

**AGREEMENT**

**between the**

**STATE OF WISCONSIN**

**and the**

**WISCONSIN STATE ATTORNEYS  
ASSOCIATION**

**May 17, 2003 - June 30, 2003**

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## **AGREEMENT**

This Agreement made and entered into at Madison, Wisconsin, pursuant to the provisions of ss. 111.80-111.97, Wis. Stats., and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer) represented by the Department of Employment Relations and the Wisconsin State Attorneys Association, Inc., (hereinafter referred to as the Association) as the representative of employees classified as attorneys employed by the State of Wisconsin.

### **PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of ss. 111.80-111.97, Wis. Stats., consistent with the legislative authority contained therein, and provides for orderly and constructive employment relations in the public interest and in the interests of employees hereby covered and the State as an Employer.

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

## **ARTICLE I**

### **SCOPE OF THE AGREEMENT**

**1/1/1** This Agreement relates only to state employees classified as Attorney in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission, Certification Case XXXIII No. 16403 SE-65 Decision No. 11640 dated March 26, 1973, and as amended.

## ARTICLE II

### RECOGNITION AND ASSOCIATION SECURITY AND RIGHTS

#### Section 1 Bargaining Units

2/1/1 The Employer recognizes the Association as the exclusive collective bargaining agent for all employees classified as Attorney.

2/1/2 Where the Association questions positions as to their supervisory, confidential or management status and is unable to reach agreement with management, the bargaining unit status of the positions shall be submitted to the Wisconsin Employment Relations Commission for final resolution.

2/1/3 The Employer will give the Association advance notice of the creation of any attorney position identified as confidential, supervisor or management. The Employer will also give advance notice of the reallocation or reclassification of any existing bargaining unit position to a class not included in the bargaining unit.

#### Section 2 Association Activity

2/2/1 Bargaining unit employees or Association officers shall not conduct any Association activity or Association business on State time except as authorized by specific provisions of this Agreement.

2/2/2 Association officers and representatives shall be allowed to use State telephone facilities for Association business. Such use shall not obligate the Employer for payment of long distance or toll charges.

#### Section 3 Dues and Fair Share Deduction

2/3/1 A. Dues Deduction: Upon receipt of a voluntary written individual order from employees covered by this Agreement, the Employer will deduct from the pay due such employee those dues required as the employee's voluntary membership in the Association. The voluntary written individual orders will be on forms provided by the Association that are consistent with this Agreement.

2/3/2 Such orders shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. New individual orders will be submitted on or before the 25th day of any month for deduction the following pay period. 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, B and C 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 Association.

**2/3/3** New authorization cards must be submitted as indicated above by employees transferring between departments and/or returning after a leave of absence without pay in excess of twelve (12) months. The Employer will remit all such deductions and a list of employees who had such deductions to the Association Treasurer within ten (10) days after the payday covering the pay period of deduction.

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

**2/3/5** B. Fair Share Deduction: Where a fair share certification is authorized by the Wisconsin Employment Relations Commission, the Employer agrees to deduct a "fair share" charge for the cost of the collective bargaining process and contract administration from the earnings of the employees in the unit who are not exempt from fair share by operation of deduction for the Association's membership dues as evidenced by an appropriate written order by an employee for deduction of those membership dues. The fair share charge will be a proportionate amount of the dues otherwise required of members of the Association. The Employer will be given at least thirty (30) days advance notice in writing of any changes in fair share deduction amount for such changes to be effective at the next feasible administrative pay date.

**2/3/6** The Association agrees to certify to the Employer only such proportionate fair share costs as are proper under law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and federal and state courts of competent jurisdiction in this regard. The Association will inform the Employer of any change in the amount of such fair share costs and certify that any such change of amount is proper under law. As part of its certification to the Employer of any proper fair share costs, the Association will provide to the Department of Employment Relations, Bureau of Labor Relations, the same financial statement required by law to be provided to employees explaining the apportionment of fair share costs.

**2/3/7** Fair share deductions will be made from the appropriate 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 will be evenly divided between the A and B pay periods. 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 and life insurance. The Employer will remit all such deductions and a list of employees who had such deduction to the Association Treasurer within ten (10) days after the payday covering the pay period of deduction. The list will include the department, employing unit, name, and the amount deducted.

**2/3/8** The Association will provide employees subject to fair share deduction, regardless of Association membership, with an internal mechanism within the Association, consistent with the requirements of state and federal law, including notice, which will allow employees the right to challenge the propriety of the fair share amount certified by the Association as the cost of representation allowed under law and which will provide for a reasonably prompt decision by an impartial decision maker regarding any such challenge. Such internal mechanism will also provide for the interest bearing escrow of any disputed fair share amounts and for the timely rebate of any and all monies to which employees are entitled as a result of a successful challenge to the Association's certified fair share amount. The Association will provide to the Employer a copy of its procedures for these requirements and any changes.

**2/3/9** The Employer's duties with respect to the deduction of fair share from the earnings of employees under this section will be contingent upon the Association's fulfillment of its obligations under this section and the law.

**2/3/10** C. Special Deductions: Upon submission of an individual voluntary special authorization on forms agreed to by the Employer and provided by the Association, the Employer will deduct from the pay due such employee the regular dues required for twenty six (26) payroll periods instead of twenty four (24) payroll periods per year. The special authorization may be terminated at any time upon thirty (30) days written notice to the Employer.

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

**2/3/12** E. Indemnification: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs and attorney fees, which may arise out of, or occur by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section and in reliance on any lists or certifications which have been furnished to the Employer pursuant to this Article.

#### **Section 4 Association-Management Meetings**

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

A. Discuss the administration of the Agreement;

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

C. Disseminate general information of interest to the parties;

D. Give Association representatives the opportunity to express their views or make suggestions on subjects of interest to employees of the bargaining unit including, but not limited to, facilities, accommodations, alternative work patterns, and supportive services.

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

#### **Section 5 Printing of the Agreement**

**2/5/1** The Employer agrees to print the Agreement after proof and initial of each page by the Association. The Association shall reimburse the Employer fifty percent (50%) of the cost of printing the Agreement. The Association shall distribute copies of this Agreement to the employees presently covered by this Agreement. The Employer shall distribute copies to all employees subsequently hired within the unit.

## **Section 6 Employee Lists**

**2/6/1** The Employer agrees to furnish to the Association once every three (3) months a list of employees in the bargaining unit. The list will show the names, seniority date, hourly base rate, department, employee designated mailing addresses and classifications of the employees involved. The parties agree that the above lists are for informational purposes only.

## **Section 7 Bulletin Boards**

**2/7/1** The Employer agrees to provide space on designated bulletin boards sufficient to allow the Association to post two (2) 8-1/2" x 11" notices. Such space on bulletin boards will be at mutually agreed upon locations. All notices shall be posted by the Association's President or his/her designee and shall relate to the matters listed below:

- A. Association recreational and/or social affairs;
- B. Association appointments;
- C. Association elections;
- D. Results of Association elections;
- E. Association meetings;
- F. Any other material authorized by the Employer or his/her designee and the President of the Association or his/her designee.
- G. Other matters of interest to Association members, provided that no political campaign literature or material detrimental to the Employer or the Association shall be posted.

## **Section 8 Mail Service**

**2/8/1** The Association shall be allowed to use the existing interdepartmental and/or intradepartmental mail system of the State of Wisconsin for a maximum of two membership mailings per month. The Employer shall be held harmless for the delivery and security for such mailings. The content of such mailings shall relate to the matters listed below:

- A. Association recreational and or social affairs;
- B. Association appointments;
- C. Association elections;
- D. Results of Association elections;
- E. Association meetings;
- F. Rulings or policies of other organizations with which the Association is affiliated;
- G. Reports of Association standing committees, and other matters of interest to Association members, and;

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

**Section 9 E-Mail**

2/9/1 Union officers and representatives may use their existing state assigned e-mail for communication concerning official union business related to state employment. Members may use their existing state assigned e-mail for communications with their officers and representatives concerning official union business related to state employment. Such use shall not interfere with or disrupt normal business. No political campaign literature or material detrimental to management or the union shall be distributed. This provision shall expire with the expiration of the 2001-2003 agreement.

## 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 agency, and that all management rights repose in management. However, such rights must be exercised consistent with the other provisions of this Agreement.

**3/1/2** These management rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the agency.
- C. To hire, promote, transfer, assign or retain employees in positions within the agency.
- D. To establish reasonable work rules and rules of conduct.
- E. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- F. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and/or nonproductive.
- G. To determine the mission of the agency and to carry out its programs and the methods and means necessary to efficiently fulfill that mission and those programs including the contracting out for or the transfer, alteration, curtailment or discontinuance of any programs or services.

