

AGREEMENT

between the

STATE OF WISCONSIN

and the

**PROFESSIONAL EMPLOYEES IN
RESEARCH, STATISTICS AND
ANALYSIS**

November 7, 2009 - June 30, 2009

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ARTICLE I

Nature and Scope of the Agreement

Section 1 Parties of the Agreement

1/1/1 This Agreement made and entered into this seventh day of November, 2009, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Office of State Employment Relations, and the Professional Employees in Research, Statistics and Analysis, AFT Local 4999, as representative of employees employed by the State of Wisconsin (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

Section 2 Purpose of Agreement

1/2/1 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.94, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

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

Section 3 Scope of the Agreement

1/3/1 This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission certification Case 349, 49931 SE-102 Decision No. 27884-A, respectfully dated January 25, 1994 and as may be amended by the Wisconsin Employment Relations Commission. Such employees who were eligible to vote in the certification election and who are in this collective bargaining unit are professional employees, defined as:

- A. Any employee engaged in work:
 - 1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
 - 2. Involving the consistent exercise of discretion and judgment in its performance;

3. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;

4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a prolonged 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:

Classification	Pay Range
<u>Economist</u>	<u>08-04</u>
<u>Economist – Advanced</u>	<u>08-03</u>
<u>Loan Analyst</u>	<u>08-04</u>
<u>Public Utility Rate Analyst</u>	<u>08-04</u>
<u>Public Utility Rate Analyst – Senior</u>	<u>08-03</u>
<u>Public Utility Rate Analyst – Principal</u>	<u>08-03</u>
<u>Research Analyst</u>	<u>08-04</u>
<u>Research Analyst – Senior</u>	<u>08-03</u>
<u>Research Analyst – Advanced</u>	<u>08-03</u>

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

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

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

Section 2 Dues, Deductions and Administrative Errors

A. Dues Deduction:

2/2/1 Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement on forms presently being provided by the

Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union. Deductions for an employee may be a uniform amount pro-rated by FTE status.

2/2/2 Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's pay for the first (1st) pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions shall be evenly divided between the "A" and "B" pay periods. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

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

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

B. Fair Share Deduction:

2/2/5 Where a fair share agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the "fair share" charge for the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of the employees in the bargaining unit. Deductions for an employee may be one (1) of two (2) amounts, depending on whether the employee is more than half-time or half-time or less. 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 constitution, 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. Deductions for an employee may be one (1) of two (2) amounts, depending on whether the employee is more than half time or half-time or less. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

D. COPE Deduction:

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

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

E. Indemnification:

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

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 is sufficient earnings to cover the adjustment after deductions for social

security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, life insurance and deferred compensation. The Employer will not be required to make adjustments in pay for errors made in reliance on any lists or certifications provided to it by the Union beyond a prospective correction of the error itself within a reasonable period after the error has been brought to the Employer's attention. As soon as practicable, the Employer will provide notice to the Union and the affected employees of the administrative error and the adjustment.

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, FTE and seniority date for each employee and will include the same information for project appointees in project positions occupying classifications assigned to this bargaining unit. 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 during the previous biweekly period but are not in pay status at the current time. 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 Notwithstanding the provisions of ss. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to the names, addresses, social security numbers, home addresses, home telephone numbers, or other information protected by ss. 19.31-19.36 and 230.13, Wis. Stats., or any federal laws, of employees covered by this Agreement, to any individual, entity, or any labor organization(s) except for PERSA, unless required to do so by the Wisconsin Employment Relations Commission, or a court of law. The Employer will notify the employee and Union at least ten (10) days prior to any information being released under this Section.

Section 4 Union Activity

2/4/1 Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time, except as specifically authorized by the provisions of this Agreement. The Union will be permitted use of the state 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 twenty four (24) hours advance notice, whenever possible, to the appropriate Employer representative. The Union representative shall, upon arrival, check in through the regular channels for receiving visitors.

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

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

Section 6 Telephone Use

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

Section 7 Printing of Agreement

2/7/1 The Employer and the Union shall mutually agree on the printer. 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. Each party will pay for the number of Agreements they ordered. The Union will furnish a copy of this Agreement to each new employee covered by this Agreement. Prior to printing of the Agreement, the Employer and the Union shall meet to mutually determine the number of Agreements to be printed.

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

Section 8 Bulletin Boards

2/8/1 The Employer will either provide space on existing management bulletin boards at office buildings, laboratories or other stations, where six (6) or more covered employees are assigned as their permanent or principal job location or the Employer will provide a bulletin board to the Union at the building, laboratory or

other station at the Employer's option. If the Employer chooses a single board, placement of the board will be by mutual agreement. The nominal size of the bulletin board space shall be sufficient to allow the posting of four (4) 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed, pursuant to 2/10/2 (Union-Management Meetings-Department). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

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

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

Section 9 Distribution of Notices

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

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections;

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

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

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

Section 10 Union-Management Meetings

2/10/1 Statewide: As mutually agreed, a representative of the Office of State Employment Relations will meet with the Union Field Representative and may include other Union or agency representatives, as appropriate. Discussion at these meetings may include, but shall not be limited to, administration of this Agreement or matters of interest to either party.

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

Section 11 Conventions

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

2/11/2 Once during the term of this contract, no more than one (1) employee who is a duly credentialed delegate or alternate to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit fourteen (14) calendar days advance notice of his/her attending this convention.

2/11/3 Once biennially for each conference/convention, no more than one (1) employee who is a duly credentialed delegate or alternate to the American Federation of Teachers Annual Convention and the AFT Federation of Public Employees Conference shall be granted time off without pay not to exceed five (5) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit fourteen (14) calendar days advance notice of his/her attending this convention/conference.

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

2/11/5 Once during the term of this Agreement, no more than one (1) employee who is a duly credentialed delegate or alternate to the 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 employee must give the employing unit fourteen (14) calendar days advance notice of his/her attending this conference.

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

2/11/7 Subject to Employer approval, employees attending conferences and conventions under this Section may use annual paid leave, personal holidays, or Saturday holidays in lieu of leave of absence without pay.

Section 12 Leave 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 Union.

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, unless additional days are mutually agreed upon between the Employer and the Union.

C. Not more than two (2) employees from the same organizational unit at the same job headquarters may be on leave at one time, unless mutually agreed upon between the Employer and the Union.

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

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

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

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

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

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

Section 13 Union Orientation

2/13/1 A representative of the local Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientations involving new, restored, or reinstated PERSA-represented employees, as well as employees reallocated from non-PERSA bargaining units. The Employer retains the right to prohibit or terminate any Union orientation presentation that contains political campaign information or material detrimental to the Employer. Attendance at Union orientation presentations shall be voluntary. The Employer shall notify the local Union five (5) days prior to any group orientation. When requested, the Union will provide the Employer copies of all written information to be distributed by the Union at the orientation in advance of the meeting.

2/13/2 In the absence of such group orientation meetings, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation of such employee(s) or to distribute to such employees (as defined in 2/13/1 above) represented by PERSA a packet of informational material furnished to the Employer by the local Union. The time for such non-group Union orientation meetings shall be scheduled by the Employer at least two (2) times per calendar year, and shall be without loss of pay. Each employee will be allowed to attend only one (1) Union orientation session. When involving more than one (1) employee, orientation session(s) will be scheduled in the most cost efficient manner. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

2/13/3 The Employer will inform the Union in advance of its intention to attend Union orientation. The Employer will not terminate or prohibit any Union orientation until a discussion has been held with the Union representative giving the orientation. Union orientation is an appropriate subject for local negotiations.

Section 14 Use of E-Mail

2/14/1 Existing e-mail facilities may be used by Union officers and designated representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. No political campaign literature or material detrimental to the Employer or the Union shall be distributed.

ARTICLE III

Management Rights

Section 1

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

3/1/2 Management rights include:

A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible as determined by management.

B. To manage and direct the employees of the various agencies.

C. To transfer, assign or retain employees in positions within the agency.

D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.

E. To determine the size and composition of the work and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive.

F. To determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services. However, the provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

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

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

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

ARTICLE IV

Grievance Procedure

Section 1 General

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

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

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

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

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

4/1/6 Grievances which result from claims under Article IX, Section 13, that tasks which have been assigned, and performed, are abnormally dangerous shall be filed beginning with the second step of the grievance procedure.

4/1/7 Grievances relating to demotion, suspension or discharge under Section 11 of this Article and grievances regarding employee benefits under 12/8/5 or 12/8/6 shall be filed beginning with the second step of the grievance procedure.

4/1/8 The parties will make a good faith effort to handle grievances in a confidential manner. A breach of confidentiality will not affect the merits of the grievance.

Section 2 Procedure

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

4/2/2 By mutual agreement between the Union and the Employer, Step One and/or Step Two may be waived.

4/2/3 Pre-Filing Step: When an employee(s) and his/her representative become aware of circumstances that may result in the filing of a Step One grievance, it is the intent of the parties that, prior to filing a grievance, the Union Representative will contact the immediate supervisor of the employee to identify and discuss the matter in a mutual attempt to resolve it. The parties are encouraged to make this contact by telephone. The State's DAIN line facilities will be used whenever possible.

4/2/4 If the designated agency representative determines that a contact with the immediate supervisor has not been made, the agency representative will notify the Union and may hold the grievance in abeyance until such contact is made.

4/2/5 Step One: Within thirty (30) calendar days of receipt of the written grievance or within thirty (30) calendar days of the date of the supervisor contact provided for in 4/2/3, whichever is later, the appropriate agency representative will meet with the employee(s) and his/her representative(s) and attempt to resolve the grievance. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. A written decision will be placed on the grievance form following the meeting by the appropriate agency representative and returned to the employee(s) and his/her representative(s) within thirty (30) calendar days from receipt of the appeal to the agency representative.

4/2/6 Step Two: If dissatisfied with the Employer's decision in Step One, to be considered further, the grievance must be appealed to the designee of the Employer (i.e., Division Administrator, Bureau Director, or personnel office) within thirty (30) calendar days from receipt of the decision in Step One. The designated agency representative(s) will meet with the employee and his/her representative(s) to discuss and attempt to resolve the grievance. A non-employee representative of the Union may be present as a representative at the grievance meeting as the Union may

elect. Following this meeting, the written decision of the agency will be placed on the grievance form by the Employer or his/her designee and returned to the grievant(s) and his/her representative(s) within twenty one (21) calendar days from receipt of the appeal to Step Two.

4/2/7 Step Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by the Union or the Employer within thirty (30) calendar days from the date of the agency's decision in Step Two, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answers of the parties without prejudice or precedent in the resolution of future grievance. The issue as stated on the Second Step grievance and any amendments made thereon, in writing, at the Second Step grievance meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

4/2/8 Representatives of the Union and the State of Wisconsin, represented by its Office of State Employment Relations, Bureau of Labor Relations will confer within thirty (30) calendar days from the date of the written appeal of the grievance to arbitration. The parties will discuss the disposition of the case and attempt to settle it. If the Union decides that the case cannot be settled or dropped, and decides to arbitrate, the parties shall select an impartial arbitrator. If the parties are unable to agree on an impartial arbitrator, the appropriate representatives of the parties or party, acting jointly or separately, will request a panel of arbitrators for selection of an arbitrator by the parties in accordance with the procedures established by the Wisconsin Employment Relations Commission. The parties will determine who strikes first by coin toss, with the loser of the toss striking the first name.

4/2/9 Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, shall be born by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, shall be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. When an employee is subpoenaed by either party in an arbitration case, that appearance will be without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case.

4/2/10 On grievances where the substantive or procedural arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability, unless the parties agree otherwise.

4/2/11 Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which, in effect, would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/2/12 The decision of the arbitrator will be final and binding on both parties of this Agreement. The decision of the arbitrator will be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Time Limits

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

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

Section 4 Representation

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

Section 5 Retroactivity

4/5/1 Settlement of grievances may or 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 forty five (45) calendar days prior to the date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Withdrawal of a grievance under the above circumstances shall not establish a precedent for future grievances. Retirement shall not be considered a voluntary termination for the purposes of this Section.

Section 6 Exclusive Procedure

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

Section 7 Grievance Representatives

4/7/1 The Union may designate a total of up to ten (10) grievance representatives who are members of the bargaining unit for the bargaining unit. Grievance representatives will be members of the bargaining unit.

4/7/2 The Union shall designate the jurisdictional areas for the grievance representatives for each department. Jurisdictional areas will be basically by department, but may include other departments within the area. Representatives will be designated consistent with the geographic locations and number of employees in the work unit. Such designations will be made in a manner as to avoid unnecessary travel.

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

Section 8 Union Grievances

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

Section 9 Group Grievances

4/9/1 Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved. Individual grievances which meet the definition of

group grievance as contained herein shall be consolidated at each step of the procedure. A group grievance must be designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employees covered by the group grievance. No employees may be added to the list of group grievants after the third step hearing. Relief is restricted to those employees identified in the group grievance. Only one (1) of the grievants appearing without loss of pay shall represent and serve as spokesperson for the entire group.

Section 10 Processing Grievances

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

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

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

Section 11 Discipline

4/11/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, or discharge, taken by the Employer beginning with the Third Step of the grievance procedure. Appeals of written reprimands shall be filed at Step One of the grievance procedure.

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

4/11/3 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and placed in the employee's official personnel file.

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

4/11/5 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.

4/11/6 A copy of a disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union within ten (10) working days after the discipline is issued to the employee; however, failure to provide a copy of such a letter will not prevent the Employer from maintaining its discipline on the merits of just cause.

