AGREEMENT

BETWEEN

THE STATE OF WISCONSIN

and the

WLEA

WISCONSIN
LAW ENFORCEMENT
ASSOCIATION

~~June 7, 2008 – June 30, 2009~~

- June 30, 2015

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AGREEMENT

This Agreement, made and entered into this ~~seventh day of June, 2008~~, at Madison, Wisconsin, pursuant to the provisions of s. 111.80-111.97, Wis. Stats., by and between the State of Wisconsin and ~~its Agencies~~the Department of Transportation (hereinafter referred to as the Employer), represented by the Office of State Employment Relations; and the Wisconsin Law Enforcement Association, and its appropriate affiliated local~~s~~ (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 s. 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.

ARTICLE I

SCOPE OF THE AGREEMENT

1/1/1 This Agreement relates only to State Patrol Troopers and State Patrol Inspectors who are classified public safety employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by~~the Wisconsin Employment Relations Commission Certification Case 658 No. 64124 SE-107 Decision No. 31195-A dated March 10, 2005~~Section 111.81(15r), Wis. Stats., "Public safety employee" means any individual under s.40.02 (48) (am) 7. or 8.

1/1/2 This Agreement recognizes the bargaining unit. Each provision of this Agreement applies to the entire bargaining unit unless specified otherwise. The coverage of this Agreement shall be extended by the parties when mutually agreed to by the Employer and the Union to include employees in the classified service of the State of Wisconsin represented by the Wisconsin Law Enforcement Association as certified by the Wisconsin Employment Relations Commission.

ARTICLE II

RECOGNITION AND UNION SECURITY

Section 1 Bargaining Unit

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

2/1/2 Classifications

~~DMV Field Agent~~	~~11*~~
~~DMV Field Agent Advanced~~	~~13*~~
~~DMV Field Agent Examiner~~	~~14*~~
~~DMV Field Agent Lead~~	~~15*~~
~~Police Communications Operator~~	~~42~~
~~Police Detective~~	~~41~~
~~Police Officer~~	~~40~~
State Patrol Inspector	40
State Patrol Trooper	40
~~Transportation Customer Rep. 1 – Field~~	~~9**~~
~~Transportation Customer Rep. 2 – Field~~	~~10**~~
~~Transportation Customer Rep. 3 – Field~~	~~11**~~
~~Transportation Customer Rep. 4 – Field~~	~~12**~~
~~Transportation Customer Rep. Field – Exam.~~	~~13**~~
~~Transportation Customer Rep. – Field – Lead~~	~~14**~~

~~*Effective January 4, 2009~~
~~**Abolished effective January 4, 2009~~

2/1/3 Employees excluded from these collective bargaining units are all general ~~office professional~~, sessional, confidential, limited term, project, management, and supervisory ~~and building trades craft~~ employees. All employees covered by this Agreement are in the classified service of the State of Wisconsin as listed in the certifications by the Wisconsin Employment Relations Commission as set forth in this Section.

2/1/4 The parties will review all deletions of existing classifications from the bargaining unit as well as all new classifications relating to the bargaining unit and, if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

Section 2 Dues Deduction

2/2/1 Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union. A list of all employees from whose pay dues have been deducted shall be sent to the WLEA.

2/2/2 Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the local Union.

2/2/2A Dues shall be deducted each pay period (biweekly). The local Union will notify the Office of State Employment Relations of its intent to change from the current deduction method and will provide the amount and frequency of the new deduction.

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

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

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

2/2/6 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

Section 3 Bulletin Boards

2/3/1 The Employer shall provide bulletin boards at locations mutually agreed upon for use by the local Unions to enable employees of the bargaining unit to see notices posted thereon. Such mutual agreement shall be arrived at locally. The normal size of new bulletin boards will be eight (8) square feet. The Employer will maintain bulletin boards for employees now represented by WLEA and they need not conform to the normal size. In the event any new bulletin boards are mutually agreed upon, the Employer shall pay fifty percent (50%) and the Union shall pay fifty percent (50%) of the cost of such new boards. All notices shall be posted by the President of the local Union or his/her designee and shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

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

G. Reports of Union standing committees;

H. Any other material authorized by the Employer or his/her designee and the President of the local Union or his/her designee; and,

I. Official Union publications.

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

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

Section 4 Personnel Transactions

2/4/1 The Employer will furnish the Treasurers of the local union~~s~~ a list of dues check off information affecting employees in the units covered by this Agreement. This information will be included with the dues checks received from the payroll department on a bi-weekly basis including "C" payroll periods and will include the following information:

A. employee name;
B. classification (old, new);
C. work telephone number;
D. amount of dues deducted;
E. effective date of dues deduction;
F. "add" if new employee;
G. "C" to indicate a change in employee information.

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

2/4/3 Notwithstanding the provisions of §19.31-19.36 and 230.13 Wis. Stats. and any applicable Federal laws, the Employer will not release any information relating to the names, addresses, classifications, social security numbers, home addresses or home telephone numbers of employees covered by this Agreement to labor unions, labor organizations, local unions or the press except for WLEA and the local union treasurer for the purpose of local membership list, unless required to do so by the Wisconsin Employment Relations Commission or a court of law. The Employer will notify the Union of any lists provided under this Section. This section does not preclude the Employer from providing such information about an individual employee when requested by financial institutions or other businesses and the employee consents.

Section 5 Union Activity

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

Section 6 Union Conventions, Educational Classes and Bargaining Unit Conferences

2/6/1 Conventions

Duly elected Union delegates or alternates to the annual conventions of the Wisconsin Law Enforcement Association convention shall be granted time off, without pay, not to exceed a total of five (5) workdays annually to attend said convention. Local 1 will have a maximum of forty five (45) bargaining unit delegates. ~~Local 2 will have~~

~~a maximum of fifteen (15) bargaining unit delegates. Local 3 will have a maximum of thirty (30) bargaining unit delegates.~~

2/6/2 If the WLEA becomes affiliated with any national or international organization, the WLEA duly elected delegates shall be granted time off without pay, not to exceed a total of ten (10) workdays to attend the conventions sponsored by the organization(s). This provision shall expire with the expiration of the ~~05-07~~13-15 Agreement unless the parties mutually agree to extend the provision.

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

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

2/6/5 Educational Classes

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

A. Local 1 – Fifteen (15) total [Two (2) employees per State Patrol region plus five (5) table officers or designee(s). It is recognized that the five (5) table officers or designee could result in the restriction of two (2) per State Patrol region to be exceeded.]

~~B. Local 2 – Five (5)~~

~~C. Local 3 – Five (5)~~

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

2/6/7 Bargaining Unit Conferences

Attendance at bargaining unit conferences covered by this Section shall be limited to the regularly scheduled bargaining unit conferences held once each fiscal year over the duration of the Agreement. Local 1 will have a maximum attendance of ten (10) bargaining unit members. ~~Local 2 will have a maximum attendance of six (6) bargaining unit members. Local 3 will have a maximum attendance of eight (8) bargaining unit members.~~ This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance written notice of the employee's intention to attend such function.

2/6/8 Schedule Changes

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

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

Section 7 Printing of Agreement

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

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

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

2/8/1 Local Union officers and stewards shall be granted time off without pay to attend local Union meetings, monthly steward meetings, and monthly local union executive board meetings, upon advance notice to his/her immediate supervisor. Local 1 ~~and Local 2~~ shall give four (4) weeks advance notice of their meeting dates. The Employer recognizes that there may be circumstances that cause Local 1 ~~or Local 2~~ to meet with less than four (4) weeks notice. If those circumstances occur, the local will provide the Employer with as much notice of the meetings as possible.

~~**2/8/1A** Local 3 shall give twelve (12) weeks advance notice of their meeting dates. The Employer recognizes that there may be circumstances that cause Local 3 to meet with less than twelve (12) weeks notice. If those circumstances occur, the local will provide the Employer with as much notice of the meetings as possible.~~

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

2/8/2 Schedule Changes

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

Section 9 Telephone, E-mail and Fax Use

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

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

2/9/3 Local Union officers and stewards may use their existing state assigned E-mail for conducting Union business only as authorized under the Agreement. Such use shall be in compliance with 2/5/1. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. This provision does

not obligate the Employer to expand E-mail access nor limit the Department of Transportation ~~agencies~~ from developing or modifying their own policies and procedures for E-mail use.

Section 10 Mail Service

2/10/1 The Local Union~~s~~ 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 their respective locals. The Local Union~~s~~ shall be allowed to use intra-institutional mail service (if available). Such mailings must be of a reasonable size and volume and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings

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

G. Reports of Union Standing Committees

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

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

Section 11 Visitations

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

Section 12 Executive Board of WLEA

2/12/1 WLEA will furnish to the Office of State Employment Relations, Bureau of Labor Relations, in writing, the names, departments, and local Union designation of elected members of the Executive Board within five (5) days after election to the Executive Board. Notification of any changes in the membership of the Executive Board shall be made in writing to OSER within five (5) days after such change. Duly elected members of the Executive Board of WLEA [not to exceed a total of fifteen (15) employees] shall be granted time off without pay to attend the regular monthly meeting and no more than six (6) special meetings of the Executive Board each calendar year. Such members will give their immediate supervisors seven (7) days advance written notice of the intended absence.

Section 13 Loss of Benefits

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

2/13/2 Employees on leave of absence without pay shall continue to earn vacation and sick leave for time spent in authorized union activities contained in Article II, Section 12 (Executive Board) and for contract negotiations meetings with the Employer.

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

2/13/4 The Union shall be allowed to prepay the retirement contributions for employees (at differing rates for employees in general or protective occupations) who are on leaves of absence without pay for contract negotiations. The contribution for an employee shall be based on the compensation the employee would be deemed to have been paid (at their then current base rate of pay) for the time during which the employee would be on a leave of absence without pay for contract negotiations. If the Union chooses to prepay said retirement contributions, it shall be obligated to prepay both the employee's and the Employer's contribution. There shall be one prepayment for the entire period of contract negotiations.

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

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

Section 14 Local Union Orientation

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

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

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

ARTICLE III

MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1 Definition

4/1/1 A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement.

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

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

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

Section 2 Grievance Steps

4/2/1 Pre-Filing: When an employee(s) and his/her Local Union representative become aware of circumstances, other than disciplinary actions, that may result in the filing of a Step One grievance, it is the intent of the parties that, prior to filing a grievance, the Local Union representative will contact the immediate supervisor of the employee to identify and discuss the matter in a mutual attempt to resolve it. With mutual agreement, the parties may waive the pre-filing to a higher level authority to resolve the issue. The parties are encouraged to make this contact by telephone. The State's long distance provider will be used whenever possible. Both parties will provide any and all documents available, if requested, at the pre-filing step.

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

4/2/3 The Employer representative at any step of the grievance procedure is the person responsible for that step of the procedure. However, the Employer may find it necessary to have an additional Employer representative present. The Union shall also be allowed to have one additional Local Union representative present in non-pay status. Only one (1) person from each side shall be designated as the spokesperson. By mutual agreement, additional Employer and/or Union observers may be present.

4/2/4 All original grievances must be filed in writing at Step One or Two, as appropriate, promptly and not later than thirty (30) calendar days from the date the grievant first became aware of, or should have become aware of, with the exercise of reasonable diligence, the cause of such grievance. Once the pre-filing contact under 4/2/1, above, has been made, the Union need not wait for the Employer's response prior to filing a Step One grievance.

4/2/5 Step One: Within twenty-one (21) calendar days of receipt of the written grievance or within twenty-one (21) calendar days of the date of the supervisor contact provided for in 4/2/1, whichever is later, the designated agency representative will schedule a hearing with the employee and Local Union representative and respond to the Step One grievance. ~~By mutual agreement of the parties,~~ For grievances that involve contract language and letters of

reprimand, the parties~~ are encouraged to ~~, whenever possible, will hold grievance hearings by telephone or video conferencing. The State's long distance provider will be used whenever possible.

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

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

Time Limits

4/2/8 Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within the designated time limits of the appropriate step of the procedure. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

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

4/2/10 Arbitrations for discharge cases will be heard within one (1) year from the date of appeal to arbitration. This time limit may be extended by mutual agreement of the parties.

Section 3 Arbitration Panel Procedures

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

4/3/2 Where two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator from the panel shall be appointed for each grievance. Where the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Employer. Where the grievance is upheld in part and denied in part by the arbitrator, the fees and

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

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

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

4/3/5 If briefs are to be filed, both parties shall file their briefs within thirty (30) days from the date of their receipt of the transcript. This time limit may be extended if mutually agreed by the two parties.

4/3/6 The decision of the arbitrator will be final and binding on both parties of this Agreement. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and 230.36 hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases, the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed.

Section 4 Retroactivity

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

Section 5 Exclusive Procedure

4/5/1 The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 Number of Representatives and Jurisdictions

4/6/1 WLEA shall designate a total of up to sixty- five (65) grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/2 Each Local union shall designate their grievance representatives for each region~~, district, or campus~~.

A. When a grievance representative is requested, the Local's closest grievance representative in the same region~~, district, or campus~~ shall provide grievance representation.

B. If no grievance representative is available from the employee's local in the same-region~~, district, or campus~~, the employer will contact the local chief steward or chapter vice president who will try to find a local grievance representative located from the nearest region~~, district, or campus,~~ where a designated union representative is located, or as mutually agreed otherwise. If no local grievance representative is found by the local

chief steward or chapter vice president within 24 hours of notification, the employer may find a grievance representative from ~~other locals within the~~another region~~, district, or campus~~.

C. It is the intent of the employer and the union to minimize the loss of work time and travel in the provision of grievance representation.

4/6/3 Each local Union or each chapter of the~~a~~ statewide local Union may appoint one chief steward whom the designated grievance representative of the local or chapter may consult with by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

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

Section 7 Union Grievances

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

Section 8 Processing Grievances

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

4/8/2 Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to investigate and process grievances from pre-filing through Step Three (including consultations) in their jurisdictional areas during their regularly scheduled hours of employment. Only one designated grievance representative will be permitted to process any one grievance without loss of pay as above. Further, in a group grievance, only one grievant, appearing without loss of pay, shall be the spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employees covered by the grievance.

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

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

4/8/5 The Pre-Filing Step and Step One of the grievance procedure will be held on the grievant's and the grievant's representative's work time if the work time is on the same or overlapping shift. It is understood that the grievance time limits may have to be extended to accommodate this provision and that work schedules need not be changed.

4/8/6 The Employer is not responsible for any compensation of employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Section 9 Discipline

4/9/1 The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate corrective disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause may appeal a demotion, suspension or discharge taken by the Employer beginning with the Second Step of the grievance procedure. A grievance in response to a written reprimand shall begin at the step of the grievance procedure that is appropriate to the level of authority of the person signing the written reprimand, unless the parties mutually agree to waive to the next step. Any letter issued by the department to an employee will not be considered a written reprimand unless a work rule violation is alleged or it is specifically identified as a letter of reprimand.

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

4/9/3 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 discipline 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.

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

4/9/5 Supervisors and managers should provide formal written notice of disciplinary actions to employees as soon as possible after the decision to discipline is made and announced to the employee. If there should be some unforeseen administrative problems that deter the processing of the official notice, the employee should be advised accordingly.

4/9/6 When an employee has been formally notified of an investigation, and the Employer concludes no discipline will be taken at the present time, the employee shall be so advised. If a Union representative was present during the investigation, the Union representative shall also be advised. Such notification shall be provided in a timely manner.

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

4/9/8 The Employer agrees that when a written notice of suspension with pay or administrative leave with pay, pending an Employer investigation is sent to an employee, a copy of the notice will also be provided to the Local Union President or his/her designee.

4/9/9 Where the Employer provides written notice to an employee of a pre-disciplinary meeting, and the employee is represented by a WLEA grievance representative, the Employer will provide a copy of such notice to the local union. The Employer will continue current practices.

4/9/10 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and placed in the employee's personnel file(s), and shall not be used as a step in the progressive discipline process.

Section 10 Exclusion of Probationary Employees

4/10/1 Notwithstanding Section 9 above, the retention or release of probationary employees shall not be subject to the grievance procedure except those probationary employees who are released must be advised in writing of the reasons for the release and do, at the discretion of the Wisconsin Employment Relations Commission, have the right to a hearing before the WERC.

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

Section 11 Pay Status of Arbitration Witnesses

4/11/1 When an employee is subpoenaed by either party in an arbitration case that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work providing the testimony given is related to his/her job function or involves matters he/she has witnessed while performing his/her job and is relevant to the arbitration case. A subpoenaed employee who appears during his/her non-scheduled hours of work shall be guaranteed an appearance fee equivalent to the hourly rate of the employee for two (2) hours or all hours testifying at the hearing, whichever is greater.

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

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

Section 12 Special Arbitration Procedures

4/12/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in Subsection 4/3/1-6 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/3/1-6. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by WLEA and the Office of State Employment Relations for both of these procedures during the term of the contract.

A. Expedited Arbitration Procedure

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

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

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

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

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

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

7. Representatives of OSER and WLEA shall mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

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

2. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

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

4. Whenever possible, the 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.

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

6. The arbitrator will render a final and binding decision on each case at the end of each case or at the end of the day on the form provided. The arbitrator may deny, uphold or modify the action of the Employer.

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

Section 13 Concentrated Performance Evaluation

4/13/1 Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be

explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/13/2 After an employee has been placed on a concentrated performance evaluation program and has received written notice of a possible termination or other disciplinary action, a designated grievance representative, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the grievance representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

ARTICLE V

SENIORITY

Section 1 General

5/1/1 Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their date of accretion into state service unless the legislation or the Executive Order causing such accretion specifies differently. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

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

5/1/3 Where within five (5) years of resignation or discharge an employee is rehired, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of separation during which he/she was not an employee of the state, except when an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall reclaim his/her original date of employment for the computation of seniority.

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

5/1/4~~5~~ ~~(State Patrol Troopers and Inspectors Only)~~ In the event two employees have the same seniority date, seniority of the one against the other shall be determined by first academy class ranking with the person having the higher ranking considered to have greater seniority.

Section 2 Seniority Information

5/2/1 The Employer agrees to provide ~~all~~the local union~~s~~ with two seniority lists. One list shall be by local union, employing unit, classification, and employee name by seniority with date of birth and mailing address. The second list shall be by local union, employing unit, classification, and employee name by alphabetical listing with date of birth and mailing address. These lists shall be provided on a semi-annual basis. Employees shall have thirty (30) calendar days from the date the list is provided to the local Union officer to correct errors except that in cases of layoff the time available for correction of errors shall be the life of the list.

ARTICLE VI

HOURS OF WORK

Section 1 Scheduling

6/1/1 Work Schedules

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

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

6/1/3 This section shall be amended in accordance with agreements reached pursuant to the provisions of Article X, Section ~~2~~4.

6/1/4 Scheduling of Overtime

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

6/1/5 Scheduling of extra hours, whenever scheduled extra hours are required, the Employer will, whenever practicable, assign such scheduled extra hours, non-premium rate time work among those included employees in that classification assigned to the work unit, who are less than full time, who normally perform the work involved, by seniority on a rotating basis, unless mutually agreed otherwise.

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

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

6/1/8 Scheduled overtime work is defined as any overtime work which the Employer knew would be necessary twenty four (24) hours or more in advance of the overtime work.

6/1/9 Unscheduled overtime work is defined as any overtime work for which the need is known less than twenty four (24) hours in advance of the work.

6/1/10 The Employer agrees that for those staff who are on duty during the shift in which daylight saving time goes into effect, they will be permitted to use one (1) hour of their paid leave (excluding sick leave), unpaid leave or

to work one additional hour at the beginning or end of their shift as scheduled by management in order to achieve their normal number of shift hours.

6/1/11 Paid leave time hours will not be downed for purposes of determining hours worked and overtime obligations of the Employer under this Article.

6/1/12 Except for emergencies, no full-time employee shall be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hrs. total, unless mutually agreed to otherwise pursuant to Article 10/2.