**3/1/3** It is understood and 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 policies, practices and procedures of the civil service merit system relating to:

- A. Original appointments and promotions specifically including recruitment, examinations, certifications, appointments, 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.

**3/1/4** The provisions of this Article shall not be used for the purpose of undermining the Association or discriminating against any of its members.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 1 Definition

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

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

**4/1/3** An employee may choose to have his/her designated Association 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 Association, the Employer representative to whom such grievance is brought shall immediately notify the designated Association representative and no further discussion shall be had on the matter until the designated Association representative has been given notice and an opportunity to be present. Individual employees or groups of employees shall have the right to present grievances in person or through other non-Association representatives of their own choosing at any step of the grievance procedure including arbitration, provided that the designated Association representative has been afforded the opportunity to be present and to participate and that any settlement reached is not inconsistent with the provisions of this Agreement.

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

#### Section 2 Steps

**4/2/1 Step One:** Within seven (7) calendar days of receipt of the written grievance from the employee or his/her representative, the immediate supervisor shall schedule a conference with the employee and his/her representative to hear the grievance and return a written answer to the employee and his/her representative within seven (7) days of the conference.

**4/2/2 Step Two:** If dissatisfied with the supervisor's answer 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 answer in Step One. The appropriate agency representative(s) shall confer with the employee and his/her representative and a representative of the Wisconsin State Attorneys Association (as the Association may elect) and attempt to resolve the grievance. A written answer shall be placed on the grievance following the conference by the appropriate agency representative and returned to the employee and his/her representative within fourteen (14) calendar days from receipt of the appeal to the agency representative. (Steps One and Two may be combined in those situations where the immediate supervisor and the designated agency representative are the same person. Where the steps are combined, the time limits of Step One shall apply.)

**4/2/3 Step Three:** If dissatisfied with management's answer in Step Two, to be considered further, the grievance must be appealed to the designee of the appointing authority (i.e., Division Administrator, Bureau Director or personnel office) within seven (7) calendar days from receipt of the answer in Step Two. The designated agency representative(s) shall confer with the employee and/or his/her representative(s) and a representative of the Wisconsin State Attorneys Association (as the Association may elect) to discuss and attempt to resolve the grievance. Following this conference, the written answer of the agency with reasons therefor shall be placed on the grievance by the Appointing Authority or his/her designee and returned to the grievant and his/her representative, within twenty-one (21) calendar days from receipt of the appeal to Step Three.

**4/2/4 Step Four:** Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within thirty (30) calendar days from the date of the agency's answer in Step Three, except grievances involving discharge or claims filed under Article V, Section 11 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 in the Third Step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

**4/2/5** For the purpose of selecting an impartial arbitrator, the parties will meet 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 parties or party, acting jointly or separately, shall 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.

**4/2/6** Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing, including a court reporter if requested by either party, will be shared equally by the parties. Each of the parties shall bear the cost of their own witnesses except that state employees called as witnesses shall be in pay status and their pay shall not be taxed to either party where the arbitrator rules their testimony is relevant; however, the Employer is not required to pay any overtime or travel expense of any such witness. On grievances where the arbitrability of the subject matter is an issue, the arbitrator shall determine the question of arbitrability prior to his/her hearing the merits of the grievance. The arbitrator shall only have authority to determine compliance with the provisions of this Agreement. Where a question of ethics is raised, the decision of the State Bar Committee on Professional Ethics shall be final and binding on the arbitrator on the question of ethics. 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 Association or the Employer any matters which were not obtained in the negotiation process. The arbitrator shall render a decision within thirty (30) calendar days following the hearing if no briefs are filed or within thirty (30) calendar days of receipt of the briefs submitted by the parties.

**4/2/7** The decision of the arbitrator will be final and binding on both parties to this Agreement.

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

## **Section 4 Representation**

**4/4/1** An employee may consult with his/her Association representative during working hours relative to a grievance matter for a reasonable period of time, provided that there is no unreasonable interference with work operations and the supervisor is notified of the employee's location. At the employee's request, where necessary because of locations or assignment, the employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with his/her Association representative through the Association representative's supervisor.

## **Section 5 Retroactivity**

**4/5/1** Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than thirty (30) 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. A retirement shall not be considered a voluntary termination for purposes of this provision.

## **Section 6 Grievance Representatives**

**4/6/1** The Association shall designate a total of fifteen (15) grievance representatives for the bargaining unit who are members of the bargaining unit. The Association shall notify the Employer in writing of the names of the grievance representatives and shall mutually establish jurisdictional areas within thirty (30) calendar days after the effective date of this Agreement. Any proposed changes thereto will be forwarded to the Employer by the Association.

## **Section 7 Exclusive Procedure**

**4/7/1** The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure or appeal procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

## **Section 8 Processing Grievances**

**4/8/1** Grievance representatives and grievants shall be permitted a reasonable amount of time to prepare and process grievances or potential grievances during their regularly scheduled hours of employment. Association officers who are members of the bargaining unit shall have the right to file an Association grievance and a group grievance when any provision under this contract is alleged to have been violated or when the Employer's interpretation of such provisions leads to a controversy with the Association over the application of those provisions. Association grievances must be so designated at the initial step and must comply with all other requirements of Article IV.

**4/8/2** Grievances which cover more than one (1) employee under like circumstances and facts are group grievances and must be so designated at the initial step of the grievance procedure. A group grievance must set forth the names, classifications and departments of the employees covered by the group grievance. Relief is restricted to those employees identified by name, classification and department in the group grievance. Unless the Employer agrees otherwise, only one grievant at any given step, designated as spokesperson for the group, shall participate without loss of pay in the grievance conference. Group grievances must comply with all other requirements of Article IV, except that the signature of the listed grievants is not required.

**4/8/3** The Employer is not responsible for any compensation of employees or Association representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is also not responsible for any travel or subsistence expenses incurred by grievants or Association representatives in the processing of grievances.

## **Section 9 Discipline**

**4/9/1** The parties recognize the authority of the Employer to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Appeal of a disciplinary reduction in pay, demotion, suspension, or discharge, shall begin with the Third Step of the grievance procedure. Appeal of a written reprimand and other discipline of record shall begin with the First Step of the grievance procedure.

**4/9/2** The Employer shall notify the employee in writing of the imposition of any discipline, excluding verbal reprimands, with the reasons therefor prior to the discipline.

## **Section 10 Exclusion of Probationary Employees**

**4/10/1** Notwithstanding Section 9 above, the retention or release of probationary employees shall not be subject to the grievance procedure.

## ARTICLE V

### WAGES AND EMPLOYEE BENEFITS

#### Section 1 Movement Through Pay Ranges

##### 5/1/1 Classification and Assignment and Reassignment

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

##### 5/1/2 Multiple Pay Adjustments

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

##### 5/1/3 Pay Status Upon Reallocation or Reclassification

For the purpose of determining an employee's pay status after reallocation or reclassification of his/her position, the parties agree to incorporate the provisions of s. ER 29.03(3), Wis. Adm. Code, unless specifically modified by this Agreement. Nothing in this Agreement shall limit or affect in any way any requests for reclassification which predate the effective date of this Agreement.

#### Section 2 Wage Adjustments

##### 5/2/1 A. Fiscal Year 2001-2002

Effective the first day of pay period following the effective date of the Agreement, the Employer agrees to provide employees covered by this Agreement the wage adjustments in the order as set forth below:

##### 1. General Wage Adjustment:

Employees in pay status on the effective date of the Agreement shall receive a General Wage Adjustment in the amount of \$0.385 per hour (subject to the 2001-2002 pay range maximum in Appendix B/II.). Any employee who is not eligible to receive any or all of the General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Lump Sum Payment equal to the difference between the amount actually received and \$0.385, multiplied by 2088, (pro-rated by budgeted FTE on the effective date).

2. Pay Schedule in Appendix B./II. is implemented.

B. Fiscal Year 2002-2003

Employer agrees to provide employees covered by this Agreement the wage adjustments in the order as set forth below:

1. General Wage Adjustment Effective the First Day of the Pay Period Following the Effective Date of the Agreement.

Employees in pay status on the effective date of the Agreement shall receive a General Wage Adjustment in the amount of \$0.778 per hour (subject to the 2002-2003 pay range maximum in Appendix B./III). Any employee who is not eligible to receive any or all of this General Wage Adjustment due solely to the pay range maximum limitation will be eligible to receive an Annualized Lump Sum Payment equal to the difference between the amount actually received and \$0.778, multiplied by 2088 (pro-rated by budgeted FTE on the effective date).