Section 12 Exclusion of Probationary Employees

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

Section 13 Special Arbitration Procedures

4/13/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in section 4/2/6-11 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in section 4/2/6-11. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by the Union, and the Office of State Employment Relations (OSER) for both of these procedures during the term of the contract.

A. Expedited Arbitration Procedure

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

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

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

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

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

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

7. Representatives of OSER and the Union shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. The Union and OSER will meet with the arbitrator no more than once every six (6) months.

2. The cases presented to the arbitrator will consist of campus or work site issues; short-term disciplinary actions [three (3) day or less suspensions without pay]; overtime distribution; and other individual situations to which the parties mutually agree.

3. Cases will be given an initial joint screening by representatives of the State Bureau of Labor Relations and the Union. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

4. Statements of facts and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the hearing date unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted, the appropriate language provisions of the contract will also be provided to the arbitrator prior to the hearing.

5. Whenever possible, at least five (5) cases, grouped by agency and/or geographic area, will be heard at each session. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

6. The case in chief will be limited to five (5) minutes by each side with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called. No objections will be allowed. No briefs or transcripts shall be made. The Grievant and Union representative, plus an OSER representative and the grievant's supervisor, will be present at the hearing and available to answer questions from the arbitrator.

7. The arbitrator will render a final and binding decision on each case at the end of the day, unless the parties agree to a different timeframe for the issuance of the arbitration award. The arbitrator may deny, uphold or modify the action of the Employer.

8. The cost of the arbitrator and the expenses of the hearing will be shared equally by the parties. The grievant and Union representative will attend the arbitration without loss of pay.

Section 14 Concentrated Performance Evaluation

4/14/1 Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department head or his/her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee (i.e., Letter of Consequence) nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/14/2 After an employee has been placed on a concentrated performance evaluation program and has received written notice of possible termination or other disciplinary action, a designated Union representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the Union representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

ARTICLE V

Seniority

Section 1 General

5/1/1 Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date or seniority date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their adjusted continuous service date, which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility, unless the legislation or the executive order causing such accretion specifies differently. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

Section 2 Separation

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

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

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

B. If an employee resigns and is reinstated within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation during which he/she was not an employee of the state.

5/2/3 In the event two employees have the same seniority date, seniority of the one as against the other shall be determined by age, with the oldest employee considered having the greatest seniority.

Section 3 Application

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

Section 4 Seniority Lists

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

ARTICLE VI

Hours of Work

Section 1 General

6/1/1 The parties acknowledge that, within this bargaining unit, there exist employees who are exempt from the Fair Labor Standards Act (FLSA), as well as employees who are nonexempt. Overtime for nonexempt employees shall be calculated in accordance with the provisions of the Fair Labor Standards Act.

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 forty (40) hours in a regularly reoccurring period of one hundred sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods, 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 whenever possible.

Section 3 Professional Time

6/3/1 Professional time is time off which 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 exempt employee has a degree of job responsibility and flexibility neither assumed nor granted to non-exempt employees; and

C. 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. program needs; and

B. recognition that an exempt employee has worked beyond his/her scheduled hours of employment.

Section 4 Compensatory Time

6/4/1 Compensatory time for FLSA exempt employees will be earned, not necessarily on an hour for hour basis, under the following circumstances:

A. The work for which compensatory time is earned is directed by the Employer;

B. The amount of compensatory time earned is pre-approved by the Employer before it is worked; and

C. Such compensatory time credits shall be compensated for in compensatory time off or in cash at the employee's base rate, or in any combination thereof, as the Employer may elect.

Section 5 Work Schedules

6/5/1 The parties agree that the terms "matters of interest to either party" contained in 2/10/2 of this Agreement (Union-Management Meetings, Department) 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 scheduling;
- G. Scheduling of work hours and time off;
- H. Professional time.

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 as enumerated above have been scheduled, the Employer shall make changes in such schedules

only to meet unanticipated staff shortages or emergencies. Such changes in scheduled periods of absence shall as far as practicable be governed by seniority as defined in Article V. In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the following calendar year as he/she desires, providing it does not affect any employee's scheduled period of absence. It is the expressed intent of the Employer to exercise the authority to change such scheduled periods as seldom as possible.

6/6/3 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 Article 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 the first six months of the ensuing calendar year. The Appointing Authority (or designee) who chooses to exceed forty (40) hours may do so.

6/6/6 Within the basic framework provided above, the implementation and application of the provisions of this section and all other aspects of vacation scheduling shall be determined by local union and local management. Agreements reached under the provisions of this paragraph will be reduced to writing.

6/6/7 Compensatory time credits shall be scheduled and used prior to seasonal layoff or January 1, whichever is first. However, if the Employer does not permit an employee to use accrued compensatory time by January 1, the employee will, at the Employer's discretion, be paid in cash or be permitted to carry such credits into the first six (6) months of the new calendar year.

6/6/8 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.

6/6/9 All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/6/1 and 6/6/2 above, except accumulations in excess of forty (40) hours may be scheduled off at the Employer's convenience.

Section 7 Night Differential

6/7/1 When an employee is directed by the Employer to work, the Employer agrees to pay a night differential of forty five cents (\$.45) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section 8 Weekend Differential

6/8/1 When an employee is directed by the Employer to work, the Employer agrees to pay a weekend differential of sixty cents (\$.60) per hour for all hours worked between 12:01 a.m. Saturday and 11:59 p.m. Sunday.

Section 9 Standby

6/9/1 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 eighteen dollars (\$18.00) for each eight (8) hour period or portion thereof for which the employee is in standby status.

6/9/2 Employees who are required to call in on weekends or unscheduled work days for work assignments shall receive one standby fee for each eight (8) hour period.

6/9/3 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 10 Call-Back Pay

6/10/1 Employees called back for duty or called in on the employee's day off will be guaranteed an amount equal to two (2) hours pay if such duty is shorter than two (2) hours in duration.

Section 11 Alternative Work Patterns

6/11/1 The Employer agrees that reasonable efforts will be made to implement alternative work patterns in appropriate work environments. Implementation of alternative work patterns shall be by mutual agreement between the Employer and the Union.

Section 12 Miscellaneous

6/12/1 Where work schedules require, employees will be provided access to their work location at least between the hours of 6:00 a.m. and 7:00 p.m.

6/12/2 Time spent in Employer-directed job related meetings shall be considered work time.

6/12/3 Employees may be permitted to work at alternate work sites with management's approval for working on specific assignments.

ARTICLE VII

Transfers

Section 1 Transfer Notification

7/1/1 An employee who has permanent status in the employee's current classification and desires to transfer within the employee's classification and agency or university shall file a written request as prescribed by the agency or the university with the appropriate personnel office indicating that interest. If an agency or university chooses not to use the transfer register, the agency or university will announce the permanent vacancy as defined in Section 4 of this Article, for a period of five (5) work days within the agency or university and forward a copy of the posting to PERSA. Employees who apply and who are within the same classification and agency or university as the vacancy will be considered in accordance with Section 3 of this Article. The method of notification chosen by the agency or university will be for the duration of this Agreement. Each agency or university will notify the Union of the notification method to be used.

7/1/2 Between Agencies or Universities

An employee who transfers within the same classification between agencies or universities outside the provisions of the labor agreement and is placed on a permissive probationary period will have the right to return to her/his original position, if available, if the employee's permissive probation is terminated by the Employer prior to completion.

Section 2 Screening Process

7/2/1 When a permanent vacancy occurs, as defined in Section 4 of this Article, the Employer shall review those requests, filed under Section 7/1/1, from any employee in the same agency or university and the same classification as the vacancy who has indicated an interest in the specific shift, or location, or specialized job duties.

7/2/2 In the event that the vacancy is not filled by transfer of an employee within the agency or university, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

Section 3 Selection Criteria

7/3/1 In making a selection, the Employer shall take into consideration job requirements, experience, ability, including special qualifications, and seniority. If the Employer determines that two or more are equally qualified, seniority shall govern.

7/3/2 Any employee who is selected shall have three days to decline the offer.

7/3/3 In the event no employee is selected from the transfer applicants under Section 7/2/1 of this Article, upon written request from an employee who requested transfer but was not selected, the Employer shall notify the employee in writing of the reasons for non-selection. Such notice is for informational purposes and is not grievable under Article IV of this Agreement.

Section 4 Definition of Permanent Vacancy

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

A. When the Employer has approval to increase the work force and decides to fill the new positions;

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers, promotion, demotion, resignation or retirement.

Section 5 Limitations

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

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

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

Section 6 Permissive Probation

7/6/1 An employee who transfers between departments as a result of receiving a written notice of being placed At Risk of Layoff or a written notice of Layoff and is placed on a permissive probationary period will have the right to return to his/her original position, if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion for performance reasons. If no vacancy exists, the provisions of section 8/4/1 shall be invoked.

Section 7 Permissive Transfers Between Agencies

7/7/1 An employee who transferred between agencies outside the provisions of this labor Agreement and was placed on a permissive probationary period and is failing or has failed the probation for performance reasons, will have the following options:

A. The opportunity to return to the original position if vacant and no contractual transfers exist and if the employee and former Employer mutually agree; or

B. The opportunity to return to a vacant position of like nature, if qualified, in the former employing unit, and which has no contractual transfers and if the employee and former Employer mutually agree.

C. If not selected under options A or B above, the employee will have restoration rights to his/her former agency if all of the following conditions are met:

1. The employee was not terminated for misconduct or delinquency; and

2. The employee's most recent written performance evaluation in his/her former agency was overall satisfactory; and

3. The employee does not have prior written discipline on record in either the former or current agency; and

4. The employee requests to be placed on a restoration list under these provisions.

D. Restoration rights shall be limited to a permanent vacancy in the employee's former employing unit in the classification from which the employee transferred and when the agency is ready to fill the vacancy from outside the agency. The employee shall be restored according to seniority, with the most senior employee restored first, unless the employee does not possess the qualifications to perform the duties of the position. The employee's right to restoration under C. above, shall last for a period of five (5) years from the date of termination from the agency to which he/she transferred.

E. Should an employee not be restored under C. above, the affected employee will be notified in writing for the reasons why he/she was not restored for the position.

7/7/2 An employee who transferred between employing units or agencies and requests to return to the former position for reasons other than those listed in 7/7/1 shall have the right to return to the former position provided the Employer has not decided to hold the vacancy open and the written request is received by the appropriate human resources office prior to the time the Employer notifies the union of the vacancy, contacts employees on any transfer register or posts the position on WISCERS. Employees may exercise this provision once during the life of the Agreement.

ARTICLE VIII

Layoff Procedure

Section 1 Application of Layoff

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

A. Temporary layoff of less than twenty one (21) consecutive calendar days; and/or

B. Seasonal layoff of seasonal employees; and/or

C. School year employees at institutions and schools during recesses in the academic year and/or summer. Such employees shall be considered on an approved leave of absence without pay during these periods.

D. Temporary reduction in hours to not less than thirty two (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 class within an employing unit, the employee(s) who will work the reduced hours will be determined on the basis of seniority, with the least senior employee(s) working the reduced hours.

8/1/2 The Employer agrees that employee(s) on temporary layoff or under reduced hours as in A. and D. above, shall continue to earn vacation and sick leave 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 their current agency or university. 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.

Section 2 Layoff Procedures

8/2/1 In preparing for a layoff, the following general procedures shall apply:

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

B. The layoff group shall be determined by classification.

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

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

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

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

8/2/2 In implementing a layoff, the following procedures shall apply:

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 retain employees with special skills for the maintenance of an existing program. In addition, the Employer may exempt employees as necessary to comply with Federal or State laws. The name of any employee exempted and the reason therefore shall be given to the Union in writing.

B. The Employer may exempt, for reasons that are not arbitrary or capricious, five percent (5%) of the employees within an employing unit within the same class from the layoff procedure; however, such five percent (5%) shall not be less than one (1) person. Upon written request from the Union, the name of any employee exempted and the reason therefore, shall be given to the Union in writing.

C. 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.

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

That layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time.

E. 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 Within five (5) work days of notification of layoff, the employee shall elect to demote in lieu of layoff, bump, request a voluntary demotion, request a transfer, or be separated in accordance with the layoff notice.

A. Demotion in Lieu of Layoff

Within their employing unit within the bargaining unit, the employee may accept demotion to a vacant position in lieu of layoff to a lower classification in the same series or to a lower classification and in which the employee had previously obtained permanent status. Upon demotion in lieu of layoff, the employee shall be granted permanent status in the classification to which he/she demoted.

B. Bumping

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

2. An employee bumping under B.1 above, shall be appointed to any permanent vacancy in that lower class. In the event no permanent vacancy exists in that same or lower class, the employee shall be included with those employees occupying a position in that class and the layoff procedure set forth in Section 2 of this Article shall apply.

3. Upon completion of bumping, the employee shall be granted permanent status in the classification to which he/she bumped.

C. Voluntary Demotion

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

D. 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:

1. Transfer within their employing unit 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.

2. Transfer within the agency. The employee shall have the right to transfer to any vacancy in the same classification 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.

3. Permissive transfer between agencies. Employees may submit requests for transfer to any position vacancy with the same or counterpart pay range within any state agency.

4. Transfer between agencies. Prior to filling a bargaining unit vacancy with an individual other than a current state employee, an individual within the agency with appointment rights to the vacancy under A. B. or C. above or a former employee with restoration rights to the vacancy, the Employer agrees to the following:

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

a. The employee must apply for the vacancy by the closing date for filling the position (if announced).

b. The employee in the layoff group is in the same classification as the vacancy.

c. The employee is qualified to perform the work after customary orientation and training provided to newly hired workers.

d. The employee is not currently on a concentrated performance evaluation program.

