AGREEMENT

BETWEEN THE

STATE OF WISCONSIN

AND THE

WISCONSIN PHYSICIAN AND DENTIST ASSOCIATION AFT-WISCONSIN/AFT/AFL-CIO

_____ - June 30, 2009

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AGREEMENT

This Agreement made and entered into this ~~thirteenth~~_____ day of ~~May~~_____, 200~~6~~__, at Madison, Wisconsin, pursuant to the provisions of ss. 111.80 - 111.94, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Office of State Employment Relations, and the Wisconsin Physician and Dentist Association, Local 4893, AFT Wisconsin, AFL-CIO, as representative of employees employed by the State of Wisconsin, (as set forth specifically in the Recognition Clause) hereinafter referred to as the Union.

PURPOSE OF AGREEMENT

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

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

ARTICLE I

SCOPE OF THE AGREEMENT

1/1/1 This Agreement relates only to state employees classified as Optometrists, Physicians, Dentists and Psychiatrists in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission in Certification Case 342, No. 49079, SE-101, Decision No. 27980-A.

ARTICLE II

RECOGNITION AND UNION SECURITY AND RIGHTS

Section 1 Bargaining Units

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

Dentist

Physician

Psychiatrist

Optometrist

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

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

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

Section 2 Union Activity

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

Section 3 Dues, Fair Share, Maintenance of Membership and COPE Deductions

A. Dues Deduction:

2/3/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union. The Employer will be obligated to deduct only a single uniform amount as dues for all employees.

2/3/2 Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. Such deductions shall be made from the employee's pay for the first pay period of each month, except that where the payroll of the department is processed by the centralized payroll of the Department of Administration, such deductions shall be evenly divided between the A and B pay periods. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

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

2/3/4 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate his order at the end of any year of its life or earlier by the employee giving at least thirty (30) but not more than one hundred and twenty (120) days written notice to the Employer and the Union. The Employer shall give notice to the Union of receipt of such notice of termination.

B. Fair Share Deduction:

2/3/5 Where a fair share agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the "fair share" charge for the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of the employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as fair share for all employees. Deductions shall be made only when the

employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance, and life insurance. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names, and amounts deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

2/3/6 The Union will provide employees subject to fair share deduction, with an internal mechanism within the Union, consistent with the requirements of state and federal law, including notice, which will allow employees the right to challenge the propriety of the fair share amount certified by the Union as the cost of representation allowed under law and which will provide for a reasonably prompt decision by an impartial decision maker regarding any such challenge. Such internal mechanism will also provide for the interest bearing escrow of any disputed fair share amounts and for the timely rebate of any and all monies to which employees are entitled as a result of a successful challenge to the Union's certified fair share amount. The Union will provide to the Employer a copy of its procedures for these requirements and any changes.

2/3/7 The Union agrees to provide the Employer with a copy of its procedures regarding the rights of its bargaining unit employees concerning the payment of fair share and the filing of a rebate request and represents the procedures are consistent with the requirements of both State and Federal law. The Union will also timely inform the Employer, in writing, of any changes to its bylaws and procedures concerning fair share.

C. Maintenance of Membership Deduction:

2/3/8 Where a maintenance of membership agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of all affected employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as maintenance of membership for all employees. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance and life insurance. The Employer will remit all such deductions and a list of employees who had such deduction to the Union Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the departments, names and amounts

deducted. The Union shall provide the Employer thirty (30) days advance notice, in writing, of any changes in the certified Union dues deduction amount. Changes in deduction amounts shall be made effective at the start of an "A" pay period.

D. COPE Deduction:

2/3/9 Employees may authorize, by separate written order, a COPE deduction. The specified amount of the deduction will appear on a form provided by the Union. Once annually, employees may change the amount of their COPE deduction. Employees paid by central payroll of the Department of Administration will designate a whole dollar amount of COPE deduction on the Union form.

E. Indemnification:

2/3/10 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions under A., B., C. or D. of this section.

F. Administrative Errors:

2/3/11 The Employer's obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee's pay within sixty (60) days following the discovery of the administrative error, but only if there are sufficient earnings to cover the adjustment after deductions for social security, federal taxes, state taxes, retirement, health insurance, income continuation insurance and life insurance. The Employer will not be required to make adjustments in pay for errors made in reliance of any lists or certifications provided to it by the Union beyond a prospective correction of the error itself within a reasonable period after the error has been brought to the Employer's attention.

Section 4 Union-Management Meetings

2/4/1 At a mutually agreed upon time and place, at least once every three (3) months, unless mutually agreed otherwise, the representatives of the Employer will meet with representatives of the Union, not to exceed a total of two (2) Union representatives who are state employees. The purpose of such meetings shall be to:

A. Discuss the administration of the Agreement;

B. Notify the Union of changes in non-bargainable conditions of employment contemplated by management, which may affect employees in the bargaining unit.

C. Disseminate general information of interest to the parties;

D. Give Union representatives the opportunity to express their views or make suggestions on subjects of interest to employees of the bargaining unit including, but not limited to, facilities,

accommodations, alternative work patterns, and supportive services.

2/4/2 Union representatives who are members of the bargaining unit will receive time off with pay for time spent in such meetings during their regularly scheduled hours of employment. Any travel and subsistence expenses incurred shall be the responsibility of the employee.

Section 5 Visitations

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

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

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

Section 6 Telephone Use

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

Section 7 Printing of Agreement

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

Section 8 Bulletin Boards

2/8/1 The Employer will either provide space on existing management bulletin boards at office buildings, laboratories or other stations, where two (2) or more Patient Treatment employees are assigned as their permanent or principal job location, or the Employer will provide a bulletin board to the Union at the building, laboratory or other station at the Employer's option. If the Employer chooses a single bulletin board, placement of the bulletin board will be by mutual agreement. The nominal size of the bulletin board space shall be sufficient to allow the posting of two (2) 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed pursuant to 2/4/1 (Union-Management Meetings). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

F. Rulings or policies of other organizations with which the Union is affiliated;

G. Reports of Union standing committees, and;

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

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

Section 9 Employee Lists

2/9/1 The Employer agrees to furnish to the Union once every three (3) months a list of employees in the bargaining unit. The list will show the names, seniority date, hourly base rate, department, employee designated mailing addresses and classifications of the employees involved. The parties agree that the above lists are for informational purposes only.

Section 10 Mail Service

2/10/1 The Union shall be allowed to use the existing interdepartmental and/or intradepartmental mail system of the State of Wisconsin for a maximum of two (2) membership mailings per month. The Employer shall be held harmless for the delivery and security for such mailings. The content of such mailings shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

F. Rulings or policies of other organizations with which the Union is affiliated;

G. Reports of Union standing committees, and other matters of interest to Union members, and;

H. Any material authorized by the Employer or designee. No political campaign literature or material detrimental to the Employer shall be included in the mailings.

Section 11 Conventions

2/11/1 Once annually, no more than one (1) employee who is a duly credentialed delegate or alternate to the AFT Wisconsin annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit thirty (30) calendar days advance notice of their attending this convention.

2/11/2 Once annually, no more than one (1) employee who is a duly credentialed delegate or alternate to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit thirty (30) calendar days advance notice of their attending this convention.

2/11/3 Once annually, no more than one (1) employee who is a duly credentialed delegate or alternate to the American Federation of Teachers Annual Convention shall be granted time off without pay not to exceed five (5) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit thirty (30) calendar days advance notice of their attending this convention.

2/11/4 Once during the term of this Agreement, no more than one (1) employee who is a duly credentialed delegate or alternate to the AFL-CIO Legislative Conference shall be granted time off without pay not to exceed two (2) days to attend said conference, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit thirty (30) calendar days advance notice of their attending this conference.

2/11/5 Once during the term of this Agreement, no more than one (1) employee who is a duly credentialed delegate or alternate to the American Federation of Teachers Public Employees Conference shall be granted time off without pay not to exceed one (1) day to attend said conference, provided the staffing and scheduling requirements permit an employee's absence. The employee must give the employing unit thirty (30) calendar days advance notice of their attending this conference.

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

2/11/7 Where necessary, management reserves the right to change schedules of FLSA exempt employees who utilize leave without pay under this section in order to conform to FLSA requirements with respect to leave without pay for an entire work day.

Section 12 Leave for Union Business

2/12/1 A total of ~~thirty (30)~~sixty (60) days leave without pay for the Bargaining Unit is granted each year of this Agreement for use by employees designated by the Union President for the conduct of Union business subject to the following conditions:

A. No employee may use more than ten (10) days per year unless additional days are mutually agreed upon between Employer and employee.

B. During each year of the Agreement, no more than twelve (12) days will be used by employees from the same organizational unit at the same job headquarters.

C. Not more than one (1) employee from the same organizational unit at the same job headquarters may be on leave at one time.

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

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

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

2/12/3 Annually on July 1st a total of ~~40~~60 hours without loss of pay or benefits shall be granted to the WPDA President or designee(s) for his/her use for the conduct of Union business subject to the following conditions:

A. No leave shall be granted for less than one half (1/2) day.

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

Section 13 Union Orientation

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

ARTICLE III
MANAGEMENT RIGHTS

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

3/1/2 Management rights include:

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

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

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

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

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

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

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

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

B. The job evaluation system specifically including position classification and reclassification, position qualification standards, establishment and abolition of classifications, and

allocation and reallocation of positions to classifications, and the determination of an incumbent's status, other than pay status, resulting from position reallocation.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1 General

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

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

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

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

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

4/1/6 Grievances which result from claims under Article IX, Section 12, that tasks which have been assigned, and performed, are abnormally dangerous, will be filed beginning with the Second step of the grievance procedure.

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

Section 2 Procedure

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

4/2/2 Step One: Within ten (10) calendar days of receipt of the written grievance from the employee(s) or his/her representative(s), the appointing authority or designee will hold a meeting with the employee(s) and his/her representative(s), unless mutually agreed to otherwise, to hear the grievance and return a written decision on the grievance form to the employee(s) and his/her representative(s).

4/2/3 Step Two: If dissatisfied with the Employer's decision in Step One, to be considered further, the grievance must be appealed to the designee of the head of the agency within seven (7) calendar days from receipt of the decision in Step One. The designated agency representative(s) will meet with the employee and his/her representative(s) to discuss and attempt to resolve the grievance. A non-employee representative of the Union may be present as a representative at the grievance meeting as the Union may elect. Following this meeting, the written decision of the agency will be placed on the grievance form by the Employer or his/her designee and returned to the grievant(s) and his/her representative(s) within thirty (30) calendar days from receipt of the appeal to Step Two.

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

4/2/5 For the purpose of selecting an impartial arbitrator, representatives of the Union and the State of Wisconsin, represented by its Office of State Employment Relations, Bureau of Labor Relations will confer within seven (7) calendar days from the date of the written appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within the seven (7) calendar day period, the appropriate representatives of the parties or party, acting jointly or separately, will request the Wisconsin Employment Relations Commission to submit a panel of arbitrators for selection of an arbitrator by the parties in accordance with the procedures established by the Wisconsin Employment Relations Commission. The parties will determine who strikes first by coin toss.

4/2/6 Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator will 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 is 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 a court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. When an employee is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work provided the testimony given is relevant to his/her job function and is relevant to the arbitration case.

4/2/7 On grievances where the substantive or procedural arbitrability of the subject matter is an issue, a separate arbitrator will be appointed to determine the question of arbitrability, unless the parties agree otherwise.

4/2/8 Where the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which, in effect, would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/2/9 The decision of the arbitrator will be final and binding on both parties of this Agreement. The decision of the arbitrator will be rendered within thirty (30) calendar days from receipt of the briefs from the parties or the transcript in the event briefs are not filed.

Section 3 Time Limits

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

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

Section 4 Representation

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

Section 5 Retroactivity

4/5/1 Settlement of grievances may or not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than forty five (45) calendar days prior to the date of initiation of the written grievance in Step One. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of a group grievance. Withdrawal of a grievance under the above circumstances shall not establish a precedent for future grievances. Retirement shall not be considered a voluntary termination

for the purposes of this Section.

Section 6 Exclusive Procedure

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

Section 7 Steward/Grievance Representatives

4/7/1 The Union will designate one (1) grievance representative for each of five (5) grievance jurisdictions to represent employees within the jurisdictional area for purposes of grievance meetings, investigatory interviews and disciplinary meetings as provided in this Article. Grievance representatives will be employees of the bargaining unit.

The five (5) jurisdictional areas will cover the work units as follows:

AREA 1: Ethan Allen School, Racine Correctional Institution, Southern Wisconsin Center, Division of Youth Services, Milwaukee Secure Detention Facility

AREA 2: Oakhill Correctional Institution, Mendota Mental Health Institution, Central Wisconsin Center, Columbia Correctional Institution, Wisconsin Secure Prison Facility, Prairie du Chien Correctional Institution, New Lisbon Correctional Institution

AREA 3: Waupun Correctional Institution, Dodge Correctional Institution, Fox Lake Correctional Institution, Kettle Moraine Correctional Institution, Taycheedah Correctional Institution, Redgranite Correctional Institution

AREA 4: Oshkosh Correctional Institution, Green Bay Correctional Institution, Winnebago Mental Health Institution, King Veterans Home, Wisconsin Resource Center

AREA 5: Northern Wisconsin Center, Lincoln Hills School, Jackson Correctional Institution, Stanley Correctional Institution, Chippewa Valley Correctional Treatment Facility.

