

**AGREEMENT**

**BETWEEN**

**THE STATE OF WISCONSIN**

**and**

**WISCONSIN PROFESSIONAL  
EMPLOYEES COUNCIL**

**AFT WISCONSIN**

**AMERICAN FEDERATION OF TEACHERS**

**AFL-CIO**

**July 22, 2006 - June 30, 2007**

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# ARTICLE I

## NATURE AND SCOPE OF AGREEMENT

### Section 1 Agreement

**1/1/1** This Agreement made and entered into this twenty-second day of July, 2006, 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 Professional Employees Council, Local 4848, AFT Wisconsin, AFT, 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.

### Section 2 Purpose of Agreement

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

**1/2/2** The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the Employer-employee relationship which exists between them relative to the subjects of bargaining.

### Section 3 Scope of the Agreement

**1/3/1** This Agreement relates only to classified professional employees of the State of Wisconsin in the Professional Fiscal and Staff Services collective bargaining unit identified in s. 111.825(1)(f)1., Wis. Stats. To be included under this Agreement, employees must be considered within the fiscal and staff services occupational grouping as determined by the Wisconsin Employment Relations Commission and must conform to the definition of "professional", defined as:

A. Any employee in the classified services engaged in work:

1. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;

2. Involving the consistent exercise of discretion and judgment in its performance;

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

4. Requiring knowledge of an advanced type in the field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical processes; or

B. Any employee who:

1. Has completed the courses of specialized intellectual instruction and study described in paragraph A./4., and

2. Is performing related work under the supervision of a professional person to qualify the employee to become a professional employee as defined in A., above.

## **ARTICLE II**

### **RECOGNITION AND UNION SECURITY**

#### **Section 1            Bargaining Unit**

**2/1/1**    The Employer recognizes the Union as the exclusive collective bargaining agent for all employees, as listed in Appendix I.

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

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

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

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

**A.            Dues Deduction:**

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

**2/2/2**    Such orders shall be effective only as to membership dues and additional deduction becoming due after the date of delivery of such authorization to the payroll office of the 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.

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

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

**B. Fair Share Deduction:**

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

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

**C. Maintenance of Membership Deduction:**

**2/2/7** Where a maintenance of membership agreement is authorized in a referendum certified by the Wisconsin Employment Relations Commission, the Employer agrees to deduct the amount of dues or proportionate share of the cost of the collective bargaining process and contract administration, as certified by the Union, from the earnings of all affected employees in the bargaining unit. The Employer will be obligated to deduct only a single uniform amount as maintenance of membership for all employees. Deductions 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:**

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

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

**E. Indemnification:**

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

**F. Administrative Errors:**

**2/2/11** The Employer’s obligation for the correction of administrative errors made by it will be limited to an appropriate adjustment in the affected employee’s pay within two (2) pay periods 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 on any lists or certifications provided to it by the Union beyond a prospective correction of the error itself within a reasonable period after the error has been brought to the Employer’s attention.

**Section 3 Personnel Lists**

**2/3/1** The Employer will furnish the Union on a biweekly basis an alphabetical list of active employees (in pay status) in the bargaining unit. The list will show the name, mailing address, work address, department code, class code, current hourly base pay rate and seniority date for each employee and will include the same information for project appointees in project positions occupying classifications assigned to this bargaining unit. Each list shall identify those employees who are in

pay status for the first time (new) and also identify those employees who were in pay status during the previous biweekly period but are not in pay status on the current list (term). A notation will also be included on the list if any information regarding an employee changed from the previous pay period. These lists shall be sent via inter-departmental mail to the designated Union representative. Upon request of the Union, the Employer will furnish these lists in computer readable form.

2/3/2 When new employees are hired into Wisconsin Professional Employees Council represented positions the Union will be sent a copy of the appointment letters. This provision shall sunset on June 30, 2007.

2/3/3 Notwithstanding the provisions of ss. 19.31-19.36, Wis. Stats., the Employer will not release any information relating to the names, addresses, social security numbers, home addresses, home telephone numbers, or other information protected by ss. 19.31-19.36 and 230.13, Wis. Stats., or any federal laws, of employees covered by this Agreement, to any individual, entity, or any labor organization(s) except for WPEC, unless required to do so by the Wisconsin Employment Relations Commission, or a court of law. The Employer will notify the employee and Union at least ten (10) days prior to any information being released under this Section.

**Section 4            Union Activity**

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

2/4/2 The Union membership Secretary and the Union Treasurer will be permitted a combined total of up to four (4) hours per pay period without loss of pay during their regularly scheduled hours of work to resolve discrepancies and administrative errors in the personnel list data furnished under 2/3/1 and administrative errors with dues under Article II, Section 2.

2/4/3 The Union shall be furnished a copy of the agenda of the regularly scheduled meetings of the State Payroll Council. Upon the union's request, the union membership secretary and/or the union treasurer may be permitted to attend any open session of the State Payroll Council without loss of pay in order to offer suggestions or seek help in resolving system-wide administrative errors related to discrepancies and administrative errors under Article II, Sections 2 and 3. Participation as part of the agenda is subject to the approval of the State Payroll Council Chairperson.

## **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 and E-Mail Use**

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

**2/6/2**    Local Union officers and stewards may use their existing state assigned e-mail for conducting Union business only as authorized under the Agreement and provided that such use does not interfere with or disrupt normal business operations. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. In addition, employees may use e-mail to communicate with a Union representative(s) and the Employer regarding disciplinary or grievance-related issues. This provision does not obligate the Employer to expand e-mail access nor limit agencies from developing or modifying their own policies and procedures for e-mail use. This provision shall expire with the expiration of the 2005-2007 Agreement, unless the parties mutually agree to extend.

## **Section 7            Printing of Agreement**

**2/7/1**    The Employer shall be responsible for the printing of this Agreement. The Employer and the Union shall agree on the printer and the cost of printing this Agreement. The Employer shall provide the Union an opportunity to proof this

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

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

**2/7/3** The Employer agrees that, as soon as administratively feasible after the printing of the Agreement, a complete copy of the Agreement will be posted on the Employer's website.

## **Section 8            Bulletin Boards**

**2/8/1** The Employer will either provide space on existing management bulletin boards at office buildings, laboratories or other stations, where six (6) or more Professional Fiscal and Staff Services 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 four (4) 8 1/2 inch x 11 inch sheets of paper. Additional bulletin board space or separate bulletin board(s) shall be provided as mutually agreed pursuant to 2/10/2 (Union-Management Meetings-Department). Both the Union and the Employer may use such space to post notices pertaining to the bargaining unit. An appropriate Union member shall be responsible for posting notices and maintaining the bulletin board space. Items posted shall relate to matters listed below:

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

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

**Section 9                    Distribution of Notices**

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

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

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

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

**Section 10                    Union-Management Meetings**

**2/10/1** Statewide: As mutually agreed, a designated representative(s) of the Office of State Employment Relations will meet with a designated Union Representative(s). Discussion at these meetings shall include, but shall not be limited to, administration of this Agreement.

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

**Section 11            Conventions**

**2/11/1** Once annually no more than one hundred and thirty (130) employees who are duly credentialed delegates or alternates to the AFT Wisconsin annual convention shall be granted time off without pay not to exceed two (2) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

**2/11/2** Once annually no more than ten (10) employees who are duly credentialed delegates or alternates to the Wisconsin State AFL-CIO Convention shall be granted time off without pay not to exceed four (4) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

**2/11/3** Once annually no more than fifteen (15) employees who are duly credentialed delegates or alternates to the American Federation of Teachers Annual Convention shall be granted time off without pay not to exceed five (5) days to attend said convention, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention.

**2/11/4** Once during the term of this Agreement no more than ten (10) employees who are duly credentialed delegates or alternates to the AFL-CIO Legislative Conference shall be granted time off without pay not to exceed two (2) days to attend said conference, provided the staffing and scheduling requirements permit an employee's absence. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

**2/11/5** Once during the term of this Agreement no more than twenty (20) employees who are duly credentialed delegates or alternates 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 employees must give the employing unit fourteen (14) calendar days advance notice of their attending this conference.

**2/11/6** A. Subject to B., below once annually no more than two hundred and forty (240) employees that are duly credentialed delegates or alternates to the Wisconsin Professional Employees Council 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 are met. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this convention. If the employee is denied permission to attend the conference because of staffing and scheduling requirements, the employee may grieve such denial through the expedited arbitration procedure.

B. Attendees of the WPEC annual convention may substitute two (2) of the unpaid work days, provided under A., above, with professional development time, as provided under Article X, Section 2, of this Agreement if the majority of time on that day(s) of the convention is related to educational programs related to employment with the State of Wisconsin. The Union will provide a copy of the convention agenda to OSER as soon as administratively feasible. The Union and OSER will meet and discuss concerns regarding agenda items.

**2/11/7** The Union shall provide written notice to the Office of State Employment Relations and the agencies of events covered under 2/11/1 through 2/11/6, inclusive, as soon as possible after such events are scheduled. The Union shall also provide notice to the Office of State Employment Relations as soon as possible as to the names of the employees scheduled to attend such events.

**2/11/8** Employees on leave of absence without pay, pursuant to paragraphs 2/11/1 through 2/11/6, above, shall continue to earn vacation and sick leave credits during these leaves of absence without pay.

**2/11/9** 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 seventy-five (75) days leave without pay is granted each year of this Agreement for use by employees designated by the Executive Council of the Union 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 two (2) employees from the same organizational unit at the same job headquarters may be on leave at one time.

D. No leave shall be granted for less than four (4) hours.

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

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

**2/12/3** Annually on July 1<sup>st</sup> a total of two hundred (200) hours without loss of pay shall be granted to the WPEC President for use for the conduct of Union business subject to the following conditions:

A. No leave shall be granted for less than four (4) hours.

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** The Employer shall provide each new employee with an orientation within the first ninety (90) days of his/her employment. The timing, location, and content of the orientation is at the sole discretion of the appointing authority.

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

**2/13/3** In the absence of such group orientation meetings, the Employer agrees to allow, as the Union may elect, either up to thirty (30) minutes for Union orientation of new employee(s) or to distribute to new employees represented by WPEC a packet of informational material furnished to the Employer by the local Union. The time for such non-group Union orientation meetings shall be scheduled by the Employer at least two (2) times per calendar year, and shall be without loss of pay. Each employee will be allowed to attend only one Union orientation session. When involving more than one (1) employee, orientation session(s) will be scheduled in the most cost efficient manner. The Employer retains the right to review the materials and refuse to distribute any political campaign literature or material detrimental to the Employer.

**2/13/4** The Employer will inform the Union in advance of its intention to attend Union orientation. The Employer will not terminate or prohibit any Union orientation until a discussion has been held with the Union representative giving the orientation. Union orientation is an appropriate subject for local negotiations.

**Section 14            Notice of Employing Unit Changes**

**2/14/1** The Employer will provide the Union thirty (30) days advance notice, whenever practicable, 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 and the head of the agency(ies) involved, or their designee(s).

## **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 (on either paper or electronic forms furnished by the Employer to the Union and any prospective grievant) and signed and dated by the employee(s) and/or Union representative. If the designated supervisor refuses to accept the grievance or is unavailable, the grievance may be filed with the next higher level of management where it shall be date stamped.

**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 three steps of the grievance procedure, provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement. Under these circumstances, the Employer will supply copies of all written decisions to that Union representative.

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

**4/1/6**   Grievances which result from claims under Article IX, Section 13, that tasks which have been assigned, and performed, are abnormally dangerous 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, or formal discipline under Article IX, Section 13, or layoff under Article VIII and grievances regarding employee benefits under 12/8/5 or 12/8/6 shall be filed beginning with the third 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 seven (7) calendar days of receipt of the written grievance from the employee(s) or his/her representative(s), the supervisor will hold a meeting with the employee(s) and his/her representative(s), unless mutually agreed to otherwise, to hear the grievance. Within seven (7) calendar days of the Step One meeting, the supervisor will 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 supervisor's decision in Step One, to be considered further, the grievance must be appealed to the designated agency representative within seven (7) calendar days from receipt of the decision in Step One. The appropriate agency representative(s) will meet with the employee(s) and his/her representative(s) within seven (7) calendar days of receipt of the grievance and attempt to resolve the grievance. A written decision will be placed on the grievance form by the appropriate agency representative and returned to the employee(s) and his/her representative(s) within seven (7) calendar days of the Step Two meeting.

**4/2/4 Step Three:** If dissatisfied with the Employer's decision in Step Two, to be considered further, the grievance must be appealed to the designee of the Employer (i.e., Division Administrator, Bureau Director, or personnel office) within seven (7) calendar days from receipt of the decision in Step Two. The employee(s) and his/her representative(s) will meet with the designated agency representative(s) within twenty-one (21) calendar days of the Employer's receipt of the grievance 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 fourteen (14) calendar days of the Step Three meeting.

**4/2/5 Step Four:** 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 Three, except grievances involving 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 Third Step answers

of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated on the Third Step grievance and any amendments made thereon, in writing, at the Third 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.

**4/2/6** 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.

**4/2/7** 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 born by the Union. Where the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, 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.

**4/2/8** 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.

**4/2/9** 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.

**4/2/10** 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. Whenever practicable, stewards shall be notified at least five (5) work days prior to any first, second or third step hearing.

### **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 may designate a total of up to one hundred and fifty (150) stewards as grievance representatives for the bargaining unit. Grievance representatives will be members of the bargaining unit or WFT employees.

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

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

**4/7/4** For purposes of training or mentoring, new or inexperienced union stewards will be permitted a reasonable amount of time without loss of pay to accompany and observe a senior steward during the investigation and processing of one grievance (step 1 through step 3), one investigative interview and one pre-disciplinary (Loudermill) meeting. In addition, a senior steward will be permitted a reasonable amount of time without loss of pay to accompany, observe, and advise a new or inexperienced steward during the investigation and processing of one grievance (step 1 through step 3), one investigative interview and one pre-disciplinary (Loudermill) meeting.

Prior approval from the observing steward's supervisor is required to exercise these provisions. Management will base participation decisions on the proximity of the stewards, work schedules, and staffing levels. The Employer may grant additional steward training as identified in this provision.

Denial of participation under this provision shall not be arbitrary or capricious. Prior to filing a grievance, an attempt to resolve multiple denials shall first be made between the Union and representatives from OSER.

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

## **Section 10          Processing Grievances**

**4/10/1** Grievance representatives and grievants will be permitted a reasonable amount of time to process 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 Third Step of the grievance procedure. Appeals of written reprimands shall be filed at Step One of the grievance procedure.

**4/11/2** An employee shall be entitled to the presence of a designated grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Upon written request from the employee or his/her representative no less than sixty (60) days after the date of the investigatory meeting, the employee and the Union will be notified as to the status of the investigation.

**4/11/3** An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and may not be used as a step in the progressive discipline process.

**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.

**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.

**4/11/7** Except for possible violations of the law, the Employer agrees not to commence a disciplinary investigation based on information obtained from security monitoring system(s) unless the Employer has acquired information independent of the security monitoring system(s).

This section does not supersede provisions of s. 230.86, Wis. Stats.

**Section 12 Exclusion of Probationary Employees**

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

**Section 13 Special Arbitration Procedures**

**4/13/1** In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended in lieu of the procedure in section 4/2/5-10 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in section 4/2/5-10. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

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

**A. Expedited Arbitration Procedure**

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

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

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

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

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

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

7. Representatives of OSER and the Wisconsin Professional Employees Council shall meet and mutually agree on an arbitrator.

## **B. Umpire Arbitration Procedure**

1. The Wisconsin Professional Employees Council and OSER will meet with the Arbitrator no more than once every six (6) months.

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

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

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

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

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

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

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

## **Section 14 Concentrated Performance Evaluation**

**4/14/1** Employees will be placed on a concentrated performance evaluation program (i.e., Performance Improvement Plan/PIP, Concentrated Performance Planning and Development/CPD, Final Performance Improvement Plan/FPIP, Concentrated Performance Evaluation/CPE, etc.) only after the Employer has documented the reasons for such action and with the prior approval of the department head or his/her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice of consequences 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 disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

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

## **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**

### **HOURS OF WORK**

#### **Section 1           General**

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

#### **Section 2           Definitions**

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

**6/2/2** The standard basis of employment for full-time employees is forty (40) hours in a regularly reoccurring period of one hundred and sixty eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods, except that additional hours of work may be required by the Employer.

**6/2/3** Employees will be provided five (5) days notice of changes in work schedules whenever possible.

#### **Section 3           Professional Time**

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

A. the concept of professional time need not be approved on an hour for hour basis for extra work beyond his/her scheduled hours of employment; and

B. the fact that an exempt employee has a degree of job responsibility and flexibility neither assumed nor granted to non-exempt employees; and

C. approval may be for a single occurrence or for the continuing use of professional time, as determined by the supervisor.

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

A. program needs; and

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

**6/3/3** Professional time is a concept that enables supervisors to recognize extra time worked by an employee, either on a regular basis or for a concentrated period of time. Professional time is not recognized or recorded as available leave.

#### **Section 4 Compensatory Time**

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

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

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

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

**6/4/2** Employees assigned to out-of-agency "Incident Command System (ICS)" duty will be paid in cash at the rate of time and one-half for hours worked in excess of their regularly scheduled forty (40) hour work week for out-of-state fire fighting and other ICS disaster relief duty provided the State of Wisconsin is reimbursed by the receiving jurisdiction for the entire amount of the wage payments.