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

E. Separation

If an employee has been notified of layoff and has not chosen to or not been able to retain employment utilizing the opportunities of A., B., C., and D. above, he/she shall be separated in accordance with the layoff notice.

8/3/2 A. An employee who demotes in lieu of layoff to the highest level position available shall retain his/her current rate of pay. The rate of pay of an employee who demotes under any other circumstances shall be no greater than the pay range maximum of the new position.

B. An employee who bumps shall receive his/her current rate of pay.

Section 4 Restoration

8/4/1 A. Within the Employing Unit: When a permanent vacancy is to be filled in an employing unit within a classification and approved subtitle from which an employee was laid off, bumped or demoted in lieu of layoff; the employee shall be restored according to the inverse order of layoff as provided in this Article for a five (5) year period from the date of layoff.

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

C. Other Departments: An employee who is laid off may file a request, during a five (5) year period from the date of layoff, with any other department and shall be appointed to any permanent vacancy in the same classification from which he/she was laid off if he/she is qualified and capable of

performing as determined by the Employer, providing that no other employee has restoration rights to such vacancy.

D. Other Departments: An employee who is laid off may file a request, during a five (5) year period from the date of layoff, with any other department and shall be appointed to any permanent vacancy in the same or lower pay range from which he/she was laid off if he/she is qualified and capable of performing as determined by the Employer, providing that no other employee has restoration rights to such vacancy.

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 restored 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 restoration rights for the vacancy being considered.

8/4/3 A laid off employee who either fails to respond to the offer of restoration or fails to accept a reasonable offer of restoration 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 restoration 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 restoration.

8/4/5 The base pay of an employee who is restored 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 Restoration 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 demotion in lieu of layoff.

Section 5 Reinstatement

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

Section 6 Reasonable Offer

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

A. with an assigned headquarters located less than forty (40) miles from the employee's home, unless the employee's worksite prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no further from the employee's home than was the distance of the previous worksite; and

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

C. the pay range of the position offered is no more than two (2) pay ranges lower than the pay range of the position from which the employee was laid off, unless the employee's rate of pay at the time of layoff is maintained in the position offered; and

D. an offer of limited term employment or project-project 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, demoting in lieu of layoff or bumping as a result of a layoff or is transferring, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations set forth in s. 20.917, Wis. Stats.

Section 8 Notice of Employing Unit Changes

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

Section 9 Definition of Permanent Vacancy

8/9/1 For purposes of this Article, a permanent vacancy is created:

A. When the Employer has approval to increase the work force and decides to fill the new positions.

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers, promotion, demotion, resignation, or retirement.

Section 10 Layoff Assistance

8/10/1 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk or who has received a notice of layoff shall be granted one or more of the following until the effective date of the layoff or until the employee accepts one of the options under Section 3 - Options Available to Employees Who Have Been Notified of Layoff 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 which require the employee to be absent from the work site, the employee shall give the Employer at least five (5) workdays notice, where possible.

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

Section 11 Layoff Benefits

8/11/1 When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the State within five (5) years. However, upon written request of an employee, accumulated unused sick leave, including any supplemental health insurance conversion credits available under 12/4/3, shall, at the time of permanent layoff (other than temporary, school year, seasonal, or sessional layoff), be converted to cash credits at the employee's highest base pay rate while in state service 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. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1) Wis. Stats. At the time of reinstatement or restoration, 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.

ARTICLE IX

Health, Safety and Miscellaneous

Section 1 **Discrimination**

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

Section 2 **Protective Clothing**

9/2/1 The Employer will furnish protective clothing and equipment in accordance with the standards established by the State Department of Commerce (COMM).

Section 3 **Protective Footwear**

9/3/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of eleven dollars (\$11.00) per year, payable the first pay check of the calendar year.

Section 4 **Uniforms**

9/4/1 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 5 **Buildings**

9/5/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the rules and regulations of the COMM. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the rules and regulations of the COMM.

Section 6 **Liability Protection**

9/6/1 The provisions of s. 895.46, Wis. Stats., or as may be amended are hereby incorporated into this Agreement.

Section 7 Outside Employment

9/7/1 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 8 First Aid Equipment

9/8/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be made accessible at appropriate locations.

Section 9 Tools and Equipment

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

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

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

Section 10 Eye Protection and VDT/CRT Eye Examinations

9/10/1 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.

9/10/2 Employees whose assigned duties require high computer display work [four (4) or more hours per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

9/10/3 When medical verification for the necessity of special eyeglasses to work on the Employer's computer display equipment is provided, the Employer will provide the appropriate prescribed eyeglasses through state procurement for use by

the employee in the performance of his/her duties when such duties include the high use of the computer display equipment as defined in 9/10/2. Management shall provide a status report to the employee within thirty (30) days of the employee's request for such glasses. Special eyeglasses are defined as glasses needed for computer display equipment use if the employee would not otherwise require the use of glasses or other vision correction; or eyeglasses required for work on computer display equipment which are different in prescription power or design from those which would be required to meet the other general daily vision needs of the employee. This provision may be exceeded by mutual agreement.

9/10/4 A pregnant employee assigned to high-use operation of computer display equipment [four (4) or more hours per day] may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay, which will be in addition to the maternity leave provisions of this contract.

Section 11 Damaged Clothing

9/11/1 The Employer agrees to pay the cost of repairing or replacing watches, eyeglasses or articles of clothing damaged in the line of duty, where such damage is not the result of normal wear and tear or employee carelessness. The reimbursement for damaged items shall not exceed one hundred and twenty five dollars (\$125.00) for any one incident, except that the reimbursement for a damaged watch shall not exceed seventy five dollars (\$75.00). The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is five dollars (\$5.00) or less.

Section 12 Employee Health and Safety

9/12/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union shall lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/12/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of state employees, and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by state employees.

9/12/3 Whenever the Employer requires an employee to submit to physical examination, medical tests, including x-rays or inoculations/immunizations and psychiatric exams, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the

services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/ immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/immunizations will be considered for reassignment. Whenever the Employer requires an employee to submit to the examinations or tests in this Section, the employee shall receive advance written notice of this requirement whenever possible.

Section 13 Abnormally Dangerous Tasks

9/13/1 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.

9/13/2 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.

9/13/3 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 14 Work Rules

9/14/1 The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union thirty (30) days, where possible, but no less than seven (7) calendar days prior to the effective date of the rule(s). For purposes of this Agreement, work rules are defined as and limited to:

“Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees as it affects their employment, except that the Employer may enforce these rules outside the normal work hours when the conduct of the employee would prejudice the interest of the state as an Employer.”

9/14/2 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 15 Personnel Files

9/15/1 An employee shall, upon written request to his/her agency or department, within a reasonable time, have an opportunity to review his/her official personnel file(s) in the presence of a designated management representative during the employee's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employee when reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated grievance representative or a PERSA field representative to review the employee's personnel file(s) on the employee's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the agency or department within a reasonable time prior to the review of the file(s). However, neither employees nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit. Upon request, an employee shall be provided a copy of materials in the file(s).

9/15/2 A copy of any material placed in an employee's files 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 files and such statement shall be appended to the material which is the subject of the employee's statement.

Section 16 Travel and Lodging

9/16/1 The Employer agrees to continue in effect the provisions of ss. 16.53 and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business.

9/16/2 The Uniform Travel Schedule Amounts (UTSA) set forth in the State of Wisconsin Compensation Plan shall be used to reimburse employee travel expenses, unless superseded by a specific provision in this Section. The Employer agrees to provide thirty (30) days advance notice to the Union of any formal Employer recommendations relating to the UTSA. Application and interpretation of this schedule may be challenged through the grievance procedure contained in this Agreement. (The amounts and the guidelines are printed in Appendix D of this Agreement.)

9/16/3 Employees covered by this Agreement shall receive any additional increase in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

9/16/4 Travel expenses will be advanced to employees on request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances will not exceed eighty percent (80%) of the estimated expense.

9/16/5 The Employer shall process employees' requests for travel reimbursement as expeditiously as possible.

9/16/6 Employees on field assignment shall not be required to share a room. When employees are assigned to training programs or conferences, the Employer will not require the sharing of rooms for more than two (2) consecutive nights and only when the room is furnished with two (2) normal motel room beds (excluding hide-a-bed or rollaway) nor will there be more than two (2) employees per room. The above limitations do not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

Section 17 Inclement Weather

FLSA Non-Exempt Employees

9/17/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make up for lost time during the current work week (including Saturdays if the employee's work unit is in operation) as scheduled by the Employer. Make up shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for make up time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

9/17/2 When the Employer approves employee requests not to report for work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may make up time lost on that day, as the employee requests. Make up shall be at the regular rate of pay, scheduled by the Employer and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employee's work unit is in operation). If the employee elects leave without pay, there shall be no proration of benefits.

FLSA Exempt Employees

9/17/3 Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make up for lost time during the current or next pay period as scheduled by the Employer. Make up shall be at the regular rate of pay.

9/17/4 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 make up time lost on that day, as the employee requests. Make up 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.

All Employees

9/17/5 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 make-up the time.

9/17/6 When the agency head (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternative work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any question on who has the authority should be directed to the employee's immediate supervisor.

Section 18 Contracting Out

9/18/1 When a decision is made by the Employer, pursuant to the provisions of ss. 16.705 and 84.01(13), Wis. Stats., Chapter 10, Wis. Adm. Code or any other relevant statutes relating to state contracting or as these may be amended, to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are

not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If the employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred, due to contracting out, a notice of this action will be given to the employee(s) and the Union, prior to implementation. Where possible, fourteen (14) days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. However, failure to provide notice of reassignment is not grievable.

9/18/2 The Employer agrees to notify the Union after issuance of the letter of intent to award a contract. Such notice shall be made to the Union within the five (5) working days as specified in s. Adm. 10.15(1), Wis. Admin. Code.

9/18/3 In order to provide full information to the Union, including reasons for contracting, the justification required in Chapter 10, Wisconsin Administrative Code, must be included, along with the required notice to the Union at the time of the Request for Purchase Authorization (RPA).

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

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

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

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

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

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

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

Section 19 Blood Donations

9/19/1 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 20 Employee Election Officials

9/20/1 Employees who are appointed as Election Officials for public elections under the authority of the municipal clerk may serve without loss of pay for scheduled work hours on a public primary or general election day. Employees must submit to the supervisor a written request to be absent to serve as an Election Official at least seven (7) calendar days in advance of the election and must provide written verification from the municipal clerk of their appointment as an Election Official. Management reserves the right to limit the number of employees approved for leave on any given election day based on operational needs.

Section 21 Whistleblower

9/21/1 The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee protection on disclosure of information, commonly known as the “whistleblower” law.

Section 22 Reorganization

9/22/1 Whenever the Employer decides to reorganize any state agency or subdivision thereof which affects fifty (50) or more employees in a bureau or employing unit, the Union shall be given thirty (30) days advance notice whenever practicable and an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employees in the bargaining unit.

Section 23 Employee Assistance

9/23/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee’s efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known by the Employer and/or the Union. Any referral to or contact with the Employee Assistance Program (EAP) and the reasons for the referral or contact, will be handled in a confidential manner.

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 IX, Section 16 (Travel and Lodging).

Section 2 Professional Meetings

10/2/1 Employees shall be granted five (5) days without loss of pay each fiscal year at the employee's discretion, regardless of sponsorship to attend professional meetings, conventions, certification exams, institutes, seminars, continuing education, or workshops or functions related to the advancement of the employee's career or for professional development. The employee's request to attend such meetings must be submitted to the Employer at least fourteen (14) days in advance of such function. Specific requests can be denied only if not career related or operational needs do not permit. An employee denied approval to attend a professional meeting under these provisions shall receive written notice of that denial at least seven (7) days prior to the meeting. At the sole discretion of the Employer, all or a portion of travel expenses and/or program registration fees 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 employee shall request in writing and shall receive advance written approval or denial of reimbursement from the Employer. The professional development days shall only be at the request of the employee and not Employer directed. 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. An employee may return early from such a leave upon approval by the Employer.

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 semester or the equivalent. 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. Six (6) credits may be granted if the overall cost of tuition is less than the tuition cost of five (5) credits.

Section 5 Tuition Reimbursement

10/5/1 Prior to the commencement of any career-related courses at accredited educational institutions, the employee shall request in writing and shall receive advance written approval or denial of reimbursement from his/her appointing authority. Employees who receive approval to attend career-related courses at accredited higher educational institutions shall be reimbursed seventy five percent (75%) of the actual tuition costs, not to exceed seventy five percent (75%) of the tuition cost in effect at UW-Madison, for up to fifteen (15) credit hours during the term of the Agreement, upon successful completion of approved courses and continued employment at time of completion.

10/5/2 Career-related courses are those that are related to an employee's current position or those which aid an employee in progressing to any classification in the employee's current classification series or to any classification in a related occupational group within the bargaining unit within the agency.