2. Pay Schedule in Appendix B./III. is implemented

3. Market Adjustment Effective the First Day of the Pay Period Following the Effective Date of the Agreement.

Employees in pay status on the effective date of the Agreement are eligible to receive a market adjustment and will have their base pay rate adjusted, based on their base pay rate as of July 1, 2001, in accordance with the following table:

<u>Base Pay Rate on July 1, 2001</u>	<u>Adjustment Amount</u>
<u>\$25.000 or less</u>	<u>\$0.804 per hour</u>
<u>\$25.001 to \$47.430</u>	<u>\$0.712 per hour</u>
<u>\$47.431 to \$47.880</u>	<u>an adjustment to the 6/30/02 range maximum</u>

(If the employee is not in the bargaining unit on July 1, 2001, the initial base pay rate upon hire into the bargaining unit is used).

The new base pay rate as a result of the market adjustment received is subject to the June 30, 2002, pay range maximum (Appendix B./III.). No annualized lump sum payment is provided for employees who, as a result of the market adjustment above, are limited to the June 30, 2002 pay range maximum.

4. Merit Generation and Distribution Effective the First Day of the Pay Period Following the Effective Date of the Agreement.

a. Effective the first day of the pay period following the effective date of the Agreement, each employee in pay status, with the exception of any employee who is serving the first six (6) months of an original appointment, shall generate \$1,009 per hour for merit.

b. Each eligible employee will be considered for a merit increase based on the employee's performance, as evaluated by the Employer. The employee's base pay rate after the merit increase is granted is subject to the FY 2002-2003 pay range maximum of the pay schedule set forth in Appendix B./IV.

c. Neither the amount of the merit increase granted nor the evaluation is grievable, except by an employee who is granted less than sixty-five percent (65%) of the merit amount generated by the employee. An employee who is granted a merit increase of less than sixty-five percent (65%) of the merit amount generated by the employee may grieve only the reasonableness of the amount of the merit increase granted.

d. The Employer will distribute all monies generated to bargaining unit employees, if the department has two (2) or more bargaining unit employees eligible for a merit increase. In implementing the merit distribution, each department will exercise reasonable discretion.

5. Pay Schedule Appendix B./IV. is implemented.

5/2/2 Annualized Lump Sum Merit Payment

A. On the effective dates of the merit increase provided under 5/2/1/B./4., any employee, who is otherwise eligible for a merit increase, will be granted an annualized lump sum merit payment, as calculated in C., below, if either of the following conditions apply:

1. The employee could not receive a merit increase due solely to the pay range maximum limitation.

2. The employee is granted a merit increase, but the amount granted was less than the merit increase amount determined appropriate by the Employer due solely to the pay range maximum limitation.

B. The amount of any annualized lump sum merit payment is subject to the restrictions under 1. and 2., below:

1. For employees who qualify for an annualized lump sum merit payment under the circumstances described in A./1., above, the hourly amount used in determining the payment will equal the amount of merit increase the

Employer would have granted the employee (subject to the restriction set forth in 5/2/1/B./4.), if the employee could have received a merit increase.

2. For employees who qualify for an annualized lump sum merit payment under the circumstances described in A./2., above, the hourly amount used in determining the payment will equal the difference between the merit increase the Employer would have granted the employee (subject to the restrictions set forth in 5/2/1/B./4.) and the merit increase received as a base pay adjustment by the employee.

C. Annualized lump sum merit payments will be calculated by multiplying the hourly merit increase amount determined to be appropriate for the employee in accordance with B./1. or B./2., above, by 480 for the adjustment according to 5/2/1/B./4. For permanent part-time employees, lump sum merit payments will be prorated on the basis of the employee's budgeted percentage of Full-Time Equivalency (FTE) on the effective date of the merit increase.

D. The sum of the hourly amounts used as the basis for determining any annualized lump sum merit payments granted will be subtracted from the corresponding merit increase funds generated pursuant to 5/2/1/B./4./a.

E. Any employee who is on an unpaid leave of absence (LOA) as of the effective date of the merit increase and who qualifies for an annualized lump sum merit payment will be granted an annualized lump sum merit payment subject to the following restrictions:

1. The employee must return from the LOA to pay status in a position in the bargaining unit during the term of the Agreement.

2. The employee will not receive a lump sum merit payment until he or she has returned to pay status in a position in the bargaining unit.

3. The hourly merit increase amount used to determine an employee's annualized lump sum merit payment will be limited to the amount that would have been generated by the employee under 5/2/1/B./4./a.

### **Section 3 Pay Administration**

**5/3/1** The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered by this Agreement at the beginning date of the pay period nearest the statutory or administrative date of said adjustments.

**5/3/2** Pay administration will be in accordance with Appendix C, except where specifically modified by this Agreement.

5/3/3 An employee's "base pay" or "base pay rate" means the employee's pay rate, excluding any supplemental pay.

**Section 4 Employees Not Eligible for the FY 2001-2002 or FY 2002-2003 Wage Adjustments and Lump Sum Payments**

5/4/1 Those employees who have previously been considered for or have received a FY 2001-2002 or 2002-2003 wage adjustment or corresponding lump sum payment will not be eligible for the wage adjustment(s) as set forth in 5/2/1/A. or 5/2/1/B./1. of this Article.

**Section 5 Lump Sum Wage Payments to Compensate for the Delay in FY 2001-2002 or 2002-2003 Wage Adjustments**

5/5/1 A. A lump sum payment will be paid to each employee who receives a FY 2001-2002 wage adjustment provided for in 5/2/1/A. This lump sum payment will be equal to the total hourly amount an employee receives as a FY 2001-2002 base pay adjustment according to 5/2/1/A., multiplied by the employee's hours in pay status in a position in the bargaining unit from July 1, 2001 to the effective date of the Agreement.

B. A lump sum payment will be paid to each employee who receives a FY 2002-2003 wage adjustment provided for in 5/2/1/B./1. This lump sum payment will be equal to the total hourly amount an employee receives as a base pay adjustment according to 5/2/1/B./1., multiplied by the employee's hours in pay status in a position in the bargaining unit from June 30, 2002, to the effective date of the Agreement.

C. A lump sum payment will be paid to each employee who receives a FY 2002-2003 market adjustment provided for in 5/2/1/B./3. This lump sum payment will be equal to the total hourly amount an employee receives as a market adjustment according to 5/2/1/B./3., multiplied by the employee's hours in pay status in a position in the bargaining unit from December 29, 2002, to the effective date of the Agreement.

D. A lump sum payment will be paid to each employee who receives a FY 2002-2003 merit increase provided for in 5/2/1/B./4. This lump sum payment will be equal to the total hourly amount an employee receives as a merit increase according to 5/2/1/B./4., multiplied by the employee's hours in pay status in a position in the bargaining unit from April 6, 2003, to the effective date of the Agreement.

E. The lump sum payments provided in A. through D. of this section will be paid in a separate check as soon after the effective date of the Agreement as is administratively feasible.

F. Any employee who is on an unpaid leave of absence (LOA) as of the effective date of the Agreement will be granted the lump sum wage payment provided under A. through D. of this section, subject to the following restrictions:

1. The employee must return from the LOA to pay status in a position in the bargaining unit during the term of this Agreement.

2. The employee will not receive a lump sum wage payment under this Section until he or she returns to pay status in a position in the bargaining unit.

## **Section 6 Health Insurance**

**5/6/1** A. The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on August 18, 1983, are comparable in benefit levels and shall be considered as examples of comparability.

**5/6/2** B. The Employer agrees to pay ninety percent (90%) of the gross premium for the single or family standard health insurance plan offered to State employees by the group insurance board or one hundred and five percent (105%) of the gross premium of the alternative qualifying plan offered under s. 40.03(6), Wis. Stats., that is the least costly qualifying plan within the county in which the alternate plan is located, whichever is lower, but not more than the total amount of the premium. Employer contributions for employees who select the standard plan shall be based on their county of residence. Qualifying health insurance plans shall be determined in accordance with the standards established by the group insurance board.

**5/6/3** C. The Employer agrees to pay fifty percent (50%) of the above listed contribution amounts for insured employees in permanent part time or project positions defined under s. 230.37, Wis. Stats., who are appointed to work for at least six hundred (600) but less than one thousand and forty four (1044) hours per year.

**5/6/4** D. The Employer agrees to continue in effect the Health Maintenance Program in those counties in which there are no approved alternative plans.

**5/6/5** E. An employee who is laid off or on approved leave of absence without pay may continue his/her group health insurance and dental insurance, if

dental insurance is provided, for a period not to exceed thirty-six (36) calendar months while on layoff status or leave without pay status, provided the employee prepays on a quarterly basis the entire amount of the premium for the plan he/she is participating in.

## **Section 7 Life Insurance**

**5/7/1** A. The Employer agrees to continue in effect substantially the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin, Group Insurance Board.

**5/7/2** B. The Employer agrees to continue in effect substantially the present administration of the Group Life Insurance Plan provided under the provisions of Chapter 40, Wis. Stats.