**6/4/3** During a declared emergency under ss. 20.922(2) and 20.901(1)(b), Wis. Stats., employees who are not required to respond to declared emergencies as part of their broader job responsibilities may be temporarily assigned to perform duties which are not normally performed or which are not described in the employee's position description. When such assignments result in overtime hours which are directly attributable to the declared emergency, the employee will receive the premium rate or will be credited with compensatory time, or will receive a combination of both, at the discretion of the Employer, at a rate of 1.5 hours for each overtime hour worked.

#### **Section 5 Work Schedules**

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

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

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

**6/6/1** The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be absent at any given time. However, absences for vacation (annual leave), compensatory time credits, and personal holidays shall be granted at times and in amounts most desired by employees whenever operations permit. Denials of formally submitted leave requests shall be provided to the employee in writing at the employee's request (writing includes e-mail).

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

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

In the event the Employer finds it necessary to cancel a scheduled absence, the affected employee may reschedule such absence during the remainder of the calendar year or extend the scheduling into the first six (6) months of the 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.

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

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

**6/6/5** Notwithstanding 6/6/2 above, employees shall be permitted to carry-over forty (40) hours of earned annual leave credit to the first six (6) months of the ensuing calendar year. The Appointing Authority (or designee) who chooses to exceed forty (40) hours may do so. However, if the Employer does not permit an employee to use carried over accrued annual leave credits by July 1, the denied leave credits shall be carried over into the second six (6) months of the calendar year. Employees who carry over annual leave credits into the second six (6) months of the calendar year shall use those credits by January 1. Those credits shall not be carried over into the new calendar year.

**6/6/6** 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, time credits will be carried over into the first six (6) months of the new calendar year, unless the employee accepts an Employer offer to pay cash for the accrued time.

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

B. Upon receipt of a written request from the employee by no later than June 1, the employee may, at the Employer's discretion, be permitted to carry such credits into the second six (6) months of the calendar year. Employees permitted to carry unused compensatory time credits into the second six (6) months of the calendar year shall use such credits prior to January 1. If the Employer does not permit employees to use these credits prior to January 1, the Employer will pay the unused credits in cash. These credits shall not be carried into the new calendar year.

**6/6/8** All such compensatory time credits shall be scheduled in accordance with the scheduling provisions of Sections 6/6/1 and 6/6/2 above, except accumulations in excess of eighty (80) hours may be scheduled off at the Employer's convenience.

**Section 7 Night Differential**

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

**Section 8 Weekend Differential**

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

**Section 9 Standby**

**6/9/1** When the Employer requires that an employee must be available for work and be able to report in less than one (1) hour, the employee shall be compensated on the basis of a fee of twenty dollars (\$20.00) for each eight (8) hour period or portion thereof for which the employee is in standby status.

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

**6/9/3** When an employee is on standby or on call, the Employer shall specify the time period within which the employee shall report, if called.

**6/9/4** The Employer will make reasonable efforts to distribute the stand-by duties among all qualified employees.

**Section 10 Call-Back Pay**

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

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

**Section 11 Alternative Work Patterns**

**6/11/1** Alternative work patterns include flexible time, non-standard work week employment, part-time employment, job sharing and other patterns that may be developed.

**6/11/2** The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementing of alternative work patterns in appropriate work environments. The Employer agrees that reasonable efforts will be made to implement alternative work patterns in appropriate work environments. Implementation of alternative work patterns shall be by mutual agreement between the Employer and the Union. Employer denials of requests for an alternative work schedule under this Section will not be arbitrary or capricious and shall be provided (in writing when the request is in writing) within thirty (30) days of the request. Denials are grievable under Article IV, Section 13, of this Agreement, Special Arbitration Procedures.

**Section 12 Travel Time**

**6/12/1** When the Employer assigns an employee to travel to an alternative work site(s), the employee is in pay status while traveling if the distance traveled is eighteen (18) miles or greater from the assigned headquarters.

**6/12/2** For purposes of the above paragraph, the following definitions apply:

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

Alternative work site means any location designated by the Employer other than a conference or training site or the employee's assigned headquarters at which the employee performs his/her assigned duties.

**6/12/3** Employees who choose to commute rather than stay overnight, when authorized, shall do so on their own time.

**6/12/4** When employees travel to training sites or conference sites and are not in pay status, during such traveling, they may be granted compensatory or professional time for such travel at the discretion of the Employer.

### **Section 13 Overtime**

**6/13/1** The Employer agrees to compensate employees who are in positions determined to be FLSA non-exempt at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours worked which are in excess of forty (40) hours per week.

**6/13/2** The Employer agrees to compensate employees in the Department of Justice and the Department of Revenue who have protective occupation status at the premium rate of time and one half, cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week, provided that the extra hours were directed and approved by the employee's supervisor.

### **Section 14 Telecommuting**

**6/14/1** The parties recognize the value and benefits of telecommuting. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementation of telecommuting in appropriate work environments as determined by the Employer. Employer denials of requests for telecommuting shall be provided in writing within 90 days of the request. The parties agree that the topic of telecommuting is appropriate for discussion at Union-Management meetings under Article 2/10/2 of this Agreement. The Union will be provided an opportunity to meet with and discuss agency telecommuting policies prior to implementation.

## **ARTICLE VII**

### **TRANSFERS**

#### **Section 1           Transfer Notification**

**7/1/1** An employee who has permanent status in the employee's current classification and desires to transfer within the employee's classification and agency or university campus shall file a written request as prescribed by the agency or the university campus with the appropriate personnel office indicating that interest. If an agency or university campus chooses not to use the transfer register, the agency or university campus will announce the permanent vacancy for a period of five (5) work days within the agency or university campus. Employees who apply and who are within the same classification as the vacancy will be considered in accordance with Section 2 of this Article.

**7/1/2** The method for notifying employees of transfer opportunities chosen by the agency or university campus shall be for the duration of this Agreement. Each agency or university campus shall notify the Wisconsin Professional Employees Council of the notification method to be used. This process shall be in place until and unless superseded by the procedures developed in Memorandum of Understanding #1. In no event shall the posting period be less than the five (5) work days specified in 7/1/1, above.

#### **Section 2           Screening Process**

**7/2/1** When a permanent vacancy occurs, as defined in Section 4 of this Article, and the Employer decides to fill that vacancy, the Employer shall review those requests on file, or received as a result of posting, from any employee in the same agency or university campus who is in the same classification as the vacancy and has 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 Employer determines the duties are substantially different, the Employer will announce the vacancy in the agency or university campus in which the vacancy exists. Also, when a permanent vacancy is created and involves a different geographic location, 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 agency or university campus in which the vacancy exists. The announcement distribution shall be in the same manner as for agency or university campus 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** When the Employer conducts transfer interviews, necessary and reasonable time for such interviews within the headquarters city, same agency, and same classification shall be without loss of pay. The provisions of this Section represent the minimum standards. The Employer may choose to exceed these standards.

**7/2/4** In making a selection, the Employer shall take into consideration job requirements, experience, ability, including special qualifications, and seniority. If the Employer determines that two (2) or more employees are equally qualified, seniority shall govern.

**7/2/5** In addition, the Employer will review those requests on file from any employees in the bargaining unit in the agency or university campus who are in the same pay range as the vacancy.

**7/2/6** Any employee who is selected shall have three (3) workdays to decline the offer. Any employee who is selected for transfer requiring a change of headquarters location shall have five (5) workdays to decline the offer.

**7/2/7** When a permanent vacancy occurs and there are no employees with restoration rights under Article VIII, the order of consideration will be as follows:

- A. Transfer within the agency or university campus under 7/1/1
- B. Other transfers under 7/2/5
- C. Fill the vacancy in accordance with state statutes

Nothing in the above sequence prevents the Employer from recruiting to fill a vacancy in accordance with state statutes while transfers are being considered.

**7/2/8** An employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract.

### **Section 3 Non-Selection**

**7/3/1** A. An interested employee who is not selected for transfer under section 7/2/1 shall receive notice from the Employer of his/her non-selection. Upon receipt of a written request from the employee, the Employer shall provide that employee with the written reason(s) for non-selection.

B. For purposes of this section, an “interested” employee is defined as an employee who has submitted his/her name for consideration on a register or as a result of posting, as provided under 7/2/1. Further, “interested” employees are those expressing interest in a position upon initial contact by the agency or university campus.

**7/3/2** An employee in the same classification and in the same agency or university campus as the vacancy, who requested a transfer but was not selected, may file a grievance under this Article only if no WPEC-represented employee is selected. The grievance standard that must be met is arbitrary and capricious.

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

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

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

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

## **Section 5            Limitations**

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

**7/5/2**    Employees may not transfer under the provisions of Section 1 of this Article more often than once every twelve (12) months. This restriction shall be waived for any employee who has transferred into a position while in at-risk or layoff status or whose position is subsequently put at risk.

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

## **Section 6            Permissive Probation**

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

## **Section 7            Unsuccessful Transfers**

**7/7/1**    An employee who transferred within or between agencies and was placed on a permissive probationary period and is failing or has failed the probation for performance reasons and desires to return to his/her former agency, will have the right to return to the original position if available or if not available, to a vacant position of like nature, if qualified, in the former employing unit or agency. If no vacancies exist, the provisions of Article VIII-Layoff Procedure will be invoked.

**7/7/2**    An employee who transferred within or between agencies and desires to return to his/her former agency or position will have the above options if the employee and former employer mutually agree. Restoration rights of an employee under this section shall not supersede any rights provided to other bargaining unit employees under Article VIII of this agreement.

**Section 8            Voluntary Demotion**

**7/8/1** For purposes of this Article, Voluntary Demotion is the movement of an employee to a vacant permanent position in a class in a lower pay range in which the employee had never attained permanent status in class. With the approval of the Employer, the employee may voluntarily demote, consistent with the provisions of the Wisconsin Administrative Code, to a vacant position for which he/she is qualified. Upon written request, the Employer will inform the employee in writing of the reason(s) for the denial of his/her request for a voluntary demotion.

## ARTICLE VIII

### LAYOFF PROCEDURE

#### Section 1 Application of Layoff

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

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

B. Seasonal layoff of seasonal employees; and/or

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

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

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

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

**8/1/4** The Employer will notify employees in writing as soon as administratively feasible after the Employer has determined that the employees are at risk of layoff. A copy of the at risk notification will be forwarded to the Union.

**8/1/5** 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 to any classified position within an agency for which the employee is qualified to perform the work after being given the customary orientation provided to newly hired workers in that position. 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. If not selected, an employee may contact the hiring supervisor for a written explanation of why he/she was not selected and the supervisor shall provide such written explanation within five (5) working days if practicable.

**8/1/6** For the purposes of this Article, an agency includes the university system and campuses, exclusive of the UW Hospital and Clinics. Each university campus and its employing units (if any) shall be considered a separate agency for the purposes of administering this chapter.

## **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, project appointment 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 terminated prior to laying off bargaining unit employees.

F. The Wisconsin Professional Employees Council shall be notified of employees who have received written notice of being at risk of layoff within five (5) working days or as soon as practicable after the notice has been given to the employee.

**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 the options or 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. Between the notification of layoff and the effective date of the layoff, the Employer will notify the employee if additional options under section 3, A-C become available.

D. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee with the guarantee that the Employer will not challenge the more senior employee's eligibility for unemployment compensation, unless that employee, at a later point in time, refuses a reasonable offer of re-employment. An employee who is separated under this type of voluntary termination agreement is granted all rights and privileges of a laid off employee including restoration rights, reinstatement privileges and other such benefits as may be granted to laid off employees. An employee granted voluntary termination in lieu of layoff of another employee is not granted privileges associated with options available to employees in lieu of layoff as provided under Section 3 of this Article.

8/2/3 An employee may consult with his/her appropriate union representative during working hours for a reasonable period of time relative to layoff or at-risk matters by first contacting his/her supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her union representative through the representative's supervisor.

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

**8/3/1** Within seven (7) calendar days of notification of layoff, the employee shall elect to demote in lieu of layoff, bump, request a transfer, or be separated in accordance with the layoff notice.

A. Transfer Within the Agency in Lieu of Layoff

Employees in the layoff group shall have the following transfer in lieu of layoff rights in direct order of seniority, with the most senior employee considered first:

1. Transfer within their employing unit within the bargaining unit: The employee shall have the right to transfer to any vacancy in the same or counterpart pay range for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she cannot perform the work in a satisfactory manner. Upon transfer in lieu of layoff within the employing unit, the employee shall not be required to serve a probationary period but may be required to complete any probationary period in progress.

2. Transfer within the same agency within the bargaining unit: The employee shall have the right to transfer to any vacancy in the same classification for which he/she is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position, unless he/she cannot perform the work in a satisfactory manner. Upon transfer in lieu of layoff within the agency, the employee shall not be required to serve a probationary period but may be required to complete any probationary period in progress.

3. Transfer within the same agency within the bargaining unit: The employee shall have the right to transfer to any vacancy in a classification at the same or counterpart pay range where the employee is qualified to perform the work after customary orientation and training provided to newly hired workers unless he/she cannot perform the work in a satisfactory manner. The employer may place the employee on permissive probation if the employee has never obtained permanent status in class in the classification of the vacancy. If the employee is terminated on probation for performance reasons, the employee shall be treated as if he/she has received a new layoff notice from his/her former position and shall then be granted all rights and privileges provided to employees who have received a layoff notice under this Section.

#### B. Demotion in Lieu of Layoff

The employee shall have the following demotion in lieu of layoff rights in direct order of seniority, with the most senior employee considered first.

1. Demotion within their employing unit within the bargaining unit in lieu of layoff: The employee shall have the right to demote to a vacant position in lieu of layoff to a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status. Upon demotion in lieu of layoff, the employee shall not be required to serve a new probationary period but may be required to complete any probationary period in progress.

2. Demotion within their agency within the bargaining unit in lieu of layoff: Within their agency, the employee shall have a right to demote to a vacant position in lieu of layoff to a lower classification in the same series or to a lower classification in which the employee had previously obtained permanent status. Upon demotion in lieu of layoff, the employee shall not be required to serve a new probationary period but may be required to complete any probationary period in progress.

3. Demotion within their agency within the bargaining unit in lieu of layoff: Within their agency, the employee shall have the right to demote to a vacant position in lieu of layoff to a lower classification where the employee is qualified to perform the work after customary orientation and training provided to newly hired workers unless he/she cannot perform the work in a satisfactory manner. The employer may place the employee on permissive probation if the employee has never obtained permanent status in class in the classification of the vacancy. If the employee is terminated on probation for performance reasons, the

employee shall be treated as if he/she has received a new layoff notice from their former position and shall then be granted all rights and privileges provided to employees who have received a layoff notice under this Section.

C. Bumping

The employee shall have the following bumping in lieu of layoff rights in direct order of seniority, with the most senior employee considered first:

1. Bumping within the employing unit within the bargaining unit in lieu of layoff: Within the employing unit, any employee who is in the bargaining unit shall have a right to bump downward in lieu of layoff to a lower class in the same classification series or bump to a class within the employing unit in which the employee had previously obtained permanent status in the classified service and which is in the same or a lower pay range as the position occupied at the time of notification of layoff. The employee shall not be required to serve a probationary period unless it is to complete a probationary period in a classification in which the employee has never obtained permanent status in class.

2. An employee bumping under C./1., above, shall be included with those employees occupying a position in that class and the layoff procedure set forth in Section 2 of this Article shall apply.

D. Transfer to Another Agency In Lieu of Layoff

If an appointment in lieu of layoff under A, B, or C above is not available, the employee shall have the following transfer in lieu of layoff rights.

Prior to filling a bargaining unit vacancy with an individual other than a current state employee, the Employer agrees to the following:

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

1. The employee must apply for the vacancy by the date indicated in the posting on WISCERS.

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

3. The employee is qualified to perform the work after customary orientation and training provided to newly hired workers unless he/she cannot perform the work in a satisfactory manner.

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.

The closing date for filling a vacant position under WISCERS shall be not less than eight (8) days after electronic publication.

E. Separation

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

**8/3/2** A. An employee who transfers in lieu of layoff, demotes in lieu of layoff or bumps in lieu of layoff shall receive not less than his/her current rate of pay.

B. An employee who transfers while At-Risk or demotes while At-Risk shall receive not less than his/her current rate of pay.

C. The rate of pay of an employee who transfers or demotes under any other circumstances shall be no greater than the pay range maximum of the new position.

**Section 4 Restoration**

**8/4/1** A. When a permanent vacancy is to be filled in an employing unit within a classification from which an employee was laid off, bumped or demoted in lieu of layoff, the employee shall be restored according to seniority, with the most senior employee restored first, unless the employee does not possess the qualifications to perform the duties of the position. The employee's right to such restoration shall last for a period of five (5) years from the date of layoff.

B. The employee who is laid off may file a request during a five (5) year period from the date of layoff within the agency for which he/she worked to fill a vacancy in the classification(s) from which the employee was laid off or could have bumped within any employing unit within that agency 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 to perform the work after being given the customary orientation provided to newly hired workers in the position unless he/she cannot perform the work in a satisfactory manner, providing that no other employee has restoration rights to such a vacancy under Section 8/4/1.A.

