AGREEMENT

between the

STATE OF WISCONSIN

and

AFSCME COUNCIL 24
WISCONSIN STATE EMPLOYEES UNION
AFL-CIO
and its appropriate affiliated locals
Blue Collar and Non-Building Trades,
Administrative Support,
Technical, ~~and~~
Security and Public Safety, and
Professional Social Services
Bargaining Units

~~July 23, 2005 - June 30, 2005~~Effective Dates for BC, AS, T and SPS:
_____- June 30, 2007
Effective Dates for PSS:
_____- June 30, 2007

HOW TO READ THIS CONTRACT

This contract is divided into articles. Each article has its own number and title, begins at the top of a new page, and is indicated in large boldface letters like this:

ARTICLE II

RECOGNITION AND UNION SECURITY

Each article is divided into sections. Each section has its own number and title and is indicated in boldface letters like this:

SECTION 13: Loss of Benefits

The entire contract is divided into paragraphs. Each paragraph is identified by its article, section, and a subsection number like this:

2/13/1 Employees on leave....

Sometimes there is more than one paragraph within a particular part. In that case, the paragraphs are further identified by letters like this:

2/2/5/A The Employer will not deduct....

Occasional lists are included in the contract. They are indicated by parenthesized light face numbers which should not be confused with article, section, or subsection numbers. A sample list looks like this:

(1) BC--Blue Collar and Non-Building Trades

(2) AS--Administrative Support

(3) SPS--Security and Public Safety

(4) T--Technical

(5) PSS--Professional Social Services

Some sections and paragraphs of the contract apply only to certain bargaining units. In those cases, the title of the section or subsection or the letter of the paragraph will be followed by the abbreviation (from the above list) of the unit or units to which that particular section, subsection, or paragraph applies. For example:

2/3/2 (AS)

This means that Section 2/3/2 (including all of its paragraphs) is applicable only to the Administrative Support bargaining unit and is not at all applicable to any of the other units.

Another example:

2/3/4 (BC, SPS, T, PSS) The location, size, type and number of bulletin boards....

This means that this paragraph is applicable only to the Blue Collar; Security and Public Safety; Technical; and Professional Social Services bargaining units and not at all applicable to any other group.

At the front of the contract is a table of contents, which is an outline of the contract in numerical order by article and section. At the back of the contract is an index, which is a reference guide to the contract in alphabetical order.

Language in this Agreement which

is new or changed from the ~~May 17, 2003 – June 30, 2005~~2003-2005

Agreement is underlined.

TABLE OF CONTENTS

AGREEMENT

This Agreement, made and entered into this ~~July 23, 2005,~~ (BC, AS, SPS, T, PSS), at Madison, Wisconsin, pursuant to the provisions of s. 111.80-111.97, Wis. Stats., by and between the State of Wisconsin and its Agencies (hereinafter referred to as the Employer), represented by the Office of State Employment Relations; and AFSCME, Council 24, Wisconsin State Employees Union, AFL-CIO, and its appropriate affiliated locals (hereinafter referred to as the Union), as representative of employees employed by the State of Wisconsin (as set forth specifically in the Recognition Clause).

PURPOSE OF AGREEMENT

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

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

ARTICLE I

SCOPE OF THE AGREEMENT

1/1/1 This Agreement relates only to classified employees of the State of Wisconsin in the appropriate collective bargaining unit as defined by the Wisconsin Employment Relations Commission certification Cases IX, X and XI, Nos. 15583 and 15584, SE-44, 45, 46, Decision Nos. 11243, 11244 and 11245, dated August 25, 1972 and Case LXXIV, No. 19548, SE-75, dated January 9, 1976, and Cases VIII and XIV, Nos. 15582 and 15838, SE-43 and 49, Decision Nos. 11322-F and 11323-F.

1/1/2 This Agreement recognizes five separate bargaining units. Except as provided below, each provision of this Agreement applies to all five bargaining units unless specified otherwise.

The parties agree that all new (underlined) or deleted (~~strikethrough~~) language in the ~~2003-2005~~2005-2007 Agreement apply to the Blue Collar and Non-Building Trades (BC), Administrative Support (AS), Security and Public Safety (SPS), ~~and~~ Technical (T), and Professional Social Services (PSS) units. ~~The Professional Social Services (PSS) unit may have its own separate 2003-05 Agreement. All references to the Law Enforcement (LE) unit were removed from this 2003-05 contract.~~The parties agree that the 2005-2007 Agreement for the BC, AS, SPS, and T units has an effective date of (insert date) and the 2005-2007 Agreement for the PSS unit has an effective date of (insert date). The different effective dates are based on the dates when the unit(s) and the State reached a tentative agreement that was ratified and became session law.

The coverage of this Agreement shall be extended by the parties when mutually agreed to by the Employer and the Union to include employees in the classified service of the State of Wisconsin in additional appropriate collective bargaining units represented by the Wisconsin State Employees Union as certified by the Wisconsin Employment Relations Commission.

ARTICLE II

RECOGNITION AND UNION SECURITY

SECTION 1: Bargaining Unit

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

2/1/2 BLUE COLLAR AND NON-BUILDING TRADES (BC)

Classification	**Pay Range**
Automotive/Equipment Tech. – Entry	7
Automotive/Equipment Tech. - Entry	8*
Automotive/Equipment Tech. - Dev.	8
Automotive/Equipment Tech. - Dev.	9*
Automotive/Equipment Tech. - Sr.	10
Automotive/Equipment Tech. – Sr.	11*
Automotive/Equipment Tech. - Master	11
Automotive/Equipment Tech. – Master	12*
Baker 1	8
Baker 2	9
Bindery Worker	7
Bindery Worker	8**
Biotron Operator	11
Cemetery Caretaker	8
Cheese Maker	15
Cook 1	8
Cook 2	9
Corrections Food Service Leader 1	8
Corrections Food Service Leader 2	10

Corrections Food Service Leader 3	11
Corrections Food Service Leader 4	12
Custodian	7
Custodian	8*
Custodian Lead	8
Custodian Lead	9*
Dairy Plant Assistant – Entry	7
Dairy Plant Assistant-Entry	8**
Dairy Plant Assistant – Senior	9
Dairy Plant Assistant – Senior	10**
Dairy Plant Assistant – Advanced	11
Dairy Plant Assistant – Advanced	12**
~~Experimental Farm Laborer~~	~~7~~
~~Experimental Herd Assistant – Obj.~~	~~8~~
~~Experimental Herd Assistant – Sr.~~	~~10~~
Facilities Maintenance Specialist	12*
Facilities Maintenance Specialist-Adv.	13*
Facilities Repair Worker 1	7
Facilities Repair Worker 2	8
Facilities Repair Worker 3	9
Facilities Repair Worker 4	10
Facilities Repair Worker	10*
Facilities Repair Worker-Adv.	11*
Farm Equipment Operator	9
~~Farm Laborer~~	~~7~~
~~Farm Laborer - Lead~~	~~7~~
Food Production Assistant	10
Food/Retail/Catering Leader 1	9
Food/Retail/Catering Leader 2	10
Food/Retail/Catering Leader 3	11
~~Food Service Assistant 1~~	~~6~~

Food Service Assistant 1	7
Food Service Assistant 1	8**
Food Service Assistant 2	7
Food Service Assistant 2	9**
Food Service Assistant 3	8
Food Service Assistant 3	10**
Food Service Assistant 4	9
Food Service Assistant 4	11**
~~Forestry Equipment Technician~~	~~12~~
Gardener	8
Gardener	9*
Greenskeeper	10
Greenskeeper	12*
Groundskeeper	7
Groundskeeper	8*
Grounds Crew Lead	9
Heating, Ventilating and Air Conditioning Specialist	13
Historic Farmer	10
HVAC Specialist	13*
HVAC Specialist-Adv.	14*
Industries Specialist 1	11
Industries Specialist 2	12
Industries Specialist 3	13
Inventory Control Assistant	8*
Inventory Control Assistant	9**
Inventory Control Coordinator	9*
Inventory Control Coordinator-Adv.	11*
~~Laboratory Helper~~	~~6~~

Laboratory Helper	7
Laboratory Helper	8**
Laborer	7
Laborer	8*
Laundry Worker	7
Laundry Worker	8**
Laundry Worker Lead	7
Laundry Worker Lead	9**
~~Lawn Care Worker~~	~~7~~
~~Locksmith - Entry~~	~~9~~
Locksmith - Entry	10
Locksmith - Journey	11
Lottery Storekeeper	8
Maintenance Mechanic 1	9
Maintenance Mechanic 2	10
Maintenance Mechanic 3	11
Motor Vehicle Dispatcher	8
Motor Vehicle Operator – Light	7
Motor Vehicle Operator – Light	8*
Motor Vehicle Operator - Heavy	7
Motor Vehicle Operator – Heavy	9*
Offset Press Operator	9
Offset Press Operator Lead	10
PE/Sports Equip. Area Coord.	8
~~Poultry Worker – Obj.~~	~~7~~
~~Poultry Worker – Sr.~~	~~8~~
Power Plant Assistant	9
Power Plant Operator	13
Power Plant Operator – Sr.	14

Power Plant Operator – In Charge	15
~~Produce Gardener~~	~~8~~
Records Center Clerk	8
Research Gardener	8
Research Gardener	9*
~~Seamstress or~~Seamer 1	7
Seamer 1	8**
~~Seamstress or~~Seamer 2	7
Seamer 2	8*
Seamer 2	9**
Semi-Driver	11
Shipping & Mailing Associate	8*
Shipping & Mailing Associate	9**
Shipping & Mailing Associate-Adv.	9*
Shipping & Mailing Clerk 1	7
Shipping & Mailing Clerk 2	7
Shipping & Mailing Clerk 3	8
Stock Clerk	7
Storekeeper	8
~~Tool Crib Coordinator~~	~~9~~
Tree Pruner	8
Tugger Coordinator	7
Upholsterer	10
Utility Plant Operator	14

* Effective 6/25/06

** Effective 12/24/06

2/1/3 SECURITY AND PUBLIC SAFETY (SPS)

~~Animal Health Consultant~~	~~12~~
Animal Health Consultant	15
~~Animal Health Inspector - Entry~~	~~9~~
Animal Health Inspector – Entry	13
~~Animal Health Inspector - Obj.~~	~~11~~
Animal Health Inspector – Obj.	14
Boiler Safety Inspector 1	13
Boiler Safety Inspector 1	14*
Boiler Safety Inspector 2	14
Boiler Safety Inspector 2	15*
Boiler Safety Inspector 3	15
Boiler Safety Inspector 3	16*
Conservation Warden	40
Consumer Protection Investigator 1	11
Consumer Protection Investigator 2	13
Consumer Protection Investigator 3	14
Consumer Specialist 1	11
Consumer Specialist 2	12
Consumer Specialist 3	13
Consumer Specialist 4	14
Correctional Officer	31
Correctional Sergeant	32
Detention Facilities Spec.	16
Detention Facilities Spec.	17*
Elevator Safety Inspector 1	13
Elevator Safety Inspector 1	14*

Elevator Safety Inspector 2	14
Elevator Safety Inspector 2	15*
Elevator Safety Inspector 3	15
Elevator Safety Inspector 3	16*
Environmental Warden	41
Fire/Crash Rescue Specialist 1	9
Fire/Crash Rescue Specialist 1	10*
Fire/Crash Rescue Specialist 2	10
Fire/Crash Rescue Specialist 2	11*
Fire/Crash Rescue Specialist 3	11
Fire/Crash Rescue Specialist 3	12*
Fire Prevention Coordinator	16*
Flam. Comb. Liq./Prod. Inspr. 1	12
Flam. Comb. Liq./Prod. Inspr. 2	13
Flam. Comb. Liq./System Coord.	15
Flam. Comb. Liq./System Coord.	16*
Flam. Comb. Liq./System Spec. 1	13
Flam. Comb. Liq./System Spec. 1	15*
Flam. Comb. Liq./System Spec. 2	14
Flam. Comb. Liq./System Spec. 2	16*
~~Food Safety Consultant~~	~~14~~
Food Safety Consultant	15
~~Food Safety Inspector - Entry~~	~~12~~
Food Safety Inspector – Entry	13
~~Food Safety Inspector - Obj.~~	~~13~~
Food Safety Inspector – Obj.	14
Lifesaving Station Operator	11
~~Meat Safety Consultant~~	~~14~~
Meat Safety Consultant	15

~~Meat Safety Inspector - Entry~~	~~12~~
Meat Safety Inspector – Entry	13
~~Meat Safety Inspector - Obj.~~	~~13~~
Meat Safety Inspector – Obj.	14
Migrant Labor Inspector	13
Military Affairs Security Officer-Entry	8
Military Affairs Security Officer-Obj.	9
Military Affairs Security Officer-Sr.	10
Military Funeral Honors Team Member	10
Mining Safety Inspector 1	13
Mining Safety Inspector 1	14*
Mining Safety Inspector 2	14
Mining Safety Inspector 2	15*
Mining Safety Inspector 3	15
Mining Safety Inspector 3	16*
~~Multiple Products Grader - Entry~~	~~12~~
Multiple Products Grader – Entry	13
~~Multiple Products Grader - Obj.~~	~~13~~
Multiple Products Grader – Obj.	14
Occupat. Safety Consult. 1	13
Occupat. Safety Consult. 1	14*
Occupat. Safety Consult. 2	14
Occupat. Safety Consult. 2	15*
Occupat. Safety Inspector 1	12
Occupat. Safety Inspector 1	13*
Occupat. Safety Inspector 2	13
Occupat. Safety Inspector 2	14*
Occupat. Safety Inspector 3	14
Occupat. Safety Inspector 3	15*

Petroleum System Product Inspector 1	12*
Petroleum System Product Inspector 2	13*
Petroleum System Specialist – Entry	15*
Petroleum System Specialist – Senior	16*
Produce Inspector - Obj.	8
Produce Inspector – Obj.	9*
Produce Inspector - Leadworker	9
Produce Inspector – Leadworker	10*
Psychiatric Care Tech	31
Railroad Safety Analyst	11
Railroad Safety Analyst-Senior	13
Railroad Safety Analyst-Principal	14
Ranger – Assistant Property Manager	13
Ranger – Enforcement	13
Ranger – Operations	12
Safety Specialist Warden	41
Security Officer 1	7
Security Officer 1	8*
Security Officer 2	8
Security Officer 2	9*
Security Officer 3	9
Security Officer 3	10*
Security Officer 4	10
Security Officer 4	11*
Security Officer – UWHC	11*
Security Officer- UWHC Lead	12*
Special Investigative Warden	41
Storage Tank Coordinator	16*

Vehicle Emissions QA Spec-Entry	11
Vehicle Emissions QA Spec-Obj.	13
Vehicle Emissions QA Spec-Senior	14
~~Weights & Measures Inspector - Entry~~	~~10~~
~~Weights & Measures Inspector - Dev.~~	~~12~~
Weights & Measures Inspector – Dev.	13
~~Weights & Measures Inspector - Obj.~~	~~13~~
Weights & Measures Inspector – Obj.	14
~~Weights & Measures Tech. Spec.~~	~~14~~
Weights & Measures Tech Spec.	15
Youth Counselor	31
Youth Counselor – Advanced	32

*Effective 6/25/06.

2/1/4 TECHNICAL (T)

Aircraft Mechanic	15
Aircraft Pilot	25
Animal Research Tech.	9
Animal Research Tech. – Obj/Inter.	10
Animal Research Tech. – Sr.	11
Animal Research Tech. – Adv.	12
Animal Sciences Meat Technician	12
Arboretum Proj. Coord. 1	9
Arboretum Proj. Coord. 2	10
Arboretum Technician	7
Arboretum Technician	8**
Audiovisual Production Spec.	12
Audiovisual Production Spec. - Sr.	13

Audiovisual Services Asst.	10
Audiovisual Services Coordinator	11
Barber	7
Barber	8**
Beautician	7
Beautician	8**
Building Inspector ~~1~~ Entry	15
Building Inspector ~~2~~ Obj.	16
~~Cereal Chemist - Entry~~	~~8~~
Cereal Chemist ~~- Obj.~~	11
Chemical Test Coordinator 1	14
Chemical Test Coordinator 2	15
Chemistry Laboratory Tech. - Entry	7
Chemistry Laboratory Tech. - Entry	8**
Chemistry Laboratory Tech. - Obj.	8
Chemistry Laboratory Tech. - Obj.	9**
Chemistry Laboratory Tech. - Sr.	9
Chemistry Laboratory Tech. - Sr.	10**
Child Care Counselor 1	9
Child Care Counselor 1	10*
Child Care Counselor 2	10
Child Care Counselor 2	11*
Child Care Counselor 3	12
Child Care Counselor 3	13*
Communications Technician	15
Communications Technician-Senior	16
Computer Printing Technician	10
Computer Printing Technician-Lead	11
Cytopreparation Tech	8

Dental Assistant	10
Dental Assistant	11*
Dental Hygienist	17
Dental Hygienist	18*
Diagnostic Radiologic Tech-Entry	14
Diagnostic Radiologic Tech-Entry	15*
Diagnostic Radiologic Tech.-Obj.	15
Diagnostic Radiologic Tech. – Obj.	16*
Diagnostic Radiologic Tech.-Adv.	16
Diagnostic Radiologic Tech. – Adv.	17*
Dietetic Technician – Clinical	10
Dietetic Technician – Administrative	12
DNA Technician - Entry	7
DNA Technician – Entry	8*
DNA Technician - Obj.	8
DNA Technician – Obj.	9*
DNA Technician - Sr.	9
DNA Technician – Sr.	10*
Electroencephalograph Technician	13
Electroencephalograph Technician	14*
Electronics Technician-Agency	13
Electronics Technician-Agency Sr.	14
Electronics Technician-Media	12
Electronics Technician-Media Int.	13
Electronics Technician-Media Sr.	14
Electronics Technician-Research	13
Electronics Technician-Research Sr.	14
Electronics Technician-Security	13
Electronics Technician-Security Sr.	14
Electronics Technician-Specialized	13
Electronics Technician-Specialized Int.	14

Electronics Technician-Specialized Adv.	15
~~Engineering Technician 1~~	~~9~~
~~Engineering Technician 2~~	~~10~~
~~Engineering Technician 3~~	~~11~~
Engineering Technician 4	12
~~Engineering Technician 5~~	~~13~~
~~Engineering Technician 6~~	~~14~~
Engineering Tech. – Trans	10
Engineering Tech. – Trans Journey	12
Engineering Tech. – Trans Senior	13
Engineering Tech. – Trans Advanced	14
Engineering Tech. – Trans Advanced 2	15
Environmental Lab. Tech	8
Environmental Lab. Tech. - Sr.	9
~~Equipment Fabricator - Entry~~	~~9~~
~~Equipment Fabricator - Jrny.~~	~~10~~
~~Equipment Fabricator - Sr.~~	~~12~~
Erosion Control Cons.	15
Exhibits Technician	11
Exhibits Technician	13*
~~Experimental Surgery Tech~~	~~9~~
~~Fingerprint Technician 1~~	~~9~~
~~Fingerprint Technician 2~~	~~11~~
~~Fingerprint Technician 3~~	~~12~~
~~Fingerprint Technician 4~~	~~13~~
Fisheries Technician	10
Fisheries Technician	11*
Fisheries Technician-Adv.	12
Fisheries Technician-Adv.	13*
Forensic Program Tech.	9
Forensic Program Tech.	10*

Forensic Program Tech. – Sr.	10
Forensic Program Tech. – Sr.	11*
Forestry Technician	10
Forestry Technician	11*
Forestry Technician-Adv.	12
Forestry Technician-Adv.	13*
Forms Technician	12
Glass Technician	13
Glassware/Media Prep. Tech. - Entry	5
Glassware/Media Prep. Tech. - Entry	8**
Glassware/Media Prep. Tech. - Obj.	6
Glassware/Media Prep. Tech. – Obj.	8**
Grain Inspector	10
Grain Inspector - Leadworker	11
Grain Sampling Tech.	8
Grain Weighing Tech.	9
Graphic Designer - Entry	9
Graphic Designer	10
Graphic Designer - Sr.	11
Graphic Reproduction Tech. - Entry	8
Graphic Reproduction Tech.	9
Graphic Reproduction Tech. - Sr.	10
Health Information Technician 1	10
Health Information Technician 1	11*
Health Information Technician 2	12
Health Information Technician 2	13*
Heavy Equipment Operator	13***
Hemodialysis Technician	13
Herd Improvement Tech.	9
Histology Technician	11

Histology Technician – Sr.	12
Horticultural Technician	12
Identification Technician-Entry/Dev.	9
Identification Technician-Entry/Dev.	10*
Identification Technician-Obj.	10
Identification Technician-Obj.	12*
Identification Technician-Sr.	12
Identification Technician-Sr.	13*
Identification Technician-Adv.	13
Identification Technician-Adv.	14*
Instrument Maker – Entry	13
Instrument Maker – Journey	15
Instrument Maker – Adv.	16
Instrument Shop Coordinator	16
IS Comprehensive Support Technician – Entry	11
IS Comprehensive Support Technician –Int.	13
IS Comprehensive Support Technician – Sr.	14
IS Network Support Technician – Entry	11
IS Network Support Technician –Int.	13
IS Network Support Technician – Sr.	14
IS Operations Support Technician – Entry	11
IS Operations Support Technician –Int.	13
IS Operations Support Technician – Sr.	14
IS Resources Support Technician – Entry	11
IS Resources Support Technician –Int.	13
IS Resources Support Technician – Sr.	14
~~Laboratory Animal Technician 1~~	~~7~~
~~Laboratory Animal Technician 2~~	~~8~~
~~Laboratory Animal Technician 3~~	~~10~~
Laboratory Preparation Tech. - Obj.	8

Laboratory Preparation Tech. - Sr.	9
Laboratory Sample Cntrl & Rcvg Tch – Obj.	9
Laboratory Sample Cntrl & Rcvg Tch – Sr.	10
~~LeMay Center Technician~~	~~12~~
Licensed Practical Nurse	13
Licensed Practical Nurse	14*
Liquid Helium/Nitrogen Tech.	9
Material Reprocessing Asst. - Entry	6
Material Reprocessing Asst. - Entry	8**
Material Reprocessing Asst. - Obj.	7
Material Reprocessing Asst. - Obj.	9**
Meat & Animal Procurement Tech	11
Mechanician - Entry	12
Mechanician - Journey	13
Medical Assistant 1	9
Medical Assistant 1	10*
Medical Assistant 2	10
Medical Assistant 2	11*
Medical Lab Technician - Entry	10
Medical Lab Technician – Entry	11*
Medical Lab Technician - Obj.	11
Medical Lab Technician – Obj.	12*
Microbiology Lab. Tech. - Entry	7
Microbiology Lab. Tech. - Entry	8**
Microbiology Lab. Tech. - Obj.	8
Microbiology Lab. Tech. - Obj.	9**
Microbiology Lab. Tech. - Sr.	9
Microbiology Lab. Tech. - Sr.	10**
Microfilm Technician	8
Microfilm Technician – Sr.	9
Mortician	12

Natural Resource Equip. Opr.	12
Natural Resources Equip. Opr.	13*
Natural Resource Research Technician	12
Natural Resources Research Technician	13*
Necropsy Technician	9
Network Cable Technician	14
Nursing Assistant 1	9
Nursing Assistant 1	10*
Nursing Assistant 2	10
Nursing Assistant 2	11*
Nursing Assistant 3	11
Nursing Assistant 3	12*
Occupational Therapy Asst. - Entry	11
Occupational Therapy Asst. – Entry	12*
Occupational Therapy Asst. - Obj.	13
Occupational Therapy Asst. – Obj.	14*
Ocular Photography Technician	9
Ophthalmic Assistant	9
Orthopedic Appliance Tech. - Entry	8
Orthopedic Appliance Tech. - Entry	9*
Orthopedic Appliance Tech. - Obj.	10
Orthopedic Appliance Tech. - Obj.	11*
Orthopedic Appliance Tech. - Sr.	12
Orthopedic Appliance Tech. - Sr.	13*
Orthopedic Appliance Tech. - Lead	14
Orthopedic Appliance Tech. - Lead	15*
Pharmacy Technician - Entry	9
Pharmacy Technician- Entry	10*
Pharmacy Technician - Obj.	10
Pharmacy Technician – Obj.	11*

Phlebotomist	11
Phlebotomist	12*
Photo. Lab. Technician - Entry	8
Photo. Lab. Technician	9
Photo. Lab. Technician - Sr.	10
Photographer - Entry	9
Photographer	10
Photographer - Sr.	11
Physical Therapy Asst.	13
Physical Therapy Asst.	14*
Plumbing Consultant	17
Plumbing Plan Reviewer	17
Printing Assistant	11
Private Sewage Plan Reviewer	17
Property Assessment Tech. 1	8
Property Assessment Tech. 1	11*
Property Assessment Tech. 2	10
Property Assessment Tech. 2	12*
Property Assessment Tech. 3	11
Property Assessment Tech. 3	13*
PSL Ultra High Vacuum Spec.	14
Radiobiology Technician	9
Recreation Assistant	9
Research Technician 1	8
Research Technician 2	10
Research Technician 3	12
Research Technician 4	13
Research Vessel Captain	14
Research Vessel Captain	15*
Research Vessel Crew Leader	13
Research Vessel Crew Leader	14*

Resident Care Tech. 1	9
Resident Care Tech. 1	10*
Resident Care Tech. 2	10
Resident Care Tech. 2	11*
Respiratory Therapist 1	13
Respiratory Therapist 1	14*
Respiratory Therapist 2	14
Respiratory Therapist 2	15*
Respiratory Therapist 3	15
Respiratory Therapist 3	16*
Respiratory Therapist 4	16
Respiratory Therapist 4	17*
Respiratory Therapist 5	17
Respiratory Therapist 5	18*
Schmeeckle Reserve Proj. Coord.	8
~~Soil Technician~~	~~9~~
Teacher Assistant	9
Therapy Assistant - Entry	9
Therapy Assistant - Entry	10*
Therapy Assistant - Obj.	11
Therapy Assistant - Obj.	12*
Ultrasound Technician	18
Ultrasound Technician	19*
UW Extension Mail Technician	12
UW IS Customer Sales Technician	12
UW IS Customer Sales Technician – Lead	13
Veterinary Tech. 1	11
Veterinary Tech. 1	12*

Veterinary Tech. 2	12
Veterinary Tech. 2	13*
Veterinary Tech. 3	13
Veterinary Tech. 3	14*
~~Weatherization Technician 1~~	~~12~~
Weatherization Technician ~~2~~	13
Wildlife Technician	10
Wildlife Technician	11*
Wildlife Technician-Adv.	12
Wildlife Technician-Adv.	13*
X-Ray Lithography Technician	9

* Effective 6/25/06.

** Effective 12/24/06.

*** Replaces NR Equipment Operator 6/25/06.

2/1/5 ADMINISTRATIVE SUPPORT (AS)

Academic Department Assoc. (A)	10
Academic Department Assoc. (B)	11
Academic Department Spec. (A)	11
Academic Department Spec. (B)	12
Braillist	12
Clerical Assistant	7
Clerical Assistant	8**
Coding Technician	12
Coding Technician – Senior	13
Coding Technician – Advanced	14

Consumer Complaint Program Assoc. (A)	10
Consumer Complaint Program Assoc. (B)	11
Corrections Communication Operator	11
Criminal History Records Specialist	8
Criminal History Records Specialist – Sr.	9
Criminal History Records Specialist – Adv.	10
Dean Assistant	11
Dean Assistant	12*
Disability Assoc. (A)	9
Disability Assoc. (B)	10
Disability Program Assoc. (A)	10
Disability Program Assoc. (B)	11
Document Production Asst.	8
Document Production Asst. Lead	9
Educational Loan Collector 1	10
Educational Loan Collector 2	11
Employment Security Asst. 1	9
Employment Security Asst. 2	10
Employment Security Asst. 3	11
Employment Security Asst. 4	12
Environmental Program Assoc.	12
Financial Clerk	8
Financial Specialist 1	9
Financial Specialist 2	10
Financial Specialist 3	11
Financial Specialist 4	12
Financial Specialist 5	13

Institution Registrar	13
Institution Registrar	14*
Investigative Assoc. (A)	9
Investigative Assoc. (B)	10
~~Job Service Associate 1~~	~~11~~
Job Service Associate 2	12
Legal Assistant – Entry	12
Legal Assistant – Obj.	13
Legal Associate	13*
Legal Secretary – Obj.	11
Legal Secretary – Adv.	12
Legal Secretary	12*
Library Services Assistant	9
Library Services Assistant - Sr.	10
Library Services Assistant - Adv./Lead	11
License/Permit Program Assoc. (A)	10
License/Permit Program Assoc. (B)	11
Medical Program Assistant	9
Medical Program Assistant – Associate	10
Medical Program Assistant – Senior	11
Medical Staff Assistant	12
Medical Transcriptionist	8
Medical Transcriptionist – Senior	9
Military Funeral Honors Support Asst.	9
~~NR Customer Service Specialist - Entry/Obj.~~	~~10~~
NR Customer Service Specialist - Senior	11
NR Customer Service Specialist - Lead	12

Offender Records Assistant 1	9
Offender Records Assistant 1	10*
Offender Records Assistant 2	10
Offender Records Assistant 2	11*
Offender Records Assistant 3	11
Offender Records Assistant 3	12*
~~Offender Registrar~~	~~13~~
Office Assoc.	9
Office Operations Assoc.	10
Operations Program Assoc. (A)	10
Operations Program Assoc. (B)	11
Payroll & Benefits Specialist 1	9
Payroll & Benefits Specialist 2	11
Payroll & Benefits Specialist 3	12
Payroll & Benefits Specialist 4	13
Payroll & Benefits Specialist 5	14
Police Services Assoc.	10
~~Program Assistant 1~~	~~8~~
~~Program Assistant 2~~	~~9~~
~~Program Assistant 3~~	~~10~~
~~Program Assistant 4~~	~~11~~
Purchasing Assoc.	10
Real Estate Program Assoc. (A)	10
Real Estate Program Assoc. (B)	11
Real Estate Program Assoc. – Adv.	12
Revenue Customer Service Rep Entry	9
Revenue Customer Service Rep Dev.	10
Revenue Customer Service Rep Obj.	11
Revenue Customer Service Rep Adv.	12

Revenue Tax Assistant – Entry	7
Revenue Tax Assistant – Entry	8**
Revenue Tax Assistant – Objective	8
Revenue Tax Assistant – Objective	9**
Revenue Tax Representative – Entry	8
Revenue Tax Representative – Entry	9**
Revenue Tax Representative – Objective	9
Revenue Tax Representative – Objective	10**
~~Secretary 1~~	~~9~~
~~Secretary 2~~	~~10~~
Stenographic Reporter 1	12
Stenographic Reporter 2	14
Student Status Examiner 1	10
Student Status Examiner 2	11
Tax Representative 1	9
Tax Representative 1	10**
Tax Representative 2	10
Tax Representative 2	11**
Tax Representative 3	11
Tax Representative 3	12**
Technical Typist	8
Technical Typist - Sr.	9
~~Tourist Information Asst. 1~~	~~8~~
Tourist Information Asst. 1	9
~~Tourist Information Asst. 2~~	~~9~~
Tourist Information Asst. 2	10
Tourist Information Asst. 3	11
Transportation Customer Rep. 1	9
Transportation Customer Rep. 2	10
Transportation Customer Rep. 3	11

Transportation Customer Rep. 4	12
Transportation Customer Rep. 4 - Lead	12
Transportation Customer Rep. - Lead	14
Trust Funds Assistant 1	11
Trust Funds Assistant 2	12
Trust Funds Assistant 3	13
Typesetting Input Operator	10
Unemployment Comp. Assoc. 1	12
Unemployment Comp. Assoc. 2	13
Unemployment Comp. Assoc. 3	14
University Services Assoc. 1	9
University Services Assoc. 2	10
University Services Program Assoc. (A)	10
University Services Program Assoc. (B)	11
Visitor Services Assoc.	10
Vocational Rehab Program Assoc. (A)	10
Vocational Rehab Program Assoc. (B)	11
Workers Comp. Assistant 1	9
Workers Comp. Assistant 2	10
Workers Comp. Assistant 3	12

* Effective 6/25/06.

