3/1** The Employer shall maintain a method for identifying and protecting employees from exposure to hazardous substances.

The Employer shall maintain a method of infectious disease control. The Employer shall advise employees when the Employer knows they are exposed to infectious and communicable diseases and shall advise them as to reasonable preventive measures to deal with the matter

## **Section 4      Safety Equipment**

**9/4/1 Eye Protection.** The Employer reserves the right to require the wearing of eye protection by employees. In such cases, the Employer will provide the appropriate type of prescription or non-prescription safety glasses.

**9/4/2 Training and Safe Use of Equipment.** The Employer agrees to furnish, provide education and/or training, and maintain in safe working condition all equipment to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice on the Health and Safety Concerns Report Form and for properly using and caring for equipment furnished by the Employer.

Vehicles that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection with any deficiencies revealed by the inspection to be corrected by the Employer.

## **Section 5      Damaged Clothing**

**9/5/1** The Employer agrees to pay the cost of repairing eye glasses, watches, or articles of clothing damaged in the line of duty when such damage results from an employee performing his or her assigned duties.

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.

## **Section 6      Transportation of Equipment**

**9/6/1** The Employer agrees to provide transportation for the necessary equipment, materials, and supplies which cannot reasonably or safely be transported by hand. However, employees shall not be expected to transport unsecured equipment by car in an unsafe manner. Employees shall not be required to convey themselves or any necessary equipment, materials, or supplies in their personal vehicles unless they are reimbursed by the Employer for such use.

## **Section 7 Employee Assistance**

**9/7/1** 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 duties and responsibilities. The Employer and the Union will, therefore, attempt to aid employees who request assistance with such problems by encouraging the employee to seek professional assistance where necessary.

## **Section 8 Starting Automobiles**

**9/8/1** During periods when local weather conditions indicate a reasonable probability that employees who are parked on the Employer's grounds may have difficulty getting their cars started, the Employer will have battery jumper cables available and personnel to operate them to assist employees immediately at the end of all shifts. The employees shall save the Employer harmless against any and all damage resulting from complying with the provisions of this Section.

## **Section 9 Buildings and Safety Inspection**

**9/9/1** The Employer shall provide and maintain all owned and leased buildings, facilities, and equipment in accordance with the directions of the State Department of Workforce Development (DWD).

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

## **Section 10 Grievances**

**9/10/1** Although disputes regarding the compliance of the parties with this Article are subject to the grievance procedure, neither an allegation nor a remedy which involves staffing levels will be subject to arbitration.

## **Section 11 Blood Donations**

**9/11/1** Employees who donate blood or donate blood for the purpose of pheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

## **Section 12 Abnormally Dangerous Tasks**

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

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

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

## **Section 13 VDT/CRT Eye Examinations**

**9/13/1** The Employer reserves the right to require eye protection for employees. In such cases, the Employer will provide the appropriate type of safety glasses for the duties performed to protect the health and safety of the employee. The employee will be responsible for the cost of any prescription or non-essential feature, except that where eye examinations for safety glasses are necessary, the Employer will pay the cost of examination during the term of this Agreement if it is not covered by the employee's present health insurance program.

**9/13/2** Employees whose assigned duties require high VDT/CRT work (four or more hours per day) are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

**9/13/3** A pregnant employee assigned to high-use operation of VDT/CRT equipment (four or more hours per day) may request reassignment to alternative work. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay, which will be in addition to the maternity leave provisions of this contract.

**ARTICLE X**  
**Professional Development**

**Section 1      Employer Directed Training and Education**

**10/1/1** When an employee's attendance at either an on-site or off-site training or education session is directed by the Employer, such attendance will be without loss of pay, and the Employer will pay the costs of tuition, fees and books. The employee will be reimbursed for necessary expenses, pursuant to Article XV, Section 6 (Travel and Lodging).

**Section 2      Professional Meetings**

**10/2/1** An employee, shall be granted five (5) days without loss of pay each fiscal year at the employee's discretion, regardless of sponsorship (except that Union-sponsored or Union-oriented meetings or courses shall be at the discretion of the Employer), to attend professional meetings, conventions, certification exams, institutes, seminars, continuing education or workshops related to the advancement of the employee's professional development. The employee's request to attend such meetings must be submitted to the Employer at least fourteen (14) calendar days in advance of such function. Specific requests can be denied if not career-related or if operational needs do not permit. At the sole discretion of the Employer, travel expenses may also be paid to the employee and additional time off, with or without loss of pay may be granted for the purposes mentioned above. The professional development days shall be at the request of the employee and not Employer-directed training. At the discretion of the Employer, the fourteen (14) day requirement may be waived.

**10/2/2** Employees may be permitted to attend additional career-related professional meetings, institutes, seminars, and workshops directly related to their jobs. When authorized by the Employer, such attendance shall be without loss of pay and reimbursement of travel expenses and/or program registration fees may be authorized.

**10/2/3** Employees, as professionals, are encouraged to participate in local, state, and national professional organizations related to their jobs. Employees who are elected officers in such organizations shall be granted time off with or without pay as determined by the Employer, not

to exceed a total of five (5) workdays annually, to attend their professional organization's meetings. The employees shall give the Employer at least fourteen (14) calendar days' notice that they will be attending such functions.

### **Section 3 Full-Time Education**

**10/3/1** The Employer may grant a leave of absence without pay for the purpose of continuing formal professional education at an accredited institution.

### **Section 4 Part-Time Education**

**10/4/1** An employee may be permitted to participate in career-related education for up to five (5) credit hours per week. Six (6) credits may be granted if the overall cost of tuition is less than the tuition cost of five (5) credits. The Employer shall make every effort to accommodate these requests. Any work time lost by such attendance shall be charged to annual leave, personal holiday, compensatory time, or leave without pay as requested by the employee. However, at the Employer's discretion, the employee may be authorized to make up lost work time or to attend without loss of pay.