C. 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 to perform the work after being given the customary orientation provided to newly hired workers in the position unless he/she cannot perform the work in a satisfactory manner, providing no other employee has restoration rights under 8/4/1A. to such vacancy.

D. Employees laid off because the functions performed by the person were transferred to a different state agency or campus, shall have restoration rights according to 8/4/1-8/4/6 of the Agreement to the state agency or campus to which the functions previously performed by the person were transferred.

E. Should an employee not be restored under Section 8/4/1/A., B., C. or D. above, the affected employee will be notified in writing within five (5) calendar days of the date the vacancy is filled for the reasons why he/she was not restored for the position, providing no other employee has restoration rights to such a vacancy under section 8/4/1/A.

**8/4/2** Employees are responsible for keeping the Employer notified of their current address and telephone numbers. The Employer will provide notice to employees of a restoration opportunity, either by certified mail or by telephone with a confirming letter. If the employee does not respond within seven (7) calendar days of the date of the provided notice, the employee shall forfeit any further restoration rights for the vacancy being considered.

**8/4/3** A laid off employee who either fails to respond to the offer of restoration or fails to accept a reasonable offer of restoration within ten (10) calendar days after the Employer verifies contact or who fails to be available for work within ten (10) workdays after the acceptance shall forfeit any further restoration rights. The Employer may extend the preceding time limits under 8/4/2 and 8/4/3.

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

**8/4/5** The base pay of an employee who is restored shall be not less than a rate equal to the last rate received plus any intervening pay adjustments for which the employee would have been eligible which have occurred in the bargaining unit during the period of layoff.

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

## **Section 5 Reinstatement**

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

## **Section 6 Reasonable Offer**

**8/6/1** A reasonable offer of restoration 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 hourly pay offered is at least ninety (90) percent of the employee's rate of pay at the time of layoff; and

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

## **Section 7 Relocation Expenses**

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

**8/7/2** When the Employer determines that it is necessary for an employee who is transferring or voluntarily demoting as a result of receiving an at risk notice under 8/2/1, to change the location of his/her residence, the Employer may pay only those expenses of the type and amount, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

## **Section 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 that will result in layoff. 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** An employee who has received written notice of being at-risk of layoff or layoff shall be granted up to 80 hours total without loss of pay for one or more of the following until the effective date of the layoff or until the employee accepts one of the options under Section 3 - Options Available to Employees Who Have Been Notified of Layoff above:

A.        Attendance at job training and job search activities, including interviews and examinations in addition to the time specified in 12/6/1;

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

C.        Use of office equipment and supplies where available.

Employees may also be granted unpaid leave of absence for interviews, examinations, and other job search activities or attendance at job training.

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.

**Section 11           Layoff Benefits**

**8/11/1** When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored, provided he/she is re-employed by any agency of the State within five (5) years. However, upon written request of an employee, accumulated unused sick leave, including any supplemental health insurance conversion credits available under 12/4/3, shall, at the time of permanent layoff, be converted to cash credits at the employee’s highest base pay rate while in state service for credits to be used to pay the total health insurance premium during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee’s unavailability, including the acceptance of any other employment, whichever comes first. Acceptance of “other employment” is defined as employment which would

offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s. 40.52(1) Wis. Stats. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

**Section 12**      **Priority of Article VII (Transfer) and Article VIII (Layoff) 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 in lieu of layoff, same or previous classification (8/3/1/B.1.)
- C.      Transfer within the agency in lieu of layoff within classification (8/3/1/A.2.)
- D.      Transfer within the agency in lieu of layoff (8/3/1/A.3.)
- E.      Demote within the agency in lieu of layoff, same or previous classification (8/3/1/B.2.)
- F.      Demote within the agency in lieu of layoff (8/3/1/B.3.)
- G.      Restoration within the employing unit (8/4/1/A.)
- H.      Restoration within the agency (8/4/1/B.)
- I.      Transfer between agencies in lieu of layoff within classification (8/3/1/D)
- J.      Transfer between agencies in lieu of layoff (MOU #5)
- K.      Restoration between agencies within classification (8/4/1/C.)
- L.      Restoration between agencies (MOU #5)
- M.      Return to previous position or one of like nature when failing probation (7/7/1)

N.      Desires to return to previous position within employing unit  
(7/2/8)

O.      Desires to return to previous position (7/7/2)

P.      Transfer (7/2/7)

Q.      Reinstatement within the agency (8/5/1)

R.      Reinstatement between agencies (8/5/1)

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 non-working hours.

#### **Section 2           Protective Clothing**

**9/2/1**   The Employer will furnish protective clothing and equipment in accordance with the standards established by the Department of Workforce Development.

#### **Section 3           Protective Footwear**

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

#### **Section 4           Uniforms**

**9/4/1**   The Employer reserves the right to require uniforms for employees. In such cases, the Employer will either provide the uniform or an appropriate uniform allowance as determined by the Employer. Maintenance and cleaning will be the responsibility of the employee. For the purposes of this Agreement, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

#### **Section 5           Buildings**

**9/5/1**   The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the rules and regulations of the 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 6           Liability Protection**

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

## **Section 7            Outside Employment**

**9/7/1**    Any department may require employees to obtain approval to engage in outside employment. In such case, employees must request, in writing, permission to engage in outside employment. If an employee is denied permission, he/she may challenge the reasonableness of such denial through the grievance procedure.

## **Section 8            First Aid Equipment**

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

## **Section 9            Tools and Equipment**

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

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

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

## **Section 10           VDT/CRT Eye Examinations**

**9/10/1**    The Employer reserves the right to require eye protection for employees. In such cases, the Employer will provide the appropriate type of prescription or non-prescription safety glasses as required by applicable Department of Commerce (“Commerce”) safety regulations for the duties performed to protect the health and safety of the employee. The employee will be responsible for the cost of any additional features not required by Commerce safety regulations, except that where eye examinations for safety glasses are necessary, the Employer will pay the cost of examination during the term of this Agreement if it is not covered by the employee’s present health insurance program.

**9/10/2**    Employees whose assigned duties require high 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.

**9/10/3** 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 11 Damaged Clothing**

**9/11/1** The Employer agrees to pay the cost of repairing or replacing watches, eyeglasses or articles of clothing damaged in the line of duty, where such damage is not the result of normal wear and tear or employee carelessness. The reimbursement for damaged items shall not exceed one hundred dollars (\$100.00) for any one incident, except that the reimbursement for a damaged watch shall not exceed seventy-five dollars (\$75.00). The value of such items shall be determined by the Employer at the time the damage occurs. This provision shall not apply to items where the replacement value or repair cost is five dollars (\$5.00) or less.

**Section 12 Employee Health and Safety**

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

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

**9/12/3** Medical Examination: Whenever the Employer requires an employee to submit to physical examination, medical tests, including x-rays or inoculations/immunizations and psychiatric exams, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. Employees required to submit to such exams, tests, or inoculations/ immunizations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of exams, tests, or inoculations/immunizations will be considered for reassignment.

**9/12/4** The parties recognize the common goal of maintaining a safe working environment for employees. For that reason, whenever feasible, the Employer will provide thirty (30) days written notice to the Union and affected employees prior to the installation of any new security monitoring systems.

## **Section 13            Abnormally Dangerous Tasks**

**9/13/1** In the event an employee has determined that the task he/she has been assigned is abnormally dangerous, he/she shall inform his/her immediate supervisor by filing an Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter.

**9/13/2** In attempting to resolve the employee claim, the supervisor, at his/her discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or, at the supervisor's discretion, may assign the affected employee to other available work consistent with the work usually performed by the employee.

**9/13/3** If the matter is not resolved to the satisfaction of the employee, and he/she carries out the task, he/she may later file a grievance in accordance with Article IV, commencing at Step Two. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. If the employee is disciplined, he/she may file a grievance, commencing at Step Three of the procedure.

## **Section 14            Work Rules**

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

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

**9/14/2** Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules which includes both the application and interpretation may be challenged through the grievance procedure contained in this Agreement.

## **Section 15            Personnel File**

**9/15/1** 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.

**9/15/2** A copy of any material placed in an employee's file which may affect his/her job performance evaluation shall be immediately presented to the employee involved. This material shall be for information purposes only. The employee may make a written statement regarding his/her position on the materials placed in his/her file and such statement shall be appended to the material which is the subject of the employee's statement.

## **Section 16            Travel and Lodging**

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

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

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

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

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

**9/16/6** Employees on job assignment requiring overnight accommodation shall not be required to share a room. The above limitation does not apply to those employees attending training programs who are lodged at academies and/or dormitories. The Employer will attempt to accommodate an employee's choice of co-employee with whom he/she wishes to share a room.

## **Section 17            Inclement Weather**

### **FLSA Non-Exempt Employees**

**9/17/1** Employees who report late to work after having made an earnest effort to report to work on time, but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings, shall be allowed to work to makeup for lost time during the current work week (including Saturdays if the

employee's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for makeup time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

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

### **FLSA Exempt Employees**

**9/17/3** Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to 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.

**9/17/4** When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous road conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time or the employee may 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.

### **All Employees**

**9/17/5** When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those actual hours worked to makeup the time.

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

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

## **Section 18 Contracting Out**

**9/18/1** When a decision is made by the Employer, pursuant to the provisions of ss. 16.705, 84.01(13), Wis. Stats., Chapter 10, Wis. Admin. Code, or any other relevant statutes relating to state contracting or as these may be amended, to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA), but not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If the employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred, due to contracting out, a notice of this action will be given to the employee(s) and the Union, prior to implementation. Where possible, fourteen (14) days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. However, failure to provide notice of reassignment is not grievable.

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

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

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

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

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

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

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

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

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

**Section 19 Blood Donations**

**9/19/1** Employees who donate blood or donate blood for the purpose of pheresis shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

**Section 20 Whistleblower**

**9/20/1** 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 either an on-site or off-site training or education session is directed by the Employer, such attendance will be without loss of pay, and the Employer will pay the costs of tuition, fees and books. The employee will be reimbursed for necessary expenses, pursuant to Article IX, Section 16 (Travel and Lodging).

#### Section 2 Professional Meetings

**10/2/1** Each fiscal year, employees shall be granted five (5) days without loss of pay at the employee's discretion, regardless of sponsorship, to attend career-related professional meetings, conventions, certification exams, institutes, seminars, continuing education, or workshops related to the advancement of the employee's professional development. The employee's request to attend such meetings must be submitted to the Employer at least fourteen (14) calendar days in advance of such function. Specific requests can be denied if not career-related or if operational needs do not permit. An employee denied approval to attend a professional meeting under these provisions shall receive written notice of that denial at least seven (7) days prior to the meeting. At the sole discretion of the Employer, all or a portion of travel expenses and/or program registration fees may also be paid to the employee and additional time off, with or without loss of pay may be granted for the purposes mentioned above. The employee shall request in writing and shall receive advance written approval or denial of reimbursement from the Employer. The professional development days shall be at the request of the employee and not Employer directed training. At the discretion of the Employer, the fourteen (14) day requirement may be waived.

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

**10/2/3** Employees, as professionals, are encouraged to participate in local, state, and national professional organizations related to their jobs. Employees who are elected officers in such organizations shall be granted time off with or without pay as determined by the Employer, not to exceed a total of five (5) workdays annually, to attend their professional organization's meetings. The employees shall give the Employer at least fourteen (14) calendar days' notice that they will be attending such functions.

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

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

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

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

### **Section 5 Tuition Reimbursement**

**10/5/1** Prior to the commencement of any career-related courses at accredited educational institutions, the employee shall request in writing and shall receive advance written approval or denial of reimbursement from his/her appointing authority. Employees who receive approval to attend career-related courses at accredited higher educational institutions shall be reimbursed seventy-five percent (75%) of the actual tuition cost, not to exceed seventy-five percent (75%) of the tuition cost in effect at UW-Madison, for up to twelve (12) credit hours during the term of the Agreement, upon successful completion of approved courses and continued employment at time of completion. If an employee is laid off during the term of the course, the employer will reimburse the employee at the point of separation for tuition costs as provided in this subsection.

**10/5/2** Career-related courses are those that are related to an employee's current position or those which aid an employee in progressing to any classification in the employee's current classification series or to any classification in a related occupational group within the bargaining unit within the agency. The provisions of this Section represent the minimum standards for tuition reimbursement. The Employer who chooses to exceed these standards may do so.

### **Section 6 Career Options**

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

# ARTICLE XI

## WAGES

### Section 1 Wage Adjustments

**11/1/1** Except as otherwise provided under Section 2 of this Article, the Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments in the order set forth below:

A. First Fiscal Year (2005-2006)

1. Excise Tax Agents and Special Agents Semi-Automatic Progression: Effective with the Agreement, semi-automatic progression adjustments will be provided in accordance with Appendix H.

2. Pay Range 7-04 Pay Progression: Effective with the Agreement, pay progression adjustments will be provided in accordance with Appendix C.

3. General Wage Adjustment: Effective the first day of the pay period following the effective date of the Agreement, each eligible employee in pay status on that date will receive a General Wage Adjustment of two percent (2.0%) of their current base pay rate, subject to the new pay range maximum effective on that date. Any employee who is not eligible to receive this General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/A.1., below.

4. Pay Schedule Implementation: The pay range and pay progression schedules effective the first pay period following the effective date of the Agreement through June 24, 2006, will be implemented.

B. Second Fiscal Year (2006-2007)

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

1. Excise Tax Agents and Special Agents Semi-Automatic Progression: Semi-automatic progression adjustments will be provided in accordance with Appendix H.

2. Pay Range 7-04 Pay Progression: Pay progression adjustments will be provided in accordance with Appendix C.

3. Each eligible employee in pay status on the effective date will receive a General Wage Adjustment of two percent (2.0%) of their current base pay rate, subject to the new pay range maximum effective on that date. Any employee who is not eligible to receive this General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B.1.,below.

4. Pay Schedule Implementation: The pay range and pay progression schedules effective the first day of the pay period following the effective date of the Agreement through March 31, 2007, will be implemented.

5. Market Adjustment: An adjustment equal to eight percent (8.0%) of the applicable minimum will be provided to eligible employees in pay status on the effective date, whose positions are allocated to the classifications listed below, subject to the applicable pay range maximum. Any employee who is not eligible to receive this Market Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B.2.a. or b., below:

**Classifications**

Accountant – Senior

Accountant – Advanced

Accountant (UTF Systems)

Agricultural Auditor 3

Agricultural Auditor 4

Agricultural Auditor 5

Auditor – Senior

Auditor – Advanced

Auditor (School Finance)

Auditor (Transportation Plan & Review)

Auditor – Senior DHFS

Fuel Tax & Registration Auditor

Human Services Area Coordinator

Paralegal

Paralegal – Advanced

Property Assessment Specialist

Property Assessment Specialist – Journey

Property Assessment Specialist – Advanced

Property Assessment Practices Specialist

Property Assessment Practices Specialist - Journey

Property Assessment Practices Specialist – Senior

Property Assessment Chief Training Officer

Public Utility Auditor - Senior

Public Utility Auditor - Advanced

Public Utility Auditor - Principle

Public Utility Auditor - Consultant

Revenue Auditor 4  
Revenue Auditor 5  
Revenue Auditor 6  
Revenue Field Auditor 5  
Revenue Field Auditor 6  
Revenue Field Auditor 7  
Revenue Field Auditor 8  
Revenue Tax Specialist 2  
Revenue Tax Specialist 3  
Revenue Tax Specialist 4  
Revenue Tax Specialist 5  
Sign Language Interpreter  
Tax Resolution Officer– Office Audit Senior  
Tax Resolution Officer – Corp Office Audit  
Tax Resolution Officer – Field Audit  
Tax Resolution Officer – Large Case  
Workers Compensation Resolution Officer  
Workers Compensation Resolution Officer – Senior

6. Market Adjustment: An adjustment equal to one dollar and fifty-two cents (\$1.52) per hour, subject to the applicable pay range maximum, will be provided to eligible employees in pay status on the effective date, whose positions are allocated to the classifications listed below. Any employee who is not eligible to receive this Market Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B.2.c. or d., below:

**Classifications**  
Special Agent  
Special Agent –Senior  
Excise Tax Agent  
Excise Tax Agent – Senior

7. Market Stratification: Each employee in pay status on the effective date who is in a classification that has been assigned to pay range 07-04 or 07-05 and did not receive an adjustment under 5., or 6., above, will receive a wage adjustment as provided below, subject to the applicable pay range maximum. Any employee who is not eligible to receive this Market Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B.2.e. or f., below:

<u><b>Full Years of State Service as of June 30, 2006</b></u>	<u><b>Increase</b></u>
<u>Zero through 2 years</u>	<u>\$0.00/hr</u>
<u>3 through 5 years</u>	<u>0.33/hr</u>
<u>6 through 8 years</u>	<u>0.38/hr</u>

<u>9 through 11 years</u>	<u>\$0.43/hr</u>
<u>12 through 14 years</u>	<u>\$0.48/hr</u>
<u>15 through 17 years</u>	<u>\$0.53/hr</u>
<u>18 through 20 years</u>	<u>\$0.58/hr</u>
<u>21 or more</u>	<u>\$0.63/hr</u>

8. Market/Equity Stratification: Each employee in pay status on the effective date who did not receive an adjustment in 5., 6., or 7., will receive a wage adjustment as indicated below, subject to the applicable pay range maximum. Any employee who is not eligible to receive this Market/Equity Stratification adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B.2.g. or h., below:

<u>Full Years of State Service as of June 30, 2006</u>	<u>Increase</u>
<u>Zero through 2 years</u>	<u>\$0.00/hr</u>
<u>3 through 5 years</u>	<u>\$0.28/hr</u>
<u>6 through 8 years</u>	<u>\$0.33/hr</u>
<u>9 through 11 years</u>	<u>\$0.38/hr</u>
<u>12 through 14 years</u>	<u>\$0.43/hr</u>
<u>15 through 17 years</u>	<u>\$0.48/hr</u>
<u>18 through 20 years</u>	<u>\$0.53/hr</u>
<u>21+</u>	<u>\$0.58/hr</u>

9. Effective April 1, 2007, each eligible employee in pay status on that date will receive a General Wage Adjustment of two and one quarter percent (2.25%) of their current base pay rate, subject to the new pay range maximum effective on that date. Any employee who is not eligible to receive this General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Wage Adjustment Payment as provided under 11/3/1/B.3., below.