** Effective 12/24/06.

2/1/6 PROFESSIONAL SOCIAL SERVICES (PSS)

Classification	**Range**
Apprenticeship Training Representative (A)	5
Apprenticeship Training Representative (B)	6

Apprenticeship Training Representative (C)	7
Cadet Specialist (A)	4*
Cadet Specialist (B)	5*
Cadet Specialist-Lead	6*
Chaplain	6
~~Chief Regional Psychologist~~	~~10~~
Chief Regional Psychologist	11
Chief Regional Psychologist	12**
~~Chief Regional Psychologist – Doct.~~	~~10~~
Client Rights Facilitator	6
Client Services Assistant - Entry	27
Client Services Assistant-Entry	1***
Client Services Assistant - Obj.	28
Client Services Assistant-Obj.	1***
Client Services Specialist – Entry	4
Client Services Specialist - Obj.	5
Client Services Specialist - Sr.	7
Community Integration Specialist	7
~~Community Treatment Specialist~~	~~6~~
Corrections Program Specialist - Obj.	7
Corrections Program Specialist-Obj.	8**
Court Liaison 1	6
Court Liaison 2	7
Crisis Intervention Worker	7
Deaf & Hard of Hearing Specialist – Entry	4
Deaf & Hard of Hearing Specialist - Obj.	5
Deaf & Hard of Hearing Specialist - Sr.	7
Disability Claims Reviewer	8
Disability Claims Specialist	9
Disability Determination Specialist – Entry	6

Disability Determination Specialist - Obj.	7
Economic Support QA Specialist	6
Economic Support QA Specialist-Adv.	8
Economic Support Specialist 1	6
Economic Support Specialist 2	7
Employment & Training Analyst	7
Employment & Training Analyst Adv.	8
Employment & Training Counselor (A)	4
Employment & Training Counselor (B)	5
Employment & Training Counselor (C)	6
Employment & Training Specialist (A)	4
Employment & Training Specialist (B)	5
Employment & Training Specialist – Lead	6
Equal Rights Officer - Entry	3
Equal Rights Officer - Jrny.	5
Equal Rights Officer - Sr.	7
~~Experiential Rec. Spec. – Entry~~	~~3~~
~~Experiential Rec. Spec – Obj.~~	~~4~~
Experiential Rec. Spec. (A)	4
Experiential Rec. Spec. (B)	5
Health Services Specialist 1	7
Health Services Specialist 2	8
Juvenile Review & Release Specialist	8
Juvenile Services Specialist	7
Labor Market Analyst (A)	4
Labor Market Analyst (A)	5**
Labor Market Analyst (B)	5
Labor Market Analyst (B)	6**
Labor Market Analyst (C)	6

Labor Market Analyst (C)	7**
Licensing/Certification Specialist	7
Medical Records Librarian	4
~~Medigap Insurance Specialist – Entry~~	~~4~~
~~Medigap Insurance Specialist - Obj.~~	~~5~~
Medigap Insurance Specialist (A)	4
Medigap Insurance Specialist (B)	5
~~Medigap Insurance Specialist - Lead~~	~~6~~
Medigap Insurance Specialist – Lead	7
Offender Classification Specialist (A)	6
Offender Classification Specialist (A)	7**
Offender Classification Specialist (B)	7
Offender Classification Specialist (B)	8**
~~Ombudsman Services Spec. – Entry~~	~~5~~
~~Ombudsman Services Spec. – Obj.~~	~~6~~
Ombudsman Services Spec. (A)	5
Ombudsman Services Spec. (B)	7
Parole Commission Member	10
~~Probation and Parole Agent (A)~~	~~4~~
~~Probation and Parole Agent (B)~~	~~5~~
Probation and Parole Agent (A)	5
Probation and Parole Agent (B)	6
Probation and Parole Agent (C)	7
Psychological Associate (A)	8
Psychological Associate (B)	9
~~Psychological Services Associate – Entry~~	~~4~~
~~Psychological Services Associate – Obj.~~	~~6~~
Psychological Services Assistant (A)	5

Psychological Services Assistant (B)	6
~~Psychologist – Licensed~~	~~9~~
Psychologist – Licensed	10
Psychologist-Licensed	11**
~~Psychologist~~	~~8~~
~~Psychologist – Doct.~~	~~8~~
~~Psychologist – Sr.~~	~~9~~
~~Psychologist – Sr. Doct.~~	~~9~~
~~Recreation Leader – Entry~~	~~3~~
~~Recreation Leader – Obj.~~	~~4~~
Recreation Leader (A)	4
Recreation Leader (B)	5
Regional Housing Specialist	6
Rehabilitation Spec. for the Blind – Entry	4
Rehabilitation Spec. for the Blind – Int.	5
Rehabilitation Spec. for the Blind – Senior	7
~~Rehabilitation Case Mgr. - Obj.~~	~~5~~
~~Rehabilitation Case Mgr. - Sr.~~	~~6~~
Rehabilitation Case Mgr. (A)	5
Rehabilitation Case Mgr. (B)	6
School Psychologist	8
School Psychologist	9**
~~School Psychologist – Doct.~~	~~8~~
School Psychologist – Sr.	9
School Psychologist – Sr.	10**
~~School Psychologist – Sr. Doct.~~	~~9~~
Social Services Spec. 1	6
Social Services Spec. 2	7
Social Worker – In Training	4
Social Worker	5
Social Worker	6**

Social Worker – Sr.	7
Social Worker – Sr.	8**
Social Worker – Adv.	7
Social Worker-Adv.	8**
Social Worker – Clinical	9
Social Worker-Corrections (A)	4
Social Worker-Corrections (B)	5
Social Worker-Corrections (C)	7
Substance Abuse Counselor - Entry	2
Substance Abuse Counselor - Obj.	4
Treatment Specialist 1	6
Treatment Specialist 2	7
Tribal Services Coordinator	8
~~Unempl. Benefit Analyst 1~~	~~6~~
~~Unempl. Benefit Analyst 2~~	~~7~~
Unempl. Benefit Analyst 3	8
Unempl. Benefit Analyst 4	9
~~Unempl. Benefit Specialist 1~~	~~4~~
Unempl. Benefit Specialist 1	5
~~Unempl. Benefit Specialist 2~~	~~5~~
Unempl. Benefit Specialist 2	6
~~Unempl. Benefit Specialist 3~~	~~6~~
Unempl. Benefit Specialist 3	7
~~Unempl. Benefit Specialist 4~~	~~7~~
Unempl. Benefit Specialist 4	8
~~Unempl. Benefit Specialist 5~~	~~8~~
~~Unempl. Benefit Specialist 5~~	~~9~~
Unempl. Insurance Collection Spec. – Entry	4
Unempl. Insurance Collection Spec. – Inter.	5

Unempl. Insurance Collection Spec. – Sr.	6
Unempl. Insurance Collection Spec. – Adv.	7
Unempl. Tax & Acctg. Spec. - Entry	4
Unempl. Tax & Acctg. Spec. - Inter.	5
Unempl. Tax & Acctg. Spec. - Sr.	6
Unempl. Tax & Acctg. Spec. - Adv.	7
Veterans Asst. Prog. Spec.	6
Veterans Benefit Specialist 1	3
Veterans Benefit Specialist 2	4
~~Veterans Benefit Specialist 3~~	~~5~~
Veterans Claims Officer 1	5
Veterans Claims Officer 2	6
~~Veterans Employment & Tng. Spec.~~	~~4~~
Victim Services Specialist 1	5
Victim Services Specialist 2	7
Vocational Rehabilitation Cnslr – In Training	6
Vocational Rehabilitation Cnslr (A)	7
Vocational Rehabilitation Cnslr (B)	8
Vocational Rehab. Spec. 1	6
Vocational Rehab. Spec. 2	7
Vocational Rehab. Spec. 3	8
Volunteer Coordinator	4
Worker’s Compensation Rehab. Spec.	6
Worker’s Comp. Specialist 1	4
Worker’s Comp. Specialist 2	5
Worker’s Comp. Specialist 3	6

* Effective the first day of the pay period following the effective date of the contract.

** Effective the first day of the pay period following the effective date of the contract.

*** Effective 12/24/06.

2/1/7 Employees excluded from these collective bargaining units are all office professional, (except Professional Social Services unit employees), sessional, confidential, limited term, project, management, supervisory and building trades-craft employees. All employees are in the classified service of the State of Wisconsin as listed in the certifications by the Wisconsin Employment Relations Commission as set forth in this Section.

2/1/8 The parties will review all deletions of existing classifications from the bargaining unit as well as all new classifications relating to the bargaining unit and, if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Wisconsin Employment Relations Commission for final resolution.

2/1/9 The WSEU will be provided by OSER, upon written request, available statistical data in OSER's possession on LTE utilization.

SECTION 2: Dues Deduction

2/2/1 Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement on forms presently being provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union. A list of all employees from whose pay dues have been deducted shall be sent to the appropriate local with that local's dues deduction check. At the same time, a copy of said list of employees shall also be sent to Council 24.

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

2/2/2A Dues shall be deducted each pay period (biweekly) if the local Union has notified the Office of State Employment Relations, or the University of Madison payroll, of its intent to change from the current deduction method to a biweekly deduction and has provided the amount of the biweekly deduction.

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

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

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

2/2/6 The Employer will not deduct from the pay of any employees in any bargaining unit covered by this Agreement dues or other financial contributions for any other labor organization.

2/2/7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 3: Bulletin Boards

2/3/1 The Employer shall provide bulletin boards at locations mutually agreed upon for use by the local Unions to enable employees of the bargaining unit to see notices posted thereon. Such mutual agreement shall be arrived at locally. The normal size of new bulletin boards will be eight (8) square feet. The Employer will maintain bulletin boards provided under prior negotiated collective bargaining agreements and they need not conform to the normal size. In the event any new bulletin boards are

mutually agreed upon, the Employer shall pay fifty percent (50%) and the Union shall pay fifty percent (50%) of the cost of such new boards. All notices shall be posted by the President of the local Union or his/her designee and shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

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

G. Reports of Union standing committees;

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

I. Official Union publications.

2/3/2 (AS) In those buildings where no boards exist for the WSEU and/or the Administrative Support unit local, a bulletin board shall be made available if there are at least ten (10) employees of the unit. The location and size of the board shall be determined by mutual local agreement. In those locations employing less than ten (10) administrative support unit employees, space for two (2) 8 1/2 x 11 sheets shall be made available on existing management bulletin boards, with the mutual agreement by the parties at the worksite.

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

2/3/4 (BC, SPS, T, PSS) The location, size, type and number of bulletin boards shall not be subject to the grievance procedure in Article IV. In determining the location and number of new bulletin boards at assigned work sites, consideration shall be given to diverse factors including but not limited to: normal traffic patterns, the number of employees at such work locations, the type of work performed, the general location of employee gathering places, such as break rooms and lounges, and access of the public to such locations. The location, size, type and number of new bulletin boards shall be subject to

the grievance procedure in Article IV. For the purposes of this paragraph only "assigned work sites" shall mean the facility or location to which the employee is normally assigned by the Employer and from which he/she performs his/her assigned duties.

SECTION 4: Personnel Transactions

2/4/1 In the next directory published for the University of Wisconsin--Madison, a listing of all University employees covered by this Agreement who work at the University of Wisconsin--Madison will be included. The listing will include:

A. The name;

B. Building location;

C. Work Phone;

D. Home address;

E. Home phone;

F. Employees classification.

The listing of the home address and home telephone is at the employee's option.

2/4/2 The Employer will furnish the Treasurers of the local unions a list of dues check off information, seniority information and personnel transactions affecting employees in the units covered by this Agreement. This information will be included with the dues checks received from the payroll department on a biweekly basis including "C" payroll periods and will include the following information:

A. bargaining unit;

B. employee name;

C. social security number;

D. classification (old, new);

E. work telephone number;

F. home and work addresses;

G. seniority date and tie-breaker information;

H. ethnic group;

I. sex;

J. amount of dues deducted;

K. effective date of the dues deduction;

L. personnel transaction and effective date;

M. "add" if new employee;

N. "C" to indicate a change in employee information.

2/4/3 The Employer agrees to provide Council 24 with thirty (30) days notice of any positions which will be reallocated out of the bargaining unit as a result of personnel surveys by the Office of State Employment Relations.

2/4/4 Notwithstanding the provisions of §19.31-19.36 and 230.13 Wis. Stats. and any applicable Federal laws, the Employer will not release any information relating to the names, addresses, classifications, social security numbers, home addresses or home telephone numbers of employees covered by this Agreement to labor unions, labor organizations, local unions or the press except for Council 24 and the local union treasurer for the purpose of local membership list, unless required to do so by the Wisconsin Employment Relations Commission or a court of law. The Employer will notify the Union of any lists provided under this Section. This section does not preclude the Employer from providing such information about an individual employee when requested by financial institutions or other businesses and the employee consents.

SECTION 5: Union Activity

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

SECTION 6: Union Conventions, Educational Classes and Bargaining Unit Conferences

2/6/1 Conventions

Duly elected Union delegates or alternates to the annual conventions of the Wisconsin State Employees Union, Council 24, the Wisconsin State AFL-CIO Convention and the Wisconsin PEOPLE convention shall be granted time off, without pay and without loss of benefits, not to exceed a total of thirteen (13) workdays annually to attend said conventions.

2/6/2 Duly elected Union delegates or alternates to the biennial convention of the AFSCME, AFL-CIO, shall be granted time off without pay and without loss of benefits, not to exceed a total of ten (10) workdays, to attend said convention.

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

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

2/6/5 Educational Classes

Employees who are elected or selected by the Union to attend educational classes conducted by or for the Union shall be granted time off without pay <u>and without loss of benefits</u> for the purpose of participating in such classes. The number of employees for all six bargaining units shall not exceed the following:

2/6/6 (BC, SPS, T)

A. Wisconsin Veterans Home local -- 5

B. Northern Center for the Developmentally Disabled -- 5

C. Central Center for the Developmentally Disabled -- 5

D. Southern Center for the Developmentally Disabled -- 5

E. Mendota Mental Health Institute local -- 5

F. Winnebago Mental Health Institute local -- 5

G. University of Wisconsin - Milwaukee local -- 5

H. University of Wisconsin - Madison local -- 21 total (not to exceed 15 BC, 10 T, 1 SPS)

I. Each Correctional Institution local – 4

J. DNR Local 1218 – 3 (per chapter)

K. Statewide locals (excluding Local 55) -- 7 (each)

L. All other locals -- 2 (each)

2/6/7 (AS)

Administrative Support employees to attend educational classes will be based on the following:

100 or less: 2

For each additional 100 employees, there will be one additional employee released.

2/6/7A (PSS)

Statewide locals -- 18 each

2/6/8 (BC, SPS, T) The number of workdays off for such purposes shall not exceed ten (10) for each employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay and without loss of benefits as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such functions.

2/6/9 (AS) The number of workdays off for such purposes shall not exceed ten (10) for any one employee in any one calendar year except at the University of Wisconsin-Madison local where the number of bargaining unit employees who may attend shall not exceed ten (10) and the number of workdays off shall not exceed seven (7) for any one employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay and without loss of benefits as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice in writing of his/her intention to attend such functions.

2/6/9A (PSS) The number of workdays off for such purposes shall not exceed ten (10) for any one employee in any one calendar year. This time off may be charged to vacation credits, holiday credits, compensatory time or to leave without pay and without loss of benefits as the employee may designate. Where the nature of the educational class is for professional development, such time may be charged to time off without loss of pay and without loss of benefits under Article 11/13/2, as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance notice of the employee's intention to attend such functions.

2/6/10 Bargaining Unit Conferences

Attendance at bargaining unit conferences covered by this Section shall be limited to the regularly scheduled bargaining unit conferences held in June and September of each year of the contract and up to six (6) special bargaining unit conferences for the duration of the Agreement. This time off may be charged to vacation credits, holiday credits, compensatory time credits or to leave without pay and without loss of benefits as the employee may designate. The employee shall give his/her immediate supervisor at least ten (10) calendar days advance written notice of the employee's intention to attend such function.

2/6/11 Schedule Changes

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

2/6/12 Where notice from the employee is required in 2/6/4, 2/6/8, 2/6/9, 2/6/9A, and 2/6/10 above, Council 24 shall also provide insofar as possible, at least seven (7) calendar days in advance of the function, written notice containing the names, department and local union designation of the employees designated to attend such functions. This written notice is to be sent to the Office of State Employment Relations, Bureau of Labor Relations.

SECTION 7: Printing of Agreement

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

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

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

2/8/1 Local Union officers and stewards shall be granted time off without pay <u>and without loss of benefits</u> to attend local Union meetings, monthly steward meetings, and monthly local union executive board meetings, upon ten (10) calendar days advance notice to his/her immediate supervisor. When the officer, steward, and local executive board member is granted time off without pay <u>and without loss of benefits</u> to attend the local union meeting, steward meeting, and monthly local union executive board meeting, the employee will be allowed to work up to four (4) hours to make up for such lost time for each local union meeting and monthly local union executive board meeting, and eight (8) hours for a monthly steward meeting. Makeup time for all employees shall be at the regular rate of pay and

scheduled by the Employer. Makeup time shall normally occur during the same week that the meeting occurred but may occur in the following week or pay period if it does not generate overtime under the Agreement or the Fair Labor Standards Act requirements.

2/8/1A Council 24 Executive Board Committee meetings may also be approved for local Union officers and stewards to attend, under the same conditions as in 2/8/1 after confirmation of the meeting has been provided to the Employer. Confirmation can be accomplished by Council 24 posting a notice of such meetings on their official website, or by notice provided directly to OSER. Council 24 will make every effort possible to post all Union, Council 24 Executive Board, and/or Council 24 Executive Board Committee meetings on its official website. Council 24 will also provide OSER with notification of the above meetings via e-mail whenever possible.

2/8/2 Schedule Changes

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

SECTION 9: Telephone, Email And Fax Use

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

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

2/9/3 (BC, T, PSS, SPS) Local Union officers and stewards may use their existing state assigned Email for conducting Union business only as authorized under the Agreement. Such use shall be in compliance with 2/5/1. No political campaign literature or material detrimental to the Employer or the Union shall be distributed. This provision does not obligate the Employer to expand Email access nor limit agencies from developing or modifying their own policies and procedures for Email use. This provision shall expire with the expiration of the ~~2001-2003~~2005-2007 Agreement.

SECTION 10: Mail Service

2/10/1 (SPS) Local Unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of four membership mailings per month, not to exceed thirty six (36) mailings per year, to members of their respective locals. Local Unions shall be allowed to use intra-institutional mail service (if available). Such mailings must be of a reasonable size and volume and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings

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

G. Reports of Union Standing Committees.

2/10/1A (AS, BC, T, PSS) Local unions shall be allowed to use the existing inter-departmental and/or intra-departmental mail system(s) of the State of Wisconsin for a maximum of twenty-four (24) membership mailings per year, not to exceed four (4) per month, to members of their respective locals. Local Unions shall be allowed to use intra-departmental mail service (if available). Such mailings must be of a reasonable size and volume, and prepared by the local Union in accordance with prescribed mail policy. The Employer shall be held harmless for the delivery and security of such mailings. The content of such mailings shall relate to the matters listed below:

A. Union recreational and/or social affairs;

B. Union appointments;

C. Union elections;

D. Results of Union elections;

E. Union meetings;

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

G. Reports of Union Standing Committees.

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

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

SECTION 11: Visitations

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

SECTION 12: Executive Board of Council 24

2/12/1 Council 24 will furnish to the Office of State Employment Relations, Bureau of Labor Relations, in writing, the names, departments, and local Union designation of elected members of the Executive Board within five (5) days after election to the Executive Board. Notification of any changes in the membership of the Executive Board shall be made in writing to the Office of State Employment Relations, Bureau of Labor Relations within five (5) days after such change. Duly elected members of the Executive Board of Council 24 of the Wisconsin State Employees Union [not to exceed a total of twenty (20) employees from all bargaining units] shall be granted time off without pay to attend the regular monthly meeting and no more than six (6) special meetings of the Executive Board each calendar year. Such members will give their immediate supervisors seven (7) days advance written notice of the intended absence.

SECTION 13: Loss of Benefits

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

2/13/2 Employees on leave of absence without pay shall continue to earn vacation~~,~~ and sick leave~~, and length of service credits~~ for time spent in authorized union activities contained in Article II, Section 12 (Executive Board) and for contract negotiations meetings with the Employer [six (6) designated members of the Union's bargaining team from each of the bargaining units covered by this Agreement]. A total of up to six (6) employees from all six (6) bargaining units on leave of absence under 13/8/3 shall also be covered. Such coverage shall be limited to a cumulative period of time of up to one (1) year per person for the life of the contract.

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

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

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

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

SECTION 14: Local Union Orientation

2/14/1 A representative (two for SPS/DOC) of the local Union shall be granted up to thirty (30) minutes (forty-five (45) for SPS/DOC) for Union orientation during scheduled group orientations involving from two (2) to five (5) new, restored, or reinstated WSEU represented employees as well as employees reallocated from non-WSEU represented bargaining units. When six (6) or more WSEU represented employees are scheduled, up to sixty (60) minutes (ninety (90) for SPS/DOC) shall be scheduled. The Employer shall notify the local Union five (5) days prior to any group orientation.

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

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

2/14/4 (AS, T, BC) Prevention of a hostile work environment shall be a component of all new employee training.

SECTION 15: Utilization of Technologies

2/15/1 Both the Employer and the Union agree that changing technologies in the work place significantly enhance communications not only internally, but also externally. Computers, fax machines, e-mail, Internet access, multimedia, and video conferencing, to name a few, have changed the dynamics of the work place.

Because of the continuing expansion and enhanced capabilities with these technologies, the Employer and the Union agree to establish a joint state-wide committee to discuss, and upon mutual agreement, implement policies pertaining to the Unions' ability, and responsibilities in, utilizing these new technologies.

ARTICLE III
MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
GRIEVANCE PROCEDURE

SECTION 1: Definition

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

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

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

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

4/1/5 The parties will make a good faith effort to handle filed grievances, discipline and investigations in a confidential manner. The Employer and the Union agree to not release any open or closed grievance or arbitration file(s) to another organization or person not representing the Union or the Employer unless both parties mutually consent or the release is required by the WERC or a court of law. A breach of confidentiality will not affect the merits of the grievance, discipline or investigation.

4/1/6 (AS) Representatives of the Union and Management shall be treated as equals and in a courteous and professional manner.

SECTION 2: Grievance Steps

4/2/1 (AS, BC, SPS, T) Pre-Filing: When an employee(s) and his/her Local Union representative become aware of circumstances, other than disciplinary actions, including written reprimands, that may result in the filing of a Step One grievance, it is the intent of the parties that, prior to filing a grievance, the Local Union representative will contact the immediate supervisor of the employee to identify and discuss the matter in a mutual attempt to resolve it. The parties are encouraged to make this contact by telephone. The State's DAIN line facilities will be used whenever possible. Both parties will provide any and all documents available, if requested, at the pre-filing step. **(PSS)** If the grievance is denied, the grievance response will include an explanation of the reason for denial.

4/2/2 If the designated agency representative determines that a contact with the immediate supervisor has not been made, the agency representative will notify the Local Union and may hold the grievance in abeyance for not more than fourteen (14) days, for an attempt at such contact to be made.

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

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

4/2/5 Step One: Within twenty-one (21) calendar days of receipt of the written grievance or within twenty-one (21) calendar days of the date of the supervisor contact provided for in 4/2/1, whichever is later, the designated agency representative will schedule a hearing with the employee and Local Union representative and respond to the Step One grievance. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. If the grievance is denied, the grievance response will include an explanation of the reason for denial.

4/2/6 Step Two: If dissatisfied with the Employer's answer in Step One, to be considered further, the grievance must be appealed to the appointing authority or the designee (i.e., Division Administrator, Bureau Director, or personnel office) within fourteen (14) calendar days from receipt of the answer in Step One. Upon receipt of the grievance in Step Two, the department will provide copies of Step One and Step Two to the Bureau of Labor Relations of the Office of State Employment Relations as soon as

possible. Within twenty-one (21) calendar days of receipt of the written grievance, the designated agency representative(s) will schedule a hearing with the employee(s) and his/her designated Local Union representative(s) and a representative of Council 24 (as Council 24 may elect) and respond to the Step Two grievance, unless the time limits are mutually waived. The Employer and the Union agree to hear Step Two grievances on a regular schedule, where possible, at the work site or mutually agreed upon locations. By mutual agreement of the parties, the parties are encouraged to hold grievance hearings by telephone or video conferencing. The State's DAIN line facilities will be used whenever possible. If the grievance is denied, the grievance response will include an explanation of the reason for denial. If the Employer has not responded to the grievance within sixty (60) days of the filing at Step Two, the Union may, prior to Step Three, refer the grievance to Council 24 and the Office of State Employment Relations to expedite an answer to the grievance.

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

Time Limits

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

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

4/2/10 Arbitrations for discharge cases will be heard within one (1) year from the date of appeal to arbitration.

SECTION 3: Arbitration Panel Procedures

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

4/3/2 ~~Where~~When two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances ~~where~~when agreement is not reached, a separate arbitrator from the panel shall be appointed for each grievance. ~~Where~~When the grievance is denied by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Union. ~~Where~~When the grievance is upheld by the arbitrator, the fees and expenses of the arbitrator and the costs of a court reporter, if one was requested by either party for the hearing, will be borne by the Employer. ~~Where~~When the grievance is upheld in part and denied in part by the arbitrator, the fees and expenses of the arbitrator and the costs of the court reporter, if one was requested by either party for the hearing, will be shared equally by the parties. Except as provided in Section 11 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. ~~On~~In grievances ~~where~~when the arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability unless the parties agree otherwise. ~~Where~~When the question of arbitrability is not an issue, the arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

4/3/3 Both parties agree that there will be a panel of twelve (12) arbitrators selected to hear arbitration cases that are covered under the Agreement between the parties.

The procedure for selecting this panel of twelve (12) arbitrators is as follows:

A. Both parties will make an attempt to mutually agree on a panel of twelve (12) arbitrators.

B. If mutual agreement cannot be reached on the total twelve (12) arbitrators then the remaining number of arbitrators needed to complete the panel will be selected equally between the two parties.

C. After one (1) year from the date the panel was selected, either party shall have the right to eliminate up to two (2) arbitrators from the panel.

D. In replacing the arbitrators that were eliminated from the panel the procedure in B above shall again be used, but, it is noted that any arbitrator eliminated in C above may not be placed back on the panel.

4/3/4 The procedure for selecting an arbitrator from the panel to hear a particular case is as follows:

A. Each arbitrator shall be assigned a number one (1) through twelve (12).

B. In selecting an arbitrator for a case the parties shall draw five (5) arbitrator numbers at random from the total twelve (12). Then the elimination process will be used to select one (1) arbitrator from the group of five (5).

C. If both parties mutually disagree with the arbitrator number that has been selected in B above, then the original process of selecting an arbitrator shown in B above will again be used.

D. If, after two attempts, the parties mutually disagree with the arbitrator number that has been selected, then both parties shall jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service.

E. Both parties shall jointly send letters to the twelve (12) arbitrators selected and request these arbitrators to agree to participate on the panel and comply with specific requirements.

F. Both parties agree to some type of retainer fee for each of the selected arbitrators in addition to a set daily fee allowed each arbitrator for his/her services.

4/3/5 Both parties shall jointly contact court reporters from around the state and develop a listing of these reporters who will agree to return the transcript of a hearing within ten (10) days from the date of the hearing.

4/3/6 Both parties agree to submit exhibits to each other that will be entered into evidence at the arbitration at least three (3) work days prior to the date of arbitration. Exhibits postmarked at least three (3) work days prior to the arbitration will satisfy the requirement.

4/3/7 The names of the witnesses that will be called to testify shall be shared with the other party three (3) work days prior to the hearing.

4/3/8 Disputes which arise under 4/3/6 or 4/3/7 will be resolved by OSER and Council 24.

4/3/9 If briefs are to be filed, both parties shall file their briefs within fourteen (14) days from the date of their receipt of the transcript. This time limit may be extended if mutually agreed by the two parties.

4/3/10 The decision of the arbitrator will be final and binding on both parties of this Agreement. When the arbitrator declares a bench decision, this decision shall be rendered within fifteen (15) calendar days from the date of the arbitration hearing. On discharge and 230.36 hazardous duty cases, the decision of the arbitrator shall be rendered within fifteen (15) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed. On all other cases, the decision of the arbitrator shall be rendered within thirty (30) calendar days from receipt of the briefs of the parties or the transcript in the event briefs are not filed.

SECTION 4: Retroactivity

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

SECTION 5: Exclusive Procedure

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

SECTION 6: Number of Representatives and Jurisdictions

4/6/1 (BC, SPS, T) Council 24 shall designate a total of up to 750 grievance representatives who are members of the bargaining units for the bargaining units.

4/6/2 (AS) Council 24 shall designate a total of up to 500 grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/2A (PSS) Council 24 shall designate a total of up to 115 grievance representatives who are members of the bargaining unit for the bargaining unit.

4/6/3 The Union shall designate the jurisdictional area for each grievance representative and his/her alternate. Each jurisdictional area shall have a similar number of employees and shall be limited to a reasonable area to minimize the loss of work time and travel giving consideration for the geographic area, employing unit, work unit, shift schedule and the right and responsibility of the WSEU to represent the employee of the bargaining unit. Jurisdictional areas shall include other employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a grievance representative.

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

4/6/4A (AS) Each local Union may appoint chief stewards, and shall furnish to the Employer, in writing, the name of the Chief Steward for each respective jurisdictional area. The grievance representative of the local may consult with his/her appropriate jurisdictional area Chief Steward by telephone pursuant to the provisions of Article II, Section 9 (Telephone Use) in the event the grievance representative needs advice in interpreting the Agreement or in handling a grievance.

4/6/5 In those instances where there is not a designated grievance representative from an employee's bargaining unit available in the same building, a designated grievance representative from another WSEU represented bargaining unit or local Union within the same building shall be allowed, pursuant to Paragraph 4/8/1, to cross bargaining unit or local Union lines so as to provide grievance representation. Such substitute grievance representative shall obtain approval from his/her supervisor prior to providing such substitute representation.

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

4/6/7 (AS) The Union shall furnish to the Employer in writing the names of the grievance representatives, and their respective jurisdictional areas as soon as they are designated and determined but not later than 180 calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Union as soon as the changes are made.

4/6/8 The Employer will supply the local Union with a list of supervisors to contact on grievance matters.

SECTION 7: Union Grievances

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

SECTION 8: Processing Grievances

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

B. For purposes of training, first time new local union stewards will be permitted a reasonable amount of time without loss of pay to accompany a senior steward during the investigation and processing of one grievance (from pre-filing through step 2), one investigatory interview and one pre-disciplinary (Loudermill) meeting. Prior approval from the new steward's supervisor is required to exercise these provisions. Management will base participation decisions on the proximity of the stewards, work schedules, and staffing levels. The Employer may grant additional steward training as identified in this provision. Current practices will continue.

4/8/2 Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to investigate and process grievances from pre-filing through Step Three (including consultations) in their jurisdictional areas during their regularly scheduled hours of employment. Only one designated grievance representative will be permitted to process any one grievance without loss of pay as above. Further, in a group grievance, only one grievant, appearing without loss of pay, shall be

the spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employees covered by the grievance.

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

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

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

B. **(BC, PSS, T)** In cases where a steward is not available on an employee's shift to represent an employee in a hearing, the Employer will arrange for a steward from another shift. In scheduling the hearings, the Employer shall give consideration to minimizing the time between the hearing and the steward's shift. By mutual agreement, the steward's schedule may be adjusted to allow the steward to be in pay status during the hearing.