4/7/2 New facilities established by the Employer will be assigned by the Employer to an appropriate jurisdictional area, taking into consideration geographical proximity to existing facilities.

4/7/3 The Union will notify the Employer in writing of the names of the grievance representatives and their respective jurisdictional areas within one hundred and eighty (180) calendar days after the effective date of this Agreement. Any changes will be forwarded to the Employer by the Union as soon as the changes are made.

Section 8 Union Grievances

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

Section 9 Group Grievances

4/9/1 Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts for the grievants involved. Individual grievances which meet the definition of group grievance as contained herein shall be consolidated at each step of the procedure. A group grievance must be designated as a group grievance at each step of the grievance procedure and shall set forth thereon the names and classifications of the employees covered by the group grievance. No employees may be added to the list of group grievants after the Second Step hearing. Relief is restricted to those employees identified in the group grievance. Only one (1) of the grievants appearing without loss of pay shall represent and serve as spokesperson for the entire group.

Section 10 Processing Grievances

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

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

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

Section 11 Discipline

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

4/11/2 An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. (See Negotiating Note #1)

4/11/3 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued.

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

4/11/5 Disciplinary action cannot be taken during an informal counseling or performance evaluation meeting unless the Employer has afforded the employee the opportunity to have a union representative present. The occurrence of an informal counseling or performance evaluation meeting shall not be identified by the Employer after the meeting as a step in the disciplinary procedure. However, the occurrence of such a meeting can be used by the Employer to demonstrate the employee had been made aware of behavioral and/or performance problems which resulted in a subsequent disciplinary action(s) against the employee.

4/11/6 A. Except as provided in B. and C., below, upon request of the employee, the Employer will remove written reprimands from the employee's personnel file twelve (12) months after being issued, and suspensions two (2) years after being issued, provided the employee has received no discipline since the written reprimand or suspension and all pending Department of Regulation and Licensing investigations have been concluded.

B. Written reprimands or suspensions involving criminal violations shall remain in the employee's personnel file for four (4) years following issuance, unless the charges against the employee are dropped or the employee is found not guilty of the act giving rise to the discipline by a court of law or competent tribunal, and the employee has received no discipline since the written reprimand or

suspension.

C. Employees may request a review with the Employer to consider removing the letter of suspension from the file twelve (12) months after issuance, provided the employee has received no intervening discipline. The twelve month, two and four year time periods are defined as time in pay status, excluding approved leaves of absence and any paid leave time used during an approved leave of absence.

~~**4/11/6** Upon request of the employee, the Employer will remove written reprimands from the employee's personnel file twelve (12) months after being issued, and suspensions four (4) years after being issued, provided the employee has received no discipline since the written reprimand or suspension.~~

4/11/7 A copy of disciplinary written reprimand, suspension, demotion or discharge letter(s) will be forwarded to the Union on the same day the discipline is issued to the employee.

4/11/8 Where the Employer provides written notice to an employee of a pre-disciplinary meeting, the Employer will provide an electronic copy of such notice to the Union.

4/11/9 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.

Section 12 Exclusion of Probationary Employees

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

Section 13 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/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 non-employee representative of the Union may attend the meeting in which formal notice of performance problems will be explained to the

employee. Selection of a non-employee representative of the Union 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 possible termination or other disciplinary action, a non-employee representative of the Union, at the request of the employee, may attend all formal concentrated performance review meetings. Participation of the representative at such meetings is limited to observing, asking clarifying questions and advising the employee.

ARTICLE V
SENIORITY

Section 1 General

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

Section 2 Separation

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

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

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

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

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

Section 3 Application

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

Section 4 Seniority Lists

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

ARTICLE VI
OURS OF WORK

Section 1 General

6/1/1 Employees in this bargaining unit are professional employees and as such, are paid a predetermined salary each week, irrespective of the number of hours worked in a workweek.

Section 2 Hours of Work

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

Section 3 Compensatory Time

6/3/1 Compensatory time credit, not necessarily on an hour-for-hour basis, may be granted to FLSA exempt employees for hours worked in excess of forty (40) hours in a work week. Such compensatory time credits shall be compensated for in compensatory time off or in cash at the employee's base rate, as determined by the Employer.

Section 4 Scheduling of Vacation, Personal Holidays, and Compensatory Time Off

6/4/1 The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be absent at any given time. However, absences for vacation (annual leave), compensatory time credits, and personal holidays shall be granted at times and in amounts most desired by employees whenever operations permit.

6/4/2 In scheduling vacation (annual leave), personal holidays, or compensatory time credits, choice of time and amounts shall, as far as practicable, be governed by seniority as defined in Article V.

Once these periods of absence as enumerated above have been scheduled, the Employer shall make changes in such schedules only to meet unanticipated staff shortages or emergencies. Such changes in scheduled periods of absence shall, as far as practicable, be governed by seniority as defined in Article V.

In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the ensuing calendar year, as he/she desires, providing it does not affect any employee's scheduled period of absence.

It is the expressed intent of the Employer to exercise the authority to change such scheduled periods as seldom as possible.

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

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

6/4/5 Notwithstanding 6/4/2 above, employees shall be permitted to carry-over forty (40) hours of earned annual leave credit to the first six (6) months of the ensuing calendar year.

6/4/6 Compensatory time credits shall be scheduled and used prior to seasonal layoff or January 1, whichever is first. However, if the Employer does not permit an employee to use accrued compensatory time by January 1, the employee will, at the Employer's discretion, be paid in cash or be permitted to carry such credits into the first six (6) months of the new calendar year.

6/4/7 Employees permitted to carry unused compensatory time credits into the new calendar year shall use such credits prior to July 1. The Employer will pay the unused credits in cash.

6/4/8 All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/4/1 and 6/4/2 above, except accumulations in excess of forty (40) hours may be scheduled off at the Employer's convenience.

Section 5 Alternative Work Patterns

6/5/1 The State of Wisconsin as an Employer recognized the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer acknowledges the public policy criteria expressed in s. 230.215(1), Wis. Stats., supporting the development and implementation of alternative work patterns in appropriate work environments, balanced by due consideration for the operations of the work unit and the needs and convenience of the public and clients served by the work unit. Implementation of alternative work patterns or any variations thereof will be by mutual agreement between the designated agency management and the Union. The Employer agrees that reasonable

efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments.

Section 6 Travel Time

6/6/1 When the Employer assigns an employee to travel to an alternative work site(s), the employee is in pay status while traveling.

6/6/2 An employee shall be considered to be in pay status once they pick up tools which are required by the Employer in order for an employee to perform their job.

ARTICLE VII
TRANSFERS

Section 1 Transfer Registration

7/1/1 Employees who have permanent status in their current classification titles and subtitles and desire to transfer within their department, shall file a written request as prescribed by the agency with the appropriate department personnel office indicating that interest.

Section 2 Screening Process

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

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

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

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

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

7/2/6 In the event no employee is offered a transfer, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

Section 3 Notice of Non-Selection

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

Section 4 Definition of Permanent Vacancy

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

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

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

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

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

Section 5 Transfer Limitations

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

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

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

ARTICLE VIII
LAYOFF PROCEDURE

Section 1 Application of Layoff

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

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

B. Temporary reduction in hours to not less than thirty two (32) hours per week and not lasting longer than four (4) weeks at any given time, unless mutually agreed otherwise. If the Employer determines, at its option, to reduce the weekly hours of some of the employees within the same class within an employing unit, the employee(s) who will work the reduced hours will be determined on the basis of seniority, with the least senior employee(s) working the reduced hours.

C. Under this Article, calendar days will exclude holidays identified under 12/11/1.

8/1/2 At-Risk of Layoff

A. Definition: An employee may be considered at risk of layoff if the employee meets at least one of the following criteria:

1. An employee whose position has been identified for deletion (e.g., in the agency's budget)

2. An employee who has received written notice that he or she may be laid off at some future date.

3. An employee who is in an anticipated layoff group.

4. An employee who may be displaced by a more senior employee as a result of an anticipated layoff.

B. An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a transfer to a lateral or counterpart vacancy within his/her current agency. The employee shall be considered for the vacancy if he/she provides written documentation of his/her qualifications for the vacancy and provides a copy of the at-risk notice, if requested.

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

Section 2 Layoff Procedures

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

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

B. The layoff group shall be determined by classification.

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

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

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

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

A. The Employer shall be permitted to exempt employees from the identified layoff group to maintain a reasonable affirmative action program to the extent permitted by law and/or employees with special skills for the maintenance of an existing program from the layoff process. In addition, the Employer may exempt employees as necessary to comply with Federal or State laws. The name of any employee exempted and the reason therefore shall be given to the Union in writing.

B. Employees remaining in the layoff group shall be laid off by seniority with the employee with the least amount of seniority (as defined in Article V, Section 1) laid off first.

C. The Employer shall notify each employee in the layoff group selected for layoff in writing as soon as possible but not less than fourteen (14) calendar days in advance of the established layoff date. Where notices are sent by first class mail, the time shall begin to run on the date the notice is postmarked. That layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Union at that time.

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

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

8/3/1 At the time a written notice of layoff is issued, the Employer will provide the employee with options available, and, an employee may, within seven (7) calendar days, elect one (1) or more of the following options: Transfer to Avoid Layoff, Voluntary Demotion in Lieu of Layoff or Layoff. The Employer may extend the preceding time limits. Between the notification of layoff and the effective date of the layoff, the Employer will provide the employee with additional options under this section when available.

A. Transfer to Avoid Layoff

1. Within the Department - The employee shall be afforded the opportunity to transfer laterally to a vacant position in the same class in any employing unit within the department of which he/she is an employee providing he/she is qualified to perform the duties of the position, as determined by the Employer. Where more than one employee seeks to transfer to a vacancy under this provision, the Employer shall select the employee with the most experience relevant to the position. In the event the employee is not selected to fill the vacancy, the Employer shall notify the employee and the Union in writing of the reason(s) if the employee or the Union so requests.

2. Between Departments - Employees may submit requests for transfer to any position vacancy with the same or counterpart pay range within any state agency. Prior to filling a bargaining unit vacancy with an individual other than a current state employee and in accordance with 8/12/1, the Employer agrees to the following:

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

a. The employee must apply for the vacancy by the end of the WISCERS posting period.

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

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

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

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

B. Voluntary Demotion in Lieu of Layoff

1. Within their employing unit within the bargaining unit, an employee, including any employees previously promoted out of the bargaining unit, may accept voluntary demotion in lieu of layoff to a vacancy in a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status.

2. The Employer will within fourteen (14) calendar days notify the employee of the position to which he will be assigned. The employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for voluntary demotion.

3. Upon voluntary demotion in lieu of layoff, the employee shall be granted permanent status in the classification to which demoted.

4. Upon voluntary demotion within the bargaining unit in lieu of layoff, an employee shall receive his or her current rate of pay.

5. Should a layoff subsequently occur in the classification to which the employee accepted a voluntary demotion, the provisions of Section 2 of this Article shall apply.

C. Layoff: removal of the employee from the payroll.

Section 4 Restoration

8/4/1 For purposes of this Article, Restoration is the act of mandatory reappointment without competition of an employee or former employee to a position as defined in 8/4/2, 8/4/7 and 8/4/8.

8/4/2 Restoration Within the Employing Unit

When a permanent vacancy is to be filled in an employing unit within a classification and approved subtitle from which an employee was laid off or demoted in lieu of layoff, the employee shall be recalled according to the inverse order of layoff as provided in this Article for a five (5) year period from the date of layoff.

8/4/3 Employees are responsible for keeping the Employer notified of their current address and telephone numbers. The Employer will make reasonable effort to notify employees being recalled either by certified mail or by telephone with a confirming letter. If the employee does not respond within seven (7) calendar days, the employee shall forfeit any further recall rights for the vacancy being considered. The Employer may extend the preceding time limits.

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

8/4/5 On a case-by-case basis, by mutual agreement of the parties, an employee may reject a reasonable offer and retain the right to recall.

8/4/6 The base pay of an employee who is recalled shall be a rate equal to the last rate received plus any intervening pay adjustments for which the employee would have been eligible which have occurred in the bargaining unit during the period of layoff.

8/4/7 Restoration Within the Department

The employee who is laid off may file a request during a five (5) year period from the date of layoff within the department for which he/she worked to fill a vacancy in the classification(s) from which the employee was laid off within any employing unit within that department other than that from which he/she was laid off. Such employee will be appointed to any such vacancy for which he/she is qualified and capable of performing as determined by the Employer, providing that no other employee has recall rights to such a vacancy. The base salary of an employee who is restored under this paragraph shall be determined on the same basis as provided for in Section 4 of this Article. If the Employer determines that two (2) or more employees are equally qualified, the more senior employee shall be selected.