**5/7/3** C. The Employer agrees to pay the difference between the employee contribution and total premium.

## **Section 8 Income Continuation Insurance**

**5/8/1** 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 9 Employee Funded Reimbursement Account (ERA)**

**5/9/1** The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee Funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

## **Section 10 Sick Leave**

**5/10/1** A. The Employer agrees to provide a sick leave plan as follows:

1. Effective the beginning of the pay period following the effective date of the amended 1997-99 Agreement, the sick leave accrual rate increases to .0625 hour of sick leave for each hour in pay status not to exceed five (5) hours of sick leave accrued in any biweekly pay period.

2. 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.

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

4. On the effective date of the new sick leave accrual rate, as set forth in A./1., above, the sick leave balances of all employees in pay status in a bargaining unit position on that date, and the sick leave balances of all former employees who retired or were laid off from a position in the bargaining unit, during the period from July 6, 1997, to the effective date of the new sick leave accrual rate, will be recomputed at the new sick leave accrual rate based on the number of hours in pay status in a bargaining unit position during the period from July 6, 1997, to the effective date of the new sick leave accrual rate. Employees who begin an unpaid leave of absence on or after July 6, 1997, and before the effective date of the new sick leave accrual rate will have their sick leave balances recomputed in like manner upon their return to a bargaining unit position during the life of the 1997-99 Agreement. Any additional sick leave earned as a result of the increase in the sick leave accrual rate will be credited to the employee's sick leave balance on the effective date of the new sick leave accrual rate and will be available for prospective use only, except that employees who retired or were laid off from a bargaining unit position after July 6, 1997, and before the effective date of the new sick leave accrual rate may use the additional sick leave credits for the payment of health insurance premiums in the same manner as any sick leave credits that were available to them for that purpose at the time of retirement or layoff.

**5/10/2** B. The Employer agrees to provide the following:

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

a. which require the employee's confinement;

or

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

c. where performance of assigned duties would jeopardize the employee's health or recovery. In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Section. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate.

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

3. Where death occurs in the immediate family of an employee, accrued sick leave may be used. Immediate family is defined as, and limited to: the spouse, 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, and other relatives of the employee or spouse 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) work days, plus required travel time not to exceed four (4) work days.

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

5. Employees may use accrued sick leave for temporary emergency care of ill or injured members of the immediate family (as defined in para. 3 above) for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to five (5) work days for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained.

6. Employees may use accrued sick leave to take custody of adopted children and for the care of the employee's child or children after birth or adoption. Use of sick leave for these purposes may not exceed five (5) work days for the purpose of taking custody of the child or children and ten (10) days immediately after taking custody or after birth of the child or children for the purpose of caring for the child or children.

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

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

**5/10/3** C. 1. The Employer agrees to continue in effect the provisions of s. 40.05(4)(b), Wis. Stats., which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

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

**5/10/4** D. Supplemental Health Insurance Conversion Credits Upon Retirement

The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire from a position in the bargaining unit on or after March 17, 1997, under the following conditions:

1. The credits will be based upon an employee's number of full years of seniority on the date of retirement.

2. The credits will be calculated based on the employee's sick leave balance on the date of retirement.

3. For employees who retire with at least fifteen (15) full years of seniority, the Employer will 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 seniority through twenty-four (24) years. For years of seniority over twenty-four (24) years, the Employer will 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.

4. For employees who have earned all of their seniority while having protective occupation status and who retire with at least fifteen (15) full years of seniority, the Employer will 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 will 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.

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

a. If, at the time of retirement, 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.

b. If, at the time of retirement, the employee has seniority of over twenty-four (24) years, determine the proration based on the first twenty-four (24) years of seniority and then add one hundred and four (104) hours for each year of seniority over twenty-four (24) years.

6. 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 will receive five hundred (500) hours credited to this account upon retirement.

7. Employees will 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 will also be required to provide supporting medical documentation.

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

9. In the event an employee returns to a position covered by this Agreement after having retired, the credits in this account will 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.

10. At the employee's option, these credits will be converted using the employee's base pay rate at the time of retirement or the average of the employee's base pay rates during the employee's three highest earnings years.

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

**5/10/5** E. Separation from the service by resignation or for cause as provided in s. 230.34(1)(a), Wis. Stats., shall cancel all unused accumulated sick leave. However, when a person who is an employee with permanent status in class resigns, any unused accumulated sick leave shall be restored, if he/she is re-employed by the same agency or is rehired by any other agency of the State within

three (3) years. When a person who is an employee with permanent status in class is laid off, any unused accumulated sick leave shall be restored if he/she is reinstated within five (5) years from the date of lay off in accordance with the provisions of Article IX, Section 7.

**5/10/6** F. Each employee's unused sick leave accumulated in their sick leave account as of the effective date of this Agreement shall be carried over under this Agreement. Employees who become bargaining unit members after the effective date of this Agreement and have unused sick leave accumulated in their sick leave account, shall have the amount accumulated in their account as of the date they become bargaining unit members, carried over under this Agreement. This section shall not be used to recompute the amount of sick leave accumulated in an employee's account prior to the effective date of this Agreement or prior to the date an employee becomes a bargaining unit member.

**5/10/7** G. Payment of Health Insurance Premium for Laid Off Employees.

Upon written request of an employee, accumulated unused sick leave shall, at the time of layoff, be converted to cash at the employee's current base rate for credits to be used to pay health insurance premium costs during the time of 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 acceptance of any other employment, whichever comes first. At the time of reinstatement or recall, unused cash credits shall be converted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

**5/10/8** H. An employee who qualifies for benefits under s. 40.65, Wis. Stats., shall be considered an eligible employee under s. 40.02(25)(b), Wis. Stats., for purposes of group insurance coverage.

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

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

**Section 11 Paid Annual Leave of Absence**

**5/11/1** A. The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

**5/11/2** B. Employees shall begin earning annual leave on their first day in pay status. After completion of the first six months in a permanent or seasonal position pursuant to s. 230.28, Wis. Stats., employees are eligible for and shall be granted noncumulative annual leave based on their seniority date as follows:

1. Regular Employees.

<b>Years of Service</b>	<b>Rate for a Full Year of Service</b>
During first 5 yrs.	120 hrs.
During next 5 yrs.	160 hrs.
During next 5 yrs.	176 hrs.
During next 5 yrs.	200 hrs.
After 20 years	216 hrs.

2. Seasonal employees: Employees who are regularly employed for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with par. (1).

3. Permanent Part Time Employees: Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with par. (1).

**5/11/3** C. Annual leave shall be computed as follows:

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

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

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

**5/11/4** D. Employees eligible for one hundred and sixty (160) or one hundred and seventy six (176) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one (1) or more of the following options each year:

1. As annual leave during the year earned.
2. As credit for termination leave.
3. As accumulated sabbatical leave.

**5/11/5** E. Employees eligible for two hundred (200) or two hundred and 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:

1. Not to exceed forty (40) hours in cash during the year earned.
2. Annual leave during the year earned.
3. As credit for termination leave.
4. As accumulated sabbatical leave.

**5/11/6** F. In scheduling vacation, (annual leave) choice of time and amounts shall be governed by seniority as defined in Article VI. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation scheduled only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employee's vacation period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation periods as seldom as possible.

**5/11/7** G. Should an employee become ill or injured immediately before or during a vacation, the employee may cancel his/her vacation period and utilize sick leave credits earned under the provisions of Article V, Section 7 commencing with the date he/she informs the Employer.

**5/11/8** H. Employees who transfer shall carry their vacation selections to their new work unit providing no other employee's vacation selection is adversely affected.

**5/11/9** I. Within the basic framework provided above, the implementation and application of the provisions of this Section and all other aspects of vacation scheduling shall be determined by local management.

**Section 12 Leave for Promotional Exams**

**5/12/1** 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.

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

**5/12/3** 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.

**5/12/4** Any expenses incurred by the applicant are the responsibility of the applicant.

**Section 13 Leaves of Absence Without Pay**

**5/13/1** A. Leaves of Absence.

1. Employees, upon request, may be granted leaves without pay at the sole discretion of the appointing authority for any reason for a period up to, but not exceeding three (3) years except as provided in paragraphs 2, 3, 4, 5, and 6.

2. Employees shall be granted a parental leave of absence without pay for childbirth or adoption or for child care after birth or adoption of children:

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

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

c. Except as provided under Article V, Section 10 of this Agreement (sick leave), all periods of leave related to childbirth or adoption shall be leaves of absence without pay.

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

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

**5/13/2** B. The Employer agrees to provide for the following rights upon his or her return from any of the above approved leaves without pay:

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

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

3. Employees may return to work prior to the expiration of a leave of absence only upon express approval of the Employer and upon notification of the Employer at least fourteen (14) calendar days in advance of the desired date of return.