4/8/5 The Employer is not responsible for any compensation of employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

4/8/6 (BC, AS) The Employer and the Union may mutually agree to the need for an interpreter in discipline hearings and the Pre-Filing Step and Steps One and Two of the grievance procedure. The interpreter shall be used to assist persons who are hearing impaired or who do not speak English to understand the proceedings. The person selected as the interpreter will be mutually agreed to, and the Union and the Employer shall share the costs equally.

4/8/7 The Employer will send one (1) copy of the answered grievance at Step One to the District Council 24 area representative.

4/8/8 Information Requests

Both parties have the responsibility to share information when available. When requested by Council 24, information, materials, or photo copies pertinent to representation in the grievance procedure will be provided at no cost to the Union, prior to the 2nd step of the grievance process.

Any requests where costs exceed $50.00 (fifty dollars), if questioned by the agency, must be approved by the Director of Council 24, and OSER.

SECTION 9: Discipline

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

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

B. When an employee reasonably believes a meeting or informal counseling with his/her supervisor will result in disciplinary action, the employee has the right to consult with a union representative when the employee requests one. If a supervisor tells an employee that the interview or counseling will not result in discipline, there is no reasonable basis to believe the meeting will result in discipline, the employee must answer questions or may be subject to discipline for insubordination. If a

supervisor denies an employee union representation and informs the employee that he/she will not be disciplined as a result of the meeting or counseling and then the supervisor does discipline the employee as a result of the meeting or counseling, the Office of State Employment Relations will not support the agency's disciplinary actions.

4/9/3 Unless Union representation is present during informal counseling or performance evaluation, disciplinary action cannot be taken at such counseling or performance evaluation meetings. The occurrence of an informal counseling or performance evaluation meeting shall not be used as the basis for or as evidence in any subsequent disciplinary action. Such a meeting can be used to establish that an employee had been made aware of the circumstances which resulted in performance evaluation or informal counseling.

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

4/9/4/A The Employer agrees that when a written note of suspension with pay, pending an Employer investigation, is sent to an employee, a copy of the notice will also be provided to the Local Union president or his/her designee. [Historical Note: This language was moved from old Negotiating Note 36, which was deleted.]

4/9/5 When an employee has been formally notified of an investigation, and the Employer concludes no discipline will be taken at the present time, the employee shall be so advised. If a Union representative was present during the investigation, the Union representative shall also be advised. Such notification shall be provided in a timely manner.

4/9/6 No suspensions without pay shall be effective for more than thirty (30) days.

4/9/7 Where the Employer provides written notice to an employee of a pre-disciplinary meeting, and the employee is represented by a WSEU statewide local union, the Employer will provide a copy of such notice to the local union. Current practices between other WSEU local unions and the Employer will continue.

4/9/8 An employee shall be informed by his/her supervisor that he/she is being verbally reprimanded at the time such reprimand is issued. Verbal reprimands shall not be reduced to writing and placed in the employees personnel file(s), and shall not be used as a step in the progressive discipline process.

SECTION 10: Exclusion of Probationary Employees

4/10/1 Notwithstanding Section 9 above, the retention or release of probationary employees shall not be subject to the grievance procedure except those probationary employees who are released must be advised in writing of the reasons for the release and do, at the discretion of the Equal Rights Division of the Department of Workforce Development, have the right to a hearing before the Equal Rights Division. If a meeting is held to notify an employee of his or her release for failure to pass original probation, union representation may be requested. The purpose of such representation is to observe, ask clarifying questions and advise the employee. Failure of a Union representative to attend shall not delay the release of the probationary employee.

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

SECTION 11: Pay Status of Arbitration Witnesses

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

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

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

SECTION 12: Special Arbitration Procedures

4/12/1 In the interest of achieving more efficient handling of routine grievances, including grievances concerning minor discipline, the parties agree to the following special arbitration procedures. These procedures are intended to replace the procedure in Subsection 4/3/1-7 for the resolution of non-precedential grievances as set forth below. If either of the parties believes that a particular case is precedential in nature and therefore not properly handled through these special procedures, that case will be processed through the full arbitration procedure in subsection 4/3/1-7. Cases decided by these methods of dispute resolution shall not be used as precedent in any other proceeding.

Arbitrators will be mutually agreed to by District Council 24, WSEU, and the State Bureau of Labor Relations for both of these procedures during the term of the contract.

A. Expedited Arbitration Procedure

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

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

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

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

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

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

7. Representatives of OSER and AFSCME Council 24 shall meet and mutually agree on an arbitrator.

B. Umpire Arbitration Procedure

1. Whenever possible, each arbitrator will conduct hearings a minimum of two (2) days per month. District Council 24, Wisconsin State Employees Union and the State Bureau of Labor Relations will meet with the arbitrator at least once every six months and select dates for hearings during the next six (6) month period.

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

3. Cases will be given an initial joint screening by representatives of the State Bureau of Labor Relations and the WSEU, Council 24. Either party will provide the other with an initial list of the cases which it wishes to be heard on a scheduled hearing date at least forty-five (45) calendar days prior to a hearing date. This list may be revised upon mutual agreement of the parties at any time up to fifteen (15) calendar days prior to the hearing date.

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

5. The arbitrator will normally hear at least eight (8) cases at each session unless mutually agreed otherwise. Whenever possible, the cases will be grouped by campus, institution and/or geographic area and heard in that area. The hearing site may be moved to facilitate the expeditious handling of the day's cases.

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

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

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

SECTION 13: Concentrated Performance Evaluation

4/13/1 (BC, PSS, SPS) Employees will be placed on a concentrated performance evaluation program only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, the Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

4/13/1A (AS, T) Employees will be placed on a concentrated performance evaluation program (for example, Performance Improvement Plan/PIP, Concentrated Performance Planning and Development/CPPD, Final Performance Improvement Plan/FPIP, Concentrated Performance Evaluation/CPE, etc.) only after the Employer has documented the reasons for such action and with the prior approval of the department head or his or her designee(s). Placement on the program must not be arbitrary and capricious. At the time an employee is placed on a concentrated performance evaluation program, a representative of the local Union will receive formal written notice of the action. At the request of the employee (after the employee has been made aware of the possible consequences of being put on the program), a Union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a Union representative shall not delay this scheduled meeting. Neither the notice to the employee nor the placement of the employee on such a program is grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program. At such time as the employee is subjected to disciplinary action, the principle of just cause must be met.

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

4/13/3 (AS) Evaluations that occur more than once per year may be used as documentation of the reasons for beginning a concentrated performance evaluation program. Such evaluations shall be corrective in nature and shall not result in discipline without just cause. The parties agree that this paragraph does not change the grievability of performance evaluations under this Section.

ARTICLE V
SENIORITY

SECTION 1: General

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

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

~~**5/1/3 (SPS)** Where separation has occurred and the employee is subsequently rehired, the date of rehire will begin the seniority date except where an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall retain his/her original date of employment for the computation of seniority.~~

5/1/4~~3~~ ~~(BC, AS, T, PSS)~~ Where within five (5) years of resignation or discharge an employee is rehired, his/her new seniority date will be the original date of employment adjusted to a new and later date which gives no credit for the period of separation during which he/she was not an employee of the state, except when an employee is laid off and recalled or reinstated from layoff within five (5) years thereof, he/she shall reclaim his/her original date of employment for the computation of seniority.

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

SECTION 2: Seniority Information

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

ARTICLE VI
HOURS OF WORK

SECTION 1: Standard

6/1/1 (PSS) The standard basis of employment is forty (40) hours in a regularly reoccurring period of 168 hours in the form of seven (7) consecutive 24 hour periods.

SECTION 2: Scheduling

6/2/1 Work Schedules

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

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

6/2/2A (PSS) Probation and Parole Agents will be permitted to work flexible schedules with supervisory approval. Changes in work schedules initiated by the employee for non-emergency reasons will not result in overtime.

6/2/3 (BC, AS, SPS, T) This section shall be amended in accordance with agreements reached pursuant to the provisions of Article XI, Section 2.

6/2/4 (BC, AS, SPS, T) Scheduling of Overtime

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

6/2/4A Scheduling of extra hours, whenever scheduled extra hours are required, the Employer will, whenever practicable, assign such scheduled extra hours, non-premium rate time work among those included employees in that classification assigned to the work unit, who are less than full time, who normally perform the work involved, by seniority on a rotating basis, unless mutually agreed otherwise.

6/2/5 (BC, AS, SPS, T) In the overtime assignment process, employees shall be permitted to decline scheduled overtime work, however, the Employer shall have the right to require the performance of overtime work. When all employees in the work unit who normally perform the work involved decline an opportunity for scheduled overtime, the Employer shall require the performance of scheduled overtime work on each occasion in reverse seniority order, beginning with the employee with the least seniority.

6/2/6 (BC, AS, SPS, T) Employees who do not want to accept scheduled overtime work on an ongoing basis may file a written waiver on a quarterly basis. Such waiver shall indicate that the Employer is relieved from the requirement to offer scheduled overtime work to the employee for the period covered in the waiver. The waiver in no way affects the ability of the Employer to require the employee signing the waiver to perform scheduled overtime work as provided in this section.

6/2/7 (BC, AS, SPS, T) Scheduled overtime work is defined as any overtime work which the Employer knew would be necessary twenty four (24) hours or more in advance of the overtime work.

6/2/7A (BC, AS, SPS, T) Unscheduled overtime work is defined as any overtime work for which the need is known less than twenty four (24) hours in advance of the work.

6/2/7B (SPS, T) Institution/hospital based patient/resident/inmate direct care employees notified while on duty that they are being required to work an additional consecutive shift, will be guaranteed a minimum of two (2) additional hours of work with pay. With the agreement of the employee and the Employer, such employees may be released from duty in less than two (2) hours, but, in such instances, be paid only for the actual time worked.

6/2/8 (BC, AS, SPS, T) The Employer agrees that for those staff who are on duty during the shift in which daylight saving time goes into effect, they will be permitted to use one (1) hour of their paid leave (excluding sick leave), unpaid leave or to work one additional hour at the beginning or end of their shift as scheduled by management in order to achieve their normal number of shift hours.

6/2/9 Paid leave time hours will not be downed for purposes of determining hours worked and overtime obligations of the Employer under this Article.

6/2/10 Except for emergencies, no full-time employee shall be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hrs. total, unless mutually agreed to otherwise pursuant to Article 11/2/8.

6/2/11 Employees serving a suspension without pay will not be excluded from the opportunity to work additional hours on days during the work week other than the specified days of suspension.

SECTION 3: Overtime

6/3/1 (BC, AS, SPS, T) Definitions

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

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

C. Work Time –

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

2. Travel time required by the Employer:

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

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

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

d. The time spent in traveling from an employee's place of residence to and from a work site is not considered work time except in those instances where an employee is required by the Employer to travel in excess of eighteen (18) miles one way, measured from the employee's home work station or place of residence whichever is closer. In those instances, the miles in excess of eighteen (18) will be considered work time.

3. Rest Periods - Taken in accordance with Section 10 of this Article.

4. Wash up time - Taken in accordance with Section 11 of this Article.

5. Meal Periods -

a. Period less than thirty (30) minutes.

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

6/3/2 (BC, SPS, T) Eligibility for Overtime Credit

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

A. **(BC)** All employees except fire control employees who shall receive overtime compensation at the regular rate.

B. **(T)** All employees in positions which are currently receiving the premium rate will continue.

C. **(SPS)** All employees in positions which are currently receiving the premium rate will continue. Employees in the Department of Corrections, Wisconsin Correctional Center System, who are regularly scheduled to work forty (40) hours per week shall be compensated at the premium rate for all hours worked in excess of forty (40) hours per week.

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

E. **(BC, SPS, T)** A statewide labor-management meeting will be convened within sixty (60) days after the effective date of the Agreement to attempt to reach a satisfactory solution to the problem of premium rate for overtime work for employees who are presently exempt from the premium rate. If no agreement is reached, either party may appeal the matter to arbitration pursuant to the procedures in Article IV, Section 2, Step 3 except that the decision of the arbitrator shall be advisory.

F. **(PSS)** All employees in positions which are currently receiving the premium rate will continue.

6/3/3 (AS) The Employer agrees to compensate employees at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week.

6/3/4 (PSS) The Employer agrees to compensate employees who are in positions determined to be FLSA Non-exempt at the premium rate of time and one-half in cash or compensatory time, or combination thereof, as the Employer may elect, for all hours in pay status which are in excess of forty (40) hours per week.

6/3/5 (PSS) Employees identified as FLSA exempt shall earn compensatory credit on an hour-for-hour basis at the straight time rate for all hours worked over forty (40) hours in a workweek, provided that the extra hours were directed and approved by the employee's supervisor. Compensation for those credits shall be in compensatory time or cash at a straight time rate, or combination thereof, as the Employer may elect.

6/3/6 (PSS) The Employer agrees to compensate employees identified as FLSA non-exempt for all time directed to work in excess of sixteen (16) consecutive hours at the rate of two (2) times the employees regular rate of pay. This provision does not apply to Fire Crash Rescue Specialists in the Department of Military Affairs and Security Officers 1, 2, 3 and 4 at the Wisconsin Veterans Home-King, Department of Veterans Affairs.

The Employer agrees to compensate employees classified as Security Officers 1, 2, 3, and 4 (Fire Watch staff) at the Wisconsin Veterans Home-King, Department of Veterans Affairs, identified as FLSA non-exempt for all time directed to work in excess of eighteen (18) consecutive hours at the rate of two (2) times the employees regular rate of pay.

6/3/6A BC, AS, SPS, T) The Employer agrees to compensate employees identified as FLSA non-exempt for all time ~~directed to~~ worked in excess of sixteen (16) consecutive hours at the rate of two (2) times the employees regular rate of pay.

This provision does not apply to Fire Crash Rescue Specialists in the Department of Military Affairs and Security Officers 1, 2, 3 and 4 at the Wisconsin Veterans Home-King, Department of Veterans Affairs.

The Employer agrees to compensate employees classified as Security Officers 1, 2, 3, and 4 (Fire Watch staff) at the Wisconsin Veterans Home-King, Department of Veterans Affairs, identified as FLSA non-exempt for all time directed to work in excess of eighteen (18) consecutive hours at the rate of two (2) times the employees regular rate of pay.

The parties agree that the issues related to 6/3/6A will be reviewed and discussed during the life of the 2005-2007 Agreement. Regardless of any extension of the master Agreement, section 6/3/6A will only be extended by mutual agreement of both parties.

6/3/7 Overtime Compensation

A. Compensatory Time

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

2. Premium Rate - The amount of compensatory time earned shall be one and one-half (1 ½) times the amount of actual hours worked in excess of forty (40) hours per workweek.

B. Cash Payment

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

2. Premium Rate -- One and one-half (1 ½) times the employee's regular rate.

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

SECTION 4: Compensatory Time

6/4/1 Scheduling of Compensatory Time

Non-FLSA compensatory time earned by an employee shall be used prior to layoff or January 1, whichever comes first. When compensatory time credits have been earned by an employee for overtime work or work on a holiday, this accrued time shall be used prior to seasonal layoff or January 1, whichever comes first. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the employee may carry such credits into the first four months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1st of that year. The Employer will accommodate employee requests for compensatory time usage unless such requests will unduly disrupt operations, however, accrued compensatory time in excess of sixty (60) hours may be scheduled at the convenience of the Employer. For those employees classified as State Patrol Trooper and State Patrol Inspector at the Department of Transportation, Division of State Patrol in which two separate banks of compensatory time (FLSA and non-FLSA) are kept, the sixty (60) hours noted above will apply to each bank separately. For Fruit and Vegetable Grading Service employees of the Department of Agriculture, Trade, and Consumer Protection only, accrued compensatory time credits may be carried over into the first six (6) months of the new calendar year. Any negotiating note(s) or local agreement(s), in effect on January 1, 2003, which provides a greater benefit to the employee will supersede this provision. For seasonal employees only, all accrued compensatory time shall be used at times and in amounts most desired by the employee, unless the use of such time is unduly disruptive of the agency's operation. New language in this provision is effective January 1, 2003.

6/4/2 (BC, AS, SPS, T) Employees not covered by the Fair Labor Standards Act shall have the right to take earned compensatory time for overtime. At the Employer's discretion, the employee may be paid in cash for unused compensatory time credits. If cash is not paid the employee shall carry such time until May 1 of the following year. Unused compensatory time credits shall then be paid in cash at the employee's current hourly rate.

6/4/3 Where overtime reports exist or computerized reports can be produced without additional cost to the Employer, the Employer shall provide upon request of the Local Union President, a biweekly report of the overtime hours worked and which employees worked the overtime. This report shall be given to the steward in the area or to the local Union president as the local Union designates.

SECTION 5: Scheduling of Compensatory Time Credits

6/5/1 (PSS) For employees identified as FLSA exempt, when compensatory time credits have been earned under the provisions of 6/3/6 above, such credits shall be scheduled and used prior to January 1 of the following year. Compensatory time credits will be scheduled by the employee with the approval of his/her supervisor. However, if the Employer does not permit the employee to use accrued compensatory time by January 1, the Employer shall permit the employee to carry such credits into the first four (4) months of the next calendar year. For employees who are not permitted to use such carryover compensatory time credits during the carryover period, such carryover compensatory time credits will be cashed out at the employee's current rate.

6/5/2 (PSS) For employees identified as FLSA exempt, accrued compensatory time may be scheduled at the convenience of the Employer. Compensatory time records will be maintained by the Employer.

SECTION 6: Access to Work Locations

6/6/1 (PSS) Employees will be provided access to their work location at least between the hours of 6:00 a.m. and 7:00 p.m. whenever possible.

SECTION 7: Travel

6/7/1 (PSS) Time spent in work related travel required by the Employer shall be considered work time.

SECTION 8: Meetings

6/8/1 (PSS) Time spent in Employer directed job related meetings shall be considered work time.

SECTION 9: Alternative Work Sites

6/9/1 (PSS) Employees may be permitted to work at alternate work sites with management's approval for working on specific assignments.

SECTION 10: Rest Periods

6/10/1 (BC, AS, SPS, T) All employees shall receive one (1) fifteen (15) minute rest period during each one-half shift. The Employer retains the right to schedule employees' rest periods to fulfill the operational needs of the various work units. Rest periods may not be postponed or accumulated. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

6/10/2 (PSS) Recognizing the fact that employees covered by this contract are professional, reasonable rest periods will be taken at the employee's discretion that will not conflict with the fulfilling of the operational needs of the work unit.

SECTION 11: Wash-up Time

6/11/1 ~~(BC, AS, SPS, T)~~ Employees shall receive reasonable and adequate personal wash-up time immediately prior to their meal break and immediately prior to the end of their shift. The Employer shall determine those positions which shall qualify for personal wash up time.

SECTION 12: Meal Periods

6/12/1 (BC, AS, SPS, T) No employee shall be required to take more than one (1) hour as a meal period; however, this shall not be construed to interfere with the Employer's right to schedule employees to work split shifts.

6/12/2 (PSS) No employee shall be required to take more than one (1) hour as a meal period. The Employer recognizes that, due to work requirements, an employee may not be able to take his/her lunch period during the scheduled time. In those instances, the employee shall be allowed an alternate lunch period.

SECTION 13: Call-Back Time

6/13/1 (BC, AS, SPS, T) Employees who report to work after being called back for duty or called in on the employee's day off for non-scheduled duty will be guaranteed a minimum of two (2) hours of pay or four (4) hours of work with pay. Nothing in this provision shall require the Employer to change its current practices.

6/13/2 (BC, AS, SPS, T) Work schedules will not be changed because of call back time in order to avoid overtime except where the call back consists of a full eight (8) hour shift.

6/13/3 (BC, AS, SPS, T) Employees shall be called back in seniority order among those employees who normally perform that work within their classification, except in case of emergency.

6/13/4 (PSS) Institution based Crisis Intervention Workers, Psychological Associates (A) and (B), ~~p~~Psychologists – Licensed, and Social Workers - Clinical called back for duty will be credited with ~~two (2)~~a minimum of three (3) hours pay or compensatory time at the employee's regular rate of pay as the employee may elect.

SECTION 14: Court Appearances

6/14/1 (BC, SPS, T) In those instances where a law enforcement officer is scheduled to appear in court on his/her off duty time and has been notified of cancellation of the court appearance less than twenty-four (24) hours prior to such appearance, the employee will be credited with three and one-half (3 ½) hours pay at the employee's regular rate of pay.

SECTION 15: Alternative Work Patterns

6/15/1 Alternative work patterns include flexible time, non-standard workweek employment, part time employment, job sharing and other patterns that may be developed between the parties.

6/15/2 Flexible time shall be defined as a work schedule structure requiring that all employees be in work status during a specified number of core hours with scheduling flexibility allowed for beginning and ending times surrounding those core hours. The determination of core hours is a subject of local negotiations pursuant to Article 11/2/8.

6/15/3 The State of Wisconsin as an Employer recognizes the value and benefits of alternative work patterns to the employees. In the furtherance of this recognition, the Employer adopts the policy of strongly encouraging and working for the development and implementation of alternative work patterns in appropriate work environments. The Employer agrees that reasonable efforts will be made to explore the possibility of implementing alternative work patterns in appropriate work environments.

Implementation of alternative work patterns or any variation thereof shall be by mutual agreement between the Employer and the Union.

6/15/4 Mutual agreement can be reached on the local level or at the appropriate division or department labor-management meeting. If an OSER/WSEU statewide meeting to discuss alternative work patterns is scheduled, the Union shall be allowed two representatives for each bargaining unit without loss of pay. Nothing in this Section shall infringe upon management's ability to ensure adequate coverage for operational requirements.

6/15/5 Where not in conflict with the FLSA, agreements may be reached under this section which result in employees working non-standard workweek(s) which provide for a work schedule of more than forty (40) hours in one week of each pay period and less than forty (40) hours in the other week of said pay period. In instances of non-standard workweek(s), overtime will be defined as work in excess of eighty (80) hours in a biweekly pay period, in lieu of the standard definition which defines overtime as time that an employee works in excess of forty (40) hours per workweek.

6/15/6 Permanent part-time employment means employment of a continuous, recurring nature that requires the service of an employee for six hundred (600) hours or more on an annual basis.

6/15/7 Job sharing means coordinated permanent or project part-time employment involving two (2) or more persons sharing the same duties and responsibilities of a full-time budgeted position.

6/15/8 (BC, T) Employees who are scheduled on a split shift will not be required to work less than two (2) consecutive hours.

SECTION 16: Telephone Related Conceptual Agreements

6/16/1 Probation and Parole Agents will not be required to publicly list or provide their home telephone numbers, except to the Employer. The Employer agrees to not release the employee's home telephone number to anyone other than law enforcement agencies for work related reasons.

6/16/2 Probation and Parole Agents who receive calls at home shall be credited thirty (30) minutes per call, with subsequent calls within the same thirty (30) minutes not resulting in additional credits.

ARTICLE VII
TRANSFERS

SECTION 0: Waiver

7/0/1 (BC, T, SPS, PSS) On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

7/0/1A (AS) On a case-by-case basis, by mutual agreement of the parties, the full transfer provision of this Article may be waived for the purpose of: relieving hardship; Affirmative Action or to accommodate the return to work of a disabled employee who is medically certified for alternate duty. Absent mutual agreement, the full transfer provision of this Article will apply as hereinafter set forth.

SECTION 1: Transfer Within Employing Units

7/1/1 When a permanent vacancy occurs in a permanent (part-time, full-time or seasonal) position in an employing unit or when the Employer becomes aware of an impending permanent position in an employing unit, unless mutually agreed to otherwise, the Employer shall notify the local Union indicating the classification, any special requirements (including training and experience), the shift, shift rotation (if any), work schedule and the work location, and the local Union shall notify the employees of the bargaining unit in the employing unit. Interested permanent employees assigned to the same or other shifts in the employing unit who are in the same classification and who have completed their probationary period in the classification of the vacancy shall indicate their desire for a transfer by notifying the Employer within five (5) calendar days of notice to the employee or within seven (7) calendar days notice to the Union, whichever is greater. During the period while the selection process is being administered or for a maximum of six (6) months, whichever is less, the Employer may temporarily fill the vacancy to fulfill operational requirements. The employee selected to fill the permanent vacancy shall be the employee with the most seniority, unless he/she is not physically or emotionally fit for the job or cannot perform the work in a satisfactory manner. (**PSS** – see Negotiating Note No. ~~71~~48)

7/1/1A (AS) In addition to employees identified in 7/1/1 above, employees in the employing unit who have been reallocated to a different classification as a result of a classification survey conducted or approved by the Office of State Employment Relations (OSER), will be considered for transfer (or demotion if reallocated to a classification in a higher pay range), utilizing their seniority, to a position in the classification from which reallocated. Employees shall be able to exercise this transfer (or demotion) right once during the twelve (12) month period following the date of reallocation.

7/1/2 (PSS) In addition to the provisions of 7/1/1, when the Employer determines that a position in this bargaining unit is in an approved progression series and the agency determines the position may be filled at the same or different level in that series, the position may be posted at all appropriate levels within the progression series.

7/1/3 (AS) Prior to posting a permanent vacancy for transfer, the Employer will identify any necessary demonstrable special qualifications and will so note on the posting. In such a situation the employee selected shall be the most senior employee who has indicated interest in the vacancy and meets the necessary demonstrable special qualifications.

7/1/4 (BC) Randomly Ranked Classifications Transfers Within Employing Units. Employees in classes for which random ranking is used for certification purposes may apply for transfers announced under 7/1/1 to classifications in the same pay range. This right is also extended to employees in positions classified as Laundry Worker 3. Consideration for such transfers will be given to persons within the employing unit only after the provisions of 7/1/1 are exhausted and in accordance with the following procedures. The vacancy shall be filled by transfer of an employee in another random ranked classification, or Laundry Worker 3 which is in the same pay range as the vacancy. The employee selected shall be from among the three (3) most senior applicants. The reason for the selection of an applicant other than the most senior shall not be arbitrary or capricious. The posting procedures and eligibility criteria of 7/1/1 shall apply; however, a single posting under both 7/1/1 and 7/1/4 may be conducted by the Employer so as to expedite the selection process. Following appointment, if within the first six (6) months the Employer determines the employee is not performing satisfactorily, the employee will be returned to his/her former position, or one of like nature, within the employing unit for which the employee is qualified. If no vacancy exists, the provisions of Article VIII (Layoff) shall apply.

7/1/5 At the sole discretion of the Employer, an employee who has transferred within the employing unit may be permitted to return to his or her previous position if the employee makes a written request to the Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

SECTION 2: Additional Procedures

7/2/1 When a permanent vacancy occurs or the Employer becomes aware of an impending permanent vacancy, the Employer will review those requests on file from any employees in the same employing unit who are in the same classification as the vacancy and have indicated an interest in the vacancy.

7/2/1A It is in the best interests of the parties for employees to make informed decisions about their ability to perform or learn the essential functions of a position prior to accepting a contractual transfer. Upon request, a copy of the position description will be made available for the employee's review.

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

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

7/2/2A The employee will be notified of the effective date of the transfer at the time of acceptance. If the employee wishes written confirmation of the start date of the transfer, he/she will provide written confirmation of the start date to his/her supervisor and the supervisor will sign it. If a delay occurs regarding this date, the employee will be notified in writing as to the reason(s) for the delay.

7/2/2B (AS, BC, SPS, T) Any employee who is selected for transfer shall have three (3) workdays in which to decline the offer. To expedite the hiring process, the employee is encouraged to contact the Employer as soon as a decision is reached to accept or decline the offer. For SPS-DOC only, any employee who is selected for internal transfer within the institution shall have three (3) working days in which to decline the offer.

7/2/3 In the event the most senior employee is not selected to fill the vacancy, the Employer shall notify the affected employee(s) in writing of the reason(s) within thirty (30) days. Failure to provide such notice shall not constitute grounds for reversal of any personnel transactions.

7/2/4 Whenever a vacancy is created involving a new position and the duties are substantially different or involve a different geographic location, the Employer will announce the vacancy in the employing unit in which the vacancy exists. The announcement shall be in the same manner as the announcement for promotional exams as provided in Article XI, Section 4 of this Agreement. A period of five (5) calendar days shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy.

SECTION 3: Secondary Selection Procedures

A. Transfer Between Employing Units

7/3/1 (BC, SPS, T, PSS) In the event that the vacancy is not filled by transfer of an employee under provisions of Section 1 of this Article, the Employer shall select from interested qualified employees from other employing units of the department following the seniority requirements of Section 1 of this Article. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

7/3/2A At the sole discretion of the Employer, an employee who has transferred between employing units of the same agency, may be permitted to return to his or her previous position if the employee makes a written request to the original Employer before the previous position has been filled. This provision supersedes any other conflicting provision of the contract. The decision of the Employer is not subject to the grievance procedure.

7/3/2 (AS) In the event that the vacancy is not filled by transfer of an employee under provisions of Section 1 of this Article, the Employer must select the most senior employee from other employing units of the department who have registered with the department unless the permanent vacancy requires necessary demonstrable qualifications. In such a situation the employee shall be the most senior employee as provided for in 7/1/3. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the Wisconsin Statutes.

B. Transfer Between Agencies

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

C. Pay on Transfer

7/3/4 An employee whose pay is over the maximum of the pay range to which his/her classification is assigned and has been "red-circled" and who has transferred to a different position in the same classification whether within his/her agency or between agencies shall retain his/her "red-circle" rate, subject to the provisions of Appendix #5 and Article XII, Section 10 of this Agreement, whichever is applicable.

SECTION 4: Definition of Permanent Vacancy

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

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

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

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

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

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

SECTION 5: Limitations

7/5/1 A. Except as mutually agreed otherwise, the applications of the procedures in this Article shall be limited to a maximum of three (3) transfers resulting from any given original vacancy. For SPS/DOC only, except as mutually agreed otherwise, the applications of the procedures in this Article shall allow an unlimited number of transfers from any given original vacancy.

B. Employees may not transfer under the provisions of this Article more often than once every six months. (ASU, BC, SPS, T) However, an employee who transfers in lieu of layoff shall be eligible for one (1) additional transfer under Article VII provisions within six (6) months, if the employee informs the prospective Employer at the time of application that he/she has transferred within the last six (6) months in lieu of layoff and is eligible for one (1) additional contractual transfer.

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

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

7/5/2 (SPS) In the Department of Corrections, Officers 1, 2, and 3 and Youth Counselors 1, 2, and 3 and in the Department of Health and Family Services, Psychiatric Care Technicians 1 and 2 shall have the right to transfer once within an Employing Unit and once between Employing Units in a six (6) month period. When transferring between Employing Units, the right to transfer within that new Employing Unit cannot be exercised for six (6) months.

7/5/3 In the Department of Health & Family Services, Resident Care Technicians 1 & 2 shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

In the Department of Veterans Affairs, Licensed Practical Nurses 1 & 2, Nursing Assistants 1, 2 & 3, and Program Assistants (unit clerks) assigned to nursing care work units shall have the right to one additional transfer within the employing unit during the six (6) months following a contractual transfer to accommodate a shift change.

7/5/4 (SPS) In the event that the vacancy is not filled by transfer of an employee under the provisions of 7/1/1 or 7/1/3 of this Article, and the Employer is considering individuals from outside the SPS bargaining unit for voluntary demotion, transfer or reinstatement to the Correctional Sergeant, Correctional Officer, Psychiatric Care Technician, Youth Counselor or Youth Counselor - Advanced classification those individuals selected shall be placed into vacancies which have cleared the transfer provisions of Article 7 and shall not have transfer rights to positions under the provisions of Article 7 for a period of six months from their date of entry/re-entry into the SPS bargaining unit.

SECTION 6: Priority of Transfer Rights

7/6/1 It is expressly understood that transfer rights under 7/1/1 supersede restoration or reinstatement rights under Article VIII.