10/5/3 The provisions of this Section represent the minimum standards for tuition reimbursement. 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 Wage Adjustments

11/1/1 The Employer agrees to provide all employees covered by this Agreement the following general wage adjustments:

A. First Fiscal Year 2007-2008

Effective the first day of the pay period following the effective date of the Agreement, the Employer will apply the following wage adjustments in the order set forth below, subject to the new pay range maximum that takes effect on the same date:

1. Progression adjustments for eligible employees will be provided in accordance with Appendix C.

2. General Wage Adjustment (GWA): Each eligible employee in pay status on the effective date, or who retired, died or was laid off on or after June 24, 2007, will receive a GWA of two percent (2.0%). An employee who is not eligible to receive any portion of the GWA due solely to the pay range maximum limitation will be eligible to receive an Annualized GWA Payment under C./1., below.

3. Pay Schedule Implementation: The pay schedule effective the first pay period following the Agreement effective date and specified in Appendix B-1 will be implemented.

B. Second Fiscal Year 2008-2009

Effective the first day of the pay period following the effective date of the Agreement, the Employer will apply the following wage adjustments in the order set forth below, subject to the new pay range maximum that takes effect on the same date:

1. Progression adjustments for eligible employees will be provided in accordance with Appendix C.

2. GWA: Each eligible employee in pay status on the effective date, or who retired, died or was laid off on or after July 6, 2008, will receive a GWA of one percent (1.0%). An employee who is not eligible to receive any portion of the GWA due solely to the pay range maximum limitation will be eligible to receive an Annualized GWA Payment under C./1., below.

3. Pay Schedule Implementation: The pay schedule specified in Appendix B-2 will be implemented.

4. Schedule Implementation: The pay range schedule specified in Appendix B-3 will be implemented.

5. Pay Range Reassignments: Pay range reassignments will be implemented as indicated in Appendix F. Pay on reallocation provisions will not apply.

Each eligible employee in pay status on the effective date, or who retired, died or was laid off on or after October 12, 2008, will receive the following adjustments:

6. Placement Stratification for Newly Broadbanded Classifications: Each employee whose position was reallocated in accordance with Appendix F will have his/her base pay rate adjusted as follows, subject to the pay range maximum. Refer to 108% and 116% broadband placement threshold amounts provided in Appendix B-3 for a. and b., below.

a. Each employee whose position was reallocated from a classification that had been assigned to pay ranges 08-05 or 08-08 before the reallocation will receive the greater of the employee's current base pay rate or a rate eight percent (8.0%) greater than the applicable broadband pay range minimum.

b. Each employee whose position was reallocated from a classification that had been assigned to pay range 08-06 or 08-09 before the reallocation will receive the greater of the employee's current base pay rate or a rate sixteen percent (16.0%) greater than the applicable broadband pay range minimum.

c. All other employees will retain their current base pay rates.

7. Market/Equity Stratification: Each employee in pay status on the effective date of the Agreement is eligible for the adjustment below, subject to the applicable pay range maximum:

<u>Full Years of State Service as of June 30, 2008</u>	<u>Increase</u>
<u>Zero through 9 years</u>	<u>\$0.65/hr</u>
<u>10 through 14 years</u>	<u>\$0.76/hr</u>
<u>15 through 19 years</u>	<u>\$0.91/hr</u>
<u>20 or more years</u>	<u>\$1.01/hr</u>

Effective June 7, 2009, or the first pay period following the effective date of the Agreement, whichever is later, the Employer will apply the following wage adjustments in the order set forth below, subject to the new pay range maximum that takes effect on the same date:

8. Progression adjustments for eligible employees will be provided in accordance with Appendix C.

9. GWA: Each eligible employee in pay status on the effective date, or retired, died or was laid off on or after June 7, 2009, will receive a GWA of two percent (2.0%). An employee who is not eligible to receive any portion of the GWA due solely to the pay range maximum limitation will be eligible to receive an Annualized GWA Payment under C./1., below.

10. Pay Schedule Implementation: The pay schedule specified in Appendix B-3 will be implemented.

C. Pay Range Limitation Payments

1. Subject to 2. and 4., below, employees who, solely due to the pay range maximum limitation, were ineligible for part or all of a GWA provided under A./2., B./2., or B./9., above, the Placement Stratification adjustment under B./6., or the Market/Equity Stratification adjustment under B./7., above, will be granted lump sum payments in accordance with the following:

a. Employees who receive a GWA of less than two percent (2.0%) under A./2., above, solely because of the pay range maximum limitation will receive an Annualized GWA Payment equal to the difference between the value of two percent (2.0%) of the employee's base pay rate prior to application of the GWA and the amount the employee actually received, multiplied by 2088.

b. Employees who received no GWA under A./2., above, solely because of the pay range maximum limitation will receive an Annualized GWA Payment equal to two percent (2.0%) of their base pay rate, multiplied by 2088.

c. Employees who receive a GWA of less than one percent (1.0%) under B./2., above, solely because of the pay range maximum limitation will receive an Annualized GWA Payment equal to the difference between the value of one percent (1.0%) of the employee's base pay rate prior to application of the GWA and the amount the employee actually received, multiplied by 2088.

d. Employees who received no GWA under B./2., above, solely because of the pay range maximum limitation will receive an Annualized GWA Payment equal to one percent (1.0%) of their base pay rate, multiplied by 2088.

e. Employees who receive a Placement Stratification or Market/Equity Stratification adjustment less than the full amount for which they were eligible under B.6. or B./7., above, solely because of the pay range maximum limitation will receive a lump sum payment equal to the difference between the value of the market adjustment they could have received and the amount the employee actually received, multiplied by 1520.

f. Employees who received no Placement Stratification or Market/Equity Stratification adjustment under B.6. or B./7., above, solely because of the pay range maximum limitation will receive a lump sum payment equal to the market adjustment they could have received, multiplied by 1520.

g. Employees who receive a GWA of less than two percent (2.0%) under B./9., above, solely because of the pay range maximum limitation will receive an Annualized GWA Payment equal to the difference between the value of two percent (2.0%) of the employee's base pay rate prior to application of the GWA and the amount the employee actually received, multiplied by 160.

h. Employees who received no GWA under B./9., above, solely because of the pay range maximum limitation will receive an Annualized GWA Payment equal to two percent (2.0%) of their base pay rate, multiplied by 160.

2. The Pay Range Limitation Payments provided under C./1., above, will be pro-rated based on the employee's budgeted FTE on the effective date of the corresponding wage increase provision, or on the employee's budgeted FTE immediately prior to retirement, death, or layoff.

3. The Pay Range Limitation Payments will be made as soon after the effective date as is administratively feasible.

4. Employees who are not in pay status on the effective date of the applicable Pay Range Limitation Payment and who return from an approved leave of absence or layoff from a bargaining unit position during the term of the Agreement will receive any payment for which they would otherwise have been eligible.

Section 2 Employees Not Eligible for Wage Adjustments

11/2/1 The following employees shall not be eligible for the wage adjustments set forth in Section 1 of this Article:

A. Those employees who have previously been considered for or received a GWA during the 2007-2008 or 2008-2009 fiscal years in another bargaining unit or as a non-represented employee.

B. Employees who have separated from state service, other than retirement, death or layoff, prior to the effective date of this Agreement.

C. Employees who retired, died or were laid off prior to June 24, 2007.

Section 3 Lump Sum Wage Payments for Delay in Implementation of the Agreement

11/3/1 A. A lump sum wage payment will be paid to each employee who receives at least one wage increase under Section 1, above. This lump sum wage payment will be equal to the sum of the amounts calculated under 1. through 5., below, minus the cumulative difference between the state health insurance premiums owed under the provisions of Article XII, Section 1 of this Agreement, and the health insurance premiums already paid by the employee. In the event that the lump sum wage payment is not large enough to pay off the health insurance premiums owed, the state shall recover the remainder of the health insurance premiums owed in a reasonable manner.

1. The amount of the base pay increase for 2% GWA under 11/1/1 A./2., above, multiplied by all hours in pay status from June 24, 2007 to the effective date of this Agreement.

2. The amount of the base pay increase for the 1% GWA under 11/1/1 B./2., above, multiplied by all hours in pay status from July 6, 2008 to the effective date of this Agreement.

3. The amount of the base pay increase for the Broadband Placement Stratification under 11/1/1 B./6., above, multiplied by all hours in pay status from October 12, 2008 to the effective date of this Agreement.

4. The amount of the base pay increase for the Market/Equity Stratification under 11/1/1 B./7., above, multiplied by all hours in pay status from October 12, 2008 to the effective date of this Agreement.

5. The amount of the base pay increase for the 2% GWA under 11/1/1 B./8., above, multiplied by all hours in pay status from June 7, 2009 to the effective date of this Agreement.

B. The following employees shall be eligible:

1. Employees who were at all times in the bargaining unit between June 24, 2007, and the effective date of the Agreement.

2. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit on or after June 24, 2007, and before the effective date of the Agreement.

3. New state employees hired into the bargaining unit between June 24, 2007, and the effective date of the Agreement.

4. Employees hired into the bargaining unit from another certified state bargaining unit between June 24, 2007, and the effective date of the Agreement and prior to the effective date of a corresponding general wage increase of the employee's former bargaining unit.

5. Employees in the bargaining unit who are on or returned from a leave of absence between June 24, 2007, and the effective date of the Agreement. Employees who went on a leave of absence from a position in the bargaining unit after June 24, 2007, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

6. Former employees of the bargaining unit who retired from or died while serving in a bargaining unit position between June 24, 2007, and the effective date of the Agreement.

C. For purposes of calculating employee benefits, the lump sum wage payment shall be considered as salary or wages earned during the period commencing June 24, 2007 through the effective date of the wage adjustments.

D. The lump sum payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

11/3/2 Employees entering the PERSA bargaining unit who have not been previously considered for or received a 2007-2008 or 2008-2009 fiscal year General Wage Adjustment due to a delay in implementation of the 2007-2009 Agreement in the employee's previous bargaining unit shall receive the General Wage Adjustment(s) or Annualized General Wage Adjustment(s), provided under Section 1, above, respectively, effective prior to any pay on appointment adjustments. The Annualized General Wage Adjustment amount shall be equal to the value of the General Wage Adjustment(s) minus the amount the employee actually received, multiplied by the number of hours remaining in the fiscal year. This lump sum shall be prorated based on FTE of the new PERSA position on the appointment date.

11/3/3 Employees receiving a GWA under 11/3/2 are also eligible to receive an associated lump sum payment for all hours in pay status from the effective date(s) of the GWA(s) provided in Section 1, above, to the effective date of the movement to a position covered by this Agreement.

11/3/4 Employees receiving a GWA under 11/3/2 are also eligible to receive the associated lump sum payment provided under 11/3/1 for all hours in pay status from the applicable date(s) in 11/3/1 to the effective date of the GWA(s) provided in Section 1.

Paragraphs 11/3/2 through 11/3/4 will sunset on June 30, 2009 or the effective date of the Agreement, whichever is later, regardless of Agreement extension, unless the parties mutually agree to extend.

Section 4 Pay Administration

11/4/1 Pay administration during the term of this Agreement will be in accordance with Chapter ER 29, Wis. Adm. Code, except where specifically modified by this Agreement. Effective with the implementation of broadband pay ranges 8-03 and 8-04 and the reallocation of employees to classifications assigned to pay ranges 8-03 and 8-04, provisions 11/4/2 through 11/4/6, below, will no longer be effective and pay administration will be in accordance with the provisions of the Broadband Pay System in Appendix A. Pay administration for the reallocation of employees into broadbanded classifications is described in Section 1 of this Article.

11/4/2 Pay on Reallocation to a Higher Classification.

The pay of regraded employees whose positions are reallocated to a higher classification shall be determined in accordance with s. 29.03(3), Wis. Admin. Code, except regraded employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the pay range minimum, whichever is greater.

11/4/3 Pay on Reclassification to a Higher Classification.

The pay of regraded employees whose positions are reclassified to a higher classification shall be determined in accordance with s. 29.03(3)(c), Wis. Admin. Code, except that in lieu of the increase amounts provided pursuant to s. 29.03(3)(c), such regraded employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

11/4/4 Pay on Promotion.

Pay on promotion will be determined in accordance with s. 29.03(4), Wis. Admin. Code, except that in lieu of the increase amounts provided pursuant to s. 29.03(4)(b), Wis. Admin. Code, employees will receive an amount equal to eight percent (8%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

11/4/5 Pay on Completion of First Six (6) Months of Probation.

Effective July 2, 2000, no six month increases shall be granted to employees upon completion of the first six (6) months of any probationary period.

11/4/6 For all pay adjustments effective on or after July 2, 2000, all references to "PSICM" in the Agreement and ER 29, Wis. Adm. Code, will be changed to "minimum."

11/4/7 Pay progression for certain classifications will be administered in accordance with the provisions of Appendix C.

Section 5 Periodic Classification/Pay Range Assignment Meetings

11/5/1 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 and/or compensation 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/reassignments of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

11/5/2 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 the reassignment of a classification to a lower pay range.

11/5/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

Section 6 HAM Notification

11/6/1 In the event the Employer uses Hiring Above the Minimum (HAM) for recruitment, OSER will notify the Union before implementation. Semi-annually, OSER will provide to the Union the HAM Request and Authorization Form and the names and starting salaries of employees hired using HAM during the previous six (6) months. OSER will make a reasonable attempt to provide accurate and complete information. Disputes which arise concerning the accuracy or completeness of the information will not be subject to the grievance procedure as outlined in Art. IV. Effective with the implementation of the Broadband Pay System, the Employer may no longer use HAM to recruit for positions represented by PERSA.

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 Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.