6/1/13 Employees serving a suspension without pay will not be excluded from the opportunity to work additional hours on days during the work week other than the specified days of suspension.

Section 2 Overtime

6/2/1 Definitions

A. Overtime: Time that an employee works in excess of forty (40) hours per workweek.

B. Workweek: A regularly reoccurring period of one hundred sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods.

C. Work Time:

1. All hours actually spent performing duties on the assigned job.

2. Travel time required by the Employer:

a. Travel between job sites before, during or after the regular workday.

b. Travel from a designated meeting place, to receive instructions or to pick up tools, to the job site. This section shall not apply to persons paid to carry tools in their vehicles or to meetings solely for the purpose of riding together to a job site.

c. When an employee is directed to work at a worksite other than the assigned headquarters, and leaves from home, the employee will be in pay status for the time spent traveling to the worksite that exceeds the distance between the employee's place of residence and his/her assigned headquarters.

d. Troopers and Inspectors who are assigned a take home vehicle will, during travel time to/from their assigned work sector/site and their place of residence, be in work status for the following occurrences:

(1.) Response to emergency situations,

(2.) Motorist assistance when the vehicle is occupied on the roadway,

(3.) Enforcement action taken in response to traffic violations or unsafe equipment violations,

(4.) Reception of instructions, and/or directions from the Employer,

(5.) Performance of job duties expected of a sworn Law Enforcement Officer,

(6.) Necessary vehicle maintenance required by the Employer.

The above points may be changed, deleted or modified through statewide local negotiations, with mutual agreement of both parties, pursuant to 10/2.

3. Rest Periods: Taken in accordance with Section 4 of this Article.

4. Meal Periods:

a. Period less than thirty (30) minutes.

b. Where an employee is not relieved of his/her post, station or duty.

6/2/2 Eligibility for Overtime Credit

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

Riot Duty: Providing specific funds have been allocated for this purpose, law enforcement personnel called in for riot duty shall receive premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per workweek. If the Employer is unable to meet the requirements of this section due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

6/2/3 Overtime Compensation

A. Compensatory Time

1. Regular Rate: The amount of compensatory time earned shall equal the amount of actual hours worked in excess of forty (40) hours per workweek.

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

B. Cash Payment

1. Regular Rate: The employee's rate per hour including any applicable supplemental pay.

2. Premium Rate -- One and one-half (1 1/2) times the employee's regular rate.

6/2/4 Pyramiding

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

Section 3 Compensatory Time

6/3/1 Scheduling of Compensatory Time

Non-FLSA compensatory time earned by an employee shall be used prior to layoff or January 1, whichever comes first. When compensatory time credits have been earned by an employee for overtime work or work on a holiday, this accrued time shall be used prior to seasonal layoff or January 1, whichever comes first. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the employee may carry such credits into the first four months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1 of that year. The Employer will accommodate employee requests for compensatory time usage unless such requests will unduly disrupt operations, however, accrued compensatory time in excess of sixty (60) hours may be scheduled at the convenience of the Employer. For

seasonal employees only, all accrued compensatory time shall be used at times and in amounts most desired by the employee, unless the use of such time is unduly disruptive of the agency's operation.

6/3/2 Employees not covered by the Fair Labor Standards Act shall have the right to take earned compensatory time for overtime. At the Employer's discretion, the employee may be paid in cash for unused compensatory time credits. If cash is not paid the employee shall carry such time until May 1 of the following year. Unused compensatory time credits shall then be paid in cash at the employee's current hourly rate.

6/3/3 Where overtime reports exist or computerized reports can be produced without additional cost to the Employer, the Employer shall provide upon request of the Local Union President, a biweekly report of the overtime hours worked and which employees worked the overtime. This report shall be given to the steward in the area or to the local Union president as the local Union designates.

Section 4 Rest Periods

6/4/1 All employees shall receive one (1) fifteen (15) minute rest period during each 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. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

Section 5 Meal Periods

6/5/1 No employee shall be required to take more than one (1) hour as a meal period; however, this shall not be construed to interfere with the Employer's right to schedule employees to work split shifts.

Section 6 Call-Back Time

6/6/1 Employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours pay or four (4) hours of work. Once the employee has reported to the worksite, if management determines the need for call-back no longer exists, the employee has the option to elect two (2) hours pay or four (4) hours work.

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

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

Section 7 Court Appearances

6/7/1 In those instances where a law enforcement officer is scheduled to appear in court on his/her off duty time and has been notified of cancellation of the court appearance less than twenty-four (24) hours prior to such appearance, the employee will be credited with three and one-half (3 1/2) hours pay at the employee's regular rate of pay.

Section 8 Alternative Work Patterns

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

6/8/2 Flexible time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. The determination of core hours is a subject of local negotiations pursuant to Article 10/~~2~~4/~~2~~1.

6/8/3 Permanent part-time employment means employment of a continuous, recurring nature that requires the service of an employee for six hundred (600) hours or more on an annual basis.

6/8/4 Job sharing means coordinated permanent or project part-time employment involving two (2) or more persons sharing the same duties and responsibilities of a full-time budgeted position.

6/8/5 The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments. Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Employer and the Union.

6/8/6 Mutual agreement can be reached on the local level or at the appropriate division or department labor-management meeting. If an OSER/WLEA statewide meeting to discuss alternative work patterns is scheduled, the Union shall be allowed two (2) representatives without loss of pay. Nothing in this Section shall infringe upon management's ability to ensure adequate coverage for operational requirements.

6/8/7 Where not in conflict with the FLSA, agreements may be reached under this section which result in employees working non-standard workweek(s) which provide for a work schedule of more than forty (40) hours in one week of each pay period and less than forty (40) hours in the other week of said pay period. In instances of non-standard workweek(s), overtime will be defined as work in excess of eighty (80) hours in a biweekly pay period, in lieu of the standard definition which defines overtime as time that an employee works in excess of forty (40) hours per workweek.

ARTICLE VII

TRANSFERS

Section 1 Waiver

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

Section 2 Transfer Within Employing Units

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

7/2/2 At the sole discretion of the Employer, an employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

Section 3 Additional Procedures

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

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

Where no interview is conducted, upon request, the Employer will provide additional information (e.g., vacation schedules, vacation scheduling policies and shift information) about the position, if available.

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

7/3/4 Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer. To expedite the hiring process, the employee is encouraged to contact the Employer as soon as a decision is reached to accept or decline the offer.

7/3/5 In the event the most senior employee is not selected to fill the vacancy, the Employer shall notify the affected employee(s) in writing of the reason(s) within thirty (30) days. Failure to provide such notice shall not constitute grounds for reversal of any personnel transactions.

7/3/6 Whenever a vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article X, Section 4 of this Agreement. A period of five (5) calendar days shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

Section 4 Secondary Selection Procedures

A. Transfer Between Employing Units

7/4/1 In the event that the vacancy is not filled by transfer of an employee under the provisions of Section 1 of this Article, the Employer may recruit to fill the vacancy in accordance with Wisconsin Statutes while considering transfers across employing units within the same agency as the vacancy. The Employer shall select the senior employee from interested qualified employees from other employing units of the agency following the seniority requirements of Section 1 of this article provided the senior employee's qualifications for the position are substantially equivalent to or greater than those of other candidates seeking the position. In determining qualifications, the Employer shall not be arbitrary or capricious but shall consider training, education, sworn law enforcement experience, skills, ability and performance. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

7/4/2 At the sole discretion of the Employer, an employee who has transferred between employing units of the same agency, may be permitted to return to his or her previous position if the employee makes a written request to the original Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

B. Transfer Between Agencies

7/4/3 An employee who transfers between agencies outside the provisions of this labor agreement and is placed on a permissive probationary period will have the right to return to his/her original position if available, or one of like nature for which the employee is qualified, if the employee's permissive probation is terminated by the Employer prior to completion. If no vacancy exists, the provisions of Article VIII (Layoff) will be invoked.

C. Pay on Transfer

7/4/4 An employee whose pay is over the maximum of the pay range to which his/her classification is assigned ~~and has been "red circled" and who has transferred to a different position in the same classification whether within his/her agency or between agencies~~ shall retain his/her ~~"red circle"~~ rate, subject to the provisions of Appendix #~~C~~B of this Agreement.

Section 5 Definition of Permanent Vacancy

7/5/1 For purposes of this Article, a permanent vacancy is created:

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

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:

1. terminations,
2. transfers out of the bargaining unit,
3. promotion or demotion,
4. resignation, and
5. retirement;

C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification series ~~in the same salary range~~ and determines that the vacated position is to be filled, such position shall be subject to the provisions of Section 1 of this Article;

D. Transfers within the bargaining unit resulting from either A., B., or C., above.

Section 6 Limitations

7/6/1 A. Except as mutually agreed otherwise, the applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy.

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

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

D. In cases of involuntary transfers, the Employer will reimburse employees in accordance with s. 20.917, Wis. Stats.

Section 7 Priority of Transfer Rights

7/7/1 It is expressly understood that transfer rights under 7/2/1 supersede restoration or reinstatement rights under Article VIII.

Section 8 Interviews

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

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

ARTICLE VIII

LAYOFF PROCEDURE

Section 1 Application of Layoff

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

A. Temporary layoff of less than twenty (20) consecutive calendar days, unless the parties mutually agree to apply all or part of the procedures to such situations. Where volunteers in the work unit are considered, seniority shall be a consideration; 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 unless the parties mutually agree to apply all or part of the procedures to such situations.~~

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

~~**8/1/3** When the Employer is aware more than five (5) days in advance of the need for a specific seasonal layoff, the Employer shall provide the affected employee(s) five (5) days notice of such layoff.~~

Section 2 General Layoff Procedures

8/2/1 An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral or counterpart vacancy within their current agency~~ 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. WLEA will be notified of employees who have received written notice of being at risk of layoff.

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

A. Layoff shall be by employing unit within the bargaining unit.

B. Layoff shall be by class as set forth in job specifications.

C. Employees within the employing unit within the same class series shall be ranked by seniority as defined in Article V, Section 1 with the least senior employee laid off first, except that the appointing authority may exercise one of the following two options:

1. The appointing authority may layoff out of line of seniority to maintain a reasonable affirmative action program or where there is a demonstrable need for special skills. The appointing authority shall provide the Union and the employees affected with information relating to the exercise of these exemptions if so requested.

2. The appointing authority may exempt five percent (5%) of the employees within an employing unit within the same class series from the layoff procedure; however, such five percent (5%) shall not be less than one person. Such exemption shall not be arbitrary and capricious.

D. With the agreement of the appointing authority, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee with the guarantee that the appointing authority will not challenge the more senior employee's eligibility for unemployment compensation, unless that employee, at a later point in time, refuses a reasonable offer of re-employment.

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

Section 3 Notice of Layoff

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

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

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

Section 4 Reduction in Hours

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

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

Section 5 Employee Options Upon Notification of Layoff

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

8/5/2 Transfer in Lieu of Layoff:

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

A. Within the Agency~~/Campus~~:

1. The employee shall be afforded the opportunity to transfer laterally to permanent vacant positions in the same class series in any employing unit within the agency~~/campus~~ in accordance with the provisions of Article VII, Section 3.

2. The employee may file a request for transfer with any employing unit in the agency~~/campus,~~ and with approval of the appointing authority, may be appointed to any permanent vacancy in any other class for which he/she meets the necessary qualifications in the same or counterpart pay range as the position occupied at the time of notification of layoff.

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

8/5/3 Layoff:

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

A. Bumping:

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

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

3. With the approval of the Employer, a more senior employee who is otherwise eligible under Subsection A./1. may volunteer to bump in lieu of a less senior employee, if that election would not result in the layoff of a different employee in the class to which she/he would bump than if the election did not occur.

B. Voluntary Demotion 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 class in a lower pay range in which the employee had never attained permanent status in class. With the approval of the Employer, the employee may voluntarily demote in lieu of layoff to a vacant permanent position for which he/she is qualified.

C. Separation:

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

Section 6 Restoration

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

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

~~**8/6/3** Other Agencies/Campuses: An employee who has received an official notice of layoff or is separated from the service due to layoff under this Article may file a request with any other agency/campus and shall be appointed to any permanent vacancy in the same class from which he/she was laid off if he/she meets the necessary qualifications for the job. When more than one employee requests restoration under this subsection to the same vacancy, the employee selected to fill the vacancy shall be the employee with the most seniority. Also see 8/11/1.~~

8/6/4~~3~~ The employee's right to restoration shall exist for a period of five (5) years from the date of layoff or until he/she is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employee was originally laid off, whichever occurs first.

Section 7 A Reasonable Offer

8/7/1 A reasonable offer of restoration or reinstatement is defined as an offer of a job:

A. Where the position is one which the employee would be qualified to perform after customary orientation provided to new workers in the position, and

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

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

D. Where 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.

E. An offer of limited term employment or project-project employment shall not constitute a reasonable offer under the provisions of Article VIII, Section 8.

Section 8 Reinstatement

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

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

Section 9 For Informational Purposes

8/9/1 Employees restored or reinstated to an employing unit or agency~~/campus~~ other than the one from which they were laid off may be placed on permissive probation at the discretion of the Appointing Authority.

Section 10 Employing Units

8/10/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator of the Division of Merit Recruitment and Selection and the head of the agency~~(ies)/campus(es) involved~~, or their designee(s), regarding such change in employing unit(s).

Section 11 Priority of Article VII and Article VIII Rights

8/11/1 When a permanent vacancy occurs and more than one employee is otherwise eligible to fill the vacancy pursuant to the terms and limitations of Article VII and Article VIII of this Agreement, the vacancy shall be filled in accordance with the priorities set forth by the following categories, with transfer under Article VII, Section 1 accorded the highest priority of all.

A. Transfer within the employing unit (7/2).

B. Restoration within the employing unit by seniority (8/6) and bumping to a vacancy (8/5/3A). Within this category the most senior employee will fill the vacancy.

~~C. Transfer between employing units of the agency/campus (7/4/1).~~

C~~D~~. Employees who seek voluntary demotion in lieu of layoff under (8/5/3/B), shall be given equal consideration at each level of the process along with the other certified candidates for the vacancy provided they meet the qualifications.

D~~E~~. Restoration within the agency~~/campus~~ by seniority (8/6/2).

~~F. Restoration between agency/campus by seniority (8/6/3).~~

E~~G~~. Reinstatement within the agency~~/campus~~ (8/8/1) with equal consideration along with the other certified candidates for the vacancy provided they meet the qualification.

F~~H~~. Reinstatement between agencies~~/campuses~~ (8/8/1) with equal consideration along with the other certified candidates for the vacancy provided they meet the qualification.

G~~I~~. In accordance with other provisions of this Agreement and the Wisconsin Statutes.

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

Section 12 Definition of Permanent Vacancy

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

A. when the Employer decides to fill a new position, or

B. when any of the following personnel transactions take place and the Employer decides to replace the previous incumbent:

1. Termination,
2. Transfer,
3. Promotion,
4. Demotion,
5. Resignation,
6. Retirement.

Section 13 Relocation Expenses

8/13/1 When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting in lieu of 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.

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

Section 14 Layoff Benefits

8/14/1 Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base pay rate for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. At the time of reinstatement or 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.

8/14/2 The Employer agrees that employee(s) on temporary layoff under 8/1/1A, or reduced hours under 8/4/1, shall continue to earn vacation and sick leave during each temporary layoff and/or hours reduction conducted by the Employer during the term of the Agreement.

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

Section 15 Layoff Assistance

8/15/1 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:

A. Time off without loss of pay to attend job training;

B. Assistance or training in the preparation of a resume;

C. Up to eighty (80) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 12/7/1;

D. Unpaid leave of absence for interviews, examinations, and other job search activities;

E. Use of office equipment and supplies where available.

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

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

8/15/2 While the Employee Referral Service (ERS) 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 ERS, without loss of pay, or provided information from the ERS. It is recognized that access to the ERS 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.

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

ARTICLE IX

HEALTH AND SAFETY

Section 1 Assignments

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

Section 2 First Aid Equipment and Training

9/2/1 Adequate first aid equipment shall be provided at appropriate locations.

9/2/2 In an emergency situation, where serious illness or injury results from a work related activity or exposure, the Employer will furnish transportation for the affected employee to the appropriate medical facility. If the employee is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation, reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employee's home as determined by the attending medical authority, or reimbursement of mileage to the employee in accordance with Article XII, Section 16.

~~**9/2/3** Employees may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employees who may attend such training sessions at any one time.~~

Section 3 Tools and Equipment

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

9/3/2 All sworn and certified Law Enforcement personnel in the employment of the State of Wisconsin will be provided all necessary tools and equipment to effectively and safely carry out the duties of their job.

Section 4 Transportation of Tools

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

Section 5 Protective Clothing

9/5/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of ~~Commerce~~Safety & Professional Services and/or the U.S. Center for Disease Control.

Section 6 Confidentiality of Records

9/6/1 To insure strict confidentiality, only authorized employees of the Employer shall process or have access to any employee medical records.

Section 7 Medical Examination

9/7/1 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. ~~The Employer agrees to give employees classified as Police Communications Operator a hearing examination once during the period of the Agreement. The Employer will arrange for and pay for the examination and provide a copy of the results of the exam to the employee. Employees will be in pay status for the examination.~~ Employees required to

submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

Section 8 Job-related Exposure to Disease

9/8/1 Under the following conditions, testing for, and treatment of Lyme~~s~~ Disease, Hepatitis B and C, TB or HIV, will be covered by Worker's Compensation as provided under 12/17/1 of this Agreement:

A. Employees must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the form(s**)** supplied by the Employer and processed according to the procedures in the employee's agency.

B. If the physician orders a blood test to confirm or rule out the possibility of disease, Worker's Compensation will pay the cost of the test regardless of its results (i.e., positive or negative).

C. Subsequent treatment to address symptoms or prevent complications must be prescribed by the treating physician.

D. The treating physician establishes a direct causal relationship and provides written documentation to relate contraction of the disease to the job. The employee submits the treating physician's written documentation to the Employer to satisfy this condition.

E. If the above conditions are met, the Employer will make an initial determination that the disease is job-related and will forward the claim to State Risk Management for processing.

9/8/2 Employees shall not handle blood or body fluids, unless they have been trained in safe handling procedures.

~~**Section 9 Motor Vehicles**~~

~~**9/9/1** The Employer agrees to equip all University of Wisconsin System vehicles designated as police cars with statutorily mandated equipment~~.

Section ~~10~~9 Foot Protection

9/~~10~~9/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of ~~fifteen~~thirty dollars ($~~15~~30.00) per year as an expense check payable the first pay period of the calendar year.

Section ~~11~~10 Safety Inspection

9/~~11~~10/1 Upon written request for the latest or most current safety inspection of a specific facility, the report will be furnished to the requesting Union official.

Section ~~12~~11 Joint Committee on Health and Safety

9/~~12~~11/1 In the event an employee has determined that the task he or she has been assigned is abnormally dangerous, he or she shall inform his or her immediate supervisor in writing on the Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter.

9/~~12~~11/2 In attempting to resolve the employee claim the supervisor at his or her discretion may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or at

the supervisor's discretion assign the affected employee to other available work consistent with the work usually performed by the employee.

9/~~12~~11/3 If the matter is not resolved to the satisfaction of the employee, and he or she carries out the task, he/she may later file a grievance in accordance with Article IV commencing at Step One. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. Prior to administration of the discipline the circumstances surrounding the abnormally hazardous task disagreement shall be discussed with the local Union and the Employer designated safety representative. If the employee is disciplined, he/she may file a grievance commencing at Step Two of the procedure.

Section ~~13~~12 Data Sheets

9/~~13~~12/1 The Employer upon contracting to purchase any chemical or substance containing hazardous material will request a material safety data sheet from the vendor.