SECTION 7: Interviews

7/7/1 (BC, AS, SPS, T) If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay. The employee shall notify the Employer as soon as possible of such interview. If requested by the employee, the Employer shall reschedule the employee to a different shift on the same day to enable the interview to be held without loss of pay.

7/7/2 (PSS) If the Employer conducts interviews related to the transfer procedure and the interview is conducted in the employee's assigned headquarters city, necessary and reasonable time for such interview shall be without loss of pay.

7/7/3 If the Employer conducts an on site interview related to the transfer procedure and the interview is conducted outside the employee's assigned headquarters city, the employee will be granted up to two (2) hours without loss of pay to participate in the interview. The Employer will grant one such payment per calendar year. Employees in positions classified as Correctional Officer or Correctional Sergeant at either the Department of Corrections or the Department of Health and Family Services shall be eligible for transfer between the two agencies consistent with Article VII, Section 3, of the Master Agreement and such transfers are subject to any training requirements imposed by DOC or DHFS. [Historical Note: This language was moved from old Negotiating Note 31, which was deleted.]

SECTION 8: Job Orientation and Training

7/8/1 (AS, BC) It is in the best interest of the parties for the employee and the Employer, at the beginning of and throughout the probationary period, to assess the training needs, if any, of the employee and provide reasonable orientation and training, including manuals where available, which will enhance the ability of the employee to succeed.

SECTION 9: Institution Closing

7/9/1 Employees identified as being "at risk" due to the closing of an institution may apply for transfer opportunities into other State agencies. After the Employer has considered internal transfer candidates in that agency, it must offer interviews to five (5) qualified "at risk" applicants on a seniority basis prior to interviewing regular external permissive transfer candidates.

ARTICLE VIII
LAYOFF PROCEDURE

SECTION 1: Application of Layoff

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

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

B. Seasonal layoff of seasonal employees; and/or

C. School year employees at institutions and schools, during recesses in the academic year and/or summer unless the parties mutually agree to apply all or part of the procedures to such situations.

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

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

SECTION 2: General Layoff Procedures

8/2/1 An employee who has received written notice from the appointing authority of being at risk of layoff may request, in writing, consideration for a lateral or counterpart vacancy within their current department or University of Wisconsin campus. The employee shall be interviewed for the vacancy if they provide written documentation of their qualifications for the vacancy and provide a copy of the at risk notice if requested. (See 7/9/1) AFSCME Council 24 will be notified of employees who have received written notice of being at risk of layoff.

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

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

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

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

1. The appointing authority may layoff out of line of seniority to maintain a reasonable affirmative action program.

2. The appointing authority may layoff out of line of seniority where there is a demonstrable need for special skills as defined in the position description and/or listed as a requirement of special qualification on a recruitment bulletin or job posting.

The appointing authority shall provide OSER, the Union and the employees affected with information relating to the exercise of these exemptions if so requested.

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

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

SECTION 3: Notice of Layoff

8/3/1 (BC, T, PSS, SPS) Impending Layoff. In the event management becomes aware of an impending reduction in work force, they will notify the Local Union President and AFSCME Council 24 as soon as practicable but not less than thirty (30) days with respect to the impending reduction and will also inform the Union, if the information is then available, of the classes in which the layoffs are to occur and the approximate number of positions to be eliminated. The Union may also request a meeting with management after notification of the impending layoff for the purposes of a mutual exchange of information then available on the matter. Upon receipt of such request management shall have seven (7) calendar days to schedule and conduct such meeting.

8/3/1A (AS) Impending Layoff. The Employer and the Union agree that a reduction in the work force (layoff), while regrettable, is sometimes necessary, and that this process can be extremely stressful for all concerned. Recent practice has shown that when Management and Union work together as a team, involving employees in the affected work areas in the process, compassionate and constructive plans are more likely to emerge. Therefore, Management will notify the Local Union and AFSCME Council 24 within seven (7) days after Management's knowledge of impending layoff, but not less than thirty (30) days with respect to the impending reduction and will also inform the Union when the

information is available, of the classes in which the layoffs are to occur and the anticipated number of positions to be eliminated. The Union may also request meetings with Management for the purpose of mutual exchange of information when available on the matter. Management shall schedule meetings to be held with seven (7) calendar days after receipt of such requests. (See also 11/2/8 W.)

8/3/2 Actual Layoff:

In the event of an actual layoff, management will notify the affected employee(s) in writing as soon as practicable but not less than two (2) weeks in advance of the layoff date and will send a copy of such notice to the Local Union President and AFSCME Council 24. Such layoff notices will be hand delivered to the employee or shall be mailed via first class U.S. Mail.

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

SECTION 4: Reduction in Hours

8/4/1 In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of some or all employees by class who are assigned to the work unit(s) who normally perform the work involved not to exceed sixteen (16) hours per pay period nor thirty-two (32) hours in a four (4) week period nor sixty-four (64) hours in a twelve (12) month period, unless mutually agreed otherwise. Such reduction shall not be considered a layoff. Reduction of hours of part-time employees will be prorated, based on the percentage of their budgeted full time equivalency (FTE). See also 8/14/2.

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

SECTION 5: Employee Options Upon Notification of Layoff

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

8/5/2 Transfer in Lieu of Layoff:

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

A. Within the Department:

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

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

B. Between Departments:

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

8/5/3 Layoff:

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

A. Bumping:

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

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

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

B. Voluntary Demotion in Lieu of Layoff:

For purposes of this Article, Voluntary Demotion In Lieu of Layoff is the movement of an employee to a vacant permanent position in a class in a lower pay range in which the employee had never attained permanent status in class. With the approval of the Employer, the employee may voluntarily demote in lieu of layoff to a vacant permanent position for which he/she is qualified.

C. Separation:

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

SECTION 6: Restoration

8/6/1 Definition to follow s. ER-MRS 1.02(30), Wis. Admin. Code (or as amended): "Restoration": the act of a mandatory re-appointment without competition of an employee or former employee to a position:

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

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

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

8/6/2 Within the Employing Unit: When a permanent vacancy occurs in the employing unit in the class(es) from which an employee was laid off, or could have bumped to under 8/5/3A/1, the employee shall be restored according to seniority, with the most senior employee restored first. A laid off employee who fails to respond to a restoration offer within five (5) workdays of the offer or who fails to accept a reasonable offer of restoration within five (5) workdays of the offer or who, upon acceptance of the offer, fails to be available for work within ten (10) workdays of the offer, shall forfeit any further restoration rights. If, due to extenuating circumstances, the employee is unable to report for duty within

ten (10) workdays of the offer or make other arrangements with the Employer, the employee shall not forfeit the right to restoration when other permanent vacancies occur.

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

8/6/4 Other Departments: An employee who has received an official notice of layoff or is separated from the service due to layoff under this Article may file a request with any other department and shall be appointed to any permanent vacancy in the same class from which he/she was laid off if he/she meets the necessary qualifications for the job. When more than one employee requests restoration under this subsection to the same vacancy, the employee selected to fill the vacancy shall be the employee with the most seniority. Also see 8/9/1.

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

SECTION 7: A Reasonable Offer

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

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

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

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

D. Where the pay range of the position offered is no more than one (1) pay range lower than the pay range of the position from which the employee was laid off unless the employee's rate of pay at the time of the layoff is maintained in the position offered.

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

8/7/2 (AS, BC, SPS, T) On a case-by-case basis, by mutual agreement of the parties, an employee may reject a reasonable offer and retain the right to restoration.

SECTION 8: Reinstatement

8/8/1 Definition to follow s. ER-MRS 1.02(29), Wis. Admin. Code (or as amended): "Reinstatement": the act of permissive re-appointment without competition of an employee or former employee to a position:

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

8/8/2 Within the Department or Other Departments: Any employee who is laid off may file a request for employment with any department. Upon approval of that department, an employee may be appointed to any permanent vacancy in a class for which he/she meets the necessary qualifications in the same, counterpart or lower pay range as the position from which he/she was laid off.

8/8/3 Duration: The opportunity for reinstatement under this Article shall exist for a period of five (5) years from the date of layoff or until the employee is employed and attains permanent status in class in the same or counterpart pay range as the class from which the employee was originally laid off, whichever occurs first.

SECTION 9: For Informational Purposes

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

SECTION 10: Employing Units

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

SECTION 11: Priority of Article VII and Article VIII Rights

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

A. Transfer within the employing unit (7/1).

B. Restoration within employing unit by seniority (8/6/2) and bumping (8/5/3/A). Within this category the most senior employee will fill the vacancy.

C. Transfer between employing units of the agency/university-campus (7/3/A).

D. Employees who seek voluntary demotion in lieu of layoff under 8/5/3/B.

E. Restoration within the agency/university-campus by seniority (8/6/3).

F. Restoration between agency/university-campus by seniority (8/6/2).

G. Reinstatement within the agency/university-campus (8/8/2) with equal consideration along with the other certified candidates for the vacancy provided they meet the qualifications.

H. Reinstatement between agencies/university-campuses (8/8/2) with equal consideration along with the other certified candidates for the vacancy provided they meet the qualifications.

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

8/11/2 When there is mutual agreement between the Employer and the local Union and Council 24, restoration may supersede transfers under Article VII, Section 1, and all other lower categories.

SECTION 12: Definition of Permanent Vacancy

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

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

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

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

SECTION 13: Relocation Expenses

8/13/1 When the Employer determines that it would be necessary for an employee who is transferring in lieu of layoff, voluntarily demoting in lieu of layoff or bumping to a vacancy, to change the location of his/her residence, the Employer shall pay only those expenses of the type and amounts, and subject to the limitations, set forth in s. 20.917, Wis. Stats.

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

SECTION 14: Layoff Benefits

8/14/1 Upon written request of an employee, accumulated unused sick leave shall, including any supplemental health insurance conversion credits available under 12/4/3, at the time of permanent layoff (other than temporary, school year, seasonal or sessional layoff), be converted to cash at the employee's highest base pay rate while in state service for credits to be used to pay health insurance premium costs during the time of the layoff. Direct premium payment to the insurer shall be made by the Employer on behalf of the laid off employee. Premium payments under this provision shall be limited to a maximum period of five (5) years from the date of layoff or shall cease the first of the month following the employee's acceptance of any other employment, whichever occurs first. Acceptance of "other employment" is defined as employment which would offer a comparable health insurance plan or policy. A health insurance plan or policy is considered comparable if it provides hospital and medical benefits that are substantially equivalent to the standard health insurance plan established under s.

40.52(1), Wis. Stats. At the time of reinstatement or restoration, unused cash credits shall be reconverted to sick leave at the same rate used for the original conversion and restored to the employee's sick leave account.

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

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

SECTION 15: Layoff Assistance

8/15/1 With the approval of the Appointing Authority, an employee who has received written notice from the Appointing Authority of being at risk of layoff or who has received a notice of layoff shall be granted one or more of the following:

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

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

C. Up to eighty (80) hours time without loss of pay for job search activities, including interviews and examinations in addition to the time specified in 13/7/1;

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

E. Use of office equipment and supplies where available.

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

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

8/15/2 While the Employee Referral Service (ERS) is operational, upon approval of his/her supervisor, an employee who has received written notice from the appointing authority of being at risk of layoff or has received a notice of layoff shall be allowed once during each seven (7) day period to access the ERS, without loss of pay, or provided information from the ERS. It is recognized that access to the ERS may take the employee more time than normally expected; therefore, upon approval of the supervisor, more access time may be granted depending on individual circumstances.

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

ARTICLE IX
HEALTH AND SAFETY

SECTION 0: Assignments

9/0/1 An employee shall not be assigned to any task abnormally dangerous at the employee's place of employment.

SECTION 1: First Aid Equipment and Training

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

9/1/2 In an emergency situation, which results from serious illness or injury at work, the Employer will furnish transportation for the affected employee to the appropriate medical facility. If the employee is released from the medical facility on the same day that he/she is admitted, the Employer agrees to provide one of the following: transportation, reimbursement of the cost of public transportation, when approved by the Employer, back to the work site or the employee's home as determined by the attending medical authority, or reimbursement of mileage to the employee in accordance with Article XIII, Section 17.

9/1/3 Both the Employer and the Union recognize the benefits of training in lifesaving techniques such as first aid and CPR. In an effort to provide this training to its employees, the Employer will allow mutually selected employees to attend first aid and CPR instructor training with no loss of pay. Once these in-house instructors have been trained, the scheduling of employee training without loss of pay will be by mutual agreement at local labor-management meetings. The appropriate local Unions will be notified of any such scheduled training in writing by the Employer.

9/1/4 Employees may be released to attend CPR training classes without loss of pay. The Employer reserves the right to restrict, for operational needs, the number of employees who may attend such training sessions at any one time. Employees who receive such training shall be committed to maintaining their certification.

9/1/5 The Employer agrees to provide University of Wisconsin System Protection (Police) and Security Officers ongoing CPR and first aid training required to maintain their certification in this area.

9/1/6 (PSS) The Employer agrees to provide AIDS training for employees classified as Social Workers and Probation and Parole Agents in the Department of Corrections and the Department of Health and Family Services, Bureau of Milwaukee Child Welfare, who volunteer to participate in such training. Such training shall be without loss of pay.

SECTION 2: Tools and Equipment

9/2/1 The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

9/2/2 (SPS, T) In the event a correctional officer, psychiatric care technician, resident care technician or youth counselor reports for work on his/her scheduled shift and is assigned duties which were unanticipated and which result in an outdoor assignment exposing the employee to adverse weather conditions, the Employer shall make available for the duration of the shift outerwear and, if necessary, overshoes from a central supply source.

9/2/3 Payment by the State at the lowest available base rate, for a private telephone service in the residence of employees shall be limited to employees working in the following assignments:

A. Conservation Wardens,

B. Probation and Parole Agents, which sunsets when a telephone monitoring system is implemented,

C. Client Services Assistants,

D. Correctional employees required to respond to violations of electronic home detention clients.

9/2/4 Attention will be given to ergonomic considerations in the purchase of new equipment.

9/2/5 All sworn and certified Law Enforcement personnel in the employment of the State of Wisconsin will be provided all necessary tools and equipment to effectively and safely carry out the duties of their job.

SECTION 3: Transportation of Tools

9/3/1 The Employer agrees to provide transportation for necessary tools, equipment, materials and supplies which cannot reasonably or safely be transported by hand.

SECTION 4: Protective Clothing

9/4/1 The Employer shall furnish protective clothing and equipment in accordance with the standards established by the Department of Commerce and/or the U.S. Center for Disease Control. The Department of Natural Resources will provide insulated coveralls and gloves, upon employee request, to protect personal clothing of Forestry Technicians from paint damage when they are required to mark trees during winter months. Such insulated, protective clothing will remain the property of the Employer and is not for personal use of employees. [Historical Note: This language was moved from old Negotiating Note 54, which was deleted.]

SECTION 5: Confidentiality of Records

9/5/1 To insure strict confidentiality, only authorized employees of the Employer shall process or have access to any employee medical records.

SECTION 6: Buildings

9/6/1 The Employer shall provide and maintain all state-owned buildings, facilities, and equipment in accordance with the directions of the appropriate state agency. Where facilities are leased, the Employer shall make a reasonable effort to assure that such facilities comply with the directions of the appropriate state agency.

SECTION 7: Medical Examination

9/7/1 Whenever the Employer requires an employee to submit to physical examinations, medical tests, including x-rays, or inoculations, the Employer will pay the entire cost of such services not covered by the present health insurance program, providing the employee uses the services provided or approved by the Employer. The Employer agrees to give employees classified as Police Communications Operator a hearing examination once during the period of the Agreement. The Employer will arrange for and pay for the examination and provide a copy of the results of the exam to the employee. Employees will be in pay status for the examination. Employees required to submit to such exams, tests, or inoculations will do so without loss of pay or benefits. Employees who provide acceptable medical or religious reasons for refusal of inoculations will be considered for reassignment.

SECTION 8: Job-related Exposure to Disease

9/8/1 Under the following conditions, testing for, and treatment of Lyme Disease (a tick bite received while performing assigned job duties), Hepatitis B and C, TB or HIV, will be covered by Worker's Compensation as provided under 13/18/1 of this Agreement:

A. Employees must report a suspected job-related exposure to these diseases to their immediate supervisor. This alleged exposure is to be reported on the Occupational Accident/Illness Report (AD-85/WC-12) Worker's Compensation form and processed according to the procedures in the employee's agency.

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

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

D. A direct causal relationship must be established by the treating physician. The treating physician must relate contraction of the disease to the job by means of written documentation. The employee must obtain copies of the physician's medical notes and the results of any medically-prescribed tests and submit them to the Employer to satisfy this condition.

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

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

SECTION 9: Motor Vehicles

9/9/1 All passenger cars, trucks, truck tractors, buses, or multi-passenger vehicles which have a date of manufacture on or after January 1, 1968, and which are covered by the applicable safety standards of the National Traffic and Motor Vehicle Safety Standards issued by the U.S. Department of Transportation, Federal Highway Safety Bureau, that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection (as mutually agreed locally) with any deficiencies revealed by the inspection to be corrected by the Employer.

9/9/2 The Employer agrees to equip all University of Wisconsin System vehicles designated as police cars with statutorily mandated equipment.

9/9/3 Probation and Parole Agents shall not be required to use their personal vehicles to transport non-Department of Corrections personnel.

9/9/4 All custody transports of clients by Probation and Parole Agents shall be done in an Employer provided vehicle, utilizing caged vehicles where available. The Employer will make reasonable efforts to secure a caged vehicle for custody transports. This provision does not require the Employer to purchase additional vehicles, but goes to the scheduling of existing caged vehicles.

9/9/5 Whenever possible, the Employer will not require the use of personal vehicles by Probation and Parole Agents.

SECTION 10: Foot Protection

9/10/1 The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the purchase of approved safety shoes, the Employer will pay an allowance of fifteen dollars ($15.00) per year as an expense check payable the first pay period of the calendar year.

9/10/2 (T) Department of Transportation Technical employees shall receive thirty five dollars ($35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars ($15.00) per year reimbursement.

9/10/3 (SPS) Department of Agriculture, Trade and Consumer Protection employees shall receive thirty-five dollars ($35.00) as an expense check payable the first pay period following the effective date of this contract, in lieu of the above fifteen dollars ($15.00) per year reimbursement.

9/10/4 (BC, T) Department of Natural Resources employees required to wear approved safety boots/shoes shall receive a payment of thirty five dollars ($35.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 above and shall be made as an expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification form (9100-123).

9/10/4A (T) Department of Natural Resources employees in the Forestry Technician and Forestry Technician-Advanced classifications who are assigned to fire suppression duties and are required to wear safety boots shall receive a payment of forty dollars ($40.00) during the term of the Agreement. Such payment is in lieu of the amount specified in 9/10/1 and 9/10/4 above and shall be made as an

expense check payable following submission by the employee of a Department of Natural Resources Employee Foot Protection Certification Form (9100-123).

9/10/5 (BC) When the Employer determines that an employee needs a second pair of safety shoes within a calendar year due to abnormal wear and tear, the Employer shall review and approve the purchase of an additional pair of shoes and, upon proof of purchase, reimburse to the employee an additional fifteen dollars ($15.00).

SECTION 11: Safety Inspection

9/11/1 When the appropriate state agency inspects state facilities, a Union official, upon request, will be released without loss of pay to accompany the inspector.

9/11/2 Upon written request for the latest or most current safety inspection of a specific facility, the report will be furnished to the requesting Union official.

SECTION 12: Compliance Limitation

9/12/1 The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

SECTION 13: Department of Commerce (formerly DILHR)

9/13/1 The provisions of Wis. Admin. Code Comm 32 shall apply to employees covered by this Agreement.

SECTION 14: Joint Committee on Health and Safety

9/14/1 The Employer shall make reasonable provisions for the safety and health of the employees, and the Union will lend its full support and encouragement to the practice of job safety and health by employees. The Employer, the Union and the employees recognize their obligation and/or rights under existing applicable state and federal laws with respect to safety and health matters.

9/14/1A (AS) The Employer shall make a reasonable effort in providing a safe, secure work site. Problems relating to a safe, secure work site may be discussed at local labor-management meetings.

9/14/2 The parties to this Agreement agree to promote efforts being made in the area of improvement of the safety and health of state employees and will extend their mutual support of studies, research, and initiatives whose goal is to achieve an increased awareness of safety and health and a reduction of the safety and health hazards encountered by state employees.

9/14/3 In the event an employee has determined that the task he or she has been assigned is abnormally dangerous, he or she shall inform his or her immediate supervisor in writing on the Abnormally Hazardous Task Report Form. Upon receipt of such written claim by the supervisor, the supervisor shall review the situation with the employee and attempt to resolve the matter. If the matter is not resolved to the mutual satisfaction of the employee and the supervisor, the employee's written claim shall be forwarded to 1) representatives of each of the parties as designated by the local committee; 2) the Joint Committee; and 3) the appointing authority and agency head.

9/14/4 In attempting to resolve the employee claim the supervisor at his or her discretion may attempt to make work place task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel. The supervisor may order the employee to perform the task or at the supervisor's discretion assign the affected employee to other available work consistent with the work usually performed by the employee.

9/14/5 If the matter is not resolved to the satisfaction of the employee, and he or she carries out the task, he/she may later file a grievance in accordance with Article IV commencing at Step One. If the employee refuses to perform the task and no alternate assignment is made by the supervisor, the employee may be subject to discipline. Prior to administration of the discipline the circumstances surrounding the abnormally hazardous task disagreement shall be discussed with the local Union and the Employer designated safety representative. If the employee is disciplined, he/she may file a grievance commencing at Step Two of the procedure.

9/14/6 Grievance(s) filed under the above circumstances shall be supplemented by a completed Abnormally Hazardous Task report form. In addition to filing the grievance and form to the designated agency representative, copies should be forwarded to the Joint Committee on Health and Safety.

9/14/7 A statewide Joint Committee on Health and Safety consisting of representatives designated by the Council 24 Health and Safety Committee and representatives of the Employer shall be established (the Committee is to be referred to hereafter as the Joint Committee). Each party will appoint at least one member who has professional training in occupational safety and health. Employer representation on the Joint Committee will be appointed by the Office of State Employment Relations and shall

include, but not be limited to, representatives from the University of Wisconsin and the Departments of Health and Family Services, Military Affairs, Transportation and the Office of State Employment Relations.

9/14/8 The Joint Committee shall meet as necessary but not less than quarterly and shall focus its efforts toward the accomplishment of:

A. Increased attention to supervisory , the capability of the supervisor to identify and deal with work place health and safety hazards and access of supervisor to resources and support necessary to increase safety and health capabilities.

B. Increased understanding and awareness on the part of all employees of the safety and health hazards and dangers inherent in the performance of their job and the development of basic safety and health knowledge which will enable employees to recognize circumstances which are abnormally hazardous or dangerous.

C. Increased interaction of safety and health personnel with all employees.

D. Increased coordination of safety and health programs on a statewide basis.

9/14/9 The Joint Committee:

A. Shall consider recommendations to be made to the Director of the Office of State Employment Relations related to the creation of a health and safety component to be included in the training programs mandated by s. 230.046(2), Wis. Stats. and provided for in s. 230.046(3), Wis. Stats.

B. May make requests for data and information from agencies of the State and the Union in order to analyze and determine safety and health problems and/or needs as they affect state employees, including health problems related to ergonomic conditions.

C. May request the assistance and advice of experts in the field of occupational safety and health, whether or not they are employees of the State.

D. May make on-site inspections of locations or facilities where state employees are working.

E. May make reports and/or recommendations to task forces, committees, etc. officially involved in studies, research and/or reviews of the safety and health of state employees.

F. May make recommendations to the parties to this Agreement as to the interpretation of health and safety provisions as they exist under the terms of the Agreement.

G. May request reports, information and/or appearances by representatives from the local committees referenced in Article XI, Section 2 of this Agreement.

H. May make a report to the full bargaining teams of the parties to this Agreement at a time early in negotiations of a successor agreement on the accomplishments of the Joint Committee. Such report may include recommendations for contractual changes to be sought in the successor to this Agreement.

I. May consider and make recommendations regarding the health and safety of employees not covered by this Agreement and may include representatives of these employees in the activities of the Joint Committee.

J. May attempt to create an outline for a departmental booklet of general safety facts and procedures which can be used for the creation of a health and safety booklet appropriate for distribution to all employees.

K. May design and conduct joint training sessions related to implementing the health and safety provisions of this agreement and/or to increasing the awareness of health and safety on the part of employees. Employees designated by the Joint Committee to attend such training sessions shall do so without loss of pay.

L. May recommend environmental standards for work sites. Guidelines used in developing these standards may include OSHA regulations, D Comm regulations, the Minnesota Heat Standard and other ergonomic studies.

M. May consider issues and make program recommendations to the parties concerning the subject of violence in the workplace.

N. Shall encourage the establishment of Health & Safety committees as appropriate.

O. May designate one member from each bargaining unit to serve on the Joint Labor/Management Newsletter Editorial Board, who shall serve without loss of pay when attending joint meetings of the Board.

9/14/10 In recognition of the fact that accomplishments in the area of safety and health rely on:

A. The mutual commitment of the parties at all levels.

B. Accurate identification of bona fide abnormal health and safety hazards and dangers.

C. Acknowledgment of the nature of historical and current trends and experience regarding health and safety problems.

D. Recognition of the value of employee involvement in health and safety efforts.

9/14/11 The local committees referenced in Article XI, section 2 of this Agreement shall direct and prioritize their efforts as follows:

A. Identify and describe in writing those tasks currently performed by employees which the local committee feels place the employee in circumstances which are abnormally hazardous or dangerous (i.e. those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job).

B. Communicate in writing to the highest level of management relative to the jurisdiction of the local committee, the committee report resulting from the above. If there is no agreement on the tasks qualifying under A. above, either party may submit this report.

C. The report referred to above shall include a recommendation as to the appropriate action to be taken to eliminate the abnormal hazards or dangers.

D. The report referred to above shall be made after an on-site inspection of the performance of the tasks has been accomplished by the local committee.

E. Subsequent to A.-D. above, the local Committee shall perform a job safety and health analysis on tasks, the inherent danger and hazards of which have resulted in the highest frequency of disabling injuries within the jurisdiction of the local Committee. The same analysis shall then be performed with regard to the frequency of potentially disabling injuries and then the frequency of minor injuries.

In this analysis, the local Committee shall consider injuries (disabling, potentially disabling, minor) resulting from and in the following order:

1. Employees struck by or against
2. Falls
3. Over exertion
4. Body reaction
5. Other

F. The job safety and health analysis referred to above means:

1. A determination of the tasks to be analyzed by studying past safety and health performance.

2. Identification of hazards and dangers and the potential accidents or illnesses which could result.

3. A determination of the ways to eliminate the accidents/hazards which could result.

G. The result of the individual job safety and health analysis shall be created in written form and shall be distributed to all employees performing the respective job within the jurisdiction of the local Committee.

H. Reports created in A.-G. above shall be forwarded to the Joint Committee.

I. Reports forwarded by the local Committees to management shall be answered in writing, indicating actions to be taken as a result of the report. In the event no action is to be taken, or action different than that recommended is to be taken, a written explanation shall be provided the local Committee.

9/14/12 The above section related to safety and health acknowledges a mutual commitment to the safety and health of all employees, the existence of mutual as well as separate obligations, responsibilities and prerogatives relative to safety and health of all employees and does not detract, alter or modify the rights and obligations of the parties recognized in other provisions of this Agreement.

9/14/13 The Joint Committee shall seek recommendations on areas of concern for employee health and safety training and facilitate such training efforts.

When such concerns have been identified, the Committee shall assist the employing unit(s) in the design and implementation of appropriate training programs. Implementation of such training programs will be dependent upon the availability of the training resources of the employing unit(s).

In order to accomplish this purpose, the Committee or subcommittees thereof shall hold meetings, as needed, at sites selected by the Committee to address health and safety issues of common interest. Resource persons may be utilized to assist the Employer in developing training programs designed to address local issues. Professional or technical assistance may also be used to develop or conduct such programs.

Locally provided training shall be evaluated by the Committee to determine its applicability to other facilities. The Committee shall make recommendations for adoption of such programs on a statewide basis.

The Committee may seek funding through grants or other sources to defray the cost of training.

The Committee will evaluate training programs in the area of health and safety and, where applicable, shall recommend their use for inter- or intra-agency applications.

SECTION 15: Data Sheets

9/15/1 The Employer upon contracting to purchase any chemical or substance containing hazardous material will request a material safety data sheet from the vendor.

SECTION 16: Joint Health and Safety Committee Report on Ergonomics

9/16/1 The Joint Health and Safety Committee report recommendations define optimum conditions for VDT-CRT use and shall be incorporated in purchasing/design guidelines for management's purchase or design of equipment and work areas. Each agency shall appoint an ergonomic coordinator who, with input from the local Union VDT and/or health and safety committees where they exist, shall be responsible for evaluating ergonomic conditions and assisting employees who experience problems relating to these issues. This Section is not subject to Article IV but may be a topic of labor-management meetings.

9/16/2 Ergonomic Coordinators' reports shall be made available to the Local Union, upon request.

SECTION 17: VDT/CRT Eye Examinations

9/17/1 Employees whose assigned duties require high VDT-CRT use [four (4) hours or more per day] are encouraged to have an eye examination. Employees who avail themselves of such examination will be reimbursed for one examination not covered by the present health insurance program during the life of the contract.

9/17/2 A pregnant employee assigned to high-use operation of VDT/CRT Equipment [four (4) hours or more per day] may request reassignment to alternative work within her employing unit. If this request is not granted, the employee may request and shall be granted up to three (3) months of maternity leave of absence without pay which will be in addition to the maternity leave under provisions of 13/8/4 of this Agreement.

9/17/3A Except where local agreements provide otherwise, employees whose assigned duties require VDT/CRT use of four (4) or more hours in a day shall be provided their fifteen (15) minute breaks and meal periods, where feasible, such that the VDT/CRT duties are not required for greater than two (2) hour periods. Where this scheduling is not feasible, relief to the employee after two (2) hours of continuous use may be provided by the performance of alternate tasks normally performed by the employee and not requiring the use of the VDT/CRT.

9/17/3B **Eyeglasses:** When medical verification for the necessity of special eyeglasses to work on the Employer's VDT/CRT equipment is provided, the Employer will provide the appropriate prescribed eyeglasses through state procurement for use by the employee in the performance of his/her duties when such duties include the high use of the VDT/CRT equipment as defined in 9/17/1. Management shall provide a status report to the employee within thirty (30) days of the employee's request for such glasses. Special eyeglasses are defined as glasses needed for VDT/CRT equipment use if the employee

would not otherwise require the use of glasses or other vision correction; or eyeglasses required for work on VDT/CRT equipment which are different in prescription power or design from those which would be required to meet the other general daily vision needs of the employee. This provision may be exceeded by mutual agreement.

SECTION 18: Safety Eyewear

9/18/1 Where safety glasses are required by the Employer, the Employer will provide such glasses. In addition, if eye examinations for safety glasses are necessary, the Employer will pay the entire cost of one examination during the life of this contract.

9/18/2 Safety sunglasses will be provided by the Employer when medical verification for the necessity of such glasses is provided to the Employer or when mutually agreed to otherwise.

9/18/3 Correctional officers regularly assigned to transportation or towers and other employees regularly engaged in field work who are not required to have safety sunglasses may purchase them for job-related purposes, at cost, through state procurement.

SECTION 19: Weather Related Considerations

9/19/1 During periods of extreme weather, such as announced temperature advisories, the Employer will take reasonable steps to assure consideration of employee health and safety needs.

9/19/2 It is in the Employer's best interest to protect its employees from weather extremes. Foul weather gear (gloves, boots, coats, rain gear and hats) will be a topic of discussion at local labor management meetings.

SECTION 20: Violence in the Workplace

9/20/1 (AS, BC, PSS, T) The Employer and the Union agree that no employee should ever be subjected to violence or the threat of violence in the course of employment or as a consequence of said employment. It is the mutual obligation of the parties to counsel and educate employees and supervisors in methods of reducing and eliminating such violence.