8/4/8 Restoration between Departments

The employee who is laid off may file a request, during a five (5) year period from the date of layoff, with any other agency and shall be appointed to any permanent vacancy in the same

classification from which he/she was laid off if he/she is qualified and capable of performing as determined by the Employer, providing no other employee has restoration rights under 8/4/2 and 8/4/7 to such vacancy. This paragraph will sunset on ~~June 30, 2007~~June 30, 2009, regardless of contract extension, unless both parties mutually agree to extend.

8/4/9 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 the same class as the class from which the employee was originally laid off or demoted in lieu of layoff, whichever occurs first.

8/4/10 The employee shall be notified in writing of his/her forfeiture of restoration right. The Union shall be copied on the correspondence.

8/4/11 Employees restored or reinstated to an employing unit or agency other than the one from which they were laid off may be placed on permissive probation at the sole discretion of the appointing authority.

Section 5 Reinstatement

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

Section 6 Reasonable Offer

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

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

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

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

D. an offer of limited term, project-project or other non-permanent employment shall not constitute a reasonable offer.

Section 7 Relocation Expenses

8/7/1 When the Employer determines that it would be necessary for the employee to change the location of his/her residence because the employee is voluntarily demoting in lieu of layoff or transferring in lieu of layoff, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations set forth in s. 20.917, Wis. Stats.

Section 8 Notice of Employing Unit Changes

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

Section 9 Definition of Permanent Vacancy

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

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

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

Section 10 Layoff Assistance

8/10/1 With the approval of the appointing authority, an employee who has received written notice from the appointing authority of being at risk or who has received a notice of layoff shall be granted one (1) or more of the following:

A. Up to eighty (80) hours time without loss of pay for:

1. job search activities, including interviews and examinations in addition to the time specified in 12/6/1, and/or

2. attendance at job training;

B. Unpaid leave of absence for interviews, examinations and other job search activities or attendance at job training;

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

D. Use of office equipment and supplies where available.

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

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

Section 11 Layoff Benefits

8/11/1 Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, including any supplemental health insurance conversion credits available under 12/4, shall at the time of layoff, be converted to cash at the employee's highest base pay rate while in state service for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever comes first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1). Wis. Stats. At the time of reinstatement or recall, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

8/11/2 The Employer agrees that employee(s) on temporary layoff under 8/1/1/A., or reduced hours under 8/1/1/B., shall continue to earn vacation, sick leave and length of service credits during each temporary layoff and/or hours reduction conducted by the Employer during the term of the Agreement.

8/11/3 Additionally, the Employer agrees to continue its payment for Health Insurance, pursuant to Article XII, Section 1 for employee(s) on temporary layoff or reduced hours.

Section 12 Priority of Article VII and VIII Rights

8/12/1 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 VIII of this Agreement, the vacancy shall be filled in accordance with the order of priorities set forth by the following categories: If there are two or more candidates equally qualified under the provisions below, the more senior employee will be offered the position.

A. Transfer within the employing unit in lieu of layoff (8/3/1 A.1.)

B. Demotion within the employing unit (8/3/1 B.1.)

C. Transfer within the department/university-campus in lieu of layoff (8/3/1 A.1.)

D. Transfer between departments/university-campuses in lieu of layoff (8/3/1 A.2.)

E. Restoration within the employing unit (8/4/2).

F. Restoration within the department/university-campus (8/4/7).

G. Restoration between departments/university-campuses (8/4/8)

H. Reinstatement within the department/university-campus (8/5/1).

I. Reinstatement between departments/university-campuses (8/5/1).

J. Transfer (Article VII)

K. After the above categories have been exhausted, the Employer may fill the position in accordance with other provisions of this Agreement and Wisconsin Statutes.

ARTICLE IX

HEALTH, SAFETY AND MISCELLANEOUS

Section 1 Discrimination

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

Section 2 Personal Protective Equipment

9/2/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce. When recommended or required by the Appointing Authority, safety glasses, eye protection, or footwear shall be furnished at no cost to the employee.

Section 3 Hazardous Substances and Infectious Diseases

9/3/1 The Employer shall provide the Union with a copy of any list of hazardous substances that it provides to an employee upon his/her request pursuant to Chapter 364, Wis. Stats.

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

Section 4 Buildings

9/4/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the rules and regulations of the Department of Commerce. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the rules and regulations of the Department of Commerce.

Section 5 Liability Protection

9/5/1 The provisions of s. 895.46, Wis. Stats., or as may be amended, are hereby incorporated into this Agreement.

Section 6 Outside Employment

9/6/1 Any department may require employees to obtain approval to engage in outside employment. In such case, employees must request, in writing, permission to engage in outside employment. If an employee is denied permission, he/she may challenge the reasonableness of such denial through the grievance procedure.

Section 7 First Aid Equipment

9/7/1 It is the expressed policy of the Employer and the Union to cooperate in an effort to solve health and safety problems. Adequate first aid equipment shall be made accessible at appropriate locations.

Section 8 Tools and Equipment

9/8/1 The Employer agrees to furnish and maintain in a safe working condition all tools and equipment that it determines are required to carry out the duties of each position. Employees are required to report any unsafe condition or practice and are responsible for properly using and caring for the tools and equipment furnished by the Employer.

9/8/2 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

9/8/3 The Employer agrees to give consideration to ergonomics in the purchase of new or the modification of existing tools, equipment and furniture. Agencies are encouraged to allow employee input regarding such ergonomic considerations.

Section 9 VDT/CRT Eye Examinations

9/9/1 The Employer reserves the right to require eye protection for employees. In such cases, the Employer will provide the appropriate type of safety glasses for the duties performed to protect the

health and safety of the employee. The employee will be responsible for the cost of any prescription or nonessential feature, except that where eye examinations for safety glasses are necessary, the Employer will pay the cost of examination during the term of this Agreement if it is not covered by the employee's present health insurance program.

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

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

Section 10 Damaged Clothing

9/10/1 The Employer agrees to pay the cost of repairing eye glasses, watches or articles of clothing damaged in the line of duty when such damage results from an employee performing direct patient care in a state hospital or other institution.

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

The value of such articles shall be determined at the time of which damage occurs.

Section 11 Employee Health and Safety

9/11/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union shall lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/11/2 Medical Examination: Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays or inoculations/immunizations and psychiatric exams, the Employer will pay the entire cost of such services not covered by the present health insurance program,

providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/immunizations will be considered for reassignment.

Section 12 Abnormally Dangerous Tasks

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

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

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

Section 13 Work Rules

9/13/1 The Employer agrees to establish reasonable work rules that shall not conflict with any of the provisions of this Agreement. The application of such work rules shall recognize the professional nature of employees in this bargaining unit. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union thirty (30) days, where possible, but no less than seven (7) calendar days prior to the effective date of the rule(s). For purposes of this Agreement, work rules are defined as and limited to:

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

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

9/13/2 Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules which includes both the application and interpretation may be challenged through the grievance procedure contained in this Agreement.

Section 14 Personnel File

9/14/1 Upon written request to his/her agency or department, an employee shall, within a reasonable time, have an opportunity to review his/her official personnel file in the presence of a designated management representative. However, employees shall not be entitled to review information which is confidential by law or administrative code.

9/14/2 A copy of any material placed in an employee's file which may affect his/her job performance evaluation shall be immediately presented to the employee involved. This material shall be for informational purposes only. The employee may make a written statement regarding his/her position on the materials placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

Section 15 Travel and Lodging

9/15/1 The Employer agrees to continue in effect the provisions of ss. 16.53 and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business.

9/15/2 The Uniform Travel Schedule Amounts (UTSA) set forth in the State of Wisconsin Compensation Plan shall be used to reimburse employee travel expenses, unless superseded by a specific provision in this Section. The Employer agrees to provide thirty (30) days advance notice to the Union of any formal Employer recommendations relating to the UTSA. Application and interpretation of this schedule may be challenged through the grievance procedure contained in this Agreement. (The amounts and guidelines are printed in Appendix A of this Agreement.)

9/15/3 Employees covered by this Agreement shall receive any additional increase in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats.

9/15/4 Travel expenses will be advanced to employees on request when estimated monthly expenses exceed fifty dollars ($50.00). Such advances will not exceed eighty percent (80%) of the estimated expense.

9/15/5 The Employer shall process employees' requests for travel reimbursement as expeditiously as possible.

9/15/6 Employees on field assignment shall not be required to share a room. When employees are assigned to training programs or conferences, the Employer will not require the sharing of rooms for more than two (2) consecutive nights and only when the room is furnished with two (2) normal motel room beds (excluding hide-a-bed or rollaway) nor will there be more than two (2) employees per room. The above limitations do not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

Section 16 Inclement Weather

9/16/1 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 makeup for lost time during the current or next pay period as scheduled by the Employer. Makeup shall be at the regular rate of pay.

9/16/2 When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous road conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may makeup time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, as scheduled by the Employer and shall be worked during the pay period in which the emergency condition occurs or the subsequent pay period.

9/16/3 When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those actual hours worked to makeup the time.

9/16/4 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 alternative work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to

send employees home or not to report to work under this provision. Any question on who has the authority should be directed to the employee's immediate supervisor.

Section 17 Contracting Out

9/17/1 When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) calendar days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If any employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred due to contracting out, a written notice of this action will be given to the employee(s) and the Union prior to implementation. Where possible, fourteen (14) calendar days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. However, failure to provide notice of reassignment is not grievable.

9/17/2 The Employer agrees to notify the Union after issuance of the letter of intent to award a contract. Such notice shall be made in writing to the Union within the five (5) working days as specified in s. Adm. 10.15(1), Wis. Admin. Code.

9/17/3 In order to provide full information to the Union, including reasons for contracting, the justification required in Chapter Adm. 10, Wis. Admin. Code, must be included, along with the required written notice to the Union at the time of the Request for Purchase Authorization (RPA).

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

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

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

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

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

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

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

Section 18 Blood Donations

9/18/1 Employees who donate blood or donate blood for the purpose of pheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

Section 19 Whistleblower

9/19/1 The Employer agrees to abide by the provisions of Chapter 230, subchapter III, Wis. Stats., regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

ARTICLE X
PROFESSIONAL DEVELOPMENT

Section 1 Employer Directed Training and Education

10/1/1 When an employee's attendance at training or educational sessions is directed by the Employer, such attendance will be without loss of pay and at the Employer's expense. The employee will be reimbursed for necessary expenses, pursuant to Article IX, Section 15 (Travel and Lodging).

Section 2 Job Related Educational Activities

10/2/1 As defined for professional development purposes, educational activities that are "job related" are those which develop, improve or update skills or knowledge which the agency determines an employee needs to perform the duties of the employee's current position.

Section 3 Job Required Education

10/3/1 An employee in a classification requiring continuing education to maintain licensure or certification shall receive leave with pay for such continuing education, and a minimum of seven hundred fifty dollars ($750.00) per year toward continuing education costs, prorated on an FTE basis. At the discretion of the Employer, such attendance may include reimbursement of the travel, lodging and/or program expenses. Employees shall be relieved of their regular duties while attending such training.

Section 4 Job Related Education

10/4/1 It is the intent and the Employer shall make every effort to ensure that employees in the bargaining unit be allowed to attend job related educational courses. Each employee covered by this Agreement shall be permitted up to five (5) days annually on a prorated FTE basis, (additional days may be authorized by the Employer) to attend such programs, providing staffing and operational requirements permit. At the discretion of the Employer, such attendance may be without loss of pay and may include travel and/or program expenses. When the employee is not permitted to attend such

courses and requests reasons for denial in writing, such denials shall be given in writing.

Section 5 Professional Organizations

10/5/1 Employees, as professionals, are encouraged to participate in local, state, and national professional organizations related to their jobs and specialty training. Employees who are elected officers and serve on the executive board or board of directors of the organization shall be granted time off with or without pay as determined by the Employer, not to exceed a total of five (5) workdays annually, to attend their professional organization's meetings. The employees shall give the Employer at least fourteen (14) calendar days' notice that they will be attending such functions.

10/5/2 An employee may elect to utilize up to five (5) days without loss of pay each calendar year for activity that is advantageous to the enhancement of professional development and is not otherwise covered by this Agreement. The Employer will not unreasonably deny the utilization of this time.

Section 6 Full Time Education

10/6/1 The Employer may grant a leave of absence without pay for a period not to exceed two (2) years for the purpose of continuing formal professional job related education at an accredited institution. Said employees shall enjoy all the benefits available to employees on leave of absence.

Section 7 Tuition Reimbursement for Part-Time Education

10/7/1 Employees may be permitted time off without pay to attend job related education courses in any institution of higher education in the state of Wisconsin. Each employee may be allowed to attend job related courses not exceeding a total of twelve (12) credit hours per academic year.

10/7/2 An academic year is defined as the beginning of the fall semester or quarter through the end of the summer semester or quarter.

10/7/3 One hundred percent (100%) of the tuition costs, plus fees, will be reimbursed by the Employer to the employee upon successful completion of approved courses.

10/7/4 The employee will request time off and/or reimbursement in advance of course registration in order to obtain approval and arrange for scheduling of hours to meet operational needs.