10. Pay Schedule Implementation: The pay range and pay progression schedules effective April 1, 2007 through June 30, 2007, will be implemented.

## **Section 2 Employees Not Eligible for Wage Adjustments**

**11/2/1** Employees who have previously been considered for or received a 2005-2006 or 2006-2007 fiscal year wage adjustment shall not be eligible for the General Wage Adjustments, Annualized General Wage Adjustments or Delayed General Wage Adjustment Lump Sum Payments effective the first day of the pay period following the effective date of this Agreement, set forth in Section 1 of this Article.

**11/2/2** Except as provided in 11/4/1/C.6., employees who have separated from state service prior to the effective date of the Agreement are not eligible for any wage adjustments under this Agreement.

**Section 3 Annualized Wage Adjustments**

**11/3/1 A. First Fiscal Year**

1. Employees eligible for a General Wage Adjustment under 11/1/1/A.3., above, will receive an Annualized Wage Adjustment Payment in accordance with a. or b., below, subject to 2. through 4., below.

a. Employees who receive a General Wage Adjustment 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 General Wage Adjustment, and the amount the employee actually received as a base pay increase, times two thousand and eighty-eight (2088).

b. Employees who receive no General Wage Adjustment solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to two percent (2.0%) of the employee's base pay rate, times two thousand and eighty-eight (2088).

2. Annualized Wage Adjustment Payments provided under 1., above, will be prorated based on the employee's budgeted FTE on the effective date of the General Wage Adjustment.

3. Annualized Wage Adjustment Payments will be made as soon after the effective date of the General Wage Adjustment as is administratively feasible.

4. Employees who are not in pay status on the effective date of the Annualized Wage Adjustment Payment and who return to a bargaining unit position 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.

**B. Second Fiscal Year**

1. Employees eligible for a General Wage Adjustment under 11/1/1/B.3., above, will receive an Annualized Wage Adjustment Payment in accordance with a. or b., below, subject to 4. through 6., below.

a. Employees who receive a General Wage Adjustment under 11/1/1/ B.3., 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 General Wage Adjustment, and the amount the employee actually received as a base pay increase, multiplied by two thousand and eighty-eight 2088.

b. Employees who receive no General Wage Adjustment under 11/1/ B.3., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to two percent (2.0%) of the employee's base pay rate, multiplied by two thousand and eighty-eight 2088.

2. Employees eligible for a Market Adjustment under 11/1/B.5. through 11/1/B.8., above, will receive Annualized Wage Adjustment Payments in accordance with a. through h., below, subject to 4. through 6, below:

a. Employees who receive a Market Adjustment under 11/1/B.5., above, of less than eight percent (8.0%) of the applicable minimum solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of eight percent (8.0%) of the applicable minimum and the amount the employee actually received as a base pay increase, multiplied by two thousand and eighty-eight (2088).

b. Employees who receive no Market Adjustment under 11/1/B.5., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the value of eight percent (8.0%) of the applicable minimum, multiplied by two thousand and eighty-eight (2088).

c. Eligible employees who receive a Market Adjustment under 11/1/B.6., above, of less than one dollar and fifty-two cents (\$1.52) per hour solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of the applicable stratification amount and the amount the employee actually received as a base pay increase, multiplied by two thousand and eighty-eight (2088).

d. Eligible employees who receive no adjustment under 11/1/B.6., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to one dollar and fifty-two cents (\$1.52) per hour, multiplied by two thousand and eighty-eight (2088).

e. Eligible employees who receive an adjustment under 11/1/B.7., above, of less than the applicable stratification amount solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of the applicable stratification amount and the amount the employee actually received as a base pay increase, multiplied by two thousand and eighty-eight (2088).

f. Eligible employees who received no adjustment under 11/1/B.7., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the applicable stratification amount, multiplied by two thousand and eighty-eight (2088).

g. Eligible employees who receive an adjustment under 11/1/1/B.8., above, of less than the applicable stratification amount solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the difference between the value of the applicable stratification amount and the amount the employee actually received as a base pay increase, multiplied by two thousand and eighty-eight (2088).

h. Eligible employees who received no adjustment under 11/1/1/B.8., above, solely because of the pay range maximum limitation will receive an Annualized Wage Adjustment Payment equal to the applicable stratification amount, multiplied by two thousand and eighty-eight (2088).

3. Employees eligible for a General Wage Adjustment under 11/1/1/B.9., above, will receive an Annualized Wage Adjustment Payment in accordance with a. or b., below, subject to 4. through 6., below.

a. Employees who receive a General Wage Adjustment under 11/1/1/B.9., above, of less than two and one quarter percent (2.25%) 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 and one quarter percent (2.25%) of the employee's base pay rate, prior to the application of the General Wage Adjustment, and the amount the employee actually received as a base pay increase, multiplied by four hundred and eighty (480).

b. Employees who receive no General Wage Adjustment under 11/1/1/B.9., 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%) of the employee's base pay rate, multiplied by four hundred and eighty 480.

4. Annualized Wage Adjustment Payments provided under 1. through 3., above, will be prorated based on the employee's budgeted FTE on the effective date of the applicable wage adjustment.

5. Annualized Wage Adjustment Payments will be made as soon after the effective date of the applicable wage adjustment as is administratively feasible.

6. Employees who are not in pay status on the effective date of the Annualized Wage Adjustment Payment and who return to a bargaining unit position 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.

**Section 4 Lump Sum Wage Payments and Wage Adjustments for Delay in Implementation of this Agreement**

**11/4/1 A.** Eligible employees shall receive a lump sum wage payment in an amount equal to the value of any increase(s) received under 11/1/1/A.3., multiplied by the number of the employee’s hours in pay status in the bargaining unit from June 26, 2005, up to the date of implementation of this increase. The lump sum payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

B. Eligible employees shall receive a lump sum wage payment in an amount equal to the value of any increase(s) received under 11/1/1/B.3. through 8., multiplied by the number of the employee’s hours in pay status in the bargaining unit from June 25, 2006 up to the date of implementation of these increases. The lump sum payment shall be made as soon after the effective date of the Agreement as is administratively feasible.

C. The following employees shall be eligible:

1. Employees who were at all times in the bargaining unit between June 26, 2005, and the implementation date of the applicable wage adjustments.

2. Employees who were laid off from the bargaining unit or returned from layoff to the bargaining unit after June 26, 2005, and before the implementation date of the applicable wage adjustments.

3. New state employees hired into the bargaining unit between June 26, 2005, and the implementation date of the applicable wage adjustments.

4. Employees hired into the bargaining unit from another certified state bargaining unit between June 26, 2005, and the implementation date of the FY 2005-2006 and 2006-2007 General Wage Adjustments and prior to the implementation date of the corresponding General Wage Adjustments of the employee’s former bargaining unit.

5. Employees in the bargaining unit who are on or returned from a leave of absence between June 26, 2005, and the implementation date of the applicable wage adjustments. Employees who went on a leave of absence from a position in the bargaining unit after June 26, 2005, and have not returned to pay status will receive no payment until they return to pay status in the bargaining unit during the term of this Agreement.

6. Former employees of the bargaining unit who retired from or died while serving in a bargaining unit position between June 26, 2005, and the implementation date of the FY 2005-2006 and 2006-2007 applicable wage adjustments. These employees will also be eligible for any lump sum fiscal year adjustment which they would otherwise have been eligible to receive.

7. Former employees of the bargaining unit who retired from or died while serving in a bargaining unit position between June 26, 2005, and the implementation date of the FY 2005-2006 and 2006-2007 applicable wage adjustments. These employees will be eligible to receive applicable wage adjustments they would otherwise have been eligible to receive.

## **Section 5 Pay Administration Section**

**11/5/1** Pay administration during the term of this Agreement will be in accordance with Chapter ER 29, Wis. Admin. Code, except where specifically modified by this Agreement.

**11/5/2** Pay administration for employees in pay ranges 07-02, 07-03, 07-04 and 07-05 will be in accordance with the provisions of Appendix A.

**11/5/3** Pay administration for employees in pay ranges 07-30 and 07-31 will be in accordance with Appendix H and the provisions below.

**11/5/4** Pay on Reallocation to a Higher Classification.

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

**11/5/5** Pay on Reclassification to a Higher Classification.

The pay of employees whose positions are reclassified to a higher classification shall be determined in accordance with s. 29.03(3)(c), Wis. Admin. Code, except that in lieu of the increase amounts provided pursuant to 29.03(3)(c), such regraded employees will receive an amount equal to eight percent (8.0%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

**11/5/6** Pay on Promotion.

Pay on promotion will be determined in accordance with s. 29.03(4), Wis. Admin. Code, except that in lieu of the increase amounts provided pursuant to s. 29.03(4)(b), Wis. Admin. Code, employees will receive an amount equal to eight percent (8.0%) of the applicable pay range minimum or the minimum of the pay range, whichever is greater.

**11/5/7** Pay on Completion of First Six (6) Months of Probation.

No six (6) month increases shall be granted to employees upon completion of the first six (6) months of any probationary period.

**11/5/8** For all pay adjustments, all references to “PSICM” in ER 29, Wis. Admin. Code, will be changed to “minimum.”

**11/5/9** An employee who demotes in lieu of layoff shall retain his/her current rate of pay.

**11/5/10** An employee in at-risk status who voluntarily demotes shall retain his/her current rate of pay.

**11/5/11** The rate of pay of an employee who demotes under any other circumstances, other than 11/5/9 or 11/5/10 above, shall be no greater than the pay range maximum of the new position.

**Section 6 Supplemental Pay Add-ons**

**11/6/1** A. An add-on amount of twenty five (\$0.25) per hour may be paid to supplement the base pay of an employee whose position is allocated to one of the professional fiscal classifications, based upon the employee’s successful completion of the Certified Public Accountant (CPA) examination and possession of the CPA “Notification of Grades”. To be eligible for the add-on, the employee must meet all three (3) of the following criteria:

1. Be in a position which is allocated to one (1) of the following professional classifications: Accountant, Auditor, or agency-specific professional fiscal classification;
2. Successfully complete the CPA examination and possess the CPA “Notification of Grades” from the Department of Regulation and Licensing or from another state; and
3. The CPA-related knowledge must be relevant to the position’s assigned duties and responsibilities.

B. Upon earning the CPA certification, an additional amount of twenty five (\$0.25) per hour may be added to bring the total add-on amount up to fifty cents (\$0.50) per hour. To be eligible for the add-on, the employee must meet all three (3) of the following criteria:

1. Be in a position which is allocated to one (1) of the following professional fiscal classifications: Accountant, Auditor, or agency-specific professional fiscal classification;

2. Possess a current certification from the Department of Regulation and Licensing or another state as a Certified Public Accountant; and

3. The CPA-related knowledge must be relevant to the position's assigned duties and responsibilities.

C. The appointing authority shall have the sole discretion to determine the relevance of the successful completion of the CPA examination or the CPA certification to the position held and to authorize the hourly add-on.

D. If granted, the add-on shall be effective at the beginning of the first pay period following the receipt by the appointing authority of the proof that the CPA examination has been successfully completed or the proof that the CPA certification has been obtained and is currently held.

**11/6/2 Certified General Appraiser Add-On.**

A. An add-on amount of thirty cents (\$0.30) per hour may be paid to supplement the base pay of an employee whose position is allocated to any of the classifications in the Property Assessment or Real Estate Specialist series, based upon the employee's possession of a current certification from the Department of Regulation and Licensing as a Certified General Appraiser. The Certified General Appraiser-related knowledge must be relevant to the position's assigned duties and responsibilities.

B. The appointing authority will have the sole discretion to determine the relevance of the certification to the position held and to authorize the hourly add-on.

C. If granted, the add-on will be effective at the beginning of the first pay period following receipt by the appointing authority of proof that the certification has been obtained and is currently held.

**11/6/3** An add-on for Revenue Field Auditor and Related positions will be provided in accordance with Appendix G.

**11/6/4 Insurance Examiner / Insurance Financial Examiner Add-ons**

Subject to C., below, add-ons for positions in the Insurance Examiner and Insurance Financial Examiner classification series will be provided as follows:

A. An add-on amount of twenty five cents (\$0.25) per hour will be paid to supplement the base pay of an employee whose position is allocated to the Insurance Examiner classification series, based upon the employee's designation as an Accredited Insurance Examiner after successfully meeting the requirements of the accredited program. Upon earning a Certified Insurance Examiner designation, an additional amount of twenty five cents (\$0.25) per hour will be added to bring the total add-on amount up to fifty cents (\$0.50) per hour.

B. An add-on amount of twenty five cents (\$0.25) per hour will be paid to supplement the base pay of an employee whose position is allocated to the Insurance Financial Examiner classification series, based upon the employee's designation as an Accredited Financial Examiner after successfully meeting the requirements of the accredited program. Upon earning a Certified Financial Examiner designation, an additional amount of twenty five cents (\$0.25) per hour will be added to bring the total add-on amount up to fifty cents (\$0.50) per hour.

C. To be eligible for each of the add-ons in A. and B., above, the employee must meet all three (3) of the following criteria:

1. Be in a position that is in the authorized classification series;
2. Possess a certificate confirming the successful completion of the designation requirements; and
3. Meet continuing education requirements.

D. If eligible, the add-on will be effective at the beginning of the first pay period following receipt by the appointing authority of proof of such accreditation or certification.

**11/6/5** If the incumbent moves from a position for which an add-on has been approved by the appointing authority to a position not allocated to one of the authorized classes, the add-on shall cease. If the incumbent moves to another position allocated to one of the authorized classes, the appointing authority of the new position has the sole discretion to determine whether the add-on shall be continued in the new position, based on the criteria noted above. If an employee receiving an add-on ceases to hold a current certification as the result of expiration or revocation of such certification, the add-on shall cease effective at the beginning of the first pay period following the expiration or revocation date.

**Section 7            Hiring Above the Minimum**

**11/7/1** In the event the Employer uses Hiring Above the Minimum (HAM) for recruitment, the Employer will notify the Union before implementation.

Semi-annually, OSER will provide the Unions at AFT - Wisconsin with the Hiring Above Minimum (HAM) Request and Authorization Form and the names and starting salaries of employees hired using HAM during the previous six (6) months. OSER will make a reasonable attempt to provide accurate and complete information. Disputes which arise concerning the accuracy or completeness of the information will not be subject to the grievance procedure as outlined in Article IV. This provision will sunset on June 30, 2007.

**Section 8                    Periodic Classification/Pay Range Assignment Meetings**

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

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

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

## 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.

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

12/1/2 The employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying 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 Effective January 2006 through December 2006		Employee Monthly Contribution Effective January 2007 through December 2007	
	Single	Family	Single	Family
Tier 1	\$22.00	\$55.00	\$27.00	\$68.00
Tier 2	\$50.00	\$125.00	\$60.00	\$150.00
Tier 3	\$100.00	\$250.00	\$143.00	\$358.00

12/1/3 The Employer agrees to pay fifty percent (50%) of the total premium for insured employees in permanent part time or project positions defined under s. 230.27, Wis. Stats., who are appointed to work 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 or other appropriate verification for absences covered by this Section. When the Employer requires such a certificate or verification, if requested by the employee, the Employer will provide the reason behind its belief that the employee is abusing the sick leave privilege or may not be physically fit to return to work. The Employer will provide this information within twenty-four (24) hours of receipt of the employee's request. The Employer will pay the cost of the medical certificate if it is not covered by the employee's present health insurance program. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use personal holidays, earned

compensatory time credits, or earned vacation credits in lieu of sick leave when they so request. Such time is subject to the same requirements for sick leave as set forth above.

B. Employees may use accrued sick leave for medical or dental appointments for themselves, their spouse, children (including step-children and foster children), parents or other dependents which cannot be scheduled at times other than during working hours. Other dependents are defined as dependents eligible for IRS purposes. To qualify for use of sick leave under this Section, employees must give the Employer three (3) workdays advance notice of appointments, except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

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

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

E. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in paragraph C above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this Section is limited to five (5) workdays for any one illness or injury; however, the use of sick leave may be extended to cover unusual circumstances, provided prior approval is obtained. An employee may use sick leave for the care of his wife and/or children immediately prior to and/or during the ten (10) day period following the birth of a child.