~~**Section 14 VDT/CRT Eye Examinations**~~

~~**9/14/1** Employees whose assigned duties require high VDT CRT use [four (4) hours or more per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.~~

~~**9/14/2** A pregnant employee assigned to high use operation of VDT/CRT Equipment [four (4) hours or more per day] may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay which will be in addition to the maternity leave under provisions of 12/8/4 of this Agreement.~~

~~**9/14/3** Except where local agreements provide otherwise, employees whose assigned duties require VDT/CRT use of four (4) or more hours in a day shall be provided their fifteen (15) minute breaks and meal periods, where feasible, such that the VDT/CRT duties are not required for greater than two (2) hour periods. Where this scheduling is not feasible, relief to the employee after two (2) hours of continuous use may be provided by the performance of alternate tasks normally performed by the employee and not requiring the use of the VDT/CRT.~~

~~**9/14/4 Eyeglasses:** When medical verification for the necessity of special eyeglasses to work on the Employer's VDT/CRT equipment is provided, the Employer will provide the appropriate prescribed eyeglasses through state procurement for use by the employee in the performance of his/her duties when such duties include the high use of the VDT/CRT equipment as defined in 9/13/1. Management shall provide a status report to the employee within thirty (30) days of the employee's request for such glasses. Special eyeglasses are defined as glasses needed for VDT/CRT equipment use if the employee would not otherwise require the use of glasses or other vision correction; or eyeglasses required for work on VDT/CRT equipment which are different in prescription power or design from those which would be required to meet the other general daily vision needs of the employee. This provision may be exceeded by mutual agreement.~~

Section ~~15~~13 Safety Eyewear

9/~~15~~13/1 Where safety glasses are required by the Employer, the Employer will provide such glasses. In addition, if eye examinations for safety glasses are necessary, the Employer will pay the entire cost of one examination during the life of this contract.

9/~~15~~13/2 Safety sunglasses will be provided by the Employer when medical verification for the necessity of such glasses is provided to the Employer or when mutually agreed to otherwise.

9/~~15~~13/3 Employees regularly engaged in field work who are not required to have safety sunglasses may purchase them for job-related purposes, at cost, through state procurement.

Section ~~16~~14 Weather Related Considerations

9/~~16~~14/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employee health and safety needs.

ARTICLE X

MISCELLANEOUS

Section 1 Discrimination

10/1/1 There shall be no discrimination based on Union or non-Union affiliation.

10/1/2 Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

A. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

B. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or;

C. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

10/1/3 Any allegations of sexual harassment concerning supervisory personnel or co-employees shall be restricted to the remedies available under State and Federal Statutes. The grievance procedure in Article IV shall not be used to resolve any matters involving any allegations of sexual harassment. Employees who perceive that they have been subjected to sexual harassment are encouraged to report these incidents to designated agency representatives.

10/1/4 When an employee is being interviewed by an official investigator in regard to charges of sexual harassment that have been filed by the employee with the investigator's agency the employee's participation in the interview shall be without loss of pay.

10/1/5 An employee presenting a sexual harassment complaint to the Affirmative Action Officer of the Employer shall be entitled, at the employee's option, to the presence of his/her designated union representative or any other member of the employee's employing unit selected by the employee. Any advocate so selected by the employee shall respect the confidentiality of the affirmative action process. The time spent by the employee and his/her advocate in presenting the complaint shall be without loss of pay. An advocate, who is also a WLEA designated union representative, must make a disclosure of any potential conflict of interest to the claimant, if he/she may also represent the accused prior to any such presentation meeting.

10/1/6 Harassment Free Work Place

If an incident of alleged harassment not otherwise provided for occurs, the employee should consult his/her ~~institution/~~agency's policies and procedures for instructions on how to proceed.

If work place harassment is alleged by an employee or the Employer, at the discretion of the employee, a Union representative will work with the appropriate agency~~/campus~~ office (e.g., Affirmative Action, Human Resources, Equity & Diversity, Employee Assistance Program, etc.) representative in an attempt to resolve the issue.

10/1/7 Upon completion of any investigation involving allegations of sexual harassment, the Employer shall promptly notify both the accused and the accuser of the findings.

Section 2 Union-Management Meetings

10/2/1 There will be only one Local Union-Management meeting for all areas of discussion as set forth below. The frequency of the meetings shall be by mutual agreement. Time and location, shall be determined by the Local Union and Management.

10/2/2 Items to be included on the agenda for Union-Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

A. Discuss the administration of the Agreement.

B. Discuss and disseminate general information of interest to the parties.

C. Consider health and safety matters relating to the bargaining unit employees.

D. 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. Discuss policies and programs affecting employees and clients. However, failure of the Employer to discuss changes in policies or programs prior to implementation or to adopt Union suggestions shall not prevent the Employer from making any changes.

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

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

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

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

H. Negotiate hours of work, work schedules, and overtime assignments and the procedures for the administrative investigation of citizen complaints. Local agreements, to be binding, must be in writing and will be effective for the term of the collective bargaining agreement and any extension thereof. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the Office of State Employment Relations, and a representative of the Wisconsin Law Enforcement Association will meet to discuss the award.

10/2/3 Cost of Union-Management Meetings

A. ~~A maximum of three (3) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.~~

~~Notwithstanding the above, those departments which currently provide that five (5) or more employees will be in pay status at the Union-Management meetings and such departments do not have a Health and Safety Committee, a~~A maximum of five (5) bargaining unit employees shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment. Under no circumstances will more than five (5) bargaining unit employees be in pay status at the Union-Management meetings.

B. Two (2) additional bargaining unit employees may attend these meetings in either non-pay status or by using paid leave time. Upon mutual agreement, more than two (2) additional employees may attend these meetings as described directly above.

C. Any travel and subsistence expenses incurred shall be the sole responsibility of the employee.

D. Reasonable travel during an employee's regularly scheduled hours of employment shall be without loss of pay or benefits not to exceed their number of regularly scheduled shift hours for any one meeting which shall also include the time actually spent in the Union-Management meeting.

E. The Employer may allow employees to trade shifts or make other scheduling arrangements to attend Labor-Management meetings in pay status.

10/2/4 Chapter Agreements

~~WLEA Local Two is comprised of the police departments at several University of Wisconsin institutions as well as the Capitol Police. Local union chapters may be established by WLEA.~~ Local agreements at the chapter level are allowed with the following guidelines:

A. The items listed in Article 10/4/1 as appropriate topics for local negotiations may be negotiated at the chapter level.

B. Chapters, if comprised of multiple employing units, may negotiate agreements specific to each work unit.

C. All chapter agreements will be sent to the Local ~~Two~~ President and the ~~appropriate~~DOT human resources office for final signature. ~~All university police department chapter agreements will be sent to the University of Wisconsin System Administration's Office of Human Resources, and the chapter agreement for the Capitol Police will be sent to the Department of Administration's Bureau of Personnel.~~

D. Article 10/2/3 will be followed with regard to time spent on chapter level negotiations.

Section 3 Union-Management Meetings--Statewide

10/3/1 As mutually agreed, the Director of the Office of State Employment Relations for the State of Wisconsin or his/her designee may meet with representatives of WLEA. Discussions at these meetings shall include, but shall not be limited to, administration of this Agreement.

Section 4 Local Negotiations

10/4/1 The following topics are appropriate subjects for local negotiations, pursuant to the referenced contract provisions:

A. Union orientation (Article 2/14)

B. Employees in the State Patrol Trooper~~s~~ and Inspector~~s~~ class series assigned a take home vehicle (Article 6/2/1/d.)

C. Determination of core hours for flextime schedules (Article 6/8/2)

D. Uniforms – reimbursement rate (Article 10/5/1)

E. Hours of work, work schedules, and overtime assignments and the procedures for the administrative investigation of citizen complaints (Article 10/2/2/H.)

F. Vacation Scheduling (Article 12/6/9)

Section 5 Notice of Promotional Exams

10/5/1 The Employer shall post, on the appropriate bulletin board, notices of all promotional examinations for bargaining unit positions within the employing unit(s). The parties agree the above notices are for informational purposes only.

10/5/2 Employees who work site is their home and who file a written request to their agency ~~or campus~~ will have sent to them, by the Employer, notice of promotional opportunities which exist within the Law Enforcement bargaining unit for their agency ~~or campus~~. Such notices shall be for informational purposes only.

Section 6 Uniforms

10/6/1 The present practices pertaining to uniforms within each department shall be continued for the duration of this Agreement. In those locations where monetary allowances for uniforms are presently being provided, changes in the reimbursement rate shall be a subject for discussion and local negotiation pursuant to Article X, Section 2.

10/6/2 For the purposes of this Section, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

10/6/3 If the Employer desires, additional uniforms may be required. If required, the uniforms shall be paid for or furnished by the Employer.

Section 7 Damaged Personal Property

10/7/1 The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ten dollars ($10.00) or less.

10/7/2 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) per watch.

10/7/3 The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

10/7/4 The employee may file a claim with the State of Wisconsin Claims Board, attached to the Department of Administration, for lost, stolen or damaged personal property.

Section 8 Work Rules

10/8/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The reasonableness of the newly established work rule(s) or amendment(s) to existing work rule(s) may be grieved beginning at the 2nd step of the grievance procedure.

10/8/2 For purposes of this Article, work rules are defined as and limited to:
"Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees as it affects their employment except that the Employer may enforce these rules outside the normal work hours when the conduct of the employee would prejudice the interest of the State as an Employer."

10/8/3 It is understood that records of work rule violations which did not involve criminal violations will be removed from the employee's personnel file(s) at the request of the employee if there are no other violations within

twelve (12) months after the violation. If the material is not removed from the file as provided in this Section, it will not be used for the purpose of constituting a step in levels of progressive discipline.

10/8/4 When these work rule violations are removed from a personnel file at the request of the employee, the material will be given or sent to the employee. When the employee's work location is different than the location of the personnel file the request for removal shall be in writing.

10/8/5 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.

10/8/6 New or revised written policies that reference disciplinary consequences for failure to comply with the policies will be provided to the Local Union President at the same time that they are distributed to affected employees.

Section 9 Inclement Weather

~~**FLSA NON-EXEMPT EMPLOYEES**~~

10/9/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current work week (including Saturdays if the employee's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for make-up time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

10/9/2 When the Employer approves employee requests not to report for work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, holiday or compensatory time credits or leave without pay or the employee may make-up time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employee's work unit is in operation). If the employee elects leave without pay, there shall be no proration of benefits.

~~**FLSA EXEMPT EMPLOYEES**~~

~~**10/9/3** Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current or next pay period as scheduled by the Employer. Make-up shall be at the regular rate of pay.~~

~~**10/9/4** When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time credits or the employee may make-up time lost on the day, as the employee requests. Make-up shall be at the regular rate of pay as scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.~~

ALL EMPLOYEES

10/9/~~5~~3 When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those hours actually worked to make-up the time.

10/9/~~6~~4 When the agency head (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternate work, if possible, prior to directing the employee(s) to leave work. ~~Each agency~~The Department of Transportation will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any questions on who has this authority should be directed to the employee's immediate supervisor.

Section 10 Commercial Drivers Licenses and School Bus Endorsements (CDL/SBE)

10/10/1 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), 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. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

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

10/10/2 The Employer shall pay for renewal fees for all CDL/SBE in excess of class D (regular driver license) fees. This applies to CDL/SBEs required by the Employer, regardless of whether they were a prior condition of employment.

10/10/3 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), 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. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

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

Section 11 Training and Education

10/11/1 In-Service-Training

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

10/11/2 Meetings

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

10/11/3 Educational Leaves of Absence

Employees covered by this Agreement shall be granted a full-time educational leave of absence without pay for a specific period of time up to one (1) year. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Such employee may return early from such a leave upon approval by the Employer. The Employer may grant a leave of absence in accordance with 12/8/1.

10/11/4 The Employer shall grant the employee's request for an educational leave of absence. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

A. Operational needs of a department.

B. Number of employees availing or scheduled to avail themselves of educational leaves.

C. Availability of qualified replacements.

D. Adequate advanced notice from the employee.

10/11/5 The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

10/11/6 The Employer may grant time off without pay for a specific period of time for educational purposes in the state higher educational system, state private accredited higher educational system, or area technical college system. If the time off is approved, the employee will notify his/her supervisor in advance of course registration in order to arrange for scheduling of hours to meet operational needs.

10/11/7 Career-Related Education

The Employer shall allow for a system of career related education at the request of the employee on the following basis:

When admitted in an educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System, an employee shall be granted time off without pay, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding eighteen (18) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. Seventy five percent (75%) of tuition costs and fees will be reimbursed by the Employer, to the employee, if still employed, upon successful completion of approved courses. 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. Prior to commencement of any career-related courses, the employee shall seek and receive advance authorization from his/her supervisor and from the appointing authority for enrollment in career related courses. After such written approval has been received from the appointing authority or his/her designee, such approval will not be rescinded except for unanticipated emergencies. Career related training and educational activities are those that aid an employee in progressing to any class or class series within the bargaining unit within the agency or for lateral movement to a position in a counterpart pay range within the agency.

For purposes of operational needs and program continuity, management reserves the right to limit the number of bargaining unit members in any given work unit availing themselves of the above provision at any given time.

10/11/8 The provisions of this section represent the minimum standards for in-service training, meetings, educational leaves of absence and career related education as provided in said section. The Department of Transportation may~~Heads of departments and chancellors of the University of Wisconsin System which~~ choose to exceed these standards~~ may do so~~. This is an appropriate subject of discussion for Union-Management meetings. The Employer will consider implementing programs which exceed the standards based on these decisions.

Section 12 Personnel Files

10/12/1 An employee shall, upon written request to his/her agency or department, within a reasonable time, have an opportunity to review his/her personnel file(s) in the presence of a designated management representative during the employee's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employee when reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated grievance representative to review the employee's personnel file(s) on the employee's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the agency or department within a reasonable time prior to the review of the file(s). However, neither employees nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

10/12/2 A copy of any material placed in an employee's file(s) which may affect his/her present job performance evaluation shall be immediately presented to the employee involved.

10/12/3 It is understood performance (incident) reports will be removed upon an employee's request from personnel file(s) after the current year and one full calendar year following the date of the incident. Labor and management may continue to discuss performance reports locally to arrive at an agreement different than that stated above.

Section 13 Contracting Out

10/13/1 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 local Union at the time of the Request for Purchase Authority (RPA) but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from the 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 14 Affirmative Action

10/14/1 ~~The Employer agrees to provide WLEA with three (3) copies of the "Wisconsin State Government Affirmative Action Plan Versus Performance Report" whenever said report is issued. Similar performance reports on Affirmative Action programs for the University of Wisconsin System shall also be provided to WLEA for distribution to the local unions on the campuses.~~ At the written request of the local Union, the appointing authority or his/her designee shall furnish a copy of the agency or department affirmative action plan, performance report, or relevant and readily available affirmative action information, the release of which is not prohibited by state or federal law, within five (5) working days, if possible, to the local Union. In those departments which have or create affirmative action committees, such information shall be a topic for discussion. In those departments which do not have or create an affirmative action committee, such information shall be a topic of Union-Management meetings.

Section 15 Blood Donations

10/15/1 Employees who donate blood shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit. Employees who donate blood for the purpose of pheresis donations will be released from work and continued in pay status during their scheduled hours of work for the time needed to make said donation.

Section 16 Employing Unit Designations

10/16/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator, 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 17 Employee Assistance

10/17/1 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known by the Employer and/or the Union.

Employees and EAP coordinators will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services. The Employer agrees it will endeavor to appoint volunteer EAP resource coordinators on all shifts. If an employee feels he/she is in need of immediate employee assistance and no resource coordinator is available on his/her shift, the employee will be permitted to contact an off-duty resource coordinator by telephone for the purpose of immediate consultation and assistance.

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

10/17/2 Employee participation in the Employee Assistance Programs will not be the basis for discipline. An employee, however, will not be immune from discipline for work rule violations while participating in such programs.

Section 18 Child Care

10/18/1 Upon request of the local Union, the Employer will make available to employees, information and material related to child care and family issues. This information will be placed in a centralized, clearly designated area.

Section 19 Operational Need

10/19/1 Definition of Operational Need

Operational need means the needs of the agency that are reasonable perceived by management as necessary for the effective, efficient and safe performance of the agency's mission at any point in time or at any location.

10/19/2 If deviation from the normal shift is made due to operational needs, the Employer will provide an explanation to the employee or Union representative upon request.

ARTICLE XI

WAGES

SECTION 1: Wage Adjustments

11/1/1 The Employer agrees to provide WLEA employees covered by this Agreement the wage adjustments and/or lump sum wage payments ~~as~~in the order set forth below:

11/1/2 Wage Adjustments

A. First Fiscal Year (~~2007-2008~~2013-2014)

Except as otherwise provided in this Article, the Employer agrees to provide all eligible employees in WLEA covered by this Agreement the following wage adjustments in the order set forth below.

1. General Wage Adjustment (GWA)

Effective the first day of the pay period following the effective date of the contract, the Employer will provide to each eligible employee in pay status on that date a GWA in an amount equal to three ~~two~~ percent (~~2~~3.0%) of the employee's current base pay rate.

2. Grid ~~s~~Structure Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the applicable grid structure set forth in Appendix A and the pay administration provisions in Appendix ~~G~~B of this Agreement.

3. Lump Sum for General Wage Adjustment

Each employee receiving a pay increase for the General Wage Adjustment under A./1., above, shall receive a lump sum payment equal to the amount of the pay increase received under 1., multiplied by all hours in pay status in a bargaining unit position from June 30, 2013 through the effective date of this Agreement.

B. Second Fiscal Year (~~2008-2009~~2014-2015)

1. ~~GWA~~General Wage Adjustment (GWA)

~~Effective July 6, 2008, the Employer will provide to each eligible employee in pay status on that date a GWA in an amount equal to one percent (1.0%) of the employee's current base pay rate.~~ Effective the first day of the pay period following the effective date of the contract, the Employer will provide to each eligible employee in pay status on that date a GWA in an amount equal to three percent (3.0%) of the employee's current base pay rate, with the resulting pay rate rounded up at the 2nd decimal place.

2. Grid Structure Implementation

Effective ~~July 6, 2008~~, the first day of the pay period following the effective date of the Agreement the Employer will implement the ~~pay~~applicable grid structure set forth in Appendix ~~B~~A.

3. Lump Sum for General Wage Adjustment

Each employee receiving a pay increase for the General Wage Adjustment under B./1., above, shall receive a lump sum payment equal to the amount of the pay increase received under 1., multiplied by all hours in pay status in a bargaining unit position from June 29, 2014 through the effective date of this Agreement.

