

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

SEIU DISTRICT 1199W/UP



Service Employees International Union

and the

STATE OF WISCONSIN

~~December 27, 2003 – June 30, 2005~~

- June 30, 2007

Language in this Agreement which
is new or changed from the 2003 - 2005
Agreement is underlined.

Where language has been moved but unchanged,
reference will be shown in parenthesis.

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AGREEMENT

This Agreement made and entered into this ~~twenty-seventh~~ day of ~~December, 2003~~, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.97, 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 SEIU District 1199W/United Professionals for Quality Health Care, , AFL-CIO, (hereinafter referred to as the “Union”) as representative of employees employed by the State of Wisconsin, as set forth specifically in the recognition clause.

PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.97, 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.

The Employer recognizes the professional nature of the employment and the dedication of the employees to improve health care practices and to work toward improved patient care through effective professional practices in those institutions and divisions managed by the Employer and accordingly recognizes the employees’ professional responsibility to actively discuss and provide information with regard to these matters. It is understood that the provisions of this Section (Purpose of Agreement) are not subject to review under the grievance procedure set forth in Article IV of this Agreement.

ARTICLE I

Scope of the Agreement

1/1/1 This Agreement relates to classified employees of the State of Wisconsin in the Professional Patient Care Bargaining Unit as defined by the Wisconsin Employment Relations Commission Certification Case CXVIII, No. 23858, SE-86, Decision No. 16765-A, dated March 8, 1979; Case 118, No. 42277, SE-5, Decision No. 26758, dated January 24, 1991; and as amended by the Wisconsin Employment Relations Commission; and as further amended by 1995 Wisconsin Act 27, section 3782b and sections 3806 through 3842, which removed employees previously included in the unit and placed them in a separate unit of employees of the University of Wisconsin Hospital and Clinics Authority, outside the State Employment Labor Relations Act (Chapter 111, Wis. Stats., subchapter III) and subject to the Wisconsin Employment Peace Act (Chapter 111, Wis. Stats., subchapter I).

ARTICLE II
Union Recognition

Section 1 Recognition and Union Security

2/1/1 A. The Employer recognizes SEIU District 1199W/UP as the exclusive collective bargaining agent for all employees in the following classifications:

Classification	Pay Range	New Pay Range Effective 6/27/046/25/06*
Audiologist	11-11	
Developmental Disabilities Coordinator	11-09	<u>11-10</u>
Developmental Disabilities Specialist	11-08	<u>11-09</u>
Dietitian – Clinical	11-07	<u>11-08</u>
Dietitian – Administrative	11-09	<u>11-10</u>
Epidemiologist	11-09	
Epidemiologist – Advanced	11-10	
Minimum Data Set (MDS) Coordinator	11-09	
Nurse Clinician 2	11- 09 <u>40</u>	11-40 *
Nurse Clinician 2 – Weekend	11- 09 <u>40</u>	11-40 *
Nurse Clinician 3	11- 40 <u>41</u>	11-41 *
Nurse Clinician 3 – Weekend	11- 40 <u>41</u>	11-41 *
Nurse Clinician 4	11- 41 <u>42</u>	11-42 *
Nurse Practitioner	11-22	
Nursing Consultant 1	11-09	
Nursing Consultant 2	11-10	
Nursing Instructor 1	11-09	

Nursing Instructor 2	11-10	
Nursing Specialist	11-09	
Occupational Therapist	11-08	<u>11-09</u>
Occupational Therapist Senior	11-09	<u>11-10</u>
Physical Therapist	11-10	
Physical Therapist Senior	11-11	
Physician Assistant	11-12	
Public Health Educator	11-08	
Public Health Educator Senior	11-09	
Public Health Educator Advanced	11-10	
Public Health Nurse 1	11-08	
Public Health Nurse 2	11-09	
Public Health Nurse 3	11-10	
Public Health Nutritionist 1	11-08	
Public Health Nutritionist 2	11-09	
Public Health Nutritionist 3	11-10	
Speech Language Pathologist	11-10	
Speech Language Pathologist Senior	11-11	
Therapies Consultant	11-10	
Therapist	11-06	<u>11-07</u>
Therapist Senior	11-07	<u>11-08</u>

~~*Note: Effective June 27, 2004, †~~The following pay ranges shall be considered counterpart for purposes of this Agreement:

11-09 counterpart to 11-40

11-10 counterpart to 11-41

11-11 counterpart to 11-42

B. Employees excluded from the collective bargaining unit are all limited term, project, sessional, confidential, supervisory, and managerial employees.

C. 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.

D. 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.

Section 2 Dues and Fair Share Deduction

~~2/2/1~~ A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union.

B. Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's biweekly pay. 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 at the appropriate dues rate as listed in Appendix ~~FD~~. At hire the Employer shall assign each employee in the bargaining unit to the appropriate dues rate as listed in Appendix ~~FD~~. On a biweekly basis, the Employer shall review the dues rate and reassign employees to the appropriate dues rate based on the regular hours paid during the biweekly pay period.

C. New authorization cards must be submitted as indicated above by employees transferring from one employing unit to another and/or returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions to the Union within ten (10) days after the payday covering the pay period of deduction.

D. Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate his/her order at the end of any membership year, i.e. September 1, 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 President of SEIU District 1199W/UP. The Employer shall give notice to the Union of receipt of such notice of termination.

E. Where a fair share certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or the proportionate "fair share" charge for the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members, as certified by the Union, from the earnings of the employees in the unit. The Employer will assign each "fair share" employee to the appropriate dues rate as listed in Appendix ~~F~~D. The amount so deducted shall be paid to the Union.

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

Section 3 Dues, Seniority and Personnel Lists

2/3/1 A. The Employer agrees to furnish the Union a quarterly list of the employees in the bargaining unit by department. The list will show the names, mailing addresses and civil service classifications of those employees. As soon as possible, the Employer will furnish the Union a list of dues checkoff information, seniority information, and personnel transactions affecting employees in the unit who are covered by the Department of Administration payroll system. Information will be provided with the dues checks received from the payroll department on a biweekly basis and will include the information set forth below. Upon request of the Union, the Office of State Employment Relations will furnish this information in computer readable form.

Department
Secondary Level
Employee name
Social Security number
Civil Service Classification
Work telephone number
Home Address
Seniority date and tie breaker information
Ethnic group
Sex
Hourly Base Rate
Amount of dues deduction
Effective date of the dues deduction
Personnel transactions and effective date, e.g. reclass or promotion
“add” if new employees
“c” to indicate change in employee information

B. The University of Wisconsin payroll system will continue to provide existing dues, seniority, and personnel information to the Union.

C. In the directory published for the University of Wisconsin-Madison, a listing of all university employees covered by this Agreement who work at UW-Madison will be included. The listing will include:

1. employee name,
2. classification,
3. building location,
4. work phone,
5. home address,
6. home phone.

The listing of the home address and home telephone is at the employee’s option. Thirty (30) copies of the directory will be provided to the Union.

Section 4 Union Activity

2/4/1 Bargaining unit employees, including officers and representatives shall not conduct any Union activity or business on State time except as specifically authorized by the provisions of this Agreement.

Section 5 Printing of Agreement

2/5/1 A. The Employer shall be responsible for the typesetting and printing of this Agreement. A printer will be selected by mutual agreement. Any material put into the Agreement that is not initialed and proofed by the Employer and the Union will not be considered a valid part of this Agreement.

B. The Employer and the Union shall each pay fifty percent (50%) of the cost of printing 1,800 copies of this Agreement, including the cost of preparing the galleys. The printed Agreements shall be delivered by the Union to the Employer. The Employer shall distribute copies to all present employees within thirty (30) calendar days of receipt of the printed Agreement from the Union and to all future members of the bargaining unit on/or about their date of hire.

Section 6 Bulletin Boards

2/6/1 A. The Employer shall provide bulletin boards at mutually agreed upon locations for use by the local union to enable employees of the bargaining unit to see notices posted thereon. Such mutual agreement shall be arrived at locally.

B. Bulletin Boards shall be placed adjacent to WSEU Bulletin Boards, if possible, at the following locations:

Department of Public Instruction – Madison	1
Wisconsin Veterans Home – King	1
Mendota Mental Health Institute	1
Winnebago Mental Health Institute	1
Central Wisconsin Center	1
Northern Wisconsin Center	1
Southern Wisconsin Center	1
Department of Health & Family Services – Wilson Street	1
Division of Public Health – Eau Claire	1
Division of Public Health – Milwaukee	1

Division of Public Health – Green Bay	1
Division of Public Health – Rhinelander	1

The normal size of these bulletin boards shall be eight (8) square feet.

C. Additional bulletin boards or use of management bulletin boards may also be agreed to locally. The Employer shall pay the cost of boards mutually agreed upon.

D. All bulletin boards, which the Union currently enjoys, shall be maintained. All notices shall be posted by an authorized union representative and shall relate to matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Rulings or policies of the International Union or other Labor Organizations with which the Union is affiliated;
7. Reports of Union standing committees;
8. Any other material authorized by the Employer or his/her designee and the local Union; and,
9. Official Union publications.

E. No political campaign literature or material detrimental to the Employer or the Union shall be posted. The bulletin boards shall be maintained by the local Union.

F. The location, size, type and number of additional bulletin boards shall not be subject to the grievance procedure in Article IV.

Section 7 Notice of Promotional Exams

2/7/1 The Employer shall post on all bulletin boards referenced in this Agreement, as well as upon management bulletin boards which are used to communicate with employees in this bargaining unit, all notices of promotional examinations for bargaining unit positions. One (1) copy shall be timely sent by the Employer to the President of the Union. The parties agree the above notices are for informational purposes only. In addition to the promotional examination notices the Current Opportunities Bulletin will likewise be posted on the above-referenced bulletin boards.

Section 8 Union-Management Meetings

2/8/1 A. Union-Management meetings will be held as follows, subject to the procedures identified in B., below:

1. In those facilities with ten (10) or fewer bargaining unit employees, both the necessity and frequency of labor-management meetings will be decided by the Employer and Union representatives. At the request of either party, such meetings will be held.

2. In those facilities with more than ten (10) bargaining unit employees, Employer and Union representatives will meet once each month, unless mutually agreed otherwise.

3. Regardless of how many bargaining unit employees at each facility in the Department of Corrections or the Divisions of Health Care Financing, Public Health or ~~Supportive Living~~ Disability and Elder Services in the Department of Health and Family Services, designated representatives of the Employer will meet once each quarter with representatives designated by the Union, not to exceed a total of three (3) bargaining unit employees.

B. Union-Management meeting procedures are as follows:

1. Items to be included on the Labor-Management meeting agenda shall be exchanged at least five (5) days in advance of the scheduled meeting.

2. The meetings will be held at a mutually agreed upon time and place.

3. The appropriate representatives designated by the Employer will meet with not more than three (3) Union representatives designated by the Union. If management elects to have more than three (3) management representatives present, forty-eight (48) hours notice will be provided to the Union.

C. If an employing unit decides to downsize or eliminate a work unit or a program involving five (5) employees or more, the Union shall be notified thirty (30) calendar days in advance of the effective date if possible, and be given an opportunity to discuss that organizational change and the procedure for reassignment for affected employees prior to implementation. (For reassignment/downsizing by program reductions, see Article IX, Section 6.)

D. The purpose of each meeting shall be to foster communication and input between employees and management in the following described areas:

1. Discuss the administration of the Agreement;
2. Disseminate general information of interest to the parties, including levels of supervision and names;
3. Give the Union representative the opportunity to express his/her views on subjects of interest to employees of the bargaining unit;
4. Consider and, if problems arise, attempt to remedy health and safety matters relating to bargaining unit employees in the departments including the review of training programs related to the health and safety of those employees in dealing with various client or patient populations;
5. The recommendation of safety equipment, pilot use of new equipment prior to purchase, placement of equipment, and quality of equipment to be purchased; and
6. Notify the Union of changes in non-bargainable conditions of employment contemplated by management, which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.

E. The parties agree that such meetings will be exclusive of the grievance procedure and grievances shall not be considered at monthly meetings; such meetings shall not be considered as instructional or in-service meetings or programs. The Employer shall keep minutes of the monthly meetings and furnish a copy, in a timely manner, for proofing to the representative designated by the Union. Resolution of problems will be communicated by management in written form to the affected first-line supervisors, the Union and a Union-designated representative.

F. Union representatives who are members of the bargaining unit will receive time off with pay to attend such meetings which are held during their regularly scheduled hours of work. Any travel and subsistence incurred shall be the responsibility of the employee.

Section 9 Joint Labor/Management Meetings

2/9/1 The Employer and the Union agree that informal meetings will take place between the State and PPCU representatives to discuss concerns and issues that may arise and to solve problems before negotiations for the next contract begin.

Section 10 Union-Management Relations

2/10/1 The Union and Management affirm the policy of the State Employment Labor Relations Act to maintain fair, friendly and mutually satisfactory relations in state employment. For this reason, the parties agree that supervisors and employees should treat each other with mutual respect by using professional behavior and language, thus avoiding an intimidating, hostile or offensive working environment.

Section 11 Notice of Educational Courses

2/11/1 A. The Employer agrees to provide through the use of available bulletin boards information regarding in-service and on-the-job training, education courses and programs available within the employing department, and programs available to employees outside their employing department. Such notices will be posted as soon as the information is available.

B. The Employer agrees to give each employee a form furnished by the Union at the time training is requested for any professional development needs. The employee will return the form to the designated Union representative. The employee may use interdepartmental mail.

Section 12 Union Conventions, Education Classes and Bargaining Unit Conferences

2/12/1 A. Conventions - Meetings

Employees who are duly elected delegates, alternates, officers or speakers shall be granted time off without pay not to exceed a total of five (5) work days annually to attend their union's conventions and/or Professional Patient Care Unit board meetings, except that officers shall receive ten (10) such days off. Officers are defined as the President, Vice-President, Secretary and Treasurer of the Union and the Professional Patient Care Unit representatives to the Union's board or the Professional Patient Care Unit's Chapter board. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay as the individual employee may designate. The Union shall give the Office of State Employment Relations written notice of those attending such functions at least twenty-eight (28) calendar days in advance of the function. Employees released to attend such

function(s) shall be so notified by the Employer within fourteen (14) calendar days of the Employer's receipt of the Union's request. The Union shall notify the Office of State Employment Relations on a continuing basis as to the election or appointment of the afore-described delegates, alternates, officers, or speakers.

B. Educational Classes

Employees who are elected or selected by the Union to attend educational classes and/or Union representative training conducted by or for the Union shall be granted time off without pay for the purpose of participating in such classes. The number of employees in the bargaining unit attending such classes shall not exceed twenty five (25). The number of work days off for such purposes shall not exceed four (4) for each employee in any one (1) calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The Union shall give the Office of State Employment Relations written notice of those attending such functions at least twenty-eight (28) calendar days in advance of the function. Employees released to attend such function(s) shall be so notified by the Employer within fourteen (14) calendar days of the Employer's receipt of the Union's request.

C. Bargaining Unit Conferences

PPCU Executive Board members, SEIU District 1199W/UP Board members and members of the PPCU Bargaining Team who are elected or selected by the Union to attend bargaining unit conferences covered by this Section shall be limited to the two (2) regularly scheduled PPCU bargaining unit conferences held each year of the contract and up to six (6) special bargaining unit conferences for the duration of this Agreement. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The Union shall give the Office of State Employment Relations at least twenty eight (28) calendar days advance written notice of the affected employee's intention to attend such function unless an emergency requiring a special bargaining unit conference makes the twenty eight (28) day notice impractical, in which event the Union shall give a fourteen (14) day advance written notice. Employees released to attend such function(s) shall be so notified by the Employer within fourteen (14) calendar days of the Employer's receipt of the Union's request. The Union shall notify the Office of State Employment Relations on a continuing basis as to the election or appointment of the afore-described Board and Team members.

D. Additional Union Notification Requirements

The Union shall provide written notice to the Office of State Employment Relations and the agencies of events covered under 2/10/1/A. through C., inclusive, as soon as possible after such events are scheduled.

Section 13 Distribution of Notices/Institutional Mail

2/13/1 A. 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 contents of such mailings shall be related to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Rulings or policies of other Labor Organizations with which the Union is affiliated;
7. Reports of Union standing committees; and,
8. Any other material authorized by the Employer and the Union.

B. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. Union (SEIU District 1199W/UP) publications may, however, contain informational stories relative to endorsements by the Union and/or other organizations.

C. Union use of the mail systems involved shall not include any U.S. Mails or other commercial delivery systems used by the state as a part of or separate from such mail systems.

Section 14 Use of Facilities

2/14/1 Employees shall be allowed to use state facilities for meetings if it is that department's policy to allow the facility to be used by the public. The same costs associated with the use of the facility by the public, if any, including fees, cleanup costs, etc., will be charged to the user. Should it be necessary for the Employer to clean the facility as a result of the aforementioned meeting, such charges will be assessed to the user, at the same rate the public would be charged.

Section 15 Telephone Use

2/15/1 Existing telephone facilities may be used by Union officers and representatives for Union business providing such use does not interfere with or disrupt normal operations of the facility. Such use shall not obligate the Employer for payment of long distance or other charges. The Employer will not charge the Union or individual employees for local calls made for the purposes described in this section.

Section 16 Use of E-Mail

2/16/1 Existing e-mail facilities may be used by Union officers and 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.

Section 17 Visitations

2/17/1 A. The Employer agrees that non-employee officers and representatives of the Union shall be admitted to the Employer's premises during working hours by giving twenty four (24) hours advance notice to the appropriate Employer representative. The Union representative shall, upon arrival, check in through the regular channels for receiving visitors.

B. Such visitations shall be for the purpose of conferring with the Employer, designated Union representatives and/or employees and for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees. Under these conditions the Employer agrees to provide for the release of employee(s) from their normal work duties to meet privately with the representative for a reasonable amount of time as soon as necessary arrangements can be made. 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.

C. For those employees in the unit who are employed in a non-institutional setting, Union representatives shall be permitted to meet with these employees provided that such activity shall not interfere with the normal duties of the employees.

Section 18 Orientation

2/18/1 A. A representative of the Union shall be granted up to thirty (30) minutes for Union orientation during scheduled group orientation meetings involving new SEIU District 1199W/UP represented employees. 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. Representatives conducting Union orientation shall do so without loss of pay during their scheduled hours of employment.

B. In the absence of such group orientation meetings, or individual employee orientation meetings, the Employer agrees to distribute to new employees represented by SEIU District 1199W/UP a packet of informational material furnished to the Employer by the Union. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

Section 19 PAC Deductions

2/19/1 A. Upon receipt of a voluntary written individual order from an employee on forms provided by the Union, the Employer will deduct from the pay of such an employee those PAC contributions authorized by the employee.

B. Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

C. 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 error or any action taken or not taken by the Employer under this section.

Section 20 Notice to SEIU District 1199W/UP President

2/20/1 The following information will be sent in a timely manner to the UP President:

- A. Personnel Lists
- B. Notice of Promotional Examinations
- C. Notice of Change in Mileage Reimbursement

- D. Notice of New Subtitles used in the Professional Patient Care Unit
- E. Notice of Layoff.
- F. Notice of Employing Unit Changes.
- G. Notice of Worker's Compensation Claims.
- H. Notice of 230.36 Injury Reports or Change in Status.
- I. Notice of Concentrated Performance Evaluations.
- J. Changes in work rules.
- K. Disciplinary notices.
- L. Notice of HAM/RMR.
- M. Notice of At Risk of Layoff.
- N. Notice of all involuntary separations including medical and workers compensation terminations.

ARTICLE III
Management Rights

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

Management rights include:

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

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

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

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

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

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

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

A. Original appointments and promotions specifically including recruitment, examinations, certifications, 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. A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of the Agreement. The grievance procedure as set forth below shall be the exclusive procedure for adjustment of disputes arising from the application and interpretation of the Agreement.

 B. 1. Only one (1) subject matter shall be covered in any one (1) grievance.

 2. 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.

 3. The grievance shall be presented to the designated agency representative(s) 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.

 C. 1. An employee may choose to have his/her designated Union representative represent him/her at any step of the grievance procedure.

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

 D. Individual employees or groups of employees shall have the right to present complaints at the Pre-Filing Step in person or through other non-Union representatives of their own choosing, and at Steps 1 and 2 of the grievance procedure provided that the designated 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.

 E. Upon mutual agreement of the parties, a grievance meeting at any step may be conducted by teleconference by means of the State's telephone system.

 F. When a grievance is advanced to a higher step by the Employer, the Union representative will be notified.

Section 2 Procedure

4/2/1 A. All grievances must be presented promptly in writing at Step One or Step Two, as appropriate, and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

B. Pre-Filing Step:

Prior to filing a Step One grievance, the subject matter of the potential grievance shall first be discussed between the employee and the immediate supervisor. When requested by the complainant, a designated employee Union representative will accompany the complainant when meeting with the immediate supervisor. The immediate supervisor will respond within seven (7) calendar days from the date of the pre-filing meeting, unless mutually agreed otherwise. If denied, the grievance response will include an explanation of the reason for denial. If there is no mutual agreement to extend the time limit, the Union may file a grievance at Step One. In facilities where Union-Management meetings are not regularly scheduled, a complainant may be accompanied by a non-employee Union representative if so requested by the complainant.

C. Step One:

To be considered further, complaints which have not been resolved in the Pre-Filing Step must be submitted in writing as grievances by the employee to the designated agency representative within the thirty (30) calendar day time limits specified in Section 4/2/1/A. Grievances shall be signed and dated by the employee and/or the representative. The appropriate agency representative(s) will meet with the employee and his/her representative within fourteen (14) calendar days of the receipt of the written grievance and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate agency representative and returned to the employee and Union representative within seven (7) calendar days from the Step One meeting. If denied, the grievance response will include an explanation of the reason for denial.

D. Step Two:

If dissatisfied with the Employer's answer in Step One or the grievance has not been answered within the designated time limits, to be considered further, the grievance must be appealed to the designee of the appointing authority (i.e., Division Administrator, Bureau Director, or personnel office) within fourteen (14) calendar days from receipt of the answer in Step One or the date the answer was due, whichever is earlier. The onsite Union representative will forward appropriate copies of the grievance to the Union office, which will forward to the Employer representative at the agency level. The designated agency representative(s) will meet with the employee and a representative of the Union

within thirty (30) calendar days from the receipt of the appeal to the Second Step to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the agency will be placed on the grievance by the Appointing Authority of the agency and returned to the grievant and his/her Union representative within thirty (30) calendar days from the Second Step meeting. If denied, the grievance response will include an explanation of the reason for denial.

E. Step Three:

1. Grievances which have not been settled or answered under the foregoing procedure may be appealed to arbitration by the Employer or the Union to the other party within thirty (30) calendar days from the date of the agency's answer in Step Two, or from the date on which the agency's answer was due, except grievances involving discharge or claims filed under s. 230.36, Wis. Stats., must be appealed within fifteen (15) calendar days or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Second Step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the Second Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. A pre-arbitration conference may be held to discuss witnesses and evidence to expedite the process in non-disciplinary cases.

2. The parties shall make a reasonable effort to select an arbitrator by mutual agreement. If the parties are unable to reach agreement on an arbitrator, the parties or party, acting jointly or separately, shall request the Wisconsin Employment Relations Commission to submit a panel of arbitrators. The parties shall select one (1) arbitrator from the panel by alternately striking names until only one (1) remains. The party striking first shall be determined by the toss of a coin, with the loser striking first.

3. Where two (2) or more grievances related to the same subject are appealed to arbitration, the parties may agree to consolidate the grievances for hearing. On grievances where agreement to consolidate is not reached, a separate arbitrator shall be selected for each grievance.

4. a. The cost of the arbitrator and the expenses of the hearing including a court reporter and transcript, if requested by either party, will be shared equally by the parties.

b. Grievant and Union representative will attend arbitrations without loss of pay. It is intended that work schedules will be adjusted to coincide with the arbitration hearing except in unusual situations. The grievant's or Union representative's work schedule will not be changed to make the arbitration date fall on a day off.

c. When an employee is subpoenaed by either party that employee may appear in pay status. To avoid the payment of overtime, witnesses may have their work schedules changed to be in pay status for the arbitration.

5. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator may be selected to determine the question of arbitrability unless the parties agree otherwise. Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement.

6. 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. The decision of the arbitrator will be final and binding on both parties of this Agreement.

7. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and s. 230.36, Wis. Stats., hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Time Limits

4/3/1 A. 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. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

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

C. Arbitration cases will be scheduled for hearing within six (6) months from the date of appeal to arbitration. Arbitrations for discharge cases will be heard within nine (9) months from the date of appeal to arbitration and all other cases will be heard within one (1) year from the date of appeal to arbitration.

Section 4 Special Arbitration Procedures

4/4/1 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. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/2/1/E./1. through 4/2/1/E./7. Cases decided by either of the following methods of dispute resolution will not be used as precedent in any other proceedings.

For purposes of both of these special arbitration procedures, arbitrators will be mutually selected by the parties to serve for the term of the Agreement.

A. Expedited Arbitration Procedure

1. Cases presented to an arbitrator ordinarily will consist of campus, local institution or work site issues, and other individual situations to which the parties mutually agree.

2. Four (4) cases will be grouped by institution and/or geographic area and heard in that area to the extent possible.

3. The presentation of each case by each party will be limited to a preliminary introduction, a short reiteration of facts, and a brief oral argument. No briefs or transcripts will be made. If witnesses are used to present facts, there will be no more than two (2) called by each party. 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 by the arbitrator will be final and binding.

5. In the event the arbitrator issues a written decision, such decision will identify the process as non-precedential in the heading or title of the decision.

6. The costs 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.

B. Umpire Arbitration Procedure

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

2. The cases presented to the arbitrator will consist of campus, local institution, or work site issues, and other individual situations to which the parties mutually agree.

3. Such cases will be given an initial joint screening by the parties. Either party may 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 that 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. Joint statements of fact and the issue will be presented by the parties, in writing, to the arbitrator at least seven (7) calendar days prior to the scheduled hearing date, unless the arbitrator agrees to fewer days for that particular hearing date. If contract language is to be interpreted in any grievance heard under this procedure, a copy of the Agreement will also be provided to the arbitrator prior to the hearing.

5. Whenever possible, five (5) cases will be grouped by campus, institution and/or geographic area and heard in that area. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

6. The presentation of each case in chief will be limited to five minutes by each party with an opportunity for a one minute rebuttal and/or closing. No witnesses will be called, although the Arbitrator may ask questions of those present. No objections will be allowed; no briefs or transcripts will be made.

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 5 Representation

4/5/1 An employee may privately consult with his/her representative 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 with his/her representative through the representative's supervisor.

Section 6 Retroactivity

4/6/1 A. Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. Except for administrative errors relating to the payment of wages, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) calendar days prior to the date of initiation of the written grievance in Step One unless the circumstances of the case made it impossible for the employee to know he/she had grounds for such a claim prior to that date, in which case the retroactively shall be limited to a period of thirty (30) calendar days prior to the date the grievance was initiated in writing.

B. 1. Employees who voluntarily terminate their employment will have any grievances pending at the time immediately withdrawn and will not benefit from any later settlement regarding such grievance or group grievance on the issue, except as provided in 2., below.

2. Employees who retire may benefit from a later settlement of a union or group grievance pending at the time of the retirement, excluding grievances related to disciplinary actions.

Section 7 Union Representatives

4/7/1 A. The Union may designate a total of up to one hundred (100) Union representatives who are members of the bargaining unit for the bargaining unit.

B. The Union shall designate the jurisdictional areas for the Union representatives in each employing unit. Jurisdictional areas will be basically by employing unit, but may include other employing units within the area. Representatives will be designated consistent with the geographic locations and number of employees in the work unit (worksites). Such designations will be made in a manner as to avoid unnecessary travel.

C. The Union shall notify the Employer in writing of the names of the Union representatives, and their respective jurisdictional areas within the thirty (30) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

D. A chief Union representative may be designated by the Union for specified jurisdictional areas. The name of the designated chief Union representative will be submitted to the Employer in writing.

Section 8 Union Grievances

4/8/1 The Union shall have the right to file via an officer of the bargaining unit who is a member of the bargaining unit 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. Union grievances may be filed at Step One of the grievance procedure. However, where more than one (1) employing unit is involved in the Union grievance, the grievance may, upon mutual agreement with the Employer's Second step representative, be filed directly to Step Two.

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. 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. Only one (1) of the grievants, along with the designated Union representative, shall represent and serve as spokespeople for the entire group. If management elects to have more than two (2) management representatives present at the grievance hearing, forty-eight (48) hours notice will be provided to the Union, whenever possible.

Section 10 Processing Grievances

4/10/1 A. Union representatives and grievants will be permitted a reasonable amount of time to process and investigate grievances during their regularly scheduled hours of employment without loss of pay.

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

C. Scheduling of grievance meetings shall be as mutually agreed by the parties, however such scheduling shall not unreasonably delay the meetings.

Section 11 Problem Solving

4/11/1 Upon request by either party, designated Union representatives may engage in problem solving with management at any step of the grievance process. On a case by case basis, upon request from the Union, management may allow an affected employee(s) to attend such meetings. Such request(s) will not be unreasonably denied. These meetings are intended to address the underlying cause of the problem but not intended to interfere with the grievance procedure itself. Such meetings will be held at mutually agreed upon times and locations.

Section 12 Supervisory List

4/12/1 When requested by the Union, the Employer will supply a list of supervisors responsible for handling grievances.

Section 13 Discipline and Discharge

4/13/1 A. 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 Step Two of the grievance procedure. Written reprimands and other discipline matters shall begin with Step One of the grievance procedure. When discipline is taken against an employee, the employee will receive a copy of such action. At the same time a copy will be mailed to the President of SEIU District 1199W/UP.

B. An employee may choose a Union representative from a list provided by the Union, per 4/7/1/B., for the specific worksite, or a Union staff member, in the investigatory process if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. In unusual situations where delay is not possible and the Union representative is not immediately available, SEIU District 1199W/UP may be contacted to provide representation. By mutual agreement between SEIU District 1199W/UP and the appointing authority or designee, a Union representative may be selected from a different jurisdiction.

C. An employee may choose a Union representative from a list provided by the Union, per 4/7/1/B., for the specific worksite, or a Union staff member, in the predisciplinary process. In unusual situations where delay is not possible and the Union representative is not immediately available, SEIU District 1199W/UP may be contacted to provide representation. By mutual agreement between SEIU District 1199W/UP and the appointing authority or designee, a Union representative may be selected from a different jurisdiction.

D. The Employer shall give advance notification of the time, date, location, and a brief statement of the issue to the employee and his/her selected Union representative regarding the investigatory and/or predisciplinary meeting. If a Union representative has not been selected by the employee, all notices will go to a chief Union representative where one exists. In the absence of a chief Union representative and a selected Union representative, the notice will be submitted to SEIU District 1199W/UP. Notification will be provided in writing except in unusual situations.