12/1/3 The employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying health insurance plan has been assigned for employees appointed to work one thousand and forty four (1044) hours or more per year. Employee contributions under this three-tier approach are as follows:

	<u>Employee Monthly Contribution</u> <u>Effective January 2008</u> <u>through December 2008</u>		<u>Employee Monthly Contribution</u> <u>Effective January 2009</u> <u>through December 2009</u>	
	<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
<u>Tier 1</u>	<u>\$27.00</u>	<u>\$68.00</u>	<u>\$31.00</u>	<u>\$78.00</u>
<u>Tier 2</u>	<u>\$60.00</u>	<u>\$150.00</u>	<u>\$69.00</u>	<u>\$173.00</u>
<u>Tier 3</u>	<u>\$143.00</u>	<u>\$358.00</u>	<u>\$164.00</u>	<u>\$412.00</u>

Qualifying health insurance plans, and the tier to which each will be assigned, will be determined in accordance with standards established by the Group Insurance Board.

The administrative means by which the monthly premium payments are paid by employees will be established in a manner that does not cause undue hardship on affected employees.

12/1/4 The Employer agrees to pay fifty percent (50%) of the total monthly premium amount for the health plan selected for insured employees in part-time positions who are appointed to work for at least six hundred (600) hours but less than one thousand forty-four (1044) hours per year.

12/1/5 The Employer agrees to offer the State Maintenance Plan in those counties in which there are no approved alternative plans.

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 monthly 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 .0625 hour for each hour in pay status, not to exceed five (5) 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 eighty (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 the Employer requires such a certificate or verification, if requested by the employee, the Employer will provide the reason behind its belief that the employee is abusing the sick leave privilege or may not be physically fit to return to work. The Employer will provide this information within twenty-four (24) hours of receipt of the employee's request. The Employer will pay the cost of the medical certificate if it is not covered by the employee's present health insurance program. In addition, when an employee has been identified as a sick leave abuser by the Employer and is required to obtain a medical doctor's statement for sick leave use, the notice of such requirement will be given to the employee and the Union in writing. 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 personal medical or dental appointments which cannot be scheduled at times other than during working hours. 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.

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 paragraph 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 or are permanently laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or who are permanently laid off, under the following conditions:

A. The credits shall be based upon an employee's full number of years of adjusted continuous service on the date of retirement, layoff or death.

B. The credits shall be calculated based on the employee's sick leave balance on the date of retirement, layoff or death.

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

For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire, are laid off or die with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of seventy eight (78) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick

leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

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

C. If, at the time of retirement, layoff or death, the employee has adjusted continuous service of less than twenty five (25) years, multiply the number of years as general by fifty two (52) hours. Multiply the number of years as protective by seventy eight (78) hours. Combine these totals to determine the maximum matching credits.

D. If, at the time of retirement, layoff or death, the employee has adjusted continuous service of over twenty four (24) years, determine the proration based on the first twenty four (24) years of service and then add one hundred four (104) hours for each year of adjusted continuous service over twenty four (24) years.

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

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

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

These credits shall be converted using the employee's highest base pay rate while in state service.

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

E. Credits granted to a permanently laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee is reemployed or 5 years have elapsed from the date of layoff, whichever occurs first.

12/4/4 The Employer agrees to continue in effect the provisions of s. 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 s. 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 any agency of the state within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the State 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 restoration, 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), Wis. Stats., 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 basic 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 or seasonal position pursuant to s. 230.28, Wis. Stats., or as a trainee unless covered under Wis. Adm. Code Rules of the Administrator, Division of Merit Recruitment and Selection, employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

A. FLSA Non-Exempt Employees.

Full Years of Service	Annual Leave
0 yr. to 5 yrs.	104 hrs.
5+ yrs. to 10 yrs.	144 hrs.
10+ yrs. to 15 yrs.	160 hrs.
15+ yrs. to 20 yrs.	184 hrs.
20+ yrs. to 25 yrs.	200 hrs.
25 yrs. or more	216 hrs.

B. FLSA Exempt Employees

Full Years of Service	Annual Leave
0 yr. to 5 yrs.	120 hrs.
5+ yrs. to 10 yrs.	160 hrs.
10+ yrs. to 15 yrs.	176 hrs.
15+ yrs. to 20 yrs.	200 hrs.
20 yrs. or more	216 hrs.

C. Seasonal, School Year and Part-Time Employees.

Employees in pay status for less than eighty (80) hours during any biweekly pay period during the calendar year shall be granted pro rata annual leave consistent with A. or B., 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 otherwise provided in this Agreement.

B. Annual leave for covered employees shall be pro-rated by computing hourly annual leave amounts earned for each hour in pay status as follows:

Annual Leave Rate	Conversion Factor
80 hr. rate	.038314 per hour
120 hr. rate	.057471 per hour
136 hr. rate	.065134 per hour
144 hr. rate	.068966 per hour
160 hr. rate	.076628 per hour
176 hr. rate	.084291 per hour
184 hr. rate	.088123 per hour
200 hr. rate	.095785 per hour
216 hr. rate	.103448 per hour

C. Employees eligible for annual leave as provided in Subsection B. 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 pro-rated 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.

12/5/4A Employees in this bargaining unit may chose one of the following options in 12/5/4B, 12/5/5 or 12/5/6, depending on the amount of annual leave or sick leave which they have accumulated.

12/5/4B Beginning in calendar year 1994, employees who earn less than one hundred sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred and twenty (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 pro-rated 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/sabbatical leave.

Employees who have accumulated the five hundred and twenty (520) hours of sick leave at the end of the "B" pay period in October, 1994 and employees who qualify at any time after the "B" pay period in October, 1994 will be permanently eligible for this benefit.

12/5/5 Employees eligible for one hundred sixty (160) or one hundred seventy six (176) hours annual leave each year may, at their option, elect to receive forty (40) hours or pro-rated 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/sabbatical leave.

12/5/6 Employees eligible for two hundred (200) hours or two hundred sixteen (216) annual leave each year may, at their option, elect to receive eighty (80) hours or pro-rated portion thereof of such benefit under one (1) or more of the following options each year:

- A. Not to exceed forty (40) hours in cash during the year earned.
- B. Annual leave during the year earned.
- C. As credit for termination/sabbatical leave.

12/5/7 Effective January 2005, employees eligible for two hundred sixteen (216) hours annual leave each year under 12/5/2/B., may, at their option, elect to receive one hundred twenty (120) hours or prorated portion thereof such benefit under one (1) or more of the following options each year:

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

Section 6 Leave for Promotional Exams

12/6/1 The Employer agrees to provide leaves of absence for promotional examinations in state service during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to sixteen (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 appointing authority.

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 appointing authority 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, 8 and 9 below and Article II, Sections 11 and 12.

12/7/2 Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification of a medical doctor, that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion.

12/7/3 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 twelve (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.

12/7/4 Paternity leave of absence for childbirth shall be allowed for a maximum period of up to six (6) months.

12/7/5 School Year Employees--Employees whose services are not required at institutions or schools during a summer or vacation period recess, shall be granted leave of absence without pay.

12/7/6 Except as provided in Section 9 of this Article, whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

Employees on military leave without pay for duly authorized inactive duty training or active duty for training shall continue to earn vacation , sick leave, and legal holiday credits.

12/7/7 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.

12/7/8 One employee who is elected or appointed as the Union or WFT 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 12/7/10. The rights of such employee who returns after a two (2) year time period shall be limited to reinstatement within the agency 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.

12/7/9 Any employee who is elected or appointed as the president of an AFL-CIO central labor body or the Wisconsin Federation of Teachers 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 12/7/10.

12/7/10 Except as provided in 12/7/8 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 agency, 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 Leaves of Absence With Pay Due to Injury Under Special Conditions

12/8/1 Sections 230.36(1), (2) and (3), Wis. Stats., or as amended are hereby adopted by reference, subject to the conditions and limitations set forth herein.

12/8/2 Injured employees who meet the qualifying provisions of s. 230.36(4), Wis. Stats., may be granted a leave of absence for up to six (6) months from the date of injury.

12/8/3 Application for benefits under s. 230.36, Wis. Stats., shall be made by the employee or his/her representative to the appointing authority within fourteen (14) calendar days from the date of injury, on forms provided by the Employer. While medical verification is required for final approval of a claim, failure by the physician to provide verification within the fourteen (14) days shall not be the basis for denial. In extenuating circumstances, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence, and the qualifying duties on which the application is based.

12/8/4 Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employee of his/her decision to authorize or deny the claim.

12/8/5 If an employee's claim for benefits under this Section is denied by the appointing authority, the employee may, within thirty (30) calendar days, file an appeal at the third step of the grievance procedure provided under Article IV of this Agreement. For the purposes of this Section, the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the Personnel Commission shall not be applicable.

12/8/6 Approved payments under this Section shall continue from the date of inability to work until the date the employee returns to work or until the employee's status is changed to worker's compensation, disability retirement, new assignment, or other appropriate status. When the appointing authority takes action to change the employee's status, the employee may file an appeal at the third step of the grievance procedure provided under Article IV of this Agreement. Employees on approved leave under this Section shall be entitled to full base pay plus any unitwide pay increases and personal holidays.

12/8/7 Employees on approved leave with pay under this Section shall earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum period of six months, unless extended by the Employer. Employees shall be denied legal holiday credits for holidays which occur during the period of absence.

12/8/8 Except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to workers' compensation, under no circumstances shall an employee receive more than his/her base rate of pay for the job in which he/she was performing at the time of injury.

12/8/9 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. An additional examination with identical requirements may be performed by the employee's physician at the employee's expense. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer and the employee. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take other action consistent with 12/4/2/F. Upon return to full work status, an employee's benefits under this Section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefits resume for the period of treatment recommended, providing such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

Section 9 Military Service

12/9/1 Annual Field Training: The Employer agrees to grant employees who have permanent status and who are members of 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, a leave of absence without loss of pay not to exceed thirty (30) workdays in any calendar year. Employees shall elect to receive their State pay or military pay. If State pay is selected, the amount of base military pay, exclusive of allowances, for the actual number of workdays lost shall be deducted from the State pay. Such leave shall be provided without loss of time in the service of the State to enable

employees to attend military school, 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 active duty or extended active duty as a member of the active armed forces of the United States, or for absences of less than three (3) consecutive days. 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.

12/9/2 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.

12/9/3 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 s. 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.

12/9/4 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.

12/9/5 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.

12/9/6 Differential pay, sick leave, and annual leave for employees activated into certain federal service.

A. Subject to C., below, an employee who is activated to serve on military duty in the U.S. armed forces shall be paid his or her state salary, less any military pay and housing allowances that he or she receives, during the period in which the employee is on military duty in the U.S. armed forces, unless the military pay and housing allowances equal or exceed his or her state salary, and shall

accumulate sick leave and paid annual leave of absence as though no interruption in service has occurred if all of the following apply:

1. On or after January 1, 2003, the employee is activated to serve, or is serving, on military duty in the U.S. armed forces, other than for training purposes.

2. On the date on which he or she is activated, the employee is either a member of the Wisconsin national guard or a member of a reserve component of the U.S. armed forces or is recalled to active military duty from inactive reserve status.

3. The employee has received a military leave of absence under 12/7/6, under this Section, under s. 230.35(3), Wis. Stats., or under rules promulgated by the office of employment relations.

B. Subject to C., below, on or after January 1, 2003, an employee who is required to serve, or who is serving, in the U.S. public health service and who is on detail with any of the U.S. armed forces shall be paid his or her state salary, less any federal pay and housing allowances that he or she receives, during the period in which the employee is detailed for duty with any of the U.S. armed forces, unless the federal pay and housing allowances equal or exceed his or her state salary, and shall accumulate sick leave and paid annual leave of absence as though no interruption in service has occurred.

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a) or under 12/9/1 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a) or 12/9/1.

2. The governor, by executive order, may extend the period that an employee receives the pay and benefits under 1., above, up to a period of two (2) years from the date on which the person is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service. The governor may make up to three (3) additional extensions under this paragraph, each of which may not exceed a period of two (2) years. Any extension granted by the governor under this paragraph may apply to an individual employee or to a group of employees, as determined by the governor.

3. No employee who is eligible to receive the pay and benefits under A., or B., above, may receive the pay or benefits for any service in the U.S. armed forces or the U.S. public health service for any such service before January 1, 2003.

D. An appointing authority shall permit an employee who is eligible to receive the pay and benefits authorized under A., or B., above, and who has completed his or her duty with the U.S. armed forces or the U.S. public health service to use up to 160 hours of accumulated paid leave before the employee resumes employment with the state. Any accumulated paid leave that is used under this paragraph must be used no later than 30 days after the employee has completed his or her duty with the U.S. armed forces or the U.S. public health service. If, after using such leave, an employee has any paid leave remaining that was accumulated while on duty with the U.S. armed forces or the U.S. public health service, the appointing authority shall permit the employee to carry over the leave into the next calendar year for use in that year.

12/9/7 If an employee who is eligible to receive the pay and benefits authorized under 12/9/6 was activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 12/9/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 10 Jury Duty

12/10/1 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 11 Retirement

12/11/1 The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats., and the appropriate Adm. Code rules of the Employee Trust Funds Board.

12/11/2 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 State.

12/11/3 Effective July 1, 1986, the Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

12/11/4 Effective with the first pay period after the effective date of the Agreement, the Employer shall pay the additional three tenths of one percent (.3%) employee share of the required benefit adjustment for general occupational employees.