~~Market Adjustment~~

~~Effective October 12, 2008, employees in classifications assigned to pay ranges 40, 41 and 42 in pay status on that date will be placed on the pay structures set forth in Appendix C. Employees will be placed at grid point or retain their current pay, whichever is greater.~~

~~4. Transportation Customer Representative (TCR) Survey Implementation~~

~~Effective January 4, 2009, the Transportation Customer Service Survey will be implemented.~~

~~5. Pay Range Reassignments: Pay range reassignments effective January 4, 2009 will be implemented as indicated in Appendix J. The pay on reallocation for the reassignments will be in accordance with Appendix H.~~

~~6. Grid Structure Implementation~~

~~Effective January 4, 2009, the Employer will implement the pay structure set forth in Appendix D-1 for employees in classifications assigned to pay ranges 40, 41 and 42.~~

~~7. Pay Schedule Implementation~~

~~Effective January 4, 2009, the Employer will implement the pay schedule set forth in Appendix D-2 for employees in classifications assigned to pay ranges 11, 12, 13, 14 and 15.~~

~~8. Progression adjustments for eligible employees in the DMV Field Agent classification will be provided in accordance with Appendix I.~~

~~9. GWA~~

~~Effective June 7, 2009, the Employer will provide a General Wage Adjustment to each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.~~

~~10. Grid Structure Implementation~~

~~Effective the June 7, 2009, the Employer will implement the grid structure set forth in Appendix E-1 for employees in classifications assigned to pay ranges 40, 41 and 42.~~

~~11. Pay Schedule Implementation~~

~~Effective June 7, 2009, the Employer will implement the pay schedule set forth in Appendix E-2 for employees in classifications assigned to pay ranges 11, 12, 13, 14 and 15.~~

11/1/3 ~~Lump Sum Payments for Delay in Implementing~~ Wage Adjustments <u>for Employees on Leave of Absence or Layoff</u>

~~A.~~ <u>Employees in the bargaining unit who began a leave of absence or were laid off after June 30, 2013 and before the effective date of this Agreement and who have not returned to pay status on the implementation date of the Fiscal Year 2013-2014 and Fiscal Year 2014-2015 GWAs under 11/1/2 will be eligible for the GWAs under 11/1/2 that they could have received and associated lump sum payments, upon return to pay status in the bargaining unit during the term of this Agreement.</u> ~~Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 11/1/2/A multiplied by the number of hours in pay status between June 24, 2007 and the effective date of the Agreement. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.~~

~~The following employees will be eligible:~~

~~1. Employees in pay status on the effective date of the Agreement who receive adjustments under 11/1/2/A.~~

~~2. Former employees of the bargaining unit who retired from or died while serving in a bargaining unit position between June 24, 2007 and the effective date of the Agreement who would have received adjustments under 11/1/2/A. These employees will also be eligible for any lump sum fiscal year adjustment that they would otherwise have been eligible to receive.~~

~~3. Employees in the bargaining unit who began a leave of absence or were laid off after June 24, 2007 and before the effective date of the Agreement and who would have received adjustments under 11/1/2/A. Employees will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.~~

~~**11/1/4 GWA Due to Delay in Implementation of Employee's Former Unit**~~

~~A. Employees entering the WLEA bargaining unit who have not been previously considered for or received a 2007-2008 or 2008-2009 fiscal year General Wage Adjustment due to a delay in implementation of the 2007-2009 Agreement in the employee's previous bargaining unit shall receive the GWA(s), effective prior to any pay on appointment adjustments.~~

~~B. Any employee receiving a GWA under A. above, is also eligible to receive an associated lump sum payment for all hours in pay status from the effective date(s) of the GWA(s) provided in Section 1 of this Article to the effective date of the movement to a position covered by this Agreement.~~

~~C. Any employee receiving a GWA under A. above, is also eligible to receive an associated lump sum payment provided under 11/1/3 for all hours in pay status from the date listed in 11/1/3 to the effective date of the GWA(s) provided in Section 1.~~

~~Paragraph 11/1/4 will sunset on June 30, 2009, regardless of contract extension, unless the parties mutually agree to extend.~~

SECTION 2: Recruitment Rates

11/2/1 In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Hiring Rates (RHR) for recruitment, the Employer will notify the Union before implementation.

SECTION 3: Pay Period

11/3/1 Each employee covered by this Agreement shall be paid on a biweekly basis.

SECTION 4: Shift Differential

11/4/1 The Employer agrees to pay a shift differential of $.45 (forty five cents) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

11/4/2 Weekend Differential: The Employer agrees to pay a weekend differential of $.60 (sixty cents) per hour for all hours worked between the hours of 12:01 a.m. on Saturday and 12:00 midnight on Sunday.

11/4/3 Employees shall be paid one and one-half (1-1/2) times the base rate plus applicable differentials for overtime pay purposes.

SECTION 5: Flight Pay

11/5/1 Any employee required to pilot an aircraft as a portion of his/her assigned duties shall receive as additional pay five dollars ($5.00) for each hour of aircraft log time during which this duty is performed unless:

A. His/her current classification and job specification already includes this duty as a regularly assigned duty of the job, or

B. The time spent in flying the air craft is a casual occurrence solely for the purpose of arriving at a destination and not a part of a regular duty assignment.

No additional compensation shall be granted for any ground duty or preparation time even though such duties may be directly connected with the actual flying assignment.

SECTION 6: Motorcycle Pay

11/6/1 State Patrol Troopers required to operate motorcycles in the performance of their assigned duties shall receive the additional pay of twenty five dollars ($25.00) per month when required to operate motorcycles during the months of May through October of each year.

~~**11/6/2** Police Officers and Detectives required by the Employer to operate motorcycles in the performance of their assigned duties shall receive additional pay of twenty five dollars ($25.00) per month when required by the Employer to operate motorcycles during the months of May through October of each year.~~

SECTION 7: Administrative Date For Pay Adjustments

11/7/1 The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered under this Agreement at the beginning of the pay period falling closest to the statutory or administrative date of said adjustments.

SECTION 8: Periodic Classification/Pay Range Assignment Meetings

11/8/1 The parties agree to meet quarterly during the life of this Agreement, or as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system, such as the need for classification and/or pay surveys. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments or reassignments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments. The Union will not be precluded from bargaining on these assignments/reassignments or assignment/reassignment of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

11/8/2 Absent mutual agreement as provided under 11/8/1 above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected classifications, or result in a reassignment of a classification to a lower pay range.

11/8/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

11/8/4 During the life of this Agreement, the Office of State Employment Relations (OSER) upon mutual agreement of the parties, will meet with WLEA designated bargaining team members for the purpose of identifying and discussing classification issues. The agendas for such meetings and union representatives attending such meetings will be determined jointly by OSER and WLEA. Criteria for placement of an issue on the agenda shall include: administration of the Classification Plan, recruitment problems, retention problems, and other issues that the parties believe are appropriate at the time. Designated bargaining team member's compensation for attendance

will be the same as it is for the master Agreement bargaining process for negotiation of the 2005-2007 Agreement. This section shall terminate on June 30, ~~2009~~2015, unless extended by mutual agreement of the parties.

ARTICLE XII

EMPLOYEE BENEFITS

Section 1 Health Insurance

12/1/1 The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on September 5, 1985, are comparable in benefit levels and shall be considered as examples of comparability.

12/1/2 Employer contributions for employees residing outside of Wisconsin 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.

12/1/3 Effective with premiums due for coverage beginning January 1, 2004, a three-tier health insurance model ~~will be~~was implemented. The employee monthly contributions toward health insurance premiums ~~will be~~are 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~~beginning with the first regularly scheduled monthly health insurance premium payroll deduction following the effective date of this Agreement are as follows:

Employee Monthly Contribution

Calendar Year ~~2008~~2015 Coverage	Single	Family	Calendar Year ~~2009~~ Coverage After 2015	Single	Family
~~Tier 1~~	~~$ 27.00~~	~~$ 68.00~~	~~Tier 1~~	~~$31.00~~	~~$ 78.00~~
~~Tier 2~~	~~$ 60.00~~	~~$150.00~~	~~Tier 2~~	~~$69.00~~	~~$173.00~~
~~Tier 3~~	~~$143.00~~	~~$358.00~~	~~Tier 3~~	~~$164.00~~	~~$412.00~~
Tier 1	$ 92.00	$230.00	Tier 1	*	*
Tier 2	$136.00	$341.00	Tier 2	*	*
Tier 3	$267.00	$666.00	Tier 3	*	*

*Premiums identical to the premiums paid by nonrepresented general employees as determined by the Office of State Employment Relations, and subject to change each year.

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

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

12/1/4 Effective with health insurance premiums due for coverage beginning January 1, 2004, provided in 12/1/3, above, the Employer agrees to pay fifty percent (50%) of the total monthly premium amount for the health plan selected for insured employees in part-time positions who are appointed to work ~~for at least six hundred (600) hours but~~ less than one thousand forty-four (1044) hours per year.

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

12/1/6 Bargaining unit employees may participate in all health insurance programs offered by the employer under the same terms and conditions as nonrepresented general state employees.

Section 2 Life Insurance

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

12/2/2 The Employer agrees to continue in effect the present administration of the group life insurance plan provided under the provisions of Chapter 40, Wis. Stats., the master contract between the insurance carrier and the Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

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

Section 3 Dental Insurance

12/3/1 The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

Section 4 Income Continuation Insurance

12/4/1 The Employer agrees to continue in effect the income continuation program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the Group Insurance Board.

Section 5 Sick Leave

12/5/1 The Employer agrees to provide a sick leave plan as follows:

A. Employees shall earn sick leave at the rate of .0625 of an hour in pay status in a biweekly period to a maximum of five (5) hours for each full biweekly pay period of service.

B. 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 to a maximum of one (1) hour for ninety six (96) hours work in a pay period.

C. Employees who regularly work nine and six tenths (9.6) hours per day and forty eight (48) hours per week shall be paid nine and six tenths (9.6) hours of pay for each nine and six tenths (9.6) hours of sick leave taken.

D. Sick leave shall not accrue during any period of absence without pay, except for leaves authorized by management for Union activities, or for any hours in excess of ninety six (96) hours per biweekly period of service. Approved leaves of absence without pay totaling four (4) hours or less in a biweekly pay period will be disregarded for administrative purposes.

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

USE OF SICK LEAVE

12/5/2 The Employer agrees to provide the following:

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

A. which require the employee's confinement; or

B. which render the employee unable to perform assigned duties; or

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

In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Article. Prior to being identified as a sick leave abuser, the employee will have an opportunity to discuss their use of sick leave with the Employer. When an employee has been identified as a sick leave abuser by the Employer and required to obtain a medical doctor's statement for sick leave use, the notice of such requirement will be given to the employee and the local Union in writing. Any employee given such notice in writing shall have the opportunity to meet with the Employer to discuss whether the employee should still be identified as a sick leave abuser. Such a meeting will be scheduled no later than six (6) months after issuance of the notice. Should the Employer decide to continue the sick leave abuse review period, the reasons for such extension shall be discussed with the employee. If the medical certificate verifies that the employee was not abusing sick leave or is physically fit to report to work, the Employer shall pay the cost of the medical certificate. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use holidays, compensatory time off and/or annual leave in lieu of sick leave when they so request.

To protect employee privacy, the parties shall make a good faith effort to maintain the confidentiality of personal medical information which is received by or disclosed to the Employer in the course of administering this section.

Sick leave, unanticipated use of sick leave, and innovative positive methods or programs to reduce the use of sick leave are appropriate topics of discussion at local labor/management meetings.

12/5/3 Review Program for Unanticipated Use of Sick Leave

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

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

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

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

In those employing units which have a program in place for unanticipated sick leave review, and in those employing units which establish such programs, the following criteria must be included.

A. A written policy.

B. A thirty (30) day advance written notice to the local union(s) and to all current employees and a copy to all new employees at the time of hire.

C. Where such policies are established, they shall be uniform for each Department, Division, or employing unit.

D. Any such programs established will include discussion with and input from the local union(s) prior to implementation or making changes in existing programs.

E. Sick leave and unanticipated use of sick leave will be a topic of discussion at labor/management meetings.

F. All other provisions of this section shall apply.

12/5/4 Employees may use accrued sick leave for personal medical or dental appointments for themselves or dependent children living in the household of the employee which cannot be scheduled at times other than during working hours.

12/5/5 Employees may use accrued sick leave for medical or dental appointments for themselves, their spouses, and dependents living in the household of the employee which cannot be scheduled at times other than during working hours (Dependents are defined as dependents eligible for IRS purposes). To qualify for use of sick leave under this subsection, employees must give the Employer five (5) workdays advance notice of appointments except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

12/5/6 Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, the spouse, aunts and uncles of the employee or spouse, sons-in-law or daughters-in-law of the employee or spouse, person(s) for whom the employee is legal guardian or legal guardian(s) of the employee. Employees may use accrued sick leave for temporary emergency care of other ill, injured or disabled relatives of the employee or spouse residing in the household of the employee for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained from management.

12/5/7 Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of his/her regular base rate. The procedures necessary for the administration of this section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

12/5/8 Employees may use accrued sick leave to care for adopted children. Use of sick leave for this purpose may not exceed five (5) workdays during the seven (7) calendar days immediately after taking custody of the child or children.

12/5/9 The Employer agrees to credit unused sick leave accumulated prior to the effective date of this Agreement to the account of the employees covered under this Agreement.

12/5/10 The Employer agrees to continue in effect the provisions of s. 230.35(2) and 40.05(4)(b), Wis. Stats. which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse, child(ren), or other dependents to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

12/5/11 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.

A. 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.

B. 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:

C. 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.

D. 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.

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.

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 that offers a comparable health insurance plan as defined in 8/14/1 or 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 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 ~~D~~E.

12/5/12 The employee may elect to delay conversion of his/her sick leave credits after the date of retirement, provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits.

12/5/13 Separation from state service shall cancel all unused accumulated sick leave. However, when a person who is an employee with permanent status in class resigns, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the state within the time period provided under the permissive reinstatement provisions in the Wisconsin Administrative Code. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the State within five (5) years.

12/5/14 An employee who qualifies for benefits under s. 40.65, Wis. Stats., shall be considered an eligible employee under s. 40.02(25)(b), Wis. Stats., for purposes of group health insurance coverage.

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

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

12/5/15 Bereavement Time Off

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

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

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

D. At the employee's request, other paid leave time may be used in lieu of sick leave in accordance with 12/5/2A.

E. Appropriate use of bereavement leave under this section will not initiate an employee being placed on a review program for unanticipated use of sick leave.

12/5/16 Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, god children or god parents of the employee or spouse. Travel time to attend such funerals shall not exceed four (4) workdays.

12/5/17 On a case by case basis, employees may request additional other paid or unpaid leave which may be granted at the discretion of the appointing authority.

12/5/18 An employee may request and a supervisor may agree to schedule the employee to make-up a maximum of twenty four (24) hours per calendar year of sick leave used for the purposes of bereavement time off. The make-up time must occur in the same weekly pay period as the bereavement time off and shall not result in overtime.

Section 6 Paid Annual Leave of Absence (Vacation)

12/6/1 The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

12/6/2 Employees shall begin earning annual leave on their first day in pay status. After completion of the first six months in a permanent, seasonal or sessional position pursuant to s. 230.28(1), Wis. Stats., or as a trainee unless covered under Wis. Adm. Code, (Rules of the Administrator, Division of Merit Recruitment and Selection), employees are eligible for and shall be granted noncumulative annual leave based on their seniority date as follows:

A. Regular Employees - Annual leave shall be based upon seniority date at the rate of:

Seniority	**Hours**
0 yr. to 5 yrs.	104 hrs. (13 days)

5+ to 10 yrs.	144 hrs. (18 days)
10+ yrs. to 15 yrs.	160 hrs. (20 days)
15+ yrs. to 20 yrs.	184 hrs. (23 days)
20+ yrs. to 25 yrs.	200 hrs. (25 days)
25+ yrs.	216 hrs. (27 days)

Employees who regularly work nine and six tenths (9.6) hours per day and forty eight (48) hours per week shall receive nine and six tenths (9.6) hours of pay for each day of vacation taken and forty eight (48) hours of pay for each week of vacation taken.

~~B. School Year Employees – Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with item A, Regular Employees.~~

~~C. Seasonal Employees – Employees who are regularly employed for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with item A, Regular Employees.~~

~~D. 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 item A, Regular Employees.~~

12/6/3 Annual leave shall be computed as follows:

A. Annual leave credits in any given year shall not be earned for any period of absence without pay.

B. Subject to the annual leave schedule in effect under 12/6/2, Regular Employees, annual leave for covered employees shall be prorated by computing annual leave amounts earned for each hour in pay status as follows:

Annual Leave Rate	**Conversion Factor (Per Hour in Pay Status)**
104	.049808
144	.068966
160	.076628
184	.088123
200	.095785
216	.103448

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

~~**12/6/4** This paragraph expires December 31, 2008. Employees eligible for at least one hundred sixty (160) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one of the following options each year:~~

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

~~**12/6/5** This paragraph expires December 31, 2008. Employees that earn less than one hundred sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred twenty (520) hours of sick leave may, at the employee's option, elect to receive forty (40) hours or portion thereof of annual leave under one of the following options each year:~~

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

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

12/6/~~6~~4 Employees shall be allowed to use their earned vacation from their last year of service prior to retirement or their accumulated sabbatical leave time, or both, for a payment of medical insurance premiums at the group rate for post retirement periods as under s. 40.05(4)(b), Wis. Stats.

~~**12/6/7** This paragraph expires December 31, 2008. Employees eligible for at least 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 the following options each year:~~

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

12/6/~~8~~5 Effective January 1, 2009, employees may, at their option, elect to receive annual leave hours, or prorated portion thereof, under the following options each year. Options available under columns C. and D. are subject to the sick leave accumulation thresholds in column E.

A.	B.	C.	D.	E.
Annual Leave Earning Rate	Eligible for use as annual leave during year earned	Portion of annual leave credits eligible for use as termination leave/accumulated sabbatical leave during year earned	Portion of annual leave credits in Column C eligible for cash-out during year earned	*Minimum Accrued Sick Leave Hours Required
104	104	40	0	520
144	144	40	40	520
160	160	60	40	728
184	184	80	40	1040
200	200	80	40	----
216	216	120	40	----

*****Required number of sick leave hours for the applicable earning level must be accrued by the end of the "B" pay period in October of the current calendar year.

Employees who have accumulated the required number of hours of sick leave for the applicable annual leave earning rate as indicated in the table, above, by the end of the "B" pay period in October, 2009, and employees who qualify for their respective level in any subsequent October "B" pay period , will be permanently eligible for the benefit.

12/6/~~9~~6 In scheduling vacation (annual leave), personal holidays, or compensatory time off due to working on a holiday, choice of time and amounts shall be governed by seniority as defined in Article V. The parties recognize that the Employer has the right to determine the number of employees within each classification series and work unit that may be on vacation, personal holiday or compensatory time off due to working on a holiday at any given time (subject to the provisions of 6/3/2 and 12/9/3); however, vacations, personal holidays and compensatory time off due to working on a holiday shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation, personal holiday or compensatory time off due to working on a holiday periods have been scheduled, the Employer shall make changes in employee vacation, personal holiday or compensatory time off due

to working on a holiday schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, personal holiday or compensatory time off due to working on a holiday, the affected employee may reschedule his/her vacation, personal holiday or compensatory time off due to working on a holiday during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employee's vacation, personal holiday or compensatory time off due to working on a holiday period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation, personal holiday or compensatory time off due to working on a holiday periods as seldom as possible.

12/6/~~10~~7 Employees with less than a full time appointment, who earn additional annual leave as a result of working hours beyond their permanent appointment level, and are unable to schedule the additional time off in the year earned, will be allowed to carry over until June 30 of the ensuing calendar year annual leave hours earned for additional work performed between July 1 and December 31.

12/6/~~11~~8 Employees shall be allowed to carryover forty (40) hours of earned annual leave until June 30 of the ensuing calendar year, including carryover granted under other provisions of the Agreement. These standards may be exceeded by appointing authorities or by mutual agreement when granted to all unit employees of a work unit. ~~The forty (40) hour carryover shall expire and revert to the sixteen (16) hour carryover provision with the expiration of the 2007-2009 Agreement unless the parties mutually agree to extend the forty (40) hour carryover provision.~~

12/6/~~12~~9 Should an employee become ill or injured immediately before or during a vacation, personal holiday or compensatory time off due to working on a holiday period, he/she may cancel his/her vacation, personal holiday or compensatory time off due to working on a holiday and utilize sick leave under the provisions of Article XII, Section 5, commencing with the date he/she informs the Employer.

12/6/~~13~~10 Employees who transfer shall carry their vacation, personal holiday or compensatory time off due to working on a holiday selections to their new work unit, providing no other employee's vacation, personal holiday or compensatory time off due to working on a holiday selection is adversely affected.