E. Whenever feasible, the investigatory and/or predisciplinary meetings may be delayed up to seventy two (72) hours for the employee to arrange for union representation. The appointing authority or designee cannot substitute or request substitution of a Union representative to unreasonably avoid the seventy two (72) hour delay.

F. When substitution of a Union representative is made, the Union will notify management as soon as possible. Substitutions will not result in any unreasonable delay.

G. Disciplinary action cannot be taken during an informal counseling meeting, unless the Employer has afforded the employee with the opportunity to have a Union representative present. The occurrence of an informal counseling meeting shall not be identified by the Employer after the meeting as a step in the disciplinary process. However, the occurrence of such a meeting can be used by the Employer to demonstrate that the employee had been made aware of behavioral problems which resulted in a subsequent disciplinary action(s) against the employee.

H. The parties agree that discipline taken in accordance with Article IV should be corrective, not punitive. The parties acknowledge that severe discipline, up to and including discharge, may be appropriate in some cases.

I. Removal of records of work rule violations from the employee's personnel file(s) shall be in accordance with 12/3/1/D.

Section 14 Exclusion of Probationary Employees

4/14/1 Notwithstanding Section 13 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

Section 15 Informational Note: Prohibited Subjects of Bargaining

4/15/1 It is recognized that complaints of employees concerning prohibited subjects of bargaining under s. 111.91, Wis. Stats., or Article III of this Agreement are not grievable and that the proper forum for the resolution of such complaints by employees, to the extent reviewable by law, is before the Personnel Commission.

Section 16 Complaint Procedure

4/16/1 A. A complaint is any matter of dissatisfaction of an employee with an aspect of a bargainable condition of employment which does not involve a grievance as defined in this contract. However, a complaint shall not include any matter involving job instruction or job assignment.

B. A complaint may be processed up to and including Step Two of the grievance procedure, subject to the same time limits and regulations contained in such two steps.

C. It is expressly understood that complaints may not be appealed to arbitration.

D. Once a complaint is decided at the Step Two of the procedure, the same complaint may not again be filed by any other member of the bargaining unit at the same location or the complainant during the term of the Agreement unless there is a significant change in circumstances.

E. When an employee uses the grievance form for the purpose of filing a complaint, he/she should clearly identify the problem and label the form to indicate that it is not a grievance but a complaint so that there will be no misunderstanding that no provision of the Agreement will be quoted other than the section relating to the complaint procedure.

Section 17 Concentrated Performance Evaluation

4/17/1 A. 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 or her designee(s).

B. At the time an employee is notified that he/she will be placed on a concentrated performance evaluation program, the Union President will receive a copy of the formal written notice of the action.

C. At the request of the employee, 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 unreasonably delay this scheduled meeting.

D. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. When an employee is subjected to disciplinary action, the principle of just cause shall apply.

ARTICLE V

Wages

Section 1 Wage Adjustment

5/1/1 A. Fiscal Year ~~2003-2004~~2005-2006

The Employer will provide the following wage adjustments in the order set forth below, effective the first pay period following the effective date of the Agreement, unless specified otherwise:

1. Anniversary Adjustments: (Use the applicable Appendix A. grid in effect at the time of the employee's anniversary adjustment effective date) Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status ~~shall~~will receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date. (Note: According to Section 3 of Article V, Section 5/3/1, effective on the effective date of the Agreement, any new employee hired with HAM is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the rate of the grid level corresponding to their state seniority as provided under Article VIII, of this Agreement.)

a. Employees whose base pay rate is less than the ~~Appendix A applicable~~ grid endpoint of the ~~applicable~~ pay range shall receive a pay adjustment to the ~~Appendix A~~ grid point in the pay range that is closest to but greater than the employee's base pay rate.

b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the ~~Appendix A-I. applicable~~ grid endpoint and less than the applicable pay range maximum shown shall receive an anniversary adjustment of one and one-half percent (1.50%) of the employee's base pay rate, subject to the applicable pay range maximum effective the first day of the pay period following the effective date of the Agreement (~~Appendix A-I~~). Employees who do not receive the entire one and one-half percent (1.50%) increase due to the pay range maximum limitation, ~~will~~ shall receive a lump sum payment equal to the value of the difference between one and one-half percent (1.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment ~~will~~ shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one-half percent (1.5%) of the employee's base pay rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

~~2. Pay Schedule Implementation. The pay schedule specified in Appendix D/I., will be implemented.~~

~~**B. Fiscal Year 2004-2005**~~

~~The Employer will provide the following wage adjustments in the order set forth below:~~

~~1. POPE Adjustment per Negotiating Note #6:~~

~~a. Using the Appendix A grid, eligible employees in pay status on June 27, 2004, receive a one time adjustment to the grid level within their current pay range, as provided on the below POPE scale, if their full years of state seniority as of June 27, 2004, is less than the grid level shown for that associated seniority.~~

Non-Nurse Clinicians	
Full Yrs. of Seniority	Adjustment
Less than 1 year	To Grid Level A (minimum of pay range)
1-2 years	To Grid Level B
3-4 years	To Grid Level C
5-9 years	To Grid Level D
10 or more years	To Grid Level E

Nurse Clinicians	
Full Yrs. of Seniority	Adjustment
Less than 1 year	To Grid Level C (minimum of pay range)
1—2 years	To Grid Level D
3—4 years	To Grid Level E
5—9 years	To Grid Level F
10 or more years	To Grid Level G

2. Lump Sum Payments Effective June 27, 2004:

a. Market Lump Sum: All employees in pay status on June 27, 2004, will receive a market lump sum payment of \$2,400, prorated based on their June 27, 2004, budgeted FTE.

b. General Wage Adjustment Lump Sum Payment: All employees in pay status on June 27, 2004, will receive a general wage adjustment lump sum payment of \$250, prorated based on their June 27, 2004, budgeted FTE.

3. Reallocation of Classifications to New Pay Ranges: Effective June 27, 2004, the following pay range reassignments will be implemented:

Classification Title	Class Code	Old Range	New Range
Nurse Clinician 2	38302	11-09	11-40
Nurse Clinician 2 Weekend	38862	11-09	11-40
Nurse Clinician 3	38303	11-10	11-41
Nurse Clinician 3 Weekend	38863	11-10	11-41
Nurse Clinician 4	38304	11-11	11-42

~~4. Grid Implementation Effective June 27, 2004: The grid specified in Appendix B will be implemented as follows:~~

~~a. Subject to b., below, employees will be placed in the appropriate pay range at the grid level that corresponds with the employee's current grid level.~~

~~b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix B grid will be the lower of the two (2) grid levels.~~

~~c. For employees whose current base pay rate is beyond the Appendix A grid endpoint, the following increase will be provided, subject to the applicable pay range maximum shown in Appendix D/II:~~

~~1) Adjustment of \$.10 per hour for all classifications~~

~~2) 6.5% for employees whose position is allocated to the Nurse Clinician or Nurse Clinician Weekend classification series.~~

~~3) 3.0% for employees not included in 2), above.~~

~~d. Employees who do not receive the entire percentage increase or cents per hour under c., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between the applicable percentage under 2), or 3) above, of the employee's base pay rate, and cents per hour under 1), above, and the amount actually received as a percentage and cents per hour increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~e. Employees whose base applicable pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of the applicable percentage of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~5. Market Stratification Adjustment Effective June 27, 2004:~~

~~a. Employees in pay status on June 27, 2004, whose positions are allocated to the classifications shown below are eligible to receive the market adjustment shown below. The market adjustment is based on full years of state seniority as of June 27, 2004, subject to the applicable pay range maximum in Appendix D/II:~~

Classification Title	Class Code
Dietitian—Clinical	37401
Therapist	39661
Therapist Senior	39662
Nursing Consultant 1	38341
Nursing Consultant 2	38342
Nursing Specialist	38260
Nursing Instructor 1	38271
Nursing Instructor 2	38272
Public Health Nurse 2	38702
Public Health Nurse 3	38703

Full Years of Seniority	Grid Level Movement	Percentage Increase If Limited By Grid Endpoint
10 or more years	1	1.50%

b. — ~~Employees who do not receive the entire percentage increase under a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between one and one half percent (1.50%) of the employee’s base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee’s budgeted FTE on the effective date of the adjustment.~~

c. — ~~Employees who do not receive the percentage increase under a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to one and one half percent (1.50%) of the employee’s base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee’s budgeted FTE on the effective date of the adjustment~~

~~6. Anniversary Adjustments: (Use Appendix A grid, for adjustments through an effective date of June 26, 2004, Appendix B grid for anniversary adjustments effective from June 27, 2004 through an effective date of December 25, 2004, and Appendix C grid, for anniversary adjustments effective beginning December 26, 2004). Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date. (Note: According to Section 3 of Article V, Section 5/3/1, effective on the effective date of the Agreement, any employee hired with HAM is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the rate of the grid level corresponding to their state seniority as provided under Article VIII, of this Agreement.)~~

~~a. Employees whose base pay rate is less than the applicable grid endpoint shall receive a pay adjustment to the grid point in the pay range that is closest to but greater than the employee's base pay rate.~~

~~b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the grid endpoint and less than the applicable pay range maximum, shall receive an anniversary adjustment of one and one half percent (1.5%) of the employee's base pay rate, subject to the pay range maximum. Employees who do not receive the entire one and one half percent (1.5%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one half percent (1.5%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one half percent (1.5%) of the employee's base pay rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~7. No General Wage Adjustment is provided for FY 2004 2005 in lieu of the accelerated vacation schedule.~~

~~8. Pay Schedule Implementation—Effective June 27, 2004. The pay schedule in Appendix D/II., will be implemented.~~

~~9. Market Adjustment: Effective December 26, 2004, all employees in pay status are eligible to receive a Market Adjustment based on Grid Implementation on December 26, 2004.~~

~~10. Grid Implementation Effective December 26, 2004: The grid specified in Appendix C will be implemented as follows:~~

~~a. Subject to b., below, employees will be placed in the appropriate pay range at the grid level that corresponds with the employee's current grid level.~~

~~b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix C grid will be the lower of the two (2) grid levels.~~

~~c. For employees whose current base pay rate is beyond the Appendix B grid endpoint, the following increase will be provided, subject to the applicable pay range maximum in Appendix D/III:~~

~~1) 6.5% for employees whose positions are allocated to the Nurse Clinician or Nurse Clinician Weekend classification series.~~

~~2) 3.0% for employees not included in 1., above.~~

~~d. Employees who do not receive the entire percentage increase under c., above due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between the applicable percentage of the employee's base pay rate and the amount actually received as an increase, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~e. Employees whose base pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of applicable percentage of the employee's base pay rate, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~11. Pay Schedule Implementation Effective December 26, 2004. The pay schedule in Appendix D/III., will be implemented.~~

~~C. Eligibility for Wage Adjustments~~

~~1. Employees with anniversary dates between July 1, 2003, and the effective date of the Agreement, will receive the 2003-2004 wage adjustments and lump sum payments provided under Section 1/A./1./b. or c., above, if the employee would have been eligible on the anniversary date.~~

~~2. Employees who have separated from the bargaining unit (not including retired or laid-off employees) prior to the effective date of the wage adjustments provided under Section(s) 1.A. and B. of the Agreement are not eligible to receive the wage adjustments.~~

2. General Wage Adjustment effective the first day of the pay period following the effective date of the Agreement equal to one-half of one percent (0.50%) for all employees, implemented as follows:

a. Subject to b. through d. below, all employees are placed on the Appendix A. II. grid in their appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. Any employee whose current base pay rate falls between two (2) grid levels, the grid level used for placement on the Appendix A. II. grid shall be the lower of the two (2) grid levels.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the Appendix A, I. grid endpoint and less than the applicable pay range maximum shown in Appendix B. II., shall receive a base pay increase of one-half of one percent (0.50%) of the employee's base pay rate, subject to the Appendix B. II pay range maximum. Employees who do not receive the one-half of one percent (0.50%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one-half of one percent (0.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

d. Employees whose base pay rate, prior to the application of any adjustment under a. or b., above, is at or above the applicable Appendix B. II pay range maximum, shall receive a lump sum payment equal to the value of one-half of one percent (0.50%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

3. Pay Schedule Implementation. The pay schedule specified in Appendix B. II., is implemented

4. Grid Implementation for market adjustments effective the first day of the pay period following the effective date of the Agreement shall be implemented on the Appendix A.III grid as follows for eligible employees in classifications shown in the table below:

a. Subject to b. and c., below, all bargaining unit employees are placed on the Appendix A. III. grid in the appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. Employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix A.III. grid shall be the lower of the two (2) grid levels.

c. Eligible employees whose current base pay rate prior to grid implementation is greater than the Appendix A. II. grid endpoint, shall receive a four percent (4.0%) increase, subject to pay range maximum shown in Appendix B. III:

<u>Classification Title</u>	<u>Class Code</u>
<u>Nurse Clinician 2</u>	<u>38302</u>
<u>Nurse Clinician 2 Weekend</u>	<u>38862</u>
<u>Nurse Clinician 3</u>	<u>38303</u>
<u>Nurse Clinician 3 Weekend</u>	<u>38863</u>
<u>Nurse Clinician 4</u>	<u>38304</u>
<u>Nurse Practitioner</u>	<u>38360</u>
<u>Physician Assistant</u>	<u>38000</u>

d. Eligible employees who do not receive the entire percentage increase in c., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between four percent (4.0%) of the employee's base pay rate, and the amount actually received as a pay increase multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

e. Eligible employees whose base pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of four percent (4.0%) of the employee's base pay rate, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

5. Market Adjustment effective the first day of the pay period following the effective date of the Agreement shall be implemented as follows for eligible employees in classifications shown in the table below.

a. Subject to b. and c., below, eligible employees shall receive three grid level movements on the Appendix A. III. grid or an increase of four and one-half percent (4.5%) of the employee's current base pay rate, subject to the Appendix B. III. pay range maximum.

b. Employees eligible for the market adjustment provided in a., above, who do not receive the entire percentage increase due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between four and one-half percent (4.5%) of the employee's base pay rate and the amount actually received as an increase multiplied by 1044. The lump sum payment shall be pro-rated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Eligible employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to four and one-half percent (4.5%) of the employee's base pay rate, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

<u>Classification Title</u>	<u>Class Code</u>
<u>Nurse Instructor 1</u>	<u>38271</u>
<u>Nurse Instructor 2</u>	<u>38272</u>
<u>Nursing Consultant 1</u>	<u>38341</u>
<u>Nursing Consultant 2</u>	<u>38342</u>
<u>Public Health Nurse 1</u>	<u>38701</u>
<u>Public Health Nurse 2</u>	<u>38702</u>
<u>Public Health Nurse 3</u>	<u>38703</u>
<u>Nursing Specialist</u>	<u>38260</u>

6. Pay Schedule Implementation. The pay schedule specified in Appendix B. III., is implemented.

B. Fiscal Year ~~2004-2005~~2006-2007

The following wage adjustments shall be implemented in the order set forth below, effective June 25, 2006, unless specified otherwise:

1. Anniversary Adjustments: (Use Appendix A. III. grid for anniversary adjustments through an effective date of June 25, 2006, Appendix A. IV. grid for anniversary adjustments effective June 26, 2006 through an effective date of April 1, 2007, and Appendix A.V. grid for anniversary adjustments effective April 2, 2007 through June 30, 2007). Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date. (Note: According to Section 3 of Article V, Section 5/3/1, effective on the effective date of the Agreement, any employee hired with HAM is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the rate of the grid level corresponding to their state seniority as provided under Article VIII, of this Agreement.)

a. Employees whose base pay rate is less than the applicable grid endpoint shall receive a pay adjustment to the grid point in the pay range that is closest to but greater than the employee's base pay rate.

b. Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the applicable grid endpoint and less than the applicable pay range maximum, shall receive an anniversary adjustment of one and one-half percent (1.50%) of the employee's base pay rate, subject to the applicable pay range maximum. Employees who do not receive the entire one and one-half percent (1.50%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one-half percent (1.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one-half percent (1.50%) of the employee's base pay rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

2. General Wage Adjustment effective June 25, 2006, equal to one-half of one percent (0.50%) for all employees implemented as follows:

a. Subject to b. through d., below, all employees are placed on the Appendix A. IV. grid in their appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. Any employee whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix A. IV. grid shall be the lower of the two (2) grid levels.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the Appendix A. III. grid endpoint and less than the applicable pay range maximum shown in Appendix B. IV., shall receive a base pay increase of one-half of one percent (0.50%) of the employee's base pay rate, subject to the Appendix B. IV. pay range maximum. Employees who do not receive the one-half of one percent (0.50%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one-half of one percent (0.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

d. Employees whose base pay rate, prior to the application of any adjustment under a. or b., above, is at or above the applicable Appendix B. IV. pay range maximum, shall receive a lump sum payment equal to the value of one-half of one percent (0.50%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

3. Pay range reassignments effective June 25, 2006, shall be implemented as follows for employees in classifications show in the table below:

a. Eligible employees whose base pay rate is less than the Appendix A. III. grid endpoint shall receive a pay adjustment according to pay upon reallocation provisions in Appendix C.

b. Eligible employees whose base pay rate prior to the pay range reassignment exceeds the applicable grid endpoint shall receive an increase in the amount of six and one-half percent (6.5%) of the employee's base pay rate, subject to the applicable pay range maximum. Employees who receive less than the six and one-half percent (6.5%) increase, due to the Appendix B. IV. pay range maximum limitation are eligible to receive a lump sum payment equal to the value of the difference between six and one-half percent (6.5%) and the increase actually received, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date.

<u>Classification Title</u>	<u>Class Code</u>	<u>Old Pay Range</u>	<u>New Pay Range</u>
<u>Developmental Disabilities Specialist</u>	<u>39901</u>	<u>8</u>	<u>9</u>
<u>Developmental Disabilities Coordinator</u>	<u>39902</u>	<u>9</u>	<u>10</u>
<u>Dietitian Clinical</u>	<u>37401</u>	<u>7</u>	<u>8</u>
<u>Dietitian Administrative</u>	<u>37402</u>	<u>9</u>	<u>10</u>
<u>Occupational Therapist</u>	<u>39001</u>	<u>8</u>	<u>9</u>
<u>Occupational Therapist Senior</u>	<u>39002</u>	<u>9</u>	<u>10</u>
<u>Therapist</u>	<u>39661</u>	<u>6</u>	<u>7</u>
<u>Therapist Senior</u>	<u>39662</u>	<u>7</u>	<u>8</u>

4. Grid Implementation for market adjustments effective June 25, 2006, shall be implemented on the Appendix A. IV. Grid as follows for eligible employees in classifications shown in the table below:

a. Subject to b, and c., below, all bargaining unit employees are placed on the Appendix A. IV. grid in the appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. Employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on the Appendix A. IV grid shall be the lower of the two (2) grid levels.

c. Eligible employees in classifications shown in the table below whose current base pay rate prior to grid implementation is greater than the Appendix A. III. grid endpoint, shall receive a four percent (4.0%) increase, subject to the applicable pay range maximum shown in Appendix B. IV:

<u>Classification Title</u>	<u>Class Code</u>
<u>Nurse Clinician 2</u>	<u>38302</u>
<u>Nurse Clinician 2 Weekend</u>	<u>38862</u>
<u>Nurse Clinician 3</u>	<u>38303</u>
<u>Nurse Clinician 3 Weekend</u>	<u>38863</u>
<u>Nurse Clinician 4</u>	<u>38304</u>
<u>Nurse Practitioner</u>	<u>38360</u>
<u>Physician Assistant</u>	<u>38000</u>

d. Eligible employees who do not receive the entire percentage increase under c., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between four percent (4.0%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

e. Eligible employees whose base pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to four percent (4.0%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

5. Market adjustment effective June 25, 2006, shall be implemented as follows for eligible employees in classifications shown in the table below.

a. Subject to b. and c. below, eligible employees shall receive two grid level movements on the Appendix A. IV. grid or an increase of three percent (3.0%) of the employee's base pay rate, subject to the applicable Appendix B. IV. pay range maximum.

b. Employees eligible for the market adjustment provided in a. above, who do not receive the entire percentage increase due to the applicable pay range maximum limitation, shall

receive an annualized lump sum payment equal to the value of the difference between three percent (3.0%) of the employee's base pay rate, and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Eligible employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to three percent (3.0%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

<u>Classification Title</u>	<u>Class Code</u>
<u>Nurse Instructor 1</u>	<u>38271</u>
<u>Nurse Instructor 2</u>	<u>38272</u>
<u>Nursing Consultant 1</u>	<u>38341</u>
<u>Nursing Consultant 2</u>	<u>38342</u>
<u>Public Health Nurse 1</u>	<u>38701</u>
<u>Public Health Nurse 2</u>	<u>38702</u>
<u>Public Health Nurse 3</u>	<u>38703</u>
<u>Nursing Specialist</u>	<u>38260</u>

6. Market adjustment effective June 25, 2006, shall be implemented as follows for eligible employees in the classifications shown in the table below.

a. Subject to b. and c. below, eligible employees shall receive two grid level movements on the Appendix A. IV. grid or an increase of three percent (3.0%) of the employee's base pay rate, subject to the applicable Appendix B. IV. pay range maximum.

b. Employees eligible for the market adjustment in a. above, who do not receive the entire percentage increase shown in a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between three percent (3%) of the employees base pay rate, and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

c. Eligible employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to three percent (3.0%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

<u>Classification Title</u>	<u>Class Code</u>
<u>Audiologist</u>	<u>39100</u>
<u>Epidemiologist</u>	<u>40801</u>
<u>Epidemiologist-Adv</u>	<u>40802</u>
<u>Minimum Data Set Coordinator</u>	<u>38200</u>
<u>Physical Therapist</u>	<u>38901</u>
<u>Physical Therapist - Senior</u>	<u>38902</u>
<u>Public Health Educator</u>	<u>40701</u>
<u>Public Health Educator Senior</u>	<u>40702</u>
<u>Public Health Educator Adv</u>	<u>40703</u>
<u>Public Health Nutritionist 1</u>	<u>40501</u>
<u>Public Health Nutritionist 2</u>	<u>40502</u>
<u>Public Health Nutritionist 3</u>	<u>40503</u>
<u>Speech language Pathologist</u>	<u>40001</u>
<u>Speech Language Pathologist Snr</u>	<u>40002</u>
<u>Therapies Consultant</u>	<u>39775</u>

7. Pay Schedule Implementation. The pay schedule specified in Appendix B. IV. is implemented.

8. General Wage Adjustment for all employees equal to two and one-quarter percent (2.25%) effective April 1, 2007, shall be implemented on the Appendix A.V. grid as follows:

a. Subject to b. through d., below, all employees are placed on the Appendix A. V. grid in the appropriate pay range at the grid level that corresponds with the employee's current grid level.

b. Any employee whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix A. V. grid shall be the lower of the two (2) grid levels.

c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable Appendix A. IV. grid endpoint and less than the applicable pay range maximum shown in Appendix B.V., shall receive a base pay increase of two and one-quarter percent (2.25%) of the employee's base pay rate, subject to the Appendix B. V. pay range maximum. Employees who do not receive the two and one-quarter percent (2.25%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between two and one-quarter percent (2.25%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 480. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

d. Employees whose base pay rate, prior to the application of any adjustment under a. or b., above, is at or above the applicable Appendix B. V. pay range maximum, shall receive a lump sum payment equal to the value of two and one-quarter (2.25%) of the employee's base pay rate, multiplied by 480. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

9. Pay Schedule Implementation. The pay schedule specified in Appendix B.V., is implemented.

The Employer will provide the following wage adjustments in the order set forth below:

- ~~1. POPE Adjustment per Negotiating Note #6:~~
- ~~a. Using the Appendix A grid, eligible employees in pay status on June 27, 2004, receive a one time adjustment to the grid level within their current pay range, as provided on the below POPE scale, if their full years of state seniority as of June 27, 2004, is less than the grid level shown for that associated seniority.~~

Non-Nurse Clinicians	
Full Yrs. of Seniority	Adjustment
Less than 1 year	To Grid Level A (minimum of pay range)
1— 2 years	To Grid Level B
3— 4 years	To Grid Level C
5— 9 years	To Grid Level D
10 or more years	To Grid Level E

Nurse Clinicians	
Full Yrs. of Seniority	Adjustment
Less than 1 year	To Grid Level C (minimum of pay range)
1— 2 years	To Grid Level D
3— 4 years	To Grid Level E
5— 9 years	To Grid Level F
10 or more years	To Grid Level G

- ~~2. Lump Sum Payments Effective June 27, 2004:~~
- ~~a. Market Lump Sum: All employees in pay status on June 27, 2004, will receive a market lump sum payment of \$2,400, prorated based on their June 27, 2004, budgeted FTE.~~

~~b. General Wage Adjustment Lump Sum Payment: All employees in pay status on June 27, 2004, will receive a general wage adjustment lump sum payment of \$250, prorated based on their June 27, 2004, budgeted FTE.~~

~~3. Reallocation of Classifications to New Pay Ranges: Effective June 27, 2004, the following pay range reassignments will be implemented:~~

Classification Title	Class Code	Old Range	New Range
Nurse Clinician 2	38302	11-09	11-40
Nurse Clinician 2 Weekend	38862	11-09	11-40
Nurse Clinician 3	38303	11-10	11-41
Nurse Clinician 3 Weekend	38863	11-10	11-41
Nurse Clinician 4	38304	11-11	11-42

~~4. Grid Implementation Effective June 27, 2004: The grid specified in Appendix B will be implemented as follows:~~

~~a. Subject to b., below, employees will be placed in the appropriate pay range at the grid level that corresponds with the employee's current grid level.~~

~~b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix B grid will be the lower of the two (2) grid levels.~~

~~c. For employees whose current base pay rate is beyond the Appendix A grid endpoint, the following increase will be provided, subject to the applicable pay range maximum shown in Appendix D/II:~~

~~1) Adjustment of \$.10 per hour for all classifications~~

~~2) 6.5% for employees whose position is allocated to the Nurse Clinician or Nurse Clinician Weekend classification series.~~

~~3) 3.0% for employees not included in 2), above.~~

d. — Employees who do not receive the entire percentage increase or cents per hour under c., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between the applicable percentage under 2), or 3) above, of the employee's base pay rate, and cents per hour under 1), above, and the amount actually received as a percentage and cents per hour increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

e. — Employees whose base applicable pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of the applicable percentage of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.

5. — Market Stratification Adjustment Effective June 27, 2004:

a. — Employees in pay status on June 27, 2004, whose positions are allocated to the classifications shown below are eligible to receive the market adjustment shown below. The market adjustment is based on full years of state seniority as of June 27, 2004, subject to the applicable pay range maximum in Appendix D/II:

Classification Title	Class Code
Dietitian — Clinical	37401
Therapist	39661
Therapist Senior	39662
Nursing Consultant 1	38341
Nursing Consultant 2	38342
Nursing Specialist	38260
Nursing Instructor 1	38271
Nursing Instructor 2	38272
Public Health Nurse 2	38702
Public Health Nurse 3	38703

Full Years of Seniority	Grid Level Movement	Percentage Increase If Limited By Grid Endpoint
10 or more years	1	1.50%

~~b. — Employees who do not receive the entire percentage increase under a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to the value of the difference between one and one-half percent (1.50%) of the employee's base pay rate and the amount actually received as an increase, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~c. — Employees who do not receive the percentage increase under a., above, due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to one and one-half percent (1.50%) of the employee's base pay rate, multiplied by 2088. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment~~

~~6. — Anniversary Adjustments: (Use Appendix A grid, for adjustments through an effective date of June 26, 2004, Appendix B grid for anniversary adjustments effective from June 27, 2004 through an effective date of December 25, 2004, and Appendix C grid, for anniversary adjustments effective beginning December 26, 2004). Effective the first day of the pay period following the employee's anniversary date, each eligible employee in pay status shall receive an anniversary grid adjustment as specified below. If the employee's anniversary date occurs on the first day of a pay period, the anniversary adjustment shall be effective on that date. (Note: According to Section 3 of Article V, Section 5/3/1, effective on the effective date of the Agreement, any employee hired with HAM is not eligible to receive an anniversary adjustment unless the employee's base pay rate is less than or equal to the rate of the grid level corresponding to their state seniority as provided under Article VIII, of this Agreement.)~~

~~a. — Employees whose base pay rate is less than the applicable grid endpoint shall receive a pay adjustment to the grid point in the pay range that is closest to but greater than the employee's base pay rate.~~

~~b. — Employees whose base pay rate, prior to application of any adjustment under a., above, is at or above the grid endpoint and less than the applicable pay range maximum, shall~~

~~receive an anniversary adjustment of one and one half percent (1.5%) of the employee's base pay rate, subject to the pay range maximum. Employees who do not receive the entire one and one half percent (1.5%) increase due to the pay range maximum limitation, shall receive a lump sum payment equal to the value of the difference between one and one half percent (1.5%) of the employee's base pay rate and the amount actually received as an increase, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~_____ c. Employees whose base pay rate, prior to application of any adjustment under a. or b., above, is at or above the applicable pay range maximum, shall receive a lump sum payment equal to the value of one and one half percent (1.5%) of the employee's base pay rate, multiplied by the number of work hours remaining in the fiscal year. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~7. No General Wage Adjustment is provided for FY 2004 2005 in lieu of the accelerated vacation schedule.~~

~~8. Pay Schedule Implementation Effective June 27, 2004. The pay schedule in Appendix D/II., will be implemented.~~

~~_____ 9. Market Adjustment: Effective December 26, 2004, all employees in pay status are eligible to receive a Market Adjustment based on Grid Implementation on December 26, 2004.~~

~~_____ 10. Grid Implementation Effective December 26, 2004: The grid specified in Appendix C will be implemented as follows:~~

~~_____ a. Subject to b., below, employees will be placed in the appropriate pay range at the grid level that corresponds with the employee's current grid level.~~

~~_____ b. For employees whose current base pay rate falls between two (2) grid levels, the grid level used for placement on Appendix C grid will be the lower of the two (2) grid levels.~~

~~_____ c. For employees whose current base pay rate is beyond the Appendix B grid endpoint, the following increase will be provided, subject to the applicable pay range maximum in Appendix D/III:~~

~~1) 6.5% for employees whose positions are allocated to the Nurse Clinician or Nurse Clinician Weekend classification series.~~

~~2) 3.0% for employees not included in 1., above.~~

~~d. Employees who do not receive the entire percentage increase under c., above due to the pay range maximum limitation, shall receive an annualized lump sum payment equal to~~

~~the value of the difference between the applicable percentage of the employee's base pay rate and the amount actually received as an increase, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~e. — Employees whose base pay rate, prior to application of any adjustment under c., above, is at or above the applicable pay range maximum, shall receive an annualized lump sum payment equal to the value of applicable percentage of the employee's base pay rate, multiplied by 1044. The lump sum payment shall be prorated on the basis of the employee's budgeted FTE on the effective date of the adjustment.~~

~~11. — Pay Schedule Implementation — Effective December 26, 2004. The pay schedule in Appendix D/III., will be implemented.~~

C. Eligibility for Wage Adjustments

1. Employees with anniversary dates between July 1, 2003~~5~~, and the effective date of the Agreement, will receive the ~~2003-2004~~2005-2006 wage adjustments and lump sum payments provided under Section 1/A./1.A. ~~or e.~~, above, if the employee would have been eligible on the anniversary date.