### **Section 5 Tuition Reimbursement**

**10/5/1** The Employer will reimburse tuition costs 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 per academic year not to exceed eight (8) semester hours per semester during each year of this agreement.

**10/5/2** Reimbursement of tuition costs shall not exceed one hundred percent (100%) of University of Wisconsin – Madison tuition rates. Reimbursement shall be offset by any grant monies received by the employee. Reimbursement shall be made upon successful completion of approved courses provided the employee is still employed by UWHC at that time. Reimbursement will be prorated based on FTE status; however, employees with at least .8 FTE status will receive 100% reimbursement.

10/5/3 Employees shall be granted time off without pay, including a reasonable amount of travel time to attend approved courses.

10/5/4 All courses for which reimbursement is requested by the employee under the provisions of this article shall be either job or career-related.

- A. Job-related courses are those that have a clear connection to the employee's current position.
- B. Career-related courses are those that have a clear connection to the knowledge, skills and abilities required for progression to other job classifications within the 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.
- C. Management reserves the right to deny any tuition reimbursement requests to employees who have been suspended in the year preceding the request or who are on a concentrated performance improvement program, or when the employee has failed to complete a degree program in a reasonably timely manner.

10/5/5 In order to receive reimbursement, the employee must seek and receive advance written approval from the employer for such reimbursement prior to commencement of any course for which reimbursement is sought. After such written approval has been received, such approval will not be rescinded except for unanticipated emergencies.

10/5/6 For purposes of operational needs, program continuity or fiscal constraints, 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.

10/5/7 The provisions of this article represent the minimum standards for tuition reimbursement. At its discretion, the employer may choose to exceed these standards.



## **Section 6      Career Options**

**10/6/1** At the employee's request, the employee and his/her supervisor will discuss the development of a training/career plan.

**ARTICLE XI**  
**Wages**

**Section 1      General Wage Adjustments**

11/1/1 The Employer will provide the following general wage adjustments in the order set forth below:

- A. Employees in each bargaining unit on June 27, 2004, will receive a general wage adjustment of four percent (4.0%), effective June 27, 2004, and market adjustments as set forth in 11/1/2, below.
- B. Employees in each bargaining unit on June 26, 2005, will receive a general wage adjustment of four percent (4.0%), effective June 26, 2005, with market adjustments as set forth in 11/1/3 below.
- C. Employees in each bargaining unit on June 25, 2006, will receive a general wage adjustment of four and three-tenths percent (4.3%), effective June 25, 2006.

The above wage adjustments are not subject to pay range maximums.

11/1/2 (a) In addition to the general wage adjustment in 11/1/1, above, employees in all of the classifications of Medical Technologists and Chemists in the bargaining unit on June 27, 2004, will receive an additional three and two-tenths percent (3.2%) market adjustment.

11/1/2 (b) Associate Med Techs in the bargaining unit on May 1, 2004, will also receive a 4.05% additional market adjustment.

11/1/2 (c) The minimum rate for hiring Associate Med Techs is set at \$17.25, effective upon implementing the contract through June 25, 2005.

11/1/2 (d) Effective June 27, 2004, and after implementation of the general wage adjustment and market adjustment specified in 11/1/1 and 11/1/2 (a) and (b), above, employees in the classification of Associate Medical Technologist, who are below the hiring minimum, will be raised to the hiring minimum.

11/1/3 (a) In addition to the general wage adjustment in 11/1/1, above, employees in all of the classifications of Medical Technologists, and Chemists in the bargaining unit on June 26, 2005, will receive an additional two and seventy five/hundredths % (2.75%) market adjustment.

11/1/3 (b) The minimum rate for hiring Associate Med Techs is set at \$18.12 effective 6/26/05 through 6/24/06.

11/1/3 (c) Effective June 26, 2005, and after implementation of the general wage adjustment and market adjustment specified in 11/1/1 and 11/1/3, above, employees in the classification of Associate Medical Technologist, who are below the hiring minimum will be raised to the hiring minimum.

11/1/4 (a) The minimum rate for hiring Associate Med Techs is set at \$18.65 effective 6/25/06 through 6/23/07.

11/1/4 (b) Effective June 25, 2006, and after implementation of the general wage adjustment specified in 11/1/1 employees in the classification of Associate Medical Technologist, who are below the hiring minimum will be raised to the hiring minimum.

## **Section 2      Hiring Above the Minimum**

11/2/1 The Employer may hire a new employee above the minimum pay range rate. If this occurs, all new hires may be given credit for advanced academic preparation and/or prior professional experience. To be eligible for HAM, the employee's prior professional experience must be recent and relevant. Recent prior professional experience is defined as professional experience that was completed no longer than five years ago, and can be verified through a reference check. Employment of less than 50% FTE will not necessarily be credited on a year for year basis.

If HAM occurs, incumbent employees with the same experience level (or greater) as determined by the employer will earn no less than the newly hired employee.

### **Section 3      Periodic Classification/Pay Range Assignment Meetings**

**11/3/1** The parties agree to meet during the life of this Agreement, as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system such as the need for classification and/or pay surveys. 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. 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. Alternatively, instead of assignments or reassignments of pay ranges, the parties may by mutual agreement, implement equity adjustments for particular classes. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

**11/3/2** Absent mutual agreement as provided 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.

**11/3/3** The parties agree to meet and confer about market surveys no later than October of 2005, in preparation for future market discussion about wages. If both parties do agree that additional adjustments are necessary, the parties would not be precluded from bargaining an additional market adjustment during the 3<sup>rd</sup> year of this contract. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

**11/3/4** 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 4 Promotions and Demotions**

**11/4/1** For the life of the contract, employees who promote to Objective titles will receive a 5.0% increase to their base rate, upon promotion. This will take effect on the date of implementation of the contract.