12/6/~~14~~11 The Employer and the Union agree that it is in the mutual interest of the parties to provide for Alternative Disciplinary Programs for penalties imposed due to sick leave abuse and/or attendance related issues. The parties agree that when a disciplinary suspension is assessed an employee for sick leave abuse and/or attendance reasons, the employee may, at the employee's option, elect to work the days of suspension and waive an equivalent amount of vacation (annual leave), Personal Holiday, Compensatory Time or Earned Saturday Legal Holiday in lieu of serving the suspension without pay. This option is limited to suspensions of three (3) work days or less and must be selected for the entire period of suspension. Such disciplinary actions will be considered as a progressive step in the disciplinary process and will be maintained in the employee's Personnel File subject to the provisions of Article 10/11. The selection of the Alternative Discipline by an employee does not constitute an admission of wrongdoing. If an employee chooses the option stated above, the right to grieve the disciplinary action under Article IV of the Agreement is waived. Selection of the option stated above will be in writing with a copy provided to the local union and to the employee.

~~**12/6/15** Chancellors of the University System may elect to offer the Alternative Discipline Program to employees of their campuses for discipline imposed for issues other than sick leave/attendance. All other provisions of Article 12/6/14 shall apply.~~

12/6/~~16~~12 If previously scheduled annual leave, compensatory time, Saturday legal holidays or personal holidays is canceled or a request for such leave is made and denied within a period of two weeks to twenty-four (24) hours prior to the start of the requested leave, the employee may immediately appeal the denial or cancellation to the appointing authority or appropriate designee(s) for resolution of the disagreement within twenty-four (24) hours. If the appeal is denied it may be grieved beginning at the second step.

12/6/~~17~~13 Within the basic framework provided above the implementation and application of the provisions of this section and all other aspects of vacation scheduling shall be determined by the local Union and local management within sixty (60) days. Agreements reached under the provisions of this section will be reduced to writing.

Section 7 Leave for Promotional Exams

12/7/1 The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to twenty-four (24) hours paid leave time each calendar year for the purpose of competing in examinations which could make the employee eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employee's scheduled work time.

12/7/2 An employee shall not be denied his/her requests for time to participate in examinations each calendar year and interviews in connection with such examinations provided five (5) workdays notice has been given by the employee so that work coverage will not be interrupted. Such time shall not exceed the number of hours reasonably required to attend such examinations and interviews, including travel time.

12/7/3 Third (3rd) shift employees may select one (1) of the following two (2) options in 12/7/4 or 12/7/5. The option selected first in a calendar year shall continue to apply for the remainder of the same calendar year.

12/7/4 An employee who is regularly scheduled to work the third shift shall be eligible for four (4) hours paid leave time prior to the end of his/her shift for the purpose of competing in no more than two (2) promotional examinations per year when said examinations are scheduled on the day in which the shift ends. The employee must give five (5) workdays notice so that work coverage will not be interrupted.

12/7/5 Employees who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work the second (2nd) or third (3rd) shift, shall be granted a schedule change which enables eight (8) hours off duty before the examination, if requested ten (10) days before the needed shift change. This provision is applicable to three (3) promotional examinations per calendar year.

12/7/6 Employees who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work a twenty-four (24) hour shift, shall be granted a schedule change, which enables a twenty-four (24) hour shift off duty before the examination, if requested ten (10) days before the needed shift change. This provision is applicable to one (1) promotional examination per calendar year.

Section 8 Leaves of Absence Without Pay

12/8/1 Except as provided in 12/8/3 and 12/8/4 of this section, employees may be granted leaves without pay at the discretion of the appointing authority for any reason for any period, including but not limited to leaves for exams, interviews, education, dependent care, bereavement and court appearances. A denial shall not be arbitrary or capricious.

12/8/2 The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reason(s) for the denial. Employees who take or are granted leaves of absence shall not be required to use any accumulated vacation, sick leave, compensatory time off, holidays or any other earned time prior to beginning the leave of absence.

12/8/3 Employees who are elected or appointed officials of the Union shall, upon written request of the employee, be granted a leave of absence without pay for the term of office, and not to exceed one (1) year.

12/8/4 Parental Leave without pay. Employees shall be granted parental leave without pay for, maternity or paternity, adoption and custody of foster children as follows:

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

12/8/5 In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

12/8/6 Except as provided under Article XII, Section 5 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

12/8/7 The Employer agrees to provide for the following rights upon his/her return
from any of the above approved leaves without pay (including Military Leave under Article XII, Section 10):

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

B. If the employee's position has been abolished through 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.

12/8/8 Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification of a medical doctor that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion. Denials of requests of leaves without pay under this section shall not be arbitrary and capricious.

12/8/9 The Employer agrees to abide by s. 103.10, Wis. Stats., relating to family and medical leaves.

Section 9 Holidays

12/9/1 The Employer agrees to provide the following nine (9) paid holidays per year:

Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May

12/9/2 To qualify for any paid holiday employees must work or be in pay status on the last scheduled workday immediately preceding or the first scheduled workday immediately following the holiday. In the event an employee is on leave of absence at the request of the Employer, the employee must, in order to qualify for the paid holiday, be in pay status on the last scheduled workday immediately preceding or the first scheduled workday following such leave of absence during which the holiday occurs.

12/9/3 The Employer agrees to provide three and one-half (3 1/2) additional noncumulative personal holidays each year to all employees, plus one (1) additional paid personal holiday, effective January 1, 2004, each calendar year in recognition of Veterans Day. These four and one-half (4 1/2) holidays may be taken at any time during the year including non-Christian holidays provided the days selected by the employee have the prior approval of the appointing authority. Said approval shall be granted if the employee gives the appointing authority or his/her designee fourteen (14) days notice of his/her intent to take a personal holiday for religious reasons.

All employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays.

12/9/4 The Employer agrees to prorate legal holidays and annual leave based upon the hours in pay status up to full time. Proration of legal holidays for part-time employees shall be as follows:

A. At the beginning of each calendar year, all part-time employees shall receive credit for all legal holidays prorated on the basis of the percentage of their full time equivalency (FTE) percentage.

B. Proration based on actual hours in pay status shall be done at least annually. Additional time earned in excess of the FTE credits which are not used in the calendar year earned shall be carried over to the following calendar year. Credits used but not earned in the calendar year shall be deducted from the following year's credits. At the Employer's discretion, proration may occur at the end of an employee's seasonal/school year employment period and any amounts due deducted from the employee's wages. In lieu of the deduction, the employee may elect to refund the Employer. Employees hired into part-time positions after the start of a calendar year shall be prorated for remaining holidays in that year based on their FTE. Part-time employees who become full-time during a calendar year shall be prorated for all holidays during their part-time employment through the last full week of part-time employment.

C. Part-time employees shall be eligible for all legal holidays except for those holidays which occur during periods of leave of absence without pay, layoffs or following termination. However, seasonal and school year employees scheduled off due to seasonal or school year recess periods shall be eligible for holidays occurring during those periods.

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

12/9/5 The Employer agrees that employees required to work on a holiday provided in 12/9/1 above shall be compensated for such holiday by receiving equivalent compensatory time off at a later date, and if a holiday provided in 12/9/1 above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. In addition, full time employees who are required (forced) to work a minimum of four (4) hours beyond their normally scheduled hours shall receive equivalent compensatory time off at a later date for all such hours worked which exceed their regularly scheduled hours.

12/9/6 When such compensatory time off is to be granted, it shall be taken in accordance with the vacation scheduling provision. The appointing authority may permit such time to be anticipated. Such compensatory time shall lapse if not used in the same calendar year. If such compensatory time off is taken in accordance with the vacation scheduling provisions of Section 6 of this Article, then 12/6/9~~11~~ is applicable to such scheduled compensatory time off.

12/9/7 When the Employer decides to reconcile the paid leave balances of an employee who is or has been on s. 230.36 and who has no time available to cover the use of legal holidays which were not earned because of the 230.36 leave, the employee may be allowed to anticipate and use up to forty (40) hours of the following year's annual leave to cover the unearned legal holidays.

12/9/8 Holiday Premium Pay

A. When an employee is required by the Employer to work the holidays listed under 12/9/1, above, the Employer agrees to provide holiday premium pay at the rate of time and one-half the employee's regular rate for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. on those days.

B. When January 1, July 4, or December 25 fall on Sunday and the holiday is observed on Monday, Sunday will be the designated day for holiday premium pay.

C. Employees who are scheduled to work on the Sunday holiday shall receive premium pay for the hours worked on Sunday.

D. Employees who are scheduled to work on Monday following a Sunday holiday shall receive their regular rate of pay for the hours worked and shall receive equivalent compensatory time off as provided under 12/9/5.

12/9/9 Holiday premium payments provided under this section, at the rate of time and one-half the employee's regular rate, shall be made in compensatory time off or cash payment, or combination thereof, at the discretion of the appointing authority.

Section 10 Military Service

12/10/1 Annual Training

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

12/10/2 Active Military Service

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

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

Employees activated for military duty in the US. armed forces are eligible to receive state health insurance benefits pursuant to s. 40.05 (4g), Wis. Stats.

12/10/3 Except as provided in 12/10/2, whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

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

An employee granted unpaid military leave for less than three (3) consecutive days may, with supervisor approval, cover all or a portion of the leave with a voluntary schedule change, exchanging shifts with another employee(s) when the exchange is mutually agreed upon or by working to make up the lost time, provided that schedule changes or makeup time do not result in overtime.

12/10/4 The actual number of workdays granted an employee as military leave shall correspond to the number of workdays he/she is absent from his/her work station. The period of authorized leave shall be determined by the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

12/10/5 Public Emergencies - The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal or state law, who are called into State active duty service to meet situations arising from war, riot, great public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the State pursuant to s. 20.465(1)(c), Wis. Stats., in an amount equal to his/her base State salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

12/10/6 The Employer agrees that leave provided under this section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee shall be considered uninterrupted by such attendance.

12/10/7 The Employer agrees that employees who are called for a pre-induction physical for the military service shall be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

12/10/8 Differential pay, sick leave, and annual leave for employees activated into certain federal service.

A. Subject to C., below, an employee who is activated to serve on military duty in the U.S. armed forces shall be paid his or her state salary, less any military pay and housing allowances that he or she receives, during the period in which the employee is on military duty in the U.S. armed forces, unless the military pay and housing allowances equal or exceed his or her state salary, and shall accumulate sick leave and paid annual leave of absence as though no interruption in service has occurred if all of the following apply:

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

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

3. The employee has received a military leave of absence under 12/10/2, under 12/10/3, under s. 230.35(3), Wis. Stats., or under rules promulgated by OSER.

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

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a), Wis. Stats. or under 12/10/1 or 12/10/2 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a), Wis. Stats., or 12/10/1 or 12/10/2.

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) years. Any extension granted by the governor under this paragraph may apply to an individual employee or to a group of employees, as determined by the governor.

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

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

12/10/9 If an employee who is eligible to receive the pay and benefits authorized under 12/10/8 was activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 12/10/8 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 11 Jury Duty and Witness Status

12/11/1 The Employer agrees to provide an employee who is summoned for grand jury or petit jury duty leave with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate excluding any overtime or supplemental pay. Jury duty includes that period of time which the summoned employee is required to spend in the jury selection process. However, when the employee is not impaneled for actual duty and only on call, the employee shall report back to work unless authorized by the appointing authority to be absent from his/her work assignment. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty pay status for the remainder of his or her shift.

12/11/2 The Employer shall grant time off without loss of pay to an employee who is directed by the Employer to appear as a witness in an action which arises out of the employee's employment.

12/11/3 Second or third shift employees called for jury duty will be temporarily transferred to a first shift for the period of jury duty. When a second or third shift employee who has been called for jury duty is temporarily transferred to a first shift, the Employer may change the schedule of another employee on the same or a different shift capable of performing the work to cover the regular shift of the employee called for jury duty. With the approval of the Employer, the employee may trade shifts to accommodate jury duty. Reverse order of seniority may be a consideration in determining shift changes. Such a change of schedule shall not result in the payment of overtime to either employee.

Section 12 Voting Time

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

12/12/2 Election Officials

Employees who are appointed as Election Officials for public elections under the authority of the municipal clerk may serve without loss of pay for scheduled work hours on a public primary or general election day. Employees must submit to the supervisor a written request to be absent to serve as an Election Official at least seven

(7) calendar days in advance of the election and must provide written verification from the municipal clerk of their appointment as an Election Official.

Any employee who is approved to be absent to serve as an Election Official shall provide the Employer with written proof of the amount of compensation that he/she receives as an Election Official. The employee may elect to receive his/her state pay OR the pay he/she receives for being an Election Official. If state pay is selected, the amount of pay for being an Election Official shall be deducted from the state pay. Management reserves the right to limit the number of employees approved for leave on any given election day, based on operational needs.

Section 13 Retirement

12/13/1 The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats., and the appropriate Adm. Code rules of the Employee Trust Funds Board.

12/13/2 For the duration of this Agreement, for employees hired into a State Patrol titled classification prior to July 1, 2011, the Employer shall contribute on behalf of the employee five percent (5%) of the employee's earnings paid by the State.

~~**12/13/3** Effective July 6, 1986, the Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.~~

12/13/3 Employees hired into a State Patrol titled classification on or after July 1, 2011, shall contribute the full employee share of earnings into the Wisconsin Retirement System.

~~**12/13/4** Effective January 1, 1996, the Employer shall pay the additional three tenths of one percent (.3%) employee share of the required benefit adjustment contribution for general occupation employees.~~

12/13/4 "Employees hired into a State Patrol titled classification" on or after July 1, 2011 shall include individuals new to state government, individuals who reinstate after a separation from state service, individuals who restore into a State Patrol titled classification from a non-State Patrol titled classification, and individuals whose previous state position was not in a State Patrol titled classification.

12/13/5 In those cases where the Employer does not provide a pre-retirement counseling program, the Employer agrees to pay the attendance fee for all eligible employees and spouses who attend the pre-retirement counseling sessions presented by their local Vocational, Technical and Adult Education school.

Section 14 Meals While on Duty

12/14/1 When the Employer provides meals without charge to the employee, the employee will not be reimbursed for the meals.

~~**12/14/2** Police Communications Operators (PCOs) who are assigned eight (8) hour shifts or longer at the assigned headquarters or work site without relief for a meal break, are eligible for a $4 bag meal when the following conditions are met:~~

~~A. PCOs must work a minimum of five (5) hours, of a scheduled eight (8) hour shift, in order to claim a bag meal.~~

~~B. PCOs must remain at the assigned headquarters or work site for a minimum of five (5) hours during the assigned shift.~~

~~C. In order for a second bag meal to be claimed, the employee must work a minimum of twelve (12) hours continuously, at the headquarters or work site.~~

~~D. All bag meals claimed must be consumed on the premises.~~

~~E. The above amount includes tax and tip.~~

12/14/~~3~~2 Where full or part maintenance such as laundry, meals, lodging or quarters is furnished for the employee or his/her family, the employee shall be charged for the value of the allowance as established by the Director of the Office of State Employment Relations based upon recommendations made by the Department of Transportation~~employing agencies~~ prior to the implementation of such charges. Implementation of such increased charges shall take effect thirty (30) calendar days after the Director's approval.

Section 15 Hazardous Employment Status

12/15/1 The Employer agrees to continue in effect the present provisions and administration of s. 230.36(1), (2) and (3), Wis. Stats., which pertain to Employer payments to employees who suffer an injury while performing service for the Employer and incidental to his/her employment~~, except that Transportation Customer Representative Field Examiners shall be covered employees while:~~

~~A. seizing drivers licenses and/or plates on revocations, cancellations, and suspension matters; and~~

~~B. 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 while in work status or on the Employer's premises, or when engaged in crowd control, self-defense and riot training activities, they shall be covered employees. Eligibility of all other employees shall be as provided under s. 230.36, Wis. Stats. For the purposes of this section the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the Wisconsin Employment Relations Commission, shall not be applicable. The president of the local union shall be sent a copy of every injury report filed by an employee within seventy-two (72) hours after its completion.

12/15/2 Application for benefits under s. 230.36, Wis. Stats., shall be made by the employee or his/her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. While medical verification is required for final approval of a claim, failure by the physician to provide verification within the fourteen (14) days shall not be the basis for denial. In extenuating circumstances, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence and the qualifying duties on which the application is based.

12/15/3 Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employee and the president of the local union of his/her decision to authorize or deny the claim.

12/15/4 If an employee's claim for benefits under this section is denied by the appointing authority, the employee may, within thirty (30) calendar days, file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement.

12/15/5 Approved payments under this section shall continue from the date of inability to work until the date the employee returns to work or until the employee's status is changed to Worker's Compensation, disability retirement, new assignment or other appropriate status. When the appointing authority takes action to change the employee's status the employee may file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement. Employees on approved leave under this section shall be entitled to full base pay plus any unit-wide pay increases and personal holidays.

12/15/6 Employees on approved leave with pay under this section shall earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum period of six (6) months unless extended by the Employer. Employees shall be denied legal holiday credits for holidays which occur during the period of absence.

12/15/7 Employees on s. 230.36 leave who are unable to use earned personal holidays, compensatory time, annual leave, or legal holiday credits due to being off on s. 230.36 leave, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

12/15/8 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/her basic rate of pay for the job in which he/she was performing at the time of injury.

12/15/9 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefits resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

Section 16 Travel and Lodging

12/16/1 In this section the following definitions shall apply:

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

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

12/16/2 The Employer agrees to continue in effect the provisions of s. 16.53(12) and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business. Employees covered by this Agreement shall receive any additional increases in reimbursement rates that the Employer may obtain under s. 16.53(12) and 20.916, Wis. Stats.

12/16/3 Automobile Expense Reimbursement: Travel reimbursement from home to a work site or to a pickup point:

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

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

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

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

12/16/4 Rate of reimbursement

A. Automobile:

The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the state at a rate of ~~forty-two and one-half~~fifty one cents (~~$0.425~~$0.510), ~~forty-eight and one-half cents ($0.485) effective July 1, 2008,~~ per mile.

B. Motorcycle:

Employees shall be reimbursed for the use of privately owned motorcycles on state business. The rate for reimbursement shall ~~be twenty-one and two-tenths cents ($0.212),~~ twenty-eight and one-half cents ($0.285) ~~effective July 1, 2008~~, per mile, ~~beginning on the effective date of the Agreement,~~ subject to the following conditions:

1. Only one (1) individual may be transported on a single motorcycle.

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

3. Reimbursement for use of privately owned mopeds or bicycles on state business is not authorized.

4. The additional reimbursement rates authorized under 12/16/5 or 12/16/7 shall not apply to the use of motorcycles.

C. Airplane

The Employer agrees to reimburse any employee who is authorized and required to use a private airplane in his/her work for the state at the rate of ~~forty-two and one-half cents ($0.425), forty-eight and one-half~~ fifty one cents ($~~0.485~~0.510) ~~effective July 1, 2008~~, per mile.

12/16/5 An additional reimbursement at the rate of one cent ($.01) per mile shall be paid to any employee for the use of his/her personal automobile when used for any or all of the following reasons: as an emergency vehicle or under conditions which may cause excessive wear or depreciation (including pulling trailers; carrying two or more passengers; carrying tools, equipment or supplies) or which require the installation of special equipment. In addition, when an employee is authorized to use his/her vehicle on a construction project (including a pit, quarry, or to a bituminous mixing or concrete mixing site and survey work), or in woods or fields where trails, roads or portions thereof are not open to the public and not paved, the employee will be reimbursed at the rate of four cents ($.04) per mile for such actual miles driven under these conditions, in addition to the rates listed above to which the employee may be eligible. The total amount which will be reimbursed under this section shall not exceed five cents ($.05) per mile.

12/16/6 Reasonable charges for taxis and air limousines, including taxi tips at a maximum rate of 15% of the charge, are reimbursable when other modes of travel are not available or practical. Employees are required to obtain receipts where the cost of a one-way fare will exceed twenty-five ($25) dollars.

12/16/7 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.

If an employee, because of certified medical reasons, is not able to utilize a state vehicle, he/she shall be permitted to use his/her personal vehicle at the rate provided under 12/16/4.

12/16/8 Meals: Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties. The performance of the employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters. However, exceptions to the fifteen (15) mile requirement may be granted by the agency heads or their designee(s). Employees shall be reimbursed without receipts for meals, according to the following schedule.