2. Employees who have separated from the bargaining unit (not including retired or laid off employees) prior to the effective date of the wage adjustments provided under Section(s) 1.A. and B. of the Agreement are not eligible to receive the wage adjustments.

Section 2 2005-2006 Lump Sum Wage Payment for the Delay in Implementation

Eligible employees will receive a lump sum wage payment as follows:

A. For employees receiving a General wage adjustment under 5/1/1/A./2., above, an amount equal to the value of the base pay adjustment the employee received multiplied by the number of hours in pay status from June 26, 2005, to the effective date of the wage adjustment.

B. For employees receiving a market adjustment under Section 5/1/1/A./4., above, an amount equal to the value of the pay adjustment received multiplied by the number of hours in pay status from December 25, 2005, to the effective date of the market adjustment.

C. For employees receiving market adjustment under Section 5/1/1/A./5., above, an amount equal to the value of the base pay adjustment received multiplied by the number of hours in pay status from December 25, 2005, to the effective date of the wage adjustment.

Section 3 HAM-RMR Notification and Prior Occupational Professional Experience (POPE)

~~5/3/1~~ In the event the Employer uses Hiring Above the Minimum (HAM) ~~or Raised Minimum Rate (RMR)~~ for recruitment, the Employer will notify the Union before implementation. ~~Effective the effective date of the 2003-2005 Agreement~~ December 27, 2003, new employees Hired Above the Minimum are not eligible to receive anniversary adjustments until their grid level corresponds to their seniority, as provided under Article VIII, of this Agreement.

~~5/3/2~~ Except in the event of a failed recruitment, use of HAM will be suspended effective June 27, 2004, ~~for the remainder of the term of the 2003-2005 Agreement~~. Use of HAM is prohibited, even in the event of a failed recruitment, if the employing unit's bargaining unit vacancy rate is below six (6) percent. ~~This paragraph (5/3/2) sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.~~

5/3/3 Prior Occupational Professional Experience (POPE)

Effective June 27, 2004, the Prior Occupational Professional Experience (POPE) rate structure will be implemented for original appointments based on full years of prior experience in the same designated discipline. See Appendix DB for hiring rate structure.

Section 4 Quarterly Classification Meetings

~~5/4/1~~ For the purpose of assignment and reassignment of classifications to pay ranges, the parties agree to incorporate s. 230.09 (2) (b), Wis. Stats., into the terms of this Agreement. The parties agree to meet on a quarterly basis, for the purpose of discussing classification and compensation issues, during the length of this Agreement. The agendas for such meetings will be determined jointly by OSER and the Union for the purpose of discussing classification and compensation issues, including recruitment problems, retention problems, and other issues that the parties mutually agree are appropriate. The Union will not be precluded from bargaining the assignment/reassignment of any bargaining unit classification to different pay ranges during the succeeding round of negotiations. Up to three (3) bargaining unit representatives designated to serve on this committee by the Union will attend without loss of pay. Related travel and other expenses will be the responsibility of the individual employee and the Union.

Section 5 FLSA Coverage

5/5/1 The Employer recognizes its obligation to abide by the U.S. Department of Labor's requirements relating to the State's coverage by the Fair Labor Standards Act, as amended.

ARTICLE VI
Employee Benefits

Section 1 Health Insurance

6/1/1 A. 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 are comparable in benefit levels and shall be considered as examples of comparability.

~~———— B. ——— Subject to D., below, the Employer agrees to pay ninety percent (90%) of the gross premium for the single or family standard health insurance plan offered to State employees by the Group Insurance Board or one hundred and five percent (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan shall be based on their county of residence. Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.~~

~~———— C. ——— Subject to F., below, the Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.~~

~~DB. Effective with premiums due for coverage beginning January 1, 2004, the provisions of B., above, and E., below, will be discontinued and a three tier health insurance model will be implemented.~~ 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:

Employee Monthly Contribution

	2004 Coverage Months		2005 Coverage Months	
	Single	Family	Single	Family
Tier 1	\$18.00 <u>22.00</u>	\$45.00 <u>55.00</u>	\$22.00	\$55.00
Tier 2	\$47.00	\$117.50	\$50.00	\$125.00
Tier 3	\$100.00	\$250.00	\$100.00	\$250.00

	Employee Monthly Contribution Effective January 2004 <u>2006</u> through December 2004 <u>2006</u>		Employee Monthly Contribution Effective January 2005 <u>2007</u> through December 2005 <u>2007</u>	
	Single	Family	Single	Family
Tier 1	\$18.00 <u>22.00</u>	\$45.00 <u>55.00</u>	\$22.00 <u>27.00</u>	\$55.00 <u>68.00</u>
Tier 2	\$47.00 <u>50.00</u>	\$117.50 <u>125.00</u>	\$50.00 <u>60.00</u>	\$125.00 <u>150.00</u>
Tier 3	\$100.00	\$250.00	\$100.00 <u>143.00</u>	\$250.00 <u>358.00</u>

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

~~E. — Until implementation of the three-tier health insurance model under D., above, the Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.~~

~~FC. Effective with health insurance premiums due for coverage beginning January 1, 2004, as provided in D., above, the provisions of C., above, will cease and t~~The Employer agrees to pay fifty percent (50%) of the total monthly premium amounts for the health plan selected for insured employees in permanent-part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

Section 2 Life Insurance

6/2/1 A. The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board.

B. 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., and the master contract between the insurance carrier and the State of Wisconsin Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

C. The Employer agrees to pay the difference between the employee contribution and total premium for the total plan.

Section 3 Income Continuation Insurance

6/3/1 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

6/4/1 A. The Employer agrees to provide a sick leave plan as follows:

1. Sick leave shall accrue at the rate of .0625 hour of sick leave for each hour in pay status not to exceed five (5) hours of sick leave accrued for eighty (80) hours in pay status in any biweekly pay period. Sick leave shall not be used until it has been accrued.

2. Employees shall earn sick leave at the rate of .0625 of an hour for each hour in excess of eighty (80) hours in a biweekly pay period, up to a maximum of one (1) hour for ninety six (96) hours in a pay period.

3. Sick leave shall not accrue during any period of absence without pay, except as provided in 6/6/1/D.

4. Unused sick leave shall accumulate from year to year in the employee's sick leave account.

B. The Employer agrees to provide the following:

1. Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her

regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use earned holidays, compensatory time off, and/or annual leave in lieu of sick leave when they so request.

2. 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) work days advance notice of appointments except when emergency conditions prevail.

3. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, spouse equivalent, parents, step parents, grandparents, foster parents, children, step children, grandchildren, in laws, foster children, brothers (and their spouses), sisters (and their spouses) of the employee or spouse, and other relatives of the employee or spouse residing in the household of the employee. The term “spouse equivalent” is to be applied in this section (Section 4) only.

Use of accrued sick leave shall be used during the nine (9) 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) work days, plus required travel time not to exceed four (4) work days. Requests for travel time will not be unreasonably denied.

4. Employees may use one (1) day of accrued sick leave to attend the funeral of aunts, nieces, nephews, cousins, or uncles, of the employee or spouse. Travel time required to attend such funerals shall not exceed four (4) work days. Requests for travel time will not be unreasonably denied.

5. Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled members of the immediate family (as defined in paragraph 3 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) work days 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 care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth or adoption of a child.

6. Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of his/her regular base rate.

The procedures necessary for the administration of this Section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

C. 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 the employee's highest base pay rate while in state service 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. At the time the sick leave conversion account of the individual is depleted the individual may continue in the Group Insurance program in accordance with the requirements of the Group Insurance Board.

D. Upon written request of an employee, accumulated unused sick leave, including any supplemental health insurance conversion credits available under H., below, shall, at the time of layoff, be converted to cash at the employee's highest base pay rate while in state service for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs 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.

E. Separation from the service shall cancel all unused accumulated sick leave. After the effective date of this Agreement when a person who is an employee with permanent status in class is laid off or resigns, any unused accumulated sick leave shall be restored, if he/she is re-employed by the same agency or is rehired by any other agency of the State within five (5) years.

F. Each employee's unused sick leave accumulated in their sick leave account prior to 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.

G. 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 insurance coverage.

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

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

H. Supplemental Health Insurance Conversion Credits (SHICC) Upon Retirement, Death, or Layoff

The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or who are laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or while laid off, under the following conditions. The definition of "layoff" for purposes of SHICC does not include employees on a temporary, school year, seasonal, or sessional layoff.

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

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

For employees who retire, die, or are laid off 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, die, or are laid off 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:

3. If, at the time of retirement, death, or layoff, 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.

4. If, at the time of retirement, death, or layoff, 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 and four (104) hours for each year of adjusted continuous service over twenty four (24) years.

5. 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, death, or layoff shall receive five hundred (500) hours credited to this account upon retirement, death, or layoff.

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.

6. Credits granted to a laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee accepts any other employment, or five (5) years have elapsed from the date of layoff, whichever occurs first.

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 adjusted 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 ~~HF~~.

Section 5 Paid Annual Leave of Absence

6/5/1 A. The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

B. 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 ER-Pers. 13, (Register, May, 1988) employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

1. For all employees, ~~through June 26, 2004 and FLSA Non-Exempt Employees thereafter.~~ subject to 2. and 3., below:

Seniority	Rate for a Full Year of Service
0 yr. to 5 yrs.	80 hrs.
5+ yrs. to 10 yrs.	120 hrs.
10+ yrs. to 15 yrs.	136 hrs.
15+ yrs. to 20 yrs.	160 hrs.
20+ yrs. to 25 yrs.	176 hrs.
25 yrs. or more	200 hrs.

~~2. FLSA Exempt Employees beginning June 27, 2004. Employees will receive a prorated portion of the below amounts for the remainder of calendar year 2004.~~

Seniority	Rate for a Full Year of Service
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.	216 hrs.

32. Seasonal and School Year Employees.

Employees who are 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 ~~par. 1. or 2.,~~ 6/5/1/B.1., above.

43. Permanent Part-Time Employees.

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro-rata leave consistent with 6/5/1/B./1. ~~or 2.~~, above.

C. Annual leave shall be computed as follows:

1. Annual leave credit in any given year shall not be earned for any period of absence without pay, except as provided in 6/6/1/D.

2. Annual leave for covered employees shall be prorated by computing hourly annual leave amounts 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
160 hr. rate	.076628 per hour
176 hr. rate	.084291 per hour
200 hr. rate	.095785 per hour
216 hr. rate	.103448 per hour

3. Employees eligible for annual leave as provided in Subsection B, shall have such leave pro-rated upon termination.

D. Employee options for using annual leave:

1. Employees eligible for one hundred and sixty (160) or one hundred and seventy six (176) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one or more of the following options each year:

- a. As annual leave during the year earned.
- b. As credit for termination leave.
- c. As accumulated sabbatical leave.

2. Employees eligible for two hundred (200) hours annual leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under one 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.

3. Employees eligible for two hundred sixteen (216) hours annual leave each year under ~~6/5/1/B-2~~, may, at their option, elect to receive one hundred twenty (120) hours or prorated 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 leave.
- d. As accumulated sabbatical leave.

4. Nurse Clinicians transferring to Weekend Nurse positions will receive a cash payment, calculated at their base rate of pay, for all accumulated annual leave time earned prior to the date of transfer.

5. Employees classified as Nurse Clinician-Weekend Nurse may, at their option, elect to receive earned annual leave under one (1) or more of the following options each year:

a. Annual leave during the year earned, not to exceed ninety-six (96) hours per year, except by mutual agreement; prorated for permanent part-time employees in accordance with 6/5/1/B., above. Employees may elect to use annual leave on no more than two (2) weekends during the time periods January through June and July through December, respectively. For purposes of this paragraph, “weekend” means the hours between 12:00 a.m. Saturday and 11:59 p.m. Sunday.

b. Cash payment at the employee’s base rate of pay, to be made at the end of the calendar year or at the completion of the employee’s original probationary period, whichever is later.

E. ~~Beginning in calendar year 1997, e~~Employees who earn less than one hundred and 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 prorated portion thereof of annual leave under one (1) of the following options each year:

1. Annual leave during the year earned;
2. As credit for termination leave or as accumulated 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, 1997, and employees who qualify at any time after the “B” pay period in October, 1997 will be permanently eligible for this benefit. Once an employee qualifies for this option under this paragraph, they will be permanently eligible for this benefit.~~

F. Should an employee become ill or injured, or a death occur in the employee’s immediate family, immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of Article VI, Section 4 commencing with the date he/she informs the Employer.

Section 6 Leaves of Absence Without Pay

6/6/1 A. Leaves of Absence

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 6/6/1/A./2., 3., 4. & 5., below. Employees written requests that are denied by the Employer shall be done so in writing.

2. Pregnant employees shall be granted a maternity leave of absence without pay as follows:

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

c. Except as provided under 6/4/1/B./5., of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

3. 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.

4. Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes.

5. Employees adopting or fostering a child or children shall be granted a leave of absence without pay for a period of up to, but not exceeding ninety (90) calendar days for foster care and one hundred and eighty (180) calendar days for adoption. Such leave must coincide with the actual taking custody of the child or children.

6. Paternity leaves of absence for natural childbirth, shall be allowed for a maximum period of ninety (90) days without pay.

7. Union Leave - President

a. One employee who is elected or appointed President shall, upon thirty (30) day written notice ~~of the employee to the Employer~~, be granted a leave of absence without pay for the length of the term. Return from such leave of absence without pay shall be as provided in b., below.

b. The Employer agrees to provide for the following rights upon return from approved leave without pay under a., above:

1. The employee shall be returned to his or her same position, defined as a position on the same shift, work unit and FTE status.

2. 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.

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

4. 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 necessary qualifications.

8. Union Leave – Special Projects

a. Employees designated by the president to perform special projects on behalf of the District shall, upon thirty (30) day written notice to the Employer, be granted a leave of absence without pay for no more than six (6) weeks for any one project. This leave may be extended by mutual agreement.

b. Employees are limited to one such project per year of the agreement. Denial of leave under this provision shall not be unreasonable.

89. Medical leave - Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification by a medical doctor that the employee is not able to perform his/her 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.

B. The Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay:

1. For all leaves of less than three (3) months, the employee shall be returned to his or her same position, defined as a position on the same shift, work unit, and FTE status. For leaves in excess of three (3) months, the employee shall be returned to a position of like nature.

2. 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 opinion of the Employer, the employee is qualified. If the employee is not placed in such a position the layoff provisions of the contract shall apply.

3. The Employer will whenever possible allow employees to return to work early from a leave of absence upon fourteen (14) calendar days notice.

C. Life, health, and income continuation insurance provided in this Agreement will continue pursuant to the terms and conditions of the Agreement for a period of ninety (90) days while an employee is on an approved leave of absence. Thereafter, the employee may continue said insurance by paying the premiums for same in advance in compliance with the Group Insurance Board.

D. The earning of sick leave and vacation credits will not be affected by authorized leave of absence without pay totaling up to a maximum of one hundred and seventy four (174) hours for approved job-related educational courses and/or Union activities. In addition, the earning of sick leave and vacation credits will not be affected by authorized leave of absence without pay for contract negotiations.

Section 7 Hazardous Employment Status

6/7/1 A. The Employer agrees to continue in effect the present provisions and administration of s. 230.36, Wis. Stats., which pertain to Employer payments to employees who suffer an injury while performing service for the Employer and incidental to his/her employment except that in addition Drivers License Examiners and Analysts shall be covered employees while (1) seizing drivers licenses and/or plates on revocations, cancellations, and suspension matters, and (2) during investigations relating to possible violations of the law. In addition, when an employee is responding to or going to the scene of a disturbance or when engaged in crowd control and riot training activities they shall be covered employees. It is expressly understood that bargaining unit employees not specifically listed in s. 230.36, Wis. Stats., who work at institutions in the Department of Health and Family Services and the Department of Veterans Affairs are eligible for the benefits under this provision. For purposes of this section the provisions of s. 230.36(4), Wis. Stats., concerning appeals shall not be applicable. The President of the Union shall receive a copy of every injury report filed by an employee within seventy two (72) hours after its completion.

B. 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.

C. Within fourteen (14) calendar days after receipt of the claim the appointing authority shall notify the employee and the President of SEIU District 1199W/UP of his/her decision to authorize or deny the claim.

D. 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 Step Two of the grievance procedure provided under Article IV of this Agreement.

E. 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 and the President of the Union shall be notified in writing, and the employee may file an appeal at Step Two 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.

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

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

H. Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease, providing his/her attending physician has released

him/her from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers aggravation of an injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefit resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

Section 8 Hostage Leave

6/8/1 A. For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

B. An employee who alleges that he/she has suffered an injury as a result of being taken hostage and whose injury is not covered under Article VI, Section 7 or Section 15 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

1. Psychiatrically-prescribed treatment and/or counseling services; and/or
2. A leave of absence without loss of pay or benefits for a period of time not to exceed forty-five (45) calendar days from the date of the conclusion of the hostage event.

C. If the psychiatrist determines that the employee is not fit to return to work within the forty-five (45) calendar days provided under B./2., above, or the employee needs continued treatment or counseling as provided under A., above, all benefits provided under this section shall cease and the Employer shall place the employee on Workers Compensation as provided under Article VI, Section 7 or Section 15 of this Agreement. The employee shall continue to be covered by Workers Compensation until the psychiatrist determines the employee is fit to return to work. When the psychiatrist determines the employee is fit to return to work, the employee shall be returned to his/her original position or one of like or similar nature, as determined by the Employer.

Section 9 Military Service

6/9/1 The Employer agrees to provide employees in this unit leave of absence for military service in conformity with s. 230.35(3), Wis. Stats.

6/9/2 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 6/6/1/A./4., under 6/9/1, or under rules promulgated by the office of state 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 6/9/1 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 6/9/1.

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 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). 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.

6/9/3 If an employee who is eligible to receive the pay and benefits authorized under 6/9/2 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 6/9/2 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 Voting Time

6/10/1 An employee who is eligible to vote but is unable to vote during non-working hours may be granted time off with pay for not to exceed three (3) consecutive hours upon written application to his/her appointing authority at least two (2) work days prior to the election date. Such application shall state the need and the amount of reasonable time off required to exercise this right. If granted, the appointing authority may designate the time of day that the employees shall be allowed the time off.

Section 11 Court Appearance

6/11/1 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 fees received.

Section 12 Jury Duty

6/12/1 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. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty status for the remainder of his or her shift.

Section 13 Retirement

6/13/1 A. 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. 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.

B. The Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

C. Effective beginning the first pay period following the effective date of the Agreement, the Employer shall pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 14 Holidays

6/14/1 A. Holidays.

1. The Employer agrees to provide the following paid holidays each year to all employees in the Unit who are in pay status either the scheduled work day immediately preceding or following the designated holiday:

Independence Day	July 4, 2003 5	July 4, 2004 6
Labor Day	September 4, 2003 5 , 2005	September 6, 2004 4 , 2006
Thanksgiving Day	November 27, 2003 24 , 2005	November 25, 2004 23 , 2006
Christmas Eve	December 24, 2003 5	December 24, 2004 6
Christmas	December 25, 2003 5	December 25, 2004 6
New Year's Eve	December 31, 2003 5	December 31, 2004 6
New Year's	January 1, 2004 6	January 1, 2005 7
Martin Luther King Jr. Day	January 19, 2004 16 , 2006	January 17, 2005 15 , 2007
Memorial Day	May 31, 2004 29 , 2006	May 30, 2005 28 , 2007

2. The Employer agrees to provide three and one half (3 1/2) non-cumulative personal holidays each calendar year to all employees plus one (1) additional paid personal holiday each calendar year, effective calendar year 2004, in recognition of Veterans Day. All employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays.

Qualified employees may, with seventy two (72) hours notice, take these holidays at any time during the calendar year provided the days selected by the employee have the prior approval of the Employer. Such approval shall not be unreasonably denied.

3. Under the provisions of 6/14/1/A./1. and 2. above, permanent part-time employees will have all holiday pay prorated based on hours in pay status up to full-time. The method of proration will be at the discretion of the Employer.

4. The Employer agrees that if a holiday, provided in 6/14/1/A.1., falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted. The Employer may permit such time to be anticipated. Such time shall lapse if not used by the employee in the same calendar year. However, if the Employer does not allow the employee to take such compensatory time by the end of the year that time shall be paid in cash.

5. The Employer agrees that employees required to work on a holiday provided in 6/14/1/A./1., shall be compensated for such holiday by receiving equivalent time off at a later date. Equivalent compensatory time is an amount of time equal to the number of hours the employee works during a normally scheduled shift, up to a maximum of eight (8) hours.

B. Compensatory Time

Compensatory time off due an employee for work on a holiday or when a holiday falls on an employee's regularly scheduled day off, shall be added to vacation credits and shall be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling. However, compensatory time earned for work on December 24, 25 and 31 of any calendar year shall be allowed to be carried over until June 30 of the following year. If the Employer does not permit the employee to use this carry-over time by June 30, it shall be paid in cash.

C. Holiday Premium Pay

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

Independence Day	July 4, 2003 <u>5</u>	July 4, 2004 <u>6</u>
Labor Day	September 4, 2003 <u>5, 2005</u>	September 6, 2004 <u>4, 2006</u>
Thanksgiving Day	November 27, 2003 <u>24, 2005</u>	November 25, 2004 <u>23, 2006</u>
Christmas Eve	December 24, 2003 <u>5</u>	December 24, 2004 <u>6</u>
Christmas	December 25, 2003 <u>5</u>	December 25, 2004 <u>6</u>
New Year's Eve	December 31, 2003 <u>5</u>	December 31, 2004 <u>6</u>
New Year's	January 1, 2004 <u>6</u>	January 1, 2005 <u>7</u>
Martin Luther King Jr. Day	January 19, 2004 <u>16, 2006</u>	January 17, 2005 <u>15, 2007</u>
Memorial Day	May 31, 2004 <u>29, 2006</u>	May 30, 2005 <u>28, 2007</u>

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

Section 15 Administration of Worker's Compensation Benefits

6/15/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the appointing authority shall make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

6/15/2 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 was job related, and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

6/15/3 In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary total disability as specified in the Worker's Compensation Act or until the Department of Administration makes a decision, whichever is first, the Employer shall continue to pay its share of the health insurance premium as provided in Article VI, Section 1, for the period of the temporary total disability.

6/15/4 In the event the Employer denies the employee's claim of worker compensable injury and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article VI, Section 1, if the employee had continued paying the full cost of the health insurance premium payment during the period that the worker's compensation claim is pending.

6/15/5 Employees on worker's compensation benefits who are unable to use earned personal holiday, compensatory time, annual leave, or legal holiday credits due to being on worker's compensation benefits, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

Section 16 Travel and Lodging

6/16/1 The Employer agrees to continue in effect the provisions of ss. 16.535 and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business. The Union recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.53(12), 20.916 and this section. Employees covered by this Agreement will receive any additional increases in reimbursement rates that the employees may obtain under ss. 16.53(12), and 20.916, Wis. Stats., during the life of this Agreement.

A. Definitions

1. Assigned headquarters – Facility or location to which the employee is normally assigned by the Employer as a headquarters and from which he/she performs his/her assigned duties.

2. Alternate work site – Any location (or pickup point) designated by the Employer other than the employee's assigned headquarters at which he/she performs his/her assigned duties.

B. Work and Travel Time

1. A training session/seminar/conference held in the assigned headquarter city shall not constitute an alternate work site.

2. The time spent traveling from an employee's place of residence to and from his/her assigned headquarters is not considered work time. When an employee is required by the Employer to travel from his/her place of residence to an alternate work site (or pickup point), the employee will be in work status while traveling from the employee's residence to the alternate work site (or pickup point). An employee will also be in work status while traveling from a pickup point to an alternate work site.

3. Work related activities shall include but not be limited to patient/client related activities such as home visits; completion of reports and records; mailings; telephone calls; preparation of materials and audiovisual aids; and training sessions and group meetings.

C. Automobile Expense Reimbursement

1. Travel reimbursement to work site -

a. Actual miles driven by the shortest practical route shall be used for reimbursement purposes instead of map miles.

b. Mileage payments from home to the assigned headquarters are not allowed.

c. When management determines that an employee's vehicle is required for travel to a work site removed from the assigned headquarters, the employee shall be reimbursed for mileage from home to the work site, or from the assigned headquarters to the work site, whichever is closer.

d. When management determines that an employee's vehicle is not required for travel to a work site removed from the assigned headquarters, the Employer will reimburse mileage from the employee's home to an approved pickup point which is in excess of the mileage from the employee's home to the assigned headquarters.

2. Rate of reimbursement -

a. An additional reimbursement at the rate of one cent (\$.01) per mile shall be paid to any employee for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation (including pulling trailers; carrying two (2) or more passengers; carrying tools, equipment or supplies) or which require the installation of special equipment.

b. When an assigned pool or state-owned automobile is available and the employee is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of state cars, including depreciation. The Employer shall notify the Union of any reimbursement rate change.

c. With prior supervisory approval, employees may use an air conditioned personal vehicle during the period of May 15 - September 15 and receive full mileage reimbursement.

D. Meals

1. a. Employees shall be reimbursed for all actual, reasonable and necessary amounts expended for their own meals incurred in the performance of their official duties. The performance of the employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters. Employees shall be reimbursed without receipts for meals according to ss.16.53(12) and 20.916, Wis. Stats.

b. Requests for reimbursement for amounts in excess of the limits set pursuant to ss. 16.53(12) and 20.916, Wis. Stats., must be accompanied by a receipt and full explanation of the reasonableness of such expense.

c. When an employee is entitled to reimbursement for two (2) or more consecutive meals in a day, the amount expended for any particular meal is left to the discretion of the employee, but the total reimbursement claim shall not exceed the individual meal rates for the consecutive meals in a day.

2. At institutions where meal facilities are available and in operation at the time of the meal break, the Employer will provide a meal without charge to employees held over to work an additional shift.

E. Lodging

1. Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of amounts designated in ss. 16.53(12) and 20.916, Wis. Stats.

2. Employees on field assignment or on assignments other than field assignments in groups of six or less shall not be required to share a room.

For assignments other than field assignments when employees are in groups of more than six (6), the Employer will not require sharing of rooms for more than two (2) consecutive nights nor will there be more than two (2) employees per room. The above limitations do not apply to those employees who are lodged at academies and/or dormitories. Employees traveling out of state may be required to share a room in all cases. Whenever possible, the Employer will attempt to accommodate an employee's choice of the co-employee with whom he/she wishes to share a room. Exceptions may be made to ensure privacy to physically handicapped persons upon request.

3. If an employee wishes to stay in accommodations other than those arranged for by the Employer, he/she must notify the Employer forty eight (48) hours prior to the date of the scheduled event. The employee will be eligible only for reimbursement for the cost of the Employer arranged accommodations upon submission of the receipt for the cost of other accommodations.

F. Parking

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

G. Miscellaneous

1. Travel Expenses - Travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars (\$50.00). Such advances shall not exceed eighty percent (80%) of the estimated expenses. All checks for reimbursement of travel expenses shall be issued in a timely manner.

2. Telephone

a. As of the effective date of this Agreement, employees are encouraged to place telephone calls in advance from the headquarters location. If telephoning from the field is necessary for business purposes, an employee must attempt to use the STATE TELEPHONE SYSTEM (STS), which is now available at most agency and university locations around the state. One personal call is reimbursable up to four dollars (\$4.00) each for the following conditions:

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

b. Where STS is not available, business telephone charges (both local and long distance) may be reimbursed. Business related facsimile charges are reimbursable. Reimbursement claims for business telephone calls or business facsimile charges in excess of five dollars (\$5.00) per call shall be supported by a receipt.

c. DHFS Car Phones: For those Division of Public Health, Division of Health Care Financing and Division of Supportive Living employees authorized to use a cellular car phone in the course of business, the agency will reimburse the employee ten dollars (\$10.00) a month towards user fees upon agency verification of employee contract with a cellular car phone service.

Section 17 Earning of Compensatory Time

6/17/1 Employees in this bargaining unit shall earn compensatory time credit if the employee has approval for such compensatory time or is directed by his/her supervisor to perform a specific work assignment other than a normally assigned work task outside normal work hours. This direction would be for a single occurrence or for continuing overtime work but must be a specific direction. Compensation for those credits shall be in compensatory time off or cash at a straight time rate as the Employer may elect. However, cash will be paid whenever feasibly possible. Employees will not be required to adjust their schedules within the same pay period in order to prevent the accumulation of compensatory time.

6/17/2 A. Employees classified in Nurse Clinician, Nursing Specialist, Dietitian or Therapist series shall earn compensatory time credit on an hour for hour basis at the rate of time and one half for all hours in pay status over forty (40) hours in a work week. Alternatively, by mutual agreement, the Employer and the Union may allow compensatory time credit on an hour for hour basis to be earned at the rate of time and one half for all hours in pay status over eighty (80) hours in a pay period. Compensation for those credits shall also be in compensatory time off or cash as the Employer may elect

B. Employees ~~classified in the Nursing Instructor series~~ shall earn compensatory time credit as provided in A., above, when filling in for a Nurse Clinician and providing direct patient care.

C. Employees will not be required to adjust their schedules within the same week in order to avoid the accumulation of compensatory time.

Section 18 Standby/On-Call

6/18/1 A. Except as provided in B., below, when the Employer requires that an employee must be available for work and be able to report for work in less than one (1) hour, the employee shall be compensated on the basis of three dollars (\$3.00) per hour. However, when employees are in on-site standby assignment, they shall receive four dollars and fifty cents (\$4.50) per hour.

B. For employees who provide direct patient care at an institutionally-based facility, when the Employer requires that an employee must be available for work and be able to report for work in less than one (1) hour, the employee shall be compensated on the basis of four dollars (\$4.00) per hour. However, when employees are in on-site standby assignment, they shall receive four dollars and fifty cents (\$4.50) per hour.

Section 19 Call-Back Time

6/19/1 Employees called back for duty or called in on the employees day off will be guaranteed an amount equal to two (2) hours pay if such duty is shorter than two (2) hours in duration, but shall not be required to remain on the premises when that duty has been completed. Thirty (30) minutes of work time shall be added for travel, each way, in determining the period of time worked. Work schedules will not be changed because of call-back time in order to avoid overtime, except where the call-back consists of a full eight (8) hour shift.

Section 20 Responsibility Pay

6/20/1 A. At all times a supervisory employee shall be readily available on the premises, if not readily available, the Employer agrees to provide responsibility pay at the rate of one dollar and fifteen cents (\$1.15) per hour for employees in the Nurse Clinician, Nursing Specialist, and Therapist series who are assigned temporary supervisory responsibilities. Such payment shall be limited to one employee in each work unit where no supervisor is on duty. The Employer shall determine the work unit and designate the employee who is to receive responsibility pay. Employees will be notified who is the supervisor on duty.