Section 12 Holidays

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

Independence Day	July 4, 200 <u>7</u>	July 4, 200 <u>8</u>
Labor Day	September <u>3</u> , 200 <u>7</u>	September <u>1</u> , 200 <u>8</u>
Thanksgiving Day	November 22, 200 <u>7</u>	November 27, 200 <u>8</u>
Christmas Eve	December 24, 200 <u>7</u>	December 24, 200 <u>8</u>
Christmas	December 25, 200 <u>7</u>	December 25, 200 <u>8</u>
New Year's Eve	December 31, 200 <u>7</u>	December 31, 200 <u>8</u>
New Year's	January 1, 200 <u>8</u>	January 1, 200 <u>9</u>
Martin Luther King Jr. Day	January <u>21</u> , 200 <u>8</u>	January <u>19</u> , 200 <u>9</u>
Memorial Day	May <u>26</u> , 200 <u>8</u>	May <u>25</u> , 200 <u>9</u>

12/12/2 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.

12/12/3 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.

12/12/4 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) hours.

12/12/5 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 plus one (1) additional paid personal holiday each calendar year, effective calendar year 2004 in recognition of Veterans Day. All employees not satisfactorily completing their probationary period will earn only the annual pro-rated amount of their personal holidays. Personal holidays shall be scheduled and taken as provided in Article VI, Section 5 (Hours of Work).

12/12/6 Under the provisions of 12/12/1, 2, 3, and 4 above, permanent part-time employees will have all holidays pro-rated. The proration of legal holidays for part-time employees will be based upon the number of hours an employee is scheduled to work during the pay period in which the holiday falls, i.e., if an employee is scheduled for forty (40) hours during the pay period, he/she will be given four (4) hours for the holiday.

Section 13 Payment for Working Holidays

12/13/1 Holiday Premium Pay

When employees are required by the Employer to work on a holiday provided in 12/12/1 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.

12/13/2 Holiday Compensatory Time

In addition to the compensation provided to employees under 12/13/1, 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 full holiday.

12/13/3 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, Section 5 (Hours of Work). The Employer may permit such time to be anticipated.

Section 14 Administration of Worker's Compensation Benefits

12/14/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., 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.

12/14/2 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.

12/14/3 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 15 Witness Fees

12/15/1 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 16 Dental Insurance Deduction

12/16/1 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. The Union shall notify the Employer of the premium amounts and the intent to offer ninety (90) days in advance of the first deduction.

Section 17 Employee Funded Reimbursement Accounts (ERA)

12/17/1 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 18 Family and Medical Leave Acts

12/18/1 The parties agree to abide by the provisions of the Wisconsin Family and Medical Leave Act and the Federal Family and Medical Leave Act of 1993, or as they may be amended.

Section 19 Americans with Disabilities Act

12/19/1 The Union and the Employer agree that the language of this Agreement will be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act or as it may be amended.

Section 20 Catastrophic Leave

12/20/1 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.

12/20/2 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.

12/20/3 A joint committee composed of equal representation of the Union 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. One (1) representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one (1) classified non-represented employee, and designated Employer representatives will comprise a joint committee.

12/20/4 Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies' approval. Covered employees for purposes of this provision means any state employee having access to a Catastrophic Leave Program, excluding employees in positions under s. 230.08(cm), (d) and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin Investment Board and elected officials.

12/20/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

12/20/6 Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

12/20/7 The local union 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.

12/20/8 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 one hundred and sixty (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 local union approval committee.
- H. Part-time employees will receive leave on a pro-rated basis up to the FTE of scheduled hours.
- I. Must remain a state employee.
- J. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Pro-rated based on FTE).

12/20/9 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 forty (40) hours of accrued personal holiday, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (Pro-rated based on FTE).
- C. Must remain a state employee.

12/20/10 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.

12/20/11 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. Canceling the civil service status of any employee engaging therein;

C. Seeking an injunction and/or requesting the imposition of fines either against the Union and/or the employee(s) engaging therein, and/or suing for damages because of such strike activity.

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 twenty four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

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

General

Section 1 Obligation to Bargain

14/1/1 This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the rules of the Secretary relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Partial Invalidity

14/2/1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 3 Definition of Probationary Employee

14/3/1 The term "probationary employee" as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent, sessional and seasonal positions in the classified service shall be for a probationary period of six (6) months except as specifically provided in s. 230.28, Wis. Stats., and Wis. Admin. Code, Section Pers 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

14/3/2 The inclusion of this Section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this Section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this Section.

Section 4 Retroactivity

14/4/1 No provision of this contract will be retroactive unless specifically so stated.

ARTICLE XV

Termination of Agreement

15/1/1 Except as otherwise provided herein, the terms and conditions of this Agreement shall continue in full force and effect commencing on November 7, 2009, and terminating on June 30, 2009, 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.

MEMORANDUM OF UNDERSTANDING #1
2007 – 2009 AGREEMENT

STEWARD/GRIEVANCE REPRESENTATIVE TRAINING

The Employer agrees to provide eighty (80) hours (8 hours for 10 new and current stewards) of leave without loss of pay for the term of the agreement for the purposes of steward training. Each employee must give his/her immediate supervisor fourteen (14) calendar days advance notice of their attending this training. Management may deny attendance based on operational needs.

Training curriculum will be developed by the Union and shared with OSER four weeks prior to the start of training. OSER concerns with the training curriculum and instructors will be discussed between the parties. A list of attendees will be provided to OSER within two weeks following the session.

MEMORANDUM OF UNDERSTANDING #2

LEAVE FOR EXECUTIVE BOARD OF AFT-WISCONSIN BUSINESS

Annually on July 1st, a total of forty (40) hours leave without pay shall be granted to a member of PERSA elected to a Vice-President position on the Executive Board of AFT-Wisconsin. This MOU will sunset with the 2007-2009 agreement.

APPENDIX A
2007-2009 AGREEMENT

Broadband Pay System

Section 1 **Coverage**

The provisions of this Appendix apply to permanent employees in positions allocated to classifications assigned to a broadband pay range newly implemented during the term of the contract.

Section 2 **Effective Date**

Except as indicated in Section 5, below, the provisions of Appendix A are effective the first pay period following the effective date of the Agreement for broadband pay ranges 8-03 and 8-04 implemented on that date immediately after broadband schedule implementation.

Section 3 **Definitions**

The definitions set forth in ss. ER 1.02 and ER-MRS 1.02, Wis. Admin. Code, shall be used for purposes of Appendix A with the following additions:

A. **“Appointment Maximum”** means the maximum base hourly rate an employee may be granted when appointed to a covered position assigned to that “appointment maximum,” except as otherwise provided under Section 4, E. (Pay On Promotion), F. (Pay on Voluntary Transfer), G. (Pay on Involuntary Transfer), or J. (Pay on Reinstatement or Restoration), below. The “appointment maximum” is not the maximum of the pay range. Different classifications assigned to the same pay range may have different appointment maximums. See also “Temporary Appointment Maximum.”

B. **“Effective receipt”** means the date a recommendation is received by the office within the agency that has been delegated, in writing, effective receipt authority by the appointing authority.

C. **“New Appointment Maximum”** means the appointment maximum of the classification an employee is moving to as the result of a personnel transaction. The new appointment maximum is not necessarily different from the appointment maximum of the employee’s previous position.

D. **“New Pay Range Maximum”** means the pay range maximum of the classification an employee is moving to as the result of a personnel transaction. The new pay range maximum is not necessarily different from the pay range maximum of the employee’s previous position.

E. **“Red Circled Pay Rate”** means the base pay rate received by an employee which is above the pay range maximum for the classification of the employee’s position. Employees whose pay has been red circled as a result of a personnel transaction or other circumstance shall continue to receive their present rate of pay until the pay range maximum exceeds their present red circled pay rate. Such employees shall not be eligible to receive any cumulative pay adjustments, except as authorized in this Agreement.

F. **“Temporary Appointment Maximum”** means an appointment maximum which is established temporarily for a specific covered position due to special market needs. Except as otherwise provided in Section 4/E. (Pay on Promotion), F. (Pay on Voluntary Transfer), G. (Pay on Involuntary Transfer) and J. (Pay on Reinstatement or Restoration), below, the “temporary appointment maximum” is the maximum base hourly rate an employee may be granted when appointed to the specific position for which the “temporary appointment maximum” is approved. Once the position for which the “temporary appointment maximum” has been approved is filled, the “temporary appointment maximum” expires.

A “temporary appointment maximum” will be established only under exceptional circumstances and must be pre-approved by the Office of State Employment Relations (OSER). See also “Appointment Maximum.”

G. **“Within Range Pay Step”** means an amount equal to three percent (3%) of the minimum of the applicable pay range.

Section 4 **Transaction Pay Adjustments**

A. **Determining Pay Adjustments for Personnel Transactions**

1. Except as modified by 2., below, and C. through J., of this section, all transaction pay adjustments for employees moving to or between covered positions shall be determined in accordance with ch. ER 29 (Compensation Administration Provisions), Wis. Admin. Code.

2. For purposes of Appendix A, all references to “PSICM” shall be changed to “minimum” in applicable sections of ch. ER 29, Wis. Admin. Code.

B. **Pay on Completion of All Pay Transactions (Minimum Requirement for Employees)**

Upon completion of any personnel transaction, employees shall receive a base pay rate not less than the minimum rate for the classification whether or not the employee is serving a probationary period.

C. Pay on Completion of the First Six Months of a Probationary Period

No six month probationary increases shall be granted to employees upon completion of the first six months of any probationary period.

D. Pay on Original Appointment

An employee's base pay may be set at any rate which is not less than the minimum of the applicable pay range and not greater than the applicable appointment maximum.

E. Pay on Promotion

1. Except as provided in 2. below, an employee's base pay rate may be set, at the discretion of the appointing authority, in accordance with either of the following:

a. The minimum of the pay range through its applicable appointment maximum, or

b. The minimum of the pay range through a rate equal to the employee's current base pay rate plus four (4) within range pay steps, subject to the pay range maximum.

2. An employee's base pay will be increased by an amount not less than eight percent (8%) of the pay range minimum, subject to the applicable appointment maximum.

F. Pay on Voluntary Transfer

1. Except as provided in 2., below, an employee's base pay rate may be set, at the discretion of the appointing authority, in accordance with either of the following:

a. The minimum of the pay range through its applicable appointment maximum; or

b. The minimum of the pay range through a rate equal to the employee's current base pay rate plus four (4) within range pay steps, subject to the pay range maximum.

2. Employees who voluntarily transfer to a position in a classification assigned to a higher classification series level within the same pay range will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the pay range maximum.

G. Pay on Involuntary Transfer, Pay on Transfer While At-Risk or Pay on Transfer in Lieu of Layoff

The appointing authority may use the pay on appointment flexibility provided for voluntary transfers to set pay rates for employees who are involuntarily transferred, transfer while at-risk or who transfer in lieu of layoff, with the following limitations:

1. Pay on involuntary transfer does not apply to employees who are involuntarily transferred for disciplinary purposes.

2. Employees who are involuntarily transferred, transfer while at-risk or who transfer in lieu of layoff shall be paid at least the employee's present rate of pay. If the employee's present rate of pay exceeds the new pay range maximum, it shall be red circled.

3. Employees who are involuntarily transferred, for other than disciplinary purposes, transfer while at-risk, or who transfer in lieu of layoff to a position in a higher classification series level within the same pay range, will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the new pay range maximum.

H. Pay on Demotion While At-Risk or in Lieu of Layoff

The appointing authority may use the pay on appointment flexibility provided for voluntary transfers to set pay rates for employees who demote while at-risk or in lieu of layoff, except that employees shall be paid at least the employee's present rate of pay. If the employee's present rate of pay exceeds the new pay range maximum, it shall be red circled.

I. Pay on Reclassification and Reallocation

1. Except as provided in 2., below, pay on regrade as a result of reclassification or reallocation will be in accordance with s. ER 29.03(3), Wis. Admin. Code, except that an employee reclassified or reallocated to a classification in a higher pay range will receive an increase in the amount of eight percent (8%) of the pay range minimum or the minimum of the pay range, whichever is greater.

2. Regraded employees whose positions are reclassified or reallocated to a higher classification series level within the same pay range will receive an increase in the amount of eight percent (8%) of the pay range minimum, subject to the pay range maximum.

J. Pay on Reinstatement or Restoration

Pay on reinstatement or restoration will be set in accordance with s. ER 29.03(6) or (7), Wis. Admin. Code, respectively, with the following exception. If the appointment maximum corresponding to the position to which the employee is reinstating or restoring is greater than the last rate received plus intervening adjustments, as determined under the applicable section of ch. ER 29, Wis. Admin. Code, the appointing authority may set the employee's pay at a rate not to exceed the appointment maximum. Refer to Section 5., I, for the treatment of Discretionary Compensation Adjustments when determining an employee's pay on reinstatement or restoration.

K. Reporting Requirements

1. Agencies will provide a Pay on Appointment Report as required by OSER. Information provided on this report will include the following:

- a. Agency name and number
- b. Employee name
- c. Employee classification title
- d. Salary prior to adjustment (excluding Pay on Original Appointment)
- e. Salary after adjustment
- f. Employee seniority date
- g. Effective date of the appointment

2. OSER will provide the Union with the Pay on Appointment Report on a quarterly basis within forty-five (45) days of the end of the quarter, and in electronic format. OSER will meet with the Union to review the Pay on Appointment quarterly report, at the Union's request, on a mutually agreed date.

Section 5 Discretionary Compensation Adjustment

A. Granting of Adjustments. Discretionary Compensation Adjustments (DCAs) will be granted at the sole discretion of the appointing authority.