**11/4/2** For the life of the contract, employees who promote from Objective titles to Senior titles will receive a 7 % increase to their base rate, upon promotion. If an employee takes a voluntary demotion, their base rate will be reduced by one half of the promotional increase they received when they were promoted. If within 2 years they are again promoted, they will only receive the balance of the raise that they forfeited. This will take effect on the date of implementation of the contract.

**ARTICLE XII  
Employee Benefits**

**Section 1 Health Insurance**

12/1/1 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.

12/1/2 Health insurance premium deductions will begin with the pay period ending November 13, 2004. These health insurance premiums are 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 and Employer contributions under this three-tier model are as follows:

<u>Employee/Employer Monthly Contribution</u>				
<u>2004 Coverage Months</u>				
<u>Single Coverage</u>			<u>Family Coverage</u>	
	<u>Employee</u>	<u>Employer</u>	<u>Employee</u>	<u>Employer</u>
<u>Tier</u> <u>1</u>	<u>\$0.00</u>	<u>\$375.70 -</u> <u>\$402.50</u>	<u>\$37.50</u>	<u>\$884.00 –</u> <u>\$951.00</u>
<u>Tier</u> <u>2</u>	<u>\$25.00</u>	<u>\$445.00</u> <u>\$496.40</u>	<u>\$100.00</u>	<u>\$994.80 –</u> <u>\$1,123.30</u>
<u>Tier</u> <u>3</u>	<u>\$75.00</u>	<u>\$672.70</u>	<u>\$225.00</u>	<u>1,533.60</u>

12/1/3 The Employee contributions listed in 12/1/2, above, reflect the fact that the Employer is contributing \$25.00 per month toward the employee’s share of the cost of single or family health insurance coverage. The Employer shall pay any additional increases in both Employer and Employee portions of the premiums in years 2 and 3 of the Agreement.

12/1/4 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.

12/1/5 Effective with the Health insurance premium due November 13, 2004, for employees appointed to work less than one thousand and forty-four (1044) hours per year, the Employer agrees to pay approximately fifty percent (50%) of the total premium for insured employees in permanent part time positions.

12/1/6 An employee who is laid off or on an approved leave of absence without pay may continue his/her group health insurance for a period not to exceed thirty-six (36) calendar months while on layoff status or on approved leave of absence without pay provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

## **Section 2 Life Insurance**

**12/2/1** The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the Group Insurance Board.

**12/2/2** 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.

**12/2/3** The Employer agrees to pay the difference between the employee contribution and total premium for the total plan.

## **Section 3 Income Continuation Insurance**

**12/3/1** 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 4 Sick Leave**

**12/4/1** The Employer agrees to provide a sick leave plan as follows:

- A. Sick leave shall accrue at the rate of .05 hour for each hour in pay status, not to exceed four (4) hours of sick leave accrual in any biweekly pay period. Sick leave shall not be used until it has been accrued.
- B. Sick leave shall not accrue during any period of absence without pay or for any hours in excess of 80 hours per biweekly period of service.
- C. Unused sick leave shall accumulate from year to year in the employee's sick leave account.

**12/4/2** The Employer agrees to provide the following:

A. 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 Section. 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. With the approval of the Employer, employees will be permitted to use personal holidays, earned compensatory time credits, or earned vacation credits in lieu of sick leave when they so request. Such time is subject to the same requirements for sick leave as set forth above.

B. 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 Section, employees must give the Employer three (3) workdays advance notice of appointments except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

C. When death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, parents, step-parents,



grandparents, foster parents, children, step-children, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, spouse equivalent, aunts and uncles of the employee or spouse, sons-in-law or daughters-in-law of the employee or spouse, or other relatives of the employee or spouse residing in the household of the employee, and any other person permanently residing in the household of the employee. 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. 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. Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, or cousins, of the employee or spouse. Travel time required to attend such funerals shall not exceed four (4) workdays.

E. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in C, above) 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. An employee may use sick leave for the care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth of a child.

F. 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 provision shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

G. 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.

**12/4/3** 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 seniority 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 seniority, 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 seniority 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 seniority over twenty four (24) years.

Employees who have earned part of their seniority 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 seniority 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 seniority of over 24 years, determine the proration based on the first 24 years of service and then add 104 hours for each year of seniority 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 seniority 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 A.

**12/4/4** The Employer agrees to continue in effect the provisions of subsection 40.05(4)(b), Wis. Stats., 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 to offset the cost of the monthly health insurance premiums as provided under the provisions of 40.05(4)(b), Wis. Stats.

**12/4/5** 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 rate at the time of retirement.

**12/4/6** Separation from the service 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 by The UWHC within three (3) 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 reemployed by the UWHC within five (5) years. However, upon written request of an employee, accumulated unused sick leave shall, at the time of permanent layoff, be converted to cash credits at the employee's current base rate for credits to be used to pay the total health insurance premium 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 unavailability, including the acceptance of any other employment, whichever comes 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.

**12/4/7** Each employee's unused sick leave accumulated in his/her sick leave account as of the effective date of this Agreement shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This Section shall not be used to recompute the amount of sick leave accumulated in an employee's account prior to the effective date of this Agreement or prior to the date an employee becomes a bargaining unit member.

**12/4/8** 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.

**12/4/9** 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 base rate to credit for payment for health insurance premiums.

**12/4/10** 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.

## **Section 5      Paid Annual Leave of Absence**

**12/5/1** The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

**12/5/2** Employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent position pursuant to section 230.28 of the

Wis. Stats., employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

A. Regular Employees.

<b>Seniority</b>	<b>Year of Service</b>
0 yr. through 5 yrs.	80 hrs.
6 yrs. through 10 yrs.	120 hrs.
11 yrs. through 15 yrs.	136 hrs.
16 yrs. through 20 yrs.	160 hrs.
21 yrs. through 25 yrs.	176 hrs.
26 yrs. or more	200 hrs.