B. 1. Professional patient care employees who work between the hours of 5 p.m. and 7 a.m. when the availability of medical and professional support staff is reduced, except day shift employees starting at or after 6:00 a.m., shall receive additional responsibility pay at the rate of one dollar and forty cents (\$1.40) per hour.

2. Nursing Consultants working for the Department of Health and Family Services who are required to work between the hours of 7:00 p.m. and 7:00 a.m. shall receive responsibility pay as stated in 6/20/1/B./1., above.

C. 1. Those employees receiving the compensation cited in 6/240/1/B., above, who are committed to work permanent p.m. or night shifts, shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour in addition to the rate provided in 6/20/1/B., above, for hours worked between 5 p.m. and 7 a.m.

2. Those employees receiving the compensation cited in 6/240/1/B., above, who are committed to work p.m./night shift rotations shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour in addition to the rate provided in 6/20/1/B., above, for hours worked between 5 p.m. and 7 a.m.

3. Employees must commit to work the shifts described in 6/20/1/C./1. and 2., above, for a three (3) month period to qualify for the two dollar and fifty cents (\$2.50) per hour benefit, except as provided in 7/7/1/J.

D. Employees who work ~~between the hours of 12:00 a.m. Saturday and 11:59 p.m. Sunday~~ weekend hours shall receive additional pay at the rate of seventy-five cents (\$.75) per hour. Weekend hours consist of a 48 hour period between 10:00 p.m. on Friday and 7:30 a.m. on Monday. Employees receiving premium pay under Article VII, Section 6 and employees receiving the Weekend Nurse add-on under Article VII, Section 7 are not eligible to receive this additional pay.

Section 21 Dental Check-Off

6/21/1 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.

6/21/2 The Union will not hold the Employer liable for error or omissions in the administration of the check-off.

(Historical Note: Moved from Informational Note No. 1)

Section 22 Overnight Assignment

6/22/1 Employees required to be responsible for residents/clients on overnight assignment away from their normal work site shall be compensated at their regular rate of pay for two (2) hours during the eight (8) hour sleeping period.

Section 23 Employee Reimbursement Account

6/23/1 The Employer agrees to offer employees the opportunity to participate in the Employee 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 24 Catastrophic Leave

6/24/1 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.

A. 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 to care for the family member.

B. A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines and policies for application, approval, criteria for 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.

C. 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.

D. 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.

E. The Union 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 donors and recipients upon request.

F. The Catastrophic Leave Appeal Committee shall be comprised of three (3) SEIU District 1199W/UP members and one (1) management liaison. Appointment of SEIU District 1199W/UP committee members shall be by SEIU District 1199W/UP. The Committee will have final decision making authority on any denial appeal.

G. To be an eligible recipient, an employee:

1. 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.)

2. Must be on approved unpaid leave of absence or approved leave without pay.

3. Must be in need of at least a projected one hundred and sixty (160) hours, not necessarily consecutive.

4. 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.

5. 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.

6. Must not be receiving other salary replacement benefits.

7. Must be approved to receive transfers by the Union.

8. Part-time employees will receive leave on a prorated basis up to the FTE of scheduled hours.

9. Must remain a state employee.

H. To be an eligible donor, an employee:

1. Must have completed the first six (6) months of an original probationary period and been a state employee for at least one (1) year.

2. 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. (Prorated based on FTE.)

3. Must remain a state employee.

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 any other provisions of this Agreement.

It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

Section 25 Americans with Disabilities Act

6/25/1 The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the requirements of the federal Americans with Disabilities Act (ADA). The parties also agree to make a good faith effort to abide by the ADA (as applicable and as amended).

Disputes which concern application of the ADA shall not be subject to the grievance procedures as outlined in Article IV.

Before the Employer (OSER) implements new policies and procedures describing employee rights required by ADA, the Employer will provide an opportunity for the Union to review the materials and make comments.

Section 26 Family and Medical Leave Acts

6/26/1 The Union and the Employer agree that this Agreement shall be interpreted and applied in a manner consistent with the federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA), as amended.

Disputes which arise concerning application of the FMLA and/or the WFMLA shall not be subject to the grievance procedures as outlined in Article IV.

Before the Employer (OSER) implements new policies and procedures describing employee rights required by FMLAs, the Employer will provide an opportunity for the Union to review the materials and make comments.

ARTICLE VII
Work Schedules

Section 1 Scheduling of Work

7/1/1 A. Work schedules are defined as an employee's assigned hours of the day, days of the week, days off, and shift rotations.

1. A day off is defined as the 24 hours immediately preceding the start of the employee's next scheduled shift.

2. Full time employees shall have four (4) days off per pay period unless fewer days off are mutually agreed upon. Part time employees may have additional days off, prorated based on their FTE of record.

3. A p.m. shift is defined as any shift where the end of the shift occurs at or after 7:00 p.m. excluding employees on deviated or flexible work schedules.

4. A night shift is defined as any shift where the majority of hours scheduled are after 12:00 a.m. and before 7:00 a.m

B. The parties recognize that operational requirements may make it necessary for the Employer to change the regular work schedules of individual employees as well as the schedules of entire work units; however, the Employer will keep such work schedule changes to a minimum.

1. Posted schedules shall not be changed, except in case of an unanticipated or emergency staff need.

2. Such schedules shall provide at least twelve (12) consecutive hours off between scheduled shifts unless the employee requests otherwise (the provisions of Article VII, Section 7 supersede this subsection).

C. Work schedules shall set the hours of work for not less than a two (2) week period. Work schedules shall be posted not later than two (2) weeks prior to the commencement of the first work day of such schedule. The employee may voluntarily agree to changes in work schedules. The development or posting of a tentative schedule shall not preclude employees from requesting specific days off.

D. Normally employees will not be scheduled for more than six (6) consecutive days.

E. The Employer agrees that employees within a work unit may exchange shift hours with one another consistent with work assignment and qualification of employees involved and upon at least twenty four (24) hours advance notice to the Employer.

F. The right to establish work schedules is reserved to management, however, employees may submit to their immediate supervisor their request for days off two (2) weeks prior to the effective schedule for those days off requested.

G. It is the Employer's obligation, consistent with this article, to schedule staffing needs and employees shall not be required to schedule relief for themselves when under approved absence under this Agreement.

H. Work schedules for all full time employees shall not be changed for the purpose of accommodating the hiring of part time or temporary employees. The parties recognize that implementation of the Weekend Nursing Program may cause work schedule changes for full time employees.

I. Within the basic framework provided the implementation and application of the provisions of this Article and any other aspects of scheduling may be determined during local negotiations.

Section 2 Posted Work Schedules

7/2/1 Where required, employees' work schedules shall be posted on bulletin boards as provided in the Agreement and on appropriate management bulletin boards convenient to the work area involved at least fourteen (14) calendar days before the start of the period covered.

Section 3 Work Period

7/3/1 The normal work period for full time employees shall consist of eighty (80) hours within the regularly recurring fourteen (14) day biweekly pay period and for part time employees whatever hours are scheduled during such pay period.

Section 4 Lunch Periods

7/4/1 No employee shall be required to take more than one (1) hour as a lunch period. If an employee is not relieved of his/her post, station or duty, the lunch period will be work time. Employees working a scheduled work shift of less than six (6) hours will not be required to take a lunch break.

An unpaid lunch period of thirty (30) minutes shall be provided to employees working more than two (2) hours beyond their regular shift when so requested by the employees involved.

Section 5 Rest Periods

7/5/1 All employees shall receive one (1) fifteen (15) minute rest period during each four (4) hours of a shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated.

7/5/2 Management shall make every reasonable effort to relieve the employee of his/her duties during the employee's rest period. The administration of this provision shall be a subject of local labor/management meetings.

Section 6 Weekend Scheduling

7/6/1 A. The Employer shall schedule a minimum of every other weekend off for all employees who desire such schedule, and attempt to accommodate employees who desire weekend work.

B. Where the need of the Employer requires the scheduling of work on the weekend when the employee would normally be scheduled off, time and one-half shall be paid for such work, unless the schedule was mutually agreed upon.

C. A weekend consists of a consecutive Saturday and Sunday, beginning at 12:00 a.m. Saturday and ending 11:59 p.m. on Sunday. An employee permanently assigned to the night or p.m. shift may request Friday and Saturday nights or p.m.'s as constituting a scheduled weekend off. See 6/20/1/D. for definition of weekend for purposes of Responsibility Pay.

D. The provisions of Article VII, Section 7 supersede this Section.

Section 7 Weekend Nursing Programs

7/7/1 Employing units may establish Weekend Nursing Programs designed to recruit and retain qualified nursing personnel.

A. Employing units may, at their sole discretion, establish, expand, or eliminate Weekend Nursing Programs.

B. The Employer will give the Union fourteen (14) days notice of employing unit decisions to establish, expand, or eliminate Weekend Nursing Programs.

C. Nurse Clinician 2 & 3, positions will be allocated to the Weekend Nursing Programs and will be subtitled "Weekend Nurse", hereafter referred to as Weekend Nurse. Weekend Nurse 2 and 3 and Nurse Clinician 2 and 3, respectively, will be considered the same classification for the purposes of seniority, transfer and layoff.

D. Employing units participating in the Weekend Nurse Program will designate a fixed number of weekend shifts, by work unit, to be allocated as Weekend Nurse shifts.

1. These shifts may be scheduled in blocks of hours not to exceed twelve (12) hours, plus one (1) scheduled lunch period.

2. All Weekend Nurse shifts must be scheduled between the core hours of 6:00 a.m. Friday and 7:30 p.m. Monday.

E. Designated Weekend Nurse positions will be filled in accordance with the procedures established in Article IX of this Agreement, unless an alternative procedure is locally negotiated in accordance with the terms of the master agreement.

F. Weekend Nurses will be scheduled to work every weekend. The provisions of Article VII, Section 6 will not apply to Weekend Nurses.

G. Weekend Nurses will rotate shifts on alternate weekends, in accordance with Article VII, Section 10, unless permanent shifts are locally negotiated in accordance with the terms of the master agreement.

H. Weekend Nurses will be scheduled to work holidays falling on their regularly scheduled work days.

1. Weekend Nurses will receive holiday premium pay in accordance 6/14/1/C. for holidays worked.

2. Weekend Nurses will not be eligible for benefits under 6/14/1/A. and 6/14/1/B.

I. Weekend Nurses will receive a weekend add-on for all hours worked within the core hours. The amount of the add-on is ten dollars (\$10.00) per hour.

J. Weekend Nurses receiving the compensation cited in subsection I. above, will continue to earn Responsibility Pay under the provisions of 6/21/1/A. and B. of the Agreement. Weekend Nurses must commit to work the shifts described in 6/21/1/C./1. & 2. for a six (6) month period to be eligible for benefits 6/21/1/C. of the Agreement.

K. Premium pay for holiday and overtime hours worked will be computed at one and one half the employee's base rate of pay. Weekend Nurses receiving premium pay will also earn Weekend Nurse add-on and Responsibility Pay, in accordance with 7/7/1/I. And J., above.

L. Implementation and administration of the Weekend Nursing Program shall be a subject for discussion at union/management meetings, under the provisions of Article II, Section 8 of the Agreement.

M. The terms and conditions of the collective bargaining agreement apply to the Weekend Nursing Programs, except as expressly specified by the Agreement.

Section 8 Notification of Job Assignment

7/8/1 Management will give prior notice to employees of changes in job assignments and will discuss with the employee any major changes in duties.

Section 9 Shift Rotation

7/9/1 A. Employees shall not be required to rotate between more than two (2) shifts. Seniority calculated from the date of hire will be used for purposes of determining shift preferences. In the event an employee is involuntarily scheduled to work a third shift, time and one-half will be paid.

B. The Employer shall attempt to limit the number of shift rotation switches to a minimum. However, no more than four (4) shift rotation switches shall be scheduled in a pay period.

Section 10 Floating

7/10/1 A. The parties agree that management has the right to temporarily reassign employees.

1. Staff nurses may be required to function on clinical nursing units other than their permanent assignments. Every reasonable effort will be made to prevent the floating of a nurse out of his/her permanent assignment.

2. When assigned to another unit, a nurse will receive orientation to specific requirements particular to the care of the patients involved.

3. In units where the equipment and procedures are new or unfamiliar to the nurse, the nurse is expected to notify his/her supervisor of the need for orientation to the equipment and procedures. Upon such notification, the nurse will receive the appropriate orientation.

4. Through local negotiations, the Union and management may decide on floating clusters based on program, resident population, etc.

B. In cases where the employee feels that she could not provide safe nursing care, she can verbally inform the assignment authority of her objections.

1. If the employee is thereafter directed to act, she shall immediately report to the assignment.

2. As soon as possible thereafter, the employee will provide the Employer with a written record of her objections to the temporary assignment.

3. The employee will not be held negligent for performing those services pursuant to the temporary assignment for which she does not have adequate educational preparation.

C. In cases where the employee believes that a float or supplemental staff member cannot provide safe care, the objecting employee will verbally notify his/her supervisor.

D. When written notification of unsafe nursing practice is given to management, a timely response should be given verbally or in writing by management.

7/10/2 Float Pool Nursing Programs are designed to recruit and retain qualified nursing personnel and to reduce overtime, to the extent possible. Agencies may establish Float Pool Nursing Programs as follows:

A. Employing units may, at their sole discretion, establish, expand or eliminate Float Pool Nursing Programs.

B. The Employer will give the Union fourteen (14) days notice of employing unit decisions to establish, expand, or eliminate Float Pool Nursing Programs.

C. Nurse Clinician 2 & 3 positions (hereafter referred to as "Float Pool Nurse") will be allocated to the Float Pool Nursing Programs.

D. Employing units participating in the Float Pool Nurse Program will designate positions, by work unit, to be allocated as Float Pool Nurse positions.

E. Employing units will designate Float Pool Nurse positions as either straight shift or rotating shift positions.

F. Designated Float Pool Nurse positions will be filled in accordance with the procedures established in Article IX of this Agreement, unless an alternative procedure is locally negotiated.

G. Float Pool Nurses:

1. Will not be assigned a caseload.

2. Will be utilized to help prevent required overtime and will not regularly be utilized to fill in for extended leaves or extended time off, unless locally negotiated otherwise.

H. Whether Float Pool Nurses are subject to forced overtime and, if so, the order of required scheduled and unscheduled overtime will be locally negotiated.

I. Float Pool Nurses may volunteer for overtime shifts, either on days off or as continuing hours. Overtime volunteerism will be assigned by seniority or as modified by local agreements.

J. Float Pool Nurses are considered a work unit for purposes of vacation selection.

K. Float Pool Nurses must commit to work the shifts described in E., above, for a six (6) month period.

L. Other terms and conditions of the collective bargaining agreement apply to Float Pool Nursing Programs, except as modified under this section.

(Historical Note: Moved from Memorandum of Understanding No. 8)

Section 11 Scheduling of Compensatory Time Credits

7/11/1 A. When compensatory time credits have been earned by an employee under the provisions of Article VI, Section 18, such credits shall be scheduled and used prior to January 1, or those credits are lost.

B. Compensatory time credits will be scheduled by employees with approval by their supervisor.

C. Employees' written requests for scheduling compensatory time that are denied will be answered in writing by the Employer explaining the reason for the denial.

D. If the Employer does not permit the employee to use accrued compensatory time by January 1 the Employer may permit the employee to carry such credits into the first four (4) months of the next calendar year or compensate the employee for such compensatory time in cash. Any compensatory time balance carried over from the previous year not used by the employee by May 1 of the following year shall be paid in cash.

E. Accrued compensatory time in excess of five (5) days may be scheduled at the convenience of the Employer, but in increments of not less than an employee's regular shift.

Section 12 Overtime and Additional Shifts

7/12/1 A. Reference Memorandum of Understanding # 95 for exemptions to forced overtime.

B. Scheduled overtime is defined as that overtime for which management determines that an overtime assignment will be necessary at least twenty four (24) hours prior to the starting of such overtime assignment.

1. In institutions where regularly scheduled overtime work is required, the Employer will assign such overtime by seniority among those employees assigned to the work unit who normally perform the work involved. Such assignment shall be made as soon as practical after the need is identified.

2. In the distribution of scheduled overtime, employees shall be permitted to decline overtime work.

3. If all employees in the work unit decline an opportunity for overtime work, the Employer shall require the performance of this overtime work on each occasion in reverse seniority

order, beginning with the employee with the least seniority, except Weekend Nurses. The Employer shall consider previous overtime exposure and length of shift already worked when requiring the performance of overtime work.

C. The Employer shall have the right to require the performance of overtime work including requiring employees to remain at work after conclusion of their shift until relief is available.

D. If an employee works an additional full or partial shift under 7/12/1/B./3., above, the employee may, with supervisory approval, alter his/her work schedule within the same work week. Such requests will not be unreasonably denied.

7/12/2 Additional shifts for part-time employees will be scheduled as follows:

A. When additional shifts are required, the Employer will assign such additional shifts by seniority among those employees assigned to the work unit who normally perform the work involved. Such assignment shall be made as soon as practicable after the need is identified.

B. In the distribution of additional shifts, employees shall be permitted to decline additional shifts.

C. If all employees in the work unit decline an opportunity for additional shifts, the Employer will require the performance of additional shifts on each occasion in reverse seniority order, beginning with the employee with the least seniority, except Weekend Nurses. The Employer shall consider the number and length of shifts already worked when requiring the performance of additional shifts.

D. To the extent possible, when required additional shifts for part-time employees will be cancelled, employees will be notified at least 24 hours prior to the start of that shift.

Section 13 Scheduling Vacation Leave

7/13/1 A. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article VIII.

B. Employees, excluding Weekend Nurses, may schedule vacations on their normal weekend to work provided that weekend is scheduled to immediately precede or follow a full work week of the employee's approved vacation time. Alternative vacation scheduling practices involving the employee's normal weekend to work may be negotiated in the local agreement.

C. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit.

D. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation scheduled only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect another employee's vacation period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

E. Annual leave is not cumulative but employees shall be allowed to carry over sixteen (16) hours of earned annual leave until June 30 of the following calendar year. With supervisory approval, employees may be allowed to carry over more than sixteen (16) hours of earned annual leave until June 30 of the following calendar year.

F. Employees who transfer shall carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected and the vacation selection is consistent with the requirements of the Weekend Nursing Program.

G. Within the basic framework provided above the implementation and application of this Section, alternative vacation scheduling practices, and all other aspects of vacation scheduling shall be determined by local negotiations. Agreements under provisions of this Section will be reduced to writing.

ARTICLE VIII

Seniority

Section 1 General

8/1/1 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. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority.

Section 2 Separation

8/2/1 A. Seniority as established in 8/1/1, above, will be changed only where the employee is separated from state service by discharge, resignation, retirement or layoff.

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

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

2. Where within five (5) years of resignation or retirement an employee is reinstated, 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.

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

Section 3 Application

8/3/1 Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

Section 4 Seniority Lists

8/4/1 Seniority lists by classification will be maintained in the appropriate employing unit offices and shall be available to Union representatives and employees upon request. When requested by a Union representative, a copy of the seniority list will be furnished by the Employer.

ARTICLE IX

Transfers

Section 1 Request

9/1/1 Employees who have permanent status in their current classification and subtitle and desire to transfer within their department, shall file a written request as prescribed by the agency with the appropriate department personnel office indicating that interest. All such requests will be maintained for a period of six (6) months from the date of receipt.

Section 2 Procedure

9/2/1 A. When the Employer has advance notice of a pending vacancy and that vacancy is to be filled, the Employer will announce, in the form of an informational bulletin, the vacancy for a period of seven (7) calendar days prior to the date the position is filled. The announcement will include the classification, FTE, any special requirements, the shift and/or rotation, work schedule and the work location.

B. The Employer will notify the Union of vacancies under A., above.

C. When a permanent vacancy occurs in a permanent position, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the specific shift or location of the vacancy.

1. In making a selection, the Employer shall make the decision based on ability, seniority and job requirements. If ability and job requirements are comparable, seniority shall govern. Any employee who is selected for transfer shall have five (5) calendar days in which to decline the offer.

2. In the event an employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee so requests.

D. Whenever a permanent vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists.

1. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article II, Section 7 of this Agreement.

2. A period of seven (7) calendar days shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

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

F. In filling permanent vacancies on a temporary basis, the Employer agrees to follow the rules of the Office of State Employment Relations-Division of Merit, Recruitment and Selection.

G. In the event that the vacancy is not filled by transfer of an employee under provisions of 9/2/1/C., the Employer shall select an interested employee from another employing unit within the department who has registered with the department on the basis of ability, seniority and job requirements. In the event the employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee so requests.

H. In the event the vacancy is not filled by transfer of an employee under provisions of Section 2, A. through G., of this Article, the Employer will review written requests currently on file requesting consideration for that vacancy, on a permissive basis, from any employee in the bargaining unit in a classification in the same or higher pay range as the vacancy. Nonselection under this paragraph is not subject to the Grievance Procedure under Article IV.

I. In the event the vacancy is not filled by transfer under provision of Section 2, A. through G., of this Article, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

Section 3 Reassignment

9/3/1 A. Except in the case of an emergency or unanticipated workload, employees assigned to another geographic area will be given a thirty (30) calendar day notice.

B. Within institutions, reassignments of more than thirty (30) days to other work units shall be made with fourteen (14) days notice except in the case of float assignments or emergency need, including unanticipated absences.

C. The Employer, prior to reassignment, will solicit volunteers among those employees who would be eligible, and the Employer will consider qualified volunteers.

D. The employee shall receive specific orientation to the policies and procedures of the work site upon reassignment under this section. Whenever feasible, orientation will be provided prior to reassignment.

E. In the event the Employer temporarily reassigns an employee to another geographic area, the following criteria will be considered in selecting the employee to be reassigned;

1. Effective and efficient program operation and service delivery, and/or;
2. Employee familiarity with the reassignment site, and/or;
3. Employee proximity to the reassignment site.

4. Before the Employer reassigns an employee to a work site which is located such that the employee would travel an additional forty (40) miles one-way to reach the work site, the Employer shall make a good faith effort to seek volunteers for the temporary assignment.

Section 4 Definition of Vacancy

9/4/1 For purposes of this Article, a permanent vacancy is created:

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

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

C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 2 of this Article;

D. Transfers within the bargaining unit resulting from 9/4/1/A., B., or C., above.

Section 5 General

9/5/1 A. The applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

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

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

D. Those employees transferring at the request of the Employer shall be eligible for payment of moving expenses subject to the provisions of Chapter 20.917, Wis. Stats.

Section 6 Reassignment/Downsizing by Program Reductions

9/6/1 Whenever the Employer plans to reduce or eliminate a unit, program or service and/or reduce the number of filled full time equivalencies in the classification series [without laying off the incumbent employee(s)], the following provisions shall apply:

A. Whenever feasible, a minimum of sixty (60) days prior to the reassignment/program reduction, the Employer and SEIU District 1199W/UP will meet to identify the affected employee(s) and the options available to the employee(s). The parties will develop a plan for implementing those options.

B. No less than thirty (30) days before the reassignment/program reduction occurs, the Employer will provide written notice to the affected employee(s) and arrange a meeting of the Employer, SEIU District 1199W/UP, and the affected employee(s). A copy of all such notices shall be sent to the President of SEIU District 1199W/UP.

C. The following options can be used:

1. The employee may volunteer to be reassigned to an open position which may be less, the same, or greater FTE than his/her current appointment.

2. The employee may sign for another position. The employee can either contractually sign for the position or sign after the position has been posted once and subsequently is posted to the outside for non-contractual signers.

3. The employee will be subject to involuntary reassignment in inverse order of seniority relative to other employees on the unit.

4. If more than one affected employee volunteers for reassignment to a unit with an open position, the reassignment will be based on ability, seniority and job requirements. Reassignment to another position will be based on ability, seniority and job requirements.

D. During the first six (6) months after reassignment, the affected employees may voluntarily transfer to other positions.

Section 7 Permissive Probation

9/7/1 An employee who transfers between departments as a result of receiving a notice of being placed At Risk of Layoff, or 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. If no vacancy exists, the provisions of Article X (Layoff) will be invoked.

Section 8 Waiver

9/8/1 On a case by case basis by mutual agreement of the parties, the full transfer provisions of this Article may be waived to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Agreement will apply.

Section 9 Transfers Between Agencies

9/9/1 An employee who transferred between agencies and was placed on a permissive probationary period and is failing the probation, will have the following options if the employee and former Employer mutually agree:

- A. The opportunity to return to the original position if vacant and no contractual signers exist; 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 signers.

ARTICLE X
Layoff Procedure

Section 1 Application of Layoff

10/1/1 The Union recognizes the right of the Employer to lay off employees in accordance with the procedures set forth in this Article. Such procedures, however, shall not apply to:

- A. Temporary layoff due to an emergency, lack of funds or lack of work, for less than twenty (20) 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.

10/1/2 The Employer agrees that employees on temporary layoff under 10/1/1/A., above, shall continue to earn vacation and sick leave credits during each temporary layoff conducted by the Employer during the term of this Agreement. The Employer will continue to make its payment for health insurance for employees on temporary layoff.

10/1/3 Employees laid off because the state agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different state agency, shall have reinstatement eligibility according to 10/5/1 of the agreement and restoration rights according to 10/4/1 of the agreement to the state agency to which the functions previously performed by the person are transferred.

Section 2 Layoff Procedures

10/2/1 A. An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral vacancy within their current department or University of Wisconsin campus. The employee shall be interviewed for the vacancy if they provide written documentation of their qualifications for the vacancy and provide a copy of the at risk notice if requested. SEIU District 1199W/UP will be notified of employees who have received written notice of being at risk of layoff.

B. Preparation for Layoff. The following general procedures shall apply in preparation for a layoff.

1. In the event the Employer becomes aware of an impending reduction in work force, the Union will be notified a minimum of thirty (30) calendar days prior to layoff. The Employer will inform the Union of the classes and subtitles in which the layoffs are to occur and the approximate number of positions to be deleted. The Union may also request a meeting with management after notification of the impending layoff for the purpose of a mutual exchange of information then available on the matter. Upon receipt of such request, management shall have seven (7) calendar days to schedule and conduct such meeting.

2. The layoff group shall be determined by classification and subtitle as set forth in job specifications (except as provided by 7/7/1/C.).

a. For purposes of layoff, a subtitle shall be defined as a legitimate extension of the employee's classification based on specific training and experience requirements stated in the written job announcement and/or class specification.

b. The identification of subtitles shall be based only on specific training and experience requirements and shall be appended to the master Agreement.

c. The following subtitles are now recognized by the State personnel system for the purpose of layoff:

Therapist - Pre-vocational

Therapist - Recreational

Therapist - Music

Public Health Educator - Dental Consultant

Public Health Educator - Epidemiologist

d. The following subtitle is not recognized for purpose of layoff: Nurse Clinician - Weekend Nurse.

Any future subtitle additions or deletions will be transmitted by the Employer to the Union by letter.

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

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

C. Determination of Layoff. The following procedures shall apply in implementing a layoff.

1. Employees within the layoff group, as defined above, shall be laid off by seniority as defined in Article VIII, Section 1 with the least senior laid off first, except that the Employer may lay off out of line seniority under one (1) of the two (2) following options. The name of any employee so exempted and the reason therefore shall immediately be given to the Union.

a. The Employer may exempt to maintain a reasonable affirmative action program and/or where there is a demonstrable need for special skills or training.

b. The Employer may exempt, for reasons which are not arbitrary or capricious, ten percent (10%) of the actual number of employees identified for layoff within an employing unit within the same class and subtitle from the layoff procedure. Such ten percent (10%) shall not be less than one (1) person in employing units having six (6) or more employees within the class and subtitle.

2. 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 re-employment. An employee who is separated under this type of voluntary termination agreement is granted all rights and privileges of a laid off employee including restoration rights, reinstatement privileges and other such benefits as may be granted to laid off employees. An employee granted voluntary termination in lieu of layoff of another employee is not granted privileges associated with options available to employees in lieu of layoff provided under Section 3 of this Article.

3. Limited term employees in the same class and subtitle within the employing unit (other than student employees) who are not in federally funded positions shall be laid off prior to laying off bargaining unit employees.

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

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

10/3/1 Upon notice of layoff, the affected employee may within five (5) working days thereafter elect one or more of the following options. For purposes of this section, “working days” is defined as Monday through Friday.

A. Transfer in lieu of layoff. Prior to the layoff effective date, the most senior employee determined by the Employer to be laid off shall have the right to transfer laterally to permanent vacant positions in any class in the same or counterpart pay range in any employing unit within his/her department provided the employee is qualified and, if so, is capable of performing the duties of the job after the customary period of orientation for such a qualified employee. The affected employee may elect to move into such a vacant position even when the FTE of the vacancy is more or less than the FTE of the employee’s current position.

B. Between Departments

1. The employee may file a request for transfer to any department in state service. Such employee shall have the right to be appointed to any permanent vacancy in a class for which s/he meets the qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

2. The employee may file a request for demotion to any department in state service. Upon approval of that department, such employee may be appointed to any permanent vacancy in a class for which s/he meets the qualifications in a lower pay range as the position occupied at the time of notification of layoff.

C. Employees transferring or demoting outside of their employing unit under A. or B., above, may be placed on permissive probation at the discretion of the appointing authority.

D. At-Risk Employees for Closing or Downsizing Agencies

1. Employees who receive “at risk” letters may apply for transfer to a class in the same or counterpart pay range in any agency. These agencies must offer interviews to the five (5) most senior qualified employees who apply. If qualified, employees designated as “at risk” will receive first consideration for the position. If ability and job requirements are comparable, seniority shall govern.

2. Employees who receive “at risk” letters and who previously attained permanent status in a lower classification shall be granted interviews for vacancies in that lower classification in any agency provided the employee has the necessary qualifications to perform the work. If qualified, employees designated as “at risk” will receive first consideration for the position. If ability and job requirements are comparable, seniority shall govern.

E. Bumping.

1. a. Any employee who is in the bargaining unit, or any employee who is promoted out of the bargaining unit into another bargaining unit or into a supervisory position and is serving a probationary period for that promotion from the bargaining unit, may elect to bump downward to a lower class and subtitle in the same series in his/her employing unit at the time of notification of layoff.

b. An employee may elect to bump downward to a lower classification in his/her employing unit for which he/she is qualified provided the employee has previously held permanent status in the classification. Employees laid off by subtitle under Article 10/2/1/B./2./c., of this Agreement, will have bumping rights to positions in their same class for which they are qualified.

c. An employee in the following classifications may bump laterally or downward in his or her employing unit into the Nurse Clinician series provided the employee meets the specific training and experience requirements for the classifications and subtitle.

- 1) Nursing Instructor 1-2
- 2) Nursing Consultant 1-2
- 3) Nursing Specialist
- 4) Public Health Nurse 2-3

2. An employee bumping under this provision shall be appointed to any permanent vacancy in that lower class and subtitle.