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

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

**12/4/3** The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or who are laid off from the service, or for the surviving insured dependents of permanent employees who die while in 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 seniority on the date of retirement, death or layoff.

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

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

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

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

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

D. If at the time of retirement, death or layoff, the employee has seniority 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 seniority over twenty four (24) years.

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

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

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted.

In the event an employee returns to a position covered by this Agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of seniority and sick leave accrual.

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

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

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

**12/4/5** The employee may elect to delay conversion of his/her sick leave credits, provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement or layoff (if the employee laid off has at least twenty (20) years of creditable service) and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's highest base pay rate earned in state service.

**12/4/6** Separation from state service shall cancel all unused accumulated sick leave except for a state employee who terminates creditable service after attaining 20 years of creditable service, remains a participant, and is not eligible for an immediate annuity. However, when a person who is an employee with permanent status in class resigns, or is laid off, 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.

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

**12/4/8** An employee who qualifies for benefits under s. 40.65, Wis. Stats., shall be considered an eligible employee under s. 40.02(25)(b), Wis. Stats., for purposes of group health insurance coverage.

**12/4/9** Under this Agreement, an employee who is eligible for benefits under s. 40.65 or s. 40.63, Wis. Stats., as a result of a work-related injury or disease, shall be eligible to convert accumulated unused sick leave at the employee's highest base pay rate to credit for payment for health insurance premiums.

**12/4/10** Conversion of accumulated unused sick leave credits for payment of health insurance premiums by employees who qualify for benefits under s. 40.65 or s. 40.63, Wis. Stats., shall not be treated as earnings under s. 40.02(22), Wis. Stats.

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

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

**12/5/2** Employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent or seasonal position pursuant to s. 230.28, Wis. Stats., or as a trainee unless covered under Wis. Admin. Code Rules of the Administrator, Division of Merit Recruitment and Selection, employees are eligible for and shall be granted non-cumulative annual leave based on their seniority date as follows:

A. FLSA Non-Exempt Employees.

<b>Seniority</b>	<b>Hours</b>
0 yr. to 5 yrs.	<u>104</u> hrs.
5+ yrs. to 10 yrs.	<u>144</u> hrs.
10+ yrs. to 15 yrs.	<u>160</u> hrs.
15+ yrs. to 20 yrs.	<u>184</u> hrs.
20+ yrs. to 25 yrs.	<u>200</u> hrs.
25 yrs. or more	<u>216</u> hrs.

B. FLSA Exempt Employees.

<b>Seniority</b>	<b>Hours</b>
0 yr. to 5 yrs.	120 hrs.
5+ yrs. to 10 yrs.	160 hrs.
10+ yrs. to 15 yrs.	176 hrs.
15+ yrs. to 20 yrs.	200 hrs.
20 yrs. or more	216 hrs.

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

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

D. Part-time employees whose positions are in FLSA exempt or mixed classifications who meet the FLSA duties test for exempt status, but do not meet the salary test due to their part-time status, will qualify for the annual leave schedule for FLSA exempt employees identified under 12/5/2/B. of the Agreement. Such annual leave will be pro-rated in accordance with 12/5/2/C. of the Agreement. The FLSA status of such employees will continue to be determined by federal and state law.

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

A. Annual leave credit in any given year shall not be earned for any period of absence without pay except as otherwise provided in this Agreement.

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

Annual Leave Rate	Conversion Factor
80 hr. rate	.038314 per hour
120 hr. rate	.057471 per hour
136 hr. rate	.065134 per hour

160 hr. rate	.076628 per hour
176 hr. rate	.084291 per hour
200 hr. rate	.095785 per hour
216 hr. rate	.103448 per hour

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

**12/5/4** Beginning in calendar year 1994, 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 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 or more of the following options each year:

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

**12/5/6** Employees eligible for two hundred (200) or two hundred sixteen (216) 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 leave.
- D. As accumulated sabbatical leave.

**12/5/7** Effective January 2004, employees eligible for two hundred sixteen (216) hours annual leave each year under 12/5/2/B., may, at their option, elect to receive one hundred twenty (120) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

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

**Section 6            Leave for Promotional Exams**

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

**12/6/2** An employee shall not be denied his/her requests for time to participate in examinations each calendar year and interviews in connection with such examinations, provided five (5) workdays notice has been given by the employee, so that work coverage will not be interrupted. Such time shall not exceed the number of hours reasonably required to attend such examinations and interviews, including travel time.

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

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

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

**Section 7            Leaves of Absence Without Pay**

**12/7/1** Employees, upon request, may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding, one (1) year, except as provided in paragraphs 12/7/2, 3, 4, 5, 6, 7, 8, and 10 below and Article II, Sections 11 and 12. Short term leaves of absence of periods up to two weeks may be approved by the employee's appointing authority or his/her designee.

**12/7/2** Childbirth or Adoption

An employee shall be granted a maternity, paternity or adoption leave of absence without pay as follows:

A. The employee shall submit written notification to their immediate supervisor at least four (4) weeks prior to the 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, paternity or adoption 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. For maternity leave, the employee shall not be required to leave prior to childbirth, unless she is no longer able to satisfactorily perform the duties of her position.

C. Adoption leave must coincide with the actual taking custody of the child or children.

**12/7/3** School Year Employees--Employees whose services are not required at institutions or schools during a summer or vacation period recess, shall be granted leave of absence without pay.

**12/7/4** Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes.

**12/7/5** One employee who is elected or appointed as the Wisconsin Professional Employees Council or WFT professional staff shall be granted a leave of absence without pay for the term of this Agreement. The rights of such employee who returns from such leave within a two (2) year time period shall be as provided in 12/7/7. The rights of such employee who returns after a two (2) year time period shall be limited to reinstatement within the agency to a vacant position for which the returning employee meets the established requirements of training and experience as set forth in the most recent description advertisement to fill the position.

**12/7/6** 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 12/7/7.

**12/7/7** Except as provided in 12/7/5 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.

**12/7/8** Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification of a medical doctor that the employee is not able to perform assigned duties. When an employee is eligible for entitlements under applicable state or federal statutes, the time off granted under such Acts shall run concurrently with leave under this Section. Approval of the leave is dependent upon verification of a medical doctor that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion. Employees wishing to return to work before their leave of absence has expired and who provide medical verification of their ability to return to work may, with the Employer's approval, return to work upon two (2) weeks notice to their Employer. Denials of requests for leaves without pay under this Section shall not be arbitrary or capricious.

**Section 8 Leaves of Absence With Pay Due to Injury Under Special Conditions**

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

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

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

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

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

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

**12/8/7** Employees on approved leave with pay under this Section shall earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum period of six (6) months, unless extended by the Employer. Employees shall be denied legal holiday credits for holidays which occur during the period of absence.

**12/8/8** 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.

**12/8/9** Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. 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 9            Military Service**

**12/9/1 Annual Field Training:** The Employer agrees to grant employees who have permanent status and who are members of the national guard, state guard or any other reserve component of the military forces of the United States or the state of Wisconsin, now or hereafter organized or constituted under federal and state law, a leave of absence without loss of pay not to exceed thirty (30) workdays in any calendar year. Employees shall elect to receive their State pay or military pay. If State pay is selected, the amount of base military pay, exclusive of allowances, for the actual number of workdays lost shall be deducted from the State pay. Such leave shall be provided without loss of time in the service of the State to enable employees to attend military schools, annual field training, or annual active duty training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving on active duty or extended active duty as a member of the active armed forces of the United States, or for absences of less than three (3) consecutive days. Employees shall notify their immediate supervisor immediately upon receiving written or oral notice of their dates of military service. This provision does not apply to inactive duty training.

**12/9/2** The amount of authorized pay shall be determined by the number of scheduled work days within the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military; therefore, additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

**12/9/3 Public Emergencies:** The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, who are called into state active duty service to meet situations arising from war, riot, public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the state pursuant to s. 20.465(1)(c), Wis. Stats., in an amount equal to his/her base state salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

**12/9/4** The Employer agrees that leave provided under this Section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee shall be considered uninterrupted by such attendance.

**12/9/5** The Employer agrees that employees who are called for a pre-induction physical for the military service shall be granted a leave of absence with pay for the time actually and necessarily spent in response to such a call.

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

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

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

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

3. The employee has received a military leave of absence under 12/7/5, 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 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.

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

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

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

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

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

**Section 10      Jury Duty**

**12/10/1** The Employer agrees to provide employees who are summoned for grand jury or petit jury service leave with pay at the base pay of the employee. Base pay of the employee is the employee’s pay rate, excluding any overtime or supplemental pay. When not impaneled for actual service and only on call, the employee shall report back to work, unless authorized by the appointing authority to be absent from his/her work assignment.

**Section 11      Retirement**

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

**12/11/2** For the duration of this Agreement, the Employer shall contribute on behalf of the employee five percent (5%) of the employee's earnings paid by the State.

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

**12/11/4** Effective April 14, 1996, the Employer shall pay the additional three tenths of one percent (.3%) employee share of the required benefit adjustment for general occupational employees.

**Section 12        Holidays**

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

Independence Day	July 4, 200 <u>5</u>	July 4, 200 <u>6</u>
Labor Day	September <u>5</u> , 200 <u>5</u>	September <u>4</u> , 200 <u>6</u>
Thanksgiving Day	November <u>24</u> , 200 <u>5</u>	November <u>23</u> , 200 <u>6</u>
Christmas Eve	December 24, 200 <u>5</u>	December 24, 200 <u>6</u>
Christmas	December 25, 200 <u>5</u>	December 25, 200 <u>6</u>
New Year's Eve	December 31, 200 <u>5</u>	December 31, 200 <u>6</u>
New Year's	January 1, 200 <u>6</u>	January 1, 200 <u>7</u>
Martin Luther King Jr. Day	January <u>16</u> , 200 <u>6</u>	January <u>15</u> , 200 <u>7</u>
Memorial Day	May <u>29</u> , 200 <u>6</u>	May <u>28</u> , 200 <u>7</u>

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

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

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

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

**12/12/6** Effective January 1, 2004, the employer agrees to provide employees one (1) paid holiday annually in addition to any authorized paid leave, to be taken in accordance with 12/12/5 for personal holidays.

**12/12/7** 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.

**Section 13            Payment for Working Holidays**

**12/13/1** Holiday Premium Pay

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

**12/13/2** Holiday Compensatory Time

In addition to the compensation provided to employees under 12/13/1, employees who are required to work on a holiday shall also receive compensatory time on an hour-for-hour basis, not to exceed eight (8) hours for working on the full holiday.

**12/13/3** Scheduling Use of Compensatory Time and Saturday Holiday Time

Where compensatory time or Saturday holiday time is provided under the provisions of this Section, it shall be taken in accordance with the provisions of Article VI, Section 5 (Hours of Work). The Employer may permit such time to be anticipated.

**Section 14            Administration of Worker’s Compensation Benefits**

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

**12/14/2** In the event the Employer makes an initial determination that an injury is job related and authorizes payment for temporary disability as specified in the Worker’s Compensation Act, the Employer shall continue to pay its share of the Health Insurance premium as provided in Article XII, Section 1 for the period of the temporary total disability.

**12/14/3** In the event the Employer denies the employee's claim of worker compensable injury or disease and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article XII, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

**Section 15            Witness Fees**

**12/15/1** Where an employee is subpoenaed to testify in a legal action and the Employer determines that such subpoena resulted directly from the performance of the employee's required duties, the Employer shall permit the employee to take time off with pay to comply with the subpoena if required to appear during his/her regularly scheduled hours of employment; provided, however, that the employee shall turn over to the employer any witness fee received.

**Section 16            Dental Insurance Deduction**

**12/16/1** The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

**Section 17            Employee Funded Reimbursement Accounts (ERA)**

**12/17/1** Effective with the first open enrollment period after the effective date of the Agreement, employees will be eligible to participate in the Employee-Funded Reimbursement Account Program, as administered under the provisions of Chapter 40, Wis. Stats., and the contract between the plan administrator and the Department of Employee Trust Funds.

**Section 18            Family and Medical Leave Acts**

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

**Section 19            Child Care**

**12/19/1** 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 20            Americans with Disabilities Act**

**12/20/1** 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 21            Catastrophic Leave**

**12/21/1** 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.

**12/21/2** 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.

**12/21/3** 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.

**12/21/4** 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.

**12/21/5** The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

**12/21/6** 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.

**12/21/7** 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.

**12/21/8** 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 hours (160) hours.

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

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

F. Must not be receiving other salary replacement benefits.

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

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

I. Must remain a state employee.

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

**12/21/9** 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 hours (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.

**12/21/10** 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.

**12/21/11** It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

## ARTICLE XIII

### NO STRIKE OR LOCKOUT

#### Section 1

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

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

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

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

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

**13/1/3** When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union 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.

**13/1/4** 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**

**13/2/1** In the event a dispute arises between the parties hereto with respect to whether or not the Union or any of its officers, agents or representatives, has caused or authorized, either directly or indirectly, a strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes 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 XIV

### GENERAL

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

**14/1/1** 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**

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

#### **Section 3           Definition of Probationary Employee**

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

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

**Section 4            Retroactivity**

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

## ARTICLE XV

### TERMINATION OF AGREEMENT

**15/1/1** Except as otherwise provided herein, the terms and conditions of this Agreement shall continue in full force and effect commencing July 22, 2006, and terminating on June 30, 2007, unless the parties mutually agree to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievance presented prior to the termination of the Agreement.

**NEGOTIATING NOTE #1**  
**2005-2007 AGREEMENT**

**Public Transportation**

Both the Employer and the Union agree bargaining unit employees should be encouraged to utilize public transportation as much as possible to go to and from work. The Employer, therefore, agrees to meet at the request of the Union at mutually agreed times to discuss ways in which to achieve that goal.

**NEGOTIATING NOTE #2**  
**2005-2007 AGREEMENT**

**Add-On Pay**

The Office of State Employment Relations and the Union will meet at mutually agreeable times to discuss add-on pay for the following skill areas:

- A. Certified Public Accountant (CPA)
- B. Certified General Appraiser
- C. Purchasing Agent/Procurement Specialist
- D. Assessor II
- E. Bilingual

Any add-on must be mutually agreed to by the Union, Office of State Employment Relations and all affected agencies prior to implementation.

**NEGOTIATING NOTE #3**  
**2005-2007 AGREEMENT**

**Lump Sum Language**

If lump sum payment language should become necessary due to delay in implementation of this Agreement, the parties agree that Article XI, Section 4, will be modified to reflect such needed changes. It is further agreed that retired and laid off employees will be eligible to receive any lump sum payments to which they would have otherwise been entitled but for the delay in implementation of this Agreement.

**NEGOTIATING NOTE #4**  
**2005-2007 AGREEMENT**

The Office of State Employment Relations and the Union agree to discuss the information and format of the information provided to the Union under 2/3/1 and 5/4/1. The purpose of this discussion will be to clarify the needs of the Union and implement changes where possible.

**MEMORANDUM OF UNDERSTANDING #1**  
**2005-2007 AGREEMENT**

**Parking/Public Transit Account**

It is possible that, during the life of this Agreement, the Department of Employee Trust Funds (DETF) will develop an account system similar to or part of the Employee Reimbursement Account (ERA) Program that will allow state employees to pay for work-related parking and transit on a pre-tax basis. The Employer and Union agree that if such an account system is developed and implemented, employees covered under this Agreement will be allowed to participate in the system. By agreeing to allow such participation, the Employer and Union also agree that all dates, rules and conditions established by the DETF for the system's implementation and administration will apply.

**MEMORANDUM OF UNDERSTANDING #2**  
**2001 – 2003 AGREEMENT**

**SPECIAL AGENT & EXCISE TAX AGENT PAY PROGRESSION**

During negotiation of the 2001-2003 Agreement, concerns were raised regarding continuation of the pay progression system for pay range 07-31, Special Agent-Senior and Excise Tax Agent-Senior.

The pay range 07-31 pay progression sunsets on June 30, 2003, regardless of extension of the Agreement, unless the parties mutually agree otherwise.

It is the Employer's intent, however, to continue to fund this pay progression system in future collective bargaining Agreements, assuming the parties negotiate such a provision, contingent on the availability of sufficient general purpose revenue funds in the Compensation Reserve.

**MEMORANDUM OF UNDERSTANDING #3**  
**2005-2007 AGREEMENT**

**PILOT PROGRAM FOR STEWARD/GRIEVANCE  
REPRESENTATIVE TRAINING**

The Employer and the Union understand the importance of trained supervisors and grievance representatives in the administration of the collective bargaining agreement. The Agreement is best administered when both supervisors and steward/grievance representatives understand their rights, roles, responsibilities and limitations. The state offers basic and advanced labor relations training to its supervisors to assist them in appropriately and fairly administering the Agreement. It is in our mutual interest that union steward/grievance representatives also be properly trained to fulfill their role as it relates to contract interpretation and

administration. In furtherance of that mutual interest, the Employer and the Union agree to support a pilot program for the training of Steward/Grievance Representatives.

Annually, up to twenty (20) union stewards will be allowed up to eight (8) hours without loss of pay to attend steward training. The employees must give the employing unit fourteen (14) calendar days advance notice of their attending this training. Management may deny attendance based on operational needs. The union may request and the Employer may allow additional union stewards, beyond the limits specified above, to attend steward training without loss of pay.