Section 8 In-Service Educational Programs

10/8/1 The Employer will conduct and/or provide in-service training and educational programs for employees in the bargaining unit.

10/8/2 In-service programs shall be developed which take into account the specific professional needs of the various disciplines and specialty areas.

10/8/3 The programs will be planned to permit employees to attend sessions during work time whenever practical. Bargaining unit employees will be considered on the active payroll during attendance at in-service programs.

Section 9 Evaluation

10/9/1 Every employee may be evaluated, in writing, on an annual basis by his/her immediate supervisor. Where the immediate supervisor has a different professional discipline than the employee, input will be obtained from a practitioner of the same discipline, who is familiar with the employee's work and has the professional background to write a meaningful evaluation.

10/9/2 The employee shall receive a copy of each written evaluation and be given an opportunity to respond in writing to its contents. The employee's response shall be attached to all copies of the evaluation which are kept by the Employer.

10/9/3 Evaluations shall include a conference between/among the employee and the evaluating supervisor(s). The purpose of the evaluation and the conference shall be to meaningfully advise the employee of the quality of his/her job performance, including both strengths and accurate and observable shortcomings, if any, to freely and frankly discuss the employee's strengths and/or weaknesses and to assist the employee in improving any areas of observable shortcomings.

ARTICLE XI
WAGES

Section 1 Classification, Assignment and Reassignment

11/1/1 For the purpose of assignment and reassignment of classifications to pay ranges, the parties agree to incorporate s. 230.09(2)(b), Wis. Stats., into the terms of this Agreement, unless otherwise specified in this Agreement.

Section 2 Multiple Pay Adjustments

11/2/1 Pay adjustments resulting from personnel transactions that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code, unless otherwise specified in this Agreement.

Section 3 ~~2005~~-2007-2009 Wage Adjustments

11/3/1 The Employer agrees to provide employees covered by this Agreement the wage adjustments as set forth below:

A. FY ~~2005-2006~~2007-2008 Wage Adjustment

1. General Wage Adjustment: Effective the first pay period following the effective date of the Agreement, each employee in pay status on the effective date, will receive an increase of two percent (2.0%) of the employee's base pay rate, subject to the applicable FY ~~2005 – 2006~~2007 – 2008 new pay range maximum set forth in Appendix B.

2. ~~The~~Effective the first day of the pay period after the effective date of the Agreement, the FY ~~2005-2006~~2007-2008 pay schedule in Appendix B will be implemented~~ on the first day of the pay period after the effective day of the Agreement~~.

B. FY ~~2006-2007~~2008-2009 Wage Adjustments

~~Effective June 25, 2006, t~~The Employer will provide the following wage adjustments in the order set forth below:

1. General Wage Adjustment Effective ~~June 25, 2006~~July 6, 2008: Each employee in pay status on ~~June 25, 2006~~July 6, 2008, will receive an increase of ~~two~~one percent (~~2.0~~1.0%) of the

employee's base pay rate, subject to the ~~June 25, 2006~~July 6, 2008, pay range maximum set forth in Appendix C.

2. ~~The June 25, 2006~~Effective July 6, 2008, the pay schedule in Appendix C will be implemented.

3. Market Adjustment Effective ~~June 25, 2006~~October 12, 2008: Each eligible employee in pay status on ~~June 25, 2006~~October 12, 2008, will receive a base pay rate increase equal to one (1) within range pay step, subject to the applicable pay range maximum.

4. Market Adjustment Effective ~~June 25, 2006~~October 12, 2008: Each eligible employee in pay status on ~~June 25, 2006~~October 12, 2008, ~~in a position allocated to the Optometrist, Physician or Psychiatrist classification~~ will receive a base pay rate increase as follows, subject to the applicable pay range maximum:

Full Years of Seniority as of June 30~~, 2006~~2008	Per Hour Increase
0 through 4 years	$0.000
5 through 9 years	$0.250
10 through 14 years	$0.500
15 through 19 years	$0.750
20 through 24 years	$1.000
25 or greater years	$1.250

~~5. Dentist Market Adjustment Effective June 25, 2006: Each eligible employee in pay status on June 25, 2006, in a position allocated to the Dentist classification will receive a base pay rate increase as follows, subject to the applicable pay range maximum:~~

~~Full Years of Seniority as of June 30, 2006~~	~~Per Hour Increase~~
~~0 through 4 years~~	~~$0.000~~
~~5 through 9 years~~	~~$1.000~~
~~10 through 14 years~~	~~$1.250~~

~~15 through 19 years $1.500~~

~~20 through 24 years $1.750~~

~~25 or greater years $2.000~~

~~6. Market Adjustment Effective June 25, 2006: Each eligible employee in pay status on June 25, 2006, in a position allocated to the Optometrist, classification will receive an adjustment of seventy five cents ($0.75) per hour, subject to the applicable pay range maximum.~~

~~7~~5. General Wage Adjustment Effective ~~April 1, 2007~~June 7, 2009: Each eligible employee in pay status on ~~April 1, 2007~~June 7, 2009, will receive an increase of two ~~and one quarter~~ percent (~~2.25~~2.0%) of the employee's base pay rate, subject to the ~~April 1, 2007~~June 7, 2009, pay range maximum set forth in Appendix D.

~~8~~6. ~~Pay Schedule Implementation:~~ Effective ~~April 1, 2007~~June 7, 2009, the pay schedule ~~as~~ in Appendix D will be implemented.

Section 4 Employees Not Eligible for Wage Adjustments

11/4/1 Employees who have previously been considered for or received a ~~2005-2006~~2007-2008 or 2008-2009 fiscal year wage adjustment will not be eligible for the General Wage Adjustments or Lump Sum Payment, set forth in Section 3 of the Article.

11/4/2 Employees who have separated from state service prior to the effective date of this Agreement are not eligible for any wage adjustments under this Agreement.

Section 5 Annualized Wage Adjustment

11/5/1 A. FY ~~2005-2006~~2007-2008 Annualized Wage Adjustment

1. Eligible employees who receive an adjustment under 11/3/1/A./1., above, of less than two percent (2.0%) of their base pay rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to the difference between the value of two percent (2.0%) of the employee's base pay rate prior to the application of the adjustment in 11/3/1/A./1., and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., below.

2. Eligible employees who received no adjustment under 11/3/1/A./1., above, solely

because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to two percent (2.0%) of their base pay rate, multiplied by 2088, subject to B. through D., below.

B. The Annualized Wage Adjustment payment provided under A. above, will be prorated based on the employee's budgeted FTE on the effective date of the adjustment.

C. The Annualized Wage Adjustment payment will be made as soon after the effective date of this Agreement as is administratively feasible.

D. Employees who are not in pay status on the effective date of this agreement, and return from an approved leave of absence or layoff from a bargaining unit position during the term of the Agreement will receive any Annualized Wage Adjustment payment for which they would otherwise have been eligible.

E. FY ~~2006-2007~~2008-2009 Annualized Wage Adjustment

1. Eligible employees who receive an adjustment under 11/3/1/B./1., above, of less than ~~two~~one percent (~~2.0~~1.0%) of their base pay rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to the difference between the value of ~~two~~one percent (~~2.0~~1.0%) of the employee's base pay rate prior to the application of the adjustment in 11/3/1/B./1., and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., above.

2. Eligible employees who received no adjustment under 11/3/1/B./1., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to ~~two~~one percent (~~2.0~~1.0%) of their base pay rate, multiplied by 2088, subject to B. through D., above.

3. Eligible employees who receive an adjustment under 11/3/1/B./3., above, of less than one (1) within range pay step solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to the difference between the value of one (1) within range pay step, and the amount the employee actually received as a base pay increase, multiplied by ~~2088~~1520, subject to B. through D., above.

4. Eligible employees who received no adjustment under 11/3/1/B./3., above, solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to one (1) within range pay step, multiplied by ~~2088~~1520, subject to B. through D., above.

5. Eligible employees who receive an adjustment under 11/3/1/B./4., above, of less than their applicable stratification amount solely because of the pay range maximum limitation will

receive an Annualized Market Adjustment payment equal to the difference between the value of their applicable stratification amount, and the amount the employee actually received as a base pay increase, multiplied by ~~2088~~1520, subject to B. through D., above.

6. Eligible employees who received no adjustment under 11/3/1/B./4., above, solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to their applicable stratification amount, multiplied by ~~2088~~1520, subject to B. through D., above.

~~7. Eligible employees who receive an adjustment under 11/3/1/B./5., above, of less than their applicable stratification amount solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to the difference between the value of their applicable stratification amount, and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., above.~~

~~8. Eligible employees who received no adjustment under 11/3/1/B./5., above, solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to their applicable stratification amount, multiplied by 2088, subject to B. through D., above.~~

~~9. Eligible employees who receive an adjustment under 11/3/1/B./6., above, of less than seventy five cents ($0.75) solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to the difference between the value of seventy five cents ($0.75), and the amount the employee actually received as a base pay increase, multiplied by 2088, subject to B. through D., above.~~

~~10. Eligible employees who received no adjustment under 11/3/1/B./6., above, solely because of the pay range maximum limitation will receive an Annualized Market Adjustment payment equal to seventy five cents ($0.75), multiplied by 2088, subject to B. through D., above.~~

~~11~~7. Eligible employees who receive an adjustment under 11/3/1/B./7., above, of less than two ~~and one quarter~~ percent (2.~~25~~0%) of their base rate solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to the difference between the value of two ~~and one quarter~~ percent (2.~~25~~0%) of the employee's base pay rate prior to the application of the adjustment in 11/3/1/B./7., and the amount the employee actually received as a base pay increase, multiplied by ~~480~~160, subject to B. through D., above.

~~12~~8. Eligible employees who received no adjustment under 11/3/1/B./7., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment payment equal to two ~~and one quarter~~ percent (2.~~25~~0%) of their base pay rate, multiplied by ~~480~~160, subject to B. through D., above.

Section 6 Lump Sum Wage Payment and Wage Adjustment Due to the Delay in Implementation Administration

11/6/1 Eligible employees shall receive a lump sum wage payment in an amount equal to the value of any increase received under 11/3/1/A., multiplied by the number of the employee's hours in pay status ~~in the bargaining unit~~ from ~~June 26, 2005~~June 24, 2007 to the effective date of these increases. The lump sum payment shall be made as soon after the effective date of this Agreement as is administratively feasible.

11/6/2 Employees entering the WPDA bargaining unit who have not been previously considered for or received a 2007-2008 or 2008-2009 fiscal year General Wage Adjustment due to a delay in implementation of the 2007-2009 Agreement in the employee's previous bargaining unit shall receive the General Wage Adjustment(s) or Annualized General Wage Adjustment(s), provided under Sections 3 and 5, above, respectively, effective prior to any pay on appointment adjustments. The Annualized General Wage Adjustment amount shall be equal to the value of the General Wage Adjustment(s) minus the amount the employee actually received, multiplied by the number of hours remaining in the fiscal year. This lump sum shall be prorated based on FTE of the new WPDA position on the appointment date.

11/6/3 Employees receiving a GWA under 11/6/2 are also eligible to receive an associated lump sum payment for all hours in pay status from the effective date(s) of the GWA(s) provided in Section 3, above, to the effective date of the movement to a position covered by this Agreement.

11/6/4 Employees receiving a GWA under 11/6/2 are also eligible to receive the associated lump sum payment provided under 11/6/1 for all hours in pay status from the date listed in 11/6/1 to the effective date of the GWA(s) provided in Section 1.

Paragraphs 11/6/2, 11/6/3, and 11/6/4 will sunset on June 30, 2009, regardless of contract extension, unless the parties mutually agree to extend.

Section 7 Pay Administration

11/7/1 Pay Administration will be in accordance with Appendix F of this Agreement.

11/7/2 The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered by this Agreement at the beginning date of the pay period nearest the statutory or administrative date of said adjustments.

11/7/3 An employee's "base pay" or "base pay rate" means the employee's pay rate, excluding any overtime or supplemental pay.

Section 8 TAM and RMR Notification

11/8/1 In the event the Employer uses Temporary Appointment Maximum (TAM) or Raised Minimum Rate (RMR) for recruitment, the Employer will notify the Union before implementation.

Section 9 Board Certification and Board Certification Eligibility - Supplemental Pay for Physicians and Psychiatrists

11/9/1 Subject to A. through H. below, the appointing authority has the sole authority to determine supplemental pay for Board Certification eligibility or Board Certification.

A. Board Certification Eligibility – Effective the first day of the pay period following the effective date of this Agreement, an employee in a position for which the appointing authority requires Board Certification and who has been certified by the appropriate Medical Specialty Board as having achieved the required Board Certification eligibility may be granted supplemental pay in an amount up to $~~5.93~~6.31 per hour for Physicians and $~~6.47~~6.89 per hour for Psychiatrists, at the sole discretion of the appointing authority. No credit will be given for board certification eligibility in a specialty not directly related to the employee's position, as determined by the appointing authority. Effective ~~June 25, 2006~~July 6, 2008, such an employee may be granted supplemental pay in an amount up to $~~6.05~~6.38 per hour for Physicians and $~~6.60~~6.96 per hour for Psychiatrists. Effective ~~April 1, 2007~~June 7, 2009, such an employee may be granted supplemental pay in an amount up to $~~6.18~~6.51 per hour for Physicians and $~~6.75~~7.10 per hour for Psychiatrists.