3. In the event no permanent vacancy exists in that same or lower class and subtitle, the employee shall be included with those employees occupying a position in the class and subtitle, and the layoff procedures set forth in Section 2 of this Article shall apply.

4. Upon bumping, an employee shall retain his or her current rate of pay.

F. Voluntary Demotion in Lieu of Layoff.

1. The employee may, with the approval of the Employer, voluntarily demote in lieu of layoff. For purposes of this Article, voluntary demotion in lieu of layoff is the movement of an employee to a vacant permanent position in a lower pay range in any class and/or in any class series at the time of notification of layoff.

2. Upon voluntary demotion in lieu of layoff, an employee shall retain his or her current rate of pay.

G. Layoff. Removal of the employee from payroll status.

Section 4 Restoration

~~10/4/1 A. — Definition to follow Chapter ER MRS 1.02(30), Wis. Admin. Code (or as amended): “Restoration”: the act of a mandatory re-appointment without competition of an employee or former employee to a position:~~

~~————— 1. — In the same class in which the person was previously employed;~~

~~————— 2. — In another classification to which the person would have been eligible to transfer had there been no break in employment; or~~

~~————— 3. — In a class having a lower pay rate or pay range maximum for which the person is qualified to perform the work after the customary orientation provided to newly hired workers in the position.~~

~~———— B. — When a permanent vacancy is to be filled in an employing unit within a classification and subtitle from which an employee was laid off 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.~~

~~———— C. — Employees are responsible for keeping the Employer notified of their current address and telephone numbers.~~

~~———— D. — The Employer will notify employees being restored by certified mail. If unable to contact such employees within five (5) workdays such employees shall forfeit any further restoration rights for the vacancy being considered.~~

~~—— E. —— A laid off employee who fails to respond to a reasonable offer of restoration within ten (10) work days or who fails to be available for work within ten (10) work days after the acceptance shall forfeit any further restoration or reinstatement rights. If due to extenuating circumstances an employee is unable to report for duty within ten (10) workdays or make other arrangements with the Employer, the employee shall not forfeit the right to restoration when other vacancies occur.~~

~~—— F. —— Restoration rights of an employee supersedes the transfer rights of other employees set forth in Article IX of this Agreement.~~

~~—— G. —— Within the Department: Any employee who is laid off may file a request within the department for which s/he worked to fill a permanent vacancy in an employing unit other than that from which s/he was laid off. An employee who has filed such a request will be appointed to a permanent vacancy within that employing unit in the class(es) from which the employee was laid off or could have bumped under 10/3/1/E., above. Such restoration shall be by seniority, with the most senior qualified employee restored first.~~

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

A. Restoration. Restoration is the act of mandatory re-appointment without competition of an employee or former employee to a position in the same, counterpart or lower pay range for the classification from which they separated. Unless otherwise provided, restoration rights are provided for a five (5) year period from the date of layoff.

B. Restoration within the Employing Unit – same classification and subtitle. When a permanent vacancy is to be filled within the employing unit within the same classification and subtitle from which an employee was laid off or demoted in lieu of layoff, the employee shall be restored according to the inverse order of layoff as provided in this article.

C. Restoration within the Department – same classification and subtitle. When a permanent vacancy is to be filled within the department within the same classification and subtitle from which an employee was laid off or demoted in lieu of layoff, and the vacancy was not filled under provision B. above, the employee shall be restored according to the inverse order of layoff as provided in this article.

D. Restoration within the Department – any bargaining unit classification. When a permanent vacancy is not filled under provision C. above, a laid off employee may file a request for restoration to any bargaining unit classification for which the employee is qualified to perform the work after customary orientation and training provided to newly hired workers. When more than one employee requests restoration under this subsection to the same vacancy, the employee restored to the vacancy shall be the employee with the most seniority.

E. Restoration to other Departments – same classification and subtitle. When a permanent vacancy is to be filled within another department within the same classification and subtitle from which an employee was laid off or demoted in lieu of layoff, and the vacancy was not filled under provision D. above, the employee may file a request for restoration. When more than one employee requests restoration under this subsection to the same vacancy, the employee restored to the vacancy shall be the employee with the most seniority.

F. Restoration to other Departments – any bargaining unit classification. When a permanent vacancy is not filled under provision E above, a laid off employee may file a request for restoration to any bargaining unit classification for which the employee is qualified to perform the work after customary orientation and training provided to newly hired workers. When more than one employee requests restoration under this subsection to the same vacancy, the employee restored to the vacancy shall be the employee with the most seniority.

G. Employees are responsible for keeping the Employer notified of their current address and telephone numbers.

H. The Employer will notify employees being restored by certified mail. If unable to contact such employees within five (5) workdays such employees shall forfeit any further restoration rights for the vacancy being considered.

I. A laid off employee who fails to respond to a reasonable offer of restoration within ten (10) work days or who fails to be available for work within ten (10) work days after the acceptance shall forfeit any further restoration or reinstatement rights. If due to extenuating circumstances an employee is unable to report for duty within ten (10) workdays or make other arrangements with the Employer, the employee shall not forfeit the right to restoration when other vacancies occur.

J. Restoration rights of an employee supersede the transfer rights of other employees set forth in Article IX of this Agreement.

Section 5 Reinstatement

10/5/1 A. Definition to follow Chapter ER-MRS 1.02(29), Wis. Admin. Code (or as amended): “Reinstatement”: the act of permissive re-appointment without competition of an employee or former employee to a position:

1. In the same class in which the person was previously employed;
2. In another class to which the person would have been eligible to transfer had there been no break in employment; or
3. In a class having a lower pay rate or pay range maximum for which the person is qualified to perform the work after the customary orientation provided to newly hired workers in the position.

B. Within the Department or Other Departments: Any employee who is laid off may file a request for employment with any department. Upon approval of that department, an employee may be appointed to any permanent vacancy in a class for which s/he meets the necessary qualifications in the same or lower pay range as the position from which s/he was laid off.

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

D. Reinstatement within the department.

Any employee who is laid off may file a request within the department for which he/she worked to fill a permanent vacancy in an employing unit other than that from which he/she was laid off. Requesting employees will be appointed by seniority to any permanent vacancies within any employing unit in the department in the same class and subtitle providing he/she is capable of performing the duties and providing no other employee has restoration rights to such vacancy. An employee so reinstated shall be reinstated at his/her last rate of pay plus any intervening across-the-board general pay adjustments. In the event the employee is not selected to fill the vacancy, the Employer shall notify the employee in writing of the reason(s) if the employee or the Union so requests. Opportunity for reinstatement under this provision shall exist for a period of five (5) years from the date of layoff.

E. Other departments

The employee who is laid off may file a request for employment with any department in state service. Upon approval of that department, such employee may be appointed to any permanent vacancy in the same class or any similar class for which he/she meets the necessary qualifications in the same or lower pay range or job rate as the position from which he/she was laid off.

F. Employee response to reinstatement offer

A laid off employee, having filed a request for reinstatement, who fails to respond to a reinstatement offer within five (5) workdays of the offer, or who fails to accept a reasonable reinstatement offer within five (5) workdays of the offer, or who, upon acceptance of the offer, fails to be available for work within ten (10) workdays of the offer shall forfeit any further reinstatement rights. If, due to extenuating circumstances, the employee is unable to report for duty within ten (10) workdays of the offer or make other arrangements with the Employer, the employee shall not forfeit the right to reinstatement when other permanent vacancies occur.

Section 6 Permissive Probation

10/6/1 Employees restored or reinstated to an employing unit or department other than the one from which they were laid off may be placed on permissive probation at the discretion of the appointing authority. If the employee fails to pass permissive probation, s/he will be placed back in the layoff group.

Section 7 A Reasonable Offer

10/7/1 A. A reasonable offer of restoration or reinstatement is defined as an offer of a job:

1. with an assigned headquarters located less than forty (40) miles from the employee's home unless the employee's work site prior to his/her layoff was at a greater distance from his/her home, in which case a job offer shall be reasonable if the headquarters of the position offered is no farther from the employee's home than was the distance of the previous work site, and
2. the number of work hours allocated is not less than eighty percent (80%) of the number of hours previously allocated to the position from which the employee was laid off, and
3. 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.

B. An offer of limited term employment or project employment shall not constitute a reasonable offer under this Article.

Section 8 Priority of Article IX and Article X Rights

10/8/1 When a permanent vacancy occurs and more than one (1) employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article IX and Article X of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories:

- A. Transfer in lieu of layoff and bumping to a vacancy.
- B. Restoration.
- C. Reinstatement from layoff within a department.
- D. General transfers.

Section 9 Employing Units

10/9/1 The existing employing units are set forth in Appendix ~~G~~E hereof. Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator of the Division of Merit Recruitment and Selection and the head of the agency(ies) involved, or their designee(s), regarding such change in employing unit(s).

Section 10 Layoff Assistance

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

- 1. Time off without loss of pay to attend job training;
- 2. Assistance or training in the preparation of a resume;
- 3. Up to forty (40) hours time without loss of pay for job search activities, including interviews and examinations, in addition to the time specified in Article XIII, Section 8.
- 4. Unpaid leave of absence for interviews, examinations, and other job search activities.

5. 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.

B. While the Employee Referral Service is operational, upon approval of his/her supervisor, an employee who has received written notice from the appointing authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the Employee Referral Service, without loss of pay, or provided information from the Employee Referral Service. It is recognized that access to the Service may take the employee more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

Section 11 Relocation Expenses

10/11/1A. When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting as a result of a layoff or bumping to a vacancy, to change the location of his/her residence, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

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

Section 12 Layoff Benefits

10/12/1 A. Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payments to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. At the time of reinstatement or 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.

B. The Employer agrees that employees on temporary layoff under 10/1/1/A., shall continue to earn vacation and sick leave credits during each temporary layoff conducted by the Employer during the term of this Agreement. The Employer will continue to make its payment for health insurance for any employee on temporary layoff.

Section 13 Layoff Assistance

10/13/1 A. During the term of this Agreement, the Employer agrees, within the limits of funds provided for this purpose, to provide assistance to permanent bargaining unit employees who have either received their notice of layoff or who voluntarily acquire other employment and, in so doing, prevent a layoff. In order for employees in the latter category (layoff prevention) to be considered eligible for assistance under this Agreement, they must meet the following eligibility requirements:

1. They must be in a position which is included in the job classification(s) which has been identified for layoff as required under 10/2/1/B.
2. The employee must acquire other employment (either within or outside of state service) within the notice period required under 10/2/1/B.
3. Only that number of employees required to meet the number of position reductions identified in the notice provided to the Union under 10/2/1/B., will receive assistance.
4. Reimbursement will be made, per 10/13/1/A./3. above, on a “first come, first served” basis until the specific number of position vacancies has been achieved. Additional vacancies, due to employee turnover, which occur beyond the pre-identified number of vacancies which has been met will not be reimbursed under the provisions of this Section.

B. The following benefits shall be provided to employees meeting the eligibility requirements as noted in 10/13/1/A, above:

1. Where applicable, employees shall receive benefits under s. 20.917, Wis. Stats.
2. The Department or agency shall also provide the following supplemental benefits where provisions of s. 20.917, Wis. Stats., do not apply:
 - a. All or a portion of one (1) month’s rent;
 - b. All or a portion of a rental security deposit, not to exceed one (1) month’s rent;
 - c. The cost of all or a portion of actual moving expenses, not to exceed one thousand dollars (\$1,000.00); and,

d. The cost of transportation between the employee's home and headquarters city, not to exceed the cost of two (2) round trips.

3. The Department or agency shall provide leave with pay and shall reimburse employees once for travel, meal, and lodging costs associated with selection and participation in a pre-service training program under s. 46.057, Wis. Stats., if costs are not funded under s. 20.435(3)(jp), Wis. Stats.

4. Each employee shall be eligible for up to sixteen (16) hours paid leave time (in addition to the time granted under 10/13/1/B./2. above) for the purposes of attending interviews or examinations in state service.

ARTICLE XI
Health and Safety

Section 1 General Obligations of the Parties

11/1/1 A. Employer

The Employer shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure employee health and safety. Employees shall observe all rules and regulations pertaining to health and safety.

B. Employee and Union

Employees shall perform their duties in a safe and efficient manner, observing all rules and regulations of the Employer and governmental agencies pertaining to health and safety and utilizing the health and safety equipment provided by the Employer. Should an employee become aware of conditions he/she believes to be unhealthy or dangerous to the health and safety of employees, patients, or clients, the employee shall report the condition immediately to the supervisor.

The Union will lend its full support and encouragement to the Employer in the Employer's efforts to maintain a safe and healthy working environment.

Section 2 Labor-Management Cooperation

11/2/1 A. Labor-Management Cooperation

The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention, at regular union-management meetings as provided in Article II, Section 8.

B. Health and Safety Representatives

It shall be the responsibility of the Union to designate an employee at each work site as a health and safety representative knowledgeable in the field of health and safety and this agreement to serve as a representative at union-management meetings where health and safety is an agenda item affecting their work site. The Union shall notify the Employer of its designation of the representative. The health and safety representative shall be in pay status only during attendance as one of the designated Union representatives under Article II, Section 8.

C. Grievance Procedure

Although disputes regarding the compliance of the parties with this Agreement are subject to the grievance procedure, neither an allegation nor a remedy which involves staffing levels will be subject to arbitration (Step Three of the grievance procedure) but may be an appropriate subject for discussion at regular union-management meetings and/or complaint procedure, Article IV, Section 16.

Section 3 Equipment

11/3/1 A. First Aid Equipment: Adequate first aid equipment shall be provided at all work locations where employees in this collective bargaining unit are assigned.

B. Training and Safe Use of Equipment: The Employer agrees to furnish, provide education and/or training, and maintain in safe working condition all tools and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

C. Protective Clothing and Equipment: The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce. When recommended or required by the Appointing Authority, safety glasses or eye protection shall be furnished at no cost to the employee.

D. Purchase and Testing of Equipment: The recommendation of safety equipment, pilot use of new equipment prior to purchase, placement of equipment, and quality of equipment to be purchased shall be proper subjects for discussion at union-management meetings as provided in Article II, Section 8.

Section 4 Hazardous Substances

11/4/1 The Employer shall provide the Union with a copy of any list of hazardous substances that it provides to an employee upon his/her request, as required under s. 101.58, Wis. Stats.

Section 5 Infectious Diseases

11/5/1 A. The Employer shall advise employees when the Employer knows they are exposed to infectious and communicable diseases and shall advise them as to reasonable preventive measures to deal with the matter.

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

C. Hepatitis B: The Employer and the Union agree that all employees in the bargaining unit who have contact with blood or other potentially infectious materials are entitled to receive the Hepatitis B vaccination series on a voluntary basis at the Employer's expense, whenever need for vaccination is indicated.

At institutions such as the Centers for the Developmentally Disabled, the Mental Health Institutes, and Wisconsin Veterans Home, bargaining unit employees may receive the appropriate immunizations at the work site. At other work sites, where the vaccinations are not provided on site, the Employer shall reimburse the employee for those immunization costs not covered when the employee receives the vaccine through his or her physician.

The Employer will offer post vaccination serologic response testing to employees six (6) months after completion of the vaccination series.

It is the understanding of the parties that the Employer will not direct employees to receive such immunizations. Test results and employee patient records shall be confidential.

In instances where an employee is found to be susceptible to Hepatitis B, the employee will be strongly encouraged by the Employer to consult with his or her physician regarding appropriate medical treatment.

For informational purposes, the parties recognize the authority of the federal Occupational Safety and Health Administration (OSHA) and the Wisconsin Department of Commerce (COMM) regarding control of Hepatitis B. The Employer agrees to abide by applicable OSHA/COMM regulations as amended.

D. Infection Control Exchange: see Negotiating Note 3.

Section 6 Violence in the Workplace

11/6/1 Recommendations regarding protective equipment, policies and procedures, and related training, as appropriate, regarding acts of violence against employees in the work place, will be addressed at Health and Safety meetings.

11/6/2 Security training for LTEs, contract employees and student nurses in the Department of Corrections shall not be assigned to members of this bargaining unit.

Section 7 Buildings and Safety Inspection

11/7/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the State Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the State Department of Commerce.

11/7/2 When COMM inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector for a maximum of two (2) inspections per year.

Section 8 Medical Examinations and Treatment

11/8/1 Whenever the Employer requires an employee to submit to physical examinations, psychiatric exams, medical tests, including x-rays, or to be inoculated, the Employer will pay the entire cost of such services including any time lost from regularly scheduled hours of employment, provided the employee uses the services provided or approved by the Employer. To insure strict confidentiality only authorized medical employees of the Employer shall process or have access to any employee's medical records.

11/8/2 In the event an employee sustains an injury while at work which requires emergency medical attention, the Employer shall provide such medical attention either at the facility or shall provide transportation to a suitable medical facility.

Section 9 Transportation of Tools

11/9/1 The Employer agrees to provide transportation for the necessary tools, equipment, materials, and supplies which cannot reasonably or safely be transported by hand. However, employees shall not be expected to transport unsecured equipment by car in an unsafe manner. Employees shall not be required to convey themselves or any necessary tools, equipment, materials, or supplies in their personal vehicles unless they are reimbursed by the Employer for such use.

Section 10 Damaged Clothing

11/10/1 The Employer agrees to pay the cost of repairing eye glasses, watches or articles of clothing damaged in the line of duty when such damage results from an employee performing direct patient care in a state hospital or other institution.

11/10/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed seventy five dollars (\$75.00) per watch.

11/10/3 The value of such articles shall be determined at the time of which damage occurs.

Section 11 Motor Vehicles

11/11/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

Section 12 Starting Automobiles

11/12/1 During periods when local weather conditions indicate a reasonable probability that employees who are parked on institutional grounds may have difficulty getting their cars started, the Employer will have battery jumper cables available and personnel to operate them to assist employees immediately at the end of all shifts. The employees shall save the Employer harmless against any and all damage resulting from complying with the provisions of this Section.

Section 13 Compliance Limitation

11/13/1 The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make every reasonable effort to obtain the necessary funds from the appropriate legislative body.

Section 14 Inclement Weather and Make-Up Time

11/14/1 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 shall be allowed to work to make up for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

11/14/2 When the Employer allows employees to leave work before the end of the work day because of hazardous driving conditions or other reasons the time the employee is absent will be charged to vacation, holiday or compensatory time credits as the employee requests, or the employee can make up time lost from that day. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

11/14/3 When the Employer 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 allowed to work up to eight (8) hours to make up for such lost time. Makeup shall be at the regular rate of pay, scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent period.

Section 15 Smoke-Free Environment

11/15/1 The Employer shall continue their efforts to provide a smoke-free environment to those employees who request it.

ARTICLE XII

Miscellaneous

Section 1 Non-Discrimination

12/1/1 The parties agree that neither the Employer nor the Union will discriminate against any employee on the basis of age, race, color, handicap, sex, creed, national origin, ancestry, arrest or conviction record, Union activity, or sexual orientation.

Section 2 Sexual Harassment

12/2/1 A. The Employer and the Union agree that all State employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

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

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

1. Including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and
2. Distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and
3. Briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and
4. Posting a copy of Executive Order No. 63 on all Management bulletin boards; and

5. Providing the Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and

6. Appointing, in those departments which have or create committees to deal with sexual harassment, one employee of the department to such committees to represent the Professional Patient Care bargaining unit. Such employee(s) shall be selected by the Union.

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

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

Section 3 Personnel File

12/3/1 A. A copy of any material placed in an employee's file which may affect his/her job performance evaluation shall be immediately presented to the employee involved. This material shall be for informational purposes only. The employee may make a written statement regarding his/her position on the material placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

B. An employee shall, upon written request to his/her agency or department within a reasonable time, have an opportunity to review his/her personnel files in the presence of a designated management representative. A Union representative may accompany the employee when reviewing his/her personnel files. However, employees shall not be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

C. The Employer shall not disseminate any information from the employee's official personnel file to any person or non-state agency without written authorization from the employee except where the Employer is ordered to provide records by lawful authority.

D. It is understood that records of work rule violations which do not involve criminal violations will be removed from the employee's personnel file(s) if there are no other violations within twelve (12) months from the date of the violation. In the case of major discipline (defined as any suspension of five [5] or more days for infractions not related to attendance policies), records of work rule violations will be removed after twenty four (24) months from the date of the violation if there are no further violations during said twenty four (24) month period. An employee may submit a written request for review by the Employer after twelve (12) months for consideration of early removal if there are no further violations during said twelve (12) month period.

Section 4 Work Rules

12/4/1 A. The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. 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.”

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

Section 5 Distribution of Pay Checks

12/5/1 The Employer agrees to continue its present departmental practices relating to the distribution of pay checks.

Section 6 Liability Protection

12/6/1 The provision of s. 895.46, Wis. Stats., relating to protection from lawsuits and judgments while carrying out their duties shall apply to the employees in the bargaining unit.

12/6/2 The Department of Corrections, Health and Family Services, and Veterans Affairs agree to reimburse employees employed in the agencies' respective institutions for the actual customary and reasonable costs incurred by independent legal counsel, not to exceed five thousand (\$5,000.00), to defend against complaints by an individual residing in the institution or in the interests of such individuals seeking revocation of his or her professional license or certificate under the following conditions: the agency chooses not to provide legal assistance to the employee; and the agency determines that the employee has acted in the scope of employment and the employee has followed the appropriate department policies, procedures and protocols.

(Historical Note: Moved from Negotiating Note No. 4)

Section 7 Professional Practice Committee

12/7/1 At each facility providing health care or maintenance a committee composed of four (4) bargaining unit employees as designated by the Union shall meet with representatives of management to discuss the maintenance and improvement of health care for patients. Time spent in committee meetings by employee members shall be without loss of pay.

Section 8 Chauffeurs License

12/8/1 The Employer shall pay the cost of any chauffeurs license for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion.

Section 9 Gender Reference

12/9/1 It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender, i.e. such words as used in this Agreement, shall henceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her", "he" shall mean "he/she". This provision shall not apply to 6/7/1/A./2.: Absence required by Pregnancy and Maternity Leave.

Section 10 Contracting Out

12/10/1 When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) 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 an employee is involuntarily transferred or reassigned as a result of subcontracting, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay.

Section 11 Employee Assistance Committees

12/11/1 Where Employee Assistance Committee(s) are formed or currently exist, the Union may designate one (1) representative to serve on such committee(s) without loss of pay.

ARTICLE XIII
Professional Development

Section 1 Employee Training

13/1/1 When an employee's attendance at training or educational sessions is directed by the Employer such attendance will be without loss of pay and at the Employer's expense.

Section 2 Job Required Training

13/2/1 An employee in a class requiring a minimum amount of continuing education to maintain licensure, certification or registration shall receive leave with pay for such continuing education and up to ~~two~~three hundred and fifty dollars (\$2350.00) per year toward continuing education costs. At the discretion of the Employer such attendance may include reimbursement of the travel, lodging and/or program expenses. Employees shall be relieved of their regular duties while attending such training.

Section 3 Job Related Training

13/3/1 It is the intent and the Employer shall make every effort to ensure that employees in the bargaining unit be allowed to attend job related educational courses. Each employee covered by this Agreement shall be permitted up to five (5) days annually (additional days may be authorized by the Employer) to attend such programs, both in-state and out-of-state, providing staffing and operational requirements permit. Insofar as possible, work schedules will be arranged to allow such attendance. Flexible scheduling and shift trades may be arranged by mutual agreement between Management and the affected employee(s). Providing no overtime is incurred, part-time staff may volunteer to work additional hours to facilitate employees attending job related training. At the discretion of the Employer such attendance may be without loss of pay and may include travel and/or program expenses. Responses to requests for job-related training will be given to the employee within three (3) weeks from the date of the first line supervisor's receipt of the request, whenever possible. When the employee is not permitted to attend such courses and requests reasons for denial in writing such denials shall be given in writing.

Section 4 Professional Development

13/4/1 If operational needs permit, Therapists, Therapies Consultants, Physical Therapists, Occupational Therapists, Audiologists, Speech Language Pathologists and Dietitians whose normal work schedules interfere with their access to time off without loss of pay for professional development under Article XIII, Section 2 or 3, above, shall be scheduled to attend professional development activities without loss of pay before they are scheduled for the remainder of their FTE, providing only minimal cost is incurred by the Employer, exclusive of overtime. The Employer will make every reasonable effort to arrange work schedules to allow such attendance. Flexible scheduling and shift trades may be arranged by mutual agreement between Management and the affected employee(s). Providing no overtime is incurred, part-time staff may volunteer to work additional hours to facilitate employees attending professional development activities. When the employee is not permitted to attend such courses and requests reasons for denial in writing, such denials shall be given in writing.

Section 5 Full Time Education

13/5/1 The Employer may grant a leave of absence without pay for a period not to exceed two (2) years for the purpose of continuing formal professional job related education at an accredited institution. Such requests will not be unreasonably denied. Said employees shall enjoy all the benefits available to employees on leave of absence.

Section 6 Tuition Reimbursement for Part-Time Education

13/6/1 A. Employees shall be permitted time off without pay to attend educational courses required for attainment of a job related degree at any institution of higher education in the State of Wisconsin. If such courses are not offered at institutions of higher education in the State of Wisconsin, institutions of higher education outside the State of Wisconsin will be covered. Reasonable time off without pay will also be granted, if necessary, for courses offered through the internet. Determination of job relatedness of the degree will be made by, and is at the discretion of, the appointing authority. Determination of job relatedness will not be unreasonably applied. Each employee will be allowed to attend courses required for a job related degree to a maximum of twelve (12) credit hours per academic year.

B. An academic year is defined as the beginning of the fall semester or quarter through the end of the summer semester or quarter.

C. One hundred percent (100%) of tuition costs, plus fees, will be reimbursed by the Employer to the employee upon successful completion of courses taken under par. A., above. The maximum reimbursement rate will not exceed the per credit rate in effect at the University of Wisconsin - Madison as of the date the request for reimbursement is made. Employee eligibility for tuition reimbursement shall be limited to one (1) degree during the employee's tenure with the State of Wisconsin, as a member of this bargaining unit, except where fifty percent (50%) or fewer of the credits required for the degree were obtained under the tuition reimbursement program outlined above, or predecessor program.

D. The employee will request time off and/or reimbursement in advance of course registration in order to obtain approval and arrange for scheduling of hours to meet operational needs.

E. For purposes of operational needs and program continuity, the appointing authority retains the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time. This subsection will not be unreasonably applied.

Section 7 In-service Educational Programs

13/7/1 A. The Employer will conduct in-service training and educational programs for employees in the bargaining unit.

B. The Employer will provide a program of education and training for employees in the bargaining unit. In-service programs will be scheduled on a regular occurring basis.

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

D. The programs will be planned to permit employees to attend sessions during work time whenever practical. Bargaining unit employees will be considered on the active payroll during attendance at in-service programs.

Section 8 Leave for Promotional Exams

13/8/1 A. The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to 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.

B. An employee shall not be denied his or her requests for time to participate in examinations each calendar year and interviews in connection with such examinations provided five (5) work days 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.

C. 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.

Section 9 Evaluation

13/9/1 A. Every employee may be evaluated, in writing, on an annual basis by his/her immediate supervisor. Such evaluations cannot be used as a step in the disciplinary process. Where the immediate supervisor has a different professional discipline than the employee, input will be obtained from the employee's program supervisor who is familiar with the employee's work and has the professional background to write a meaningful evaluation.

B. The employee shall receive a copy of each written evaluation and be given an opportunity to respond in writing to its contents. The employee's response shall be attached to all copies of the evaluation which are kept by the Employer.

C. Evaluations shall include a conference between/among the employee and the evaluating supervisor(s). The purpose of the evaluation and the conference shall be to meaningfully advise the employee of the quality of his/her job performance, including both strengths and accurate and observable shortcomings, if any, to freely and frankly discuss the employee's strengths and/or weaknesses and to assist the employee in improving any areas of observable shortcomings. To this end, evaluations which cite shortcomings shall include a regular and systematic program of assistance and follow-up evaluations specifically addressing the identified areas of weakness.

Section 10 Work Scheduling for Training

13/10/1 Except for staffing and scheduling requirements, employees engaged in professional development shall not be required to work immediately before or after such training when such work results in the employee working in excess of eight hours.

Section 11 Professional Conventions and Meetings

13/11/1 A. Employees shall be granted three (3) days off without loss of pay each fiscal year to attend their professional organization's conventions or other professional meetings, institutes, seminars, and workshops, regardless of sponsorship, related to the advancement of the employees' professional development. Employees scheduled to work a night shift on the calendar day immediately preceding attendance at their professional organization's conventions, professional meetings, institutes, seminars, and workshops shall be granted that shift off, without loss of pay. The employee shall request approval to attend such conventions or meetings from the Employer at least thirty (30) calendar days in advance, whenever possible. Such approval shall be granted if it is not in conflict with staffing or scheduling needs and does not require overtime.

B. Whenever the Employer directs employees to represent the State at conventions, committees, seminars, or meetings, such attendance shall be without loss of pay and at the Employer's expense.

C. At the Employer's discretion, additional time off with or without pay may be granted for attendance at conventions or other professional meetings.

Section 12 Orientation to New Employees

13/12/1 A. The Employer will provide a general orientation program for new employees. The program shall include orientation to the policies and procedures of the work site and the specific department. Further content and methodology of the program shall be a suitable subject for discussion by the Professional Practice Committee.

B. Specific orientation to the area of assignment will be provided on an individual basis as determined by management in consultation with the specific unit employees.

C. For Department of Corrections employees, security training issues can be addressed through the Training Advisory Committee.

ARTICLE XIV
No Strike or Lockout

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

A. 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:

1. 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;

2. Canceling the civil service status of any employee engaging therein;

3. 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.

B. 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.

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

D. 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 Article shall not affect the right of the Employer to deal with any strike activity pursuant to par. A of this Article.

ARTICLE XV

General

Section 1 Obligation to Bargain

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

Section 2 Partial Invalidity

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

Section 3 Definition of Probationary Employee

15/3/1 The term “probationary employee” as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent 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. Administrative Code, Chapter ER-MRS 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

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

Section 4 Definition of Appointing Authority

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

Section 5 Retroactivity

15/5/1 No provision of this contract shall be retroactive unless specifically so stated.

Section 6 Local Agreements

15/6/1 A. Local Agreements are negotiated under the authority of the Master Agreement. When SEIU District 1199W/UP and the Office of State Employment Relations agree to extend the Master Agreement, the Local Agreements are extended for the same period of time.

B. The ~~2003-2005-2007~~ Master Agreement will extend all existing Local Agreements (except for provisions which are in conflict with the ~~2003-2005-2007~~ Master Agreement) until local negotiations are completed or impasse is declared.

C. The parties agree to commence negotiations on the subjects referenced below within ninety (90) days of the effective date of this Agreement on a date to be mutually agreed upon by the parties to the Local Agreement.