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

The pilot program will be jointly evaluated by the Employer and Union to determine if it meets their mutual interests. It is of special interest to the Employer that there be sufficient, qualified union stewards at various work sites to help minimize issues of timeliness or lost work time due to the potential limited availability of stewards. This Memorandum of Understanding sunsets on June 30, 2007, regardless of contract extension, unless the parties mutually agree to extend.

**MEMORANDUM OF UNDERSTANDING #4  
2005-2007 AGREEMENT**

**AGREEMENT BETWEEN  
THE STATE OF WISCONSIN  
AND  
WISCONSIN PROFESSIONAL EMPLOYEES COUNCIL  
EMPLOYEES ELECTED OR APPOINTED AS PRESIDENT OF  
AFL-CIO LABOR BODY  
OR  
PRESIDENT OF AFT WISCONSIN**

The purpose of this Agreement between the State and WPEC is to preserve salary and salary-generated benefits of state employees who are elected or appointed as the president of an AFL-CIO central labor body or the AFT Wisconsin organization and to fully reimburse the state for its costs of the salary and salary-generated benefits for the time spent by those employees during that elected or appointed period.

The State of Wisconsin hereby agrees to continue base pay and benefits for any employee who is elected or appointed as the president of an AFL-CIO central labor body or AFT Wisconsin organization and who is granted a leave of absence without pay to serve in such position pursuant to Article XII, Section 12/7/8 of the 2003-2005-2007 Agreement. Other provisions of 12/7/8 shall remain in effect.

Continuation of this Agreement is contingent upon the Wisconsin Professional Employees Council (WPEC) reimbursing affected agencies for salary and salary-generated benefit costs attributed to the employee(s). The amount of reimbursement each pay period will be based on the employee(s)'s base hourly rate plus the additional hourly benefit rate to cover the full cost to the state of each employee's payroll and fringe benefits as determined by the individual's Central or University of Wisconsin Payroll deductions for A, B, and C payrolls, respectively.

The obligation for the continued payment by the state agencies of salary and benefits to the state employees elected or appointed as the president of an AFL-CIO central labor body or AFT Wisconsin organization is contingent upon reimbursement to those agencies by WPEC and with compliance of the following procedures:

1. This Agreement shall apply only to employees elected or appointed as the president of an AFL-CIO central labor body or the AFT Wisconsin organization in accordance with 12/7/8 of the collective bargaining agreement. Upon each such occasion, the Union President will provide the Office of State Employment Relations (OSER) with the following information: name of employee(s), agency where employed, date(s) on which the employee will be absent to participate as president.

2. The affected state agency shall maintain the employee in pay status not to exceed eight (8) hours per scheduled work day for all days in each work week during a pay period in which the employee is on leave under Section 12/7/8.

3. WPEC shall certify, in writing to OSER at the conclusion of each pay period in which an employee was engaged in union business pursuant to this Agreement, the total amount of reimbursement due to each of the affected agencies for that pay period. Agencies will reconcile these amounts and notify OSER who will, in turn, notify WPEC of any discrepancies.

4. WPEC shall reimburse each individual state agency by delivering to OSER a check for each such agency in the amount certified by OSER. Reimbursement by WPEC for each biweekly period shall be made no later than the Wednesday before the date of issue of affected employees' paychecks for each pay period. In the event reimbursement is not received on or before Wednesday, employee paychecks will not be issued until appropriate adjustments can be made to reflect a change to Leave Without Pay Status for time spent during the pay period.

5. Disagreements by WPEC about the amounts certified by OSER shall not be grounds for withholding, delaying, or reducing payments to the state agencies.

6. Failure by WPEC to reimburse the amounts as certified by OSER to any agency within the time limits set by this Agreement shall void this Agreement and release the State and its agencies from any further obligation under this Agreement to maintain the pay status for designated employees while engaged in union business, and the obligations of the State under this Agreement will not be restored by tender of reimbursement by WPEC at any later date or by collection by the State.

This Agreement is effective upon execution by the parties and will terminate on June 30, 2007, unless modified or extended by mutual consent of the parties.

For the Union:

For the State:

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Gregory Georg, President  
Wisconsin Professional  
Employees Council

Date

Karen E. Timberlake, Director  
Office of  
State Employment Relations

Date

**MEMORANDUM OF UNDERSTANDING #5**  
**2005-2007 AGREEMENT**

**Pilot Project for Displaced Workers**

This Memorandum of Understanding (MOU) applies only to those positions deleted as part of a biennial budget, subsequent budget repair bills or other position deletions related to a biennial budget. This pilot MOU modifies Article VIII – Layoff Procedure and is effective with the effective date of the 2005-2007 contract and sunsets on June 30, 2009, regardless of contract extension, unless the parties mutually agreed to extend.

Modified Provisions of Article VIII:

If an appointment in lieu of layoff under 8/3/1 A (transfer), B (demotion), C (bumping) or D (transfer between agencies) is not available, the employee shall have the following transfer or demotion rights or privileges in lieu of layoff.

Prior to filling a bargaining unit vacancy with an individual other than a current state employee, the Employer agrees to the following:

A. The employee shall have the right to transfer or demote 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:

1. The employee must apply for the vacancy by the date indicated in the posting on WISCERS. The closing date for filling a vacant position under WISCERS shall be not less than eight (8) days after electronic publication. A separated employee retains any appointment rights under this MOU as if they had not separated if they applied for the position prior to layoff (see B., below).

2. The employee may transfer if the vacant position is in a classification in the same or counterpart pay range or demote if the classification is in a lower pay range.

3. The employee must meet the basic job qualification requirements required of any new hire for that specific vacant position and be qualified to perform the work after customary orientation and training provided to a newly hired worker for that position.

B. Employees who are separated as a result of layoff shall have the right of restoration 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:

1. The employee must apply for the vacancy by the date indicated in the posting on WISCERS. The closing date for filling a vacant position under WISCERS shall be not less than eight (8) days after electronic publication.

2. The classification of the vacant position is in the same, counterpart, or lower pay range as the classification last held by the employee.

3. The employee must meet the basic job qualification requirements required of any new hire for that specific vacant position and be qualified to perform the work after customary orientation and training provided to a newly hired worker for that position.

4. The employee must have applied for the vacancy within six (6) months of separation as a result of layoff. After the six (6) months, the employee reverts back to their restoration rights and reinstatement privileges under 8/4/1 and 8/5/1 of the Agreement.

C. Employees transferring, demoting or restoring to another agency under these provisions may be placed on permissive probation at the discretion of the appointing authority including lengthened probation if such probation is normally required of all newly appointed individuals to that position. If the employee is terminated for performance reasons while on probation, the termination will be treated as a separation as a result of layoff except that the employee's right of restoration will be to the agency from which he/she transferred or demoted in lieu of layoff. The employee will then be entitled to all restoration rights granted to separated employees under 8/4/1 and all reinstatement privileges under 8/5/1 of the agreement.

D. Exempt from the process provided under A. and B., above, are the following classifications or classification series: Special Agent; Excise Tax Agent; all classifications in the Information Systems occupational area related to the Enterprise classes. The exemption for all classifications in the Information Systems occupational area related to the Enterprise classes will not become effective until July 1, 2007.

**MEMORANDUM OF UNDERSTANDING #6**  
**2005-2007 AGREEMENT**

**LOST VACATION HOURS DUE TO**  
**DELAY IN AGREEMENT IMPLEMENTATION**

Vacation hours lost that would have been carried over due to changes in 6/6/5 will be restored and will be credited as termination/sabbatical leave and recorded on employee check stubs as soon as administratively feasible. Such hours will be credited as termination/sabbatical leave even if an employee is not eligible for termination/sabbatical leave pursuant to other provisions of this Agreement.

**MEMORANDUM OF UNDERSTANDING #7**  
**2005-2007 AGREEMENT**

**LABOR-MANAGEMENT COOPERATION**

The Employer and the Union agree that it is in their mutual interest to create and maintain a strong relationship between Labor and Management at all levels of state government at work sites across Wisconsin.

It is further agreed that the Union and Management will cooperate in a supportive environment to achieve mutually agreed upon results. It is clearly understood by the parties that people want to cooperate and work more effectively and that productivity, performance and effectiveness will improve as the result of improved cooperation. Such cooperation is intended to create opportunities for each employee (whether Union official or Manager, represented or non-represented employee) to work individually and collectively to strengthen and change state government for the better.

It is agreed that the emphasis will be on achieving mutual gain through working together by separating people and personalities from issues and problems, focusing on "interests" rather than "positions" and emphasizing objective rather than personally subjective criteria and data to evaluate and select options.

Finally, it is agreed that in the interest of fostering a strong Labor/Management relationship, all employees will be treated with dignity and respect.

It is with these goals in mind that we ask all appointing authorities and Union officials to take steps toward "institutionalizing" cooperative and collaborative work improvement projects at all levels of state government. It is expected that the parties will identify mutual problems and concerns and will mutually develop action plans for their resolution. Further, it is recommended that project teams, committees, or work groups be created as the need arises to facilitate the problem solving process.

Annually on July 1 a total of two hundred (200) hours without loss of pay shall be granted to the WPEC President for use for coordinating or participating in labor management cooperation projects subject to the following conditions:

- A. No leave shall be granted for less than four (4) hours.
- 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.

The Employer and WPEC may also agree to pilot unique solutions not specifically authorized by other language of this contract, to solve workplace problems.

**MEMORANDUM OF UNDERSTANDING #8**  
**2005 - 2007 AGREEMENT**  
**SICK LEAVE CONVERSION FOR ADD-ON**

The Office of State Employment Relations and the Union will meet at mutual agreeable times to discuss using the employee's base pay plus all add-ons on the date of the employee's retirement, death or layoff from State service in calculating sick leave conversion credits. As appropriate, affected agencies and staff of the Department of Employee Trust Funds shall be invited to participate in those discussions to add their input or technical expertise.

If an agreement between OSER, ETF, an affected agency and the Union is obtained on any add-on conversion issue, OSER and the Union may implement the agreement during the term of the current contract.

**MEMORANDUM OF UNDERSTANDING #9**  
**2005 - 2007 AGREEMENT**

**ADDITIONAL VACATION HOURS DUE TO DELAY**  
**IN AGREEMENT IMPLEMENTATION**

Additional paid annual leave of absence (vacation) credits according to the schedule specified in 12/5/2 shall be credited as termination/sabbatical leave and recorded on employee check stubs as soon as administratively feasible. Such hours will be credited as termination/sabbatical leave even if an employee is not eligible for termination/sabbatical leave pursuant to other provisions of this Agreement.

**APPENDIX A**  
**2005-2007 AGREEMENT**

**Broadband Pay System**

**Section 1            Coverage**

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

**Section 2            Effective Date**

The provisions of Appendix A are effective with the effective date of the Agreement.

**Section 3            Definitions**

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

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

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

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

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

**E.            “Red Circled Pay Rate”** means the base pay rate received by an employee which is above the pay range maximum for the classification of the employee’s position. Employees whose pay has been red circled as a result of a

personnel transaction or other circumstance shall continue to receive their present rate of pay until the pay range maximum exceeds their present red circled pay rate. Such employees shall not be eligible to receive any cumulative pay adjustments, except as authorized in the compensation plan or the appropriate collective bargaining agreement.

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

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

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

## **Section 4 Transaction Pay Adjustments**

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

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

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

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

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

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

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

**D. Pay on Original Appointment**

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

**E. Pay on Promotion**

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

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

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

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

**F. Pay on Voluntary Transfer**

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

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

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

2. Employees who voluntarily transfer to a position in a classification assigned to a higher 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 pay range maximum.

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

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

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

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

3. Employees who are involuntarily transferred, for other than disciplinary purposes, transfer while At-Risk, or who transfer in lieu of layoff to a position in a 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 pay range maximum.

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

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

**I. Pay on Reclassification and Reallocation**

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

2. Regraded employees whose positions are reclassified or reallocated to a 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 pay range maximum.

**J. Pay on Reinstatement or Restoration**

Pay on reinstatement or restoration will be set in accordance with s. ER 29.03(6) or (7), Wis. Admin. Code, respectively, with the following exception. If the appointment maximum corresponding to the position to which the employee is reinstating or restoring is greater than the last rate received plus intervening adjustments, as determined under the applicable section of ch. ER 29, Wis. Admin. Code, the appointing authority may set the employee's pay at a rate not to exceed the appointment maximum. Refer to Section 5.1 for the treatment of Discretionary Compensation Adjustments when determining an employee's pay on reinstatement or restoration.

**K. Pay on Movement of Classification to a Higher Appointment Maximum**

Employees whose positions are allocated to a classification that is moved to a higher appointment maximum 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 pay range maximum.

**L. Reporting Requirements**

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

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

2. OSER will provide the Union office with the Pay on Appointment Report on a quarterly basis within forty-five (45) days of the end of the quarter, and in electronic format. OSER will meet with WPEC to review the Pay on Appointment quarterly report.

**Section 5 Discretionary Compensation Adjustment**

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

**B. Concept.** The DCA is intended to provide the appointing authority with the discretion to provide employees with additional economic recognition. The appointing authority shall only grant DCA's in accordance with the following criteria. The criteria must be applied in a non-discriminatory manner. Written justification must be provided to substantiate the adjustment.

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

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

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

**C. Amount.**

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

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

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

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

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

## **F. DCA Advisory Group**

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

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

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

4. Beginning July 2002, DCA justifications provided to DCA Advisory Groups for review must include the following:

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

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

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

## **G. Reporting Requirements.**

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

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

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

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

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

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

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

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

**Appendix B**  
**PAY SCHEDULE 07: FISCAL & STAFF SERVICES**

**Effective the first pay period following  
the effective date of the contract through June 24, 2006**

**Official Hourly Basis**

<b>Pay Range</b>	<b>Min</b>	<b>Appt Max 1</b>	<b>Appt Max 2</b>	<b>Max</b>	<b>Within Range Step</b>	<b>8% of the Min.</b>
<b>2</b>	23.504	37.658	43.012	51.811	0.706	1.881
<b>3</b>	20.096	31.200	na	42.303	0.603	1.608
<b>4</b>	15.420	24.723	na	34.026	0.463	1.234
<b>5</b>	12.246	19.900	na	27.554	0.368	0.980
<b>30</b>	20.391	na	na	24.357	0.612	1.632
<b>31</b>	25.571	na	na	30.018	0.768	2.046

**Appendix B (Cont.)**  
**PAY SCHEDULE 07: FISCAL & STAFF SERVICES**

**Effective June 25, 2006 through March 31, 2007**

**Official Hourly Basis**

<b>Pay Range</b>	<b>Min</b>	<b>Appt Max 1</b>	<b>Appt Max 2</b>	<b>Max</b>	<b>Within Range Step</b>	<b>8% of the Min</b>
<b>2</b>	23.975	38.412	43.874	52.848	0.720	1.918
<b>3</b>	20.498	31.824	na	43.150	0.615	1.640
<b>4</b>	15.729	25.218	na	34.707	0.472	1.259
<b>5</b>	12.491	20.298	na	28.105	0.375	1.000
<b>30</b>	22.319	na	na	26.365	0.670	1.786
<b>31</b>	27.603	na	na	32.139	0.829	2.209

**Appendix B (Cont.)  
PAY SCHEDULE 07: FISCAL & STAFF SERVICES**

**Effective April 1, 2007 through June 30, 2007**

**Official Hourly Basis**

<b>Pay Range</b>	<b>Min</b>	<b>Appt Max 1</b>	<b>Appt Max 2</b>	<b>Max</b>	<b>Within Range Step</b>	<b>8% of the Min</b>
<b>2</b>	24.515	38.796	44.862	54.038	0.736	1.962
<b>3</b>	20.960	32.541	na	44.121	0.629	1.677
<b>4</b>	16.083	25.786	na	35.488	0.483	1.287
<b>5</b>	12.773	20.757	na	28.740	0.384	1.022
<b>30</b>	22.822	na	na	26.959	0.685	1.826
<b>31</b>	28.225	na	na	32.863	0.847	2.258

**Appendix B (Cont.)**  
**PAY SCHEDULE 07: FISCAL & STAFF SERVICES**

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**Semi-Automatic Pay Progression Structure**

**Effective the first pay period following  
the effective date of the contract through June 24, 2006**

**Special Agent and Excise Tax Agent Schedule**

Range 07-30		Range 07-31	
Min	Max	Min	Max
20.391	24.357	25.571	30.018
progression points:		progression points:	
A	20.391	A	25.571
B	21.714	B	26.684
C	23.035	C	27.794
D	24.357	D	28.905
		E	30.018

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**Appendix B (Cont.)**  
**PAY SCHEDULE 07: FISCAL & STAFF SERVICES**

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**Semi-Automatic Pay Progression Structure**

**Effective June 25, 2006 through March 31, 2007**

**Special Agent and Excise Tax Agent Schedule**

Range 07-30		Range 07-31	
Min	Max	Min	Max
22.319	26.365	27.603	32.139
progression points:		progression points:	
A	22.319	A	27.603
B	23.669	B	28.738
C	25.016	C	29.870
D	26.365	D	31.004
		E	32.139

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**Appendix B (Cont.)**  
**PAY SCHEDULE 07: FISCAL & STAFF SERVICES**

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**Semi-Automatic Pay Progression Structure**

**Effective April 1, 2007 through June 30, 2007**

**Special Agent and Excise Tax Agent Schedule**

Range 07-30		Range 07-31	
Min	Max	Min	Max
22.822	26.959	28.225	32.863
progression points:		progression points:	
A	22.822	A	28.225
B	24.202	B	29.385
C	25.579	C	30.543
D	26.959	D	31.702
		E	32.863

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**APPENDIX C**  
**2005-2007 Agreement**

**Progression Adjustment for Certain WPEC Classifications**

A. Effective Date. The provisions of this appendix are effective July 14, 2002.

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

1. An employee whose base pay rate is equal to or greater than the applicable pay range limitations stated in C., below.

2. An employee who has received an unsatisfactory performance evaluation within six (6) months prior to the granting date. The denial of a progression adjustment based upon unsatisfactory performance is not grievable under Article IV of this Agreement. Employees must be notified of the unsatisfactory performance in writing. The written notification will include:

a. Details of each occurrence of unsatisfactory performance; and

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

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

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

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

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

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

C. Amount

1. An eligible employee in a position allocated to one of the following collapsed classifications will receive a two-time progression adjustment of \$1.20 per hour on the granting date, subject to the pay range 07-03 minimum.