B. Board Certification - An employee in a position for which the appointing authority requires Board Certification and who has been certified by the appropriate Medical Specialty Board for the required certification may, at the sole discretion of the appointing authority, be granted supplemental pay in accordance with the tables in 11/9/2 of the Agreement. No credit will be given for board certification in a specialty not directly related to the employee's position, as determined by the appointing authority.

C. Supplemental pay may only be granted upon receipt of written evidence of Board Certification eligibility or Board Certification. All supplemental pay adjustments will be effective at the

beginning of the pay period following the determination by the appointing authority that the employee has presented sufficient evidence of the Board Certification eligibility or Board Certification required for the position. Supplemental pay will be discontinued by the appointing authority whenever the Physician or Psychiatrist is no longer employed in a position for which the appointing authority requires the Board Certification.

D. Any employee who is already receiving supplemental pay for Board Certification on the effective date of the FY ~~2005-2006~~2007-2008 pay range implementation in an amount that is less than the amount required in 11/9/2 A. of the Agreement, will have his/her supplemental pay increased to that amount.

E. Any employee who is already receiving supplemental pay for Board certification on the effective date of the pay range implementation effective ~~June 25, 2006~~July 6, 2008, in an amount that is less than the amount required in 11/9/2 B. of the Agreement, will have his/her supplemental pay increased to that amount.

F. Any employee who is already receiving supplemental pay for Board certification on the effective date of the pay range implementation effective ~~April 1, 2007~~June 7, 2009, in an amount that is less than the amount required in 11/9/2 C. of this Agreement, will have his/her supplemental pay increased to that amount.

G. Any employee who was already receiving supplemental pay for Board Certification on November 26, 1995, in an amount that was greater than fifteen percent (15%) of the minimum of the pay range that took effect on November 26, 1995, will retain at least that amount while in the position that employee occupied on that date.

H. Employees eligible for supplemental pay are limited to one supplemental pay amount to reflect either Board Certification Eligibility or Board Certification. There will be no pyramiding of the supplemental pay provided under this Section.

11/9/2 FY ~~2005-~~2007-2009 Board Certification Supplemental Pay Amounts:

A. FY ~~2005-2006~~2007-2008 (Effective the first day of the pay period following the effective date of this Agreement)

	Not less than	Not to Exceed
Physicians:	$~~8.89~~9.46/hr.	$~~17.78~~18.92/hr.
Psychiatrists:	$~~9.70~~10.33/hr.	$~~19.39~~20.64/hr.

B. FY 200~~6~~8-200~~7~~9 (Effective ~~June 25, 2006~~July 6, 2008.)

	Not less than	Not to Exceed
Physicians:	$~~9.07~~9.56/hr.	$~~18.13~~19.11/hr.
Psychiatrists:	$~~9.89~~10.44/hr.	$~~19.78~~20.85/hr.

C. FY 200~~6~~8-200~~7~~9 (Effective ~~April 1, 2007~~June 7, 2009)

	Not less than	Not to Exceed
Physicians:	$~~9.27~~9.76/hr.	$~~18.54~~19.50/hr.
Psychiatrists:	$~~10.12~~10.65/hr.	$~~20.23~~21.27/hr.

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

Employee Monthly Contribution

	2006~~8~~ Coverage Months			2007~~9~~ Coverage Months	
	Single	Family		Single	Family
Tier 1	$ ~~22~~27.00	$ ~~55~~68.00	Tier 1	$~~27~~31.00	$ ~~68~~78.00
Tier 2	$ ~~50~~60.00	$~~125~~150.00	Tier 2	$~~60~~69.00	$~~150~~173.00
Tier 3	$~~100~~143.00	$~~250~~358.00	Tier 3	$~~143~~164.00	$~~358~~412.00

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

12/1/3 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) but less than one thousand and forty four (1044) hours per year.

12/1/4 An employee who is laid off or on an approved leave of absence without pay may continue his/her group health insurance for a period not to exceed thirty six (36) calendar months while on layoff status or on approved leave of absence without pay, provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

Section 2 Life Insurance

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

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

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

Section 3 Income Continuation Insurance

12/3/1 The Employer agrees to continue in effect the Income Continuation Program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the Group Insurance Board.

Section 4 Sick Leave

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

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

B. Sick leave shall not accrue during any period of absence without pay or for any hours in excess of eighty (80) hours per biweekly period of service.

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

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

A. Employees may use accrued sick leave for personal illnesses, bodily injuries, maternity, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would

jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate from a health care provider other than a state employee, or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. With the approval of the Employer, employees will be permitted to use personal holidays, earned compensatory time credits, or earned vacation credits in lieu of sick leave when they so request. Such time is subject to the same requirements for sick leave as set forth above.

B. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours. To qualify for use of sick leave under this Section, employees must give the Employer three (3) workdays advance notice of appointments, except when emergency conditions prevail.

C. When death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, parents, step-parents, grandparents, foster parents, children, step-children, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, spouse equivalent, aunts and uncles of the employee or spouse, sons-in-law or daughters-in-law of the employee or spouse, or other relatives of the employee or spouse residing in the household of the employee, and any other person permanently residing in the household of the employee. Use of accrued sick leave shall normally be used during the seven (7) calendar day period immediately following the death. Where mitigating circumstances require a postponement in funeral arrangements, sick leave may be used at an appropriate later date for directly related purposes. Use of sick leave for death in the immediate family for the purposes of this Section is limited to a total of three (3) workdays, plus required travel time not to exceed four (4) workdays.

D. Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, or cousins of the employee or spouse. Travel time required to attend such funerals shall not exceed four (4) workdays.

E. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph C above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this Section is limited to five (5) workdays for any one illness or injury; however, the use of sick leave may be extended to cover unusual circumstances, provided prior approval is obtained. An employee may use

sick leave for the care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth of a child.

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

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

12/4/3 The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

12/4/4 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.

12/4/5 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.

12/4/6 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.

12/4/7 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:

A. 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.

B. 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.

12/4/8 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.

12/4/9 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.

12/4/10 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 8/11/1 or 5 years have elapsed from the date of layoff, whichever occurs first.

12/4/11 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.

12/4/12 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.

12/4/13 These credits shall be converted using the employee's highest base pay rate while in state service.

12/4/14 For informational purposes, a chart portraying this benefit is found in Appendix E.

12/4/15 The employee may elect to delay conversion of his/her sick leave credits for a period of up to ten (10) years after the date of retirement, provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's hourly rate at the time of retirement.

12/4/16 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.

12/4/17 Each employee's unused sick leave accumulated in his/her sick leave account as of the effective date of this Agreement shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members carried over under this Agreement. This Section shall not be used to recompute the amount of sick leave accumulated in an employee's account prior to the effective date of this Agreement or prior to the date an employee becomes a bargaining unit member.

Section 5 Paid Annual Leave of Absence

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

12/5/2 Effective July 1, 2001, the leave plan as outlined in par. A., below will be implemented. Employees must be in pay status on the effective date of the contract to be eligible to receive the following annual leave schedule. An employee who is on a leave of absence on the effective date of the contract will not receive the adjusted leave plan as outlined in par. A., below until he or she returns to pay status in a position in the bargaining unit. New employees shall begin earning annual leave on their

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

A. Regular Employees.

Years of Service	**Hours**
During first 5 yrs.	120 hrs.
During next 5 yrs.	160 hrs.
During next 5 yrs.	176 hrs.
During next 5 yrs.	200 hrs.
After 20 yrs.	216 hrs.

B. 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 par. A., above.

C. Permanent Part-Time Employees: Permanent part-time employees shall be granted pro rata leave consistent with par. A., above.

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

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

B. Annual leave for covered employees shall be prorated: during the first year of employment at a rate of one hundred and twenty (120) hours; in the calendar year the employee attains five (5) years of seniority at the rate of one hundred and twenty (120) or one hundred and sixty (160) hours respectively; in the calendar year the employee attains ten (10) years of seniority at the rate of one hundred and sixty (160) or one hundred and seventy six (176) hours respectively; in the calendar year the employee attains fifteen (15) years of seniority at the rate of one hundred and seventy six (176) or two hundred (200) hours respectively; in the calendar year the employee attains twenty (20) years of seniority at the rate of two hundred (200) or two hundred and sixteen (216) hours respectively.

C. Employees eligible for annual leave as provided in Subsection B shall be granted such leave at the start of each calendar year on the basis of his/her full-time equivalent (FTE) employment status. The actual amount of annual leave earned shall be 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. Employees eligible for annual leave as provided in par. B., shall have such leave prorated upon termination.

12/5/4 Employees who earn less than one hundred and sixty (160) hours annual leave each year and who have accumulated a minimum of five hundred and twenty (520) hours of sick leave at the end of the "B" pay period in October may, at the employee's option, elect to receive forty (40) hours or prorated portion thereof of annual leave under one (1) of the following options each year:

A. Annual leave during the year earned;

B. As credit for termination leave or as accumulated sabbatical leave.

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

12/5/5 Employees eligible for one hundred and sixty (160) or one hundred and seventy six (176) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

A. As annual leave during the year earned.

B. As credit for termination/sabbatical leave.

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

A. Not to exceed forty (40) hours in cash during the year earned.

B. Annual leave during the year earned.

C. As credit for termination/sabbatical leave.

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

A. Not to exceed forty (40) hours in cash during the year earned.

B. Annual leave during the year earned.

C. As credit for termination/sabbatical leave

Section 6 Leaves of Absence Without Pay

12/6/1 Other than leaves for the purposes set forth in paragraphs 3-7 below, leaves of absence without pay for other purposes may be granted at the sole discretion of the appointing authority in response to a request by the employee. Such a leave of absence may be extended on a year to year basis for an additional two years with the approval of the appointing authority. No formal leave of absence shall exceed three (3) years. Short term leaves of absence without pay for periods of up to two (2) weeks may be approved within the sole discretion of the employee's appointing authority or his/her designee.

12/6/2 Pregnant employees shall be granted a maternity leave of absence without pay as follows:

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

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

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

12/6/4 ~~W~~Except as provided in Section 8 of this Article, whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

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

12/6/5 Employees adopting a child or children shall be granted a leave of absence without pay for a period of time up to, but not exceeding, six (6) months. Upon request of the employee and at the discretion of the Employer, this leave of absence without pay may be extended or renewed for another period of time, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months. Such leave must coincide with the actual taking custody of the child or children.

12/6/6 One (1) employee who is elected or appointed as the Wisconsin Physician and Dentist

Association or AFT Wisconsin professional staff shall be granted a leave of absence without pay for the term of this Agreement. The rights of such employee who returns from such leave within a two (2) year time period shall be as provided in 12/6/8. The rights of such employee who returns after a two (2) year time period shall be limited to reinstatement within the agency to a vacant position for which the returning employee meets the established requirements of training and experience as set forth in the most recent description advertisement to fill the position.

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

12/6/8 Except as provided in 12/6/6 above, the Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay:

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

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

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

Section 7 Leaves of Absence With Pay Due to Injury Under Special Conditions

12/7/1 Sections 230.36(1), (2) and (3), Wis. Stats., or as amended are hereby adopted by reference, subject to the conditions and limitations set forth herein.

12/7/2 Injured employees who meet the qualifying provisions of s. 230.36(4), Wis. Stats., may be granted a leave of absence for up to six (6) months from the date of injury.

12/7/3 Application for benefits under s. 230.36, Wis. Stats., shall be made by the employee or his/her representative to the appointing authority within fourteen (14) calendar days from the date of injury, on forms provided by the Employer. While medical verification is required for final approval of a claim, failure by the physician to provide verification within the fourteen (14) days shall not be the basis for denial. In extenuating circumstances, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or

illness, the circumstances surrounding its occurrence, and the qualifying duties on which the application is based.

12/7/4 Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employee of his/her decision to authorize or deny the claim.

12/7/5 If an employee's claim for benefits under this Section is denied by the appointing authority, the employee may, within thirty (30) calendar days, file an appeal at the second step of the grievance procedure provided under Article IV of this Agreement. For the purposes of this Section, the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the Equal Rights Division of the Department of Workforce Development shall not be applicable.

12/7/6 Approved payments under this Section shall continue from the date of inability to work until the date the employee returns to work or until the employee's status is changed to worker's compensation, disability retirement, new assignment, or other appropriate status. When the appointing authority takes action to change the employee's status, the employee may file an appeal at the third step of the grievance procedure provided under Article IV of this Agreement. Employees on approved leave under this Section shall be entitled to full base pay plus any unit wide pay increases and personal holidays.

12/7/7 Employees on approved leave with pay under this Section shall earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum period of six (6) months, unless extended by the Employer. Employees shall be denied legal holiday credits for holidays which occur during the period of absence.

12/7/8 Concurrent benefits--except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to workers' compensation. Under no circumstances shall an employee receive more than his/her base rate of pay for the job in which he/she was performing at the time of injury.