9/20/2 (AS, T) In the event an employee perceives that s/he has been subjected to violence or the threat of violence in the course of, or as a consequence of their employment, s/he shall report the incident promptly in writing to the Joint Committee on Health and Safety, to the Local Union and to the designated agency representative.

ARTICLE X
HEARING OFFICER

10/0/1 The Personnel Commission may at its discretion appoint an impartial hearing officer to hear appeals from actions taken by the Employer under s. 111.91(2)(b) 1 and 2, Wis. Stats.

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

2. The job evaluation system specifically including position classification, position qualification standards, establishment and abolition of classifications, and allocation and reallocation of positions to classifications, and the determination of an incumbent's status resulting from position reallocations."

10/0/2 The hearing officer shall make a decision accompanied by findings of fact and conclusions of law. The decision shall be reviewed by the Personnel Commission on the record and either affirmed, modified or reversed. The Personnel Commission's action shall be subject to review pursuant to Ch. 227, Wis. Stats.

ARTICLE XI
MISCELLANEOUS

SECTION 1: Discrimination

11/1/1 Employees covered under this Agreement shall be covered by Subchapter II (State Fair Employment Act), Chapter 111, Wis. Stats., and have a discrimination-free environment assured for all protected purposes.

11/1/2 Employees covered by the Agreement shall be covered by s. 111.84, Wis. Stats., (State Employment Labor Relations Act).

11/1/3 There shall be no discrimination based on Union or non-Union affiliation.

11/1/4 The Employer and the Union agree that all State employees should be able to work in an environment free of sexual harassment and that no employee should be subject to sexual harassment. Sexual harassment, which may involve a person of either sex against a person of the opposite or same sex, undermines the integrity of the work place and should be eliminated. Sexual harassment in employment may consist of unwelcome sexual advances, requests for sexual favors or other forms of verbal or physical conduct of a sexual nature when:

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

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

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

11/1/5 In order to prevent and eliminate sexual harassment, the Employer shall take affirmative steps to help create a work place free of sexual harassment. The Employer shall fulfill its contractual obligations with regard to this section by:

A. including in the affirmative action plan a statement of the policy on preventing and eliminating sexual harassment and identifying available complaint procedure(s); and

B. distributing to all employees appropriate information concerning the nature of sexual harassment, methods by which it may be prevented or eliminated, and avenues through which victims may seek assistance; and

C. briefing supervisory personnel on the problems of sexual harassment and their role in taking corrective action; and

D. posting a copy of Executive Order No. 63 on all Management bulletin boards; and

E. providing each Local Union with a copy of Executive Order No. 63 for posting on Union bulletin boards; and

F. appointing, in those departments which have or create committees to deal with sexual harassment, one employee of the department to such committees to represent all WSEU bargaining units. Such employee(s) shall be selected by Council 24.

G. (AS, BC, PSS, T) creating in each agency an internal process for acting upon claims of sexual harassment, with the goal of maintaining a sexual-harassment-free work environment.

11/1/6 (AS, BC, PSS, T) Any allegations of sexual harassment concerning supervisory personnel or co-employees shall be restricted to the remedies available under State and Federal Statutes. The grievance procedure in Article IV shall not be used to resolve any matters involving any allegations of sexual harassment. Employees who perceive that they have been subjected to sexual harassment are encouraged to report these incidents to designated agency representatives.

11/1/7 When an employee is being interviewed by an official investigator in regard to charges of sexual harassment that have been filed by said employee with said investigator's agency the employee's participation in said interview shall be without loss of pay.

11/1/8 An employee presenting a sexual harassment complaint to the Affirmative Action Officer of the Employer shall be entitled, at the employee's option, to the presence of his/her designated union representative or any other member of the employee's employing unit selected by the employee. Any advocate so selected by the employee shall respect the confidentiality of the affirmative action process. The time spent by the employee and his/her advocate in presenting said complaint shall be without loss of pay. An advocate, who is also a WSEU designated union representative, must make a disclosure of any potential conflict of interest to the claimant, if he/she may also represent the accused prior to any such presentation meeting.

11/1/9 (AS, BC, PSS, T) Harassment Free Work Place

The Employer and the Union agree that all state employees should be able to work in an environment free of harassment and that no employee should be subject to harassment.

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

If work place harassment is alleged by an employee or the Employer, at the discretion of the employee, a Union representative will work with the appropriate Institution/Agency Office (e.g., Affirmative Action, Human Resources, Equity & Diversity, Employee Assistance Program, etc.) representative in an attempt to resolve the issue. (See Memorandum of Understanding #~~7~~5 and Negotiating Note #~~56~~35).

11/1/10 (AS, BC, PSS, T) Hostile Work Environment

It is mutually agreed that the Employer and the Union shall not tolerant conduct as defined and prohibited by s. 111.32(13) and 111.36(1)(b)(br), Wis. Stats. Both parties shall educate supervisors and employees in methods of eliminating and preventing such conduct.

11/1/11 Upon completion of any investigation involving allegations of sexual harassment, the Employer shall promptly notify both the accused and the accuser of the findings.

SECTION 2: Union-Management Meetings

11/2/1 (BC, SPS, T) The State agrees to continue the existing Union-Management meetings except that there will be only one Union-Management meeting for all areas of discussion as set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

11/2/2 (BC, SPS, T) Notwithstanding the above, the Employer agrees to continue the existing health and safety committees in those departments where such committees are presently operating.

11/2/3 (AS) There shall be Union-Management meetings for the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise.

A. Local Union-Management meetings shall be held in each of the six regions of the Department of Health and Family Services subject to the provisions of this section. A maximum of three (3) bargaining unit Department of Health and Family Services employees shall be in pay status not to exceed eight (8) hours each per meeting to represent the administrative support employees of all divisional employing units (excluding institutions) in each region.

B. Administrative support employees at the institutions shall continue to attend the existing local Union-Management meetings. The provisions of A. above shall not apply.

11/2/4 Where health and safety committees exist, there shall be a minimum of four (4) health and safety committee meetings per year for each agency unless mutually agreed upon otherwise, and that a representative, designated by the local Union president, from each affected bargaining unit shall attend without loss of pay.

11/2/4A Health and safety issues shall be considered at the regular Union-Management meetings a minimum of four (4) times per year unless mutually agreed upon otherwise.

11/2/5 (BC, AS, SPS, T) All other aspects of the aforementioned meetings, including time and location, shall be determined by the local Union and local Management.

11/2/6 (BC, SPS, T) In those departments where there are no existing Union-Management meetings being held, both the necessity and frequency of such meetings shall be determined by the local Union and local Management. If such meetings are held, they shall be in accordance with paragraphs 11/2/1 and 11/2/10.

11/2/6/A If an Agency Head or his or her designee agrees to a meeting that includes the involvement of Local Union Presidents, in such instances, as long as the Agency Head or designee agrees and gives notice of the meeting to OSER, the Local Union Presidents can attend without loss of pay, including reasonable travel time. All expenses (meals, hotel, and mileage) will be paid by the Union.

11/2/7 (PSS) The State agrees to hold Union-Management meetings as set forth below:

A. Department of Workforce Development. Once each month (the monthly meeting may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s) not to exceed a total of seven (7) bargaining unit employees. The meetings will be held at a mutually agreed upon time in an appropriate Madison location. Any change in location must be mutually agreed upon.

B. Department of Health and Family Services

1. Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s), not to exceed a total of seven (7) bargaining unit employees. The meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

2. For the Bureau of Milwaukee Child Welfare, once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Employer will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employees, ~~and not to exceed a total of~~with at least one (1) employee from each of the ~~five (5) sites~~three (3) regions, ~~and~~ the intake unit and the Crisis Response Team.

C. Department of Corrections

Once each month (the monthly meetings may be waived only by mutual agreement) the designated representative(s) of the Department of Corrections will meet with the designated Union representative(s), not to exceed a total of eight (8) bargaining unit employees. The meetings will be held at a mutually agreed upon time in the appropriate Madison State Office Building. Any change in location must be mutually agreed upon.

D. All Other State Departments

1. Union-Management meetings for all other state departments will be by employing unit. For those employing units with ten (10) or more bargaining unit employees, Union-Management meetings will be on a quarterly basis, providing the Union submits a written agenda at least five (5) days prior to the proposed meeting. A total of up to three (3) bargaining unit employees may attend these quarterly meetings.

2. For those employing units with less than ten (10) bargaining unit employees, both the necessity and frequency of Union-Management meetings shall be determined by mutual agreement between the Union and local Management. If such meetings are held, up to three (3) bargaining unit employees may be in attendance.

11/2/8 Agenda

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

A. Discuss the administration of the Agreement.

B. Disseminate general information of interest to the parties.

C. **(BC, SPS, T, PSS)** Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.

D. **(AS)** Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including day care and dependent care. To discuss and attempt to resolve issues including those referred to local labor/management meetings from the Master Bargaining Agreement.

E. Consider recommendations of the Health and Safety Committee on matters relating to the bargaining unit employees in the departments.

F. Notify the Union of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit. Failure of the Employer to provide such information shall not prevent the Employer from making any such changes.

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

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

I. **(BC, AS, T)** Negotiate hours of work, work schedules and overtime assignments. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the OSER, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

J. **(SPS)** Negotiate hours of work, work schedules, overtime assignments and the procedures for the administrative investigation of citizen complaints. In the event no agreement is reached, either party may appeal to arbitration pursuant to the procedures of Article IV, Section 2, Step Three except that the decision of the arbitrator shall be advisory. If the advisory award is not implemented by local management, a representative of the department, a representative of the OSER, and a representative of the Wisconsin State Employees Union, District Council 24, will meet to discuss the implementation of the award.

K. In the event VDT - CRT equipment is to be installed, the Employer shall notify the appropriate local Unions of the intent to install such equipment. Whenever possible, such notice will be given to the local Union at least thirty (30) days prior to the lease, purchase or acquisition of such equipment.

L. **(AS)** VDT-CRT concerns may be discussed, as either party desires, at local Union-Management meetings. When the agenda for local Union-Management meetings includes such concerns adequate time shall be allotted for such discussion. The following subjects may be discussed:

1. lighting,
2. vision care and examinations,

3. noise,

4. chairs,

5. desks,

6. footrests,

7. adjustable terminals and keyboards,

8. work environment design (wall cover, carpet, windows),

9. room temperature,

10. training.

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

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

1. implementation plans,

2. new equipment installation,

3. transition plans,

4. training or retraining, and

5. placement of any displaced employees.

As mutually agreed, attendance at the Union-Management meetings discussing these subjects may be expanded to include a reasonable number of employees from affected organizational subunits not recognized as employing units for the purpose of Union-Management meetings. Such employees shall attend without loss of pay.

N. Discuss child/elder/dependent care issues including establishment of on-site centers.

O. Where meals are not currently being provided, meals (without charge) for employees held over to work four (4) or more additional hours will be discussed locally.

P. Discuss the administration of the Worker's Compensation law, specifically denials of benefits at the agency or lower level.

Q. Discuss and exchange information on initiatives related to mass transit and van pooling.

R. Discuss light duty issues.

S. Overtime assignments shall be topic of local negotiations.

T. Caseload issues shall be a topic of discussion at labor/management meetings.

U. Overtime issues shall be a topic of local negotiations.

V. **(AS)** Discuss and educate on layoff and the layoff process.

W. **(AS, BC, T)** Discuss the use of surveillance cameras except those established in the course of a police investigation of possible criminal conduct.

11/2/9 Cost of Union-Management Meetings

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

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

B. **(PSS)** Cost of Meetings for Professional Social Services bargaining unit employees, in accordance with the limitations set forth in 11/2/7, shall be in pay status for time spent in Union-Management meetings held during their regularly scheduled hours of employment.

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

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

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

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

SECTION 3: Union-Management Meetings--Statewide

11/3/1 As mutually agreed, the director of the OSER for the State of Wisconsin or his/her designee may meet with representatives of AFSCME Council 24. Discussions at these meetings shall include, but shall not be limited to, administration of this Agreement.

SECTION 4: Notice of Promotional Exams

11/4/1 The Employer shall post, on the appropriate bulletin board, notices of all promotional examinations for bargaining unit positions within the employing unit(s) involved and shall supply the Union with ten (10) copies of such notices. The parties agree the above notices are for informational purposes only.

11/4/2 (SPS) Security and Public Safety employees whose work site is their home and who file a written request to their department will have sent to them, by the Employer, notice of promotional opportunities which exist within the Security and Public Safety bargaining unit for their department. Such notices shall be for informational purposes only.

SECTION 5: Uniforms

11/5/1 The present practices pertaining to uniforms within each department shall be continued for the duration of this Agreement. In those locations where monetary allowances for uniforms are presently being provided, changes in the reimbursement rate shall be a subject for discussion and local negotiation pursuant to Article XI, Section 2.

11/5/2 (BC, AS, SPS, T) For the purposes of this Section, uniforms are defined as identically styled clothing uniquely related to the work place and not appropriate for personal or other outside use.

11/5/3 (BC, AS, SPS, T) If the Employer desires, additional uniforms may be required. If required, the uniforms shall be paid for or furnished by the Employer.

11/5/4 (SPS) With supervisory approval, Environmental Wardens may purchase two (2) sport coats/blazers, and two (2) dress shirts or blouses, and two (2) pants at Employer expense during the first twelve months after initial appointment, or after contract implementation for employees beyond their first twelve months. Each fiscal year thereafter, if needed and with supervisory approval, Environmental Wardens may purchase one (1) replacement sport coat/blazer and one (1) dress shirt or blouse and one (1) pair of pants. In addition, with supervisory approval, Environmental Wardens and Special Investigative Wardens who are required to appear in court wearing business attire may purchase one (1) dark-colored business suit at Employer expense during the term of the Agreement. The supervisor will establish a reasonable price based on availability and budgets.

SECTION 6: Damaged Personal Property

11/6/1 The Employer agrees to pay the cost of repairing eye glasses, watches, medically prescribed prosthetic devices (such as artificial limbs, dentures and hearing aids) or articles of clothing damaged in the line of duty. Such reimbursement provision shall not apply to items where the replacement value or repair cost is ten dollars ($10.00) or less.

11/6/2 If the above articles are damaged beyond repair, the Employer agrees to pay the actual value of such articles as determined by the Employer. The reimbursement for damaged watches will not exceed seventy five dollars ($75) per watch.

11/6/3 The value of such articles shall be determined at the time damage occurs and articles damaged beyond repair shall be inspected by the supervisor authorizing the replacement value of the article.

11/6/4 The employee may file a claim with the State of Wisconsin Claims Board, attached to the Department of Administration, for lost, stolen or damaged personal property.

SECTION 7: Work Rules

11/7/1 The Employer agrees to establish reasonable work rules. These work rules shall not conflict with any provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The reasonableness of the newly established work rule(s) or amendment(s) to existing work rule(s) may be grieved beginning at the 2nd step of the grievance procedure.

11/7/2 For purposes of this Article, work rules are defined as and limited to:

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

11/7/3 It is understood that records of work rule violations which did not involve criminal violations will be removed from the employee's personnel file(s) if there are no other violations within twelve (12) months after the violation.

11/7/4 Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules, which includes both the application and interpretation, may be challenged through the grievance procedure contained in this Agreement.

11/7/5 New or revised written policies that reference disciplinary consequences for failure to comply with the policies will be provided to the union at the same time that they are distributed to affected employees.

SECTION 8: Inclement Weather

FLSA NON-EXEMPT EMPLOYEES

11/8/1 Employees who report late to work after having made an earnest effort to report to work on time but were unable to do so because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current work week (including Saturdays if the employee's work unit is in operation) as scheduled by the Employer. Makeup shall be at the regular rate of pay. Where situations described above occur on the last day of the work week and the Employer cannot schedule the employee for make-up time, the employee may elect to use vacation, personal holiday, compensatory time off or leave without pay. If the employee elects leave without pay, there shall be no proration of benefits.

11/8/2 When the Employer approves employee requests not to report for work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, holiday or compensatory time credits or leave without pay or the employee may make-up time lost on that day, as the employee requests. Makeup shall be at the regular rate of pay, scheduled by the Employer, and shall be worked during the work week in which the emergency situation occurs (including Saturdays if the employee's work unit is in operation). If the employee elects leave without pay, there shall be no proration of benefits.

FLSA EXEMPT EMPLOYEES

11/8/3 Employees who report late to work after having made an earnest effort to report to work because of inclement weather or severe storm or heeding an official travel advisory issued by the State Patrol or the Milwaukee County Sheriff's Department of road closings shall be allowed to work to make-up for lost time during the current or next pay period as scheduled by the Employer. Make-up shall be at the regular rate of pay.

11/8/4 When the Employer approves employee requests not to report to work or allows employees to leave work before the end of the workday because of hazardous driving conditions or other reasons, the time the employee is absent will be charged to vacation, personal holiday or compensatory time credits or the employee may make-up time lost on the day, as the employee requests. Make-up shall be at the regular rate of pay as scheduled by the Employer and shall be worked during the pay period in which the emergency situation occurs or the subsequent pay period.

ALL EMPLOYEES

11/8/5 When an employee is making up time under the provisions of this section, the employee will receive the applicable differentials which are appropriate for those hours actually worked to make-up the time.

11/8/6 When the agency head (or their authorized designee(s)) directs the employees to leave work or not to report to work due to hazardous weather conditions or other emergency situations, the employee will be compensated at the employee's base rate of pay plus any applicable differentials for those hours which he/she had been scheduled to work for that day. If there is a power or equipment failure, the Employer will provide alternate work, if possible, prior to directing the employee(s) to leave work. Each agency will be responsible for identifying those management positions which have the authority to send employees home or not to report to work under this provision. Any questions on who has this authority should be directed to the employee's immediate supervisor.

11/8/7 Starting of automobiles during cold weather will be a subject of local negotiations.

SECTION 9: Distribution of Pay Checks

11/9/1 The Employer agrees to continue its present departmental practices relating to the distribution of pay checks. Pay checks will be distributed in a confidential manner. All pay checks that are mailed will be mailed first class. When a regular payday falls on a holiday (including bank holidays) the Employer will distribute and date pay checks the day before the holiday.

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

11/10/1 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

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

11/10/2 The Employer shall pay for renewal fees for all CDL/SBE in excess of class D (regular driver license) fees. This applies to CDL/SBEs required by the Employer, regardless of whether they were a prior condition of employment.

11/10/3 The Employer shall pay the cost of any CDL/SBE, including the initial exam(s), for employees who are required to operate a motor vehicle when the possession of such license was not a condition of employment prior to appointment or promotion. Employees shall be allowed time off without loss of pay to take the initial written and driving skills test.

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

11/10/4 In the event an employee who has a job requirement to maintain a Commercial Drivers' License (CDL) and has a loss of CDL privileges for sixty (60) days or less because of an off-duty event, the Employer will assist the employee with the following:

A. For up to a 60 day revocation of the CDL, the Employer will attempt to find alternative duties for the employee to perform;

B. If no alternative duties are available, the Employer will attempt to assign the employee to a position for which the employee is qualified that does not require a CDL;

C. If there are no alternative duties or vacancies available, the Employer will allow the employee to use earned, paid annual leave time or accrued compensatory time for up to 60 days;

D. If there are no alternative duties or vacancies available, and the employee has no earned, paid leave time or accrued compensatory time available, the Employer will approve a leave of absence without pay for up to 60 days.

E. At the sole discretion of the Employer options A-D above may be extended to an employee whose CDL privileges have been lost for more than 60 days.

An employee may only exercise these provisions once every three years.

SECTION 11: Advisory Training Committee

11/11/1 A joint Management-Union Advisory Training Committee may be established when impending layoffs are verified. This Committee will consist of three (3) members of management (two of which are Departmental representatives) and the third member as designated by the director of the OSER, and three (3) members representing the Union designated by AFSCME, Council 24, Wisconsin State Employees Union. Either party may substitute membership depending on the nature and location of the layoff.

11/11/2 The Committee will review the capabilities of the affected employees, departmental needs, suggest jobs for which training may be appropriate, and recommend training programs to the affected departments. Union members will receive time off without loss of pay for attendance at such meetings.

SECTION 12: Training and Education

11/12/1 (BC, AS, SPS, T) In-Service-Training

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

11/12/2 (BC, AS, SPS, T) Meetings

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

11/12/3 (BC, AS, SPS, T) Educational Leaves of Absence

Employees covered by this Agreement shall be granted a full-time educational leave of absence without pay for a specific period of time up to one (1) year. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of

the educational institution relating to full-time status. Such employee may return early from such a leave upon approval by the Employer. The Employer may grant a leave of absence in accordance with 13/8/1.

11/12/4 (BC, AS, SPS, T) The Employer shall grant the employee's request for an educational leave of absence. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

A. Operational needs of a department.

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

C. Availability of qualified replacements.

D. Adequate advanced notice from the employee.

11/12/5 (BC, AS, SPS, T) The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

11/12/5A (BC, AS, SPS, T) The Employer may grant time off without pay for a specific period of time for educational purposes in the state higher educational system, state private accredited higher educational system, or area technical college system. If the time off is approved, the employee will notify his/her supervisor in advance of course registration in order to arrange for scheduling of hours to meet operational needs. This language may also be applied to part-time educational leaves of absence. [Historical Note: This language was moved from old Negotiating Note 22, which was deleted.]

11/12/6 (BC, AS, SPS, T) Career-Related Education

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

When admitted in an educational program in the State Higher Educational System, State Private Accredited Higher Educational System or Area Technical College System, an employee shall be granted time off without pay, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding ~~fifteen (15)~~eighteen (18) semester hours [not to exceed six (6) semester hours per semester~~ or three (3) semester hours per summer session~~] for the duration of this Agreement. Seventy five percent (75%) of tuition costs and fees will be reimbursed by the Employer, to the employee, if still employed, upon successful completion of approved courses. Maximum reimbursement rate will not exceed the per credit rate in effect at the University of Wisconsin-Madison as of the date the request for reimbursement is made. Prior to commencement of any career-related courses, the employee shall seek and receive advance authorization from his/her supervisor and from the

appointing authority for enrollment in career related courses. After such written approval has been received from the appointing authority or his/her designee, such approval will not be rescinded except for unanticipated emergencies. Career related training and educational activities are those that aid an employee in progressing to any class or class series within the bargaining unit within the agency or for lateral movement to a position in a counterpart pay range within the agency. For the following departments, independent agencies and constitutional offices, career related training and educational activities are those that aid an employee in progressing to any class or class series within the bargaining unit within State Service.

A. All independent agencies

B. All constitutional offices

C. Military Affairs

D. Regulation and Licensing

E. Department of Commerce

F. Employment Relations

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

11/12/7 Required Training (T)

The Employer agrees to allow time off, without loss of pay, for continuing education to meet and maintain licensure for Certified Occupational Therapy Assistants (COTA) and Physical Therapy Assistants (PTA). Time for such certification will be without loss of pay for each year of the contract.

11/12/8 (BC, AS, SPS, T) The provisions of this section represent the minimum standards for in-service training, meetings, educational leaves of absence and career related education as provided in said section. Heads of departments and chancellors of the University of Wisconsin System which choose to exceed these standards may do so. This is an appropriate subject of discussion for Union-Management meetings. The Employer will consider implementing programs which exceed the standards based on these decisions.

11/12/9 (AS, BC) The Union and the Employer will discuss, explore and develop methods to counsel and educate employees as to resources available to enhance promotability for advancement within state service, as provided in 11/2/8.

SECTION 13: Professional Development for Social Services Unit

11/13/1 (PSS) Employer Directed Training

When an employee's attendance at either on-site or off-site training sessions is directed by the Employer, such attendance, including travel time, shall be without loss of pay and at the Employer's expense.

11/13/2 (PSS) Professional Meetings

An employee shall be granted thirty two (32) hours without loss of pay each fiscal year at the employee's discretion, regardless of sponsorship, to attend professional meetings, conventions, certification exams, institute seminars, continuing education, or work shops related to the advancement of the employee's professional development. At the sole discretion of the Employer, travel expenses may also be paid to the employee and additional time off, with or without loss of pay, may be granted for the purposes mentioned above.

11/13/3 (PSS) Educational Leave-of-Absence. Employees covered by this Agreement shall be granted a full-time educational leave-of-absence without pay. Full time student status shall be determined by the established requirements of the educational institution. Such leaves shall be granted for career related professional development and educational purposes only. The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reasons for the denial. Such employee may return early from such a leave upon approval by the Employer.

11/13/4 (PSS) On-Going Education . In order to provide for career related professional advancement, the Employer shall provide for a system of ongoing education at the request of the employee on the following basis:

11/13/5 (PSS) When enrolled in an educational program in the State Higher Education System, the employee may carry a seventy percent (70%) work load at seventy percent (70%) of pay and benefits. If an employee is enrolled in an educational program in the State Higher Education System and the employee is carrying seventy percent (70%) work load at seventy percent (70%) of pay and benefits, the Employer shall reimburse the employee for seventy-five percent (75%) of tuition and books.

11/13/6 (PSS) When enrolled in an educational program in the State Higher Educational System, an employee shall be granted the time, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. The Employer may at its discretion allow time off with or without pay for non-career related educational purposes.

11/13/7 (PSS) The provisions of paragraphs 11/13/5, 11/13/6 and 11/13/7 apply only to those cases where the courses are held and conducted within the physical boundaries of the State of Wisconsin.

11/13/8 (PSS) Notice of Reorganization. Whenever the Employer decides to reorganize any state agency or subdivision thereof, the Union shall be given thirty (30) days advance notice and an opportunity to discuss and confer with the Employer regarding that reorganization and its impact and effect on employees in the bargaining units.

SECTION 14: Personnel Files

11/14/1 An employee shall, upon written request to his/her agency or department, within a reasonable time, have an opportunity to review his/her personnel file(s) in the presence of a designated management representative during the employee's regular scheduled hours of employment without loss of pay. A Union representative may accompany the employee when reviewing his/her personnel file(s). Alternatively, an individual employee may authorize a designated grievance representative or an AFSCME Council 24 field representative to review the employee's personnel file(s) on the employee's behalf in the presence of a designated management representative. Such authorization must be in writing, must specifically identify the representative authorized to review the file(s) and must be provided to the agency or department within a reasonable time prior to the review of the file(s). However, neither employees nor their authorized representatives shall be entitled to review confidential pre-employment information or confidential information relating to promotions out of the bargaining unit.

11/14/2 A copy of any material placed in an employee's file(s) which may affect his/her present job performance evaluation shall be immediately presented to the employee involved.

11/14/3 All work rule violations which did not involve criminal violations will be immediately removed from the employee's official personnel file(s) as stated in 11/7/3 (work rules). When these work rule violations are removed from a personnel file at the request of the employee said material will be given or sent to the employee. When the employee's work location is different than the location of the personnel file the request for removal shall be in writing.

Section 15: Contracting Out

11/15/1 When a decision is made by the Employer, pursuant to the provisions of ss. 16.705 Wis. Stats., Chapter Adm 10, Wis. Admin. Code, or any other relevant statutes relating to state contracting or as these may be amended, to contract or subcontract work normally performed by employees of the bargaining unit, the State agrees to a notification and discussion with the Union at the time of the Request for Purchase Authority (RPA) or prior to an official sealed bid or request for proposal (RFP), but not less than thirty (30) days in advance of the implementation. For contracts under s. 84.01(13), Wis. Stats., the Employer will provide a biennial report of contracts in the spring prior to a new biennium. The Employer shall not contract out work normally performed by bargaining unit employees in an employing unit if it would cause the separation from state service of the bargaining unit employees within the employing unit who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by the employing unit, services for which no positions are authorized by the legislature, or services which an agency has historically provided through contract (including, but not limited to, group home services, child-caring institutions, and services under s. 46.036, Wis. Stats.). If the employee is involuntarily transferred or reassigned as the result of contracting or subcontracting out, every reasonable effort will be made to retain the employee in the same geographic area and at the same rate of pay. When the Employer determines that an employee(s) will be involuntarily transferred, due to contracting out, a notice of this action will be given to the employee(s) and the Union, prior to implementation. Where possible, fourteen (14) days notice will be given. The Employer also will make an effort to notify the employee and Union of a permanent reassignment due to contracting out. [Sections 11/15/1, 2 and 3 do not apply to procurements of services of other items that are not contractual services or to any contracts under ss. 16.75(2)(b), 16.87 or 84.01(13), Wis. Stats., because contracts under these statutes are exceptions to Chapter Adm 10, Wis. Admin. Code.]

11/15/2 In order to provide full information to the Union, including reasons for contracting, the justification required in Chapter Adm 10, Wis. Admin. Code, or as amended, must be included, along with the required notice to the Union at the time of the Request for Purchase Authorization (RPA).

The justification in Chapter Adm 10, Wis. Admin. Code, under contracting out, requires the following information:

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

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

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

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

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

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

11/15/3 The Employer agrees to notify the Union upon issuance of the letter of intent to award a contract. Such notice shall be made to the Union within the five (5) working days, as specified in s. Adm 10.15(1), Wis. Admin. Code. Actually it is a union five day right to protest in the administrative code.

SECTION 16: Liability Protection

11/16/1 The employees of these bargaining units are covered by the provisions of s. 895.46, Wis. Stats.

SECTION 17: P.E.O.P.L.E. Deductions

11/17/1 Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union the Employer will deduct from the pay to such employees those P.E.O.P.L.E. contributions authorized by the employee.

11/17/2 Such orders may be terminable in accordance with the terms of the order the employee has on file with the Employer.

11/17/3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

SECTION 18: Affirmative Action

11/18/1 The Union recognizes that the Employer is actively engaged in an affirmative action program, fully supports the concepts of such a program and will assist in any way possible in the meeting of the objectives of such a program in order to promote and encourage the full utilization of human resources in state service. The Employer agrees to provide Council 24 with sixty (60) copies of the "Wisconsin State Government Affirmative Action Plan Versus Performance Report" whenever said report is issued. Similar performance reports on Affirmative Action programs for the University of Wisconsin System shall also be provided to Council 24 for distribution to the local unions on the campuses. At the written request of the local Union, the appointing authority or his/her designee shall furnish a copy of the agency or department affirmative action plan, performance report, or relevant and readily available affirmative action information, the release of which is not prohibited by state or federal law, within five (5) working days, if possible, to the local Union. In those departments which have or create affirmative action committees, such information shall be a topic for discussion. In those departments which do not have or create an affirmative action committee, such information shall be a topic of Union-Management meetings.

11/18/2 In those departments which have or create affirmative action committees, the WSEU shall appoint two (2) employees of the department to each of the committees to represent all WSEU bargaining units without loss of pay. One additional person without loss of pay may be added to the committee by mutual consent.

SECTION 19: Blood Donations

11/19/1 The Employer agrees to continue the current practices on the release of employees for blood donation provided there is the continued availability of blood donation equipment. In those instances where on-site blood donation equipment is not available any arrangements for donating blood may be discussed at local Union-Management Meetings. Employees who donate blood shall be allowed reasonable time off in pay status to donate blood at the closest blood center to his/her work unit.

11/19/2 Employees who donate blood for the purpose of pheresis donations will be released from work and continued in pay status during their scheduled hours of work for the time needed to make said donation.

SECTION 20: Employing Unit Designations

11/20/1 Whenever there shall be a change in employing unit designation, the Union shall be given thirty (30) days advance notice, whenever practicable, and an opportunity to discuss and confer with the Administrator, Division of Merit Recruitment and Selection, and the head of the agency(ies) involved or their designee(s) regarding such change in employing unit(s).

SECTION 21: Employee Assistance

11/21/1 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 by the Employer and/or the Union.

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. The Employer agrees it will endeavor to appoint volunteer EAP resource coordinators on all shifts. If an employee feels he/she is in need of immediate employee assistance and no resource coordinator is available on his/her shift, the employee will be permitted to contact an off-duty resource coordinator by telephone for the purpose of immediate consultation and assistance.

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

11/21/2 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. The parties will attempt to resolve the problem with the employee.