- a. Accountant
- b. Agriculture Auditor
- c. Auditor
- d. Consumer Credit Examiner
- e. Equal Opportunity Specialist
- f. Financial Examiner
- g. Fuel Tax & Registration Auditor
- h. IS Business Automation Analyst
- i. IS Comprehensive Services Professional
- j. IS Data Services Professional
- k. IS Network Services Professional
- l. IS Systems Development Services Professional
- m. IS Technical Services Professional
- n. Mortgage Banking Examiner
- o. Motor Vehicle Program Specialist-Journey
- p. Program and Planning Analyst-Senior
- q. Public Utility Auditor
- r. Revenue Auditor
- s. Revenue Field Auditor
- t. Risk Management Specialist
- u. Securities Examiner
- v. University Grants and Contracts Specialist

2. An eligible employee in a position allocated to one of the following collapsed classifications will receive a one-time progression adjustment of \$1.20 per hour on the granting date, subject to the pay range 07-03 minimum.

- a. Board Steward
- b. Crime Victims Claims Specialist
- c. DOA Program Specialist

- d. Elections Specialist
- e. Emergency Government Specialist
- f. Environmental Coordinator
- g. Grants Specialist
- h. Health Care Rate Analyst
- i. Human Services Program Coordinator
- j. Insurance Examiner
- k. Lottery Customer Service Specialist
- l. Natural Resources Bureau Data Coordinator
- m. Natural Resources Financial Assistance

Specialist

- n. PECFA Program Specialist
- o. Printing Technician
- p. Public Defender Investigator
- q. Real Estate Specialist
- r. Revenue Agent
- s. Revenue Field Agent
- t. Technical Writer
- u. Tourism Specialist Assistant
- v. Trust Funds Specialist
- w. University Benefits Specialist
- x. Workers Compensation Examiner

3. An eligible employee in a position allocated to the following collapsed classification will receive a two-time progression adjustment of \$1.50 per hour on the granting date, subject to the pay range 07-04 appointment maximum.

Insurance Financial Examiner

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

D. Granting Date.

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

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

3. If eligible, an employee whose progression adjustment has been previously denied due to unsatisfactory performance as described in B./2., above, will receive the progression adjustment effective the first day of the first pay period following the employee's receipt of the written satisfactory performance evaluation.

## APPENDIX D

### TRAVEL GUIDELINES

#### MEAL CLAIMS:

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

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

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

#### LODGING

##### IN-STATE LODGING:

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

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

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

## **HIGH-COST OUT-OF-STATE LODGING:**

The Office of State Employment Relations issues a periodic 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 non-availability slip.

All agency fleet managers will ensure that each fleet vehicle has an auto incident kit in the vehicle, which contains forms and instructions for reporting incidents and accidents and a fleet policies and procedures manual.

Upon request of WPEC, representatives of WPEC shall meet with fleet managers of each department to discuss vehicle purchase needs and proposed vehicle specifications. The meeting shall take place prior to the development and submission of proposed vehicle specifications to the Department of Administration. WPEC may also submit a letter to the Department of Administration with the agency fleet manager's response, listing the needs and concerns of the WPEC membership.

### 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 non-availability slip stating there was no fleet vehicle available. If an employee chooses to use a personal vehicle and does not obtain a non-availability slip when required, the mileage is reimbursed at a rate determined by DOA. Non-availability slips are not required when employees do not have access to fleet vehicles in their headquarter city.

Upon request, representatives of WPEC shall meet with representatives of the respective agencies to discuss the application of policies and procedures dealing with the required twenty-four (24) hour notice for non-availability slips.

Employees with a demonstrable medical reason for use of a personal vehicle may apply to the Department of Administration for a waiver of the non-availability slip requirement.

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

## Rental Vehicles:

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

For one (1) or two (2) travelers an economy-size vehicle shall be rented. A larger size vehicle may be rented and fully reimbursed if there are three 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 non-contract 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. Stats., are reimbursable when other modes of travel are not available or practical. However, 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 twenty-five (\$25.00).

## **TRAVEL BY TRAIN, BUS OR PRIVATE PLANE:**

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

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

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

## **MISCELLANEOUS ALLOWABLE EXPENSES**

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

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

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

**Gratuities and Portage:** Necessary gratuities to hotel employees are reimbursable up to two dollars (\$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.

Portage 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 seven dollars and fifty cents (\$7.50) per day representing approximately five (5) liters of bottled water per day at a reimbursement rate of one dollar and fifty cents (\$1.50) per liter, when in international travel status (outside the contiguous U.S.). The total daily bottled water reimbursement cannot exceed seven dollars and fifty cents (\$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 portage costs or allowing a personal attendant to accompany the individual while in travel status.

## MAXIMUM REIMBURSEMENT RATES

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

In state travel in counties other than Milwaukee, Racine and Waukesha: \$62.00

Milwaukee, Racine and Waukesha counties: \$72.00

### 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 per mile when a fleet vehicle is not available and employee obtains a non-availability slip **OR** at a rate determined by DOA when an employee prefers to use a personal vehicle.

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

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

Motorcycle: \$0.212 per mile

Private Airplane: \$0.425 per mile

**EXPENSES NOT REIMBURSABLE\***

- Alcoholic Beverages
- Spouse or family members' travel costs
- Cancellation charges (unless fully justified)
- Lost/stolen cash or personal property
- Personal items, e.g., toiletries, luggage, clothing, etc.
- Traffic citations, parking tickets and other fines

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

- Parking costs at the assigned workplace
- Repairs, towing service, etc., for personal vehicle
- Additional charges for late checkout
- Taxi fares to and from restaurants

Meals included in the cost of registration fees or air fare

- Flight insurance

Pay for view movies in motel room; personal entertainment

- Child care costs and kennel costs

***\*This list is not all inclusive.***

**APPENDIX E**  
**2005-2007 AGREEMENT**

**Supplemental Health Insurance Conversion**  
**Credits Upon Retirement, Layoff, or Death While in State Service**

<b>Years of Seniority</b>	<b>Maximum Matching Credits - General</b>	<b>Maximum Matching Credits - Protective</b>
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

### (For Informational Purposes Only) Employing Units AGENCY UNITS - SINGLE

The following agencies, independent boards and constitutional offices are “single units” for promotions, demotions, transfers, reinstatements, layoffs, and related personnel transactions. Agencies that are on a monthly payroll system and do not tie into the Personnel Management Information System (PMIS) or do not have classified employees are not included on this list.

432.000	Aging and Long Term Care, Board of
215.000	Arts Board, Wisconsin
507.000	Board of Commissioners of Public Lands
433.110	Child Abuse and Neglect Prevention Board
475.000	District Attorneys, Department of
225.000	Educational Communications Board
130.000	Educational Technology Board
510.000	Elections Board, Wisconsin
515.000	Employee Trust Funds, Department of
425.000	Employment Relations Commission, Wisconsin
521.000	Ethics Board, State
445.870	Governor’s Work-Based Learning Board
407.000	Hearing and Appeals, Division of
235.000	Higher Educational Aids Board
245.000	Historical Society, Wisconsin
145.000	Insurance, Office of Commissioner of
701.000	Investment and Local Impact Fund Board
536.000	Investment Board
455.000	Justice, Department of
420.000	Justice Assistance, Office of
140.000	Labor and Industry Review Commission
770.000	Legislative Audit Bureau
330.000	Legislative Reference Bureau
360.000	Lower Wisconsin State Riverway Board
547.000	Personnel Commission, State
150.000	Recycling Market Development Board
165.000	Regulation & Licensing, Department of
775.000	Retirement Research Committee
301.000	Revisor of Statutes Bureau
801.000	Sentencing Commission
545.000	State Employment Relations, Office of
190.000	State Fair Park - Milwaukee
550.000	State Public Defender, Office of
401.000	Tax Appeals Commission
436.130	Tobacco Control Board

121.000	Technology for Educational ACHievement in Wisconsin Board (TEACH)
380.000	Tourism, Department of
800.000	Transportation, Office of Commissioner of
110.000	Trust Lands and Investments, Division of
551.000	University of Wisconsin Hospital and Clinics Board
408.000	Waste Facility Siting Board
399.000	Wisconsin Conservation Corps Board
220.000	Wisconsin National and Community Service Board
292.000	Wisconsin Technical College System Board
302.000	Wisconsin Women's Council

## CONSTITUTIONAL OFFICES

575.000	Office of the Secretary of State
585.000	Office of the State Treasurer

## AGENCY UNITS - MULTIPLE

The following agencies and independent boards have received approval to establish **“multiple employing units”** within their respective agencies for one or more of the following personnel transactions: promotions, transfers, demotions, reinstatements, layoffs, or related personnel transactions.

505.---	Administration, Department of
115.---	Agriculture, Trade and Consumer Protection, Department of
143.---	Commerce, Department of
410.---	Corrections, Department of
141.---	Credit Unions, Office of
144.---	Financial Institutions, Department of
435.---	Health and Family Services, Department of
465.---	Military Affairs, Department of
370.---	Natural Resources, Department of
255.---	Public Instruction, Department of
155.---	Public Service Commission
566.---	Revenue, Department of
395.---	Transportation, Department of
271.--- to 286.---	University of Wisconsin System
485.---	Veterans Affairs, Department of
445.---	Workforce Development, Department of

**APPENDIX G**  
**2005-2007 AGREEMENT**

**ADD-ON PROVISIONS**  
**REVENUE FIELD AUDITOR AND RELATED**

**A. General**

Revenue employees in “covered classification titles” are eligible to receive skill development add-ons in the amounts listed below, for each skill development level satisfactorily mastered. To receive this add-on, an employee must be in one of the covered classification titles and organizational units (covered groups).

**B. Definitions**

1. Eligibility:

To be eligible for the add-on, the employee must be in both a covered classification and a covered organizational unit. Removal from either a covered classification or covered unit will cause immediate termination of the add-on.

2. Supplemental Pay Amounts for Each Skill Level Attained:

Skill Level 1	\$ 1.00/hour
Skill Level 2	\$ 1.00/hour
Skill Level 3	\$ 1.00/hour
Skill Level 4	\$ 1.00/hour

These amounts are considered supplemental pay (i.e., not base pay) and shall be treated as such for all purposes.

3. Covered Classification Titles and Organizational Units:

a. Current classifications eligible for the skill development add-ons include the following job classification titles and corresponding organizational units:

1) Revenue Field Auditor 1–5 -- Audit Bureau, Excise Field Audit Section, Division of Income, Sales & Excise Tax

2) Revenue Field Auditor 3–6 -- Audit Bureau, Field Audit Section-District, Division of Income, Sales & Excise Tax

3) Revenue Field Auditor 5–8 -- Audit Bureau, Field Audit Section-Large Case, Division of Income, Sales & Excise Tax

4) Revenue Field Auditor 5–8 -- Audit Bureau, Technical Services Section, Division of Income, Sales & Excise Tax

5) Revenue Field Auditor 5–8 -- Utility and Special Taxes Bureau, Division of State & Local Finance

6) Revenue Tax Specialist 2–3 -- Fraud Unit, Special Investigations Section, Division of Income, Sales & Excise Tax

7) Revenue Tax Specialist 1–4 -- Administration: Technical Services Section, Division of Income, Sales & Excise Tax

8) Tax Conferee Field Audit/Large Case/Large Case-Senior -- Office of Appeals

9) Revenue Field Auditor 6 – Division of State & Local Finance.

b. Covered classification titles may also include abolished job classification titles provided that Field Auditor or Field Auditor-related skills, such as those utilized under the current job classification titles listed in a., above, were used in that classification. Inclusion of abolished job classification titles as covered classifications will be by mutual agreement of the parties.

c. Covered classification titles may also include newly created job classification titles provided that Field Auditor or Field Auditor-related skills, such as those utilized under the current job classification titles listed in a., above, will be used in that classification. Inclusion of newly created classification titles as covered classifications will be by mutual agreement of the parties.

d. Covered organizational units may also include newly created units, previously unspecified existing units, or units currently listed under 3./a., above, which have been modified or renamed. In order to qualify as a covered organizational unit, the new, previously unspecified existing, or modified/renamed unit(s) must employ covered classifications utilizing Field Auditor or Field Auditor-related skills.

4. Covered Classification Anniversary Date: The anniversary date for computing the minimum qualifying years to receive an add-on will be the first day the employee was employed within any covered classification, within a covered organizational unit. If a covered employee leaves the unit and subsequently becomes reemployed within a covered unit in a covered classification, that employee's covered classification anniversary date will be adjusted as follows:

a. An employee's covered classification anniversary date will be adjusted for absences from employment of more than one hundred seventy four (174) work hours per one year of experience (excluding approved annual leave), approved leaves of absence, layoff, and resignation. Adjustment of the covered classification anniversary date for the aforementioned reasons may be waived at the sole discretion of the appointing authority.

b. "One year of experience" as it relates to the covered classification anniversary date is defined as the twelve (12) month period between the employee's covered classification anniversary date in one year and the covered classification anniversary date in the subsequent year.

5. Dispute Resolution: It is the expressed intent of the parties that implementation and administration of this pay add-on shall be done in a uniform, unbiased manner. If an employee petitions for and is denied an add-on by the supervisor, the denial shall be in writing within fourteen (14) days of the petition with details of why the denial is being made. The written document will include identification of goals and expectations and will specify how expectations are to be accomplished. If the employee does not agree with the reasons given for the denial, the employee has fourteen (14) calendar days to appeal the denial to the Administrator, Division of Income, Sales, & Excise Tax (Administrator). Within fourteen (14) calendar days of receipt of the appeal, the Administrator will meet with the employee to review and discuss the denial of the add-on and to resolve the issue. The fourteen (14) calendar day timeframe for the Administrator/employee meeting may be extended by mutual agreement on a case-by-case basis.

Denials of add-ons shall not be arbitrary and capricious. The denial of an add-on may be grieved, however, the grievance standard that must be met is arbitrary and capricious. The timeframe for filing a grievance begins the day following the Administrator's decision. Appeals of add-on denials under this pilot shall be filed at Step Three of the grievance procedure.

6. Effective Date: An employee may petition his/her supervisor for a review of his/her eligibility for the next add-on up to thirty (30) days prior to or any time after that employee's minimal time requirement for the next add-on. The supervisor will have fourteen (14) calendar days to respond to the petition. If approved, the effective date of the add-on will be the beginning of the pay period following the later of the two dates listed below:

- a. The date the employee meets all eligibility requirements; **or**
- b. The date the petition for review was made by the employee.

7. “In a Satisfactory Manner”: The employee’s supervisor will grade the employee’s field audits and other add-on criteria using current policies and procedures. If the employee receives a grade below “in a satisfactory manner,” the supervisor will explain to the employee, in writing, where the deficiency occurred and how the employee can improve his/her output to meet the “in a satisfactory manner” requirement.

**C. Skill Development Criteria and Implementation**

The add-on will be provided to each eligible employee based on previously established, and mutually agreed upon, criteria and implementation rules.