12/7/9 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. 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 other action consistent with 12/4/2F. Upon return to full work status, an employee's benefits under this Section shall cease, providing his/her attending physician has released

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

Section 8 Military Service

12/8/1 Annual Field Training: The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal and state law, shall be granted a leave of absence without loss of pay not to exceed thirty (30) work days in any calendar year. During this leave, each employee shall receive his/her base state pay less the base military pay received for and identified with such attendance but such reduction shall not be more than the base state pay. Such leave shall be provided to enable employees to attend military school and annual field training or annual active duty training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving on extended active duty or for service as a member of the active armed services of the United States, or for absences of three (3) consecutive days or less. Employees shall notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

12/8/2 The amount of authorized pay shall be determined by the number of scheduled work hours within the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military; therefore, additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

12/8/3 Public Emergencies: The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, who are called into state active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the state pursuant to 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.

12/8/4 The Employer agrees that leave provided under this Section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee shall be considered uninterrupted by such attendance.

12/8/5 The Employer agrees that employees who are called for a pre-induction physical for the military service shall be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

12/8/6 Differential pay, sick leave, and annual leave for employees activated into certain federal service.

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

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

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

3. The employee has received a military leave of absence under 12/8, under this Section, under s. 230.35(3), Wis. Stats., or under rules promulgated by the Office of State Employment Relations.

B. Subject to C., below, on or after January 1, 2003, an employee who is required to serve, or who is serving, in the U.S. public health service and who is on detail with any of the U.S. armed

forces shall be paid his or her state salary, less any federal pay and housing allowances that he or she receives, during the period in which the employee is detailed for duty with any of the U.S. armed forces, unless the federal pay and housing allowances equal or exceed his or her state salary, and shall accumulate sick leave and paid annual leave of absence as though no interruption in service has occurred.

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a) or under 12/8/3 of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a) or 12/8/3.

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.

12/8/7 If an employee who is eligible to receive the pay and benefits authorized under 12/8/6 was

activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 12/8/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

Section 9 Jury Duty

12/9/1 The Employer agrees to provide employees who are summoned for grand jury or petit jury service leave with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate, excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employee shall report back to work, unless authorized by the appointing authority to be absent from his/her work assignment.

Section 10 Retirement

12/10/1 The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40 of the Wis. Stats., and the appropriate Adm. Code rules of the Employee Trust Funds Board.

12/10/2 For the duration of this Agreement, the Employer shall contribute on behalf of the employee five percent (5.0%) of the employee's earnings paid by the State.

12/10/3 Effective July 1, 1986, the Employer shall pay the one percent (1.0%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

12/10/4 Effective January 1, 1996, the Employer shall pay the additional three-tenths of one percent (0.3%) employee share of the required benefit adjustment contribution for general occupation employees.

Section 11 Holidays

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

Independence Day	July 4~~, 2005~~	~~July 4, 2006~~
Labor Day	~~September 5, 2005~~	~~September 4~~1~~, 2006~~First Monday in September
Thanksgiving Day	~~November 24, 2005~~	~~November 23, 2006~~Fourth Thursday in November
Christmas Eve	December 24~~, 2005~~	~~December 24, 2006~~
Christmas Day	December 25~~, 2005~~	~~December 25, 2006~~
New Year's Eve	December 31~~, 2005~~	~~December 31, 2006~~
New Year's Day	January 1~~, 2006~~	~~January 1, 2007~~
Martin Luther King Jr. Day	~~January 16, 2006~~	~~January 15, 2007~~Third Monday in January
Memorial Day	~~May 29, 2006~~	~~May 28, 2007~~Last Monday in May

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

12/11/3 To qualify for any paid holiday, employees must work or be in pay status on the last scheduled workday immediately preceding or the first scheduled workday immediately following the holiday.

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

12/11/5 The Employer agrees to provide employees with three and one-half (3 1/2) non-cumulative personal holidays in each of the calendar years covered by this Agreement plus one (1) additional paid personal holiday each calendar year, effective calendar year 2004, in recognition of Veterans Day. All employees not satisfactorily completing their probationary period will earn only the

annual prorated amount of their personal holidays. Personal holidays shall be scheduled and taken as provided in Article VI, Section 4 (Hours of Work).

12/11/6 Under the provisions of 1., 2., 3. and 4., above, permanent part-time employees will have all holidays prorated. The proration of legal holidays for part-time employees will be based upon the number of hours an employee is scheduled to work during the pay period in which the holiday falls, i.e., if an employee is scheduled for forty (40) hours during the pay period, he/she will be given four (4) hours for the holiday.

12/11/7 Holiday Premium Pay: When employees are required by the Employer to work on a holiday provided in 12/11/1 above, the Employer agrees to reimburse such employees at the premium rate of time and one-half for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. Payments due employees who work on a holiday which exceed the employee's regular rate shall be made in compensatory time off or cash payment, or any combination thereof, at the discretion of the Employer.

12/11/8 Holiday Compensatory Time: In addition to the compensation provided to employees under 12/11/7, employees who are required to work on a holiday shall also receive compensatory time on an hour-for-hour basis, not to exceed eight (8) hours for working on a holiday.

12/11/9 Scheduling Use of Compensatory Time and Saturday Holiday Time: Where compensatory time or Saturday holiday time is provided under the provisions of this Section, it shall be taken in accordance with the provisions of Article VI, Section 4 (Hours of Work). The Employer may permit such time to be anticipated.

Section 12 Administration of Worker's Compensation Benefits

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

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

12/12/3 In the event the Employer denies the employee's claim of worker compensable injury or disease and the employee's claim is later sustained, the Employer will reimburse the employee its

proportionate share of the premium payment per Article XII, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

Section 13 Witness Fees

12/13/1 Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer shall permit the employee to take time off with pay to comply with the subpoena if required to appear during his/her regularly scheduled hours of employment; provided, however, that the employee shall turn over to the Employer any witness fee received.

Section 14 Dental Insurance Deduction

12/14/1 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 15 Employee Funded Reimbursement Accounts (ERA)

12/15/1 Effective with the first open enrollment period after the effective date of the Agreement, employees will be eligible to participate in the Employee-Funded Reimbursement Account Program, as administered under the provisions of Chapter 40, Wis. Stats., and the contract between the plan administrator and the Department of Employee Trust Funds.

Section 16 Family and Medical Leave Acts

12/16/1 The parties agree to abide by the provisions of the Wisconsin Family and Medical Leave Act and the Federal Family and Medical Leave Act of 1993, or as they may be amended.

Section 17 Child Care

12/17/1 Upon request, the Employer will make available to employees information and materials related to child care and family issues. This information will be placed in a centralized clearly designated area.

Section 18 Americans with Disabilities Act

12/18/1 The Union and the Employer agree that the language of this Agreement will be interpreted and applied in a manner consistent with the requirements of the Americans with Disabilities Act, or as it may be amended.

Section 19 Catastrophic Leave

12/19/1 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.

12/19/2 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.

12/19/3 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 (1) representative from each certified parent Union with an Agreement containing a Catastrophic Leave provision, one (1) classified non-represented employee, and designated Employer representatives will comprise a joint committee.

12/19/4 Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies' approval. Covered employees for purposes of this provision means any state employee having access to a Catastrophic Leave Program, excluding employees in positions under s. 230.08 (cm), (d) and (k), Wis. Stats., unless approved or authorized by the UW Board of Regents, unclassified employees of the State of Wisconsin

Investment Board and elected officials.

12/19/5 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.

12/19/6 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.

12/19/7 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.

12/19/8 To be an eligible recipient, an employee:

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

B. Must be on approved unpaid leave of absence.

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

D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family, as defined in 12/4/2/C., 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).

12/19/9 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.

12/19/10 It is understood that nothing in this Section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

12/19/11 It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

Section 20 Commuter Benefits Program

12/20/1 All bargaining unit employees shall have the opportunity to participate in the Commuter Benefits Program as administered by the Department of Employee Trust Funds under the provisions of Chapter 40, Wis. Stats.

ARTICLE XIII
GENERAL

Section 1 Obligation to Bargain

13/1/1 This Agreement represents the entire Agreement of the parties and will supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the rules of the Secretary relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Partial Invalidity

13/2/1 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

13/3/1 The term “probationary employee” as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent, sessional and seasonal positions in the classified service shall be for a probationary period of six (6) months, except as specifically provided in s. 230.28, Wis. Stats., and Wis. Administrative Code, Chapter

ER-MRS 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

13/3/2 The inclusion of this Section in the Agreement is for informational purposes only and does not constitute bargaining with respect to the subject matter of this Section. Further, any amendment to the aforementioned law or rule governing probationary periods will require an immediate amendment to this Section.

Section 4 Retroactivity

13/4/1 No provision of this contract will be retroactive unless specifically so stated.

ARTICLE XIV
NO STRIKE OR LOCKOUT

Section 1

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

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

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

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

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

14/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union will 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 will 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 will 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 will be enforced by the ordinary processes of law.

14/1/4 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout. If a lockout does, in fact, occur, all affected employees will be paid for such period of time at their regular rate of pay for time lost from work due to the lockout.

Section 2

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

ARTICLE XV
TERMINATION OF AGREEMENT

15/1/1 Except as otherwise provided herein, the terms and conditions of this Agreement shall continue in full force and effect commencing with publication of the session law ratifying the Agreement, and terminating on June 30, ~~2007~~2009, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

NEGOTIATING NOTE #1

~~2005-2007 AGREEMENT~~

GRIEVANCE REPRESENTATIVE

In recognition that the bargaining unit is extremely small and dispersed statewide, an employee may request a representative of the Union who is not a state employee for the purposes of 4/11/2.

NEGOTIATING NOTE #2

~~2005-2007 AGREEMENT~~

MEDICAL OFFICER OF THE DAY

Notwithstanding the provision of Appendix F, Section 4 on compensation practices, or Article VI, local institution practices specifically applicable to medical officer of the day will continue for physicians and psychiatrist until the Union and the particular agency or institution, if authorized by the agency, otherwise negotiate a local agreement on compensatory time (which can include cash-out) on the matters of medical officer of the day.

NEGOTIATING NOTE #3

~~2005-2007 AGREEMENT~~

DEPARTMENT OF CORRECTIONS VACATION SCHEDULING

The parties agree that during the life of the Agreement, the Department of Corrections and two (2) representatives of the Wisconsin Physician and Dentist Association shall meet to discuss the current policy relating to vacation scheduling of physicians within the department, and the coverage to be provided while such vacation is being used.

NEGOTIATING NOTE #4

~~2005-2007 AGREEMENT~~

HEPATITIS B

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

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

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

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

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

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

NEGOTIATING NOTE #5

~~2005-2007 AGREEMENT~~

PROFESSIONAL LIABILITY

The Department of Corrections (DOC) agrees to reimburse bargaining unit members for the actual customary and reasonable costs incurred by independent legal counsel, not to exceed five thousand ($5,000.00), to defend against complaints by an inmate or in the interests of an inmate seeking revocation of his or her professional license or certificate under the following conditions: the Department of Corrections chooses not to provide legal assistance to the employee; and the Department of Corrections determines that the employee has acted in the scope of employment and the employee has followed the appropriate department policies, procedures and protocols. The Department of Corrections will not reimburse a bargaining unit member for any costs incurred by independent legal counsel to defend against complaints when DOC is one of, or the only complaining party**.**

NEGOTIATING NOTE #6

~~2005~~-2007-2009 AGREEMENT

~~Continuing Medical Education Reimbursement System~~CONTINUING MEDICAL EDUCATION REIMBURSEMENT SYSTEM

The parties agree to create a joint union/management committee to discuss the current continuing medical education reimbursement policy and procedures in order to develop a more equitable and less labor intensive system.

1. The committee will be compromised of four management members including one representative from OSER, as appointed by Management, and four union members including one representative from AFT, as appointed by the Union.

2. Members appointed by the Union will serve on the committee without loss of pay.

3. The members will be appointed within 90 days of the effective date of this Agreement and first meeting of the committee scheduled within 120 days of the effective date of the Agreement.

It is understood that the purpose of this committee is to explore alternatives to the current system and that this negotiating note does not obligate the Employer to appropriate resources or funding for this purpose, nor to implement the committee's recommendations as submitted unless mutually acceptable.

This Negotiating Note will sunset on ~~June 30, 2007~~June 30, 2009, regardless of contract

extension, unless mutually agreed otherwise.

Negotiating Note #7

2007-2009 Agreement

DEPARTMENT OF CORRECTIONS ORAL SURGERY ADD-ON PILOT

Department of Corrections (DOC) dentists perform oral surgery procedures as part of their routine practice. Certain oral surgery procedures typically are not considered part of a routine practice due to the level of skill required to perform them and the need to be proficient. Therefore, to create an environment in which DOC-employed dentists may develop and maintain the skills necessary to perform the more advanced oral surgery procedures in a safe and competent manner, the Department may choose to assign regional responsibility for more advanced oral surgery procedures.