B. Permanent Part-Time Employees.

Permanent part-time employees shall be granted pro rata leave consistent with A., above.

**12/5/3** Annual leave shall be computed as follows:

- A. Annual leave credit in any given year shall not be earned for any period of absence without pay except as provided in Article II, Section 11 and 12.
- B. Annual leave for covered employees shall be prorated: during the first year of employment at a rate of 80 hours; in the calendar year the employee attains five years of seniority at the rate of 80 or 120 hours respectively, in the calendar year the employee attains ten years of seniority at the rate of 120 or 136 hours respectively, in the calendar year the employee attains fifteen years of seniority at the rate of 136 or 160 hours respectively, in the calendar year the employee attains twenty years of seniority at the rate of 160 or 176 hours respectively, in the calendar year the employee attains twenty-five years of seniority at the rate of 176 or 200 hours respectively.
- C. Employees eligible for annual leave, as provided in B, above, shall be granted such leave at the start of each calendar year on the basis of his/her full-time equivalent (FTE) employment status. The actual amount of annual leave earned shall be prorated based upon the number of hours in pay status during that year, with accrual not to exceed eighty (80) hours in a biweekly pay period. Employees

shall have their annual leave hours increased or decreased, if different than the amount initially granted, on an annual basis, with the Employer given the discretion to use more frequent adjustment intervals but not less than biweekly.

**12/5/4** Effective January 1, 2005, the Employer agrees to provide employees with a formal paid annual leave of absence plan. Employees shall begin earning annual leave on their first day in pay status. After completion of a 6 month original probationary period, in a permanent position, employees are eligible for, and shall be granted non-cumulative annual leave based on their seniority date as follows:

A. Regular Employees.

<u>Seniority</u>	<u>Year of Service</u>
<u>0 yr. through 5 yrs.</u>	<u>108 hrs. (13.5 days)</u>
<u>6 yrs. through 10 yrs.</u>	<u>148 hrs. (18.5 days)</u>
<u>11 yrs. through 15 yrs.</u>	<u>164 hrs. (20.5 days)</u>
<u>16 yrs. through 20 yrs.</u>	<u>188 hrs. (23.5 days)</u>
<u>21 yrs. through 25 yrs.</u>	<u>204 hrs. (25.5 days)</u>
<u>26 yrs. or more</u>	<u>228 hrs. (28.5 days)</u>

Employees may request to use up to 28 hours of vacation, prorated based on FTE, during an original probationary period.

B. Permanent Part-Time Employees.

Permanent part-time employees shall be granted pro rata leave consistent with A., above.

**12/5/5** Annual leave shall be computed as follows:

A. Annual leave credit in any given year shall not be earned for any period of absence without pay except as provided in Article II, Section 11 and 12.

B. Annual leave for covered employees shall be prorated based on all hours in pay status up to full time: during the first year of employment at a rate of 108 hours; in the calendar year the employee attains five years of seniority at the rate of 108 or 148 hours respectively, in the

calendar year the employee attains ten years of seniority at the rate of 148 or 164 hours respectively, in the calendar year the employee attains fifteen years of seniority at the rate of 164 or 188 hours respectively, in the calendar year the employee attains twenty years of seniority at the rate of 188 or 204 hours respectively, in the calendar year the employee attains twenty-five years of seniority at the rate of 204 or 228 hours respectively.

C. Employees eligible for annual leave, as provided in B, above, shall be granted such leave at the start of each calendar year on the basis of his/her full-time equivalent (FTE) employment status. The actual amount of annual leave earned shall be prorated based upon the number of hours in pay status during that year, with accrual not to exceed eighty (80) hours in a biweekly pay period. Employees shall have their annual leave hours increased or decreased, if different than the amount initially granted, on an annual basis, with the Employer given the discretion to use more frequent adjustment intervals but not less than biweekly.

**12/5/6** Employees who earn less than 188 hours annual leave each year and who have accumulated a minimum of 520 hours of sick leave at the end of the "B" pay period in October may, at the employee's option, elect to receive forty (40) hours or prorated 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.

Employees who have accumulated the 520 hours of sick leave at the end of the "B" pay period in October, 1992 and employees who qualify at any time after the "B" pay period in October, 1992 will be permanently eligible for this benefit.

**12/5/7** Employees eligible for 188 or 204 hours annual leave each year may, at their option, elect to receive 40 hours or prorated portion thereof of such benefit under one or more of the following options each year:

- A. As annual leave during the year earned.
- B. As credit for termination leave.
- C. As accumulated sabbatical leave.

**12/5/8** Employees eligible for 228 hours annual leave each year may, at their option, elect to receive 80 hours or prorated portion thereof of such benefit under one or more of the following options each year:

- A. Not to exceed 40 hours in cash during the year earned, but does not preclude cash out under other provision of the contract.
- B. Annual leave during the year earned.
- C. As credit for termination leave.
- D. As accumulated sabbatical leave.

**12/5/9** Vacation Cashout Options

**WPEC**

Effective January 1, 2005, WPEC may cash out vacation hours earned in calendar year 2004, as soon as administratively practicable, thereafter, the vacation cash out option may be elected on an annual basis.

- A. Employees with less than 10 years of seniority (as defined in Article V, above) may elect to receive cash payment for up to 16 hours of unused vacation at the end of the calendar year in which such vacation is earned.
- B. Employees with 10 years or more of seniority (as defined in Article V, above) may elect to receive cash payment for up to 40 hours of unused vacation at the end of the calendar year in which such vacation is earned.

**WSP**

Effective January 1, 2006, WSP may cash out vacation hours earned in calendar year 2005 as soon as administratively practicable. Thereafter, the vacation cash out option may be elected on an annual basis.