A. As of July 1, ~~2001~~2013:

Breakfast --	$ 8.00
Lunch --	$ ~~9.00~~10.00
Dinner --	$~~17.00~~20.00

Maximum permitted amounts for individual meals in out-of-state cities, including tax and tip:

B. As of July 1, ~~2001~~2013:

Breakfast --	$10.00
Lunch --	$~~10.00~~15.00
Dinner --	$~~20.00~~25.00

12/16/9 The maximum allowable tip is fifteen percent (15%) of the meal claim. To be eligible for the noon meal reimbursement, the Department of Transportation~~agencies~~ requires that an employee leave his/her assigned headquarters station prior to 10:30 a.m. and return after 2:30 p.m.. For an employee whose scheduled hours of work are such that his/her workday would be completed prior to 2:30 p.m. (e.g. 5:00 a.m. to 1:45 p.m.), the above structure is inappropriate. For employees in travel status who work other than a 7:45 a.m.-4:30 p.m. work schedule, a sliding corridor of four (4) hours will be used to determine eligibility for reimbursement for the noon meal. If an employee were to start at a time earlier than 7:45 a.m., the 10:30 a.m. to 2:30 p.m. time block would be moved back correspondingly. For example, an employee who starts at 6:45 a.m. would have to be away from his/her headquarters station from 9:30 a.m. to 1:30 p.m. to be eligible for the noon meal reimbursement, provided all other requirements are met. Exceptions to the provisions in this paragraph may be made at the sole discretion of the Employer.

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

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

12/16/10 As of the effective date of this Agreement, employees shall be paid a flat rate of four dollars ($4.00) for each bag meal.

All of the above amounts include tax and tip.

12/16/11 Requests for reimbursement for amounts in excess of the above schedule must be accompanied by a receipt and full explanation of the reasonableness of such expense.

12/16/12 **Lodging**: Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the amount set forth below.

~~As of July 1, 2001 –~~ $~~72.00~~80.00 per night in Milwaukee, Racine and Waukesha counties, plus any applicable taxes.

~~As of July 1, 2001 –~~ $~~62.00~~70.00 per night in counties other than Milwaukee, Racine and Waukesha, plus any applicable taxes.

~~As of July 1, 2008 – $80.00 per night in Milwaukee, Racine and Waukesha counties, plus any applicable taxes.~~

~~As of July 1, 2008 – $70.00 per night in counties other than Milwaukee, Racine and Waukesha, plus any applicable taxes.~~

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

12/16/13 When employees are assigned to training programs, the Employer will not require sharing of rooms for more than two (2) consecutive nights when the room is furnished with two (2) normal motel room beds (excluding hide-a-bed or rollaway) nor will there be more than two (2) employees per room. The above limitations do not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of the co-employee with whom he/she wishes to share a room, the non-smoking preference, and health or religious related dietary needs identified by the employee.

12/16/14 **Parking**: Reasonable and necessary parking charges incurred in the performance of an employee's duties are reimbursable whether the employee is using his/her own personal car or an assigned car. This is based on the assumption that the employee is removed from his/her assigned headquarters.

12/16/15 **Miscellaneous - Travel Expenses:** While the use of credit cards is encouraged, travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars ($50). Such advance shall not exceed eighty percent (80%) of the estimated expenses.

12/16/16 One personal call home per day is reimbursable up to five dollars ($5.00) each for the following conditions:

A. Each night an employee must spend overnight away from home in travel status, or

B. As a result of each unscheduled geographical location change, or

C. As a result of an unscheduled change in travel status, which results in more than a one (1) hour extension to the employee's originally scheduled return time.

Section 17 Administration of Worker's Compensation Benefits

12/17/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the Employer shall make an initial determination as to whether the injury was job related; and if so, the Employer may authorize payment for temporary disability as specified in the Worker's Compensation Act.

12/17/2 In the event the Employer makes an initial determination that an injury or disease is job related and authorizes payment for temporary total disability as specified in the 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 Health Insurance premium as provided in Article XII, Section 1 for the period of the temporary total disability.

12/17/3 In the event the Employer denies the employee's claim of worker compensable injury or disease, and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article XII, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

12/17/4 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 18 Standby/On Call

12/18/1 Standby: When the Employer requires that an employee must be available for work and be able to report in less than one (1) hour, the employee shall be compensated on the basis of a fee of eighteen dollars ($18.00) for

each on call eight (8) hour period, or portion thereof, for which the employee is in standby status. The Employer shall make a reasonable effort to notify those affected employees of their release from standby status.

12/18/2 On Call: When the Employer requires that an employee respond to contact by either a beeper, pager or cell phone while off duty, the employee shall receive one (1) hour of compensatory time credit or pay for each calendar day where such response is required. In no case shall an employee receive both standby pay and on call compensatory time during the same off work time period.

Section 19 Hostage Leave

12/19/1 For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

12/19/2 An employee who alleges that he/she has suffered an injury as a result of being taken hostage, and whose injury is not covered under section 12/15/1 or 12/17/1 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

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

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

12/19/3 If the psychiatrist determines that the employee is not fit to return to work within the forty-five (45) calendar days provided under subsection B above, or the employee needs continued treatment or counseling as provided under 12/19/2 above, all benefits provided under this section shall cease and the Employer shall place the employee on Worker's Compensation as provided under Article XII, Section 17 of this Agreement. The employee shall continue to be covered by Worker's 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 20 Catastrophic Leave

12/20/1 This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal holiday and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

12/20/2 Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

12/20/3 A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one classified nonrepresented employee, and designated Employer representatives will comprise a joint committee.

12/20/4 Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies approval. Covered employees for purposes of this provision means any classified state employee having access to a Catastrophic Leave Program**,** excluding employees

in positions under s.230.08(cm), (d), and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin Investment Board and elected officials..

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

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

12/20/7 The local union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s) upon request.

12/20/8 To be an eligible recipient, an employee:

A. Must have completed the first six (6) months of an original probationary period. (Days of catastrophic leave benefits to a recipient shall be considered as leave without pay for probationary extension purposes.)

B. Must be on approved unpaid leave of absence.

C. Must be in need of at least one hundred sixty (160) hours.

D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family for which medical documentation is provided.

E. Must have exhausted all available sick leave and have no more than sixteen (16) hours of combined accrued annual leave, Saturday legal holiday, personal holiday and/or sabbatical leave time.

F. Must not be receiving other salary replacement benefits.

G. Must be approved to receive transfers by the local union approval committee.

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

I. Must remain a state employee.

J. Cannot receive more than eighty (80) days of catastrophic leave benefits per calendar year (Prorated based on FTE).

12/20/9 To be an eligible donor, an employee:

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

B. Cannot donate a combination of more than forty (40) hours of accrued personal holiday, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (Prorated based on FTE).

C. Must remain a state employee.

12/20/10 An applicant may consult with their Union representative by telephone for assistance with completing application materials for the Catastrophic Leave Program. Special requests for personal meetings or other arrangements based on an employee's disability may be considered.

12/20/11 It is understood that nothing in this Section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

12/20/12 It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

Section 21 Employee Funded Reimbursement Account

12/21/1 The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-Funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

Section 22 Calls at Home

12/22/1 For FLSA non-exempt employees, if the Employer contacts the employee at home about job-related business, the employee shall be credited with work time for all such calls. In no case shall the employee receive less than a single one-half (1/2) hour credit per day for such calls under this section. For purposes of this section, examples of job-related business calls include:

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

Examples of non-job-related business calls include:

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

Section 23 Critical Incidents

12/23/1 When the Employer determines that an extraordinary event has occurred which has the potential for causing significant mental or physical trauma to an employee(s), the appointing authority or designee may initiate treatment and support services provided in 12/19/2 and 12/19/3. It is expected that debriefing of affected employee(s) will occur and that the incident will be reviewed to determine any additional services, which may be necessary. Procedures of this section are not subject to the grievance procedures; however, they are an appropriate topic for labor/management meetings.

Section 24 Specialized Disaster Relief Services

12/24/1 Employees covered under this Agreement shall be covered under s. 230.35(1)(g)1 and (3)(e), Wis. Stats., regarding leaves of absence for participating in specialized disaster relief services.

ARTICLE XIII

NO STRIKE OR LOCKOUT

Section 1 General

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

13/1/2 The Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purported mass resignations or sick calls) or any concomitant thereof. The Union agrees that the Employer has the right to deal with any such strike activity by:

A. Imposing discipline, including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or on any, some, or all of the leaders of the labor organization who so participate, as the Employer may choose;

B. Canceling the civil service status of any employee engaging therein;

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

13/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty-four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

13/1/4 The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

Section 2 Dispute Resolution

13/2/1 In the event a dispute arises between the parties hereto with respect to whether or not the Union, or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled as provided in Article IV of this Agreement. This Section shall not affect the right of the Employer to deal with any strike activity pursuant to Section 1 of this Article.

ARTICLE XIV

GENERAL

Section 1 Obligation to Bargain

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

Section 2 Partial Invalidity

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

Section 3 Definition of Probationary Employee

14/3/1 The term "probationary employee" as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent, sessional and seasonal positions in the classified service shall be for a probationary period of six (6) months except as specifically provided in s. 230.28, Wis. Stats., and Wisconsin Administrative Code, ER~~ Pers~~ 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

14/4/1 For purposes of this Agreement, the appointing authority shall be defined as the person having final decision making authority in any agency.

~~Section 5 Definition of Seasonal Employment~~

~~**14/5/1** "Seasonal employment" means employment which normally permits attainment of permanent status in class through successive reinstatements and requires the services of an employee on an intermittent and recurring basis for at least six hundred (600) hours each year, during no more than twenty four (24) biweekly payroll periods of any twenty six (26) consecutive full biweekly payroll periods.~~

ARTICLE XV

Section 1 Termination of Agreement

15/1/1 The terms and conditions of this Agreement shall remain in full force and effect commencing on _____~~June 7, 2008~~, and terminating on June 30, ~~2009~~2015, unless the parties mutually agree to extend any or all of the terms. Upon termination, all obligations are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of this Agreement.

Section 2 Negotiations of Future Agreements

15/2/1 During the term of the Agreement, the parties will attempt to agree on a timetable for negotiations which will maximize the probability of reaching agreement on a new contract prior to July 1, ~~2009~~2015.

NEGOTIATING NOTE NO. 1
~~2007-2009~~2013-2015 AGREEMENT

STATE PATROL TROOPERS~~,~~ AND INSPECTORS
~~AND POLICE COMMUNICATIONS OPERATORS (PCOs)~~
ASSIGNED TO
NATIVE AMERICAN TREATY RIGHTS ENFORCEMENT

The Employer agrees that each State Patrol Trooper~~,~~ and Inspector ~~and Police Communications Operator~~ who is assigned for Native American Treaty Rights Enforcement duty shall be given twelve dollars ($12.00) for each night the employee is required to spend away from home, in addition to other compensation to which they are entitled while assigned such duty.

MEMORANDUM OF UNDERSTANDING # 1_
2013-2015 AGREEMENT

Any references in this Agreement to the Office of State Employment Relations and/or its Director shall be interpreted to have the same application with respect to the successor Department of Administration Division. The above change is provided for in the budget bill. If the bill that is enacted does not allow for the implementation of these provisions this MOU will be invalid and considered deleted.

MEMORANDUM OF UNDERSTANDING # 2_

2013-2015 AGREEMENT

STAR Project

The State Transforming Agency Resources (STAR) Project will consolidate IT systems and equipment for improved efficiency, consistency among state agencies, and modernization of the State's IT infrastructure. Related to this effort, certain changes to current payroll processes may be required including the following:

1. Standardization of Employee Hourly Rate Calculation: The hourly compensation rate used to calculate state employee pay be expressed in hundredths (two decimal places) instead of the current thousandths (three decimal places). In the event this is implemented, employees' pay rates and pay progression and pay schedule amounts will be rounded up to reflect two decimal points.
2. Standardization of Annual Full-Time-Equivalent Employee Hours: Use 2080 hours to calculate a full-time-equivalent employee's annual compensation instead of the current 2088 hours.

The parties agree that if the changes described in 1. and/or 2., above, are implemented in conjunction with the implementation of one comprehensive administrative system, those changes will also be applied to the WLEA collective bargaining agreement, where applicable.

Example of possible change from 2088 to 2080 hour basis if 2., above, is implemented:

Annual Leave Rate	Conversion Factor (Per Hour in Pay Status)	
	Based on 2088 Hours	Based on 2080 Hours
104	.049808	.050000
144	.068966	.069231
160	.076628	.076923
184	.088123	.088462
200	.095785	.096154
216	.103448	.103846

~~Appendix A~~

~~PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID*~~
~~Effective June 8, 2008 through July 5, 2008~~

	~~Range~~								
~~Seniority~~	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~40~~	~~41~~	~~42~~
~~0~~	~~11.673~~	~~12.627~~	~~13.658~~	~~14.776~~	~~15.985~~	~~17.296~~	~~18.476~~	~~23.766~~	~~15.742~~
~~1~~	~~11.789~~	~~12.752~~	~~13.793~~	~~14.922~~	~~16.143~~	~~17.467~~	~~18.659~~	~~24.001~~	~~15.898~~
~~2~~	~~11.906~~	~~12.878~~	~~13.929~~	~~15.070~~	~~16.303~~	~~17.639~~	~~19.169~~	~~25.168~~	~~16.000~~
~~3~~	~~12.024~~	~~13.005~~	~~14.067~~	~~15.219~~	~~16.464~~	~~17.814~~	~~19.934~~	~~26.335~~	~~16.225~~
~~4~~	~~12.046~~	~~13.027~~	~~14.089~~	~~15.239~~	~~16.486~~	~~17.836~~	~~20.699~~	~~27.502~~	~~16.597~~
~~5~~	~~12.100~~	~~13.081~~	~~14.143~~	~~15.293~~	~~16.540~~	~~17.889~~	~~21.617~~	~~28.669~~	~~16.969~~
~~6~~	~~12.219~~	~~13.209~~	~~14.283~~	~~15.445~~	~~16.704~~	~~18.065~~	~~22.178~~	~~29.835~~	~~17.428~~
~~7~~	~~12.280~~	~~13.274~~	~~14.351~~	~~15.522~~	~~16.788~~	~~18.155~~	~~22.688~~	~~29.835~~	~~17.872~~
~~8~~	~~12.734~~	~~13.765~~	~~14.882~~	~~16.097~~	~~17.407~~	~~18.827~~	~~22.994~~	~~29.835~~	~~18.244~~
~~9~~	~~12.987~~	~~14.040~~	~~15.180~~	~~16.415~~	~~17.753~~	~~19.202~~	~~23.402~~	~~29.835~~	~~18.550~~
~~10~~	~~13.386~~	~~14.593~~	~~15.684~~	~~16.850~~	~~18.079~~	~~19.537~~	~~23.963~~	~~29.835~~	~~19.111~~
~~11~~	~~13.701~~	~~14.980~~	~~15.985~~	~~17.214~~	~~18.344~~	~~19.786~~	~~24.422~~	~~29.835~~	~~19.417~~
~~12~~	~~14.015~~	~~15.293~~	~~16.487~~	~~17.566~~	~~18.606~~	~~20.049~~	~~25.136~~	~~29.835~~	~~19.978~~
~~13~~	~~14.227~~	~~15.495~~	~~16.688~~	~~17.768~~	~~18.932~~	~~20.263~~	~~25.493~~	~~29.835~~	~~20.539~~
~~14~~	~~14.425~~	~~15.710~~	~~16.901~~	~~18.017~~	~~19.183~~	~~20.463~~	~~25.799~~	~~29.835~~	~~21.100~~
~~15~~	~~14.834~~	~~15.910~~	~~17.113~~	~~18.206~~	~~19.384~~	~~20.664~~	~~26.207~~	~~29.835~~	~~21.865~~
~~16~~	~~15.043~~	~~16.347~~	~~17.592~~	~~18.660~~	~~19.721~~	~~21.206~~	~~26.615~~	~~29.835~~	~~22.426~~
~~17~~	~~15.249~~	~~16.549~~	~~17.811~~	~~18.869~~	~~19.930~~	~~21.411~~	~~27.074~~	~~29.835~~	~~22.426~~
~~18~~	~~15.456~~	~~16.753~~	~~18.028~~	~~19.072~~	~~20.136~~	~~21.618~~	~~28.054~~	~~29.850~~	~~22.426~~
~~19~~	~~15.665~~	~~16.988~~	~~18.249~~	~~19.284~~	~~20.342~~	~~21.824~~	~~28.054~~	~~29.850~~	~~22.426~~
~~20~~	~~15.870~~	~~17.206~~	~~18.467~~	~~19.490~~	~~20.548~~	~~22.027~~	~~28.105~~	~~29.903~~	~~22.426~~
~~21~~	~~16.076~~	~~17.423~~	~~18.674~~	~~19.695~~	~~20.756~~	~~22.249~~	~~28.105~~	~~29.903~~	~~22.426~~
~~22~~	~~16.285~~	~~17.644~~	~~18.877~~	~~19.904~~	~~20.965~~	~~22.454~~	~~28.105~~	~~29.903~~	~~22.426~~
~~23~~	~~16.490~~	~~17.849~~	~~19.084~~	~~20.111~~	~~21.169~~	~~22.659~~	~~28.105~~	~~29.903~~	~~22.426~~
~~24~~	~~16.604~~	~~17.960~~	~~19.191~~	~~20.315~~	~~21.376~~	~~22.893~~	~~28.105~~	~~29.903~~	~~22.426~~
~~25~~	~~16.719~~	~~18.075~~	~~19.306~~	~~20.523~~	~~21.580~~	~~23.102~~	~~28.156~~	~~29.956~~	~~22.426~~

~~*This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on years of seniority as of June 30, 2007.~~

Appendix A

Pay Range 63-40

STATE PATROL SENIORITY-BASED TRANSACTION GRID*

Grid Prior to Implementation of GWAs		Grid for Implementation of FY 2013-14 3.0% GWA		Grid for Implementation of FY 2014-15 3.0% GWA, and through June 30, 2015	
Full Years Seniority as of June 30, 2008	**Hourly Rate**	**Full Years Seniority as of June 30, 2008**	**Hourly Rate**	**Full Years Seniority as of June 30, 2008**	**Hourly Rate**
0	19.951	**0**	20.550	**0**	21.17
1	20.045	**1**	20.647	**1**	21.27
2	20.259	**2**	20.867	**2**	21.50
3	20.871	**3**	21.498	**3**	22.15
4	21.659	**4**	22.309	**4**	22.98
5	22.447	**5**	23.121	**5**	23.82
6	23.393	**6**	24.095	**6**	24.82
7	23.899	**7**	24.616	**7**	25.36
8	24.322	**8**	25.052	**8**	25.81
9	24.745	**9**	25.488	**9**	26.26
10	25.207	**10**	25.964	**10**	26.75
11	25.799	**11**	26.573	**11**	27.38
12	26.385	**12**	27.177	**12**	28.00
13	26.962	**13**	27.771	**13**	28.61
14	27.385	**14**	28.207	**14**	29.06
15	27.854	**15**	28.690	**15**	29.56
16	28.387	**16**	29.239	**16**	30.12
17+	28.955	**17+**	29.824	**17+**	30.72

*These grids are applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on June 30, 2008 years of seniority.