**D. Administration Provisions**

1. Administrative Provisions. The following special transition provisions apply:

a. If an employee did not qualify for the first add-on upon initial placement, the “minimum of two years of experience” criterion will be satisfied on the employee’s second covered classification anniversary date. For Excise Field Auditors, State and Local Finance Division Auditors, and the Special Investigations Section, actions or investigations completed in a satisfactory manner, from the first date of employment in a position in a covered classification, will be counted towards the minimum number of actions or investigations required to receive the first add-on.

b. If an employee receives the first add-on upon initial placement, the “minimum of two years experience after the effective date of the first add-on” criterion will be satisfied on the employee’s fourth covered classification anniversary date. For Excise Field Auditors, State and Local Finance Division Auditors, and the Special Investigations Section, actions or investigations completed in a satisfactory manner, after the second covered classification anniversary date, will be counted towards the minimum number of actions or investigations required to receive the second add-on. Any actions or investigations counted toward the requirements of the first add-on will not be counted toward the second add-on requirements.

c. If an employee receives the second add-on upon initial placement, the “minimum of three years experience after the effective date of the second add-on” criterion will be satisfied on the employee’s seventh covered classification anniversary date. For Excise Field Auditors, State and Local Finance Division Auditors, and the Special Investigations Section, actions or investigations completed in a satisfactory manner, after the fourth covered classification anniversary date, will be counted towards the minimum number of actions or investigations required to receive the third add-on. Any actions or investigations counted toward the requirements of the first or second add-ons will not be counted

toward the third add-on requirements. Any actions or investigations counted toward the requirements of the first or second add-ons will not be counted toward the third add-on requirements.

d. If an employee receives the third add-on upon initial placement, the “minimum of three years experience after the effective date of the third add-on” criterion will be satisfied on the employee’s tenth covered classification anniversary date. For Excise Field Auditors, State and Local Finance Division Auditors, and the Special Investigations Section, actions or investigations completed in a satisfactory manner, after the seventh covered classification anniversary date, will be counted towards the minimum number of actions or investigations required to receive the fourth add-on. Any actions or investigations counted toward the requirements of the first, second, or third add-ons will not be counted toward the fourth add-on requirements.

2. Movement between Covered Groups: An employee may transfer between covered units within the covered classifications. If currently receiving add-ons, the employee may continue to receive those add-ons as long as his/her position remains in a covered classification. If an employee transfers between covered units and within covered classifications before qualifying for all four add-ons, the employee will qualify for the next add-on by successfully completing the new unit’s add-on requirements beginning at the first level, except that the minimum years of experience will remain the minimum years needed had the employee remained in the previous unit.

**APPENDIX H**  
**2005-2007 Agreement**

**SEMI-AUTOMATIC PROGRESSION ADMINISTRATION**  
**EXCISE TAX AGENTS AND SPECIAL AGENTS**

A. Progression Eligibility: Employees in positions allocated to classifications assigned to pay ranges 07-30 and 07-31 are eligible for semi-automatic progression adjustments except for employees who have received an unsatisfactory performance evaluation prior to the employee attaining the next progression level and who have not received written notification that the unsatisfactory performance has been corrected.

1. Employees must be notified of unsatisfactory performance in writing. The written notification must include:

a. Details of each occurrence of unsatisfactory performance.

b. Identification of goals and expectations stated in terms that are measurable and which specify how expectations are to be accomplished.

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

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

4. The denial of a semi-automatic progression adjustment based upon unsatisfactory performance is not grievable under Article IV of this Agreement.

B. Effective Date.

1. Semi-automatic progression adjustments for eligible employees will be awarded at one (1) year intervals based on the anniversary date of the start date in class series. The time in class series anniversary date will be adjusted for absence from employment of more than one hundred and seventy four (174) work hours in a six (6) month period, approved leaves of absence, layoff, and resignation. Adjustment of the anniversary date for the aforementioned reasons may be waived at the sole discretion of the appointing authority.

2. Semi- automatic progression adjustments will be effective on the first day of the pay period following the employee attaining the next progression interval. If the employee attains the next progression interval on the first day of a pay period, the semi-automatic progression adjustment will be effective on that date.

C. Amount.

1. Denial of a semi- automatic progression adjustment will not be arbitrary and capricious and will be supported by documentation as specified in B.1., above.

2. Except as provided in c. below, on the effective date of the semi-automatic progression adjustment, an employee's base pay rate will be increased to the pay rate which is closest to but greater than the employee's current base pay rate, in accordance with the applicable progression schedule provided Appendix B.

3. If eligible, an employee whose semi-automatic progression adjustment was previously denied due to circumstances described in A. above, will receive an increase to the pay rate which the employee would have attained if the employee would have had satisfactory performance.

**Appendix I**  
**2005-2007 Agreement**

**Classifications and Pay Range Assignments**

CLASSIFICATION	PAY RANGE
ACCOUNTANT	7-04
ACCOUNTANT (UTF SYSTEMS)	7-02
ACCOUNTANT-ADV	7-02
ACCOUNTANT-JOURNEY	7-03
ACCOUNTANT-SENIOR	7-03
ADMINISTRATIVE RULES COORD	7-03
ADMINISTRATIVE SUPPORT ASST	7-04
ADMINISTRATIVE TELECOM SPEC	7-04
AGRICULTURE AUDITOR	7-04
AGRICULTURE AUDITOR 3	7-03
AGRICULTURE AUDITOR 4	7-03
AGRICULTURE AUDITOR 5	7-02
AGRICULTURE PROGRAM SPEC-OBJ	7-04
AGRICULTURE PROGRAM SPEC-SENIOR	7-03
AUDITOR	7-04
AUDITOR (SCHOOL FINANCE)	7-02
AUDITOR (TRANSPR PLAN & REVIEW)	7-02
AUDITOR-ADV	7-02
AUDITOR-JOURNEY	7-03
AUDITOR-SENIOR	7-03
AUDITOR-SENIOR (DHFS)	7-02
BOARD STEWARD	7-04
BUSINESS ENTERPRISE SPECIALIST	7-04
CHILD SUPPORT PROGRAM SPECIALIST 1	7-04
CHILD SUPPORT PROGRAM SPECIALIST 2	7-03
COLLECTIONS SPECIALIST	7-04
COLLECTIONS SPECIALIST-SENIOR	7-03
COMMUNICATIONS SPECIALIST	7-05
COMMUNICATIONS SPECIALIST-ADV	7-03
COMMUNICATIONS SPECIALIST-SENIOR	7-04
COMMUNITY SERVICES ADVOCATE	7-04
COMMUNITY SERVICES SPECIALIST	7-04
COMMUNITY SERVICES SPECIALIST-SEN	7-03
COMMUNITY SVCS TECHNICIAN	7-05
COMMUNITY SVCS TECHNICIAN-SENIOR	7-04
CONSUMER CREDIT EXAMINER	7-04
CONSUMER CREDIT EXAMINER-ADV	7-02

CLASSIFICATION	PAY RANGE
CONSUMER CREDIT EXAMINER-JOURNEY	7-03
CONSUMER CREDIT EXAMINER-SENIOR	7-03
CONTRACTS SPECIALIST	7-05
CONTRACTS SPECIALIST-ADV	7-03
CONTRACTS SPECIALIST-SENIOR	7-04
CORRECTIONS ADMIN SPECIALIST	7-04
CRIME VICTIM CLAIMS SPECIALIST	7-04
DHFS TELECOMMUNICATIONS COORD	7-03
DOA PROGRAM SPECIALIST	7-04
ELECTIONS SPECIALIST	7-04
EMERGENCY GOVERNMENT SPECIALST	7-04
EMERGENCY GOVERNMENT SPECIALST-ADV	7-03
EMERGENCY GOVERNMENT SPECIALST-SEN	7-03
EMPLOYMENT PROGRAMS COORDINATOR	7-04
ENVIR ASSISTANCE COORD	7-03
ENVIR COORDINATOR	7-04
EQUAL OPPORTUNITY SPECIALIST	7-04
EQUAL OPPORTUNITY SPECIALIST-SEN	7-03
EXCISE TAX AGENT	7-30
EXCISE TAX AGENT-SENIOR	7-31
FACILITIES MANAGEMENT SPECIALIST 1	7-04
FACILITIES MANAGEMENT SPECIALIST 2	7-03
FINANCIAL EXAMINER	7-04
FINANCIAL EXAMINER-ADV	7-02
FINANCIAL EXAMINER-JOURNEY	7-03
FINANCIAL EXAMINER-SENIOR	7-03
FLEET OPERATIONS SPECIALIST	7-04
FUEL TAX & REGISTRATION AUDITOR	7-04
GAMING PROGRAM SPECIALIST-ENTRY	7-04
GAMING PROGRAM SPECIALIST-SENIOR	7-03
GRANTS SPECIALIST	7-04
GRANTS SPECIALIST-ADV	7-03
HEALTH CARE RATE ANALYST	7-04
HEALTH CARE RATE ANALYST-ADV	7-03
HEALTH CARE RATE ANALYST-SENIOR	7-03
HUMAN SERVICES AREA COORDINATOR	7-03
HUMAN SERVICES LICENSING SPEC	7-03
HUMAN SERVICES PROGRAM COORD	7-04
HUMAN SERVICES PROGRAM COORD-SEN	7-03
INDUSTRIES PROGRAM SPECIALIST	7-04
INSURANCE EXAMINER	7-04
INSURANCE EXAMINER-ADV	7-02
INSURANCE EXAMINER-JOURNEY	7-03

CLASSIFICATION	PAY RANGE
INSURANCE EXAMINER-SENIOR	7-03
INSURANCE FINANCIAL EXAMINER	7-04
INSURANCE FINANCIAL EXAMINER-ADV	7-02
INSURANCE FINANCIAL EXAMINER-JRNY	7-03
INSURANCE FINANCIAL EXAMINER-SEN	7-03
INSURANCE PROGRAM SPEC	7-04
INSURANCE PROGRAM SPEC-OBJ	7-03
INSURANCE PROGRAM SPEC-SENIOR	7-03
IS BUSINESS AUTOMATION ANALYST	7-04
IS BUSINESS AUTOMATION CONSLT/ADM	7-02
IS BUSINESS AUTOMATION SENIOR	7-03
IS BUSINESS AUTOMATION SPECIALIST	7-02
IS COMPREHENSIVE CONSLT/ADM	7-02
IS COMPREHENSIVE SERVICES PROF	7-04
IS COMPREHENSIVE SERVICES SENIOR	7-03
IS COMPREHENSIVE SERVICES SPEC	7-02
IS DATA SERVICES CONSLT/ADM	7-02
IS DATA SERVICES PROFESSIONAL	7-04
IS DATA SERVICES SENIOR	7-03
IS DATA SERVICES SPECIALIST	7-02
IS ENTRPRS DATA SERVICES SPEC	7-02
IS ENTRPRS DATA SVCS CONSLT/ADM	7-02
IS ENTRPRS NETWORK SERVICES SPEC	7-02
IS ENTRPRS NETWORK SVCS CONSLT/ADM	7-02
IS ENTRPRS STRTGC PLAN SVCS CNS/AD	7-02
IS ENTRPRS STRTGC PLAN SVCS SPEC	7-02
IS ENTRPRS SYSMS DEVMNT SVCS CN/AD	7-02
IS ENTRPRS SYSMS DEVMNT SVCS SPEC	7-02
IS ENTRPRS TECHNICAL SVCS CNS/ADM	7-02
IS ENTRPRS TECHNICAL SVCS SPEC	7-02
IS NETWORK SERVICES CONSLT/ADM	7-02
IS NETWORK SERVICES PROFESSIONAL	7-04
IS NETWORK SERVICES SENIOR	7-03
IS NETWORK SERVICES SPECIALIST	7-02
IS PROFESSIONL IN-TRAINING (A)	7-05
IS PROFESSIONL IN-TRAINING (B)	7-04
IS SYSTMS DEVMNT SERVICES CNS/ADM	7-02
IS SYSTMS DEVMNT SERVICES PROF	7-04
IS SYSTMS DEVMNT SERVICES SENIOR	7-03
IS SYSTMS DEVMNT SERVICES SPEC	7-02
IS TECHNICAL SERVICES CONSLT/ADM	7-02
IS TECHNICAL SERVICES PROF	7-04
IS TECHNICAL SERVICES SENIOR	7-03

CLASSIFICATION	PAY RANGE
IS TECHNICAL SERVICES SPECIALIST	7-02
JUSTICE DATA NETWORK SPECIALIST	7-03
LICENSING EXAMINATION SPEC	7-04
LICENSING EXAMINATION SPEC-SEN	7-03
LOTTERY CUSTOMER SERVICE SPEC	7-04
LOTTERY CUSTOMER SERVICE SPEC-SEN	7-04
LOTTERY GAME & DRAWINGS SPECIALIST	7-04
MARKETING SPECIALIST	7-04
MARKETING SPECIALIST-SENIOR	7-03
MEDICAID PUBLICATIONS COORDINATOR	7-03
MILITARY FUNERAL HONORS PROG COORD	7-04
MORTGAGE BANKING EXAMINER	7-04
MORTGAGE BANKING SPECIALIST	7-03
MOTOR VEHICLE PROGRAM SPEC	7-05
MOTOR VEHICLE PROGRAM SPEC-ADV	7-03
MOTOR VEHICLE PROGRAM SPEC-SEN	7-04
MULTI MEDIA FACILITIES COORDINATOR	7-04
NAT RES BUREAU DATA COORDINATOR	7-04
NAT RES FINANCIAL ASSTNC SPEC	7-04
NAT RES FINANCIAL ASSTNC SPEC-SEN	7-03
NAT RES LIAISON SPECIALIST	7-03
NAT RES PROGRAM SPECIALIST 1	7-04
NAT RES PROGRAM SPECIALIST 2	7-03
PARALEGAL-ADV	7-03
PARALEGAL	7-04
PAYROLL & BENEFIT SYSTMS COORD	7-04
PAYROLL & BENEFIT SYSTMS COORD-SEN	7-03
PECFA PROGRAM SPECIALIST	7-04
PECFA PROGRAM SPECIALIST-SENIOR	7-03
PRINTING TECHNICIAN	7-04
PROCUREMENT SPECIALIST	7-04
PROCUREMENT SPECIALIST-OBJ	7-03
PROCUREMENT SPECIALIST-SENIOR	7-03
PROGRAM AND PLANNING ANALYST	7-05
PROGRAM AND PLANNING ANALYST-ADV	7-03
PROGRAM AND PLANNING ANALYST-SEN	7-04
PROPERTY ASSESSMENT CHIEF TRNG OFR	7-03
PROPERTY ASSESSMENT PRAC SPEC	7-04
PROPERTY ASSESSMENT PRAC SPEC-JRNY	7-03
PROPERTY ASSESSMENT PRAC SPEC-SEN	7-03
PROPERTY ASSESSMENT SPEC	7-04
PROPERTY ASSESSMENT SPEC-ADV	7-03
PROPERTY ASSESSMENT SPEC-JOURNEY	7-03

CLASSIFICATION	PAY RANGE
PUBLIC DEFENDER INVESTIGATOR	7-04
PUBLIC DEFENDER INVESTIGATOR-SEN	7-03
PUBLIC UTIL AUDITOR	7-04
PUBLIC UTIL AUDITOR - <u>ADVANCED</u>	7-02
PUBLIC UTIL AUDITOR - <u>CONSULTANT</u>	7-02
PUBLIC UTIL AUDITOR - <u>PRINCIPAL</u>	7-02
PUBLIC UTIL AUDITOR - <u>SENIOR</u>	7-03
PUBLIC UTIL FINCL ANALYST	7-04
PUBLIC UTIL FINCL ANALYST-ADV	7-02
PUBLIC UTIL FINCL ANALYST-JOURNEY	7-03
PUBLIC UTIL FINCL ANALYST-PRINCPL	7-02
PUBLIC UTIL FINCL ANALYST-SENIOR	7-03
PUBLICATIONS EDITOR	7-05
PUBLICATIONS EDITOR 3	7-04
PUBLICATIONS EDITOR 4	7-03
PURCHASING AGENT	7-04
PURCHASING AGENT-OBJ	7-04
PURCHASING AGENT-SENIOR	7-03
QUALITY ASSURANCE PROG SPEC	7-04
QUALITY ASSURANCE PROG SPEC-SENIOR	7-03
REAL ESTATE SPECIALIST	7-04
REAL ESTATE SPECIALIST-ADV	7-03
REAL ESTATE SPECIALIST-SENIOR	7-03
RECORDS/FORMS MANAGEMENT SPEC	7-04
RECORDS/FORMS MANAGEMENT SPEC-SEN	7-03
REGULATORY SPECIALIST	7-04
REGULATORY SPECIALIST-SENIOR	7-03
REVENUE AGENT	7-04
REVENUE AGENT 3	7-03
REVENUE AGENT 4	7-03
REVENUE AUDITOR	7-04
REVENUE AUDITOR 3	7-03
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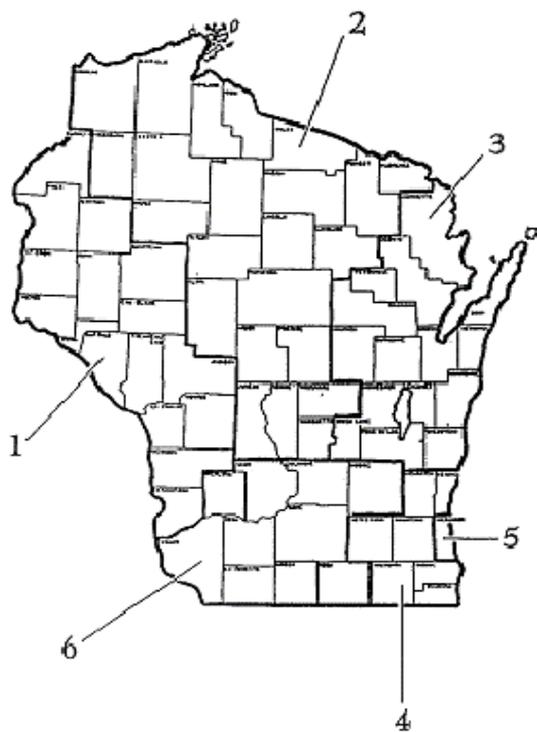
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