B. Concept. The DCA is intended to provide the appointing authority with the discretion to provide employees with additional economic recognition. The appointing authority shall only grant DCA's in accordance with

the following criteria. The criteria must be applied in a non-discriminatory manner. Written justification must be provided to substantiate the adjustment.

1. Significant and permanent changes in job duties: This shall be defined as newly assigned duties, or duties which were an evolution of the originally assigned functions and which are of a greater scope, impact, and/or complexity compared to the previous functions.

2. Pay Equity: This shall be defined as when the employee is determined to have a salary that is lower than other employee(s) in the same classification performing the same type of work.

3. Retention: This shall be defined as the knowledge base or skill sets an employee utilizes which, if lost, would disrupt operations and/or be costly to replace.

C. Amount

1. Except as provided in 3., below, the DCA may be granted in any amount up to four (4) within range pay steps, subject to the maximum of the pay range. The DCA may be granted as a base pay adjustment and/or in a lump sum dollar amount.

2. An employee may receive more than one DCA during the fiscal year, however, the total amount granted in the form of DCAs in the fiscal year may not exceed an amount equal to four (4) within range pay steps, except as provided in 3., below. The DCA four (4) within range pay step limit per fiscal year per employee includes DCAs granted by one agency or by multiple agencies. For the purpose of applying the four (4) within-range step limitation, lump sum Discretionary Compensation amounts will convert to base pay equivalents as follows: the lump sum Discretionary Compensation amount, divided by the number of standard work hours in the fiscal year, equals the base pay equivalent.

3. In exceptional circumstances, an agency appointing authority may submit a request to the Director of OSER to exceed the four (4) within range pay step limit specified in 1. and 2., above. This request must be accompanied by comprehensive justification. If approved by the Director of OSER, the request will be forwarded to the Secretary of the Department of Administration (DOA) for final approval. Approval of both the OSER Director and DOA Secretary must be obtained prior to awarding any DCAs which exceed the four (4) within range pay step limit.

D. Effective Date. DCAs may be granted at any time during the fiscal year. The effective date of an adjustment will be the beginning of the first pay period following effective receipt of the DCA recommendation.

E. Agency Administration. Agencies must develop administrative procedures which will be used to grant DCAs prior to award of any DCAs. No agency or university campus may award DCAs until its procedures have been reviewed by OSER. Information regarding each agency's procedures will be provided to covered employees in that agency annually.

F. DCA Advisory Group

1. Each agency or university campus with PERSA represented employees will establish a DCA Advisory Group. Each DCA Advisory Group will consist of not more than two (2) management representatives and not more than two (2) union representatives. The union will select the two (2) union representatives to serve on the Advisory Group, who must be broadbanded employees or a union steward, employed within the agency or university campus. The union will keep the Employer informed of bargaining unit Group members in each agency or university campus. Absent selection of union representatives, no Advisory Group will be formed in that agency or university campus.

2. The purpose of the DCA Advisory Group is to independently review DCA recommendations proposed under the provisions of this collective bargaining Agreement and advise the appointing authority as to whether the agency's DCA criteria have been met. The Advisory Group may not comment on the amount of the proposed DCA or recommend that additional DCAs be awarded. This Group will function in an advisory capacity only. The appointing authority or his/her designee has the sole discretion to approve or deny award of DCAs.

3. The management designee as determined by the appointing authority, will forward DCA recommendations to DCA Advisory Group members for review prior to submittal to the appointing authority for decision. Documentation provided to Group members for review will be that which is required by the agency's DCA process. A management representative will chair the DCA Advisory Group. The DCA Advisory Group will meet or teleconference for discussion purposes at times coordinated by the Group chair. The chair will determine the amount of time in which the Advisory Group will provide a written response. Whenever feasible, the Advisory Group will be given five (5) working days after receipt of documentation for review. The chair will provide the written response from the Advisory Group to the appointing authority. Group comments shall be taken into consideration by the appointing authority. Bargaining unit Group members may request use of work time to review DCA recommendations.

4. DCA justifications provided to DCA Advisory Groups for review must include the following:

a. Significant and Permanent Changes in Job Duties: Description of the new duties and tasks assumed by the employee;

b. Equity: Wages of the employee(s) to whom comparison was made and the agency(ies) where the comparable work is performed:

c. Retention: Detail the knowledge base and/or skill sets, and the degree of disruption to agency operations.

G. Reporting Requirements

1. Agencies that grant DCAs will provide reports as required by OSER, including a DCA Recommendation Report. Information provided on this report will include the following:

- a. Agency name and number
- b. Employee name
- c. Employee classification title
- d. Amount of DCA
- e. Employee salary prior to DCA
- f. Employee salary after DCA
- g. Employee seniority date
- h. Applicable criteria
- i. Effective date of the award

2. OSER will provide the Union with the DCA Recommendation Report on a quarterly basis within forty-five (45) days of the end of the quarter, in electronic format. OSER will meet with the Union to review the DCA quarterly report, at the request of the Union, on a mutually agreed date.

3. Copies of the written DCA justification will be retained on file at the awarding agency and will be available upon request of the Union.

H. Funding. The DCA is not considered a “salary adjustment” for which supplemental allotments may be provided under s. 20.865, Wis. Stats.

I. DCAs will not be considered an intervening adjustment for purposes of determining an employee’s pay on reinstatement or restoration.

J. At the annual performance review, an employee may discuss with the supervisor the employee’s opportunity for DCAs.

K. Employees may self-nominate to their supervisor no more than once per fiscal year.

Appendix B-1
PAY SCHEDULE 08: PROFESSIONAL EMPLOYEES IN RESEARCH, STATISTICS AND ANALYSIS
Effective November 8, 2009 for fiscal year 2007-2008 transactions

<u>Pay</u> <u>Range</u>	<u>Official Hourly Rate</u>			<u>8% of</u> <u>Minimum</u>	<u>Monthly Basis*</u>		<u>Annual Basis*</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Within</u> <u>Range</u> <u>Step</u>		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>08-01</u>	<u>12.731</u>	<u>18.721</u>	<u>0.382</u>	<u>1.019</u>	<u>2,215</u>	<u>3,257</u>	<u>26,582</u>	<u>39,089</u>
<u>08-02</u>	<u>13.769</u>	<u>20.355</u>	<u>0.414</u>	<u>1.102</u>	<u>2,396</u>	<u>3,542</u>	<u>28,750</u>	<u>42,501</u>
<u>08-03</u>	<u>14.897</u>	<u>22.125</u>	<u>0.447</u>	<u>1.192</u>	<u>2,592</u>	<u>3,850</u>	<u>31,105</u>	<u>46,197</u>
<u>08-04</u>	<u>16.124</u>	<u>24.056</u>	<u>0.484</u>	<u>1.290</u>	<u>2,806</u>	<u>4,186</u>	<u>33,667</u>	<u>50,229</u>
<u>08-05</u>	<u>17.444</u>	<u>26.181</u>	<u>0.524</u>	<u>1.396</u>	<u>3,035</u>	<u>4,556</u>	<u>36,423</u>	<u>54,666</u>
<u>08-06</u>	<u>18.878</u>	<u>28.495</u>	<u>0.567</u>	<u>1.511</u>	<u>3,285</u>	<u>4,958</u>	<u>39,417</u>	<u>59,498</u>
<u>08-07</u>	<u>20.429</u>	<u>31.023</u>	<u>0.613</u>	<u>1.635</u>	<u>3,555</u>	<u>5,398</u>	<u>42,656</u>	<u>64,776</u>
<u>08-08</u>	<u>22.105</u>	<u>33.770</u>	<u>0.664</u>	<u>1.769</u>	<u>3,846</u>	<u>5,876</u>	<u>46,155</u>	<u>70,512</u>
<u>08-09</u>	<u>23.909</u>	<u>36.771</u>	<u>0.718</u>	<u>1.913</u>	<u>4,160</u>	<u>6,398</u>	<u>49,922</u>	<u>76,778</u>

*Estimates for informational purposes only. The Official Hourly Rate is used for payroll purposes.

Appendix B-2
PAY SCHEDULE 08: PROFESSIONAL EMPLOYEES IN RESEARCH, STATISTICS AND ANALYSIS
Effective November 8, 2009 for July 6, 2008 transactions

<u>Pay Range</u>	<u>Official Hourly Rate</u>			<u>8% of Minimum</u>	<u>Monthly Basis*</u>		<u>Annual Basis*</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Within Range Step</u>		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>08-01</u>	<u>12.859</u>	<u>18.909</u>	<u>0.386</u>	<u>1.029</u>	<u>2,238</u>	<u>3,290</u>	<u>26,850</u>	<u>39,482</u>
<u>08-02</u>	<u>13.907</u>	<u>20.559</u>	<u>0.418</u>	<u>1.113</u>	<u>2,420</u>	<u>3,577</u>	<u>29,038</u>	<u>42,927</u>
<u>08-03</u>	<u>15.046</u>	<u>22.347</u>	<u>0.452</u>	<u>1.204</u>	<u>2,618</u>	<u>3,888</u>	<u>31,416</u>	<u>46,661</u>
<u>08-04</u>	<u>16.286</u>	<u>24.297</u>	<u>0.489</u>	<u>1.303</u>	<u>2,834</u>	<u>4,228</u>	<u>34,005</u>	<u>50,732</u>
<u>08-05</u>	<u>17.619</u>	<u>26.443</u>	<u>0.529</u>	<u>1.410</u>	<u>3,066</u>	<u>4,601</u>	<u>36,788</u>	<u>55,213</u>
<u>08-06</u>	<u>19.067</u>	<u>28.780</u>	<u>0.573</u>	<u>1.526</u>	<u>3,318</u>	<u>5,008</u>	<u>39,812</u>	<u>60,093</u>
<u>08-07</u>	<u>20.634</u>	<u>31.334</u>	<u>0.620</u>	<u>1.651</u>	<u>3,590</u>	<u>5,452</u>	<u>43,084</u>	<u>65,425</u>
<u>08-08</u>	<u>22.327</u>	<u>34.108</u>	<u>0.670</u>	<u>1.787</u>	<u>3,885</u>	<u>5,935</u>	<u>46,619</u>	<u>71,218</u>
<u>08-09</u>	<u>24.149</u>	<u>37.139</u>	<u>0.725</u>	<u>1.932</u>	<u>4,202</u>	<u>6,462</u>	<u>50,423</u>	<u>77,546</u>

*Estimates for informational purposes only. The Official Hourly Rate is used for payroll purposes.

Appendix B-3
SCHEDULE 08: PROFESSIONAL EMPLOYEES IN RESEARCH, STATISTICS AND ANALYSIS
Effective November 8, 2009 for October 12, 2008 transactions

<u>Pay Range</u>	<u>Official Hourly Rate</u>					<u>Monthly Basis*</u>			<u>Annual Basis*</u>		
	<u>Minimum</u>	<u>Appt Maximum</u>	<u>Maximum</u>	<u>Within Range Step</u>	<u>8% of Minimum</u>	<u>Minimum</u>	<u>Appt Maximum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Appt Maximum</u>	<u>Maximum</u>
08-03	21,594	35,631	49,667	0.648	1,728	3,757	6,200	8,642	45,088	74,396	103,705
08-04	16,570	27,341	38,111	0.498	1,326	2,883	4,757	6,631	34,598	57,087	79,576

*Estimates for informational purposes only. The Official Hourly Rate is used for payroll purposes.

<u>Pay Range</u>	<u>108% of Minimum</u>	<u>116% of Minimum</u>
08-03	23,322	25,050
08-04	17,896	19,222

Appendix B-4
SCHEDULE 08: PROFESSIONAL EMPLOYEES IN RESEARCH, STATISTICS AND ANALYSIS
Effective November 8, 2009 for June 7, 2009 transactions and through June 30, 2009

<u>Pay Range</u>	<u>Official Hourly Rate</u>					<u>Monthly Basis*</u>			<u>Annual Basis*</u>		
	<u>Minimum</u>	<u>Appt Maximum</u>	<u>Maximum</u>	<u>Within Range Step</u>	<u>8% of Minimum</u>	<u>Minimum</u>	<u>Appt Maximum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Appt Maximum</u>	<u>Maximum</u>
08-03	22.026	36.343	50.660	0.661	1.763	3,833	6,324	8,815	45,990	75,884	105,778
08-04	16.902	27.889	38.875	0.508	1.353	2,941	4,853	6,764	35,291	58,231	81,171

*Estimates for informational purposes only. The Official Hourly Rate is used for payroll purposes.

APPENDIX C

Progression Adjustment for Certain PERSA Classifications

1. Eligibility. All employees in positions allocated to classifications specified in 2. below, will be eligible for a base-building progression adjustment, except as follows:

a. An employee whose base pay rate is equal to or greater than the applicable threshold stated in 2. below.

b. An employee who has received an unsatisfactory performance evaluation prior to the granting date. The denial of a progression adjustment based upon unsatisfactory performance is not grievable under Article IV of this Agreement. Employees must be notified of the unsatisfactory performance in writing. The written notification will include:

1) Details of each occurrence of unsatisfactory performance; and

2) Identification of goals and expectations stated in terms that are measurable and which specify how expectations are to be accomplished including supervisory follow-up in intervals of not more than two months. The two-month period may take absences into consideration.

c. An employee who has received an unsatisfactory performance evaluation will receive a new performance evaluation within six (6) months, or prior to the next scheduled progression adjustment, whichever is sooner.

d. Upon satisfactory completion of the goals and expectations, the supervisor will, prior to the next scheduled progression adjustment, provide the employee with written notice of satisfactory performance. The employee will receive the next scheduled progression adjustment in accordance with 3./c.

e. An employee who has already received two (2) progression adjustments in any position(s) under this or any similar progression adjustment system provided under provisions of the Compensation Plan or other collective bargaining agreements.

f. An employee who has previously received the maximum number of possible progression adjustments for the employee's classification, taking into account progression adjustments received while in any position(s) under this or any similar progression adjustment system provided under provisions of the Compensation Plan or other collective bargaining agreements.