~~Appendix B~~

~~PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID*~~
~~Effective July 6, 2008 through October 11, 2008~~

	~~Range~~								
~~Seniority~~	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~40~~	~~41~~	~~42~~
~~0~~	~~11.732~~	~~12.691~~	~~13.727~~	~~14.850~~	~~16.065~~	~~17.383~~	~~18.569~~	~~23.885~~	~~15.821~~
~~1~~	~~11.790~~	~~12.754~~	~~13.795~~	~~14.924~~	~~16.145~~	~~17.469~~	~~18.661~~	~~24.004~~	~~15.900~~
~~2~~	~~11.907~~	~~12.880~~	~~13.931~~	~~15.072~~	~~16.305~~	~~17.642~~	~~18.846~~	~~24.242~~	~~16.057~~
~~3~~	~~12.026~~	~~13.007~~	~~14.069~~	~~15.221~~	~~16.467~~	~~17.816~~	~~19.361~~	~~25.420~~	~~16.160~~
~~4~~	~~12.145~~	~~13.136~~	~~14.208~~	~~15.372~~	~~16.629~~	~~17.993~~	~~20.134~~	~~26.599~~	~~16.388~~
~~5~~	~~12.167~~	~~13.158~~	~~14.230~~	~~15.392~~	~~16.651~~	~~18.015~~	~~20.906~~	~~27.778~~	~~16.763~~
~~6~~	~~12.221~~	~~13.212~~	~~14.285~~	~~15.446~~	~~16.706~~	~~18.068~~	~~21.834~~	~~28.956~~	~~17.139~~
~~7~~	~~12.342~~	~~13.342~~	~~14.426~~	~~15.600~~	~~16.872~~	~~18.246~~	~~22.400~~	~~30.134~~	~~17.603~~
~~8~~	~~12.403~~	~~13.407~~	~~14.495~~	~~15.678~~	~~16.956~~	~~18.337~~	~~22.915~~	~~30.134~~	~~18.051~~
~~9~~	~~12.862~~	~~13.903~~	~~15.031~~	~~16.258~~	~~17.582~~	~~19.016~~	~~23.224~~	~~30.134~~	~~18.427~~
~~10~~	~~13.117~~	~~14.181~~	~~15.332~~	~~16.580~~	~~17.931~~	~~19.395~~	~~23.637~~	~~30.134~~	~~18.736~~
~~11~~	~~13.520~~	~~14.739~~	~~15.841~~	~~17.019~~	~~18.260~~	~~19.733~~	~~24.203~~	~~30.134~~	~~19.303~~
~~12~~	~~13.839~~	~~15.130~~	~~16.145~~	~~17.387~~	~~18.528~~	~~19.984~~	~~24.667~~	~~30.134~~	~~19.612~~
~~13~~	~~14.156~~	~~15.446~~	~~16.652~~	~~17.742~~	~~18.793~~	~~20.250~~	~~25.388~~	~~30.134~~	~~20.178~~
~~14~~	~~14.370~~	~~15.650~~	~~16.855~~	~~17.946~~	~~19.122~~	~~20.466~~	~~25.748~~	~~30.134~~	~~20.745~~
~~15~~	~~14.570~~	~~15.868~~	~~17.071~~	~~18.198~~	~~19.375~~	~~20.668~~	~~26.057~~	~~30.134~~	~~21.311~~
~~16~~	~~14.983~~	~~16.070~~	~~17.285~~	~~18.389~~	~~19.578~~	~~20.871~~	~~26.470~~	~~30.134~~	~~22.084~~
~~17~~	~~15.194~~	~~16.511~~	~~17.768~~	~~18.847~~	~~19.919~~	~~21.419~~	~~26.882~~	~~30.134~~	~~22.651~~
~~18~~	~~15.402~~	~~16.715~~	~~17.990~~	~~19.058~~	~~20.130~~	~~21.626~~	~~27.345~~	~~30.134~~	~~22.651~~
~~19~~	~~15.611~~	~~16.921~~	~~18.209~~	~~19.263~~	~~20.338~~	~~21.835~~	~~28.335~~	~~30.149~~	~~22.651~~
~~20~~	~~15.822~~	~~17.158~~	~~18.432~~	~~19.477~~	~~20.546~~	~~22.043~~	~~28.335~~	~~30.149~~	~~22.651~~
~~21~~	~~16.029~~	~~17.379~~	~~18.652~~	~~19.685~~	~~20.754~~	~~22.248~~	~~28.387~~	~~30.203~~	~~22.651~~
~~22~~	~~16.237~~	~~17.598~~	~~18.861~~	~~19.892~~	~~20.964~~	~~22.472~~	~~28.387~~	~~30.203~~	~~22.651~~
~~23~~	~~16.448~~	~~17.821~~	~~19.066~~	~~20.104~~	~~21.175~~	~~22.679~~	~~28.387~~	~~30.203~~	~~22.651~~
~~24~~	~~16.655~~	~~18.028~~	~~19.275~~	~~20.313~~	~~21.381~~	~~22.886~~	~~28.387~~	~~30.203~~	~~22.651~~
~~25~~	~~16.771~~	~~18.140~~	~~19.383~~	~~20.519~~	~~21.590~~	~~23.122~~	~~28.387~~	~~30.203~~	~~22.651~~

~~*This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on years of seniority as of June 30, 2008.~~

APPENDIX ~~G~~B
~~2007-2009~~2013-2015 AGREEMENT

PERSONNEL TRANSACTION PAY ADJUSTMENTS

~~Except as provided below, a~~All personnel transaction pay adjustments for employees moving to, between, or within positions allocated to classifications in WLEA in pay range 63-40 will be determined in accordance with the following provisions. ~~The changes to these provisions will be effective the day of the FY 2005-2007 wage adjustments provided in Article XI of this Agreement.~~

~~Effective January 4, 2009, after implementation of new pay schedules, pay administration for pay ranges 36-9, 36-10, 36-11, 36-12, 36-13, 36-14 and 36-15 will be in accordance with Appendix H.~~

A. DEFINITIONS. The definitions set forth in the rules (ss. ER 1.02 and ER MRS. 1.02, Wis. Adm. Code) will be used in determining all personnel transactions with the following exceptions/additions:

~~1. For pay schedules included in this Agreement, "higher pay range" means the pay range with the grid endpoint rate that has the greater dollar value, when comparing pay ranges not designated as counterparts. (Replaces definition for "higher pay range" in ss. ER 1.02 (13) and ER MRS. 1.02(9), Wis. Adm. Code)~~

~~2. For pay schedules included in this Agreement, "lower pay range" means the pay range with the grid endpoint rate that has the lesser dollar value, when comparing pay ranges not designated as counterparts. (Replaces definition for "lower pay range" in ss. ER 1.02(19) and ER MRS. 1.02(16), Wis. Adm. Code)~~

~~3. For pay schedules included in this Agreement, "same pay range" means a pay range with a grid endpoint rate that has the same dollar value, when comparing pay ranges not designated as counterparts. (Supplementary definition)~~

~~4. For pay schedules included in this Agreement, "pay range maximum" means the grid endpoint of a pay range. (Supplementary definition)~~

~~5~~1. "Grid rate" means the rate of pay associated with a grid point in ~~a~~ pay range 63-40. ~~(Supplementary definition)~~

~~6~~2. "Grid seniority" means an employee's or former employee's full years of seniority on the date used to determine seniority level for purposes of implementing the most current grid ~~for the applicable pay schedule~~. ~~(Supplementary definition)~~

B. PAY ON COMPLETION OF ALL PAY TRANSACTIONS (MINIMUM REQUIREMENT ~~FOR EMPLOYEES OTHER THAN TRAINEES~~). In general, on completion of any personnel transaction, an employee will receive a base pay rate ~~equal to~~not less than the minimum rate for the class ~~if the employee is serving a probationary period~~.

C. PAY ON COMPLETION OF THE FIRST SIX MONTHS OF AN ORIGINAL PROBATION. There will be no increase upon completion of the first six months of an original probation.

D. PAY ON ~~ALL UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS)~~.

An employee's base pay will be set at the greater of the following rates:

1. the grid rate for the new class that corresponds to the employee's grid seniority; or

2. the employee's current base pay rate~~; or~~

~~3. if the employee's current base pay rate is greater than the grid endpoint of the old class, the employee's current base pay rate plus the difference between the grid endpoint rate of the new class and the grid endpoint rate of the old class~~.

E. PAY ON ALL DOWNWARD MOVEMENTS

~~1. VOLUNTARY DEMOTIONS OTHER THAN DEMOTION IN LIEU OF LAYOFF.~~ An employee's base pay ~~will~~may be set at ~~the grid~~any rate ~~for the new class that~~which is not less than the grid rate that corresponds to the employee's grid seniority and not greater than the employee's current base pay rate. ~~If the employee's grid seniority level is greater than or equal to the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at:~~

~~the grid endpoint rate.~~

~~2. ALL OTHER DOWNWARD MOVEMENTS (INVOLUNTARY DEMOTIONS, VOLUNTARY DEMOTIONS IN LIEU OF LAYOFF OR AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1, AND REGRADE ON RECLASSIFICATION OR REALLOCATION TO A LOWER CLASS). An employee's base pay will be set at the greater of the following rates:~~

~~a. the grid rate for the new class that corresponds to the employee's grid seniority; or~~

~~b. the employee's current base pay rate.~~

~~If the downward movement results in the employee retaining his/her current base pay rate, such a rate will remain in effect for a period of two (2) years from the transaction effective date ("temporary transaction rate"). Upon expiration of the temporary transaction period or upon the employee's separation from state service, whichever occurs earlier, the employee's current pay will be set in accordance with the provisions for demotion under E/1, of this Appendix. Upon termination of the temporary transaction rate for any of the reasons identified above, the adjusted current pay rate will be used when determining the appropriate pay rate for all subsequent personnel transactions, unless otherwise provided in this Appendix.~~

F. PAY ON LATERAL MOVEMENTS

1. VOLUNTARY TRANSFERS ~~WITHIN THE SAME BARGAINING UNIT; AND REGRADE ON RECLASSIFICATION OR REALLOCATION TO THE SAME OR COUNTERPART PAY RANGE; AND MOVEMENT BETWEEN LETTERED LEVELS OF THE SAME CLASSIFICATION~~. An employee's base pay will be set at the greater of the following rates:

a. the grid rate for the new class that corresponds to the employee's grid seniority; or

b. the employee's current base pay rate.

~~**2. TRANSFERS BETWEEN BARGAINING UNITS (EXCEPT THOSE NOTED IN 3., BELOW).** An employee's base pay will be set at the grid rate for the new class that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate. If the employee's grid seniority level is less than the lowest seniority level for the new class, the employee's base pay will be set at the minimum rate for the new class.~~

~~3~~2. INVOLUNTARY TRANSFERS ~~BETWEEN BARGAINING UNITS INVOLVING INVOLUNTARY TRANSFERS,~~INCLUDING TRANSFERS IN LIEU OF LAYOFF OR TRANSFERS AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1. An employee's base pay will be set at the greater of the following rates:

a. the grid rate for the new class that corresponds to the employee's grid seniority; or

b. the employee's current base pay rate.

~~If the lateral movement results in the employee retaining his/her current base pay rate, such a rate will remain in effect for a period of two (2) years from the transaction effective date ("temporary transaction rate"). Upon expiration of the temporary transaction period, a personnel transaction that provides a higher base pay rate, or upon movement out of the WLEA Bbargaining Uunit, whichever occurs earlier, the employee's current pay will be set in accordance with the provisions for transfer under F/2, of this Appendix. Upon termination of the temporary transaction rate for any of the reasons identified above, the adjusted current pay rate will be used when determining the appropriate pay rate for all subsequent personnel transactions, unless otherwise provided in this Appendix.~~

G. PAY ON REINSTATEMENT. An employee's base pay will be set at the grid rate for the class to which reinstated that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the class, the employee's base pay will be set at the grid endpoint rate. If an employee's grid seniority level is less than the lowest seniority level for the class to which reinstated and the employee previously attained permanent status in class, the employee's base pay will be set at the minimum rate for the class to which reinstated.

H. PAY ON RESTORATION

~~1. RESTORATION (ALL, INCLUDING RESTORATION UNDER 8/6/2 OR 8/6/3, AND EXCEPT AS PROVIDED UNDER 2, BELOW).~~

~~a. Upon restoration to a position at the same pay range and in the same bargaining unit as the class from which restoration rights are derived, an employee's base pay will be set at the greater of the following rates:~~

~~(1) the grid rate for the class to which the employee is restored that corresponds to the employee's grid seniority, or~~

~~(2) the employee's last rate of pay received in the position from which restoration rights are derived, plus any intervening adjustments under s. ER 29.04(13) or (14), Wis. Adm. Code. The adjustments applied to the employee's last rate of pay received will be those applied to the class from which the restoration rights are derived.~~

~~b. Upon restoration to a position at a counterpart pay range from that of the position from which restoration rights are derived, an employee's base pay will be set at the grid rate for the class to which restored that corresponds to the employee's grid seniority. If the employee's grid seniority is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate.~~

~~c. Upon restoration to a position at a lower pay range from the position from which restoration rights are derived, an employee's base pay will be set in accordance with the provisions under E/2, of this Appendix, relating to demotions other than those that are voluntary.~~

~~2. RESTORATION UPON NON COMPLETION OF PROBATION UPON PROMOTION WITHIN AN AGENCY UNDER S. ER MRS 14.03(1), WIS. ADM. CODE (PROMOTIONS BETWEEN BARGAINING UNITS ONLY).~~ An employee's base pay will be set at the grid rate for the class~~,~~ to which restored~~,~~ that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate.

I. PAY ON ACCRETION PURSUANT TO S. 230.15(1), WIS. STATS. An employee's base pay will be set at the grid rate for the class to which accreted that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the class, the employee's base pay will be set at the grid endpoint rate.

J. EFFECTIVE DATE OF REGRADE ADJUSTMENTS. Pay adjustments resulting from regrading an employee will be effective in accordance with the policies established by the ~~Secretary~~Director of the Office of State Employment Relations.

K. MULTIPLE PAY ADJUSTMENTS. Multiple pay adjustments that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code.

~~**L. PAY ADJUSTMENTS FOR TRAINEES.**~~

~~1. General. On completion of any personnel transaction, a trainee will receive a base pay rate not less than the minimum rate for the training program.~~

~~2. Regrade on Reallocation (Upward, Downward, Lateral). A trainee will retain the same pay relationship within the training program, based upon qualifications and the specific segments of the training program that have been waived or completed.~~

~~3. Upward, Downward or Lateral Movements (Promotion, Demotion or Transfer). A trainee's base pay will be set in accordance with the applicable provisions of this Appendix.~~

~~Appendix C~~

~~PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID*~~
~~Effective October 12, 2008 through January 3, 2009~~

	~~Range~~								
~~Seniority~~	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~40~~	~~41~~	~~42~~
~~0~~	~~11.732~~	~~12.691~~	~~13.727~~	~~14.850~~	~~16.065~~	~~17.383~~	~~19.559~~	~~27.182~~	~~16.176~~
~~1~~	~~11.790~~	~~12.754~~	~~13.795~~	~~14.924~~	~~16.145~~	~~17.469~~	~~19.651~~	~~27.786~~	~~16.255~~
~~2~~	~~11.907~~	~~12.880~~	~~13.931~~	~~15.072~~	~~16.305~~	~~17.642~~	~~19.861~~	~~28.390~~	~~16.453~~
~~3~~	~~12.026~~	~~13.007~~	~~14.069~~	~~15.221~~	~~16.467~~	~~17.816~~	~~20.461~~	~~28.994~~	~~16.606~~
~~4~~	~~12.145~~	~~13.136~~	~~14.208~~	~~15.372~~	~~16.629~~	~~17.993~~	~~21.234~~	~~29.598~~	~~16.933~~
~~5~~	~~12.167~~	~~13.158~~	~~14.230~~	~~15.392~~	~~16.651~~	~~18.015~~	~~22.006~~	~~30.203~~	~~17.360~~
~~6~~	~~12.221~~	~~13.212~~	~~14.285~~	~~15.446~~	~~16.706~~	~~18.068~~	~~22.934~~	~~30.203~~	~~17.866~~
~~7~~	~~12.342~~	~~13.342~~	~~14.426~~	~~15.600~~	~~16.872~~	~~18.246~~	~~23.430~~	~~30.203~~	~~18.384~~
~~8~~	~~12.403~~	~~13.407~~	~~14.495~~	~~15.678~~	~~16.956~~	~~18.337~~	~~23.845~~	~~30.203~~	~~18.861~~
~~9~~	~~12.862~~	~~13.903~~	~~15.031~~	~~16.258~~	~~17.582~~	~~19.016~~	~~24.259~~	~~30.203~~	~~19.347~~
~~10~~	~~13.117~~	~~14.181~~	~~15.332~~	~~16.580~~	~~17.931~~	~~19.395~~	~~24.712~~	~~30.203~~	~~20.036~~
~~11~~	~~13.520~~	~~14.739~~	~~15.841~~	~~17.019~~	~~18.260~~	~~19.733~~	~~25.293~~	~~30.203~~	~~20.723~~
~~12~~	~~13.839~~	~~15.130~~	~~16.145~~	~~17.387~~	~~18.528~~	~~19.984~~	~~25.867~~	~~30.203~~	~~21.412~~
~~13~~	~~14.156~~	~~15.446~~	~~16.652~~	~~17.742~~	~~18.793~~	~~20.250~~	~~26.433~~	~~30.203~~	~~22.088~~
~~14~~	~~14.370~~	~~15.650~~	~~16.855~~	~~17.946~~	~~19.122~~	~~20.466~~	~~26.848~~	~~30.203~~	~~22.751~~
~~15~~	~~14.570~~	~~15.868~~	~~17.071~~	~~18.198~~	~~19.375~~	~~20.668~~	~~27.307~~	~~30.203~~	~~22.751~~
~~16~~	~~14.983~~	~~16.070~~	~~17.285~~	~~18.389~~	~~19.578~~	~~20.871~~	~~27.830~~	~~30.203~~	~~22.751~~
~~17~~	~~15.194~~	~~16.511~~	~~17.768~~	~~18.847~~	~~19.919~~	~~21.419~~	~~28.387~~	~~30.203~~	~~22.751~~
~~18~~	~~15.402~~	~~16.715~~	~~17.990~~	~~19.058~~	~~20.130~~	~~21.626~~	~~28.387~~	~~30.203~~	~~22.751~~
~~19~~	~~15.611~~	~~16.921~~	~~18.209~~	~~19.263~~	~~20.338~~	~~21.835~~	~~28.387~~	~~30.203~~	~~22.751~~
~~20~~	~~15.822~~	~~17.158~~	~~18.432~~	~~19.477~~	~~20.546~~	~~22.043~~	~~28.387~~	~~30.203~~	~~22.751~~
~~21~~	~~16.029~~	~~17.379~~	~~18.652~~	~~19.685~~	~~20.754~~	~~22.248~~	~~28.387~~	~~30.203~~	~~22.751~~
~~22~~	~~16.237~~	~~17.598~~	~~18.861~~	~~19.892~~	~~20.964~~	~~22.472~~	~~28.387~~	~~30.203~~	~~22.751~~
~~23~~	~~16.448~~	~~17.821~~	~~19.066~~	~~20.104~~	~~21.175~~	~~22.679~~	~~28.387~~	~~30.203~~	~~22.751~~
~~24~~	~~16.655~~	~~18.028~~	~~19.275~~	~~20.313~~	~~21.381~~	~~22.886~~	~~28.387~~	~~30.203~~	~~22.751~~
~~25~~	~~16.771~~	~~18.140~~	~~19.383~~	~~20.519~~	~~21.590~~	~~23.122~~	~~28.387~~	~~30.203~~	~~22.751~~

~~*This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on years of seniority as of June 30, 2008.~~

Appendix C

Pay Schedule 63

Effective the first pay period following the Agreement effective date through June 30, 2015

Pay Schedule	Range	Minimum	Maximum	Within Range Pay Step
63	41	21.00	22.00	0.63
63	42	22.00	23.00	0.66
63	43	23.00	24.50	0.69
63	44	24.50	26.00	0.74
63	45	26.00	28.00	0.78
63	46	28.00	30.00	0.84
63	47	31.00	32.25	0.93
63	48	28.26	34.88	0.85

~~Appendix D-1~~

~~PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID*~~
~~Pay Ranges 36-40, 36-41, 36-42~~
~~Effective January 4, 2009 through June 6, 2009~~

	~~Range~~		
~~Seniority~~	~~40~~	~~41~~	~~42~~
~~0~~	~~19.559~~	~~27.182~~	~~16.176~~
~~1~~	~~19.651~~	~~27.786~~	~~16.255~~
~~2~~	~~19.861~~	~~28.390~~	~~16.453~~
~~3~~	~~20.461~~	~~28.994~~	~~16.606~~
~~4~~	~~21.234~~	~~29.598~~	~~16.933~~
~~5~~	~~22.006~~	~~30.203~~	~~17.360~~
~~6~~	~~22.934~~	~~30.203~~	~~17.866~~
~~7~~	~~23.430~~	~~30.203~~	~~18.384~~
~~8~~	~~23.845~~	~~30.203~~	~~18.861~~
~~9~~	~~24.259~~	~~30.203~~	~~19.347~~
~~10~~	~~24.712~~	~~30.203~~	~~20.036~~
~~11~~	~~25.293~~	~~30.203~~	~~20.723~~
~~12~~	~~25.867~~	~~30.203~~	~~21.412~~
~~13~~	~~26.433~~	~~30.203~~	~~22.088~~
~~14~~	~~26.848~~	~~30.203~~	~~22.751~~
~~15~~	~~27.307~~	~~30.203~~	~~22.751~~
~~16~~	~~27.830~~	~~30.203~~	~~22.751~~
~~17~~	~~28.387~~	~~30.203~~	~~22.751~~
~~18~~	~~28.387~~	~~30.203~~	~~22.751~~
~~19~~	~~28.387~~	~~30.203~~	~~22.751~~
~~20~~	~~28.387~~	~~30.203~~	~~22.751~~
~~21~~	~~28.387~~	~~30.203~~	~~22.751~~
~~22~~	~~28.387~~	~~30.203~~	~~22.751~~
~~23~~	~~28.387~~	~~30.203~~	~~22.751~~
~~24~~	~~28.387~~	~~30.203~~	~~22.751~~
~~25~~	~~28.387~~	~~30.203~~	~~22.751~~

~~*This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on years of seniority as of June 30, 2008.~~

Appendix D
Pay Administration for Classifications assigned to Pay Ranges 63-41 through 63-47

All personnel transaction pay adjustments for employees moving to, between, or within positions allocated to classifications assigned to pay ranges 63-41 through 63-47 will be determined in accordance with the following provisions.