- A. Employees with less than 10 years of seniority (as defined in Article V, above) may elect to receive cash payment for up to 16 hours of unused vacation at the end of the calendar year in which such vacation is earned.
- B. Employees with 10 years or more of seniority (as defined in Article V, above) may elect to receive cash payment for up to 40 hours of unused vacation at the end of the calendar year in which such vacation is earned.



## **Section 6      Leave for Promotional Exams**

**12/6/1** The Employer agrees to provide leaves of absence for promotional examinations in UWHC service during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to 16 hours paid leave time each calendar year for the purpose of competing in no more than two (2) examinations which could make the employee eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employee's scheduled work time.

**12/6/2** 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.

**12/6/3** Leave time for more than two (2) examinations in each calendar year and interviews in connection with such examinations may be granted to employees at the discretion of the Employer.

**12/6/4** Any expenses incurred by the applicant are the responsibility of the applicant.

**12/6/5** The paid leave time authorized in this section for promotional examinations can also be used by employees to participate in those mandatory examination processes associated with those bargaining unit positions that are formally announced to be filled on a departmental transfer basis.

## **Section 7      Leaves of Absence Without Pay**

**12/7/1** Employees upon request may be granted leaves without pay at the sole discretion of the Employer for any reason for a period up to, but not exceeding one (1) year except as provided in paragraphs 12/7/2, 3, 4, 5, 6, 7, and 8 below and Article II, Sections 11 and 12.

**12/7/2** Pregnant employees shall be granted a maternity leave of absence without pay as follows:

A. The employee shall submit written notification to her immediate supervisor at least four (4) weeks prior to 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 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 12 months.

B. 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.

C. Except as provided under Article XII, Section 4, of this Agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

**12/7/3** Paternity leave of absence for childbirth shall be allowed for a maximum period of up to six (6) months.

**12/7/4** 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 applicable Wisconsin and, federal statutes.

**12/7/5** Employees adopting a child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding, six (6) months. Upon request of the employee and at the discretion of the Employer, this leave 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. Such leave must coincide with the actual taking custody of the child or children.

**12/7/6** One employee who is elected or appointed as the Union or AFT-W professional staff shall be granted a leave of absence without pay for the term of this Agreement. The rights of such employee who returns from such leave within a two (2) year time period shall be as provided in 12/7/8. The rights of such employee who returns after a two (2) year time period shall be limited

to reinstatement within the UWHC to a vacant position for which the returning employee meets the established requirements of training and experience as set forth in the most recent description advertisement to fill the position.

**12/7/7** Any employee who is elected or appointed as the president of an AFL-CIO central labor body or the American Federation of Teachers-Wisconsin organization shall be granted a leave of absence without pay for two (2) years. The employee shall submit written notification to his/her immediate supervisor at least thirty (30) days prior to his/her anticipated departure date. Return from such leave of absence without pay shall be as provided in 12/6/8.

**12/7/8** Except as provided in 12/7/7 above, the Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay:

A. The employee shall be returned to his/her position or one of like nature.

B. If the employee's position has been abolished through legislation or material reorganization of the UWHC, the employee shall be given consideration for any other position of similar pay grade and class for which, in the reasonable opinion of the Employer, the employee is qualified.

C. Employees may return to work prior to the expiration of a leave of absence only upon express approval of the Employer. Such approval shall not be unreasonably withheld.

## **Section 8 Military Service**

**12/8/1** Annual Field 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, shall be granted a leave of absence without loss of pay not to exceed thirty (30) workdays in any calendar year. During this leave, each employee shall receive his/her base pay less the base military pay received for and identified with such attendance but such reduction shall not be more than the base pay. Such leave shall be provided to enable employees to attend military school and annual field training or annual active duty training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving on extended active duty or for

service as a member of the active armed services of the United States, or for absences of three (3) consecutive days or less. Employees shall notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

**12/8/2** The amount of authorized pay shall be determined by the number of scheduled work days within 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.

**12/8/3** 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, who are called into state active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the state pursuant to Section 20.465(1)(c), Wis. Stats., in an amount equal to his/her base state salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

**12/8/4** 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.

**12/8/5** 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 9 Jury Duty**

**12/9/1** The Employer agrees to provide employees who are summoned for grand jury or petit jury service 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. When not impaneled for actual service 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.

**Section 10 Retirement**

**12/10/1** 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.

**12/10/2** For the duration of this Agreement, the Employer shall contribute on behalf of the employee five percent (5%) of the employee’s earnings paid by the Employer.

**12/10/3** Effective July 1, 1986, the Employer shall pay the one percent (1%) benefit adjustment contribution required by Section 40.05(2m), Wis. Stats.

**12/10/4** Effective with the first pay period after the effective date of this Agreement, the Employer shall pay the additional two tenths of one percent (.2%) employee share of the required benefit adjustment contribution for general occupation employees.

**Section 11 Holidays**

**12/11/1** The Employer agrees to provide full time employees the following paid legal holidays of eight hours each.

Independence Day	July 4, 2004	July 4, 2005	July 4, 2006	
Labor Day	Sept. 6, 2004	Sept. 5, 2005	Sept. 4, 2006	
Thanksgiving Day	Nov. 25, 2004	Nov. 24, 2005	Nov. 23, 2006	
Christmas Eve	Dec. 24, 2004	Dec. 24, 2005	Dec. 24, 2006	

Christmas Day	Dec. 25, 2004	Dec. 25, 2005	Dec. 25, 2006	
New Year's Eve	Dec. 31, 2004	Dec. 31, 2005	Dec. 31, 2006	
New Year's Day	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006	
Martin Luther King, Jr's Birthday	Jan. 19, 2004	Jan. 17, 2005	Jan. 16, 2006	Jan. 15, 2007
Memorial Day	May 31, 2004	May 30, 2005	May 29, 2006	

**12/11/2** At the start of each calendar year employee leave accounts are credited with the number of Saturday Holiday compensatory time hours that would occur during that year. As a result of this practice, employees who work on those holidays for which the leave was credited shall receive holiday premium pay but are not eligible to receive any additional holiday compensatory time.