**5/13/3** C. Other Family and Medical Leaves of Absence: The Employer agrees to abide by the provisions of s. 103.10, Wis. Stats., relating to family and medical leaves of absence.

**Section 14 Leaves of Absence With Pay Due to Injury Under Special Conditions**

**5/14/1** A. Sections 230.36(1)(2) and (3), Wis. Stats., are hereby adopted by reference subject to the conditions and limitations set forth herein.

**5/14/2** B. Injured employees who meet the qualifying provisions of s. 230.36, Wis. Stats., may be granted a leave of absence for up to six (6) months from the date of injury.

**5/14/3** C. Application for a leave of absence under this Section shall be made by the employee or his or her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. In extenuating circumstances, at the discretion of the Employer, 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 and must be accompanied by medical proof of the injury.

**5/14/4** D. 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 leave of absence.

**5/14/5** E. An employee denied a leave of absence under this Section may, within fourteen (14) calendar days, file an appeal at the third step of the grievance procedure provided under Article IV of this Agreement.

**5/14/6** F. Employees whose leave of absence is approved under this Section shall be entitled to full base pay plus any unitwide pay increases and personal holidays. Such leave with pay shall be based on medical and other proof of the injury and the continuing disability of the employee. In the event that the employee is able to return to work but further medical treatment is required for the sustained injury, leaves of absence may be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery and provided it is not more than six (6) months from the date of injury.

**5/14/7** G. An employee on approved leave with pay under this Section, shall be denied the following benefits while remaining in nonwork status: accrual of vacation credits for the period of absence; time off for legal holidays which occur during the period of absence; and the accrual of sick leave during the period of absence. Vacation and holiday credits earned prior to the date of injury may be carried over for a period of twelve (12) months from the date of injury, at which time unused credits shall lapse. Personal holidays shall lapse if the employee does not return to work by the end of the calendar year.

**5/14/8** H. Concurrent benefits--except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to worker's compensation, under no circumstances shall an employee receive more than his or her basic rate of pay for the job in which he or she was performing at the time of injury.

**5/14/9** I. Employees requesting leave and while on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and 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 ground for disciplinary action and/or termination of a leave of absence under this Section.

## **Section 15 Military Service**

**5/15/1** A. Annual Field Training

1. The Employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal and state law, shall be granted a leave of absence without loss of pay not to exceed thirty (30) scheduled work days in any calendar year. During this leave, each employee shall receive his/her base state pay less the base military pay received for and identified with such attendance but such reduction shall not be more than the base state pay. Such leave shall be provided to enable employees to attend military schools and annual field training or annual active duty of training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving on extended active duty or for service as a member of the active armed services of the United States, or for absences of 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.

2. The amount of authorized pay shall be determined by the number of scheduled work hours within the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel

time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

**5/15/2** B. 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., 1983 in an amount equal to his or 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.

**5/15/3** C. 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.

**5/15/4** D. The Employer agrees that employees who are called for a preinduction 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.

**Section 16 Jury Duty**

**5/16/1** 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 17 Inclement Weather**

**5/17/1** 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, such as a severe storm, may be allowed to work up to eight (8) hours within the pay period or the following pay period to make up for lost time as directed by management. When the Employer directs the employees to leave the worksite, the employee will continue to receive normal pay for that day only.

**Section 18 Retirement**

**5/18/1** A. The Employer agrees to continue in effect the administration of the Wisconsin Retirement System as provided under Chapter 40, Wis. Stats., and the appropriate Wis. Adm. Code rules of the Employee Trust Funds Board.

**5/18/2** B. 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.

**5/18/3** C. Effective July 1, 1986, the Employer shall pay the one percent (1%) benefit adjustment contribution required by s. 40.05(2m), Wis. Stats.

**5/18/4** D. Effective June 8, 1997, the Employer will pay the additional three-tenths of one percent (.3%) employee share of the required benefit adjustment contribution for general occupation employees.

**Section 19 Holidays**

**5/19/1** A. Holidays

1. The Employer agrees to provide full time employees the following paid holidays of eight (8) hours each:

Independence Day	July 4, <u>2001</u>	July 4, <u>2002</u>
Labor Day	September <u>3</u> , <u>2001</u>	September <u>2</u> , <u>2002</u>
Thanksgiving Day	November <u>22</u> , <u>2001</u>	November <u>28</u> , <u>2002</u>
Christmas Eve	December 24, <u>2001</u>	December 24, <u>2002</u>
Christmas	December 25, <u>2001</u>	December 25, <u>2002</u>
New Year's Eve	December 31, <u>2001</u>	December 31, <u>2002</u>
New Year's	January 1, <u>2002</u>	January 1, <u>2003</u>
Martin Luther King Jr. Day	January <u>21</u> , <u>2002</u>	January <u>20</u> , <u>2003</u>
Memorial Day	May <u>27</u> , <u>2002</u>	May <u>26</u> , <u>2003</u>

2. To qualify for any paid holiday employees must work or be in pay status on the last scheduled work day immediately preceding and the first scheduled work day immediately following the holiday.

3. If any of the holidays provided above fall on an employee's regularly scheduled day off, such employees shall be compensated at the regular rate for the holiday in cash or compensatory time off at the discretion of the Employer.

4. The Employer agrees to provide three and one-half (3 1/2) non cumulative personal holidays in each calendar year to all employees. All

employees not satisfactorily completing the first six (6) months of their probationary period will earn only the annual proration of their personal holidays. Qualified employees may take these three and one-half (3 1/2) holidays at any time during the calendar year, provided the employee has the prior approval of the Employer.

5. Under the provisions of 1., 2. and 4., above, permanent part time employees will have all holidays prorated. The proration will be based upon the projection of the percent of full time the employee is to be employed on a yearly basis (2088 hours).

6. The Employer agrees that employees required to work on a holiday provided in A./1., shall be compensated for such holiday by receiving equivalent time off at a later date.

**5/19/2** B. Compensatory Time.

Compensatory time off due an employee for work on a holiday or when a holiday falls on an employee's regularly scheduled day off, shall be added to vacation credits and shall be subject to the same scheduling procedure and regulations as are applicable to vacation scheduling.

**Section 20 Administration of Worker's Compensation Benefits**

**5/20/1** In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the appointing authority shall make an initial determination as to whether the injury was job related; and if so, he/she may authorize payment for temporary disability as specified in the Worker's Compensation Act.

**Section 21 Travel and Lodging**

**5/21/1** The Employer agrees to continue in effect the provisions of ss. 16.53(12) and 20.916, Wis. Stats., relating to the reimbursement of State employees for expenses incurred while traveling on State business. The Association recognizes that the Employer has the right to develop reasonable guidelines to implement and administer the provisions of ss. 16.53(12), 20.916, Wis. Stats., and this Section.

**5/21/2** Employees covered by this Agreement will receive any additional increases in reimbursement rates that the employee may obtain under ss. 16.53(12) and 20.916, Wis. Stats., during the life of this Agreement.

**5/21/3** A. Lodging - Employees shall be reimbursed for all actual, reasonable, and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the amounts set forth below. The amounts set forth below include the cost of all applicable taxes.

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

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

**5/21/4** B. Meals - Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties outside the political boundaries of their Headquarters City, which must be more than fifteen (15) miles from their assigned Headquarters Station. Employees shall be reimbursed without receipts up to the amounts in the following schedule:

As of July 1, 2001:

Breakfast --	<u>\$ 8.00</u>
Lunch --	<u>\$ 9.00</u>
Dinner --	<u>\$17.00</u>

Out of State high cost cities for Out of State Lodging Reimbursement Bulletin:

As of July 1, 2001:

Breakfast --	<u>\$10.00</u>
Lunch --	<u>\$10.00</u>
Dinner --	<u>\$20.00</u>

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

All of the above amounts are inclusive of tax and tip.

Requests for reimbursement for amounts in excess of the above schedule must be accompanied by a receipt and if the Employer thereafter requests, a full explanation of the reasonableness of such expense.

**5/21/5** C. Mileage - The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the State at the rate of thirty two and one-half cents (\$0.325) per mile.

When an assigned pool or state-owned automobile is available and tendered and the employee is given the option to utilize his/her personal

automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of State cars, including depreciation. The Employer further agrees that upon the recommendation of the head of the State agency and the approval by the Secretary of Employment Relations, an additional reimbursement at the rate of one cent (\$0.01) per mile may be paid to any employee for the use of his/her personal automobile when used as an emergency vehicle or under conditions which may cause excessive wear or depreciation including pulling trailers or which require the installation of special equipment.

The Employer agrees to reimburse an employee who is authorized to use a privately owned motorcycle on state business. The rates for reimbursement shall be sixteen and two-tenths cents (\$0.162) per mile, subject to the following conditions:

1. Only one individual may be transported on a single motorcycle.
2. The agency head may require travel by automobile if the travel costs are anticipated to be less than the cost of travel by motorcycle, such as when two or more state employees are traveling to the same destination.
3. The agency head may require the use of a safety helmet as a part of the agency's work rules.