D. The parties will negotiate on the subjects referenced in par. F below. Local Negotiations will be at the following locations:

- Northern Wisconsin Center
- Central Wisconsin Center
- Southern Wisconsin Center
- Winnebago Mental Health Institute
- Mendota Mental Health Institute
- Wisconsin Resource Center
- Wisconsin Veterans Home

The parties will negotiate Local Agreements for individual Correctional Health Facilities at a mutually agreed upon location in each of the sectors of the Department of Corrections.

E. Local negotiations will be done without loss of pay by three (3) local bargaining team members, except that in each Correctional Health Facilities sector these negotiations will be done by up to three (3) local bargaining team members.

1. Insofar as it is possible, work schedules of all local bargaining team members participating will be arranged so that they may attend local negotiation sessions.

2. Flexible scheduling, and shift trades, may be done by mutual agreement of management and the affected employee(s).

F. The following are subjects for local negotiations:

Article/Section	Subject
2/6/1	Bulletin board locations
7/1/1/I.	Scheduling of hours (including permanent shifts)
7/7/1/E.	Weekend nurse transfer provisions
7/7/1/G.	Weekend nurse permanent shifts
7/13/1/B.,G.	Vacation scheduling
N/A	Sick leave incentive/disincentive pilot programs

G. Terminology used in the Local Agreement may be further defined in the Local Agreement.

H. The Local Agreement may specify the classification(s) addressed by each provision of the Local Agreement.

I. By mutual agreement, the parties may use the consensus process for local negotiations.

J. Impasse Resolution:

1. Should the parties to local negotiations reach an impasse they may, by mutual agreement, resolve the remaining issue(s) either by using:

a. a consensus bargaining process, or

b. non-binding mediation performed by a mutually acceptable neutral party,

with the parties equally responsible for any cost.

2. While impasse is being resolved the parties may, by mutual agreement, continue the current Local Agreement and/or implement newly agreed upon item(s). Impasse issue(s) will be implemented when impasse is resolved.

3. If there is no impasse resolution the parties may, by mutual agreement, return to the current Local Agreement language on that issue.

ARTICLE XVI

Termination of Agreement

16/1/1 A. Except as otherwise provided herein the terms and conditions of this Agreement shall continue in full force and effect commencing on ~~December 27, 2003~~, and terminating on June 30, 2005~~7~~, 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 disciplinary grievance presented prior to the termination of the Agreement.

B. Negotiations of Future Agreements.

In the negotiations of a future Agreement;

1. the Union agrees to submit its initial demands to the Employer no sooner than ~~March 21, 2005~~, and
2. the Employer shall submit its proposals to the Union two (2) calendar weeks after receiving the Union's initial demands, and
3. the parties agree that negotiations will commence within two (2) calendar weeks of the Employer's submission of proposals.

NEGOTIATING NOTE - 1
2003-2005-2007 AGREEMENT
Regional Health & Safety Meetings

Upon request from the Union, two (2) regional health and safety meetings per year will be held at each region listed below. New Department of Corrections institutions will be added to the appropriate region as they open. One (1) member of the bargaining unit from each institution within the region as listed below shall be permitted to attend the regional meeting without loss of pay. The regional meeting may be held at any institution within the regions specified below, as designated by the Employer.

Northern Region

Green Bay Correctional Institution
Jackson Correctional Institution
Lincoln Hills School
Oshkosh Correctional Institution
Kettle Moraine Correctional Institution
Taycheedah Correctional Institution
Dodge Correctional Institution
Waupun Correctional Institution
Fox Lake Correctional Institution
John Burke Correctional Center
Redgranite Correctional Institution
Stanley Correctional Institution
Wisconsin Resource Center - DHFS
Chippewa Valley Correctional Treatment Facility
Nursing Specialist Representative – Northern

Southern Region

Racine Correctional Institution

Ethan Allen School

Milwaukee Secure Detention Facility

Oakhill Correctional Institution

Racine Youthful Offender Correctional Facility

Southern Oaks Girls School

Columbia Correctional Institution

Robert E. Ellsworth Correctional Center

New Lisbon Correctional Institution

Prairie du Chien Correctional Institution

Wisconsin Secure Program Facility

Nursing Specialist Representative - Southern

The Employer shall not be responsible for any travel expenses related to attendance at these meetings.

NEGOTIATING NOTE - 2
~~2003-2005-2007~~ AGREEMENT
Department of Corrections
Health Services Institution Staff Meeting
Health & Safety Agenda

The Department of Corrections Health Services supervisory personnel shall include health and safety concerns as a specific agenda item during each monthly institutional staff meeting. Where appropriate and when requested, a written response will be provided no later than thirty (30) days from the meeting date.

NEGOTIATING NOTE - 3
~~2003-2005-2007~~ AGREEMENT
Infection Control Exchange

A. The Union and the Employer share concern that infectious diseases pose occupational risks for employees. These diseases include diseases spread by blood-borne pathogens and other communicable diseases.

B. The Union and the Employer agree to establish a statewide network on infection control to facilitate the exchange of information on infection control issues. The designated representatives will:

1. Develop a work plan,
2. Collect, analyze, and disseminate infection control information,
3. Disseminate product information through existing Employer and Union communication channels,
4. Compile a resource directory, and
5. Make recommendations for product purchasing and training.

C. The Network shall consist of six (6) representatives of the Union, designated by the Union, to represent employees on the following basis: one (1) representative from the University of Wisconsin System; one (1) representative from the Department of Corrections; one (1) representative from the Wisconsin Veterans Homes; one (1) representative from the Division of Public Health,

Department of Health and Family Services; one (1) representative from the Centers for the Developmentally Disabled; and one (1) representative from the Mental Health Institutes and the Wisconsin Resource Center. The Employer shall designate an equal number of representatives. Both the Union and the Employer shall make efforts to designate representatives with knowledge and experience on infection control. Representatives of the Network will be appointed no later than 90 days after the effective date of this Agreement. The first meeting of the Network will be scheduled no later than 120 days after the effective date of this Agreement.

D. The Network shall have co-chairs, with one co-chair designated by the Union and the other co-chair designated by the Employer.

E. Union representatives on the Network may from time to time perform some tasks related to Network projects during work time (reference paragraph B, above) with appropriate advance permission from the employee's immediate supervisor.

F. Annually, representatives participating in the Network will meet to exchange information on new developments in the area of infection control. Union representatives shall attend the annual meeting without loss of pay. (No Union representative shall be required to use vacation or compensatory time.) The Employer shall not be responsible for meals, lodging, or mileage reimbursement for the Union's representatives for the annual meeting. In planning and scheduling the annual meeting, the co-chairs shall take into consideration the need for advance planning to avoid disruption of schedules or staffing problems.

NEGOTIATING NOTE--4

2003-2005 AGREEMENT

Professional Liability

~~—The Departments of Corrections, Health and Family Services, and Veterans Affairs agree to reimburse employees employed in the agencies' respective institutions for the actual customary and reasonable costs incurred by independent legal counsel, not to exceed five thousand (\$5,000.00), to defend against complaints by an individual residing in the institution or in the interests of such individuals seeking revocation of his or her professional license or certificate under the following conditions: the agency chooses not to provide legal assistance to the employee; and the agency determines that the employee has acted in the scope of employment and the employee has followed the appropriate department policies, procedures and protocols.~~

NEGOTIATING NOTE - 54
2003-2005-2007 AGREEMENT
Add-On Pay for Nurse Clinicians

An add-on amount of one dollar (\$1.00) per hour shall be paid to supplement the base pay of employees meeting the following criteria:

A. In a position which is allocated to the Nurse Clinician classification series and providing direct patient care.

B. Employed by one of the following employing units: Racine Correctional Institution, Racine Youthful Offender Correctional Facility, Mendota Mental Health Institute, Winnebago Mental Health Institute, Wisconsin Resource Center, Central Wisconsin Center, and Veteran's Home-King.

At the sole discretion of the appointing authority, employing units other than those included under B., above, may provide the one dollar (\$1.00) per hour add-on pursuant to A., above.

Effective the first pay period following the effective date of the Agreement through June 26, 2004, the Employer agrees to continue payment of the \$1.00 per hour add-on provided under NN 8 of the 2001-2003 Agreement for those employees currently receiving the add-on.

Effective June 27, 2004, at the sole discretion of the appointing authority, an add-on amount of one dollar (\$1.00) per hour may be paid to supplement the base pay of employees, subject to the following:

A. The employee is in a position which is allocated to the Nurse Clinician classification series and is providing direct patient care.

B. The employee is in a position which is allocated to a ~~nursing~~-classification other than Nurse Clinician and is providing direct patient care when filling-in for a Nurse Clinician as described under A., above.

C. In addition to the one dollar (\$1.00) per hour add-on, Nurse Clinicians providing direct patient care at the following Department of Corrections locations may be paid up to an additional three dollars (\$3.00) per hour add-on:

1. Dodge Correctional Institution – Infirmary
2. Dodge Correctional Institution – Hemodialysis
3. Milwaukee Secure Detention Facility

D. The applicable add-on is paid for all hours worked under A. through C., above.

E. The appointing authority will provide at least 30 days notice to affected employees and the Union when payment of paid add-ons will cease.

This negotiating note sunsets on June 30, 2005~~7~~, unless the parties mutually agree to extend.

NEGOTIATING NOTE -- 6

2003-2005 AGREEMENT

Prior Occupational Professional Experience (Pope)

~~Effective June 27, 2004, the following hiring rate structure will be implemented based on prior experience in the same designated discipline. Pursuant to 5/3/2, use of Hiring Above the Minimum is only allowed in the event of a failed recruitment. If the employing unit's vacancy rate for the bargaining unit falls below six (6) percent, use of HAM is prohibited, even in the event of a failed recruitment.~~

Non-Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level A (minimum of pay range)
1—2 years	Grid Level B
3—4 years	Grid Level C
5—9 years	Grid Level D
10 or more years	Grid Level E

Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level C (minimum of pay range)
1—2 years	Grid Level D
3—4 years	Grid Level E
5—9 years	Grid Level F
10 or more years	Grid Level G

~~Effective June 27, 2004, the State will adjust all bargaining unit employees that are not at the appropriate corresponding grid level according to the POPE scale above. Such adjustments will be based on seniority as defined under Article VIII, of this Agreement, and will be implemented before any anniversary adjustments, market adjustments, or stratifications effective on that date.~~

NEGOTIATING NOTE - 75
2003-2005-2007 AGREEMENT
Sign-On Bonus for Nurse Clinician 2's & 3's

At the sole discretion of the appointing authority in the Departments of Corrections, Health and Family Services, and Veterans Affairs, a sign-on bonus in an amount up to twenty-five hundred (\$2,500) dollars may be paid under the following conditions:

1. The sign-on bonus was included in the recruitment notice.
2. The employee must be an original appointment to a Nurse Clinician 2 or 3 position.
3. The employee must sign an agreement, as drafted by the agency, agreeing to remain in that position for one year from the date of hire. If the employee leaves the position prior to that time for any reason, the employee must reimburse the agency for the entire amount of the sign-on bonus, unless the Employer agrees otherwise.

The sign-on bonus will be included in the employee's first paycheck and is subject to all normal withholdings.

By mutual consent, the employee and Employer may agree to an alternate payment and reimbursement plan.

This Negotiating Note will sunset on June 30, 2005~~7~~, unless the parties mutually agreed to extend.

~~NEGOTIATING NOTE -- 8~~
~~2003-2005 AGREEMENT~~
~~Statewide Float Pool Committee~~

~~———— The parties agree to create a joint union/management committee to study the feasibility of creating a statewide float pool to address concerns raised during the 2003-2005-2007 negotiations regarding mandatory overtime and other coverage issues.~~

~~———— 1. ——— The study committee will be comprised of four management members and four union members, as appointed by the Union.~~

~~———— 2. ——— Members appointed by the Union will serve on the committee without loss of pay.~~

~~———— 3. ——— The members of the committee will be appointed within 90 days of the effective date of this Agreement and the first meeting of the committee scheduled within 120 days of the effective date of this Agreement.~~

~~———— 4. ——— By August 15, 2004, the committee will submit consensus recommendations to the Director of the Office of State Employment Relations (OSER) as to the feasibility of creating a statewide float pool, how such a float pool would be staffed, its function, and other such details as may be relevant to the operation of a statewide float pool.~~

~~———— 5. ——— The Director of OSER will share the committee's recommendations with the Secretary of the Department of Administration, as necessary, based on the committee's recommendations regarding staffing of the float pool.~~

~~It is understood that the purpose of this committee is to conduct a feasibility study and that this negotiating note does not obligate the Employer to appropriate resources or funding for this purpose, nor to implement the committee's recommendations as submitted.~~

NEGOTIATING NOTE - 96
~~2003-2005-2007~~ AGREEMENT
Lump Sum Language

If lump sum payment language should become necessary due to delay in implementation of this Agreement, the parties agree that Article V, Section 2, will be drafted to reflect such needed changes. It is further agreed that retired and laid off employees will be eligible to receive any lump sum payments to which they would have otherwise been entitled but for the delay in implementing this Agreement.

MEMORANDUM OF UNDERSTANDING - 1

2003-2005-2007 AGREEMENT

Protective Occupation Status

During the course of negotiating the 2003-2005-2007 collective bargaining agreement between the Professional Patient Care bargaining unit and the State of Wisconsin, discussions were held regarding protective occupation status.

The Office of State Employment Relations will not oppose efforts by this bargaining unit to pursue legislative authorization of protective occupation status, under s. 40.02(48)(am), Wis. Stats., for members of this bargaining unit employed within the Department of Corrections or at the following institutions within the Department of Health and Family Services: Mendota Mental Health Institute, Sand Ridge Secure Treatment Center, Winnebago Mental Health Institute, and Wisconsin Resource Center.

MEMORANDUM OF UNDERSTANDING - 2

2003-2005-2007 AGREEMENT

2005-20072007-2009 Bargaining Team Wages

~~As the result of recent discussions between the respective bargaining teams during recent contract negotiations, the parties agreed that the successor collective bargaining Agreement will be negotiated within the framework of the consensus bargaining model as practiced by the parties in their previous several negotiations.~~ The State agrees to the Union's request for paid bargaining time for its members as follows:

A. Subject to B., below, SEIU 1199W/UP bargaining team members will be in without loss of pay status for all face-to-face bargaining days, ~~which are conducted within the framework of the consensus bargaining model;~~

B. The number of SEIU 1199W/UP bargaining team members who may receive paid bargaining time, pursuant to A., above, is no more than ten (10) on any one bargaining day.

~~MEMORANDUM OF UNDERSTANDING – 3~~

~~2003-2005 AGREEMENT~~

~~Contracting Out~~

~~During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the State is committed to managing contracts for services in a manner consistent with the best interests of the State as a whole. It is essential that the State comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The State wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:~~

~~1. DOA will develop a shared format to be used by all agencies to track the purchase of contracted services. If a centralized, electronic procurement system becomes available during the biennium, that system may be substituted. Information gathered in this manner will be shared by agencies with the union on an annual basis. This shared format will be developed and distributed to agencies not later than March 1, 2004.~~

~~2. State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes, rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than 5 working days prior to each service engagement. This notice will include the type of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances prevent the issuance of the notice 5 working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.~~

~~3) DOA will issue a memorandum to agencies by January 2, 2004, clarifying the process that is required to be followed when a request for purchasing authority is issued and when the delegated contract process is followed, consistent with relevant statutes, administrative rules, procurement policies, and collective bargaining requirements. This memorandum will emphasize the importance of providing timely notice to affected labor organizations at the appropriate points in the process, and the importance of preparing a justification of need for contracted services that includes a statement showing~~

~~why the services can be performed more economically or efficiently by contract rather than by current state employees.~~

~~4) — An advisory group will be established and comprised of three management members and three union members (as appointed by all bargaining units) for the purpose of advising the DOA secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOA secretary on the following issues:~~

~~—— a) — the relevant factors to be considered in preparing the justification of need required under current procurement procedures;~~

~~—— b) — the preparation of accurate, economical, efficient and effective analyses;~~

~~—— c) — consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that appropriate analysis can be performed without unduly delaying the performance of state services; and~~

~~—— d) — procedures to ensure agency compliance with union notification requirements.~~

~~—— e) — operational issues created by movement of employees between state service and contract service firms.~~

~~The advisory group may provide consensus recommendations, if any, to the DOA secretary by July 1, 2004. The DOA secretary will meet with the advisory group to discuss its recommendations.~~

~~This Memorandum of Understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.~~

~~MEMORANDUM OF UNDERSTANDING -- 4~~

~~2003-2005 AGREEMENT~~

~~Deinstitutionalization~~

~~During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the Union regarding the State's plan to develop community placement opportunities for current residents of Northern Wisconsin Center. In recognition of the State's and the Union's concerns for the ongoing welfare of the residents and the future availability of the specialized, professional services currently provided by the SEIU District 1199W/UP, and in order to assist the transition to suitable alternative employment of employees represented by the SEIU District 1199W/UP, who may be displaced as a result of proposed changes in the State's management of long term care, the parties agree to the following:~~

~~A committee will be established to advise the Secretary of the Department of Health and Family Services on specialized professional services needed to enable the community placement of long term residents of Northern Wisconsin Center. This committee will consist of up to three representatives appointed by SEIU District 1199W/UP, up to three representatives chosen by DHFS, and up to three county representatives. This committee will develop recommendations for the DHFS Secretary by March 1, 2004, on the following topics:~~

~~1. Identification of the needs for specialized, professional services currently provided by members of SEIU District 1199W/UP to residents of Northern Wisconsin Center, and the availability of those services in community-based settings.~~

~~2. Options available to DHFS in ensuring continuity of care for those residents placed in the community.~~

~~3. Options available to DHFS in involving members of SEIU District 1199W/UP currently employed by DHFS in providing that continuity of care.~~

~~4. Employment options available to members of SEIU District 1199W/UP likely to be displaced as a result of the Northern Wisconsin Center changes.~~

~~5. Options that could be used as a model in the future if there would be significant downsizing at other DHFS facilities.~~

~~The DHFS Secretary will meet with the advisory committee to discuss its recommendations.~~

~~This Memorandum of Understanding sunsets on June 30, 2005⁷, regardless of contract extension, unless the parties mutually agree to extend.~~

~~MEMORANDUM OF UNDERSTANDING -- 5~~

~~2003-2005 AGREEMENT~~

~~Downing At Wisconsin Veterans Home-King~~

~~Date: October 10, 2003~~

~~To: Neal Spranger~~

~~Director of Personnel~~

~~Wisconsin Veterans Home-King~~

~~From: Seth Perelman~~

~~Administrator~~

~~Division of Administration~~

~~Subject: "Downing"~~

~~In the practice known as "downing," an employer permits employees to use vacation, sick or holiday time to accumulate a forty hour week, but the employer does not permit the use of such time for any hours above forty hours in a work week. The employer then pays at the overtime rate for those hours actually worked beyond the basic forty in a workweek. The employer, however, does not pay at the regular rate for those hours beyond forty taken as sick, vacation or compensatory time, but rather, treats such hours in excess of forty as hours not worked. Those hours are then "downed."~~

~~This agency has engaged in the practice of "downing" for many years, but will now cease to do so. Please take whatever steps are necessary to insure our compliance with this decision.~~

MEMORANDUM OF UNDERSTANDING - 63
2003-2005-2007 AGREEMENT
Salary and Salary-generated Benefits For
Employees Elected Or Appointed President
Or Performing Special Projects

The purpose of this Agreement between the State and SEIU District 1199W/UP is to preserve salary and salary-generated benefits of state employees who are either elected or appointed president of SEIU District 1199W/UP or designated by the president to perform special projects on behalf of the District. Under this agreement, the Union agrees to fully reimburse the state for the costs of the salary and salary-generated benefits for time spent by those employees during that elected or appointed period or when performing special projects.

The State of Wisconsin hereby agrees to continue base pay and benefits for any employee who is either elected or appointed as the president of SEIU District 1199W/UP and who is granted a leave of absence without pay to serve in such capacity pursuant to the ~~2003-2005-2007~~ Agreement or those employees granted a leave of absence without pay upon designation by the president to perform special projects on behalf of the District, ~~limited to no more than six (6) weeks for any one project. Employees are limited to one such project per year of the Agreement.~~

Continuation of this Agreement is contingent upon the Union reimbursing affected agencies for salary and salary-generated benefit costs attributed to the employee(s). The amount of reimbursement each pay period will be based on the employee(s)'s base hourly rate plus the additional hourly benefit rate to cover the full cost to the state of each employee's payroll and fringe benefits as determined by the individual's Central or University of Wisconsin Payroll deductions for A, B, and C payrolls, respectively.

The obligation for the continued payment by the state agencies of salary and benefits to the state employees either elected or appointed president of SEIU District 1199W/UP or designated by the president to perform special projects on behalf of the District is contingent upon reimbursement to those agencies by the Union and with compliance of the following procedures:

1. This agreement shall apply only to employees elected or appointed as president of SEIU District 1199W/UP, in accordance with the collective bargaining agreement, and those employees designated by the president to perform special projects on behalf of the District. Upon each such occasion, the Union will provide the Office of State Employment Relations (OSER) with the following

information: name of employee(s), agency where employed, date(s) on which the employee will be absent to participate as president or perform a special project.

2. The affected state agency shall maintain the employee in pay status not to exceed eight (8) hours per scheduled work day for all days in each work week during a pay period in which the employee is on leave.

3. The Union shall certify, in writing to OSER at the conclusion of each month in which an employee was engaged in union business pursuant to this agreement, the total amount of reimbursement due to each of the affected agencies for that month. Agencies will reconcile these amounts and notify OSER who will, in turn, notify the Union of any discrepancies.

4. The Union shall reimburse each individual state agency by delivering to OSER a check for each such agency in the amount certified by OSER. Reimbursement by the Union for each monthly period shall be made no later than the fifteenth (15th) of the month subsequent to the month for which reimbursement is being provided.

5. Disagreements by the Union about the amounts certified by OSER shall not be grounds for withholding, delaying, or reducing payments to the state agencies.

6. Failure by the Union to reimburse the amounts as certified by OSER to any agency within the time limits set by this agreement shall void this agreement and release the State and its agencies from any further obligation under this agreement to maintain the pay status for designated employees while engaged in union business, and the obligations of the State under this agreement will not be restored by tender of reimbursement by the union at any later date or by collection by the State.

This agreement will terminate on June 30, 2005~~7~~, unless extended by mutual agreement.

MEMORANDUM OF UNDERSTANDING - 74

2003-2005-2007 AGREEMENT

Fair Labor Standards Act (FLSA)

Regardless of changes to the federal Fair Labor Standards Act, the Employer agrees that employees shall continue to be eligible to receive overtime compensation for the term of this Agreement under the following conditions:

1. The employee was eligible for overtime compensation under FLSA immediately prior to any changes in the FLSA regarding eligibility for overtime compensation; and

2. The employee continues to be employed in the same position, under 1., above, or another position which would have qualified him/her for overtime compensation.

This memorandum of understanding will sunset on June 30, 2005⁷, unless the parties mutually agree to extend.

~~MEMORANDUM OF UNDERSTANDING—8~~
~~2003-2005 AGREEMENT~~
~~Float Pool Nursing Programs~~

~~Float Pool Nursing Programs are designed to recruit and retain qualified nursing personnel and to reduce overtime, to the extent possible. Agencies may establish Float Pool Nursing Programs as follows:~~

~~—A.— Employing units may, at their sole discretion, establish, expand or eliminate Float Pool Nursing Programs.~~

~~—B.— The Employer will give the Union fourteen (14) days notice of employing unit decisions to establish, expand, or eliminate Float Pool Nursing Programs.~~

~~—C.— Nurse Clinician 2 & 3 positions (hereafter referred to as “Float Pool Nurse”) will be allocated to the Float Pool Nursing Programs.~~

~~—D.— Employing units participating in the Float Pool Nurse Program will designate positions, by work unit, to be allocated as Float Pool Nurse positions.~~

~~—E.— Employing units will designate Float Pool Nurse positions as either straight shift or rotating shift positions.~~

~~—F.— Designated Float Pool Nurse positions will be filled in accordance with the procedures established in Article IX of this Agreement, unless an alternative procedure is locally negotiated.~~

~~—G.— Float Pool Nurses:~~

~~——1.—— Will not be assigned a caseload.~~

~~——2.—— Will be utilized to help prevent required overtime and will not regularly be utilized to fill in for extended leaves or extended time off, unless locally negotiated otherwise.~~

~~—H.— Whether Float Pool Nurses are subject to forced overtime and, if so, the order of required scheduled and unscheduled overtime will be locally negotiated.~~

~~I. Float Pool Nurses may volunteer for overtime shifts, either on days off or as continuing hours. Overtime volunteerism will be assigned by seniority or as modified by local agreements.~~

~~J. Float Pool Nurses are considered a work unit for purposes of vacation selection.~~

~~K. Float Pool Nurses must commit to work the shifts described in E., above, for a six (6) month period.~~

~~L. The terms and conditions of the collective bargaining agreement apply to Float Pool Nursing Programs, except as modified under this MOU.~~

~~The provisions of this MOU sunset on June 30, 2005, unless the parties mutually agree to extend.~~

MEMORANDUM OF UNDERSTANDING - 95

2003-2005-2007 AGREEMENT

Forced Overtime

As it is in the mutual interest of both parties to significantly reduce forced mandatory additional hours or overtime to improve working conditions, the parties strongly encourage agencies and the union to facilitate problem-solving methodology in developing a system satisfactory to both parties. It is the understanding of the parties that required staffing levels must be maintained.

1. Definition (for the purpose of this MOU)

“Mandatory Additional Hours” means requiring an employee to work more than his/her FTE of record, unless mutually agreed upon. “Mandatory Additional Hours” does not include additional hours of work that occur because of pre-scheduled on-call time or the need to complete a particular case, treatment or procedure.

2. Exemptions (protections) within the employing unit.

All reasonable efforts will be made to find volunteers to meet staffing needs before any employee is required to work mandatory additional hours, and those efforts may continue, if necessary, even if mandatory additional hours become necessary so as to minimize the time that any employee is required to stay.

~~1. No employee on approved prescheduled leave (i.e., approved prior to posting of the schedule) will be required to work overtime mandatory additional hours. This exemption~~For purposes of this provision, the leave begins at the end of the last regularly scheduled shift prior to the start of the

~~prescheduled~~approved leave through the scheduled days off immediately following the ~~prescheduled~~approved leave, up to the start of the next regularly scheduled shift.

Employees shall not be required to work mandatory additional hours on their scheduled day off.

The Employer will attempt to accommodate employee requests for twelve (12) hours off between shifts.

Every reasonable effort will be made to abide by the following exemptions.—~~The exemptions apply in the order set forth below, unless otherwise mutually agreed to locally:~~ Exemptions may be modified by mutual agreement between the Union and the Employer at the local level. If all employees are exempt, employees shall be required to work mandatory additional hours using the date the employee last worked mandatory additional hours. The least exempt employee (i.e. the employee for whom the most time has elapsed since last working mandatory additional hours) shall be required to work the mandatory additional hours. If two or more employees have the same date, the least senior employee shall be required to work mandatory additional hours.

~~2.a.~~ No employee will be required to work ~~involuntary overtime shifts~~mandatory additional hours on ~~more than two~~ consecutive days.

~~3b.~~ Employees who volunteer for ~~overtime or extra shifts~~additional hours will not be forced for additional hours immediately preceding or following the volunteered shift.

~~4c.~~ Employees at ~~employing units with more than twenty (20) bargaining unit employees~~ will not be forced to work ~~overtime~~additional hours more than one (1) time per fourteen (14) calendar days. ~~If all eligible employees are exempt, the least exempt employee will be required to work.~~

~~5d.~~ Employees forced to work ~~continuing~~mandatory additional hours who find their own replacement cannot be forced again for that same time period.

~~6e.~~ Employees who volunteer for ~~overtime or extra shifts~~additional hours on a specific unit will not be pulled from that unit for that volunteered shift.

~~f.~~ Employees shall not be forced to work mandatory additional hours in order to fill schedule holes created by the absence of non-bargaining unit employees unless the Employer has made every reasonable effort to otherwise fill the vacancy.

Subject to operational and funding limitations, the Employer shall establish and maintain an easily accessible record of additional hours worked. It is the employee's responsibility to notify the scheduler or designee of his/her eligibility for any of the above exemptions.

3. Reducing Mandatory Additional Hours

In order to reduce mandatory additional hours at state facilities, the Employer commits to the following:

a. The Employer and the Union will explore options to create or expand float pools and weekend programs where either party believes it is administratively feasible and where there is a demonstrated need.

b. The Employer agrees that all additional hours shall be made available for volunteers within the employing unit in a clear and consistent manner, in order that all eligible employees have an opportunity to volunteer to fill unassigned hours.

c. The Employer agrees to discuss the replacement factor with the Union. Information necessary for a meaningful discussion on the replacement factor will be provide to the Union upon request. The replacement factor is the formula used to estimate minimum staffing levels and considers both anticipated and forecasted unanticipated absences.

d. The Employer agrees, where practical, to engage in discussions with other employing units to encourage and facilitate additional hours being filled with unit members outside their employing units as a tool to reduce or eliminate mandatory additional hours within that employing unit. Such discussions will include methods and procedures to efficiently and effectively notify interested parties about the availability of additional hours.

The parties are encouraged to consider additional language for shift assignment protections at the local level.

4. Procedure for Assigning Additional Hours

Prior to assigning mandatory additional hours, the Employer is encouraged to follow the following sequence to meet staffing needs:

1. Offer extra shifts/hours to part-time employees by seniority up to 1.0 FTE.
2. Offer voluntary overtime by seniority.
3. Use supplemental staff (non-float pool, outside of class, LTE's).
4. Make shifts available to fill vacancies to bargaining unit employees from other employing units.
5. Use Agency staff if qualified and available.
6. Force remaining holes by inverse order of seniority.

The provisions of this MOU are subject to the grievance procedure under Article IV of this Agreement.

The parties agree to evaluate this MOU during the ~~2005-2007~~2007-2009 negotiations.

MEMORANDUM OF UNDERSTANDING -- 10

2003-2005 AGREEMENT

**~~Reinstatement Eligibility & Restoration Rights For Employees Laid Off
During The 2003-2005 Fiscal Biennium Due To Agency Elimination Or
Transfer Of Functions To Another State Agency~~**

~~Employees laid off during the 2003-2005 fiscal biennium because the state agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different state agency, shall have reinstatement eligibility according to 10/5/1 of the agreement and restoration rights according to 10/4/1 of the agreement to the state agency to which the functions previously performed by the person are transferred.~~

MEMORANDUM OF UNDERSTANDING - 116

2003-2005-2007 AGREEMENT

**Supplemented Wages, Changed Benefit Premium Contributions
And Contracting Out Mou**

The following agreement is in force only after the date on which a tentative agreement has been reached on the 2003-2005 collective bargaining agreement and expires upon tentative agreements being reached with all other bargaining units on 2003-2005 collective bargaining agreements.