The Department of Corrections will identify those oral surgery procedures that will be performed on a regional basis. Employees with assigned regional responsibility will also be expected to perform those procedures at their base location. Additional regional responsibilities include the regular performance of a specific set of oral surgery procedures, traveling to assigned institutions and working with dental staff at that location, and treating offenders from other institutions solely for their oral surgery needs. The Employer reserves the right to determine the number and composition of the regions, if any, and to assign regional responsibilities and make changes as needed for operational purposes. It is the Employer's responsibility to determine selection and ongoing eligibility, based on the recommendations of the DOC Dental Director.

The parties agree that additional compensation may be warranted for these positions due to both the skill level required and the additional regional responsibilities. Therefore, an hourly add-on amount not to exceed (NTE) $5.00 per hour may be granted to those employees for whom regional oral surgery responsibilities are assigned and comprise at least 25% of the duties and responsibilities as reflected on the employee's position description.

This negotiating note will sunset on June 30, 2009 unless extended by mutual agreement.

MEMORANDUM OF UNDERSTANDING #1

~~2005~~-2007-2009 AGREEMENT

In recognition of the unique approach to bargaining used by WPDA, the size and composition of the bargaining unit and the minimal number of State Agencies affected, the President of WPDA will be allowed up to seven (7) days without loss of pay for the purposes of conducting bargaining unit business authorized under the contract. These seven days are in addition to time in without loss of pay status authorized in the body of the contract. This provision will sunset on June 30, ~~2007~~2009. This sunset can only be extended by the express mutual agreement of both parties. The Memorandum will not continue in effect if the contract is extended without the express mutual agreement of both parties.

MEMORANDUM OF UNDERSTANDING #2

~~2005~~-2007-2009 AGREEMENT

Reinstatement Eligibility and Restoration Rights for Employees Laid Off During the 2003-2005 Fiscal Biennium Due to Agency Elimination or Transfer of Functions to Another State Agency

Employees laid off during the 2003-2005 fiscal biennium because the state agency at which the person was last employed is eliminated or because the functions performed by the person are transferred to a different state agency, shall have reinstatement eligibility according to 8/5/1 of the agreement and restoration rights according to 8/4/1-8/4/11 of the agreement to the state agency to which the functions previously performed by the person was transferred.

This MOU will sunset ~~upon expiration of the 2003-05 Agreement~~June 30, 2009, regardless of contract extension, unless the parties mutually agree to extend.

~~**MEMORANDUM OF UNDERSTANDING #3**~~

~~**2003-2005 AGREEMENT**~~

~~**Contracting Out**~~

~~During the course of negotiations for the 2001-2003 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:~~

~~1) DOA will develop a shared format to be used by all agencies to track the purchase of contracted services. If a centralized, electronic procurement system becomes available during the biennium, that system may be substituted. Information gathered in this manner will be shared by agencies with the union on an annual basis. This shared format will be developed and distributed to agencies not later than March 1, 2004.~~

~~2) State agencies will abide by current state procurement policies and collective bargaining agreements regarding notice of contracting out to unions. In addition to providing notices currently required by existing statutes, rules and procedures, a notice will be issued to the union for all vendor-managed service contracts no later than 5 working days prior to the each service engagement. This notice will include the type of services to be performed and a justification of need consistent with the requirements of the DOA Procurement Manual. If unforeseen circumstances prevent the issuance of the notice 5 working days prior to the service engagement, a notice will be issued as soon as possible consistent with business needs.~~

~~3) DOA will issue a memorandum to agencies by January 2, 2004, clarifying the process that is required to be followed when a request for purchasing authority is issued and when the delegated contract process is followed, consistent with relevant statutes, administrative rules, procurement policies, and collective bargaining requirements. This memorandum will emphasize the importance of providing timely notice to affected labor organizations at the appropriate points in the process, and the importance of preparing a justification of need for contracted services that includes a statement showing~~

~~why the services can be performed more economically or efficiently by contract rather than by current state employees or by hiring permanent, project, or limited term employees.~~

~~4) Over the term of this contract, DOA will coordinate a review of two specific contracts that are for work performed by this union and that are identified by the union. The information technology services contract will not be eligible for this review, although individual hires off of the contract may be reviewed. This pilot review will analyze available documentation regarding the procurement process used, scope, term, and cost of the contract, information submitted by the union that bears on the contract, and other relevant factors. Upon completion, DOA will meet with the union to discuss the results of its review.~~

~~5) An advisory group will be established and comprised of five management members and five union members for the purpose of advising the DOA secretary, by July 1, 2004, on the procurement of services that are normally performed by bargaining unit members. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOA secretary on the following issues:~~

~~a) the relevant factors to be considered in preparing the justification of need required under current procurement procedures;~~

~~b) the preparation of accurate, economical, efficient and effective analyses;~~

~~c) consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that appropriate analysis can be performed without unduly delaying the performance of state services; and~~

~~d) procedures to ensure agency compliance with union notification requirements.~~

~~The advisory group may provide consensus recommendations, if any, to the DOA secretary by July 1, 2004. The DOA secretary will meet with the advisory group to discuss its recommendations.~~

~~This Memorandum of Understanding sunsets on June 30, 2005, regardless of contract extension, unless the parties mutually agree to extend.~~

MEMORANDUM OF UNDERSTANDING #4~~2~~3

~~2005-2007 AGREEMENT~~

PHYSICIANS ON-CALL SYSTEM AT DOC

The Department of Corrections (DOC), Bureau of Health Services and the bargaining unit agree that an on-call procedure is necessary in order to provide safe and efficient treatment to offenders in the Department of Corrections. In an effort to address this commitment, the parties agree to the following:

1) There will an on call system for physicians to ensure coverage of Bureau of Health Services facilities. Consistent with the terms of this MOU, DOC reserves the management right to establish terms, policies and procedures for the establishment and administration of an on call system.

If a physician feels he/she should not be assigned on call, they should request an accommodation through the Appointing Authority.

2) Physicians shall be on call for any Division of Adult Institution, including the Wisconsin Correctional Center System, which uses physicians who are not covered by this master agreement.

3) Physicians will rotate call. All on call selections by physicians will be completed prior to December 15th, for the first six months of the year and June 15 for the remaining six (6) months.

4) Physicians who are on call will be required to carry a pager, telephone calling card, and cellular phone for contact, which will be provided by the Department for business use only.

5) Physicians will not be expected to be at their worksite when on call or to report to various institutions or centers when on call.

6) Physicians will keep notes of their phone calls in a format which can be added to a medical record of an inmate. They will enter such notes on the appropriate Bureau medical record form(s), signed and dated and have the form(s) faxed to the institutions where the inmate resides on their next day of work.

7) The institution physician will review all records of calls to the on call physician from his/her institution the next day they are at work and assess the patient and/or modify orders as needed.

8) If physicians wish to switch on call assignments, notification by a memo signed by both parties, on forms provided by the employer, must be submitted to the Bureau Medical Director in Central Office two weeks prior to the requested switch. A switch may not take place until initialed by the Medical Director in Central Office to indicate receipt.

9) If an emergency arises and the assigned physician can not take call, the on call physician will be responsible for notifying the Medical Director by phone immediately. If the Medical Director is not available, a call must be made to the Bureau Director. The Directors will determine on call assignment for the period of time the assigned physician is unavailable. If an on call physician is not assigned, units will be contacted as to unavailability of the on call physician by one of the Directors.

Physicians will not be assigned call during their approved leave time.

10) The physician on call will be listed on the Central Office Itinerary sent each week to all units.

11) Under no circumstances, shall a physician be called by anyone other than the registered nurse on duty or on call or a Health Service Unit manager or DAI Administrators.

12) The registered nurse on duty or on call will be responsible for keeping accurate notes regarding the time the physician was either paged or called.

13) Physicians shall be compensated $14.00 per hour while on call. Hours of on call are 3:00 p.m. to 9:00 a.m. on weekdays (Monday through Friday) and 24 hours each on Saturdays, Sundays and holidays. Hourly rate will be the same for weekends and holidays.

14) It is expected that the on call physician will be available by pager and telephone during their assignment. A good faith reasonable effort to call back shall be made within 15 minutes of the time that the physician receives the call.

MEMORANDUM OF UNDERSTANDING #4

PROTECTIVE OCCUPATION STATUS

2007-2009 AGREEMENT

During the 2007-2009 negotiations, the parties held discussions regarding Assembly Bill 354 relating to classifying members of the Parole Commission and state employees who are employed at a state correctional institution, juvenile correctional facility, the mental health institutes at Mendota and Winnebago, the Wisconsin Resource Center, and any secure mental health unit or facility for sexually violent persons as protective occupation participants under the Wisconsin Retirement System.

The parties agreed that if AB 354 or another such bill is passed into law, matching sick leave credits under 12/4/5 of this Agreement will be calculated for affected employees in accordance with the amounts granted for employees with protective occupation status as reflected in Appendix E. Calculation of matching sick leave credits will be prorated based on years of adjusted continuous service while in general or protective occupation status.

This MOU will expire on June 30, 2009, and will not be extended unless mutually agreed otherwise.

APPENDIX A
TRAVEL GUIDELINES

MEAL CLAIMS:

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

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

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

LODGING

IN-STATE LODGING:

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

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

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

HIGH-COST OUT-OF-STATE LODGING-:

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

AUTOMOBILE TRANSPORTATION

Use of Fleet Vehicles-:

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

Use of Personal Vehicles-:

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

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

Rental Vehicles-:

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

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

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

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

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

AIR TRAVEL-:

Reimbursement for air travel is limited to the lowest appropriate air fare. Lowest appropriate air fare is defined as coach fare which provides for not more than a two (2) hour window from the traveler's preferred departure or arrival time and may require one plane transfer. Reimbursement at a rate other than the lowest appropriate air fare must be approved by the agency head or designee in the form of a written explanation of the reasonableness of the expense.

Benefits from any airline promotion program, such as frequent flier points or credit vouchers, belong to the State and should be turned over to the agency travel coordinator or fiscal officer.

TAXI AND LIMOUSINE-:

Reasonable charges for taxis and airline shuttles, including taxi tips at a maximum rate of 15% of the charge as provided in s. 20.016(9)(d)2., Wis. Stat., are reimbursable when other modes of travel are not available or practical. However, limousine shuttle service (usually less expensive or free) should be utilized in place of a taxi whenever possible. Unless properly justified, claims for taxi service to and from the airport should be limited to the rate for the shuttle service. Receipts are required for one-way fares exceeding $25.

TRAVEL BY TRAIN, BUS OR PRIVATE PLANE-:

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

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

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

MISCELLANEOUS ALLOWABLE EXPENSES

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

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

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

Necessary gratuities to hotel employees are reimbursable up to two dollar ($2.00) on the day of arrival, two dollars ($2.00) on the day of departure and two dollars ($2.00) per each night of stay.

Porterage costs at airports or bus terminals shall be reimbursed. The claim must be fully explained on the travel voucher and should not exceed one dollar ($1.00) per piece of luggage.

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

Bottled Water Reimbursement for International Travel: Reimbursement will be made for purchased bottled water. Employees are limited to reimbursement of up to $7.50 per day, representing approximately 5 liters of bottled water per day at a reimbursement rate of $1.50 per liter, when in international travel status (outside the contiguous U.S.). The total daily bottled water reimbursement cannot exceed $7.50.

EXPENSES FOR REASONABLE ACCOMMODATIONS

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

MAXIMUM REIMBURSEMENT RATES

LODGING IN-STATE: Lodging rates for Milwaukee, Racine and Waukesha shall be $72 per night and $62 per night for all other counties, excluding sales and/or room taxes.

LODGING HIGH-COST OUT-OF-STATE CITIES: Refer to OSER Bulletin on High-Cost City Lodging Rates or contact your agency travel coordinator and/or fiscal officer.

MEALS

In-State:

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

Out-Of-State:

Breakfast	$10.00
Lunch	$10.00
Dinner	$20.00

MILEAGE

Personal Vehicle: $~~0.425~~0.465 per mile when a fleet vehicle is not available and employee obtains a nonavailability slip **OR** at a rate determined by DOA when an employee prefers to use a personal vehicle.

Handicapped: $~~0.60~~0.64 per mile when State van is not available **OR**

Equipped Van: $~~0.55~~0.59 per mile when State van is available and employee uses personal van.

Motorcycle: $~~0.212~~0.285 per mile

Private Airplane: $~~0.425~~0.465 per mile

EXPENSES NOT REIMBURSABLE*

-- Alcoholic Beverages

-- Spouse or family members' travel costs

-- Cancellation charges (unless fully justified)

-- Lost/stolen cash or personal property

-- Personal items, e.g., toiletries, luggage, clothing, etc.

-- Traffic citations, parking tickets and other fines

-- Excessive mileage charges incurred for personal reasons, e.g., sightseeing, side trips, etc.

-- Parking costs at the assigned workplace

-- Repairs, towing service, etc., for personal vehicle

-- Additional charges for late checkout

-- Taxi fares to and from restaurants

-- Meals included in the cost of registration fees or air fare

-- Flight insurance

-- Pay for view movies in motel room; personal entertainment

-- Child care costs and kennel costs

This list is not all inclusive.