1. A. Upon initial reallocation of positions to this set of pay ranges, an employee shall receive the rate of pay equal to the minimum of the pay range of the employee's new classification based on the employee's time in state service (based on the employee's adjusted continuous service date) as of the reallocation effective date, except an employee shall keep his/her pay rate immediately preceding reallocation, if greater, not to exceed the maximum of pay range 63-47.

   B. Upon all subsequent personnel transactions, pay shall be set as described in 2. through 8., below based on the employee's time in a State Patrol Law Enforcement classification title.

2. Upon transfer, an employee shall keep their current rate of pay.

3. Upon reclass/reallocation/regrade, an employee shall receive the minimum of the pay range of the new classification or their current rate of pay, if greater, not to exceed the maximum of pay range 63-47.

4. Upon demotion, an employee shall receive the minimum of the pay range of the new classification or up to their current rate of pay, if greater, not to exceed the maximum of pay range 63-47.

5. Upon reinstatement, an employee shall receive the minimum of the pay range of the new classification or up to their last rate received, if greater, not to exceed the maximum of pay range 63-47.

6. Upon restoration, an employee shall receive the minimum of the pay range of the new classification or their last rate received, if greater, not to exceed the maximum of pay range 63-47.

7. Upon promotion, an employee shall receive the minimum of the pay range of the new classification they promote to or up to their current rate of pay, if greater, not to exceed the maximum of pay range 63-47.

8. Upon original appointment, an employee shall receive the minimum of the pay range.

Appendix E
Pay Administration for Classifications assigned to Pay Range 63-48

All personnel transaction pay adjustments for employees moving to, between, or within positions allocated to classifications assigned to pay range 63-48 will be determined in accordance with Chapter ER 29 of the Wisconsin Administrative Code.

~~**Appendix D-2**~~

~~**PAY SCHEDULE 36: DMV FIELD AGENT**~~
~~**Pay Ranges 36-11 through 36-15***~~
~~**Effective January 4, 2009 through June 6, 2009**~~

~~Range~~	~~Minimum~~	~~Maximum~~	~~WRPS~~	~~Range Adjustment~~
~~11~~	~~14.110~~	~~21.273~~	~~0.424~~	~~1.350~~
~~12~~	~~15.260~~	~~22.996~~	~~0.458~~	~~1.400~~
~~13~~	~~16.502~~	~~24.861~~	~~0.496~~	~~1.450~~
~~14~~	~~17.849~~	~~26.881~~	~~0.536~~	~~1.500~~
~~15~~	~~19.308~~	~~29.071~~	~~0.580~~	~~1.550~~

~~*While range 12 is shown here, no employees in a DMV Field Agent classification will be placed in pay range 12 after the Transportation Customer Representative (TCR) survey is implemented on January 4, 2009. The pay progression amount for employees in pay range 11 after 12 months would equal the range adjustment amount for range 12 ($1.400).~~

~~Appendix E-1~~

~~PAY SCHEDULE 36: LAW ENFORCEMENT SENIORITY-BASED TRANSACTION GRID*~~
~~Pay Ranges 36-40, 36-41, 36-42~~
~~Effective June 7, 2009 through June 30, 2009~~

	~~Range~~		
~~Seniority~~	~~40~~	~~41~~	~~42~~
~~0~~	~~19.951~~	~~27.726~~	~~16.500~~
~~1~~	~~20.045~~	~~28.342~~	~~16.581~~
~~2~~	~~20.259~~	~~28.958~~	~~16.783~~
~~3~~	~~20.871~~	~~29.574~~	~~16.939~~
~~4~~	~~21.659~~	~~30.190~~	~~17.272~~
~~5~~	~~22.447~~	~~30.808~~	~~17.708~~
~~6~~	~~23.393~~	~~30.808~~	~~18.224~~
~~7~~	~~23.899~~	~~30.808~~	~~18.752~~
~~8~~	~~24.322~~	~~30.808~~	~~19.239~~
~~9~~	~~24.745~~	~~30.808~~	~~19.734~~
~~10~~	~~25.207~~	~~30.808~~	~~20.437~~
~~11~~	~~25.799~~	~~30.808~~	~~21.138~~
~~12~~	~~26.385~~	~~30.808~~	~~21.841~~
~~13~~	~~26.962~~	~~30.808~~	~~22.530~~
~~14~~	~~27.385~~	~~30.808~~	~~23.207~~
~~15~~	~~27.854~~	~~30.808~~	~~23.207~~
~~16~~	~~28.387~~	~~30.808~~	~~23.207~~
~~17~~	~~28.955~~	~~30.808~~	~~23.207~~
~~18~~	~~28.955~~	~~30.808~~	~~23.207~~
~~19~~	~~28.955~~	~~30.808~~	~~23.207~~
~~20~~	~~28.955~~	~~30.808~~	~~23.207~~
~~21~~	~~28.955~~	~~30.808~~	~~23.207~~
~~22~~	~~28.955~~	~~30.808~~	~~23.207~~
~~23~~	~~28.955~~	~~30.808~~	~~23.207~~
~~24~~	~~28.955~~	~~30.808~~	~~23.207~~
~~25~~	~~28.955~~	~~30.808~~	~~23.207~~

~~*This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on years of seniority as of June 30, 2008.~~

~~**Appendix E-2**~~

~~**PAY SCHEDULE 36: DMV FIELD AGENT**~~
~~**Pay Ranges 36-10 through 36-15***~~
~~**Effective June 7, 2009 through June 30, 2009**~~

~~Range~~	~~Minimum~~	~~Maximum~~	~~WRPS~~	~~Range Adjustment~~
~~11~~	~~14.393~~	~~21.699~~	~~0.432~~	~~1.350~~
~~12~~	~~15.566~~	~~23.456~~	~~0.467~~	~~1.400~~
~~13~~	~~16.833~~	~~25.359~~	~~0.505~~	~~1.450~~
~~14~~	~~18.206~~	~~27.419~~	~~0.547~~	~~1.500~~
~~15~~	~~19.695~~	~~29.653~~	~~0.591~~	~~1.550~~

~~*While range 12 is shown here, no employees in a DMV Field Agent classification will be placed in pay range 12 after the Transportation Customer Representative (TCR) survey is implemented on January 4, 2009. The pay progression amount for employees in pay range 11 after 12 months would equal the range adjustment amount for range 12 ($1.400).~~

APPENDIX F

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

~~APPENDIX H~~
~~2007-2009 AGREEMENT~~

~~PERSONNEL TRANSACTION PAY ADJUSTMENTS FOR DMV FIELD AGENT CLASSIFICATIONS~~

~~Effective January 4, 2009, all personnel transaction pay adjustments for employees moving to, between, or within positions allocated to DMV Field Agent classifications in pay ranges 11, 12, 13, 14 and 15 in the WLEA bargaining unit will be determined in accordance with the following provisions.~~

~~**A. PAY ON COMPLETION OF ALL PAY TRANSACTIONS.** Upon completion of any personnel transaction, the employee shall receive a base pay rate no lower than the minimum of the appropriate pay range.~~

~~**B. PAY RANGE MAXIMUM.** All pay transactions are subject to the pay range maximum unless the pay is determined in accordance with provisions that specifically allow the pay rate to exceed the pay range maximum or the employee is receiving a temporary transaction rate (TTR).~~

~~**C. PAY ON COMPLETION OF THE FIRST SIX MONTHS OF AN ORIGINAL PROBATION.** There shall be no pay increase upon completion of the first six months of any probationary period.~~

~~**D. PAY ON ALL UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS).**~~

~~1. Except as noted in 2. below, on promotion, regrade for reclassification or reallocation to a higher pay range, or reinstatement to a higher pay range, the employee's current base pay rate shall be increased by the Range Adjustment amount (RA) for the pay range of the position to which the employee is moving. If the movement or regrade is more than one (1) pay range, the employee shall receive an additional increase(s) equal to the RA(s) for each pay range(s) between the old and new range involved.~~

~~2. Movement from DMV Field Agent in Pay Range 36-11 to DMV Field Agent Advanced in Pay Range 36-13 after the January 4, 2009 implementation date will result in an increase equal to the RA for Pay Range 36-13.~~

~~**E. PAY ON DOWNWARD MOVEMENTS.**~~

~~1. On voluntary demotion, excluding those in E.2., the employee's current base pay rate shall be decreased by each RA starting with the pay range of the position from which the employee is moving and including all of the RAs between the original position and the new position. The employee's pay rate shall be decreased by a maximum of the three (3) highest RAs. The RA(s) used for non-WLEA bargaining units and classifications excluded in this Appendix shall be determined as follows:~~

~~a. If the non-WLEA position, or position to which an employee moves under E.2., below, is allocated to a classification which is in a pay range that is counterpart to a pay range in the applicable WLEA schedule, the RA(s) of the WLEA counterpart pay range shall be considered the RA(s) for the pay range of the position from which the employee is moving;~~

~~b. If the non-WLEA position or position excluded from this Appendix is allocated to a classification which is in a pay range that is not counterpart to a pay range in the applicable WLEA schedule, the initial RA used shall be that of the WLEA pay range having a maximum closest to but higher than the pay range maximum of the non-WLEA pay range involved; and~~

~~c. If, under b., above, there are no higher pay range maximums in the applicable WLEA schedule, the highest RA in that schedule shall be the initial RA for the pay range of the position from which the employee is moving. In addition, this RA shall also be considered the first RA between the old and new pay ranges if the demotion is more than one (1) range.~~

~~2. INVOLUNTARY DEMOTIONS, VOLUNTARY DEMOTIONS IN LIEU OF LAYOFF OR AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1. On involuntary demotions, demotions in lieu of layoff, or demotion after being designated at risk under 8/2/1, the employee shall continue to be compensated at their present rate of pay. If the present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for two years. The first day of the pay period following the expiration of the employee's TTR, the employee's pay rate shall be reduced to the maximum of the pay range into which the employee demoted. If at expiration of the TTR period the pay range maximum exceeds the employee's TTR, the employee's TTR will become the employee's present rate of pay.~~

~~An employee demoted for disciplinary purposes shall be compensated at the employee's present rate of pay, subject to the maximum. The employee demoted for disciplinary purposes shall not be eligible for a TTR.~~

~~3. REGRADE ON RECLASSIFICATION OR REALLOCATION TO A LOWER CLASS. On regrade for reclassification or reallocation to the same, counterpart, or lower pay range, the employee's current rate of pay shall be retained. If the present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for two years. The first day of the pay period following the date of expiration of the employee's TTR, the employee's pay rate shall be reduced to the maximum of the pay range. If at expiration of the employee's TTR the pay range maximum exceeds the employee's TTR, the TTR will become the employee's present rate of pay.~~

~~Regraded employees serving a probationary period for an original appointment shall continue to be compensated at the employee's present rate of pay as long as it does not exceed the pay range maximum of their new classification. If the present rate of pay exceeds the pay range maximum, it shall be reduced to the pay range maximum.~~

~~**F. PAY ON LATERAL MOVEMENTS**~~

~~1. On voluntary transfer, the employee shall continue to be compensated at their present rate of pay.~~

~~2. On involuntary transfers, transfers in lieu of layoff, or transfers after being designated at risk under 8/2/1, the employee shall continue to be compensated at his/her present rate of pay. If the employee's present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for two years. The first day of the pay period following the expiration of the TTR, the employee's pay rate shall be reduced to the maximum of the pay range. If at expiration the pay range maximum exceeds TTR, the TTR will become the present rate of pay.~~

~~**G. PAY ON REINSTATEMENT.** On reinstatement, the employee's base pay rate shall be determined as follows:~~

~~1. When an employee who has not held permanent status in class within the last five (5) years is reinstated, pay on reinstatement shall be determined as if in accordance with pay on original appointment.~~

~~2. When an employee reinstates to a lower class level, pay shall be set in accordance with Section E. If returning to state service, the base pay rate received at the time the employee left state service shall be used as the current base pay rate in Section E.~~

~~3. When returning to state service at the same level at which the employee left, the base pay rate received at the time the employee left state service shall be used as the current base pay rate. When an employee reinstates to the same class level from an unpaid leave of absence, the employee's base pay rate shall be set in accordance with Section F.~~

~~4. When an employee reinstates to a higher class level, pay on reinstatement shall be set in accordance with Section D. If returning to state service, the base pay rate received at the time the employee left state service shall be used as the current base pay rate in applying Section D.~~

~~**H. PAY ON RESTORATION.** On restoration, the employee shall receive a base pay rate equal to the last rate received in the position from which restoration rights are derived plus intervening adjustments. The adjustments applied to the employee's last rate received shall be that of the appropriate pay schedule for the classification from which restoration rights are derived.~~

~~**I. PAY ADJUSTMENTS FOR TRAINEES.** On movement to a trainee position, a current employee's base pay rate shall be determined in accordance with provisions applicable to the transaction type involved.~~

~~**J. TEMPORARY TRANSACTION RATE.** A TTR received under the provisions of Appendix G shall continue if the employee is subsequently covered by the provisions of this Appendix and the employee's base pay rate is over the maximum of the applicable pay range.~~

~~Effective the first day of the pay period following the expiration date of the TTR, or the date the employee leaves a WLEA represented position, the employee's base pay rate shall be the TTR rate or the maximum of the applicable pay range, whichever is less. If the date of expiration or termination is the first day of the pay period, that date will be the effective date. If the TTR is not over the maximum, the employee's base pay rate shall be the TTR rate.~~

~~The TTR shall be considered expired if a subsequent transaction will result in a higher pay rate. The new base pay rate will be calculated using the TTR rate or the maximum of the old pay range, whichever is less, as the current rate of pay immediately prior to the transaction.~~

~~**K. OTHER PERSONNEL TRANSACTIONS.** Any personnel transaction not covered in this section will be administered in accordance with Chapter ER 29, Wis. Adm. Code.~~

~~**APPENDIX I**~~
~~**2007-2009 AGREEMENT**~~

~~**PROGRESSION ADJUSTMENT FOR THE DMV FIELD AGENT CLASSIFICATION**~~

~~**A. PROGRESSION ADJUSTMENT.** Except as noted below, effective January 4, 2009, an employee who completes twelve (12) months in pay status as a DMV Field Agent in PR 36-11, or as a Transportation Customer Representative (TCR) 3 – Field in PR 36-11, or a combination of those classifications, will receive a progression adjustment equal to $1.40 per hour. Pay will be effective the first day of the pay period following the date in which the twelve (12) months in pay status is attained, except that employees who have already completed twelve (12) months in pay status as a TCR 3 – Field prior to or on January 4, 2009 will receive a progression payment of $1.40 per hour on January 4, 2009. In counting time in pay status, sixty (60) days will be waived per occurrence of time charged to a s. 230.36 claim or worker's compensation.~~

~~**B. ELIGIBILITY.** All employees in positions allocated to the DMV Field Agent classification will be eligible for the base-building progression adjustment, except as follows:~~

~~1. An employee whose base pay rate is equal to or greater than the pay range 36-11 maximum.~~

~~2. An employee who has previously received a progression adjustment under this section.~~

~~3. An employee who has received an unsatisfactory performance evaluation prior to attaining twelve (12) months in pay status in the DMV Field Agent classification.~~

~~**C. DENIAL DUE TO UNSATISFACTORY PERFORMANCE.**~~

~~1. The denial of a progression adjustment based on unsatisfactory performance is not grievable under Article IV of this Agreement. Employees must be notified of the unsatisfactory performance in writing. The written notification will include:~~

~~a. Details of each occurrence of unsatisfactory performance; and~~

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

~~2. An employee who has received an unsatisfactory performance evaluation will receive a new performance evaluation within six (6) months.~~

~~3. Upon satisfactory completion of the goals and expectations, the supervisor will provide the employee with written notice of satisfactory performance. The employee will receive the progression adjustment in accordance with D., below.~~

~~**D. PROGRESSION ADJUSTMENT AFTER DENIAL DUE TO UNSATISFACTORY PERFORMANCE.** If eligible, an employee whose progression adjustment has been previously denied due to unsatisfactory performance as described under C. 1., above, will receive the progression adjustment effective the first day of the first pay period following the employee's receipt of the written satisfactory performance evaluation.~~

~~APPENDIX J~~
~~2007-2009 AGREEMENT~~

~~TRANSPORTATION CUSTOMER SERVICE SURVEY – PAY RANGE REASSIGNMENT~~

~~Effective January 4, 2009, the classifications listed below will be reassigned as follows:~~

~~CURRENT TITLE~~	~~CURRENT PAY RANGE~~	~~NEW TITLE~~	~~NEW PAY RANGE~~
~~TCR 1 – Field~~	~~36-09~~	~~DMV Field Agent~~	~~36-11~~
~~TCR 2 – Field~~	~~36-10~~	~~DMV Field Agent~~	~~36-11~~
~~TCR 3 – Field~~	~~36-11~~	~~DMV Field Agent~~	~~36-11~~
~~TCR 4 – Field~~	~~36-12~~	~~DMV Field Agent Advanced~~	~~36-13~~
~~TCR Field – Examiner~~	~~36-13~~	~~DMV Field Agent Examiner~~	~~36-14~~
~~TCR Field – Lead~~	~~36-14~~	~~DMV Field Agent Lead~~	~~36-15~~

~~TCR – Transportation Customer Representative~~
~~DMV – Division of Motor Vehicles~~

MANAGEMENT BARGAINING TEAM

Douglas Thayer, Chief Spokesperson
Office of State Employment Relations

Wil Mickelson~~Kathy Kopp~~
Office of State Employment Relations

John Wiesman~~Erin Fath~~
Office of State Employment Relations

Lyra Trapp~~Tori Pettaway~~
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~~Dan Blackdeer~~
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Brian Rahn~~Casey Carney~~
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