11/21/3 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. Employee participation in the Employee Assistance Programs will not be the basis for discipline. An employee, however, will not be immune from discipline for work rule violations while participating in such programs.

11/21/4 The Employer encourages the establishment of department-wide or employing unit Employee Assistance Advisory Committee(s). Where such committees are formed or currently exist, the Union may designate one representative to serve on such committee(s) without loss of pay.

SECTION 22: Child Care

11/22/1 Upon request of the local Union, the Employer will make available to employees, information and material related to child care and family issues. This information will be placed in a centralized, clearly designated area.

11/22/2 The Union may appoint one member to represent all WSEU bargaining units to each existing and/or new on-site child care committee. In the event that the on-site child care committee covers two or more employing units covered by two or more different locals, the locals may appoint one additional member to the committee for a maximum of a total of two (2) employee members. Participation in these committees shall be without loss of pay.

SECTION 23: Employees' Organizational Activities for Professional Social Services Unit

11/23/1 The Employer shall permit the employee organizational activities on the Employer's premises and the use of the Employer's facilities. Use of such facilities including the use of meeting rooms shall not take place during normal working hours and shall be on the same fee basis as is permitted other organizations.

SECTION 24: Whistleblower

11/24/1 The Employer agrees to abide by the provisions of Subchapter III of Chapter 230 regarding employee protection on disclosure of information, commonly known as the "whistleblower" law.

SECTION 25: Committees

11/25/1 Quality Committees: Where the Employer creates or has created one or more quality committees, the members of such committees shall be appointed and serve at the discretion of the Employer, except that one member of each such committee shall be a represented employee designated by the Union from the affected work area(s) and shall serve without loss of pay. Such committee(s) are those which meet on a regular basis for the purpose of identifying, analyzing, and recommending solutions to employee/Employer concerns about the work product of the affected work area. Topics of discussion in quality committees as identified in this paragraph do not include discussion topics mandated under the Master Agreement or Ch. 111.80, Wis. Stats.

11/25/2 Other Committees: Where the Employer creates other committee(s) that meet on a regular basis, with represented employees on it, and the subject of the committee(s) has a direct affect on WSEU employees, the members of such committee(s) shall be appointed and serve at the discretion of the Employer, except that one (1) member from each affected bargaining unit shall be designated by the local union, and serve without loss of pay. Topics of discussion in these committee(s) will not include topics mandated under the Master Agreement, or Chapter 111.80, Wis. Stats., but may include identifying, analyzing and recommending changes or solutions to employee/Employer concerns about the work product or the affected work area.

SECTION 26: Arrest/Conviction Record

11/26/1 The pre-employment arrest/conviction record of a current bargaining unit employee with permanent status shall not be used by the Employer as a basis for removing the employee from his/her existing position or disallowing movement to another position unless the Employer can demonstrate that the employee falsified or withheld information or there is a substantial relationship between the arrest/conviction and the circumstances of the employee's existing position or the position to which the employee requests to move that is detrimental to the Employer.

SECTION 27: Nurse Aide Registration

11/27/1 (T) At State institutions where nurse aide registration is required, the Employer will recognize employees as eligible to perform the duties of an aide who have been grandfathered or have completed a program that has been deemed by the Division of Health.

11/27/2 (T) At State institutions where registration is required, and the institution's training program is not deemed by the Division of Health, employees who are not placed on the registry will be afforded the opportunity to receive training to qualify for placement on the registry. If such training is not provided by the Employer, employees will be reimbursed after satisfactory completion for appropriate training from accredited sources.

11/27/3 (T) In the event an employee is unable to initially qualify for the registry, the Employer will make an effort to place the employee in a position for which the employee is qualified. If that position is at a pay level less than the employee is presently receiving, the employee's pay rate will be red-circled.

11/27/4 (T) Fees connected with placement on the registry will be paid by the Employer.

SECTION 28: Operational Need

11/28/1 Definition of Operational Need

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

11/28/2 If deviation from the normal shift is made due to operational needs, the Employer will provide an explanation to the employee or Union representative upon request.

ARTICLE XII

WAGES

SECTION 1: Wage Adjustments

~~**12/1/1** The Employer agrees to provide AS, BC, SPS, and T employees covered by this Agreement the wage adjustments and/or lump sum wage payments as set forth below:~~

~~**12/1/2 A. First Fiscal Year (2003-2004)**~~

~~Except as otherwise provided under 12/1/4 of this Article, the Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments in the order set forth below. NOTE: There will be no General Wage Adjustment in fiscal year 2003-2004.~~

~~1. (PSS): FY 2003-2005~~2005-2007 ~~Transaction Grid Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the Transaction Grid set forth in Appendix #1.~~

~~2. (PSS): Pay Range Assignment. Effective the first day of the pay period following the effective date of the Agreement, employees in positions allocated to the Psychologist classification series who are licensed by the Department of Regulation and Licensing will be reallocated to the following classification:~~

~~**Class Code**~~	~~**Classification**~~	~~**Pay Range**~~
~~52160~~	~~Psychologist-Licensed~~	~~12-09~~

~~3. (PSS): Progression Implementation/Pay Range Assignment. Effective the first day of the pay period following the effective date of the Agreement, the Employer agrees to implement the pay progressions described in Negotiating Notes 73 (Psychological Associate) and 77 (Medigap Insurance Specialist), and to assign the following classifications to the specified pay ranges below:~~

~~**Class Code**~~	~~**Classification**~~	~~**Pay Range**~~
~~52101~~	~~Psychological Associate (A)~~	~~12-08~~
~~52102~~	~~Psychological Associate (B)~~	~~12-09~~

~~**B. Second Fiscal Year (2004-2005)**~~

~~Except as otherwise provided under 12/1/4 of this Article, The Employer agrees to provide all eligible employees covered by this Agreement the following wage adjustments in the order set forth below:~~

~~1. (T): Reallocations and Classification Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will reassign each eligible employee in pay status on that date in the Research Technician 3 (PR 6-12) and Research Technician 4 (PR 6-13) classifications to the following classifications and pay ranges:~~

~~**Classifications**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Research Vessel Crew Leader~~	~~06-12~~	~~06-13~~
~~Research Vessel Captain~~	~~06-13~~	~~06-14~~

~~Pay on reallocation will be determined in accordance with the pay administration language of 12/9/6, and the appropriate schedule in Appendix 1.~~

~~2. (T): Personnel Management Survey Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the following survey will be implemented:~~

~~DNR Equipment Fabricator Survey~~

~~Pay on reallocation will be determined in accordance with the pay administration language of 12/9, and the appropriate schedule in Appendix 1.~~

~~3. (T): Market Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date whose position is classified as Fingerprint Technician 1 – 4, a market adjustment of one dollar ($1.00) per hour.~~

~~4. (SPS): Negotiating Note #61 Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide eligible employees in pay status on that date whose pay rate had been placed at the minimum of the pay range on or after May 18, 2003, in accordance with Negotiating Note #61, who otherwise would have been placed at the grid seniority point, will be placed at the appropriate grid point on the May 18, 2003 – June 30, 2003 transaction grid.~~

~~5. (SPS): Grid Placement~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide eligible employees in pay status on that date in positions allocated to classifications listed in Negotiating Note 61 with an adjustment in accordance with Negotiating Note 81.~~

~~6. (AS, BC, SPS, T): General Wage Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date a General Wage Adjustment in an amount equal to one percent (1.0%) of the employee's current base pay rate.~~

~~7. (AS, BC, SPS): Market Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide a market adjustment to each employee in pay status on that date whose base rate is less than thirteen dollars ($13.00). An employee will receive a base increase of not more than twenty-five cents ($0.25) per hour, subject to a maximum base pay rate of thirteen dollars ($13.00) per hour, except that no employee will receive less than ten cents ($0.10).~~

~~8. (AS, BC, SPS): General Wage Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, all employees in pay status on that date who were not eligible for an adjustment under 7., above, will receive a base pay rate increase in the amount of ten cents ($0.10) per hour.~~

~~9. (AS, SPS, T): Pay Schedule Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay schedules set forth in Appendix 1 and the pay administration provisions in 12/9 of this Agreement.~~

~~10. (BC, SPS): Grid Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the grids set forth in Appendix 2.~~

~~11. (AS): Personnel Management Survey and Progression Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the following survey and the pay progression provisions in Negotiating Note 82 will be implemented:~~

~~Administrative Support Survey~~

~~12. (BC): Market Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date whose position is classified as Biotron Operator, Facilities Repair Worker 1-4, HVAC/Refrigeration Specialist, and Maintenance Mechanic 1-3, a market adjustment in the amount of thirty cents ($0.30) per hour.~~

~~13. (PSS): General Wage Adjustment~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer will provide each eligible employee in pay status on the effective date a General Wage Adjustment of an amount equal to 1.0% of the employee's current base pay rate.~~

~~14. (PSS): Progression Implementation~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer agrees to implement the pay progressions in Negotiating Note 72 (Psychological Services Assistant) and 75 (Rehabilitation Case Manager).~~

~~15. (PSS): Pay Schedule Implementation~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer will implement the applicable pay schedule set forth in Appendix #2.~~

~~16. (PSS): Market Adjustment~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer will provide a market adjustment to each employee in pay status whose base rate is less than thirteen dollars ($13.000). An employee will receive a base increase of not more than twenty-five cents ($0.250) per hour, subject to a maximum base pay rate of thirteen dollars ($13.000) per hour except that no employee will receive less than ten cents ($0.100).~~

~~17. (SPS): Pay Range Reassignments~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer agrees to reassign the following classifications to the specified pay ranges below:~~

~~**Classification**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Animal Health Inspector - Entry~~	~~05-09~~	~~05-13~~
~~Animal Health Inspector – Objective~~	~~05-11~~	~~05-14~~
~~Animal Health Consultant~~	~~05-12~~	~~05-15~~
~~Food Safety Consultant~~	~~05-14~~	~~05-15~~
~~Meat Safety Consultant~~	~~05-14~~	~~05-15~~
~~Food Safety Inspector – Entry~~	~~05-12~~	~~05-13~~
~~Food Safety Inspector – Obj~~	~~05-13~~	~~05-14~~
~~Meat Safety Inspector – Entry~~	~~05-12~~	~~05-13~~

~~Meat Safety Inspector – Obj~~	~~05-13~~	~~05-14~~
~~Multiple Products Grader – Entry~~	~~05-12~~	~~05-13~~
~~Multiple Products Grader – Obj~~	~~05-13~~	~~05-14~~
~~Weights & Measures Inspector – Dev~~	~~05-12~~	~~05-13~~
~~Weights & Measures Inspector – Obj~~	~~05-13~~	~~05-14~~
~~Weights & Measures Tech Specialist~~	~~05-14~~	~~05-15~~

~~18. (T): Health Care Market Stratification~~

~~Effective the first day of the pay period following the effective date of the Agreement, the market stratification provided in b., below, will be provided to eligible employees in pay status on that date whose positions are allocated to the classifications listed in a., below.~~

~~a. Eligible Classifications~~

~~**Classification Title**~~	~~**Class Code**~~
~~Dental Assistant~~	~~39200~~
~~Dental Hygienist~~	~~40200~~
~~Diagnostic Radiologic Tech – Adv~~	~~35603~~
~~Diagnostic Radiologic Tech – Ent~~	~~35601~~
~~Diagnostic Radiologic Tech – Obj~~	~~35602~~
~~Dietetic Tech - Clinical~~	~~37301~~
~~Dietetic Tech – Administrative~~	~~37302~~
~~DNA Tech – Ent~~	~~34721~~
~~DNA Tech – Obj~~	~~34722~~
~~DNA Tech – Snr~~	~~34723~~
~~Electroencephalograph Tech~~	~~35100~~
~~Experimental Surgery Tech- Ent~~	~~34751~~
~~Experimental Surgery Tech – Obj~~	~~34752~~
~~Experimental Surgery Tech – Snr~~	~~34753~~
~~Health Information Tech 1~~	~~35101~~
~~Health Information Tech 2~~	~~35102~~
~~Hemodialysis Tech~~	~~35500~~
~~Licensed Practical Nurse~~	~~38500~~
~~Medical Assistant 1~~	~~35661~~
~~Medical Assistant 2~~	~~35662~~

~~Medical Lab Tech – Ent~~	~~34801~~
~~Medical Lab Tech – Obj~~	~~34802~~
~~Microbiology Lab Tech – Ent~~	~~34401~~
~~Microbiology Lab Tech – Obj~~	~~34402~~
~~Microbiology Lab Tech – Snr~~	~~34403~~
~~Nursing Assistant 1~~	~~38101~~
~~Nursing Assistant 2~~	~~38102~~
~~Nursing Assistant 3~~	~~38103~~
~~Occupational Therapy Assistant – Entry~~	~~39801~~
~~Occupational Therapy Assistant - Obj.~~	~~39802~~
~~Ophthalmic Assistant~~	~~35070~~
~~Pharmacy Tech – Ent~~	~~36401~~
~~Pharmacy Tech – Obj~~	~~36402~~
~~Phlebotomist~~	~~35400~~
~~Physical Therapy Assistant~~	~~39860~~
~~Resident Care Technician 1~~	~~38561~~
~~Resident Care Technician 2~~	~~38562~~
~~Respiratory Therapist 1~~	~~35901~~
~~Respiratory Therapist 2~~	~~35902~~
~~Respiratory Therapist 3~~	~~35903~~
~~Respiratory Therapist 4~~	~~35904~~
~~Respiratory Therapist 5~~	~~35905~~
~~Therapy Assistant – Entry~~	~~39821~~
~~Therapy Assistant - Obj.~~	~~39822~~
~~Ultrasound Tech~~	~~35060~~

~~b. Market Seniority Stratification~~

~~**Full Years of Seniority as of June 12, 2005**~~	~~**Per Hour Increase**~~
~~0 through 9~~	~~$0.25~~
~~10 through 14~~	~~$0.35~~
~~15 or more~~	~~$0.45~~

~~19. (AS): Market Stratification~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will apply the market stratification provided in a., below, to eligible employees in pay status on that date whose positions are allocated to the Medical Program Assistant, Dean Assistant, or Medical Staff Assistant classifications and who did not receive an adjustment for a similar stratification effective May 18, 2003.~~

~~a. Market Seniority Stratification~~

~~**Full Years of Seniority as of June 12, 2005**~~	~~**Per Hour Increase**~~
~~Zero through 9~~	~~$0.00~~
~~10 through 14~~	~~$0.10~~
~~15 through 19~~	~~$0.20~~
~~20 through 24~~	~~$0.25~~
~~25 through 29~~	~~$0.30~~
~~30 through 34~~	~~$0.35~~
~~35 through 39~~	~~$0.40~~
~~40 through 44~~	~~$0.45~~
~~45 or more~~	~~$0.50~~

~~20. (PSS): Pay Range Reassignments~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer agrees to reassign the following classifications to the specified pay ranges below:~~

~~**Classification**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Psychologist-Licensed~~	~~12-09~~	~~2-10~~

~~Pay on regrade for this pay range reassignment shall not be subject to the pay range maximum.~~

~~21. (PSS): Assignment of Pay Ranges~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer agrees to assign the following classifications to the specified pay ranges below:~~

~~**Classification**~~	~~**Pay Range**~~
~~Psychological Services Asst. (A)~~	~~12-05~~
~~Social Worker Clinical~~	~~12-09~~
~~Veterans Claims Officer 1~~	~~12-05~~
~~Veterans Claims Officer 2~~	~~12-06~~

~~Pay on regrade for movements into these classifications shall not be subject to the pay range maximum.~~

~~22. (PSS): General Wage Adjustment~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, all employees in pay status on that date who were not eligible for an adjustment under 3., above, will receive a base pay rate increase of $0.100.~~

~~23. (PSS): General Wage Lump Sum Payment~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, all employees in pay status on that date will receive a lump sum payment of two hundred fifty dollars ($250.00), pro-rated by FTE on that date.~~

~~24. (PSS): Pay Range Reassignments~~

~~Effective June 27, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer agrees to reassign the following classification to the specified pay ranges below:~~

~~**Classifications**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Chief Regional Psychologist~~	~~12-10~~	~~12-11~~

~~Pay on regrade for these pay range reassignments shall not be subject to the pay range maximum.~~

~~25. (PSS): Progression Implementation/Pay Range Reassignments~~

~~Effective December 26, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer agrees to implement the pay progression in Negotiating Notes 76 (Ombudsman Services Specialist), and to reassign the following classifications to the specified pay ranges below:~~

~~**Classifications**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Medigap Ins. Spec. Lead~~	~~12-06~~	~~12-07~~
~~Ombudsman Svcs. Spec. Obj~~	~~12-06~~	~~12-07~~

~~Pay on regrade for these pay range reassignments shall not be subject to the pay range maximum.~~

~~26. (PSS): Market Adjustment~~

~~Effective December 26, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, any employee in pay status on that date whose position is allocated to the following classifications will receive a market adjustment of $0.200 per hour:~~

~~**Classifications**~~

~~Offender Class Spec. (A)~~

~~Offender Class Spec. (B)~~

~~Probation & Parole Officer (A)~~

~~Probation & Parole Officer (B)~~

~~Probation & Parole Officer (C)~~

~~Social Worker~~

~~Social Worker-Adv.~~

~~Social Worker Clinical~~

~~Social Worker-Corrections (A)~~

~~Social Worker-Corrections (B)~~

~~Social Worker-Corrections (C)~~

~~Social Worker-In Training~~

~~Social Worker-Sr.~~

~~27. (PSS): Market Adjustment~~

~~Effective December 26, 2004, or the first day of the pay period following the effective date of the Agreement, whichever is later, any employee in pay status on that date whose position is allocated to the classification of Social Worker-Advanced at the Bureau of Milwaukee Child Welfare will receive a market adjustment of $0.300 per hour.~~

~~28. (PSS): Progression Implementation/Pay Range Reassignments~~

~~Effective April 3, 2005, or the first day of the pay period following the effective date of the Agreement, whichever is later, the Employer agrees to implement the pay progressions in Negotiating Notes 74 (Recreation Leader) and 78 (Experiential Recreation Specialist) and to reassign the following classifications, prior to the implementation, to the specified pay ranges below:~~

~~**Classifications**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Experiential Rec. Spec. Entry~~	~~12-03~~	~~12-04~~
~~Experiential Rec. Spec. Obj.~~	~~12-04~~	~~12-05~~
~~Probation & Parole Agent (A)~~	~~12-04~~	~~12-05~~
~~Probation & Parole Agent (B)~~	~~12-05~~	~~12-06~~
~~Recreation Leader Entry~~	~~12-03~~	~~12-04~~
~~Recreation Leader Obj.~~	~~12-04~~	~~12-05~~
~~Unemployment Benefit Specialist 1~~	~~12-04~~	~~12-05~~
~~Unemployment Benefit Specialist 2~~	~~12-05~~	~~12-06~~
~~Unemployment Benefit Specialist 3~~	~~12-06~~	~~12-07~~
~~Unemployment Benefit Specialist 4~~	~~12-07~~	~~12-08~~
~~Unemployment Benefit Specialist 5~~	~~12-08~~	~~12-09~~

~~Pay on regrade for these pay range reassignments shall not be subject to the pay range maximum.~~

~~29. (BC): Compression Equity Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Compression Equity Adjustment provided in a., below, will be provided to eligible employees in pay status on that date.~~

~~a. Classifications and Compression Amounts~~

~~**Classification Title**~~	~~**Class Code**~~	~~**Per Hour Increase**~~
~~Farm Laborer Lead~~	~~90160~~	~~$0.28~~
~~Food Service Assistant 2~~	~~84802~~	~~$0.28~~
~~Food Service Assistant 3~~	~~84803~~	~~$0.34~~
~~Food Service Assistant 4~~	~~84804~~	~~$0.52~~
~~Laundry Worker Lead~~	~~86502~~	~~$0.28~~

~~Motor Vehicle Operator-Heavy~~	~~80402~~	~~$0.28~~
~~Seamstress or Seamer 2~~	~~88802~~	~~$0.28~~
~~Shipping and Mailing Clerk 2~~	~~20162~~	~~$0.28~~
~~Shipping and Mailing Clerk 3~~	~~20163~~	~~$0.34~~

~~30. (SPS): Equity Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date, whose position is classified as Correctional Sergeant or Youth Counselor – Advanced, an equity adjustment in the amount of five cents ($0.05) per hour.~~

~~31. (T): Market Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date, whose position is classified as Teacher Assistant, a market adjustment in the amount of fifty-two and one-half cents ($0.525) per hour.~~

~~32. (AS): Administrative Support Survey Related Market Stratification~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide the market stratification provided in b., below, to eligible employees in pay status on that date, whose positions are allocated to classifications listed in a., below.~~

~~a. Administrative Support Survey Related Market Stratification~~

~~**Classification**~~	~~**Class Code**~~
~~Document Production Assistant~~	~~17401~~
~~Document Production Assistant Lead~~	~~17402~~
~~Financial Clerk~~	~~21000~~
~~Job Services Associate 1~~	~~19601~~
~~Job Services Associate 2~~	~~19602~~
~~Library Services Assistant~~	~~57761~~
~~Library Services Assistant-Snr~~	~~57762~~
~~Library Services Assistant-Adv/lead~~	~~57763~~
~~Payroll and Benefits Specialist 1~~	~~21301~~
~~Payroll and Benefits Specialist 2~~	~~21302~~

~~Payroll and Benefits Specialist 3~~	~~21303~~
~~Payroll and Benefits Specialist 4~~	~~21304~~
~~Payroll and Benefits Specialist 5~~	~~21305~~
~~Tax Representative 1~~	~~21271~~
~~Tax Representative 2~~	~~21272~~
~~Tax Representative 3~~	~~21273~~
~~Technical Typist~~	~~17361~~
~~Technical Typist-Senior~~	~~17362~~
~~Typesetting Input Operator~~	~~17100~~

~~b. Market Seniority Stratification~~

~~**Full Years of Seniority as of June 12, 2005**~~	~~**Per Hour Increase**~~
~~Zero through 9~~	~~$0.00~~
~~10 through 14~~	~~$0.10~~
~~15 through 19~~	~~$0.20~~
~~20 through 24~~	~~$0.25~~
~~25 through 29~~	~~$0.30~~
~~30 through 34~~	~~$0.35~~
~~35 through 39~~	~~$0.40~~
~~40 through 44~~	~~$0.45~~
~~45 or more~~	~~$0.50~~

~~33. (T): Reallocations and Classification Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will reassign each eligible employee in pay status on that date in a position allocated to the Experimental Farm Laborer (03-07), Experimental Herd Assistant Obj (03-08), Experimental Herd Assistant Sr (03-10), Laboratory Animal Technician 1 (06-07), Laboratory Animal Technician 2 (06-08), or Laboratory Animal Technician 3 (06-10) classifications to the following classifications and pay ranges:~~

~~**Classifications**~~	~~**New Pay Range**~~
~~Animal Research Technician~~	~~06-09~~
~~Animal Research Technician - Obj.~~	~~06-10~~
~~Animal Research Technician - Sr.~~	~~06-11~~
~~Animal Research Technician - Adv.~~	~~06-12~~

~~34. (AS): Pay Range Reassignments~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will reassign each eligible employee in pay status on that date in a position allocated to the Tourism Information Assistant 1 (PR 02-08) or Tourism Information Assistant 2 (PR 02-09) classifications to the following classifications and pay ranges:~~

~~**Classifications**~~	~~**Old Pay Range**~~	~~**New Pay Range**~~
~~Tourism Information Assistant 1~~	~~02-08~~	~~02-09~~
~~Tourism Information Assistant 2~~	~~02-09~~	~~02-10~~

~~35. (SPS): Market Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date, whose position is classified as Correctional Officer, Correctional Sergeant, Psychiatric Care Technician, Youth Counselor and Youth Counselor - Advanced, an equity adjustment of twenty cents ($0.20) per hour.~~

~~36. (SPS): Pay Schedule Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay schedule set forth in Appendix 3.~~

~~37. (AS, BC, SPS, T): General Wage Lump Sum Payment~~

~~Effective the first day of the pay period following the effective date of the Agreement, all employees in pay status on that date will receive a lump sum payment of one hundred dollars ($100.00), pro-rated by FTE on that date.~~

~~38. (BC): Reallocations and Classification Implementation~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will reassign each eligible employee in pay status on that date in a position allocated to the Dairy Plant Assistant – Adv. (03-11) classification to the following classification and pay range:~~

~~**Classifications**~~	~~**New Pay Range**~~
~~Cheesemaker~~	~~03-15~~

~~39. (SPS): Market Adjustment~~

~~Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date, whose position is classified as Conservation Warden (05-40), Safety Specialist Warden (05-41), Special Investigative Warden (05-41), or Environmental Warden (05-41), the following market adjustment:~~

~~**Full Years of Seniority as of June 12, 2005**~~	~~**Adjustment**~~
~~Less than 9~~	~~Placed on grid point~~
~~9 or more~~	~~$0.20 per hour~~

~~40. (T): Market Stratification~~

~~Effective the first day of the pay period following the effective date of the Agreement, the market stratification provided in a., below, will be provided to eligible employees in pay status on that date whose positions are allocated to all Technical bargaining unit classifications not listed in 14.a..~~

~~a. Market Stratification~~

~~**Full Years of Seniority as of June 12, 2005**~~	~~**Per Hour Increase**~~
~~0 through 9~~	~~$0.20~~
~~10 through 14~~	~~$0.30~~
~~15 or more~~	~~$0.40~~

41. (SPS): Market Adjustment

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date, whose position is classified as Ranger – Assistant Property Manager (05-13), Ranger – Enforcement (05-13), or Ranger – Operations (05-12), a market adjustment in the amount of twenty cents ($0.20) per hour.

42. (T): Aircraft Pilot Grid Implementation

Effective the first day of the pay period following the effective date of the Agreement, eligible employees in pay status on that date, whose position is classified as Aircraft Pilot, will be placed on the grid in Appendix 4 based on full years of seniority as of June 30, 2004. Employees above the grid endpoint will keep their current rates of pay.

12/1/3 Former Employees Eligible for 2004-2005 Wage Adjustments

A. Any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from June 12, 2005, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/B.

B. (PSS) If the effective date of the Agreement is later than June 26, 2004, any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from June 26, 2004, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/B./1. through 7., and 9.

C. (PSS) If the effective date of the Agreement is later than December 25, 2004, any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from December 25, 2004, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/B./10. through 12.

D. (PSS) If the effective date of the Agreement is later than April 2, 2005, any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from April 2, 2005, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/B./13.

12/1/4 Employees Not Eligible for 2004-2005 Wage Adjustments and Lump Sum Payments

Employees who have previously been considered for or received a FY 2004-2005 corresponding wage adjustment or corresponding lump sum payment will not be eligible for the FY 2004-2005 wage adjustments as set forth in 12/1/2/B..

12/1/5 Lump Sum Payments for Delay in Implementing Wage Adjustments

~~A. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 12/1/2/B./1. through 3. multiplied by the number of his/her hours in pay status in the bargaining unit(s) between June 27, 2004, and the effective date of the Agreement. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.~~

~~The following employees will be eligible:~~

~~1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2/B./1. through 3.~~

~~2. Former employees of the bargaining unit(s) who retired from, were laid off or died while serving in a bargaining unit(s) position between June 12, 2005 (PSS June 26, 2004), and the effective date of the Agreement who would have received adjustments under 12/1/2/B./1. through 3. These employees will also be eligible for any lump sum fiscal year adjustment that they would otherwise have been eligible to receive.~~

~~3. Employees in the bargaining unit(s) who began a leave of absence after June 12, 2005, (PSS June 25, 2004), and before the effective date of the Agreement and who would have received adjustments under 12/1/2/B./ 1. through 3. Employees on a leave of absence will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.~~

~~B. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 12/1/2/B./4. multiplied by the number of his/her hours in pay status in the bargaining unit(s) between the effective date of the transaction that placed the employee at the minimum in accordance with Negotiating Note 61, and the effective date of the Agreement. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.~~

~~The following employees will be eligible:~~

~~1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2/B./4~~

~~2. Former employees of the bargaining unit(s) who retired from, were laid off or died while serving in a bargaining unit(s) position between May 18, 2003, (PSS December 2, 2004), and the effective date of the Agreement who would have received adjustments under 12/1/2/B./4. These employees will also be eligible for any lump sum fiscal year adjustment that they would otherwise have been eligible to receive.~~

~~3. Employees in the bargaining unit(s) who began a leave of absence after May 18, 2003, (PSS December 24, 2004), and before the effective date of the Agreement and who would have received adjustments under 12/1/2/B./4. Employees on a leave of absence will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.~~

~~C. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 12/1/2/B.,./5. through 29, multiplied by the number of his/her hours in pay status in the bargaining unit(s) between June 12, 2005, (PSS April 2, 2005), and the effective date of the Agreement. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.~~

~~The following employees will be eligible:~~

~~1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2/B/5. through 29.~~

~~2. Former employees of the bargaining unit(s) who retired from, laid off or died while serving in a bargaining unit(s) position between June 12, 2005, (PSS April 2, 2005), and the effective date of the Agreement who would have received adjustments under 12/1/2/B./5. through 29. These employees will also be eligible for any lump sum fiscal year adjustment that they would otherwise have been eligible to receive.~~

~~3. Employees in the bargaining unit(s) who began a leave of absence after June 12, 2005, (PSS April 1, 2005), and before the effective date of the Agreement and who would have received adjustments under 12/1/2/B./5. through 29. Employees on a leave of absence will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.~~

12/1/1 The Employer agrees to provide the wage adjustments and/or lump sum wage payments to eligible employees in pay status on the effective date of the adjustment/payment as set forth below:

12/1/2 Administrative Support Unit

A. ASU First Fiscal Year (2005-2006)

The Employer agrees to provide all eligible employees in ASU covered by this Agreement the following wage adjustments in the order set forth below.

1. General Wage Adjustment (GWA)

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Pay Schedule Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay schedules set forth in Appendix 1.

B. ASU Second Fiscal Year (2006-2007)

The Employer agrees to provide all eligible employees in the ASU covered by this Agreement the following wage adjustments in the order set forth below.

1. GWA

Effective June 25, 2006, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Pay Schedule Implementation

Effective June 25, 2006, the Employer will implement the pay schedules set forth in Appendix 2.

3. Legal Support Survey Implementation

Effective June 25, 2006, the Legal Support Survey will be implemented.

4. Market Adjustment

Effective June 25, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	**Old Pay Range**	**New Pay Range**
Dean Assistant	02-11	02-12
Institution Registrar	02-13	02-14
Offender Records Assistant 1	02-09	02-10
Offender Records Assistant 2	02-10	02-11
Offender Records Assistant 3	02-11	02-12

5. Equity Adjustment

Effective June 25, 2006, the Employer will provide an equity adjustment of $0.50 per hour to employees whose positions are in the following classifications:

University Services Associate 1
University Services Associate 2
University Services Program Associate (A)
University Services Program Associate (B)

6. Market Adjustment

Effective December 24, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	**Old Pay Range**	**New Pay Range**
Clerical Assistant	02-07	02-08
Revenue Tax Assistant – Entry	02-07	02-08
Revenue Tax Assistant – Obj.	02-08	02-09
Revenue Tax Representative – Entry	02-08	02-09
Revenue Tax Representative – Obj.	02-09	02-10
Tax Representative 1	02-09	02-10
Tax Representative 2	02-10	02-11
Tax Representative 3	02-11	02-12

7. GWA

Effective April 1, 2007, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two and one quarter percent (2.25%) of the employee's current base pay rate.

8. Pay Schedule Implementation

Effective April 1, 2007, the Employer will implement the pay schedules set forth in Appendix 4.

12/1/3 Blue Collar Unit

A. BC First Fiscal Year (2005-2006)

The Employer agrees to provide all eligible employees in the BC Unit the following wage adjustments in the order set forth below:

1. GWA

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date a GWA of $0.259 per hour.

2. Grid Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the transaction grid set forth in Appendix 1.

B. BC Second Fiscal Year (2006-2007)

The Employer agrees to provide all eligible employees in the BC Unit the following wage adjustments in the order set forth below.