For the purpose of eligibility, “any similar progression adjustment system” shall be defined as any progression system that provides one or two time annual dollar per hour rate adjustments (i.e., not providing specific pay rates, except for a maximum adjustment rate).

2. Amount

a. An eligible employee in a position allocated to the following **collapsed** classification will receive a **two-time progression adjustment** of \$1.20 per hour on the granting date, subject to the **pay range 08-07 minimum**, except that effective with broadband implementation, it will be subject to the pay range 08-03 minimum.

1) Research Analyst

b. An eligible employee in a position allocated to the following **collapsed** classification will receive a **one-time progression adjustment** of \$1.20 per hour on the granting date, subject to the **pay range 08-07 minimum**, except that effective with broadband implementation, it will be subject to the pay range 08-03 minimum.

1) Loan Analyst

c. An eligible employee in a position allocated to the following **collapsed** classification will receive a **one-time progression adjustment** of \$1.35 per hour on the granting date, subject to the **pay range 08-07 minimum**, except that effective with broadband implementation, it will be subject to the pay range 08-03 minimum.

1) Economist

d. An eligible employee in a position allocated to the following classification will receive a **one-time progression adjustment** of \$1.35 per hour on the granting date, subject to the **pay range 08-08 minimum**, except that effective with broadband implementation, it will be subject to the pay range 08-03 minimum.

1) Public Utility Rate Analyst

e. The individual increase limit provided in s. 230.12(5)(d), Wis. Stats., does not apply to progression adjustments granted pursuant to these progression adjustment provisions.

3. Granting Date.

a. Progression adjustments for eligible employees will be awarded based on the employee's state service seniority date. Seniority dates will be adjusted (for progression adjustment purposes only) for absence from employment of more than one hundred and seventy four (174) work hours during the period between seniority dates, approved leaves of absence, layoff, and resignation. Adjustment of seniority for the aforementioned reasons may be waived at the discretion of the appointing authority.

b. Progression adjustments will be effective on the first day of the pay period following the employee's seniority date. If the employee's seniority date occurs on the first day of a pay period, the progression adjustment will be effective on that date.

c. If eligible, an employee whose progression adjustment has been previously denied due to unsatisfactory performance as described in 1./b., above, will receive the progression adjustment effective the first day of the first pay period following the employee's receipt of the written satisfactory performance evaluation.

APPENDIX D

TRAVEL GUIDELINES

MEAL CLAIMS:

Meal claims must be actual, reasonable and necessary and represent the actual amount spent. For a claim to be reimbursed in excess of the maximum amount, an itemized receipt or charge card credit slip (tear tabs are not acceptable) must be provided and there must be documentation that the cost was incurred outside of the traveler's control. To be allowed reimbursement for breakfast, the employee must leave home before 6:00 a.m.; lunch, departure must be before 10:30 a.m. and return after 2:30 p.m.; dinner, return must be after 7:00 p.m. These time frames are for employees working standard hours of 7:45 a.m. to 4:30 p.m. These time frames may be modified for employees working varied work schedules.

On any particular day, an employee entitled to reimbursement for two (2) or more consecutive meals, may divide claims between meals as desired, provided the combined maximum is not exceeded. Each day is considered separately for application of this policy. If meal maximums are not reached on one (1) day, the unspent amount does not accrue and cannot be applied to meals on another day or other costs incurred.

Maximum reimbursement rates for meals (in-state and out) are included in the section entitled "Maximum Reimbursement Rates."

LODGING

IN-STATE LODGING:

State employees should rarely have to pay full price for lodging. Government and other discount rates should be requested when making reservations or registering at hotels/motels. Employees should carry an ID that identifies them as a State employee. Reimbursement is limited to the single room rate. If employees share a room, the reimbursement rate may be divided equally but not in excess of the maximum permitted for each employee had each stayed in a single room.

State employees are exempt from paying sales tax in Wisconsin on lodging and should avoid such by furnishing retailers with written documentation stating they are traveling on government business. In the event the employee must pay taxes, the taxes will also be reimbursed.

Maximum reimbursement rates for in-state lodging are included in the section entitled "Maximum Reimbursement Rates."

HIGH-COST OUT-OF-STATE LODGING:

The Office of State Employment Relations issues a bimonthly bulletin listing High-Cost Out-Of-State Cities and the maximum lodging rates allowed. Contact your agency travel coordinator in advance of travel for rates in a specific city.

AUTOMOBILE TRANSPORTATION

Use of Fleet Vehicles:

When using fleet vehicles, passengers must be limited to State employees or travelers engaged in official state business. Fleet vehicles shall not be used for personal business. In the event a fleet vehicle is not available, the fleet office will issue a nonavailability slip.

Use of Personal Vehicles:

An employee may use a personal vehicle. When using a personal vehicle, in order to be reimbursed at the higher rate, under certain conditions the employee is required to obtain a nonavailability slip stating there was no fleet vehicle available. If an employee chooses to use a personal vehicle and does not obtain a nonavailability slip when required, the mileage is reimbursed at a rate determined by DOA. Nonavailability slips are not required when employees do not have access to fleet vehicles in their headquarter city.

Mileage reimbursement rates are included in the section entitled “Maximum Reimbursement Rates.”

Rental Vehicles:

Rental vehicles should be used in situations where it is the most cost efficient means of transportation or the efficient conduct of state business precludes the use of other means of transportation.

For one (1) or two (2) travelers an economy-size vehicle shall be rented. A larger size vehicle may be rented and fully reimbursed if there are three (3) or more travelers involved in state business or extra space is needed for equipment. Claims for larger vehicles must be justified in writing.

The State has contracts with vehicle rental companies for discounted rates. All contract vendor rates include Collision Damage Waiver (CDW) and liability insurance in their rate. A non-contract vendor should only be used when none of the contract vendors have vehicles available, there is no contract vendor available or the total cost (including required insurance) of renting from a noncontract vendor is less expensive with services equal or better than those of the contract vendors.

When renting from noncontract vendors within the U.S., the CDW and liability insurance is reimbursable and must be purchased.

Companies that require the vehicle to be returned with a full tank of gas charge substantially more for filling the tank. Therefore, employees should fill the tank before returning the vehicle.

AIR TRAVEL:

Reimbursement for air travel is limited to the lowest appropriate air fare. Lowest appropriate air fare is defined as coach fare which provides for not more than a two (2) hour window from the traveler's preferred departure or arrival time and may require one plane transfer. Reimbursement at a rate other than the lowest appropriate air fare must be approved by the agency head or designee in the form of a written explanation of the reasonableness of the expense. **Benefits from any airline promotion program, such as frequent flier points or credit vouchers, belong to the State and should be turned over to the agency travel coordinator or fiscal officer.**

TAXI AND LIMOUSINE:

Reasonable charges for taxi or limousine service are reimbursable. However, limousine shuttle service (usually less expensive or free) should be utilized in place of a taxi whenever possible. Unless properly justified, claims for taxi service to and from the airport should be limited to the rate for the shuttle service. Receipts are required for one-way fares exceeding fifteen dollars (\$15.00).

TRAVEL BY TRAIN, BUS OR PRIVATE PLANE:

Travel by train shall be limited to coach unless overnight, where accommodations should be limited to roomette. Receipts are required for reimbursement.

Employees traveling within the headquarter city and between cities convenient to be reached by bus, shall travel by bus whenever feasible as determined by the agency head or designee. Receipts are required for travel between cities.

Under s. 20.916(5)(a), Wis. Stats., use of a private plane may be authorized by the appointing authority. Reimbursement will be made at the mileage reimbursement rate.

MISCELLANEOUS ALLOWABLE EXPENSES

Laundry: If the employee is away for more than three (3) days, reasonable amounts will be allowed for laundry, cleaning, and pressing service. Only one (1) charge per calendar week is reimbursable. Employees are expected to pack

sufficient clothing for the duration of their expected travel. Receipts are required for reimbursement.

Telephone: One personal call home is reimbursable up to five dollars (\$5.00) for each night in travel status, or for an unscheduled geographical location change, or for an unscheduled change in travel status resulting in more than an hour extension to the employee's original scheduled return time.

For business telephone calls, STS must be used whenever possible.

Gratuities and Porterage: Gratuities to hotel employees are reimbursable up to two dollars (\$2.00) for each night at a hotel/motel.

Porterage costs at airports or bus terminals will be reimbursed only in highly unusual situations (e.g., transporting state equipment or for physically handicapped individuals). The claim must be fully explained and should not exceed three dollars (\$3.00) per departure from or return to the terminal.

Registration Fees: Registration fees over twenty five dollars (\$25.00) must be supported by an original paid receipt, copy of the check, copy of credit card statement, or traveler's customer copy of the credit card receipt.

EXPENSES FOR REASONABLE ACCOMMODATIONS

Individuals traveling on official state business may require a reasonable accommodation, as required by the Federal Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act of 1973. Reasonable accommodations could take various forms such as payment of portorage costs or allowing a personal attendant to accompany the individual while in travel status.

MAXIMUM REIMBURSEMENT RATES

LODGING IN-STATE: Excluding sales and/or room taxes:

In state travel in counties other than
Milwaukee, Racine and Waukesha: \$70.00

Milwaukee, Racine and Waukesha counties: \$80.00

MEALS:

In-State:

Breakfast	\$ 8.00
Lunch	\$ 9.00
Dinner	\$17.00
Bag Lunch	\$ 4.00

Out-Of-State (lodging rate must be at least \$60):

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

MILEAGE:

Personal Vehicle: \$0.485 per mile when a fleet vehicle is not available and employee obtains a nonavailability slip **OR** at a rate determined by DOA when an employee prefers to use a personal vehicle.

Handicapped: \$0.66 per mile when State van is not available **OR**

Equipped Van: \$0.60 per mile when State van is available and employee uses personal van.

Motorcycle: \$0.285 per mile

Private Airplane: \$0.485 per mile

EXPENSES NOT REIMBURSABLE*

- Alcoholic Beverages
- Spouse or family members' travel costs
- Cancellation charges (unless fully justified)
- Lost/stolen cash or personal property
- Personal items, e.g., toiletries, luggage, clothing, etc.
- Traffic citations, parking tickets and other fines
- Excessive mileage charges incurred for personal reasons e.g., sightseeing, side trips, etc.
- Parking costs at the assigned workplace
- Repairs, towing service, etc., for personal vehicle
- Additional charges for late checkout
- Taxi fares to and from restaurants
- Meals included in the cost of registration fees or air fare
- Flight insurance
- Pay for view movies in motel room; personal entertainment
- Child care costs and kennel costs

**This list is not all inclusive.*

APPENDIX E
2007-2009 AGREEMENT

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Seniority	Maximum Matching Credits - General	Maximum Matching Credits - Protective
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

APPENDIX F
2007-2009 AGREEMENT

Pay Range Reassignment

Effective November 8, 2009, the classifications listed below will be reassigned as follows:

<u>Current Title</u>	<u>New Title</u>	<u>Current Pay Range</u>	<u>New Broadband</u>
<u>Economist</u>	<u>Economist</u>	<u>08-06</u>	<u>08-04</u>
<u>Economist 4</u>	<u>Economist – Advanced</u>	<u>08-07</u>	<u>08-03</u>
<u>Economist 5</u>	<u>Economist – Advanced</u>	<u>08-08</u>	<u>08-03</u>
<u>Economist 6</u>	<u>Economist – Advanced</u>	<u>08-09</u>	<u>08-03</u>
<u>Loan Analyst</u>	<u>Loan Analyst</u>	<u>08-06</u>	<u>08-04</u>
<u>Public Utility Rate Analyst</u>	<u>Public Utility Rate Analyst</u>	<u>08-06</u>	<u>08-04</u>
<u>Public Utility Rate Analyst – Senior</u>	<u>Public Utility Rate Analyst – Senior</u>	<u>08-08</u>	<u>08-03</u>
<u>Public Utility Rate Analyst – Principal</u>	<u>Public Utility Rate Analyst – Principal</u>	<u>08-09</u>	<u>08-03</u>
<u>Research Analyst</u>	<u>Research Analyst</u>	<u>08-05</u>	<u>08-04</u>
<u>Research Analyst 5</u>	<u>Research Analyst</u>	<u>08-06</u>	<u>08-04</u>
<u>Research Analyst 6</u>	<u>Research Analyst – Senior</u>	<u>08-07</u>	<u>08-03</u>
<u>Research Analyst 7</u>	<u>Research Analyst – Advanced</u>	<u>08-08</u>	<u>08-03</u>
<u>Research Analyst 8</u>	<u>Research Analyst – Advanced</u>	<u>08-09</u>	<u>08-03</u>

BARGAINING TEAMS

State Bargaining Team

Jennifer Donnelly, Director
Office of State Employment Relations

Douglas Thayer, Chief Spokesperson
Office of State Employment Relations

Kathy Kopp, Spokesperson
Office of State Employment Relations

James Pankratz, Administrator
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Paul Hanks, Director
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Tom Ellett, Chief Spokesperson
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Audrey Nohel
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Henry Yang
Department of Children and Families

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