## **Section 22 Length of Service Payment**

**5/22/1** A. The Employer agrees to provide an annual length-of-service payment to eligible employees. The payment for the term of the contract shall be on June 30 of each year.

**5/22/2** In the event of retirement, death, or termination prior to the scheduled payment date, a prorated payment will be made at an earlier date.

**5/22/3** B. The amount of the length-of-service payment shall be based upon seniority date. No employee shall be granted more than one (1) length-of-service payment for the twelve (12) month period beginning July 1 and ending the following June 30.

**5/22/4** C. The schedule of payments shall be as follows:

- 5 years of seniority -- \$ 50
- 10 years of seniority -- 100
- 15 years of seniority -- 150
- 20 years of seniority -- 200
- 25 years of seniority -- 250

**5/22/5** D. To be eligible for the length-of-service payment, the employee must have completed the required number of years of seniority prior to July 1 of the year in which the payment is to be made.

**5/22/6** E. Payments under this Section to eligible employees shall be prorated according to the amount of paid work hours, excluding leave of absences without pay, the employee had during the period July 1, 2001, and June 30, 2002, and July 1, 2002, and June 30, 2003, respectively excluding any overtime hours worked.

### **Section 23 Bar Association Meeting/Activities**

**5/23/1** Employees will be granted up to three (3) days off without loss of pay to attend the State Bar of Wisconsin Summer and Mid Winter Bar Association meetings or to participate meaningfully in other legitimate, local, State of Wisconsin, court or national bar association activities, except where operational requirements would not permit attendance. The parties realize that time off without loss of pay under this provision is for the purpose of participation in bar association activities and not for recreational purposes.

**5/23/2** The provision of this Article represents the minimum standards for professional development. Each Department which chooses to exceed these standards may do so.

### **Section 24 Continuing Legal Education Requirements**

**5/24/1** If the Wisconsin Supreme Court, as a condition for the retention of a license to practice law, requires a certain annual minimum amount of postgraduate training, the Employer shall grant leave with pay each calendar year to employees for the sole purpose of meeting the minimum requirements. All travel, lodging, tuition and related expenses shall be the responsibility of the employee, however, the Employer may, at its sole discretion, pay expenses.

### **Section 25 Employee Assistance**

**5/25/1** The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. The Employer and the Union will, therefore, aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary. Whenever possible, resources for treatment/assistance shall be made known to the employee by the Employer and/or the Union.

**5/25/2** Where the department-appointed EAP coordinator is in the employee's immediate chain of command, the employee may seek assistance from another

coordinator outside his/her chain of command. Employees and EAP coordinators will be permitted a reasonable amount of time, without loss of pay, to confer about employee assistance referral services.

**5/25/3** The Employer will include information on employee assistance programs as part of its orientation program for employees. Annually, each department shall provide its employees with a listing of department employee assistance coordinators and available resources.

**5/25/4** Where the Employer becomes aware that an employee has personal problems adversely affecting his/her work performance and/or attendance, the Employer will notify the Union if requested by the employee. The parties will attempt to resolve the problem with the employee.

**5/25/5** Such notification and subsequent involvement, if any, of the parties to this Agreement will in no way detract, alter, or modify the rights and obligations of the parties recognized in other provisions of this Agreement.

#### **Section 26 Reimbursement for Telephone Call**

**5/26/1** One personal call home is reimbursable up to three dollars (\$3.00) for each overnight while traveling on state business.

#### **Section 27 Private Practice**

**5/27/1** An Agency will permit an attorney covered by this Agreement to engage in the private practice of law outside the agency attorney's state employment, subject to the following conditions set forth below.

**5/27/2** Any intention by such an attorney to practice law outside the attorney's agency employment (including single transactions or ongoing practice) must first be submitted to the designated Agency official for approval. An Agency may prohibit or regulate the outside practice of law by an attorney, or all attorneys, employed by the Agency if it determines that there is a reasonable basis for a concern about a conflict of interest or the potential for conflict of interest with the Agency's mission, goals, operations or efficiency, or the time commitment of the attorney to the Agency.

**5/27/3** An attorney who receives approval to engage in an outside practice of law will be subject to whatever limitations are placed on the attorney by the Agency to protect the Agency with respect to its concern for a conflict of interest or potential for conflict of interest. In no event, however, will an attorney approved for outside practice conduct that practice on state time or in state facilities, or utilize state equipment or personnel, including, but not limited to, offices, Agency library

resources, telephones, FAX, electronic mail, word-processing equipment, photocopying equipment and support staff.

**5/27/4** An attorney who receives approval to engage in an outside practice of law will be personally responsible for ensuring that he/she complies with all the applicable rules of the Wisconsin State Bar Association, the Wisconsin Supreme Court, and Chapter 757, Wis. Stats., concerning the private practice of law.

**5/27/5** An attorney who receives approval to engage in an outside practice of law will be responsible for any conflicts of interest or the reasonable appearance of a conflict of interest that in fact occur in the attorney's outside practice, and will be subject to discipline, up to and including discharge, if such conflict or reasonable appearance of a conflict occurs, notwithstanding approval of the outside practice by the Agency.

**5/27/6** As part of the attorney's request for approval to engage in the outside practice of law, the attorney must acknowledge in writing that his/her private practice is not covered by the State Risk Management Fund and that if the attorney decides to obtain malpractice insurance, he/she will be personally responsible for paying all the costs for such malpractice insurance.

## **Section 28 Catastrophic Leave**

**5/28/1** 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.

**5/28/2** 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.

**5/28/3** 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.

5/28/4 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.

5/28/5 The Association 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 committee having jurisdiction over the applicant. Consistent with the provisions of this section, the approval committee will have final decision-making authority. Applicants may request a review of denials before this committee.

5/28/6 Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations will be on an hour for hour basis and used in order of receipt.

5/28/7 The 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 will be made to maintain the confidentiality of the donor(s) and recipient(s), upon request.

5/28/8 To be an eligible recipient, an employee:

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

B. Must be on approved unpaid leave of absence.

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

D. Must be absent due to a catastrophic illness or disability of an employee or a member of the employee's immediate family (as defined in Article 5, Section 8, Paragraph 2 B. 3 of the Agreement) 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 approval committee.

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

I. Must remain a state employee.

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

**5/28/9** To be an eligible donor, an employee:

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

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

C. Must remain a state employee.

**5/28/10** It is understood that nothing in this Section requires either the Association or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

**5/28/11** It is understood that the provisions of this Section are not subject to the appeal provisions of Article IV of this Agreement.

## ARTICLE VI

### SENIORITY

#### Section 1 General

**6/1/1** Seniority for employees hired after the effective date of this Agreement shall be determined by the original date of employment with the State of Wisconsin. Seniority for existing bargaining unit employees shall be their seniority date as of the effective date of this Agreement. Seniority for employees who become members of the bargaining unit during the term of this Agreement shall be their adjusted continuous service date as of the time they became members of the unit. When the Employer becomes responsible for a function previously administered by another governmental agency, a quasi-public, or a private enterprise, the seniority of employees who become bargaining unit members as a result of this change of responsibility shall be their adjusted continuous service date which gives credit for their service with the other governmental agency, quasi-public, or private enterprise as of the date of the change of responsibility. In accordance with the above, the employee with the earliest date shall be considered having the greatest seniority. Where two (2) or more employees possess the same seniority date as previously defined, then the ranking of seniority shall be determined on the basis of the last four digits of the employees' social security numbers with the lower of the last four (4) digits of the social security number awarded seniority over the higher. Such seniority will be changed only where the employee is separated from state service by discharge, resignation or layoff.

**6/1/2** Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except that where within three (3) years of resignation, an employee is reinstated, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of resignation during which he/she was not an employee for the state.

**6/1/3** Where an employee is laid off and recalled or reinstated within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.

**6/1/4** Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

**Section 2 Seniority Information**

**6/2/1** Information on seniority will be maintained in the appropriate employing unit offices and shall be available to Association representatives or employees upon request.

## ARTICLE VII

### HOURS OF WORK

#### Section 1 General

**7/1/1** Employees in this bargaining unit are professional employees and as such are paid a predetermined salary each week irrespective of the number of hours worked in a workweek.

#### Section 2 Hours of Work

**7/2/1** 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.

#### Section 3 Professional Time

**7/3/1** Professional time may be available to the employee in recognition of his/her status as a professional for additional time in excess of the usual working hours.