The parties agree to the following, subject to employee eligibility. The following will be provided to eligible SEIU 1199W/UP-represented employees under the same terms and conditions as agreed to for other bargaining units.

Wages: If General Wage Adjustment (GWA) percentage amounts greater than one percent (1.0%) are agreed to with other bargaining units, that additional percentage amount will be available, within the parameters of the appropriate grid, for eligible SEIU 1199W/UP-represented employees.

Length of Service Payments (LOSP): If LOSP without a corresponding reduction in GWA is agreed to with other bargaining units, LOSP will be available for eligible SEIU 1199W/UP-represented employees.

3-Tier Health Insurance Program:

- The lowest employee premium contribution amounts agreed to with other bargaining units, excluding the Milwaukee Graduate Assistants Association and the Teaching Assistants' Association, will be available for eligible SEIU 1199W/UP-represented employees.

- Payroll deductions for the new health insurance program will commence the same pay period for all employees.

- If payroll deductions associated with employee premium contributions for the initial effective date of coverage under the 3-Tier Health Insurance Program are missed, the Employer agrees to ensure, to the best of its ability, that employees will be minimally impacted by the process to collect the delayed premium deductions.

- The Employer agrees to have provisions in place for employees to elect or change enrollment information due to finalized employee premium contribution amounts. The final date for submission of such changes will be determined by the Department of Employee Trust Funds and must allow sufficient time for processing the change requests prior to the effective date of coverage.

Dental Plan:

- The highest Employer premium contribution amount agreed to with other bargaining units will be available for eligible SEIU 1199W/UP-represented employees, effective for the negotiated effective date of coverage.

- The greatest level of benefits provided to any bargaining unit will be provided to SEIU 1199W/UP-represented employees.

- The Employer will convene a joint labor/management committee for the purpose of developing recommendations on the dental plan design for submission to the Group Insurance Board in April 2004. Five (5) labor representatives will be appointed by a coalition of the leadership from all the bargaining units.

Contracting Out MOU: Modifications agreed to with other bargaining units in those provisions included in the currently agreed upon Contracting Out MOU will be offered for consideration for inclusion in the MOU. As previously agreed, this does not include audits specific to another bargaining unit (e.g., information technology) or issues related to contracting out of services specific to work performed by another bargaining unit (e.g., road building).

MONTHLY HEALTH INSURANCE PREMIUM DEDUCTIONS

1. Monthly health insurance premium deductions will begin with the February 5, 2004, paycheck for SEIU District 1199W/UP-represented employees enrolled in the state health insurance program.

- Monthly premium deductions will begin at this time as well for all non-represented employees and all represented employees with 2003-2005 collective bargaining agreements in effect.

- Premium payments will begin for other represented employees as soon as the applicable provisions become effective.

2. Monthly premiums will be taken from employee paychecks in accordance with the following schedule.

Paycheck Date	Month of Coverage	Paycheck Date	Month of Coverage
February 5	March 2004	July 22	September 2004
February 19	No deduction	August 19	October 2004
March 4	April 2004	September 16	November 2004
March 18	May 2004	<i>September 30*</i>	<i>February 2004</i>
April 15	June 2004	October 14	December 2004
<i>April 29*</i>	<i>January 2004</i>	November 24	January 2005
May 13	July 2004	December 23	February 2005
June 24	August 2004		

*Third paycheck of the month.

3. If any bargaining unit negotiates a waiver of monthly health insurance premiums already paid or negotiates lower monthly premiums (excluding monthly premium amounts negotiated by TAA and MGAA bargaining units), those amounts will be refunded to employees, including employees who already left state service for any reason. Refunds to affected employees will be issued as soon as administratively feasible. A “waiver” of premiums means when premiums are not paid by any means. A “waiver” does not include situations where a bargaining unit negotiates a reduction in wages (e.g., lump sum payments or base pay increases) to offset the cost of the earlier premiums.

MEMORANDUM OF UNDERSTANDING #8

2005-2007 AGREEMENT

Advance Practice Nurse

During negotiation of the 2005-2007 Agreement, there was discussion between the parties regarding the need to create an Advanced Practice Nurse classification. If during the life of the contract such a class is created, the Employer and Union will meet to mutually agree to a pay range assignment and the impact on pay for those employees who are reallocated into this new classification.

MEMORANDUM OF UNDERSTANDING #9

2005-2007 AGREEMENT

Pilot Projects for Career Development

An agency or institution may develop a pilot project related to career development which may include monetary or non-monetary incentives. Monetary incentives may be in the form of add-ons or lump sum payments.

Topics for such pilot projects may include the following:

- Research Projects
- Employer-sponsored Special Projects
- Certification
- Clinical Specialties

Additional topics may be added by mutual agreement between management and the Union.

By mutual agreement, management and the Union may form a committee to develop criteria for a career development pilot. If formed, the committee shall consist of equal representation from management and the Union. The Union shall appoint employee representatives to the committee who will attend committee meetings without loss of pay.

The pilot project must be mutually agreed to by the Union, agency and Office of State Employment Relations prior to implementation. Any pilot project developed under this MOU must include a sunset provision. Funding for such projects shall be the responsibility of the agency.

It is understood that these discussions do not constitute negotiations. Nothing in this MOU shall in any way infringe or override Union or management rights as contained in this contract or local agreements. However, subjects discussed in these meetings which may be appropriate for local negotiations may be referred to the appropriate local Union and management officials for discussion at the next local negotiation sessions.

This MOU will sunset upon expiration of the 2005-2007 Agreement, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING #10

2005 – 2007 AGREEMENT

Recruitment and Retention Committees

DOC, DHFS and DVA

The parties strongly encourage agencies and appropriate employing units to engage in discussions with the Union regarding issues related to recruitment and retention. These discussions are to identify and evaluate problems and recommend possible solutions.

A. Recruitment and Retention Committees

Recruitment and retention issues may be discussed at both statewide and local labor/management meetings. However, if requested by the Union, a separate recruitment and retention committee shall be formed for such discussions in lieu of having those discussions at the labor/management meeting. If a separate recruitment and retention committee is formed, it will meet on a quarterly basis, subject to cancellation by mutual agreement. By mutual agreement, the committee may meet on an as needed basis for special circumstances. If a committee is formed, the size and composition of the committee shall be determined by mutual agreement at the institution level or statewide level as appropriate. The committee shall be composed of equal numbers of management and employee representatives who shall attend without loss of pay. Employee representatives shall be appointed by the Union.

Either party may submit items for the agenda. Agenda items are due at least seven (7) calendar days in advance of the meeting. If neither party submits an agenda then there shall be no meeting, unless the parties mutually agree to convene a meeting without an agenda. Information

helpful or necessary for productive meetings shall be shared at least five (5) calendar days ahead of time, if available.

Committees shall discuss, but are not limited to discussing, the following topics affecting recruitment and retention:

- Flexible staffing resources, (e.g., float pool, weekender programs, LTE's, agency, etc.).
- Staffing of high turnover/high acuity units or programs.
- Retention of staff. (e.g., orientation, on-going support, training, scheduling, etc.).
- Scheduling methods, (e.g., encouraging volunteers for extra hours or shifts, posting extra or overtime shifts, protections for scheduled time off, vacation quotas, vacation picks, unit and staff assignments, assignment of required additional hours, calculation of replacement factor, etc.).
- Position allocations, (e.g., options on allocation of vacancies, etc.).
- Mandatory additional hours (e.g., causes, potential solutions, etc.).
- Special issues related to recruitment and retention of new staff.

B. Pilot Retention Programs

This MOU authorizes the agencies or employing units and the Union to engage in discussions regarding retention of staff including incentives. The parties shall discuss, but are not limited to discussing, the following topics affecting retention.

- Student loan forgiveness.
- Extending sign-on bonuses to existing state employees entering the bargaining unit.
- Voluntary overtime incentives.
- Accommodating schedules for continuing education in fields related to state employment.
- Longevity incentives.
- Career Development

Any incentive program, including any monetary incentive program(s) initiated under this MOU must be done as a pilot program and must be approved by the agency and the Union.

C. It is understood that these discussions do not constitute negotiations. Nothing in this MOU shall in any way infringe or override Union or management rights as contained in this contract or local agreements. However, subjects discussed in these meetings which may be appropriate for local negotiations may be referred to the appropriate local Union and management officials for discussion at the next local negotiation sessions.

This MOU will sunset upon expiration of the 2005-2007 Agreement, regardless of contract extension, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING #11

2005 – 2007 AGREEMENT

Telecommuting

By mutual agreement, the Union and agencies may agree to engage in discussions regarding implementation of telecommuting options for employees, where appropriate.

The Employer recognizes that telecommuting is a concept that involves formal, scheduled work location alternatives in which an employee may be assigned to work partially at an assigned office and partially at home and that telecommuting alternatives are constantly evolving due to rapidly changing advances in technology. The Employer and the Union recognize the potential value and benefits of telecommuting and agencies considering telecommuting are encouraged to develop policies where appropriate and feasible after consideration of the Department of Administration's telecommuting guidelines. Implementation of a telecommuting alternative for an employee shall be by mutual agreement between the Employer and the Union.

Discussions may include, but are not limited to, the following topics:

- Definition of telecommuting
- Criteria for determining eligible employees
- How work performance is assessed and measured
- Application of work rules
- Receiving and reviewing a request to telecommute

- Pre-approval process
- Telecommuting agreement
- Ongoing monitoring

Parties to the discussions are encouraged to refer to "State of Wisconsin Telecommuting Guidelines, 2000," published by the Department of Administration, Bureau of State Risk Management, and available on the Department of Administration's website.

~~INFORMATIONAL NOTE -- 1~~
~~2003-2005 AGREEMENT~~
~~Dental Check-Off~~

~~—The Employer's agreement to a dental check-off from employee pay under Article VI, Section 21, was entered with the assurance and the understanding that the Union has no intent to hold the Employer liable for error or omissions in the administration of the check-off.~~

Appendix A

I. 2003-2005 Grid									
Effective through June 26, 2004									
Grid Level	11-05	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22
	5	6	7	8	9	10	11	12	22
A	15.565	16.577	17.655	18.804	20.026	21.329	22.716	24.193	28.775
B	15.799	16.826	17.921	19.087	20.327	21.650	23.057	24.556	29.208
C	16.037	17.079	18.190	19.374	20.633	21.974	23.403	24.925	29.647
D	16.277	17.335	18.464	19.665	20.942	22.304	23.755	25.300	30.091
E	16.522	17.596	18.742	19.960	21.257	22.640	24.112	25.680	30.543
F	16.771	17.860	19.023	20.261	21.577	22.980	24.473	26.065	31.002
G	17.023	18.129	19.309	20.565	21.901	23.325	24.841	26.457	31.467
H	17.279	18.401	19.600	20.874	22.230	23.676	25.214	26.854	31.939
I	17.538	18.678	19.894	21.187	22.564	24.032	25.593	27.257	32.419
J	17.802	18.959	20.193	21.506	22.903	24.392	25.977	27.666	32.906
K	18.069	19.244	20.496	21.829	23.247	24.758	26.368	28.081	33.400
L	18.341	19.533	20.804	22.157	23.597	25.130	26.763	28.503	33.901
M	18.617	19.826	21.117	22.490	23.952	25.508	27.165	28.931	34.411
N	18.896	20.124	21.434	22.828	24.311	25.891	27.573	29.366	34.927
O	19.180	20.427	21.756	23.172	24.676	26.279	27.987	29.806	35.452
P	19.468	20.733	22.083	23.520	25.047	26.674	28.407	30.254	35.984
Q	19.760	21.045	22.415	23.874	25.424	27.075	28.834	30.708	36.524
R	20.058	21.360	22.752	24.233	25.806	27.482	29.266	31.170	37.073
S	20.359	21.681	23.094	24.596	26.193	27.895	29.706	31.638	37.629
T	20.664	22.007	23.440	24.965	26.587	28.314	30.152	32.113	38.194
U	20.975	22.338	23.793	25.341	26.987	28.739	30.605	32.594	38.767
Range Max	24.904	26.524	28.248	30.087	32.042	34.127	36.346	38.709	46.040

Nurse Clinician Classification minimum rates equal level C

Appendix B

H. 2003-2005 Grid

Effective June 27, 2004 through December 25, 2004

Grid Level	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22	11-40	11-41	11-42
A	17.144	18.258	19.447	20.710	22.057	23.492	25.019	29.758			
B	17.402	18.532	19.739	21.021	22.388	23.845	25.395	30.205			
C	17.664	18.810	20.036	21.337	22.724	24.203	25.776	30.659	22.063	23.497	25.025
D	17.929	19.093	20.337	21.658	23.065	24.567	26.163	31.119	22.394	23.850	25.401
E	18.198	19.380	20.643	21.983	23.411	24.936	26.556	31.586	22.730	24.208	25.783
F	18.471	19.671	20.953	22.313	23.763	25.311	26.955	32.060	23.071	24.572	26.170
G	18.749	19.967	21.268	22.648	24.120	25.691	27.360	32.541	23.418	24.941	26.563
H	19.031	20.267	21.588	22.988	24.482	26.077	27.771	33.030	23.770	25.316	26.962
I	19.317	20.572	21.912	23.333	24.850	26.469	28.188	33.526	24.127	25.696	27.367
J	19.607	20.881	22.241	23.683	25.223	26.867	28.611	34.029	24.489	26.082	27.778
K	19.902	21.195	22.575	24.039	25.602	27.271	29.041	34.540	24.857	26.474	28.195
L	20.201	21.513	22.914	24.400	25.987	27.681	29.477	35.059	25.230	26.872	28.618
M	20.505	21.836	23.258	24.766	26.377	28.097	29.920	35.585	25.609	27.276	29.048
N	20.813	22.164	23.607	25.138	26.773	28.519	30.369	36.119	25.994	27.686	29.484
O	21.126	22.497	23.962	25.516	27.175	28.947	30.825	36.661	26.384	28.102	29.927
P	21.443	22.835	24.322	25.899	27.583	29.382	31.288	37.211	26.780	28.524	30.376
Q	21.765	23.178	24.687	26.288	27.997	29.823	31.758	37.770	27.182	28.952	30.832
R	22.092	23.526	25.058	26.683	28.417	30.271	32.235	38.337	27.590	29.387	31.295
S	22.424	23.879	25.434	27.084	28.844	30.726	32.719	38.913	28.004	29.828	31.765
T	22.761	24.238	25.816	27.491	29.277	31.187	33.210	39.497	28.425	30.276	32.242
U	23.103	24.602	26.204	27.904	29.717	31.655	33.709	40.090	28.852	30.731	32.726
Range Max	27.431	29.213	31.116	33.136	35.292	37.588	40.031	47.613	35.301	37.596	40.040

Appendix C

III. 2003-2005 Grid											
Effective December 26, 2004											
Grid Level	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22	11-40	11-41	11-42
A	17.659	18.806	20.031	21.332	22.719	24.197	25.770	30.651			
B	17.924	19.089	20.332	21.652	23.060	24.560	26.157	31.111			
C	18.193	19.376	20.637	21.977	23.406	24.929	26.550	31.578	23.498	25.025	26.652
D	18.466	19.667	20.947	22.307	23.758	25.303	26.949	32.052	23.851	25.401	27.052
E	18.743	19.963	21.262	22.642	24.115	25.683	27.354	32.533	24.209	25.783	27.458
F	19.025	20.263	21.581	22.982	24.477	26.069	27.765	33.021	24.573	26.170	27.870
G	19.311	20.567	21.905	23.327	24.845	26.461	28.182	33.517	24.942	26.563	28.289
H	19.601	20.876	22.234	23.677	25.218	26.858	28.605	34.020	25.317	26.962	28.714
I	19.896	21.190	22.568	24.033	25.597	27.261	29.035	34.531	25.697	27.367	29.145
J	20.195	21.508	22.907	24.394	25.981	27.670	29.471	35.049	26.083	27.778	29.583
K	20.498	21.831	23.251	24.760	26.371	28.086	29.914	35.575	26.475	28.195	30.027
L	20.806	22.159	23.600	25.132	26.767	28.508	30.363	36.109	26.873	28.618	30.478
M	21.119	22.492	23.954	25.509	27.169	28.936	30.819	36.651	27.277	29.048	30.936
N	21.436	22.830	24.314	25.892	27.577	29.371	31.282	37.201	27.687	29.484	31.401
O	21.758	23.173	24.679	26.281	27.991	29.812	31.752	37.760	28.103	29.927	31.873
P	22.085	23.521	25.050	26.676	28.411	30.260	32.229	38.327	28.525	30.376	32.352
Q	22.417	23.874	25.426	27.077	28.838	30.714	32.713	38.902	28.953	30.832	32.838
R	22.754	24.233	25.808	27.484	29.271	31.175	33.204	39.486	29.388	31.295	33.331
S	23.096	24.597	26.196	27.897	29.711	31.643	33.703	40.079	29.829	31.765	33.831
T	23.443	24.966	26.589	28.316	30.157	32.118	34.209	40.681	30.277	32.242	34.339
U	23.795	25.341	26.988	28.741	30.610	32.600	34.723	41.292	30.732	32.726	34.855
Range Max	28.255	30.090	32.050	34.132	36.351	38.716	41.232	49.042	37.597	40.040	42.644

Appendix D

I. Pay Schedule 11							
Effective the effective date of the contract through June 26, 2004							
	Official Hourly Basis			Monthly Basis*		Annual Basis*	
Pay Range	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-05	\$15.565	\$24.904	\$0.467	\$2,708.31	\$4,333.30	\$32,499.7 2	\$51,999.55
11-06	\$16.577	\$26.524	\$0.498	\$2,884.40	\$4,615.18	\$34,612.7 8	\$55,382.11
11-07	\$17.655	\$28.248	\$0.530	\$3,071.97	\$4,915.15	\$36,863.6 4	\$58,981.82
11-08	\$18.804	\$30.087	\$0.565	\$3,271.90	\$5,235.14	\$39,262.7 5	\$62,821.66
11-09	\$20.026	\$32.042	\$0.601	\$3,484.53	\$5,575.31	\$41,814.2 9	\$66,903.70
11-10	\$21.329	\$34.127	\$0.640	\$3,711.25	\$5,938.10	\$44,534.9 5	\$71,257.18
11-11	\$22.716	\$36.346	\$0.682	\$3,952.59	\$6,324.20	\$47,431.0 1	\$75,890.45
11-12	\$24.193	\$38.709	\$0.726	\$4,209.59	\$6,735.37	\$50,514.9 8	\$80,824.39
11-22	\$28.775	\$46.040	\$0.864	\$5,006.85	\$8,010.96	\$60,082.2 0	\$96,131.52
* Estimated for informational purposes only—The Official Hourly Rate is used for payroll purposes							

Appendix D—Continued

H. Pay Schedule 11							
Effective June 27, 2004 through December 25, 2004							
Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$17.144	\$27.431	\$0.515	\$2,983.06	\$4,772.99	\$35,796.67	\$57,275.93
11-07	\$18.258	\$29.213	\$0.548	\$3,176.90	\$5,083.06	\$38,122.70	\$60,996.74
11-08	\$19.447	\$31.116	\$0.584	\$3,383.78	\$5,414.18	\$40,605.34	\$64,970.21
11-09	\$20.710	\$33.136	\$0.622	\$3,603.54	\$5,765.66	\$43,242.48	\$69,187.97
11-10	\$22.057	\$35.292	\$0.662	\$3,837.92	\$6,140.81	\$46,055.02	\$73,689.70
11-11	\$23.492	\$37.588	\$0.705	\$4,087.61	\$6,540.31	\$49,051.30	\$78,483.74
11-12	\$25.019	\$40.031	\$0.751	\$4,353.31	\$6,965.39	\$52,239.67	\$83,584.73
11-22	\$29.758	\$47.613	\$0.893	\$5,177.90	\$8,284.66	\$62,134.70	\$99,415.94
11-40	\$22.063	\$35.301	\$0.662	\$3,838.97	\$6,142.38	\$46,067.55	\$73,708.49
11-41	\$23.497	\$37.596	\$0.705	\$4,088.48	\$6,541.71	\$49,061.74	\$78,500.45
11-42	\$25.025	\$40.040	\$0.751	\$4,354.35	\$6,966.96	\$52,252.20	\$83,603.52

* Estimated for informational purposes only—The Official Hourly Rate is used for payroll purposes

Hiring Rates for Prior Occupational Professional Experience

Effective June 27, 2004, the following hiring rate structure will be implemented for original appointments. "Full years of experience" is defined as prior experience in the same designated discipline. See Negotiating Note #6 regarding Prior Occupational Professional Experience (POPE).

Non-Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level A (minimum of pay range)
1—2 years	Grid Level B
3—4 years	Grid Level C
5—9 years	Grid Level D
10 or more years	Grid Level E

Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level C (minimum of pay range)
1—2 years	Grid Level D
3—4 years	Grid Level E
5—9 years	Grid Level F
10 or more years	Grid Level G

Appendix D—Continued

III. Pay Schedule 11							
Effective December 26, 2004							
	Official Hourly Basis			Monthly Basis*		Annual Basis*	
Pay Range	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$17.659	\$28.255	\$0.530	\$3,072.67	\$4,916.37	\$36,872.00	\$58,996.44
11-07	\$18.806	\$30.090	\$0.565	\$3,272.25	\$5,235.66	\$39,266.93	\$62,827.92
11-08	\$20.031	\$32.050	\$0.601	\$3,485.40	\$5,576.70	\$41,824.73	\$66,920.40
11-09	\$21.332	\$34.132	\$0.640	\$3,711.77	\$5,938.97	\$44,541.22	\$71,267.62
11-10	\$22.719	\$36.351	\$0.682	\$3,953.11	\$6,325.08	\$47,437.28	\$75,900.89
11-11	\$24.197	\$38.716	\$0.726	\$4,210.28	\$6,736.59	\$50,523.34	\$80,839.01
11-12	\$25.770	\$41.232	\$0.774	\$4,483.98	\$7,174.37	\$53,807.76	\$86,092.42
11-22	\$30.651	\$49.042	\$0.920	\$5,333.28	\$8,533.31	\$63,999.29	\$102,399.70
11-40	\$23.498	\$37.597	\$0.705	\$4,088.66	\$6,541.88	\$49,063.83	\$78,502.54
11-41	\$25.025	\$40.040	\$0.751	\$4,354.35	\$6,966.96	\$52,252.20	\$83,603.52
11-42	\$26.652	\$42.644	\$0.800	\$4,637.45	\$7,420.06	\$55,649.38	\$89,040.68
* Estimated for informational purposes only—The Official Hourly Rate is used for payroll purposes							

Hiring Rates for Prior Occupational Professional Experience

Effective June 27, 2004, the following hiring rate structure was implemented for original appointments. "Full years of experience" is defined as prior experience in the same designated discipline. See Negotiating Note #6 regarding Prior Occupational Professional Experience (POPE).

Non-Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level A (minimum of pay range)
1—2 years	Grid Level B
3—4 years	Grid Level C
5—9 years	Grid Level D
10 or more years	Grid Level E

Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level C (minimum of pay range)
1—2 years	Grid Level D
3—4 years	Grid Level E
5—9 years	Grid Level F
10 or more years	Grid Level G

UPQHC 2005-07 Grids - Appendix A.I

Effective prior to the first day of the pay period following the effective date of the Agreement

<u>Grid Level</u>	<u>11-06</u>	<u>11-07</u>	<u>11-08</u>	<u>11-09</u>	<u>11-10</u>	<u>11-11</u>	<u>11-12</u>	<u>11-22</u>	<u>11-40</u>	<u>11-41</u>	<u>11-42</u>
A	17.659	18.806	20.031	21.332	22.719	24.197	25.770	30.651			
B	17.924	19.089	20.332	21.652	23.060	24.560	26.157	31.111			
C	18.193	19.376	20.637	21.977	23.406	24.929	26.550	31.578	23.498	25.025	26.652
D	18.466	19.667	20.947	22.307	23.758	25.303	26.949	32.052	23.851	25.401	27.052
E	18.743	19.963	21.262	22.642	24.115	25.683	27.354	32.533	24.209	25.783	27.458
F	19.025	20.263	21.581	22.982	24.477	26.069	27.765	33.021	24.573	26.170	27.870
G	19.311	20.567	21.905	23.327	24.845	26.461	28.182	33.517	24.942	26.563	28.289
H	19.601	20.876	22.234	23.677	25.218	26.858	28.605	34.020	25.317	26.962	28.714
I	19.896	21.190	22.568	24.033	25.597	27.261	29.035	34.531	25.697	27.367	29.145
J	20.195	21.508	22.907	24.394	25.981	27.670	29.471	35.049	26.083	27.778	29.583
K	20.498	21.831	23.251	24.760	26.371	28.086	29.914	35.575	26.475	28.195	30.027
L	20.806	22.159	23.600	25.132	26.767	28.508	30.363	36.109	26.873	28.618	30.478
M	21.119	22.492	23.954	25.509	27.169	28.936	30.819	36.651	27.277	29.048	30.936
N	21.436	22.830	24.314	25.892	27.577	29.371	31.282	37.201	27.687	29.484	31.401
O	21.758	23.173	24.679	26.281	27.991	29.812	31.752	37.760	28.103	29.927	31.873
P	22.085	23.521	25.050	26.676	28.411	30.260	32.229	38.327	28.525	30.376	32.352
Q	22.417	23.874	25.426	27.077	28.838	30.714	32.713	38.902	28.953	30.832	32.838
R	22.754	24.233	25.808	27.484	29.271	31.175	33.204	39.486	29.388	31.295	33.331
S	23.096	24.597	26.196	27.897	29.711	31.643	33.703	40.079	29.829	31.765	33.831
T	23.443	24.966	26.589	28.316	30.157	32.118	34.209	40.681	30.277	32.242	34.339
U	23.795	25.341	26.988	28.741	30.610	32.600	34.723	41.292	30.732	32.726	34.855
Range Max	28.255	30.090	32.050	34.132	36.351	38.716	41.232	49.042	37.597	40.040	42.644

UPQHC 2005-07 Grids - Appendix A.II.

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

<u>Grid Level</u>	<u>11-06</u>	<u>11-07</u>	<u>11-08</u>	<u>11-09</u>	<u>11-10</u>	<u>11-11</u>	<u>11-12</u>	<u>11-22</u>	<u>11-40</u>	<u>11-41</u>	<u>11-42</u>
A	17.748	18.901	20.132	21.439	22.833	24.318	25.899	30.805			
B	18.015	19.185	20.434	21.761	23.176	24.683	26.288	31.268			
C	18.286	19.473	20.741	22.088	23.524	25.054	26.683	31.738	23.616	25.151	26.786
D	18.561	19.766	21.053	22.420	23.877	25.430	27.084	32.215	23.971	25.529	27.188
E	18.840	20.063	21.369	22.757	24.236	25.812	27.491	32.699	24.331	25.912	27.596
F	19.123	20.364	21.690	23.099	24.600	26.200	27.904	33.190	24.696	26.301	28.010
G	19.410	20.670	22.016	23.446	24.969	26.593	28.323	33.688	25.067	26.696	28.431
H	19.702	20.981	22.347	23.798	25.344	26.992	28.748	34.194	25.444	27.097	28.858
I	19.998	21.296	22.683	24.155	25.725	27.397	29.180	34.707	25.826	27.504	29.291
J	20.298	21.616	23.024	24.518	26.111	27.808	29.618	35.228	26.214	27.917	29.731
K	20.603	21.941	23.370	24.886	26.503	28.226	30.063	35.757	26.608	28.336	30.177
L	20.913	22.271	23.721	25.260	26.901	28.650	30.514	36.294	27.008	28.762	30.630
M	21.227	22.606	24.077	25.639	27.305	29.080	30.972	36.839	27.414	29.194	31.090
N	21.546	22.946	24.439	26.024	27.715	29.517	31.437	37.392	27.826	29.632	31.557
O	21.870	23.291	24.806	26.415	28.131	29.960	31.909	37.953	28.244	30.077	32.031
P	22.199	23.641	25.179	26.812	28.553	30.410	32.388	38.523	28.668	30.529	32.512
Q	22.532	23.996	25.557	27.215	28.982	30.867	32.874	39.101	29.099	30.987	33.000
R	22.870	24.356	25.941	27.624	29.417	31.331	33.368	39.688	29.536	31.452	33.495
S	23.214	24.722	26.331	28.039	29.859	31.801	33.869	40.284	29.980	31.924	33.998
T	23.563	25.093	26.726	28.460	30.307	32.279	34.378	40.889	30.430	32.403	34.508
U	23.917	25.470	27.127	28.887	30.762	32.764	34.894	41.503	30.887	32.890	35.026
Range Max	28.821	30.692	32.691	34.815	37.079	39.491	42.057	50.023	38.349	40.841	43.497

UPQHC 2005-07 Grids - Appendix A.III.