**12/11/3** 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.

**12/11/4** If any of the holidays provided above fall on an employee's regularly scheduled day off, such employees shall receive equivalent compensatory time or Saturday holiday time for the eight (8) and/or four (4) hours.

**12/11/5** This provision only exists through December 31, 2004. The Employer agrees to provide employees with three and one-half (3 1/2) non-cumulative personal holidays in each of the calendar years covered by this Agreement. All employees not satisfactorily completing their probationary period will earn only the annual prorated amount of their personal holidays. Personal holidays shall be scheduled and taken as provided in Article VI, Section 5 (Hours of Work).

**12/11/6** The Employer agrees to prorate legal holidays and annual leave based upon the hours in pay status up to full time. 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 years credits. 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 the 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 that occur during periods of leave of absence without pay, layoffs or following termination.

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

12/11/7 Legal holiday credit earned for work performed on December 24, December 25, or December 31 of any calendar year shall be allowed to be carried over until June 1 of the following calendar year without supervisory approval. If the employer does not permit the employee to use such legal holiday credits by June 1, the employer shall pay such unused credits in cash.

## **Section 12 Payment for Working Holidays**

### **12/12/1 Holiday premium pay**

When employees are required by the Employer to work on a holiday provided in 12/11/1 above, the Employer agrees to reimburse such employees at the premium rate of time and one-half for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. Payments due employees who work on a holiday which exceed the employee's regular rate shall be made in compensatory time off or cash payment, or any combination thereof, at the discretion of the Employer.

### **12/12/2 Holiday Compensatory Time**

In addition to the compensation provided to employees under 12/12/1, above, employees who are required to work on a Holiday shall also receive compensatory time on an hour-for-hour basis, not to exceed eight (8) hours for working on the holiday.

### **12/12/3 Scheduling Use of Compensatory Time and Saturday Holiday Time**

Where compensatory time or Saturday Holiday time is provided under the provisions of this Section, it shall be taken in accordance with the provisions of Article VI, (Hours of Work). The Employer may permit such time to be anticipated.

## **Section 13 Administration of Worker's Compensation Benefits**

**12/13/1** In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wisconsin Statutes, the management shall make an initial determination as to whether the injury or disease was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

**12/13/2** In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary disability as specified in the Worker's Compensation Act, the Employer shall continue to pay its share of the Health Insurance premium as provided in Article XII, Section 1 for the period of the temporary total disability.

**12/13/3** 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 XII, 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.

## **Section 14 Witness Fees**

**12/14/1** Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer shall permit the employee to take time off with pay to comply with the



subpoena if required to appear during his/her regularly scheduled hours of employment; provided however, that the employee shall turn over to the employer any witness fee received.

**Section 15    Dental Insurance Deduction**

**12/15/1** The 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.

**Section 16    Employee Funded Reimbursement Accounts (ERA)**

**12/16/1** Effective with the first open enrollment period after the effective date of the Agreement, employees will be eligible to participate in the Employee-Funded Reimbursement Account Program, as administered under the provisions of Chapter 40, Wis. Stats., and the contract between the plan administrator and the Department of Employee Trust Funds.

**Section 17    Wisconsin Family and Medical Leave Act (FMLA)**

**12/17/2** The parties agree to abide by the provisions of the Wisconsin Family Medical Leave Act and the Federal Family and Medical Leave Act of 1993, or as they may be amended..

**Section 18    Catastrophic Leave**

**12/18/1** This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal 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. This program will be reviewed and may be extended by mutual agreement in the next set of negotiations.

**12/18/2** 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.

**12/18/3** A joint committee composed of equal representation of the Union (WSP), and the Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors.

**12/18/4** Transfers may occur among covered employees in the UWHC.

**12/18/5** The Catastrophic Leave Approval Committee shall be comprised of three (3) Union members and one (1) management liaison. Appointment of Union committee members shall be by the Union. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

**12/18/6** Donations shall be on an hour for hour basis and used in order of receipt.

**12/18/7** 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.

**12/18/8** 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, personal 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 a UWHC employee.
- J. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Prorated based on FTE).

**12/18/9** To be an eligible donor, an employee:

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

**12/18/10** 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.

**12/18/11** It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

**ARTICLE XIII**  
**No Strike or Lockout**

**Section 1**

**13/1/1** Inasmuch as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, the Employer and Union recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement:

**13/1/2** 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. 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.

**13/1/3** 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 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.

**13/1/4** The Employer agrees that neither, it, its officers, agency or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout. If a lockout does, in fact, occur, all affected employees shall be paid for such period of time at their regular rate of pay for time lost from work due to the lockout.

## **Section 2**

**13/2/1** 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 XIV**  
**Discipline and Discharge**

**Section 1      Discipline**

The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, or discharge, taken by the Employer beginning with the Step Two of the grievance procedure. Written reprimands and other disciplinary matters shall begin with Step One of the grievance procedure, and must include a pre-grievance meeting. When discipline is taken against an employee, the employee will receive a copy of such action and be informed of their appeal rights provided in Article IV (Grievance Procedure).

**Section 2      Notice of a Pre-Disciplinary Investigatory Meeting.**

The Employer shall give advance notification of the time, date, location, and a brief statement of the issue to the employee and his/her Union representative regarding the investigatory and/or predisciplinary meeting.

**Section 3      Representation**

An employee shall be entitled to the presence of a designated grievance representative in the investigatory process if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee is entitled to the presence of a Union representative or a Union staff member in the pre-disciplinary process.