**7/3/2** Use of professional time as requested in these situations will require approval by the appropriate supervisor who may grant requests giving consideration to program needs, the recognition that a professional employee usually works no less than an average of forty (40) hours per week, that the concept of professional time need not be approved on an hour for hour basis for extra work performed beyond the usual work hours, and the fact that a professional employee has a degree of job responsibility and flexibility neither assumed nor granted to other categories of employees. The supervisor's approval may be for a single occurrence or for the continuing use of professional time as determined by the supervisor. The getting and use of professional time will not be unreasonably denied by the Employer.

#### Section 4 Alternative Work Patterns

**7/4/1** The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employee as set forth in s. 230.215, Wis. Stats. The Employer agrees to implement the statutes consistent with past practices of the particular employing units.

## ARTICLE VIII

### APPLICATION AND INTERPRETATION OF WORK RULES

#### Section 1 Purpose

**8/1/1** For purposes of this Article, work rules are defined as and limited to:

“Rules promulgated by each agency within its discretion which regulate the personal conduct of employees as it affects their employment.”

#### Section 2 Establishing Work Rules

**8/2/1** The Association recognizes the right of the Employer to establish reasonable work rules pursuant to s. 111.90(2), Wis. Stats. Existing work rules will be reduced to writing and a copy of such work rules shall be furnished to the Association within sixty (60) calendar days of the effective date of this Agreement. Copies of newly established work rules or amendments to existing work rules will be furnished the Association at least seven (7) calendar days prior to the effective date of the rule. Work rules shall not conflict with the provisions contained in the Code of Professional Responsibility.

#### Section 3 Limitations

**8/3/1** The Employer agrees that the provisions of this Agreement shall supersede in the application of work rules to employees covered by this Agreement wherever an established work rule conflicts with any of the provisions of this Agreement.

#### Section 4 Personal Actions

**8/4/1** Employees shall be informed in writing of any action taken against them for violations of work rules. The Association reserves the right to challenge, through the grievance procedure contained in Article IV of this Agreement, any application or interpretation placed on any work rule by the Employer which the Association believes is not in conformity with the provisions of this Article.

**8/4/2** 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. The employee may make a written statement regarding his/her position on the material placed in his/her file and such statement shall be appended to the material which is the subject of the employee’s statement. Material which has not been submitted to the employee pursuant to this Section may not be utilized adversely to the employee in any personnel matter.

**8/4/3** When a merit increase is denied, the employee shall be notified orally or in writing by his/her supervisor of such determination. Opportunity shall be given the employee to discuss the determination with his/her immediate supervisor.

**8/4/4** The Employer shall remove written reprimands and other forms of adverse written material with the exception of annual evaluations and/or merit ratings from employee's personnel file one year after being issued, provided the employee has received no discipline of record since the written reprimand or adverse material was issued. If the material is not removed from the file as provided in this Section, it will be of no force and effect and shall not be used for any purpose.

**ARTICLE IX**

**LAYOFF PROCEDURE**

**Section 1 Application of Layoff**

**9/1/1** The Association 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 thirty (30) consecutive calendar days; and/or
- B. Seasonal layoff of seasonal employees.

**Section 2 Layoff Procedures**

**9/2/1** A. Preparation for layoff. The following general procedures shall apply in preparation for a layoff.

1. In the event the Employer becomes aware of an impending reduction in work force, the Association will be notified as soon as possible, but not less than thirty (30) calendar days prior to the layoff.

2. The layoff group shall be determined by management by classification as set forth in class specifications.

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

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

5. Limited term employees and employees serving on original probation in the same classification within the employing unit shall be terminated prior to laying off bargaining unit employees.

**9/2/2** B. Determination of Layoff. The following procedures shall apply in implementing a layoff.

1. The Employer shall be permitted to exempt up to one (1) employee or ten percent (10%) of the employees (whichever is greater) in the identified layoff group from the layoff process, except that if the layoff group is less than ten (10) employees, the Employer shall exempt no more than one (1) employee.

2. 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 VI, Section 1) laid off first.

3. 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. That layoff notice shall contain reference to the options available to that employee under this Article. A copy of such notice shall also be sent to the Association at that time. Where notices are sent by mail, the time shall begin to run on the date of mailing of the notice.

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

**9/3/1** Upon notice of layoff, any employee may, within five (5) calendar days, elect one or more of the following options: Transfer, Voluntary Demotion in lieu of Layoff.

#### **9/3/2 A. Transfer**

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

2. Between Departments - The employee who is laid off may file a request and shall receive an interview for transfer to a vacancy in his/her same class in any department in state service. Upon approval of that department, such employee may be appointed to such vacancy.

#### **9/3/3 B. Voluntary Demotion in Lieu of Layoff**

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

2. The Employer will within fourteen (14) calendar days notify the employee of the position to which he will be assigned. The

employee shall have five (5) calendar days to accept the offered position. If the employee fails to accept the offered position within the time allotted, then the employee shall forfeit any further eligibility for voluntary demotion.

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

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

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

**9/3/4** C. Layoff: removal of the employee from the payroll.

**9/3/5** D. Definition of Vacancy - For the purposes of this Article, a vacancy is created:

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

2. when any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer, promotion, demotion, resignation or retirement.

#### **Section 4 Recall**

**9/4/1** When a permanent vacancy occurs in an employing unit from which an employee was laid off or demoted in lieu of layoff, the employee shall be recalled according to the inverse order of layoff as provided in this Article for a five (5) year period from the date of layoff or demotion in lieu of layoff subject to the following conditions.

**9/4/2** Employees are responsible for keeping the Employer notified of their current address and phone numbers. The Employer will make a reasonable effort to notify employees being considered for recall either by mail or telephone. If unable to contact such employees within five (5) workdays, such employees shall forfeit any further recall rights for the vacancy being considered.

**9/4/3** A laid off employee who fails to respond to the offer of recall within ten (10) workdays or who fails to be available for work within ten (10) work days after the acceptance shall forfeit any further recall rights.

## **Section 5 Reinstatement**

**9/5/1** A. Within the Department -- The employee who is laid off or took a voluntary demotion in lieu of layoff may file a request with the department for which he/she worked to fill a vacancy in that department in an employing unit other than that from which he/she was laid off or demoted in lieu of layoff. Such employee will be appointed to any vacancy in the same class within any employing unit in the department providing he/she is capable of performing the duties and providing no other employee has recall rights to such vacancy. Such reinstatement shall be by inverse order of layoff.

**9/5/2** B. Other Departments -- The employee who is laid off may file a request for employment with any department in state service. Upon approval of that department, such employee may be appointed to any vacancy in the same class or any similar class for which he/she meets the necessary qualifications in the same or lower pay range or job rate as the position from which he/she was laid off. Such employee shall be granted a job interview.

## **Section 6 Employing Units**

**9/6/1** The Employer will provide the Association with thirty (30) days advance notice of any change in employing units.

## **Section 7 Duration**

**9/7/1** The opportunity for reinstatement under this Article shall exist for a period of five (5) years from the date of layoff or voluntary demotion in lieu of layoff or until the employee is employed in a position in a class in the same or counterpart pay range as the class from which the employee was originally laid off or demoted in lieu of layoff, whichever occurs first.

## **ARTICLE X**

### **TRANSFERS**

#### **Section 1 Transfer Registration**

**10/1/1** A. An employee who has permanent status in the employee's current classification and desires to transfer within the employee's department, shall file a written request as prescribed by the agency with the appropriate department personnel office indicating that interest.

**10/1/2** B. Whenever a permanent vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will notify the Association President and designated representative in the agency. A period of seven (7) calendar days shall be allowed for interested employees to file a written request to be considered for that vacancy.

**10/1/3** C. During the period while the selection process in Section 2 is being administered, the Employer may temporarily fill the vacancy to fulfill operational requirements.

#### **Section 2 Selection Process**

**10/2/1** A. When a permanent vacancy occurs in a permanent position, the Employer will review those requests on file from any employees in the same agency who are in the same classification as the vacancy and have indicated an interest in the vacancy. This review shall include an interview.

**10/2/2** B. Employee interviews conducted as part of the transfer process shall be allowed and included under the provisions of Article V, Section 9. Such inclusion does not increase the time allowances or other benefits provided under that section.

**10/2/3** C. In making a selection, the Employer will take into consideration improvement of overall departmental staffing, job requirements, ability, including any special qualifications and seniority. Any employee who is selected for transfer shall have two (2) work days to decline the offer. However, an employee selected for a transfer requiring a change of headquarters location shall have five (5) work days to decline an offer.

#### **Section 3 Definition of Permanent Vacancy**

**10/3/1** For purposes of this Article, a permanent vacancy is created:

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

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

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

**Section 4 Filing a Request**

**10/4/1** The employee may file a request to transfer or demote to a vacancy in his/her same class or lower class in any department in State service. Upon approval of that department, such employee may be appointed to such vacancy.

**Section 5 Filling a Vacancy**

**10/5/1** In the event the vacancy is not filled by transfer under this Agreement, the Employer may fill the vacancy in accordance with Wisconsin Statutes.