Effective the first day of the pay period following the effective date of the Agreement through June 24, 2006

Grid Level	11-06	11-07	11-08	11-09	11-10	11-11	11-12	11-22	11-40	11-41	11-42
A	17.748	18.901	20.132	21.439	22.833	24.318	26.935	32.038			
B	18.015	19.185	20.434	21.761	23.176	24.683	27.340	32.519			
C	18.286	19.473	20.741	22.088	23.524	25.054	27.751	33.007	24.561	26.158	27.858
D	18.561	19.766	21.053	22.420	23.877	25.430	28.168	33.503	24.930	26.551	28.276
E	18.840	20.063	21.369	22.757	24.236	25.812	28.591	34.006	25.304	26.950	28.701
F	19.123	20.364	21.690	23.099	24.600	26.200	29.020	34.517	25.684	27.355	29.132
G	19.410	20.670	22.016	23.446	24.969	26.593	29.456	35.035	26.070	27.766	29.569
H	19.702	20.981	22.347	23.798	25.344	26.992	29.898	35.561	26.462	28.183	30.013
I	19.998	21.296	22.683	24.155	25.725	27.397	30.347	36.095	26.859	28.606	30.464
J	20.298	21.616	23.024	24.518	26.111	27.808	30.803	36.637	27.262	29.036	30.921
K	20.603	21.941	23.370	24.886	26.503	28.226	31.266	37.187	27.671	29.472	31.385
L	20.913	22.271	23.721	25.260	26.901	28.650	31.735	37.745	28.087	29.915	31.856
M	21.227	22.606	24.077	25.639	27.305	29.080	32.212	38.312	28.509	30.364	32.334
N	21.546	22.946	24.439	26.024	27.715	29.517	32.696	38.887	28.937	30.820	32.820
O	21.870	23.291	24.806	26.415	28.131	29.960	33.187	39.471	29.372	31.283	33.313
P	22.199	23.641	25.179	26.812	28.553	30.410	33.685	40.064	29.813	31.753	33.813
Q	22.532	23.996	25.557	27.215	28.982	30.867	34.191	40.665	30.261	32.230	34.321
R	22.870	24.356	25.941	27.624	29.417	31.331	34.704	41.275	30.715	32.714	34.836
S	23.214	24.722	26.331	28.039	29.859	31.801	35.225	41.895	31.176	33.205	35.359
T	23.563	25.093	26.726	28.460	30.307	32.279	35.754	42.524	31.644	33.704	35.890
U	23.917	25.470	27.127	28.887	30.762	32.764	36.291	43.162	32.119	34.210	36.429
Range Max	30.118	32.074	34.163	36.382	38.748	41.269	43.740	52.024	39.883	42.475	45.237

UPQHC 2005-07 Grids - Appendix A.IV											
Effective June 25, 2006 through March 31, 2007											
<u>Grid Level</u>	<u>11-06</u>	<u>11-07</u>	<u>11-08</u>	<u>11-09</u>	<u>11-10</u>	<u>11-11</u>	<u>11-12</u>	<u>11-22</u>	<u>11-40</u>	<u>11-41</u>	<u>11-42</u>
A	17.837	18.996	20.233	21.547	22.948	24.440	28.148	33.480			
B	18.105	19.281	20.537	21.871	23.293	24.807	28.571	33.983			
C	18.377	19.571	20.846	22.200	23.643	25.180	29.000	34.493	25.667	27.336	29.112
D	18.653	19.865	21.159	22.533	23.998	25.558	29.435	35.011	26.053	27.747	29.549
E	18.933	20.163	21.477	22.871	24.358	25.942	29.877	35.537	26.444	28.164	29.993
F	19.217	20.466	21.800	23.215	24.724	26.332	30.326	36.071	26.841	28.587	30.443
G	19.506	20.773	22.127	23.564	25.095	26.727	30.781	36.613	27.244	29.016	30.900
H	19.799	21.085	22.459	23.918	25.472	27.128	31.243	37.163	27.653	29.452	31.364
I	20.096	21.402	22.796	24.277	25.855	27.535	31.712	37.721	28.068	29.894	31.835
J	20.398	21.724	23.138	24.642	26.243	27.949	32.188	38.287	28.490	30.343	32.313
K	20.704	22.050	23.486	25.012	26.637	28.369	32.671	38.862	28.918	30.799	32.798
L	21.015	22.381	23.839	25.388	27.037	28.795	33.162	39.445	29.352	31.261	33.290
M	21.331	22.717	24.197	25.769	27.443	29.227	33.660	40.037	29.793	31.730	33.790
N	21.651	23.058	24.560	26.156	27.855	29.666	34.165	40.638	30.240	32.206	34.297
O	21.976	23.404	24.929	26.549	28.273	30.111	34.678	41.248	30.694	32.690	34.812
P	22.306	23.756	25.303	26.948	28.698	30.563	35.199	41.867	31.155	33.181	35.335
Q	22.641	24.113	25.683	27.353	29.129	31.022	35.727	42.496	31.623	33.679	35.866
R	22.981	24.475	26.069	27.764	29.566	31.488	36.263	43.134	32.098	34.185	36.404
S	23.326	24.843	26.461	28.181	30.010	31.961	36.807	43.782	32.580	34.698	36.951
T	23.676	25.216	26.858	28.604	30.461	32.441	37.360	44.439	33.069	35.219	37.506
U	24.032	25.595	27.261	29.034	30.918	32.928	37.921	45.106	33.566	35.748	38.069
Range Max	31.624	33.678	35.872	38.202	40.686	43.333	46.365	55.146	42.276	45.024	47.952

UPQHC 2005-07 Grids - Appendix A.V.											
Effective April 1, 2007 through June 30, 2007											
<u>Grid Level</u>	<u>11-06</u>	<u>11-07</u>	<u>11-08</u>	<u>11-09</u>	<u>11-10</u>	<u>11-11</u>	<u>11-12</u>	<u>11-22</u>	<u>11-40</u>	<u>11-41</u>	<u>11-42</u>
A	18.239	19.424	20.689	22.032	23.465	24.990	28.782	34.234			
B	18.513	19.716	21.000	22.363	23.817	25.365	29.214	34.748			
C	18.791	20.012	21.315	22.699	24.175	25.746	29.653	35.270	26.245	27.952	29.768
D	19.073	20.313	21.635	23.040	24.538	26.133	30.098	35.800	26.639	28.372	30.215
E	19.360	20.618	21.960	23.386	24.907	26.525	30.550	36.337	27.039	28.798	30.669
F	19.651	20.928	22.290	23.737	25.281	26.923	31.009	36.883	27.445	29.230	31.130
G	19.946	21.242	22.625	24.094	25.661	27.327	31.475	37.437	27.857	29.669	31.597
H	20.246	21.561	22.965	24.456	26.046	27.737	31.948	37.999	28.275	30.115	32.071
I	20.550	21.885	23.310	24.823	26.437	28.154	32.428	38.569	28.700	30.567	32.553
J	20.859	22.214	23.660	25.196	26.834	28.577	32.915	39.148	29.131	31.026	33.042
K	21.172	22.548	24.015	25.574	27.237	29.006	33.409	39.736	29.568	31.492	33.538
L	21.490	22.887	24.376	25.958	27.646	29.442	33.911	40.333	30.012	31.965	34.042
M	21.813	23.231	24.742	26.348	28.061	29.884	34.420	40.938	30.463	32.445	34.553
N	22.141	23.580	25.114	26.744	28.482	30.333	34.937	41.553	30.920	32.932	35.072
O	22.474	23.934	25.491	27.146	28.910	30.788	35.462	42.177	31.384	33.426	35.599
P	22.812	24.294	25.874	27.554	29.344	31.250	35.994	42.810	31.855	33.928	36.133
Q	23.155	24.659	26.263	27.968	29.785	31.719	36.534	43.453	32.333	34.437	36.675
R	23.503	25.029	26.657	28.388	30.232	32.195	37.083	44.105	32.818	34.954	37.226
S	23.856	25.405	27.057	28.814	30.686	32.678	37.640	44.767	33.311	35.479	37.785
T	24.214	25.787	27.463	29.247	31.147	33.169	38.205	45.439	33.811	36.012	38.352
U	24.578	26.174	27.875	29.686	31.615	33.667	38.779	46.121	34.319	36.553	38.928
Range Max	32.336	34.436	36.680	39.062	41.602	44.308	47.409	56.387	43.228	46.038	49.031

Appendix B. I. Pay Schedule 11: United Professionals for Quality Health Care

Effective prior to the effective date of the Agreement

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$17.659	\$28.255	\$0.530	\$3,073	\$4,916	\$36,872	\$58,996
11-07	\$18.806	\$30.090	\$0.565	\$3,272	\$5,236	\$39,267	\$62,828
11-08	\$20.031	\$32.050	\$0.601	\$3,485	\$5,577	\$41,825	\$66,920
11-09	\$21.332	\$34.132	\$0.640	\$3,712	\$5,939	\$44,541	\$71,268
11-10	\$22.719	\$36.351	\$0.682	\$3,953	\$6,325	\$47,437	\$75,901
11-11	\$24.197	\$38.716	\$0.726	\$4,210	\$6,737	\$50,523	\$80,839
11-12	\$25.770	\$41.232	\$0.774	\$4,484	\$7,174	\$53,808	\$86,092
11-22	\$30.651	\$49.042	\$0.920	\$5,333	\$8,533	\$63,999	\$102,400
11-40	\$23.498	\$37.597	\$0.705	\$4,089	\$6,542	\$49,064	\$78,503
11-41	\$25.025	\$40.040	\$0.751	\$4,354	\$6,967	\$52,252	\$83,604
11-42	\$26.652	\$42.644	\$0.800	\$4,637	\$7,420	\$55,649	\$89,041

Appendix B. II. Pay Schedule 11: United Professionals for Quality Health Care

Effective the first day of the pay period following the Agreement effective for Specific Transactions

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$17.748	\$28.821	\$0.533	\$3,088	\$5,015	\$37,058	\$60,178
11-07	\$18.901	\$30.692	\$0.568	\$3,289	\$5,340	\$39,465	\$64,085
11-08	\$20.132	\$32.691	\$0.604	\$3,503	\$5,688	\$42,036	\$68,259
11-09	\$21.439	\$34.815	\$0.644	\$3,730	\$6,058	\$44,765	\$72,694
11-10	\$22.833	\$37.079	\$0.685	\$3,973	\$6,452	\$47,675	\$77,421
11-11	\$24.318	\$39.491	\$0.730	\$4,231	\$6,871	\$50,776	\$82,457
11-12	\$25.899	\$42.057	\$0.777	\$4,506	\$7,318	\$54,077	\$87,815
11-22	\$30.805	\$50.023	\$0.925	\$5,360	\$8,704	\$64,321	\$104,448
11-40	\$23.616	\$38.349	\$0.709	\$4,109	\$6,673	\$49,310	\$80,073
11-41	\$25.151	\$40.841	\$0.755	\$4,376	\$7,106	\$52,515	\$85,276
11-42	\$26.786	\$43.497	\$0.804	\$4,661	\$7,568	\$55,929	\$90,822

Appendix B.III. Pay Schedule 11: United Professionals for Quality Health Care

Effective the first day of the pay period following the effective date of the Agreement through June 24, 2006

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$17.748	\$30.118	\$0.533	\$3,088	\$5,241	\$37,058	\$62,886
11-07	\$18.901	\$32.074	\$0.568	\$3,289	\$5,581	\$39,465	\$66,971
11-08	\$20.132	\$34.163	\$0.604	\$3,503	\$5,944	\$42,036	\$71,332
11-09	\$21.439	\$36.382	\$0.644	\$3,730	\$6,330	\$44,765	\$75,966
11-10	\$22.833	\$38.748	\$0.685	\$3,973	\$6,742	\$47,675	\$80,906
11-11	\$24.318	\$41.269	\$0.730	\$4,231	\$7,181	\$50,776	\$86,170
11-12	\$26.935	\$43.740	\$0.809	\$4,687	\$7,611	\$56,240	\$91,329
11-22	\$32.038	\$52.024	\$0.962	\$5,575	\$9,052	\$66,895	\$108,626
11-40	\$24.561	\$39.883	\$0.737	\$4,274	\$6,940	\$51,283	\$83,276
11-41	\$26.158	\$42.475	\$0.785	\$4,551	\$7,391	\$54,618	\$88,688
11-42	\$27.858	\$45.237	\$0.836	\$4,847	\$7,871	\$58,168	\$94,455

Appendix B.IV. Pay Schedule 11: United Professionals for Quality Health Care

Effective June 25, 2006 through March 31, 2007

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$17.837	\$31.624	\$0.536	\$3,104	\$5,503	\$37,244	\$66,031
11-07	\$18.996	\$33.678	\$0.570	\$3,305	\$5,860	\$39,664	\$70,320
11-08	\$20.233	\$35.872	\$0.607	\$3,521	\$6,242	\$42,247	\$74,901
11-09	\$21.547	\$38.202	\$0.647	\$3,749	\$6,647	\$44,990	\$79,766
11-10	\$22.948	\$40.686	\$0.689	\$3,993	\$7,079	\$47,915	\$84,952
11-11	\$24.440	\$43.333	\$0.734	\$4,253	\$7,540	\$51,031	\$90,479
11-12	\$28.148	\$46.365	\$0.845	\$4,898	\$8,068	\$58,773	\$96,810
11-22	\$33.480	\$55.146	\$1.005	\$5,826	\$9,595	\$69,906	\$115,145
11-40	\$25.667	\$42.276	\$0.771	\$4,466	\$7,356	\$53,593	\$88,272
11-41	\$27.336	\$45.024	\$0.821	\$4,756	\$7,834	\$57,078	\$94,010
11-42	\$29.112	\$47.952	\$0.874	\$5,065	\$8,344	\$60,786	\$100,124

Appendix B. V. Pay Schedule 11: United Professionals for Quality Health Care

Effective April 1, 2007 through June 30, 2007

Pay Range	Official Hourly Basis			Monthly Basis*		Annual Basis*	
	Minimum	Maximum	Within Range Step	Minimum	Maximum	Minimum	Maximum
11-06	\$18.239	\$32.336	\$0.548	\$3,174	\$5,626	\$38,083	\$67,518
11-07	\$19.424	\$34.436	\$0.583	\$3,380	\$5,992	\$40,557	\$71,902
11-08	\$20.689	\$36.680	\$0.621	\$3,600	\$6,382	\$43,199	\$76,588
11-09	\$22.032	\$39.062	\$0.661	\$3,834	\$6,797	\$46,003	\$81,561
11-10	\$23.465	\$41.602	\$0.704	\$4,083	\$7,239	\$48,995	\$86,865
11-11	\$24.990	\$44.308	\$0.750	\$4,348	\$7,710	\$52,179	\$92,515
11-12	\$28.782	\$47.409	\$0.864	\$5,008	\$8,249	\$60,097	\$98,990
11-22	\$34.234	\$56.387	\$1.028	\$5,957	\$9,811	\$71,481	\$117,736
11-40	\$26.245	\$43.228	\$0.788	\$4,567	\$7,522	\$54,800	\$90,260
11-41	\$27.952	\$46.038	\$0.839	\$4,864	\$8,011	\$58,364	\$96,127
11-42	\$29.768	\$49.031	\$0.894	\$5,180	\$8,531	\$62,156	\$102,377

Hiring Rates for Prior Occupational Professional Experience

Effective June 27, 2004, the following hiring rate structure was implemented for original appointments. “Full years of experience” is defined as prior experience in the same designated discipline.—See ~~Negotiating Note #6 regarding Prior Occupational Professional Experience (POPE).~~

Non-Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level A (minimum of pay range)
1 – 2 years	Grid Level B
3 – 4 years	Grid Level C
5 – 9 years	Grid Level D <u>or E*</u>
10 or more years	Grid Level E <u>or F** or G**</u>

*Option at discretion of Employer based on employee’s relevant training or experience.

**Option at discretion of Employer based on employee’s relevant training or experience.

Nurse Clinicians	
Full Yrs. of Experience	Pay Set At:
Less than 1 year	Grid Level C (minimum of pay range)
1 – 2 years	Grid Level D
3 – 4 years	Grid Level E
5 – 9 years	Grid Level F
10 or more years	Grid Level G

APPENDIX EC
PERSONNEL TRANSACTION PAY ADJUSTMENTS

All personnel transaction pay adjustments will be in accordance with Chapter ER 29, Wis. Adm. Code, except as modified below. For purposes of Appendix FD, all references to “PSICM” in the Agreement and ER29, Wis. Admin. Code, will be changed to “minimum.”

A. PAY ON COMPLETION OF THE FIRST SIX (6) MONTHS OF AN ORIGINAL PROBATION

No six (6) month increases shall be granted to employees upon completion of the first six (6) months of any probationary period.

B. PAY ON ALL UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS)

1. For upward movement within the same class series (as defined in 3., below), an employee’s base pay rate will be set at the greater of the following rates:

a. The grid rate in the new pay range that corresponds to the employee’s current grid level. For employees whose current base pay rate falls between two (2) grid levels in the current pay range, the grid level used in the new pay range will be the lower of the two (2) grid levels;
or

b. The employee’s current base pay rate.

2. For upward movement between other class series, an employee’s base pay rate will be set in accordance with the provisions of Chapter ER 29, Wis. Adm. Code, or as amended.

Paraphrase of applicable rules, for information only: An employee without reinstatement eligibility or restoration rights will receive a base pay increase of three (3) within range pay steps, or to the minimum of the new pay range, whichever is greater, subject to the maximum of the pay range.

3. For purposes of “higher class” in this section only, the class series shall be defined as:

Class Series
Effective with
Effective Date of Contract

To any classification in the bargaining unit for which an employee has a license(s) and/or meets the qualifications:

Class Series I: Developmental Disabilities Coordinator
 Developmental Disabilities Specialist
 Minimum Data Set Coordinator

Class Series II: Dietitian - Clinical
 Dietitian - Administrative

Class Series III: Epidemiologist
 Epidemiologist - Advanced
 Public Health Educator
 Public Health Educator Senior
 Public Health Educator Advanced
 Public Health Nutritionist 1, 2, 3

Class Series IV: Nurse Clinician 2, 3, 4
 Nurse Practitioner
 Nursing Consultant 1, 2
 Nursing Instructor 1, 2
 Nursing Specialist
 Public Health Nurse 1, 2, 3

Class Series V: Physician Assistant

Class Series VI: Occupational Therapist
 Occupational Therapist Senior
 Therapies Consultant

Class Series VII: Physical Therapist
Physical Therapist Senior
Therapies Consultant

Class Series VIII: Speech Language Pathologist
Speech Language Pathologist Senior
Audiologist
Therapies Consultant

Class Series IX: Therapist
Therapist - Senior
Therapies Consultant

4. The Employer may also use this section when new classifications are created which warrants their use.

C. DOWNWARD MOVEMENTS

1. Voluntary Demotion and Regrade on Reclassification or Reallocation to a Lower Class:

For downward movement within the same class series or between class series, an employee will retain his/her current base pay rate, subject to the maximum of the pay range.

2. Voluntary Demotion (within the Bargaining Unit) in Lieu of Layoff:
Upon voluntary demotion in lieu of layoff in accordance with 10/3/1/D., an employee shall retain his/her current rate of pay.

3. Involuntary Demotion:
An employee who is involuntarily demoted will have his/her pay base rate set at the lesser of the following rates:

a. The employee's current base pay rate minus up to four (4) within range pay steps of the new pay range, as determined at the sole discretion of the appointing authority; or

b. The grid rate in the new pay range which corresponds to the employee's seniority.

D. PAY ON LATERAL MOVEMENTS (TRANSFER WITHIN THE BARGAINING UNIT; AND REGRADE ON RECLASSIFICATION OR REALLOCATION TO THE SAME PAY RANGE)

The employee will retain his/her current base pay rate.

E. PAY ON RESTORATION AND REINSTATEMENT (ALL)

The employee's base pay will be set at a rate equal to the employee's last rate received in the position from which the employee's reinstatement eligibility or restoration right is derived, plus any intervening adjustments, subject to the maximum of the pay range.

F. PAY ON ACCRETION PURSUANT TO S. 230.15(1), WIS. STATS.: The employee will retain his/her current base pay rate from the accreted position, subject to the maximum of the pay range.

G. NURSE CLINICIAN CLASSIFICATIONS MINIMUM RATE

1. The minimum pay rate for employees in the classifications listed below will be grid level C.

a. Eligible Classifications

Nurse Clinician 2	38302
Nurse Clinician 3	38303
Nurse Clinician 4	38304
Nurse Clinician 2 Weekend	38862
Nurse Clinician 3 Weekend	38863

APPENDIX FD
2003-2005-2007 AGREEMENT
DUES AND FAIR SHARE DEDUCTIONS

SEIU District 1199W/UP Union Dues

Each member shall pay monthly an amount equal to two (2) times their hourly rate of pay multiplied by the full time equivalent (FTE) of record for their position, or \$12.00, whichever is greater.

Members who do not have an FTE associated with their position (ie. Because they work a minimum numbers of hours, or are considered “pool”, or their employer does not use the term FTE, etc.) will have their dues figured based upon the average number of hours per payroll period that they worked during the last quarter.

Some examples of how the dues formula works are as follows:

Hourly Wage	x	2	x	FTE*	=	Monthly Dues
\$10.00		2		.4		\$8.00
(this person’s dues would be the minimum of \$12.00)						
\$10.00		2		.6		\$12.00
\$10.00		2		1.0		\$20.00
\$12.00		2		.5		\$12.00
\$12.00		2		1.0		\$24.00
\$16.00		2		.4		\$12.80
\$16.00		2		.6		\$19.20
\$16.00		2		1.0		\$32.00
\$24.00		2		.5		\$24.00
\$24.00		2		1.0		\$48.00

*FTE means full time equivalent and is calculated to the nearest tenth with full time being equal to 1.0

Changes in your hourly wage and FTE of record will result in a change in your dues.

Inactive, unemployed or members-at-large may retain their membership with annual dues set at twenty-five dollars (\$25.00) per year.

Retired members have the option of joining the Retired Members Chapter with annual dues at six dollars (\$6.00) per year.

In the event that the membership of the Union changes the dues rate, the Union will provide the new dues rate to the Employer. The Employer will implement the new dues rate within thirty (30) days from receipt of the notice.

APPENDIX GE
Employing Units
AGENCY UNITS - MULTIPLE

The following agencies and independent boards have received approval to establish separate employing units within their agencies for one or more of the following personnel transactions: promotions, demotions, transfers, reinstatements, layoffs, or related personnel transactions.

Corrections

Health and Family Services

Public Instruction

Transportation

University of Wisconsin System

Veterans Affairs

Workforce Development

The employing units which the Administrator, Division of Merit Recruitment and Selection, has approved for each of the previously noted agencies, are listed on the following pages. The guidelines to follow when making interpretations regarding each agency’s employing units are in the right-hand “Notes and Interpretations” column. In addition, staff reductions or layoffs of non-represented employees will be made according to the smallest employing unit designated for each agency unless otherwise indicated in the “Notes and Interpretations” column. The following represent the agency units which employ members of the bargaining unit of SEIU District 1199W/UP. This list in no way precludes members from transferring their employment in the bargaining unit to other agency units not listed here.

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.000	Entire Department	Each numbered group represents a unit for layoffs, demotions, transfers, reinstatements, and other related personnel transactions except that the Department will be considered a single unit for all personnel transactions identified as Career Executive.
410.800	Secretary’s Office Office of Detention Facilities Office of Legal Counsel Office of Victim Services & Programs	The Department will be considered a single unit for purposes of promotions.
410.200	Division of Management Services Bureau of Finance and Administrative Services Bureau of Personnel and Human Resources Bureau of Budget Bureau of Technology Management	For layoffs, the following units listed under 410 are a single unit: 410.200, 410.300, 410.400, 410.500, 410.600, 410.800, and 410.900.

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.300	Division of Adult Institutions Bureau of Correctional Enterprises Bureau of Offender Classification & Movement Health Services	
410.321	Waupun Correctional Institution	
410.322	Green Bay Correctional Institution	
410.323	Taycheedah Correctional Institution	
410.324	Fox Lake Correctional Institution	
410.325	Columbia Correctional Institution	
410.326	Kettle Moraine Correctional Institution	
410.327	Oakhill Correctional Institution University Hospital Security Unit	
410.328	Dodge Correctional Institution	
410.329	Racine Correctional Institution Sturtevant Transitional Facility	
410.332	Oshkosh Correctional Institution (45 Correctional Officers 1-3 deployed at WRC)	
410.333	Jackson Correctional Institution	

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.334	Wisconsin Secure Program Facility – Boscobel	
410.335	Racine Youthful Offender Correctional Facility	
410.336	Redgranite Correctional Institution	
410.337	New Lisbon Correctional Institution	
410.338	Wisconsin Correctional Center System including: Black River, Drug Abuse, Flambeau, Gordon, Kenosha, Marshall E. Sherrer, McNaughton, Felmers O. Chaney, John C. Burke, Robert E. Ellsworth, Oregon, Sanger B. Powers, St. Croix, Thompson, Winnebago and the Milwaukee Women’s Correctional Center.	
410.341	Prairie du Chien Correctional Institution	
410.342	Stanley Correctional Institution Chippewa Valley Correctional Treatment Facility	
410.343	Milwaukee Secure Detention Facility	
410.371	Waupun Industrial Operations	
410.372	Green Bay Industrial Operations	
410.373	Fox Lake Industrial Operations	
410.374	Kettle Moraine Industrial Operations	
410.375	Columbia Industrial Operations	

DEPARTMENT OF CORRECTIONS (DOC)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
410.376	Oshkosh Industrial Operations	
410.377	Taycheedah Industrial Operations	
410.378	Racine Industrial Operations	
410.379	Oakhill Industrial Operations	
410.380	Jackson Industrial Operations	
410.381	Robert E. Ellsworth Industrial Operations	
410.382	Redgranite Industrial Operations	
410.500	Division of Community Corrections	
	Administration	
	Field Operations including Probation & Parole and Intensive Sanctions	
	Monitoring Center	
410.600	Parole Commission	
410.900	Division of Juvenile Corrections	
410.962	Ethan Allen School	
410.965	Lincoln Hills School	
410.966	Southern Oaks Girls School	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.810	Office of the Secretary Administrative Staff Office of Legal Counsel Office of Program Review & Audit	For this agency, each numbered group represents a unit for promotions, transfers, reinstatements, demotions or layoffs.
435.820	Division of Management & Technology Administrative Staff Bureau of Fiscal Services Bureau of Personnel & Employment Relations Bureau of Information Systems	
435.840	Office of Strategic Finance Administrative Staff Section of Budget Area Administration Section of Center for Delivery System Development Section of Tribal Affairs Section of Strategic Planning & Evaluation	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.100	Division of Public Health (includes Regional Offices) Administrative Staff Office of Operations Office of Public Health Improvement Bureau of Environmental Health Bureau of Occupational Health Bureau of Family & Community Health Bureau of Emergency Medical Services and Injury Prevention Bureau of Chronic Disease and Health Promotion Bureau of Communicable Diseases	
435.200	Division of Care & Treatment Facilities Division Staff Central Office Staff Institution Superintendents	
435.201	Mendota Mental Health Institute	
435.202	Winnebago Mental Health Institute	
435.203	Sand Ridge Secure Treatment Center	
435.205	Wisconsin Resource Center	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.216	Central Wisconsin Center for the Developmentally Disabled	
435.217	Northern Wisconsin Center for the Developmentally Disabled	
435.219	Southern Wisconsin Center for the Developmentally Disabled	
435.300	Division of Children and Family Services Administrative Staff Alliance for a Drug Free Wisconsin Bureau of Community and Family Development Bureau of Programs and Policies (includes Regional Offices) Bureau of Regulation and Licensing (includes Regional Offices)	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.310	Bureau of Milwaukee Child Welfare	
435.400	Division of Health Care Financing Administrative Staff (including Chief Medical Officers) Office of Management Services Bureau of Health Care Program Integrity Bureau of Health Care Systems and Operations Bureau of Health Care Eligibility Bureau of Health Information Bureau of Fee-For-Service Health Care Benefits Bureau of Managed Health Care Programs Bureau of Disability Determination	

DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
435.600	<p>Division of Supportive Living Disability and Elder Services</p> <p>Administrative Staff</p> <p>Bureau of Developmental Disabilities Services</p> <p>Bureau of Quality Assurance</p> <p>Bureau of Substance Abuse Services</p> <p>Bureau of Aging and Long Term Care Resources</p> <p>Bureau of Community Mental Health</p> <p>Governor's Committee for People With Disabilities</p> <p>State Independent Living Council</p> <p>Wisconsin Council/Developmental Disabilities</p>	
433.110	<p>For Administrative Purposes Only:</p> <p>Child Abuse & Neglect Prevention Board</p>	
436.130	Tobacco Control Board	

DEPARTMENT OF PUBLIC INSTRUCTION (DPI)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
255.100	Central Office – Madison Area	This Department will be considered a single unit for purposes of promotions.
255.335	Bureau of Educational Opportunity Programs	The Department will be considered a single employing unit for all personnel transactions for positions identified as Career Executive.
255.500	Education Services Program Deaf and Hard of Hearing – Delevan	Each numbered group represents an employing unit for layoffs, demotions, transfers, reinstatements, and other related personnel transactions except promotions.
255.600	Center for the Blind and Visually Handicapped - Janesville	

DEPARTMENT OF TRANSPORTATION (DOT)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
395.502	Office of the Administrator & Bureau of Driver Services Division of Motor Vehicles	

UNIVERSITY OF WISCONSIN SYSTEM (UW SYSTEM)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
271.100	University of Wisconsin System – System Administration	Each numbered group represents an employing unit for promotions, demotions, transfers, reinstatements, layoffs, and other personnel transactions.
272.200	University of Wisconsin Colleges	
272.201	UWC – Baraboo/Sauk County	
272.202	UWC – Barron County	
272.203	UWC – Fond du Lac	
272.204	UWC – Fox Valley	
272.205	UWC – Manitowoc County	
272.206	UWC – Marathon County	
272.207	UWC – Marinette County	

UNIVERSITY OF WISCONSIN SYSTEM (UW SYSTEM)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
272.208	UWC – Marshfield/Wood County	
272.209	UWC – Richland	
272.210	UWC – Rock County	
272.211	UWC – Sheboygan County	
272.212	UWC – Washington County	
272.213	UWC – Waukesha County	
272.214	UWC – Central Offices	
273.300	University of Wisconsin – Eau Claire	
274.350	University of Wisconsin – Extension	
275.400	University of Wisconsin – Green Bay	
276.450	University of Wisconsin – La Crosse	
277.650	University of Wisconsin – Oshkosh	
278.700	University of Wisconsin – Parkside	
270.750	University of Wisconsin – Platteville	
280.800	University of Wisconsin – River Falls	
281.850	University of Wisconsin – Stevens Point	
282.900	University of Wisconsin – Stout	
283.925	University of Wisconsin – Superior	
284.950	University of Wisconsin – Whitewater	

UNIVERSITY OF WISCONSIN SYSTEM (UW SYSTEM)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
	University of Wisconsin – Madison	
285.552	State Laboratory of Hygiene	
285.553	Medical School (including Psychiatric Institute)	
285-554	School of Nursing	
285.556	School of Pharmacy	
285.557	University Health Services	
	University of Wisconsin – Milwaukee	
286.603	Division of Student Affairs	
	UWM Children’s Center	
	Student Health	
	Student Life	

DEPARTMENT OF VETERALS AFFAIRS (DVA)

EMPLOYING UNIT ID NO.	UNIT DESIGNATION	NOTES & INTERPRETATIONS
485.100	Central Office – Madison and Milwaukee	Each numbered group represents a unit for promotions, demotions, transfers, reinstatements, or layoffs.
485.200	Veterans Home – King	
485.300	Veterans Home – Union Grove	
485.400	Educational Approval Board	

APPENDIX HE

2003-2005-2007 AGREEMENT

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Adjusted Continuous Service	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

BARGAINING TEAM FOR THE STATE OF WISCONSIN

Kathy Kopp Michael Soehner, Chief Spokesperson	Office of State Employment Relations
Lynn Wieser, Deputy Spokesperson	Office of State Employment Relations
John Vincent	Office of State Employment Relations
Lynn Maulbetsch	Office of State Employment Relations
Judy Burke	Office of State Employment Relations
Diane Siegler	Office of State Employment Relations
Jim Billings	Department of Health & Family Services
Beth Dittmann	Department of Health & Family Services
Frances Dujon-Reynolds	Department of Health & Family Services
Lori Fuller Jason Beier	University of Wisconsin System Administration
Ginny Richert	University of Wisconsin System Administration
Cynthia Thorpe	Department of Corrections
Chris Wrolstad	Department of Veterans Affairs – King
<u>Julie Babler</u>	<u>Department of Corrections</u>
<u>Sandy Mosler</u>	<u>Department of Veterans Affairs-King</u>
<u>Neal Spranger</u>	<u>Department of Veterans Affairs-King</u>

**BARGAINING TEAM FOR
UNITED PROFESSIONALS FOR QUALITY HEALTH CARE**

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