**Section 4      Informal Counseling**

Disciplinary action cannot be taken during an informal counseling or performance evaluation meeting unless the Employer has afforded the employee the opportunity to have a union representative present. The occurrence of an informal counseling or performance evaluation meeting shall not be identified by the Employer after the meeting as a step in the disciplinary procedure. However, the occurrence of such a meeting can be used by the Employer to

demonstrate the employee had been made aware of behavioral and/or performance problems which resulted in a subsequent disciplinary action(s) against the employee.

## **Section 5      Personnel File**

**14/5/1** Upon written request of the employee, the Employer will remove written reprimands from the employee's personnel file one (1) year after being issued, and suspensions four (4) years after being issued, provided the employee has received no discipline since the written reprimand or suspension. However, the employee may request a review with the Employer to consider removing the letter of suspension from the file two (2) years after being issued, provided the employee has received no intervening discipline.

**14/5/2** A copy of disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union on the same day the discipline is issued to the employee.

**ARTICLE XV**  
**Miscellaneous**

**Section 1      Discrimination**

**15/1/1** The parties agree that their respective policies will not violate the rights of any employees covered by this Agreement because of age, handicap, sex, creed, color, marital status, national origin, sexual orientation, Union or non-Union affiliation.

**Section 2      Uniforms**

**15/2/1** The Employer reserves the right to require uniforms for employees. In such cases, the Employer will either provide the uniform or an appropriate uniform allowance as determined by the Employer. Maintenance and cleaning will be the responsibility of the employee. For the purposes of this Agreement, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

**Section 3      Outside Employment**

**15/3/1** Any department may require employees to obtain approval to engage in outside employment. In such case, employees must request, in writing, permission to engage in outside employment. If an employee is denied permission, he/she may challenge the reasonableness of such denial through the grievance procedure.

**Section 4      Work Rules**

**15/4/1** The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule(s). For purposes of this Agreement, work rules are defined as and limited to:

"Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees as it affects their employment except that the



Employer may enforce these rules outside the normal work hours when the conduct of the employee would prejudice the interest of UWHC as an Employer."

**15/4/2** Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules which includes both the application and interpretation may be challenged through the grievance procedure contained in this Agreement.

## **Section 5 Personnel File**

**15/5/1** Upon written request to his/her agency or department the UWHCA Human Resources Department, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. However, employees shall not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

**15/5/2** A copy of any material placed in an employee's file which may affect his/her job performance evaluation shall be immediately presented to the employee involved. This material shall be for information purposes only. The employee may make a written statement regarding his/her position on the materials placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

## **Section 6 Travel and Lodging**

**15/6/1** The Employer agrees to continue in effect the provisions relating to the reimbursement of UWHC employees for expenses incurred while traveling on UWHC business. The Union recognizes that the Employer has the right to develop reasonable guidelines to implement and administer these provisions.

**15/6/2** 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 and an explanation of reasonableness is necessary where the lodging is in excess of the following:

As of the first day of the month following the effective date of the Agreement - \$52.00, excluding tax.

**15/6/3 Meals** - Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties, except as limited below. The performance of an employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters and employees shall be reimbursed for meals in accordance with UWHC policy 1.14.

**15/6/4** Employees shall be paid a flat rate of four dollars (4.00) for each home packed lunch.

**15/6/5 Automobiles** - effective the first day of the month following the effective date of the agreement, the Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the UWHC at a rate of \$0.29 (twenty-nine cents) for miles less than 300 (three hundred) and \$0.19 (nineteen cents) for 300 (three hundred) miles and over.

**15/6/6** When an assigned pool or state-owned automobile is available and tendered 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 State cars, including depreciation. The Employer further agrees that an additional reimbursement at the rate of \$0.01 (one cent) per mile may be paid to any employee for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation [including pulling trailers or carrying two or more passengers (not including the driver) or which require the installation of special equipment].

**15/6/7 Motorcycle** - The Employer agrees to reimburse an employee who is authorized to use a privately owned motorcycle on state business. The rate for reimbursement shall be 14.4 cents per mile, subject to the following conditions:

- A. Only one individual may be transported on a single motorcycle.

B. The agency head may require travel by automobile if the travel costs are anticipated to be less than the cost of travel by motorcycle, such as when two or more state employees are traveling to the same destination.

C. The agency head may require the use of a safety helmet as a part of the agency's work rules.

**15/6/8 Telephone** - One personal telephone call home is reimbursable up to three dollars (\$3.00) each 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.

**15/6/9** The Employer shall process employee requests for travel reimbursement as expeditiously as possible.

## **Section 7 Inclement Weather**

**15/7/1** Employees who report late to work after having made an earnest effort to report to work because of inclement weather, severe storm or heeding an official travel advisory issued by the State Patrol or the Dane County Sheriff's Department of road closings shall be allowed to work to makeup for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

**15/7/2** When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous road conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may makeup time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, as scheduled by the Employer and shall be worked during the pay period in which the emergency condition occurs or the subsequent pay period.

**15/7/3** 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 actual hours worked to makeup the time.

**15/7/4** When the UWHC CEO (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay, plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternative work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any question on who has the authority should be directed to the employee's immediate supervisor.

## **Section 8 Contracting Out**

**15/8/1** When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the Employer agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees if it would cause the separation from UWHC service of the bargaining unit employees 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 employees, services for which no positions are authorized, or services which an agency has historically provided through contract.

## **Section 9 Child Care**

**15/9/1** Child Care Committee to be established as follows: During the term of this contract, the parties shall have a standing committee to discuss and possibly implement participation in a joint childcare effort. Issues to be reviewed will be: access, governance, and finance. Disputes that arise under the above shall not be subject to the grievance procedure. The 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 a pay status.

### **Section 10 Alternative Compensation**

**15/10/1** A study group of three (3) union appointees and three (3) management appointees shall be created to study alternative compensation such as gainsharing. The union appointees shall be in pay status, and the Committee will be formed within ninety (90) days of the effective date.