1. GWA

Effective June 25, 2006, the Employer will provide each eligible employee in pay status on that date a GWA of $0.264 per hour.

2. Grid Implementation

Effective June 25, 2006, the Employer will implement the transaction grid set forth in Appendix 2.

3. Personnel Management Survey

Effective June 25, 2006, the following surveys will be implemented:

Stores and Warehouse

Facilities Repair and Maintenance

4. Market Adjustment

Effective June 25, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	Old Pay Range	New Pay Range
Automotive Equipment Tech – Entry	03-07	03-08
Automotive Equipment Tech – Dev.	03-08	03-09
Automotive Equipment Tech – Senior	03-10	03-11
Automotive Equipment Tech – Master	03-11	03-12
Custodian	03-07	03-08
Custodian Lead	03-08	03-09
Gardener	03-08	03-09
Greenskeeper	03-10	03-12
Groundskeeper	03-07	03-08
HVAC Specialist	03-12	03-13
Laborer	03-07	03-08
Motor Vehicle Operator – Light	03-07	03-08
Motor Vehicle Operator – Heavy	03-07	03-09
Research Gardener	03-08	03-09
Seamer 2	03-07	03-08

5. Market Adjustment

Effective December 24, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	Old Pay Range	New Pay Range
Bindery Worker	03-07	03-08
Dairy Plant Assistant – Entry	03-07	03-08
Dairy Plant Assistant – Senior	03-09	03-10
Dairy Plant Assistant – Advanced	03-11	03-12
Food Service Assistant 1	03-07	03-08
Food Service Assistant 2	03-07	03-09
Food Service Assistant 3	03-08	03-10
Food Service Assistant 4	03-09	03-11
Inventory Control Assistant	03-08	03-09
Lab Helper	03-07	03-08

Laundry Worker	03-07	03-08
Laundry Worker Lead	03-07	03-09
Seamer 1	03-07	03-08
Seamer 2	03-08	03-09
Shipping and Mailing Associate	03-08	03-09

6. GWA

Effective April 1, 2007, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to one and a quarter percent (1.25%) of the employee's current base pay rate, plus $0.142 per hour.

7. Grid Implementation

Effective April 1, 2007, the Employer will implement the transaction grid set forth in Appendix 4.

12/1/4 Security and Public Safety Unit

A. SPS First Fiscal Year (2005-2006)

The Employer agrees to provide all eligible employees in the SPS Unit the following wage adjustments in the order set forth below.

1. GWA

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Pay Schedule Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay schedules set forth in Appendix 1.

3. Pay Structure Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay structures for Conservation, Environmental, Safety Specialist, and Special Investigative Wardens set forth in Appendix 1.

B. SPS Second Fiscal Year (2006-2007)

The Employer agrees to provide all eligible employees in the SPS Unit the following wage adjustments in the order set forth below.

1. GWA

Except as indicated in 5., below, effective June 25, 2006, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. GWA Exception

Effective June 25, 2006, employees in the Correctional Officer, Correctional Sergeant, Psychiatric Care Technician, Youth Counselor and Youth Counselor Advanced classifications will receive an increase equal to the lesser of two percent (2%) or an amount that places such employees at their appropriate structure point. Employees at or above the appropriate structure point will retain their current base pay rate.

3. Pay Schedule Implementation

Effective June 25, 2006, the Employer will implement the pay schedules set forth in Appendix 2.

4. Pay Structure Implementation

Effective June 25, 2006, the Employer will implement the pay structure for Conservation, Environmental, Safety Specialist, and Special Investigative Wardens set forth in Appendix 3 and the pay administration provisions in Appendix 7 of this Agreement.

5. Pay Structure Implementation

Effective 06/25/06, the Employer will implement the pay structure for Correctional Officer, Correctional Sergeant, Youth Counselor, Youth Counselor Advanced, and Psychiatric Care Technician set forth in Appendix 3.

6. Market Adjustment

Effective June 25, 2006, the Employer agrees to reassign the following classification to the specified pay ranges below:

Classification	**Old Pay Range**	**New Pay Range**
Boiler Safety Inspector 1	05-13	05-14
Boiler Safety Inspector 2	05-14	05-15
Boiler Safety Inspector 3	05-15	05-16
Detention Facilities Specialist	05-16	05-17
Elevator Safety Inspector 1	05-13	05-14
Elevator Safety Inspector 2	05-14	05-15

Elevator Safety Inspector 3	05-15	05-16
Fire Crash Rescue Specialist 1	05-09	05-10
Fire Crash Rescue Specialist 2	05-10	05-11
Fire Crash Rescue Specialist 3	05-11	05-12
Flamm. Comb Liq/Syst Coord	05-15	05-16
Flamm. Comb Liq/Syst Spec 1	05-13	05-15
Flamm. Comb Liq/Syst Spec 2	05-14	05-16
Mining Safety Inspector 1	05-13	05-14
Mining Safety Inspector 2	05-14	05-15
Mining Safety Inspector 3	05-15	05-16
Occupational Safety Cons. 1	05-13	05-14
Occupational Safety Cons. 2	05-14	05-15
Occupational Safety Insp. 1	05-12	05-13
Occupational Safety Insp. 2	05-13	05-14
Occupational Safety Insp. 3	05-14	05-15
Produce Inspector Obj	05-08	05-09
Produce Inspector Leadworker	05-09	05-10
Security Officer 1	05-07	05-08
Security Officer 2	05-08	05-09
Security Officer 3	05-09	05-10
Security Officer 4	05-10	05-11
Security Off. UW Health Sciences		05-11
Sec. Off. UW Health Sciences Lead		05-12

7. Reallocation

Effective June 25, 2006, all Security Officers at DVA will be reallocated to Security Officer 4. Pay on reallocation will be in accordance with 12/9/6 of this agreement.

8. Market Adjustment

Effective June 25, 2006, the Employer will implement a seniority stratification for Flammable Combustible Liquids Systems Coordinators based on full years of seniority as of June 30, 2005. Seniority strat amounts are:

a. 0-10 full years of service - $0.30 per hour:

b. 11 or more full years of service - $0.50 per hour.

9. Market Adjustment

Effective June 25, 2006, employees in the Correctional Officer, Correctional Sergeant, Youth Counselor, Youth Counselor Advanced, and Psychiatric Care Technician classifications will be placed on the pay structure set forth in Appendix 3.

10. Market Adjustment

Effective June 25, 2006, employees in the Conservation, Environmental, Safety Specialist, and Special Investigative Wardens classifications will be placed on the pay structure set forth in Appendix 3.

11. GWA

Except as indicated in 16., below, effective April 1, 2007, the Employer will provide each eligible employee in pay status on that date a General Wage Adjustment in an amount equal to two and one quarter percent (2.25%) of the employee's current base pay rate.

12. GWA Exception

Effective April 1, 2007, employees in the Correctional Officer, Correctional Sergeant, Psychiatric Care Technician, Youth Counselor and Youth Counselor Advanced classifications will receive an increase equal to the lesser of two and one quarter percent (2.25%) or an amount that places such employees at their appropriate structure point. Employees at or above the appropriate structure point will retain their current base pay rate.

13. Pay Schedule Implementation

Effective the April 1, 2007, the Employer will implement the pay schedules set forth in Appendix 4.

14. Pay Structure Implementation

Effective April 1, 2007, the Employer will implement the pay structure for Conservation, Environmental, Safety Specialist, and Special Investigative Wardens set forth in Appendix 3.

15. Pay Structure Implementation

Effective April 1, 2007, the Employer will implement the pay structure for Correctional Officers, Correctional Sergeant, Youth Counselor, Youth Counselor Advanced, and Psychiatric Care Technician set forth in Appendix 3.

12/1/5 Technical Unit

A. TECH First Fiscal Year (2005-2006)

The Employer agrees to provide all eligible employees in the TECH Unit the following wage adjustments in the order set forth below.

1. GWA

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date a General Wage Adjustment in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Pay Schedule Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay schedules set forth in Appendix 1.

3. Pay Structure Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay structures for Aircraft Pilots set forth in Appendix 1.

B. TECH Second Fiscal Year (2006-2007)

The Employer agrees to provide all eligible employees in TECH the following wage adjustments in the order set forth below.

1. GWA

Effective June 25, 2006, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Pay Schedule Implementation

Effective June 25, 2006, the Employer will implement the pay schedules set forth in Appendix 2.

3. Pay Structure Implementation

Effective June 25, 2006, the Employer will implement the pay structure Aircraft Pilots set forth in Appendix 3.

4. Pay Structure Implementation

Effective June 25, 2006, the Employer will implement the pay structure for Licensed Practical Nurse (LPN), Nursing Assistant (NA) 1, NA 2, NA 3, Resident Care Technician (RCT) 1, and RCT 2 classifications set forth in Appendix 3.

5. Market Adjustment

Effective June 25, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	**Old Pay Range**	**New Pay Range**
Child Care Counselor 1	06-09	06-10
Child Care Counselor 2	06-10	06-11
Child Care Counselor 3	06-12	06-13
Dental Assistant	06-10	06-11
Dental Hygienist	06-17	06-18
Diagnostic Radiologic Tech Entry	06-14	06-15
Diagnostic Radiologic Tech Obj.	06-15	06-16
Diagnostic Radiologic Tech Adv.	06-16	06-17
DNA Tech Entry	06-07	06-08
DNA Tech Obj.	06-08	06-09
DNA Tech Senior	06-09	06-10
Electroencephalograph Tech	06-13	06-14
Exhibits Tech	06-11	06-13
Fisheries Tech	06-10	06-11
Fisheries Tech Adv	06-12	06-13
Forensic Program Tech	06-09	06-10
Forensic Program Tech Senior	06-10	06-11
Forestry Tech	06-10	06-11
Forestry Tech Adv	06-12	06-13
Health Information Tech 1	06-10	06-11
Health Information Tech 2	06-12	06-13
Identification Tech Entry/Dev	06-09	06-10
Identification Tech Obj.	06-11	06-12
Identification Tech Senior	06-12	06-13
Identification Tech Adv	06-13	06-14
Medical Assistant 1	06-09	06-10
Medical Assistant 2	06-10	06-11

Medical Lab Tech Entry	06-10	06-11
Medical Lab Tech Obj.	06-11	06-12
Natural Resources Equipment Operator	06-12	06-13
Natural Resources Research Tech	06-12	06-13
Occupational Therapy Asst. Entry	06-11	06-12
Occupational Therapy Asst. Obj.	06-13	06-14
Orthopedic Appliance Tech Entry	06-08	06-09
Orthopedic Appliance Tech Obj.	06-10	06-11
Orthopedic Appliance Tech Senior	06-12	06-13
Orthopedic Appliance Tech Lead	06-14	06-15
Pharmacy Tech Entry	06-09	06-10
Pharmacy Tech Obj.	06-10	06-11
Phlebotomist	06-11	06-12
Physical Therapy Asst	06-13	06-14
Property Assessment Tech 1	06-08	06-11
Property Assessment Tech 2	06-10	06-12
Property Assessment Tech 3	06-11	06-13
Research Vessel Crew Leader	06-13	06-14
Research Vessel Captain	06-14	06-15
Respiratory Therapist 1	06-13	06-14
Respiratory Therapist 2	06-14	06-15
Respiratory Therapist 3	06-15	06-16
Respiratory Therapist 4	06-16	06-17
Respiratory Therapist 5	06-17	06-18
Therapy Asst Entry	06-09	06-10
Therapy Asst. Obj.	06-11	06-12
Ultrasound Technician	06-18	06-19
Veterinary Tech 1	06-11	06-12
Veterinary Tech 2	06-12	06-13
Veterinary Tech 3	06-13	06-14
Wildlife Tech	06-10	06-11
Wildlife Tech Adv	06-12	06-13

6. Market Adjustment

Effective June 25, 2006, the Employer agrees to provide employees whose position is in the Engineering Tech Transportation (ETT), ETT Journey, ETT Senior, ETT Advanced, and ETT Advanced 2 classifications an increase equal to one-half (0.5) of the applicable within range pay step.

7. Market Adjustment

Effective June 25, 2006, the Employer agrees to provide employees whose positions are in the Communication Tech Senior classification an increase equal to two (2) within range pay steps.

8. Market Adjustment

Effective June 25, 2006, employees in the LPN, NA 1, NA 2, NA 3, RCT 1, and RCT 2 classifications will be placed on the pay structure set forth in Appendix 3. Employees at or above the appropriate structure point will retain their current base pay rate.

9. Market Adjustment

Effective December 24, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	**Old Pay Range**	**New Pay Range**
Arboretum Tech	06-07	06-08
Barber	06-07	06-08
Beautician	06-07	06-08
Chemistry Laboratory Tech Entry	06-07	06-08
Chemistry Laboratory Tech Obj.	06-08	06-09
Chemistry Laboratory Tech Senior	06-09	06-10
DNA Tech Entry	06-07	06-08
Glassware/Media Prep Tech Entry	06-05	06-08
Glassware/Media Prep Tech Obj.	06-06	06-08
Material Reprocessing Assistant Entry	06-06	06-08
Material Reprocessing Assistant Obj.	06-06	06-09
Microbiology Lab Tech Entry	06-07	06-08
Microbiology Lab Tech Obj.	06-08	06-09
Microbiology Lab Tech Senior	06-09	06-10

10. GWA

Effective April 1, 2007, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two and one quarter percent (2.25%) of the employee's current base pay rate.

11. Pay Schedule Implementation

Effective April 1 2007, the Employer will implement the pay schedules set forth in Appendix 4.

12. Pay Structure Implementation

Effective April 1, 2007, the Employer will implement the pay structure Aircraft Pilots set forth in Appendix 3.

13. Pay Structure Implementation

Effective April 1, 2007, the Employer will implement the pay structure for LPN, NA 1, NA 2, NA 3, RCT 1, and RCT 2 classifications set forth in Appendix 3.

12/1/6 Professional Social Services Unit

A. PSS First Fiscal Year (2005-2006)

The Employer agrees to provide all eligible employees in the PSS Unit the following wage adjustments in the order set forth below.

1. GWA

Effective the first day of the pay period following the effective date of the Agreement, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Agency Adjustment

Effective the first day of the pay period following the effective date of the Agreement, the Employer agrees to reassign Department of Military Affairs employees from the Experiential Recreation Specialist series to the newly created Cadet Specialist (A), Cadet Specialist (B), and Cadet Specialist Lead series and assign pay ranges to the series as follows:

New Classification	**New Pay Range**
Cadet Specialist (A)	12-04
Cadet Specialist (B)	12-05
Cadet Specialist Lead	12-06

3. Pay Schedule Implementation

Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the pay schedules set forth in Appendix 1.

B. PSS Second Fiscal Year (2006-2007)

The Employer agrees to provide all eligible employees in the PSS Unit the following wage adjustments in the order set forth below.

1. GWA

Effective June 25, 2006, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two percent (2.0%) of the employee's current base pay rate.

2. Pay Schedule Implementation

Effective June 25, 2006, the Employer will implement the pay schedules set forth in Appendix 2.

3. Pay Structure Implementation

Effective June 25, 2006, the Employer will implement the pay structures for the Probation and Parole Officer and Social Worker Corrections series set forth in Appendix 3.

4. Market Adjustment

Effective June 25, 2006, employees in the Probation and Parole Officer and Social Worker Corrections series will be placed on the pay structure set forth in Appendix 3. Employees at or above the appropriate structure point will retain their current base pay rate.

5. Market Adjustment

Effective June 25, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Classification	**Old Pay Range**	**New Pay Range**
Chief Regional Psychologist	12-11	12-12
Corrections Program Specialist Obj.	12-07	12-08
Labor Market Analyst A	12-04	12-05
Labor Market Analyst B	12-05	12-06
Labor Market Analyst C	12-06	12-07
Offender Classification Specialist A	12-06	12-07
Offender Classification Specialist B	12-07	12-08

Psychologist Licensed	12-10	12-11
School Psychologist	12-08	12-09
School Psychologist Senior	12-09	12-10
Social Worker	12-05	12-06
Social Worker Advanced	12-07	12-08
Social Worker Senior	12-07	12-08

6. Market Adjustment

Effective December 24, 2006, the Employer agrees to reassign the following classifications to the specified pay ranges below:

Client Services Assistant Entry	12-27	12-01
Client Services Assistant Obj	12-28	12-01

7. GWA

Effective April 1, 2007, the Employer will provide each eligible employee in pay status on that date a GWA in an amount equal to two and one quarter percent (2.25%) of the employee's current base pay rate, except employees in a Probation and Parole Agent or Social Worker-Corrections classification at the (C) level who are above their gridpoint. Employees in a Probation and Parole Agent or Social Worker-Corrections classification at the (C) level who are above their gridpoint will receive a lump sum equal to two and one quarter percent (2.25%) of the employee's current base pay rate multiplied by 480.

8. Pay Schedule Implementation

Effective April 1, 2007, the Employer will implement the pay schedules set forth in Appendix 3.

9. Pay Structure Implementation

Effective April 1, 2007, the Employer will implement the pay structures for the Probation and Parole Office and Social Worker Corrections series set forth in Appendix 3.

12/1/7 Former Employees Eligible for 2005-2006 Wage Adjustments

A. Any former employee who retired from or died while serving in a position in the bargaining unit(s) during the period from June 26, 2005, to the effective date of the Agreement is eligible to receive the wage adjustment as set forth in 12/1/2/A., 12/1/3/A., 12/1/4/A., 12/1/5/A., and 12/1/6/A./1. and 3.

12/1/8 Employees Not Eligible for 2005-2006 Wage Adjustments and Lump Sum Payments

Employees who have previously been considered for or received a FY 2005-2006 corresponding wage adjustment or corresponding lump sum payment will not be eligible for the FY 2005-2006 wage adjustments set forth in 12/1/2/A., 12/1/3/A., 12/1/4/A., 12/1/5/A., and 12/1/6/A./1.

12/1/9 Lump Sum Payments for Delay in Implementing Wage Adjustments

A. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 12/1/2/A., 12/1/3/A., 12/1/4/A., 12/1/5/A., and 12/1/6/A./1. and 3., multiplied by the number of his/her hours in pay status in the bargaining unit(s) from June 26,2005, to the effective date of the Agreement. This lump sum payment will be pro-rated for purposes of WRS earnings in accordance with applicable ETF administrative provisions.

The following employees will be eligible:

1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/2/A., 12/1/3/A., 12/1/4/A., 12/1/5/A., and 12/1/6/A./1. and 3.

2. Former employees of the bargaining unit(s) who retired from, were laid off or died while serving in a bargaining unit(s) position from June 26, 2005, to the effective date of the Agreement who would have received adjustments under 12/1/2/A., 12/1/3/A., 12/1/4/A., 12/1/5/A., and 12/1/6/A./1. and 3.

3. Employees in the bargaining unit(s) who began a leave of absence after June 26, 2005, and before the effective date of the Agreement and who would have received adjustments under 12/1/2/A., 12/1/3/A., 12/1/4/A., 12/1/5/A., 12/1/6/A./1. and 3. Employees on a leave of absence will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.

B. Eligible employees will receive a lump sum payment in an amount equal to the adjustment an employee receives under 12/1/6/A./2 multiplied by the number of his/her hours in pay status in the bargaining unit from January 8, 2006, to the effective date of the Agreement.

The following employees will be eligible:

1. Employees in pay status on the effective date of the Agreement who receive adjustments under 12/1/6/A./2.

2. Former employees of the bargaining unit who retired from, were laid off, or died while serving in a bargaining unit position from January 8, 2006, to the effective date of the Agreement who would have received adjustments under 12/1/6/A./2. These employees will also be eligible for any lump sum fiscal year adjustment that they would otherwise have been eligible to receive.

3. Employees in the bargaining unit who began a leave of absence after January 8, 2006, and before the effective date of the Agreement and who would have received adjustments under 12/1/6/A./2. Employees on a leave of absence will receive no payment until they return to pay status in the bargaining unit(s) during the term of this Agreement.

SECTION 2: Recruitment Rates

12/2/1 In the event the Employer uses Hiring Above the Minimum (HAM) or Raised Hiring Rates (RHR) for recruitment, the Employer will notify the Union before implementation.

SECTION 3: Pay Period

12/3/1 Each employee covered by this Agreement shall be paid on a biweekly basis.

SECTION 4: Shift Differential

12/4/1 The Employer agrees to pay a shift differential of $.45 (forty five cents) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

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

12/4/3 Employees shall be paid one and one-half (1-1/2) times the base rate plus applicable differentials for overtime pay purposes.

SECTION 5: Flight Pay

12/5/1 (SPS, T) Any employee required to pilot an aircraft as a portion of his/her assigned duties shall receive as additional pay five dollars ($5.00) for each hour of aircraft log time during which this duty is performed unless:

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

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

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

*Examples of classes which are specifically exempt from this provision include but are not limited to: Conservation Pilot, Aircraft Pilot, Aircraft Mechanic.

SECTION 6: Add-ons

12/6/1 Employees classified as Psychologist Doctorate shall receive a salary add-on equal to thirteen percent (13%) of the minimum of the pay range. An additional amount of up to five percent (5%) of the minimum of the pay range may also be added on at the sole discretion of the Employer.

(PSS) Employees in positions allocated to the classifications of Psychologist-Licensed, Chief Regional Psychologist, School Psychologist, School Psychologist-Senior or Psychological Associate who have obtained a recognized doctoral degree in Psychology or a related field such as Behavioral Disabilities, which is approved by the agency shall receive a salary add-on equal to thirteen percent (13%) of the minimum of the pay range. Employees who possess a doctorate equivalent, as evidenced by licensure issued by the Department of Regulation and Licensing, will also be eligible. An additional amount of up to five percent (5%) of the minimum of the pay range may also be added on at the sole discretion of the Employer.

12/6/2 Effective the first day of the pay period following the effective date of the Agreement, an add-on of fifty cents ($0.50) per hour shall be paid to supplement the base pay of an employee whose position has been allocated to the Aircraft Mechanic classification, based upon the employee's possession of a current Repairman's Certification under FAR part 65.103 (Specialized Services & Instrument). If an employee receiving this supplemental add-on ceases to hold a current certification or a position allocated to the Aircraft Mechanic classification, the add-on will cease effective the first day of the pay period following termination of the current certification or from the position allocated to the Aircraft Mechanic classification.

12/6/3 Effective the first day of the pay period following the effective date of the Agreement, an add-on of one dollar ($1.00) per hour shall be paid to supplement the base pay of an employee whose position has been allocated to the Security Officer classification and has been permanently assigned the UW Hospital & Clinics. If an employee receiving this supplemental add-on ceases to hold a position allocated to the Security Officer classification or the position is no longer permanently assigned to the UW Hospital & Clinics, the add-on will cease effective the first day of the pay period following termination from the position allocated to the Security Officer classification or the permanent assignment to the UW Hospital & Clinics.

12/6/4 When a Fire Crash Rescue Specialist 3 is not available to lead a shift, the Employer may designate an employee classified as a Fire Crash Rescue Specialist 2 as a relief lead worker for that shift. The employee will receive a differential of ninety cents ($0.90) per hour for each hour assigned as relief lead worker. The differential will cease when the employee is no longer assigned as a relief lead worker.

12/6/5 An add-on of one dollar ($1.00) per hour shall be paid to supplement the base pay of an employee whose position has been allocated to Licensed Practical Nurse 1 or 2, or Nursing Assistant 1, 2, or 3 for all hours in pay status during individual work shifts in which the employee is specifically designated by a supervisor to work in a mentoring capacity at a Wisconsin Veterans Home. If an employee receiving this supplemental add-on ceases to hold a position allocated to licensed Practical Nurse 1 or 2, or Nursing Assistant 1, 2, or 3 or is no longer designated to work in a mentoring capacity, the add-on will not apply.

12/6/6 (SPS) Employees classified as Military Affairs Security Officer Entry, Objective, or Senior within the Department of Military Affairs who are qualified and regularly required to carry a firearm during the performance of their security duties shall receive an add-on of $2.00 per hour. For purposes of this provision, a firearm is defined as a pistol and/or rifle. This add-on shall apply to all hours in pay status. The add-on will immediately cease if the employee is no longer employed in a Military Affairs Security Officer Entry, Objective, or Senior classification, is no longer qualified or regularly required to carry a firearm, or leaves the Department of Military Affairs.

12/6/7 (T) Effective the first day of the pay period following the effective date of the Agreement, an add-on of one dollar ($1.00) per hour shall be paid to supplement the base pay of an employee whose position has been allocated to Job Coach position at Central Wisconsin Center. If the employee receiving this supplemental add-on ceases to hold this position the add-on will not apply.

12/6/8 (T) Employees classified as Veterinary Technician 1, 2, and 3 who are employed within the University of Wisconsin – Madison shall receive an add-on of $1.00 per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m. and an add-on of $1.00 per hour for all hours worked between the hours of 12:01 a.m. on Saturday and 12:00 midnight on Sunday. These add-ons are in addition to the shift differential and weekend differential identified in 12/4/1 and 12/4/2, respectively.

12/6/9 (T) Employees classified as Veterinary Technician 1, 2, and 3 who are employed within the University of Wisconsin – Madison shall receive an add-on of $1.00 per hour if they are certified as a specialist for any of the following areas: Academy of Veterinary Emergency and Critical Care

Technicians, Academy of Veterinary Dental Technicians, or Academy of Veterinary Technician Anesthetists.

12/6/10 (T) Employees classified as Animal Research Technician, Animal Research Technician – Objective, Animal Research Technician – Senior, and Animal Research Technician – Advanced who are employed within the University of Wisconsin – Madison shall receive an add-on of $1.00 per hour for any applicable AALAS certification, but in no case shall receive more than or less than $1.00 per hour add on for AALAS certification.

12/6/11 (BC) Employees classified as Power Plant Assistant, Power Plant Operator, Power Plant Operator – Senior, and Power Plant Operator – In Charge who are permanently assigned or temporarily assigned to one of these named facilities for longer than four weeks, shall receive an add-on as follows:

UW-Madison Charter Street	$2.00 per hour
UW-Milwaukee	$2.00 per hour
DOA Capitol Heat & Power	$1.00 per hour

These add-ons shall apply to all hours in pay status and are effective the beginning of the pay period following the effective date of this agreement. These add-ons will end when the employee is permanently assigned to a facility that is not granting add-ons or if this add on provision sunsets.

SECTION 7: Administrative Date For Pay Adjustments

12/7/1 The Employer agrees to continue to implement all bargainable pay adjustments affecting employees covered under this Agreement at the beginning of the pay period falling closest to the statutory or administrative date of said adjustments.

SECTION 8: Periodic Classification/Pay Range Assignment Meetings

12/8/1 The parties agree to meet quarterly during the life of this Agreement, or as may be mutually agreed, to discuss the assignment of new bargaining unit classifications or reassignment of existing bargaining unit classifications to pay ranges. The parties may also agree to discuss other issues relating to the classification system, such as the need for classification and/or pay surveys. Nothing in this section will preclude the parties from mutually agreeing to implement specific assignments, reassignments or labor market adjustments. In the event there is not mutual agreement, the Employer may implement its proposed assignments/reassignments/adjustments. The Union will not be precluded

from bargaining on these assignments/reassignments/adjustments or assignment/reassignment/adjustments of any other bargaining unit classifications to different pay ranges during the succeeding round of negotiations. Bargaining unit members who attend such meetings by mutual agreement will do so without loss of pay.

12/8/2 Absent mutual agreement as provided under 12/8/1 above, the assignment/reassignment of a bargaining unit classification to a pay range will not be implemented during the life of the contract when such action will adversely impact the contractual rights or benefits of bargaining unit employees in the affected class(es), or result in a reassignment of a classification to a lower pay range.

12/8/3 Pay range assignment/reassignment decisions implemented by the Employer as provided under this Article are not grievable under provisions of Article IV of this Agreement.

12/8/4 During the life of this Agreement, the OSER, upon mutual agreement of the parties, will meet with Council 24 designated bargaining team members for the purpose of identifying and discussing classification issues. The agendas for such meetings and union representatives attending such meetings will be determined jointly by OSER and Council 24. Criteria for placement of an issue on the agenda shall include: administration of the Classification Plan, recruitment problems, retention problems, and other issues that the parties believe are appropriate at the time. Designated bargaining team member's compensation for attendance will be the same as it is for the master Agreement bargaining process for negotiation of the ~~2003-2005~~2005-2007 Agreement. This section shall terminate on June 30, 2005, unless extended by mutual agreement of the parties.

SECTION 9: Pay Administration (AS, SPS, T, PSS)

12/9/1 ~~Except as otherwise noted in 12/9/2 or elsewhere in this Agreement, pay administration shall be in accordance with this section effective the first day of the pay period following the effective date of this Agreement.~~ The provisions of this section shall apply for all personnel transactions to, between, or within positions allocated to classifications in any of the ~~WSEU~~Administrative Support, Security and Public Safety, Technical, and Professional Social Services bargaining units.

12/9/2 Except as otherwise noted in this Agreement, pay administration for:

A. ~~t~~The Blue Collar bargaining unit~~ and pay ranges 05-40, 05-41 and 06-25~~ will be in accordance with Appendix 5.

B. Effective June 25, 2006, after implementation of new structures, pay administration for pay ranges 05-31, 05-32, 05-40, 05-41 and 06-25, and the Licensed Practical Nurse, Residential Care Technician, Nursing Assistant, will be in accordance with Appendix 6

C. Effective the first day of the pay period following the effective date of the Agreement Probation and Parole Agent, and Social Worker-Corrections classification series, will be in accordance with Appendix 6.

12/9/3 On completion of any personnel transaction, the employee shall receive a base pay rate no lower than the minimum of the appropriate pay range.

12/9/4 All pay transactions are subject to the pay range maximum unless the pay is determined in accordance with provisions that allow the pay rate to exceed the pay range maximum or the employee is receiving a temporary transaction rate (TTR).

12/9/5 There shall be no pay increase upon completion of the first six months of any probationary period.

12/9/6 On promotion, movement to a higher pay range within a lettered classification, or regrade for reclassification or reallocation to a higher pay range, except in cases where the employee has reinstatement eligibility to the higher pay range, the employee's current base pay rate shall be increased by the Range Adjustment amount (RA) for the pay range of the position to which the employee is moving. If the movement or regrade is more than one (1) pay range, the employee shall receive an additional increase(s) equal to the RA(s) for each pay range(s) between the old and new range involved. In situations where the employee has reinstatement eligibility, pay shall be determined in accordance with 12/9/12.

12/9/7 On regrade for reclassification or reallocation to the same, counterpart, or lower pay range, the employee's current rate of pay shall be retained. If the present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for two years. The first day of the pay period following the date of expiration of the employee's TTR, the employee's pay rate shall be reduced to the maximum of the pay range. If at expiration of the employee's TTR the pay range maximum exceeds the employee's TTR, the TTR will become the employee's present rate of pay.

Regraded employees serving a probationary period for an original appointment shall continue to be compensated at their present rate of pay as long as it does not exceed the pay range maximum of their new classification. If the present rate of pay exceeds the pay range maximum, it shall be reduced to the pay range maximum.

12/9/8 On voluntary demotion, excluding those in 12/9/9, the employee's current base pay rate shall be decreased by the RA for the pay range of the position from which the employee is moving. If the demotion is more than one (1) pay range, the employee shall receive an additional pay rate decrease equal to the RA(s) for each pay range(s) between the old and new pay ranges, limited to the next two (2)

highest RAs, if the demotion is more than three pay ranges. Therefore, the pay rate decrease shall not be more than the aggregate of three (3) RAs. The RA(s) for the pay range of the position from which the employee is moving for demotion from a non-WSEU bargaining unit or unit/pay range/classification series excluded in 12/9/2 shall be determined as follows:

1. If the non-WSEU or 12/9/2 excluded position is allocated to a classification which is in a pay range that is counterpart to a pay range in the applicable WSEU schedule, the RA(s) of the WSEU counterpart pay range shall be considered the RA(s) for the pay range of the position from which the employee is moving;

2. If the non-WSEU or 12/9/2 excluded position is allocated to a classification which is in a pay range that is not counterpart to a pay range in the applicable WSEU schedule, the RA used shall be that of the WSEU pay range having a maximum closest to but higher than the pay range maximum of the non-WSEU pay range involved; and

3. If, under 2., above, there are no higher pay range maximums in the applicable WSEU schedule, the highest RA in that schedule shall be the RA for the pay range of the position from which the employee is moving. In addition, this RA shall also be considered the first RA between the old and new pay ranges if the demotion is more than one (1) range.