## ARTICLE XI

### LABOR-MANAGEMENT PEACE AND STABILITY

#### Section 1 General

**11/1/1** 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 Association recognize their mutual responsibility to provide for uninterrupted services. Therefore, for the mutual duration of this Agreement:

**11/1/2** A. The Association 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 Association agrees that the Employer has the right to deal with any such strike activity by:

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

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

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

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

**11/1/3** B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

**Section 2 Disputes**

**11/2/1** In the event a dispute arises between the parties hereto with respect to whether or not the Association 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 of services by employees, or in the event of a dispute arising as to whether or not the Employer has locked out employees, such disputes shall be settled in arbitration as provided in 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 XII

### GENERAL

#### Section 1 Obligation to Bargain

**12/1/1** This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator, Division of Merit Recruitment and Selection 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 Association 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 Retroactivity

**12/2/1** No provision of this contract shall be retroactive unless so specifically stated.

#### Section 3 Partial Invalidity

**12/3/1** 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.

## ARTICLE XIII

### TERMINATION OF AGREEMENT

**13/1/1** The terms and conditions of this Agreement shall terminate at 12:00 midnight on the 30th day of June, 2003. Upon termination of this Agreement, the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances instituted prior to the termination of the Agreement.

**13/1/2** The Association will submit its proposals to the Employer on February 1, 2003 or at such time as the parties mutually agree. The Employer shall give its proposals to the Association no later than thirty (30) days following its receipt of the Association's proposals.

## **MEMORANDUM OF UNDERSTANDING #1**

The pending budget bill contains a provision to transfer/consolidate attorney positions into the Department of Administration (DOA). Any attorney who, before the transfer/consolidation of attorney positions to the DOA, transfers/demotes either after being identified at risk of layoff or in lieu of layoff OR is laid off, shall have reinstatement eligibility and/or recall rights to his/her former agency and DOA in accordance with Article IX of the Agreement.

In the event that transfer/consolidation occurs at an agency other than DOA, the parties agree to engage in collective bargaining within the meaning of Wis. Stat. §111.81(1), with respect to the reinstatement eligibility and recall rights of attorneys affected by the transfer/consolidation. For employees who are laid off before transfer/consolidation occurs, the parties recognize that the recall and reinstatement provisions of Article IX of the Agreement, with the exception of 9/5/2 and 9/7/1, do not control employment in positions in the agency to which the transfer/consolidation occurs. The parties recognize that the agency to which the transfer/consolidation occurs has the right to create a separate employing unit within the agency specifically for the consolidated attorneys.

If the final budget bill does not result in the transfer/consolidation of attorney positions, this MOU becomes null and void.

This MOU will sunset upon expiration of the 2001-2003 Agreement unless extended by mutual agreement of the parties.

## **MEMORANDUM OF UNDERSTANDING #2**

### **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.

**APPENDIX A**  
**2001-2003 AGREEMENT**

**Supplemental Health Insurance Conversion Credits Upon Retirement**

<b>Full 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 B

Attorney Pay Schedule (09)

I. Effective July 1, 2001 through the effective date of the Agreement

<u>Classification</u>	<u>Minimum</u>	<u>Appt. Max</u>	<u>Maximum</u>	<u>Transaction Step</u>
<u>Attorney (09-75)</u>	<u>\$18.662</u>	<u>\$33.271</u>	<u>\$47.880</u>	<u>\$0.560</u>

II. Effective the first day of the pay period following the effective date of the Agreement

<u>Classification</u>	<u>Minimum</u>	<u>Appt. Max</u>	<u>Maximum</u>	<u>Transaction Step</u>
<u>Attorney (09-75)</u>	<u>\$18.849</u>	<u>\$33.604</u>	<u>\$48.359</u>	<u>\$0.566</u>

III. Effective the first day of the pay period following the effective date of the Agreement

<u>Classification</u>	<u>Minimum</u>	<u>Appt. Max.</u>	<u>Maximum</u>	<u>Transaction Step</u>
<u>Attorney (09-75)</u>	<u>\$19.226</u>	<u>\$34.277</u>	<u>\$49.327</u>	<u>\$0.577</u>

IV. Effective the first day of the pay period following the effective date of the Agreement through June 30, 2003

<u>Classification</u>	<u>Minimum</u>	<u>Appt. Max.</u>	<u>Maximum</u>	<u>Transaction Step</u>
<u>Attorney (09-75)</u>	<u>\$19.707</u>	<u>\$35.134</u>	<u>\$50.561</u>	<u>\$0.592</u>

**APPENDIX C**  
**2001-2003 AGREEMENT**

**BROADBAND PAY SYSTEM**

**Section 1 Coverage**

The provisions of this Appendix apply to permanent employees in positions allocated to all of the Attorney classifications assigned to the broadband pay range 09-75.

**Section 2 Effective Date**

Except as indicated in Section 5, below, the provisions of Appendix C are effective the day after the effective date of the wage adjustments provided under Article V, Section 2/A./2. of the Agreement for pay range 09-75.

**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 B 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, Pay on Reinstatement or Restoration, below. The “appointment maximum” is not the maximum of the pay range. See also “Temporary Appointment Maximum.”

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

**C. “Temporary Appointment Maximum”** means an appointment maximum that is established temporarily for a specific covered position due to special market needs. Except as otherwise provided in Section 4, E. (Pay on Voluntary Transfer), F. (Pay on Involuntary Transfer) or G. (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 Department of Employment Relations (DER). See also “Appointment Maximum.”

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

#### **Section 4 Transaction Pay Adjustments**

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

1. Except as modified by 2., below, and C. through G. 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 C, 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 that is not less than the minimum of the pay range and not greater than the applicable appointment maximum.

##### **E. Pay on Voluntary Transfer**

An employee’s base pay may be set at any rate that is not less than the minimum of the pay range and not greater than the applicable appointment maximum except that if an employee’s present base pay rate is greater than the applicable appointment maximum minus four (4) within range pay steps and less

than the pay range maximum, the employee may, at the discretion of the appointing authority, receive a base pay increase of up to four (4) within range pay steps, subject to the maximum of the pay range.

**F. Pay on Involuntary Transfer**

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

2. Employees who are involuntarily transferred, for other than disciplinary purposes, may have their base pay rate set at either their current rate of pay or a rate set under Section 4. E. above, whichever is greater.

**G. Pay on Reinstatement or Restoration**

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

**H. Reporting Requirements**

1. Agencies will provide a Pay on Appointment Report as required by DER. 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. Percentage change (excluding Pay on Original Appointment)
- g. Employee seniority date
- h. Effective date of the appointment

2. DER will provide the Union office with the Pay on Appointment Report on a quarterly basis within thirty (30) days of the end of the quarter, except for any quarter during which an appointment has not been made.

## **Section 5 Discretionary Compensation Adjustment**

**A. Granting of Adjustments.** Discretionary Compensation Adjustments (DCA's) 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 that were an evolution of the originally assigned functions and that are of a greater scope, impact, and/or complexity compared to the previous functions.

2. Increased competencies: This shall be defined as the acquisition, development, or attainment of skill sets or experiences, directly related to the employee's permanent assignment, that are critical to the agency accomplishing its goals. Each skill set must be specifically identified.

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

4. 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. (A lump sum DCA payment is not subject to the pay range maximum)

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 Secretary of DER to exceed the four (4) within range pay step limit specified in 1. and 2., above. This request must be accompanied by comprehensive justification. If approved by the Secretary of DER, the request will be forwarded to the Secretary of the Department of Administration (DOA) for final approval. Approval of both the DER and DOA Secretaries 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 unless the appointing authority has set a later effective date.

**E. Agency Administration.** Agencies must develop administrative procedures, which will be used to grant DCAs prior to award of any DCAs. No agency may award DCAs until its procedures have been reviewed by DER. A copy of each agency's procedures will be provided to covered employees in that agency.

**F. DCA Advisory Group**

1. Each agency with seven (7) or more WSAA 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. The union will keep the Employer informed of bargaining unit Group members in each agency. Absent selection of union representatives, no Advisory Group will be formed in that agency.

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 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 provide a written response from the Advisory Group to the management designee by the end of the next working day, at which point the DCA recommendation will be submitted to the appointing authority. Comments received after the end of the next working day may or may not be taken into consideration by the appointing authority. Bargaining unit Group members may request use of work time to review DCA recommendations.

**G. Reporting Requirements.**

1. Agencies that grant DCAs will provide reports as required by DER, 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. Name of nominating supervisor
- i. Applicable criteria and justification
- j. Effective date of the award

2. DER will provide the Union office with the DCA Recommendation Report on a quarterly basis within thirty (30) days of the end of the quarter, except for any quarter during which a DCA has not been granted.

**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.

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