APPENDIX B

PATIENT TREATMENT PAY SCHEDULE

FY ~~2005~~-2007-2009

EFFECTIVE THE FIRST DAY OF THE PAY PERIOD FOLLOWING

THE EFFECTIVE DATE OF THE AGREEMENT THROUGH ~~JUNE 24, 2006~~July 5, 2008

		~~Official Hourly Basis~~				~~Monthly Basis*~~			~~Annual Basis~~		
	~~Pay Range~~	~~Minimum~~	~~Appt Max~~	~~Maximum~~	~~WRPS~~	~~Min~~	~~Appt Max~~	~~Max~~	~~Min~~	~~Appt Max~~	~~Max~~
~~49~~	~~10-49 (Optometrist)~~	~~54.240~~	~~70.512~~	~~86.784~~	~~1.627~~	~~9,437.76~~	~~12,269.09~~	~~15,100.42~~	~~113,253.12~~	~~147,229.06~~	~~181,204.99~~
~~50~~	~~10-50 (Dentist)~~	~~59.160~~	~~72.972~~	~~86.784~~	~~1.775~~	~~10,293.84~~	~~12,697.13~~	~~15,100.42~~	~~123,526.08~~	~~152,365.54~~	~~181,204.99~~
~~51~~	~~10-51 (Physician)~~	~~59.241~~	~~77.014~~	~~94.786~~	~~1.777~~	~~10,307.94~~	~~13,400.35~~	~~16,492.76~~	~~123,695.21~~	~~160,804.19~~	~~197,913.17~~
~~52~~	~~10-52 (Psychiatrist)~~	~~64.626~~	~~84.014~~	~~103.401~~	~~1.939~~	~~11,244.93~~	~~14,618.35~~	~~17,991.77~~	~~134,939.09~~	~~175,420.19~~	~~215,901.29~~

		Official Hourly Basis				Monthly Basis*			Annual Basis*		
	Pay Range	Minimum	Appt Max	Maximum	WRPS	Minimum	Appt Max	Maximum	Minimum	Appt Max	Max
49	10-49 (Optometrist)	57.702	75.013	92.323	1.731	10,040.15	13,052.18	16,064.20	120,481.78	156,626.10	192,770.42
50	10-50 (Dentist)	62.937	77.630	92.323	1.888	10,951.04	13,507.62	16,064.20	131,412.46	162,091.44	192,770.42
51	10-51 (Physician)	63.022	81.929	100.836	1.891	10,965.83	14,255.65	17,545.46	131,589.94	171,067.75	210,545.57
52	10-52 (Psychiatrist)	68.752	89.377	110.001	2.063	11,962.85	15,551.51	19,140.17	143,554.18	186,618.13	229,682.09

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

APPENDIX C

PATIENT TREATMENT PAY SCHEDULE

FY ~~2005~~-2007-2009

EFFECTIVE ~~JUNE 25, 2006~~July 2, 2008 THROUGH ~~MARCH 31, 2007~~June 6, 2009

		~~Official Hourly Basis~~				~~Monthly Basis*~~			~~Annual Basis~~		
	~~Pay Range~~	~~Min~~	~~Appt Max~~	~~Max~~	~~WRPS~~	~~Min~~	~~Appt Max~~	~~Max~~	~~Min~~	~~Appt Max~~	~~Max~~
~~49~~	~~10-49 (Optometrist)~~	~~55.325~~	~~71.923~~	~~88.520~~	~~1.660~~	~~9,626.55~~	~~12,514.52~~	~~15,402.48~~	~~115,518.60~~	~~150,174.18~~	~~184,829.76~~
~~50~~	~~10-50 (Dentist)~~	~~60.344~~	~~74.432~~	~~88.520~~	~~1.810~~	~~10,499.86~~	~~12,951.17~~	~~15,402.48~~	~~125,998.27~~	~~155,414.02~~	~~184,829.76~~
~~51~~	~~10-51 (Physician)~~	~~60.426~~	~~78.554~~	~~96.682~~	~~1.813~~	~~10,514.13~~	~~13,668.40~~	~~16,822.67~~	~~126,169.49~~	~~164,020.75~~	~~201,872.02~~
~~52~~	~~10-52 (Psychiatrist)~~	~~65.919~~	~~85.695~~	~~105.470~~	~~1.978~~	~~11,469.91~~	~~14,910.85~~	~~18,351.78~~	~~137,638.87~~	~~178,930.12~~	~~220,221.36~~

		Official Hourly Basis				Monthly Basis*			Annual Basis*		
	Pay Range	Minimum	Appt Max	Maximum	WRPS	Minimum	Appt Max	Maximum	Minimum	Appt Max	Max
49	10-49 (Optometrist)	58.280	75.764	93.247	1.748	10,140.72	13,182.85	16,224.98	121,688.64	158,194.19	194,699.74
50	10-50 (Dentist)	63.567	78.407	93.247	1.907	11,060.66	13,642.82	16,224.98	132,727.90	163,713.82	194,699.74
51	10-51 (Physician)	63.653	82.749	101.845	1.910	11,075.63	14,398.33	17,721.03	132,907.46	172,779.91	212,652.36
52	10-52 (Psychiatrist)	69.440	90.271	111.102	2.083	12,082.56	15,707.15	19,331.75	144,990.72	188,485.85	231,980.98

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

APPENDIX D

PATIENT TREATMENT PAY SCHEDULE

FY ~~2005~~-2007-2009

EFFECTIVE ~~APRIL 1, 2007~~June 7, 2009 THROUGH JUNE 30, ~~2007~~2009

		~~Official Hourly Basis~~				~~Monthly Basis*~~			~~Annual Basis~~		
	~~Pay Range~~	~~Min~~	~~Appt Max~~	~~Max~~	~~WRPS~~	~~Minimum~~	~~Appt Max~~	~~Max~~	~~Min~~	~~Appt Max~~	~~Max~~
~~49~~	~~10-49 (Optometrist)~~	~~56.570~~	~~73.541~~	~~90.512~~	~~1.697~~	~~9,843.18~~	~~12,796.13~~	~~15,749.09~~	~~118,118.16~~	~~153,553.61~~	~~188,989.06~~
~~50~~	~~10-50 (Dentist)~~	~~61.702~~	~~76.107~~	~~90.512~~	~~1.851~~	~~10,736.15~~	~~13,242.62~~	~~15,749.09~~	~~128,833.78~~	~~158,911.42~~	~~188,989.06~~
~~51~~	~~10-51 (Physician)~~	~~61.786~~	~~80.322~~	~~98.858~~	~~1.854~~	~~10,750.77~~	~~13,976.03~~	~~17,201.29~~	~~129,009.17~~	~~167,712.34~~	~~206,415.50~~
~~52~~	~~10-52 (Psychiatrist)~~	~~67.403~~	~~87.624~~	~~107.844~~	~~2.022~~	~~11,728.13~~	~~15,246.49~~	~~18,764.86~~	~~140,737.46~~	~~182,957.87~~	~~225,178.27~~

		Official Hourly Basis				Monthly Basis*			Annual Basis		
	Pay Range	Min	Appt Max	Max	WRPS	Minimum	Appt Max	Max	Min	Appt Max	Max
49	10-49 (Optometrist)	59.446	77.279	95.112	1.783	10,343.61	13,446.55	16,549.49	124,123.25	161,358.55	198,593.86
50	10-50 (Dentist)	64.839	79.976	95.112	1.945	11,281.99	13,915.74	16,549.49	135,383.83	166,988.84	198,593.86
51	10-51 (Physician)	64.927	84.405	103.882	1.948	11,297.30	14,686.38	18,075.47	135,567.58	176,236.60	216,905.62
52	10-52 (Psychiatrist)	70.829	92.077	113.325	2.125	12,324.25	16,021.40	19,718.55	147,890.95	192,256.78	236,622.60

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

APPENDIX E

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 F

Patient Treatment

Broadband Pay System

Section 1 Coverage

The provisions of this Appendix apply to permanent employees in positions allocated to classifications assigned to pay schedule 10.

Section 2 Definitions

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

A. "Appointment Maximum" means the maximum base hourly rate an employee may be granted when appointed to a position assigned to that "appointment maximum," except as otherwise provided under Section 3, D. and E., below. The "appointment maximum" is not the maximum of the pay range. See also "Temporary Appointment Maximum."

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

C. "Temporary Appointment Maximum" means an appointment maximum which is established temporarily for a specific position due to special market needs. Except as otherwise provided in Section 3, D. and E., below, the "temporary appointment maximum" is the maximum base hourly rate an employee may be granted when appointed to the specific position for which the "temporary appointment maximum" is approved. Once the position for which the "temporary appointment maximum" has been approved is filled, the "temporary appointment maximum" expires.

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

D. "Within Range Pay Step" means an amount equal to three percent (3%) of the minimum of the applicable pay range.

Section 3 Transaction Pay Adjustments

A. Determining Pay Adjustments for Personnel Transactions

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

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

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

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

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

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

D. Pay on Appointment

1. Pay on appointment provisions apply to the following transactions:

   a. Original appointment;

   b. Promotion;

   c. Voluntary transfer.

2. Except as provided in 3., below, an employee's base pay may be set at any rate which is not less than the minimum of the applicable pay range and not greater than the applicable appointment maximum.

3. An employee's base pay may be set, at the discretion of the appointing authority, in accordance with either of the following: (a) The minimum of the pay range through its applicable appointment maximum or (b) The minimum of the pay range through a rate equal to the employee's current base pay rate plus (4) within range pay steps, subject to the pay range maximum.

E. Pay on Promotion

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

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

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

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

F. Pay on Voluntary Transfer

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

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

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

2. Employees who voluntarily transfer to a position in a classification assigned to a higher appointment maximum or higher classification series level within the same pay range will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the new appointment maximum. This increase will not be required more than once in a five-year period.

G. Pay on Involuntary Transfer

1. The appointing authority may use the pay on appointment flexibility provided for voluntary transfers to set pay rates for employees who are involuntarily transferred, with the following limitations:

a. Employees who are involuntarily transferred shall be paid at least the present rate of pay unless (1) or (2), below, apply. If the present rate of pay exceeds the new pay range maximum, it shall be red circled.

(1) the transfer is for disciplinary purposes; or

(2) the transfer is for performance reasons and the new position is assigned to a lower appointment maximum or lower classification series level within the same pay range.

b. Employees who are involuntarily transferred, for other than disciplinary purposes, to a position in a classification assigned to a higher appointment maximum or higher classification series level within the same pay range, will receive an increase of not less than eight percent (8%) of the pay range minimum, subject to the new appointment maximum. This increase will not be required more than once in a five-year period.

H. Pay on Reinstatement or Restoration

Pay on reinstatement or restoration will be set in accordance with s. ER 29.03(6) or (7), Wis. Admin. Code, respectively, with the following exception. If the appointment maximum corresponding to the position to which the employee is reinstating or restoring is greater than the last rate received plus intervening adjustments, as determined under the applicable section of ch. ER 29, Wis. Admin. Code, the appointing authority may set the employee's pay at a rate not to exceed the appointment maximum. Refer to Section 4/H. for the treatment of Discretionary Compensation Adjustments when determining an employee's pay on reinstatement or restoration.

I. Pay on Reclassification and Reallocation

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

2. Regraded employees whose positions are reclassified or reallocated to a classification assigned to a higher appointment maximum or higher classification series level within the same pay range will receive an increase in the amount of eight percent (8%) of the pay range minimum, subject to the new appointment maximum. This increase will not be required more than once in a five-year period.

Section 4 Discretionary Compensation Adjustment

A. Granting of Adjustments. Discretionary Compensation Adjustments (DCAs) will be granted at the sole discretion of the appointing authority pursuant to any applicable OSER delegation policies.

B. Concept. The DCA is intended to provide the appointing authority with the discretion to provide economic recognition for significant and permanent changes in job duties, increased competencies, or to address pay equity or retention needs.

C. Amount.

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

2. An employee may receive more than one DCA during the fiscal year, however, the total amount granted in the form of DCAs in the fiscal year may not exceed an amount equal to four (4) within range pay steps, except as provided in 3., below. The DCA four (4) within range pay step limit per fiscal year per employee includes DCAs granted by one agency or by multiple agencies. For the purpose of applying the four (4) within-range step limitation, lump sum Discretionary Compensation amounts will convert to base pay equivalents as follows: the lump sum Discretionary Compensation amount, divided by 2088, equals the base pay equivalent.

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

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

E. Agency Criteria. Agencies must develop criteria which will be used to grant DCAs prior to award of any DCAs. The criteria must be developed and applied in a non-discriminatory manner. No agency or university campus may award DCAs until its criteria has been reviewed and approved by OSER. A copy of each agency's criteria will be provided to covered employees in that agency.

F. Reporting Requirements. Agencies that grant DCAs will provide reports as required by OSER. These reports will include: the names and classifications of recipients, effective date of each award, the amount granted, and the reason for granting the award. Additional information may be required at the discretion of the OSER Director.

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

H. DCAs will not be considered an intervening adjustment for purposes of determining an

employee’s pay on reinstatement or restoration.

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