## **ARTICLE XVI General**

### **Section 1      Obligation to Bargain**

**16/1/1** This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. 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 through 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**

**16/2/1** 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      Retroactivity**

**16/3/1** No provision of this contract shall be retroactive unless specifically so stated.

**ARTICLE XVII**  
**Termination of Agreement**

**17/1/1** Except as otherwise provided herein, the terms and conditions of this Agreement shall continue in full force and effect commencing on May 1, 2004 and terminating on April 30, 2007, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

**NEGOTIATING NOTE #1**  
**PERMANENT REASSIGNMENT**

When an employee is to be permanently reassigned to another position, he/she shall receive in writing the following information about the new position: wages, hours of work, work site location, a position description, what bargaining unit represents the position, and if applicable, what moving expenses will be paid.

When an employee is permanently reassigned to a position in which the headquarters city is over forty (40) miles from the employee's home, the employee shall be given fourteen (14) days advanced notice of the reassignment.



**MEMORANDUM OF UNDERSTANDING #1  
FAIR SHARE OR MAINTENANCE OF MEMBERSHIP  
DEDUCTION**

The Employer will include in the appointment confirmation letter the following:

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

**MEMORANDUM OF UNDERSTANDING # 2**  
**Medical Technology Positions**

The UWHCA Clinical Laboratories may be required to reduce the number of Medical Technology positions to meet budget targets as well as to redefine and reorganize laboratory operations. It is our mutual goal to accomplish the position reductions and laboratory reorganization with minimal disruption to the Department and stress on affected employees. With this mutual goal, the Union and the Hospital have jointly agreed to the following reassignment process for announcing and filling open positions.

I. Filling Open Positions

Whenever an open position (defined as a set of duties to be performed in an established location on an established shift) occurs, the following procedure will be used to staff that open position;

- A. Medical Technologists will be offered the opportunity to volunteer for reassignment to the open positions. The offering will include a description of the position responsibilities, the shift and general hours of work and the percentage of appointment. This information will be communicated to all Clinical Laboratories' employees via the e-mail system.
- B. Medical Technologists may volunteer for reassignment into any open position at, or below their current classification level.
- C. Medical Technologists may volunteer for reassignment into an open position at a percentage of appointment less than, greater than or the same as their percentage of appointment.
- D. If a voluntary reassignment results in a additional open position(s), up to three employee movements may be evaluated before final voluntary reassignments are made.
- E. The voluntary reassignment will be based on combined evaluation of ability, training, experience, job requirements, seniority and impact on laboratory operations and

percentage of appointment. Management may decline a volunteer based on the criteria above.

F. The Hospital Human Resources Department will notify the Union Representative of all voluntary reassignments.

G. If no one volunteers for reassignment into the open position, the Hospital will confer with the Union Representative to discuss involuntary reassignment of a Medical Technologist at the same classification level into the open position. Involuntary reassignments will be exercised only when no permanent vacancies (as defined in Article VII, Section 4/1) exist for filling the open position. A combined evaluation of ability, training, experience, qualifications, job requirements, seniority, impact on the laboratory and percentage of appointment will be used to identify an employee for involuntary reassignment.

H. When it is necessary to involuntarily reassign an employee into a different shift and/or a different Laboratory Cost Center (LCC), the employer may determine it is appropriate to move the least senior employee within that particular LCC to the different shift open position and then involuntarily reassign the more senior employee into a same shift open position vacated by the less senior employee.

II. The Hospital agrees to provide an orientation and training period for Medical Technologists who are reassigned.

III. Pay will be established in accordance with the current Compensation Plan provisions for those Medical Technologists who voluntarily demote to accept a reassignment.

IV. Permanent vacancies will continue to be filled in accordance with Article VII of the Collective Bargaining Agreement.

V. If no open positions are available and position reductions must occur, the Hospital will implement the layoff procedure outlined in Article VIII of the Collective Bargaining Agreement.

The Union and the Hospital agree that the above procedure satisfies the requirements of the current collective bargaining agreement and meets our mutual goals as stated above.

**MEMORANDUM OF UNDERSTANDING #3**  
**Cytotechnologists**

Within 30 days of ratification of this contract, the Employer and Union agree to meet and confer regarding wages and implementation of this contract for the Cytotechnologists series.

**APPENDIX A**  
**2001-2004 AGREEMENT**  
**Supplemental Health Insurance Conversion**  
**Credits Upon Retirement**

<b>Years of Seniority</b>	<b>Maximum Matching Credits</b>
15	780
16	832
17	884
18	936
19	988
20	1040
21	1092
22	1144
23	1196
24	1248
25	1352
26	1456

For each additional year:           Add 104 hours

## **Bargaining Teams**

### **WSP/WPEC 2004 BARGAINING TEAM**

Gale Spangler  
Bargaining Chairperson, WPEC

Joseph Stoll  
Bargaining Team Member, WPEC

John Burger, MT (ASCP)  
Bargaining Team Member, WSP

Jennifer Duckert, MT (ASCP)  
Bargaining Team Chairperson, WSP

Peggy Frickenstein, MT (ASCP)  
Bargaining Team Member, WSP

Donna Lawler, MT (ASCP)  
Bargaining Team Member, WSP

Cassie Nordstrum, MT (ASCP)  
Bargaining Team Member, WSP

Dorothy Sugden, MT (ASCP)  
Bargaining Team Member, WSP

### **UWHCA 2004 BARGAINING TEAM**

Gary Johnson, JD  
Director Employee and Labor Relations

Ruth Fankhauser, M.S.W.  
Assistant Director IS Telecommunication

Anita Iwanski, M.A., MT (ASCP)  
Manager Toxicology and Manual Chemistry

Marilee Welliever, M.S., MT (ASCP)  
Director Clinical Laboratories

Myron McCoo, M.A., JD  
Senior Consultant, Employee and Labor Relations

Janice K. Bultema, Vice President  
Human Resources



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