12/9/9 On involuntary demotions, demotions in lieu of layoff, or demotion after being designated at risk under 8/2/1, the employee shall continue to be compensated at their present rate of pay. If the present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for two years. The first day of the pay period following the expiration of the employee's TTR, the employee's pay rate shall be reduced to the maximum of the pay range into which they demoted. If at expiration of the TTR period the pay range maximum exceeds the employee's TTR, the employee's TTR will become the employee's present rate of pay.

An employee demoted for disciplinary purposes shall be compensated at their present rate of pay, subject to the maximum. The employee demoted for disciplinary purposes shall not be eligible for a TTR.

12/9/10 On voluntary transfer, except those in 12/9/11, the employee shall continue to be compensated at their present rate of pay.

12/9/11 On involuntary transfers, transfers in lieu of layoff, or transfers after being designated at risk under 8/2/1, the employee shall continue to be compensated at their present rate of pay. If the employee's present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for two years. The first day of the pay period following the expiration of the TTR, the employee's pay rate

shall be reduced to the maximum of the pay range. If at expiration the pay range maximum exceeds TTR, the TTR will become the present rate of pay.

12/9/12 On reinstatement, the employee's base pay rate shall be the last rate received in the position from which reinstatement eligibility is derived if returning to state service. For reinstatement to a higher class by a current employee, the base pay rate shall be the greater of the last rate received in the position from which reinstatement eligibility is derived or the employee's current base pay rate, except that the base pay rate shall increase no more than the amount the employee would receive under 12/9/6 if no reinstatement eligibility existed.

When an employee who has not held permanent status in class within the last 5 years is reinstated, pay on reinstatement shall be determined as if in accordance with pay on original appointment.

12/9/13 On restoration, the employee shall receive a base pay rate equal to the last rate received in the position from which restoration rights are derived plus intervening adjustments. The adjustments applied to the employee's last rate received shall be that of the appropriate pay schedule for the classification from which restoration rights are derived.

12/9/14 On movement to a trainee position, a current employee's base pay rate shall be determined in accordance with provisions applicable to the transaction type involved.

12/9/15 A TTR received under the provisions of Appendix 5 shall continue if the employee is subsequently covered by the provisions of this section and the employee's base pay rate is over the maximum of the applicable pay range. ~~If an employee received a TTR in accordance with the provisions of Appendix 5, but is no longer covered by the Appendix 5 provisions on the TTR expiration date or the date the employee leaves a WSEU-represented position, the pay rate will be determined as follows:~~

Effective the first day of the pay period following the expiration date of the TTR, or the date of the employee leaves a WSEU-represented position, the employee's base pay rate shall be ~~calculated as if the employee had been involuntarily demoted or voluntarily transferred in accordance with 12/9/9 or 12/9/10, whichever is applicable for the transaction that caused~~ the TTR rate or the maximum of the applicable pay range, whichever is less. If the date of expiration or termination is the first day of the pay period, that date will be the effective date. If not over the maximum, the employee's base pay rate shall be the TTR rate.

The TTR shall ~~also expire~~be considered expired if a subsequent transaction will result in a higher pay rate. The new base pay rate will be calculated ~~as if the employee had voluntarily demoted or transferred in accordance with 12/9/9 or 12/9/10, whichever is applicable for the transaction that caused the TTR, immediately prior to the transaction~~using the TTR rate or the maximum of the old pay range, whichever is less, as the current rate of pay immediately prior to the transaction.

~~For all demotion calculations, RAs in effect at the time of the TTR expiration, termination or subsequent transaction shall be used.~~

12/9/16 Any personnel transaction not covered in this section will be administered in accordance with Chapter ER 29, Wis. Adm. Code**.**

~~**SECTION 10: Pay Administration (PSS)**~~

~~**12/10/1** Except as otherwise noted in 12/10/2 or elsewhere in this Agreement, pay administration shall be in accordance with Appendix 5 of this Agreement from the effective date of the Agreement through June 27, 2004 and in accordance with the provisions provided in this section from June 27, 2004, subsequent to the implementation of the FY 05 pay schedule in Appendix 2, through June 30, 2005. The provisions of this section shall apply for all personnel transactions to, between, or within positions allocated to classifications in any of the WSEU bargaining units.~~

~~**12/10/2** Except as otherwise noted in this Agreement, pay administration for pay ranges 05-40, 05-41, 06-25, 36-40, 36-41 and 36-42 will be in accordance with Appendix 5 from the effective date of the Agreement through June 30, 2005.~~

~~**12/10/3** On completion of any personnel transaction, the employee shall receive a base pay rate no lower than the minimum of the appropriate pay range.~~

~~**12/10/4** All pay transactions are subject to the pay range maximum unless the pay is determined in accordance with provisions that allow the pay rate to exceed the pay range maximum or the employee is receiving a temporary transaction rate (TTR).~~

~~**12/10/5** There shall be no pay increase upon completion of the first six months of any probationary period.~~

~~**12/10/6** On promotion, movement to a higher pay range within a lettered classification (example: from Probation and Parole Agent A to Probation and Parole Agent B), or regrade for reclassification or reallocation to a higher pay range, except in cases where the employee has reinstatement eligibility to the higher pay range, the employee's current base pay rate shall be increased by the Range Adjustment~~

~~amount (RA) for the pay range of the position to which the employee is moving. If the regrade is more than one (1) pay range, the employee shall receive an additional increase(s) equal to the RA(s) for each pay range(s) between the old and new range.~~

~~**12/10/7** On regrade for reclassification or reallocation to the same, counterpart, or lower pay range, the employee's current rate of pay shall be retained. If the present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for one year. The first day of the pay period following the date of expiration of the employee's TTR, the employee's pay rate shall be reduced to the maximum of the pay range. If at expiration of the employee's TTR the pay range maximum exceeds the employee's TTR, the TTR will become the employee's present rate of pay.~~

~~Regraded employees serving a probationary period for an original appointment shall continue to be compensated at their present rate of pay as long as it does not exceed the pay range maximum of their new classification. If the present rate of pay exceeds the pay range maximum, it shall be reduced to the pay range maximum.~~

~~**12/10/8** On voluntary demotion, excluding those in 12/10/9, the employee's current base pay rate shall be decreased by the RA for the pay range of the position from which the employee is moving. If the demotion is more than one (1) pay range, the employee shall receive an additional pay rate decrease equal to the RA(s) for each pay range(s) between the old and new pay ranges, limited to the next two (2) highest RAs, if the demotion is more than three pay ranges. Therefore, the pay rate decrease shall not be more than the aggregate of three (3) RAs. The RA(s) for the pay range of the position from which the employee is moving for demotion from a non-WSEU bargaining unit shall be determined as follows:~~

~~1. If the non-WSEU position is allocated to a classification which is in a pay range that is counterpart to a pay range in the applicable WSEU schedule, the RA(s) of the WSEU counterpart pay range shall be considered the RA(s) for the pay range of the position from which the employee is moving;~~

~~2. If the non-WSEU position is allocated to a classification which is in a pay range that is not counterpart to a pay range in the applicable WSEU schedule, the RA used shall be that of the WSEU pay range having a maximum closest to but higher than the pay range maximum of the non-WSEU pay range involved; and~~

~~3. If, under 2., above, there are no higher pay range maximums in the applicable WSEU schedule, the highest RA in that schedule shall be the RA for the pay range of the position from which the employee is moving. In addition, this RA shall also be considered the first RA between the old and new pay ranges if the demotion is more than one (1) range.~~

~~**12/10/9** On involuntary demotions, demotions in lieu of layoff, or demotion after being designated at risk under 8/2/1, the employee shall continue to be compensated at their present rate of pay. If the present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for one year. The first day of the pay period following the expiration of the employee's TTR, the employee's pay rate shall be reduced to the maximum of the pay range into which they demoted. If at expiration of the TTR period the pay range maximum exceeds the employee's TTR, the employee's TTR will become the employee's present rate of pay.~~

~~An employee demoted for disciplinary purposes shall be compensated at their present rate of pay, subject to the maximum. The employee demoted for disciplinary purposes shall not be eligible for a TTR.~~

~~**12/10/10** On voluntary transfer, except those in 12/10/11, the employee shall continue to be compensated at their present rate of pay.~~

~~**12/10/11** On involuntary transfers, transfers in lieu of layoff, or transfers after being designated at risk under 8/2/1, the employee shall continue to be compensated at their present rate of pay. If the employee's present rate of pay exceeds the pay range maximum, the employee shall receive a TTR for one year. The first day of the pay period following the expiration of the TTR, the employee's pay rate shall be reduced to the maximum of the pay range. If at expiration the pay range maximum exceeds TTR, the TTR will become the present rate of pay.~~

~~**12/10/12** On reinstatement, the employee's base pay rate shall be the last rate received in the position from which reinstatement eligibility is derived.~~

~~When an employee who has not held permanent status in class within the last 5 years is reinstated, pay on reinstatement shall be determined as if in accordance with pay on original appointment.~~

~~**12/10/13** On restoration, the employee shall receive a base pay rate equal to the last rate received plus intervening adjustments. The adjustments applied to the employee's last rate received shall be that of the appropriate pay schedule for the classification from which restoration rights are derived.~~

~~**12/10/14** On movement to a trainee position, a current employee's base pay rate shall be determined in accordance with provisions applicable to the transaction type involved.~~

~~**12/10/15** A TTR received under the provisions of Appendix 5 shall continue if the employee is subsequently covered by the provisions of this section. If an employee received a TTR in accordance with the provisions of Appendix 5, but is no longer covered by the Appendix 5 provisions on the TTR expiration date or the date the employee leaves a WSEU-represented position, the pay rate will be determined as follows:~~

~~Effective the first day of the pay period following the expiration date of the TTR, or the date of the employee leaves a WSEU-represented position, the employee's pay shall be calculated as if the employee had been voluntarily demoted or voluntarily transferred in accordance with 12/10/9 or 12/10/10, whichever is applicable for the transaction that caused the TTR. If the date of expiration or termination is the first day of the pay period, that date will be the effective date.~~

~~The TTR shall also expire if a subsequent transaction will result in a higher pay rate. The new pay rate will be calculated as if the employee had voluntarily demoted or transferred in accordance with 12/10/9 or 12/10/10, whichever is applicable for the transaction that caused the TTR, immediately prior to the transaction.~~

~~For all demotion calculations, RAs in effect at the time of the TTR expiration, termination or subsequent transaction shall be used.~~

~~**12/10/16** Any personnel transaction not covered in this section will be administered in accordance with Chapter ER 29, Wis. Adm. Code.~~

ARTICLE XIII

EMPLOYEE BENEFITS

SECTION 1: Health Insurance

13/1/1 The Employer agrees that the benefits offered under the Standard Plan and all compensable alternative plans shall be comparable. The parties agree that the alternative plans approved by the Group Insurance Board at its meeting on September 5, 1985, are comparable in benefit levels and shall be considered as examples of comparability.

13/1/2 ~~Employer contributions for employees residing outside of Wisconsin who select the standard plan shall be based on their county of residence.~~Qualifying health insurance plans shall be determined in accordance with standards established by the Group Insurance Board.

13/1/3 ~~Effective with premiums due for coverage beginning January 1, 2004, a three-tier health insurance model will be implemented.~~ The employee monthly contributions toward health insurance premiums will be based on the specific tier to which their qualifying health insurance plan has been assigned for employees appointed to work one thousand and forty four (1044) hours or more per year. Employee contributions under this three-tier approach are as follows:

	Employee Monthly Contribution Effective January 2004~~5~~6 through December 2004~~5~~6		Employee Monthly Contribution Effective January 2005~~6~~7 through December 2005~~6~~7	
	Single	Family	Single	Family
Tier 1	$~~18.00~~22.00	$~~45.00~~55.00	$~~22.00~~27.00	$~~55.00~~68.00
Tier 2	$~~47.00~~50.00	$~~117.50~~125.00	$~~50.00~~60.00	$~~125.00~~150.00
Tier 3	$100.00	$250.00	$~~100.00~~143.00	$~~250.00~~358.00

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

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

13/1/4 ~~Effective with health insurance premiums due for coverage beginning January 1, 2004, provided in 13/1/3, above, t~~The Employer agrees to pay fifty percent (50%) of the total monthly premium amount

for the health plan selected for insured employees in part-time positions ~~defined under s. 230.27, Wis. Stats.,~~ who are appointed to work for at least six hundred (600) hours but less than one thousand forty-four (1044) hours per year.

13/1/5 The Employer agrees to offer the State Maintenance Plan in those counties in which there are no approved alternative plans.

SECTION 2: Life Insurance

13/2/1 The Employer agrees to continue in effect the present level of benefits provided under the existing master contract between the insurance carrier and the State of Wisconsin Group Insurance Board.

13/2/2 The Employer agrees to continue in effect the present administration of the group life insurance plan provided under the provisions of Chapter 40, Wis. Stats., the master contract between the insurance carrier and the Group Insurance Board, and the Rules of the Department of Employee Trust Funds.

13/2/3 The Employer agrees to pay the difference between the employee contribution and total premium.

SECTION 3: Dental Insurance

13/3/1 (BC, SPS, T, PSS) The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts.

13/3/2 (AS) The Employer agrees to deduct from the pay of participating employees the amount necessary to pay the total premium for a dental insurance plan to be administered by the Union. The Union shall notify the Employer of the premium amounts and provide signed deduction authorization cards for employees from whose pay the premium shall be deducted.

13/3/3 (AS) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.

13/3/4 (AS) Notwithstanding the foregoing provision of this section, it is neither the intent nor purpose of this section that the Employer is offering, providing or making available dental insurance coverage to employees nor does the Employer assume or accept responsibility or liability for the administration, coverage or conduct of such a program.

13/3/5 The Employer agrees to establish a labor-management committee for the purpose of developing the dental plan design.

SECTION 4: Income Continuation Insurance

13/4/1 The Employer agrees to continue in effect the income continuation program and the administrative provisions of the program provided under Chapter 40, Wis. Stats., and the master contract between the insurance carrier and the Group Insurance Board.

SECTION 5: Sick Leave

13/5/1 The Employer agrees to provide a sick leave plan as follows:

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

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

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

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

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

USE OF SICK LEAVE

13/5/2A The Employer agrees to provide the following:

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

A. which require the employee's confinement; or

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

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

In the event the Employer has reason to believe that an employee is abusing the sick leave privilege or may not be physically fit to return to work, the Employer may require a medical certificate or other appropriate verification for absences covered by this Article. When an employee has been identified as a sick leave abuser by the Employer and required to obtain a medical doctor's statement for sick leave use, the notice of such requirement will be given to the employee and the local Union in writing. If the medical certificate verifies that the employee was not abusing sick leave or is physically fit to report to work, the Employer shall pay the cost of the medical certificate. When an employee must obtain such medical certificate during his/her regularly scheduled hours of employment, he/she shall be allowed time off without loss of pay or sick leave credits to obtain the certificate. Employees will be permitted to use holidays, compensatory time off and/or annual leave in lieu of sick leave when they so request.

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

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

13/5/2B (BC, SPS, T, PSS) Review Program for Unanticipated Use of Sick Leave

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

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

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

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

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

A. A written policy.

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

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

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

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

F. All other provisions of this section shall apply.

13/5/2C A Joint Sick Leave Study Committee, as described in Memorandum of Understanding No. ~~3~~2, shall be established and meet no later than ninety (90) days after the effective date of this Agreement.

13/5/3 (BC, SPS, T, PSS) Employees may use accrued sick leave for personal medical or dental appointments for themselves or dependent children living in the household of the employee which cannot be scheduled at times other than during working hours.

13/5/4 ~~(BC, AS, SPS, T)~~ Employees may use accrued sick leave for medical or dental appointments for themselves, their spouses, and dependents living in the household of the employee which cannot be scheduled at times other than during working hours (Dependents are defined as dependents eligible for IRS purposes). To qualify for use of sick leave under this subsection, employees must give the Employer three (3) workdays advance notice of appointments except when emergency conditions prevail or urgent appointments are canceled and rescheduled.

13/5/5 Employees may use accrued sick leave for temporary emergency care of ill, injured, or disabled parents, stepparents, grandparents, foster parents, children, stepchildren, grandchildren, foster children, brothers (and their spouses), and sisters (and their spouses) of the employee or spouse, the spouse, aunts and uncles of the employee or spouse, sons-in-law or daughters-in-law of the employee or spouse, person(s) for whom the employee is legal guardian or legal guardian(s) of the employee. Employees may use accrued sick leave for temporary emergency care of other ill, injured or disabled relatives of the employee or spouse residing in the household of the employee for a limited period of time to permit the employee to make other arrangements. Use of sick leave for the purposes of this section is limited to

five (5) workdays for any one illness or injury, however, the use of sick leave may be extended to cover unusual circumstances provided prior approval is obtained from management.

13/5/6 Employees may use accrued sick leave to supplement the Worker's Compensation benefits provided pursuant to Chapter 102, Wis. Stats., to the extent that the employee shall receive the equivalent of his/her regular base rate. The procedures necessary for the administration of this section shall be developed by the Employer and shall be in accordance with the existing Wisconsin Statutes.

13/5/7 Employees may use accrued sick leave to care for adopted children. Use of sick leave for this purpose may not exceed five (5) workdays during the seven (7) calendar days immediately after taking custody of the child or children.

13/5/8 The Employer agrees to credit unused sick leave accumulated prior to the effective date of this Agreement to the account of the employees covered under this Agreement.

13/5/9 The Employer agrees to continue in effect the provisions of s. 230.35(2) and 40.05(4)(b), Wis. Stats,, which provide that at the time of retirement or in the event of death, accumulated unused sick leave shall be converted at current value and credited to the employee's account. The conversion credits once recorded shall be used on behalf of the employee or surviving spouse, child(ren), or other dependents to offset the cost of the monthly health insurance premiums as provided under the provisions of s. 40.05(4)(b), Wis. Stats.

13/5/10 The Employer agrees to provide the following supplemental health insurance conversion credits for permanent employees who retire or are permanently laid off from the service, or for the surviving insured dependents of permanent employees who die while in the service or while permanently laid off, under the following conditions:

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

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

For employees who retire, are laid off or die with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of fifty two (52) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

For employees who have earned all of their adjusted continuous service while having protective occupation status and who retire, are laid off or die with at least fifteen (15) full years of adjusted continuous service, the Employer shall match each one (1) hour of accumulated sick leave up to a maximum of seventy eight (78) hours per year multiplied by the number of years of service through twenty four (24) years. For years of adjusted continuous service over twenty four (24) years, the Employer shall match each (1) hour of accumulated sick leave credit up to a maximum of one hundred and four (104) hours per year multiplied by the number of years of continuous service over twenty four (24) years.

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

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

D. If, at the time of retirement, layoff or death, the employee has adjusted continuous service of over twenty four (24) years, determine the proration based on the first twenty four (24) years of service and then add one hundred four (104) hours for each year of adjusted continuous service over twenty four (24) years.

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

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

Access to these credits for payment of post retirement health insurance premiums shall occur only after all Accumulated Sick Leave Conversion Credits (ASLCC) have been exhausted. In the event an employee returns to a position covered by this agreement after having retired, the credits in this account shall be held in escrow until the employee again retires. The credits will then be adjusted to reflect additional years of continuous service and sick leave accrual.

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

For informational purposes, a chart portraying this benefit is found in Appendix #6.

E. Credits granted to a permanently laid off employee, or that person's surviving insured dependents, shall be available until the credits are exhausted, the laid off employee is re-employed, or 5 years have elapsed from the date of layoff, whichever occurs first.

F. For the purposes of this section, a permanently laid off employee is a laid off employee who is not on a temporary, school year, seasonal or sessional layoff.

13/5/11 The employee may elect to delay conversion of his/her sick leave credits after the date of retirement provided that the employee is covered by a comparable health insurance plan or policy between the date of retirement and the time that the employee elects to convert his/her sick leave credits. Such conversion shall be based on the employee's hourly wage rate at the time of retirement.

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

13/5/13 An employee who qualifies for benefits under s. 40.65, Wis. Stats., shall be considered an eligible employee under s. 40.02(25)(b), Wis. Stats., for purposes of group health insurance coverage.

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

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

13/5/14 Bereavement Time Off

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

the employee is legal guardian, legal guardian(s) of the employee, or other relatives of the employee or spouse residing in the household of the employee.

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

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

D. (BC, AS, T, PSS) At the Employer's discretion, employees may be allowed to use up to eight (8) hours sick leave for the death of a resident or client for whom the employee provided daily personal care.

E. At the employee's request, other paid leave time may be used in lieu of sick leave in accordance with 13/5/2A.

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

13/5/15 Employees may use one (1) day of accrued sick leave to attend the funeral of nieces, nephews, god children or god parents of the employee or spouse. Travel time to attend such funerals shall not exceed four (4) workdays.

13/5/16 On a case by case basis, employees may request additional other paid or unpaid leave which may be granted at the discretion of the appointing authority.

13/5/17 An employee may request and a supervisor may agree to schedule the employee to make-up a maximum of twenty four (24) hours per calendar year of sick leave used for the purposes of bereavement time off. The make-up time must occur in the same biweekly pay period as the bereavement time off and shall not result in overtime.

SECTION 6: Paid Annual Leave of Absence (Vacation)

13/6/1 The Employer agrees to provide employees with a formal paid annual leave of absence plan (vacation) as set forth below.

13/6/2 Employees shall begin earning annual leave on their first day in pay status. After completion of the first six months in a permanent, seasonal or sessional position pursuant to s. 230.28(1), Wis. Stats., or as a trainee unless covered under Wis. Adm. Code, (Rules of the Administrator, Division of Merit Recruitment and Selection), employees are eligible for and shall be granted noncumulative annual leave based on their seniority date as follows:

~~**(AS, BC, SPS, T)**~~ A. Regular Employees - Annual leave shall be based upon seniority date at the rate of:

1. One hundred four (104) hours [thirteen (13) days] each year for a full year of service during the first five (5) years of service.

2. One hundred forty four (144) hours [eighteen (18) days] each year for a full year of service during the next five (5) years of service.

3. One hundred sixty (160) hours [twenty (20) days] each year for a full year of service during the next five (5) years of service.

4. One hundred eighty four (184) hours [twenty three (23) days] each year for a full year of service during the next five (5) years of service.

5. Two hundred (200) hours [twenty five (25) days] each year for a full year of service during the next five (5) years of service.

6. Two hundred sixteen (216) hours [twenty seven (27) days] each year for a full year of service during all succeeding years of service.

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

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

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

D. Permanent Part-Time Employees - Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with item A, Regular Employees.

13/6/3 Annual leave shall be computed as follows:

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

~~**(AS, BC, SPS, T)**~~ B. Subject to the annual leave schedule in effect under 13/6/2/A, Regular Employees, annual leave for covered employees shall be prorated during the first (1st) year of employment at the rate of one hundred four (104) hours; during the sixth (6th) year of employment at the rate of one hundred four (104) or one hundred forty four (144) hours respectively; during the

eleventh (11th) year of employment at the rate of one hundred forty four (144) or one hundred sixty (160) hours respectively; during the sixteenth (16th) year of employment at the rate of one hundred sixty (160) or one hundred eighty four (184) hours respectively; during the twenty-first (21st) year of employment at the rate of one hundred eighty four (184) or two hundred (200) hours respectively; during the twenty-sixth (26th) year of employment at the rate of two hundred (200) or two hundred sixteen (216) hours respectively.

C. Upon termination of employment, annual leave shall be prorated.

~~(AS, BC, SPS, T)~~ 13/6/4 Employees eligible for at least one hundred ~~eighty four~~sixty (1~~84~~60) hours annual leave each year may, at their option, elect to receive forty (40) hours or prorated portion thereof of such benefit under one of the following options each year:

A. Annual leave during the year earned,

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

~~(AS, BC, SPS, T)~~ 13/6/4A Employees that earn less than one hundred ~~eighty four~~sixty (1~~84~~60) hours annual leave each year and who have accumulated a minimum of five hundred twenty (520) hours of sick leave may, at the employee's option, elect to receive forty (40) hours or portion thereof of annual leave under one of the following options each year:

A. Annual leave during the year earned;

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

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

13/6/5 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.

~~(AS, BC, SPS, T)~~ 13/6/6 Employees eligible for two hundred~~ sixteen~~ (2~~16~~00) hours annual leave each year may, at their option, elect to receive eighty (80) hours or prorated portion thereof of such benefit under the following options each year:

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

B. Annual leave during the year earned.

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

13/6/7 In scheduling vacation (annual leave), personal holidays, or compensatory time off due to working on a holiday, choice of time and amounts shall be governed by seniority as defined in Article V. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation, personal holiday or compensatory time off due to working on a holiday at any given time (subject to the provisions of 6/4/2 and 13/9/3); however, vacations, personal holidays and compensatory time off due to working on a holiday shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation, personal holiday or compensatory time off due to working on a holiday periods have been scheduled, the Employer shall make changes in employee vacation, personal holiday or compensatory time off due to working on a holiday schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, personal holiday or compensatory time off due to working on a holiday, the affected employee may reschedule his/her vacation, personal holiday or compensatory time off due to working on a holiday during the remainder of the calendar year or extend the scheduling of his/her vacation into the first six (6) months of the ensuing calendar year as he/she desires, providing it does not affect other employee's vacation, personal holiday or compensatory time off due to working on a holiday period. It is the expressed intent of the Employer to exercise the authority to change scheduled vacation, personal holiday or compensatory time off due to working on a holiday periods as seldom as possible.

13/6/7A Employees with less than a full time appointment, who earn additional annual leave as a result of working hours beyond their permanent appointment level, and are unable to schedule the additional time off in the year earned, will be allowed to carry over until June 30 of the ensuing calendar year annual leave hours earned for additional work performed between July 1 and December 31.

13/6/7B Employees shall be allowed to carryover sixteen (16) hours of earned annual leave until June 30 of the ensuing calendar year, including carryover granted under other provisions of the Agreement. These standards may be exceeded by appointing authorities or by mutual agreement when granted to all unit employees of a work unit.

13/6/7C (PSS) Because PSS employees do not work in post positions, PSS employees shall be allowed to carry over up to twenty four (24) hours of earned annual leave until June 30th of the ensuing calendar year, including carryover granted under other provisions of the agreement. These standards may be exceeded by the Appointing Authority, or by mutual agreement when granted to all unit employees of a work unit.

13/6/8 Should an employee become ill or injured immediately before or during a vacation, personal holiday or compensatory time off due to working on a holiday period, he/she may cancel his/her vacation, personal holiday or compensatory time off due to working on a holiday and utilize sick leave under the provisions of Article XIII, Section 5, commencing with the date he/she informs the Employer.

13/6/9 Employees who transfer shall carry their vacation, personal holiday or compensatory time off due to working on a holiday selections to their new work unit, providing no other employee's vacation, personal holiday or compensatory time off due to working on a holiday selection is adversely affected.

13/6/10 The Employer and the Union agree that it is in the mutual interest of the parties to provide for Alternative Disciplinary Programs for penalties imposed due to sick leave abuse and/or attendance related issues.

The parties agree that when a disciplinary suspension is assessed an employee for sick leave abuse and/or attendance reasons, the employee may, at the employee's option, elect to work the days of suspension and waive an equivalent amount of vacation (annual leave), Personal Holiday, Compensatory Time or Earned Saturday Legal Holiday in lieu of serving the suspension without pay. This option is limited to suspensions of three (3) work days or less and must be selected for the entire period of suspension.

Such disciplinary actions will be considered as a progressive step in the disciplinary process and will be maintained in the employee's Personnel File subject to the provisions of Article 11/14/3. The selection of the Alternative Discipline by an employee does not constitute an admission of wrongdoing. If an employee chooses the option stated above, the right to grieve the disciplinary action under Article IV of the Agreement is waived. Selection of the option stated above will be in writing with a copy provided to the local union and to the employee.

13/6/10A Chancellors of the University System may elect to offer the Alternative Discipline Program to employees of their campuses for discipline imposed for issues other than sick leave/attendance. All other provisions of Article 13/6/10 shall apply.

13/6/11 If previously scheduled annual leave, compensatory time, Saturday legal holidays or personal holidays is canceled or a request for such leave is made and denied within a period of two weeks to twenty-four (24) hours prior to the start of the requested leave, the employee may immediately appeal the denial or cancellation to the appointing authority or appropriate designee(s) for resolution of the disagreement within twenty-four (24) hours. If the appeal is denied it may be grieved beginning at the second step.

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

SECTION 7: Leave for Promotional Exams

13/7/1 The Employer agrees to provide leaves of absence for promotional examinations during scheduled work hours as follows: Each employee with permanent status in class shall be eligible for up to twenty-four (24) hours paid leave time each calendar year for the purpose of competing in examinations which could make the employee eligible for promotion and for participating in employment interviews in connection with such examinations when such examinations and interviews are conducted during an employee's scheduled work time.

13/7/2 An employee shall not be denied his/her requests for time to participate in examinations each calendar year and interviews in connection with such examinations provided five (5) workdays notice has been given by the employee so that work coverage will not be interrupted. Such time shall not exceed the number of hours reasonably required to attend such examinations and interviews, including travel time.

13/7/3 (AS, BC, SPS, T, PSS) Third (3rd) shift employees may select one (1) of the following two (2) options in 13/7/4 or 13/7/5. The option selected first in a calendar year shall continue to apply for the remainder of the same calendar year.

13/7/4 (AS, BC, SPS, T, PSS) An employee who is regularly scheduled to work the third shift shall be eligible for four (4) hours paid leave time prior to the end of his/her shift for the purpose of competing in no more than two (2) promotional examinations per year when said examinations are scheduled on the day in which the shift ends. The employee must give five (5) workdays notice so that work coverage will not be interrupted.

13/7/5 Employees who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work the second (2nd) or third (3rd) shift, shall be granted a schedule change which enables eight (8) hours off duty before the examination, if requested ten (10) days before the needed shift change. This provision is applicable to three (3) promotional examinations per calendar year.

13/7/6 Employees who compete in promotional examinations that are conducted outside of their regularly scheduled work shift and who are scheduled to work a twenty-four (24) hour shift, shall be granted a schedule change, which enables a twenty-four (24) hour shift off duty before the examination, if requested ten (10) days before the needed shift change. This provision is applicable to one (1) promotional examination per calendar year.

SECTION 8: Leaves of Absence Without Pay

13/8/1 Except as provided in 13/8/3 and 13/8/4 of this section, employees may be granted leaves without pay at the discretion of the appointing authority for any reason for any period, including but not limited to leaves for exams, interviews, education, dependent care, bereavement and court appearances. A denial shall not be arbitrary or capricious.

13/8/2 The Employer shall approve or deny the request for a leave of absence within two (2) weeks after the request is received. Any denial shall include written reason(s) for the denial. Employees who take or are granted leaves of absence shall not be required to use any accumulated vacation, sick leave, compensatory time off, holidays or any other earned time prior to beginning the leave of absence.

13/8/3 Employees who are elected or appointed officials of the Union shall, upon written request of the employee, be granted a leave of absence without pay for the term of office, and not to exceed one (1) year. The Union will provide a ten (10) day notice and agree that there will not be more than twenty (20) employees off at any time.

13/8/4 Parental Leave without pay. Employees shall be granted parental leave without pay for, maternity or paternity, adoption and custody of foster children as follows:

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

13/8/5 In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

13/8/6 Except as provided under Article XIII, Section 5 of this Agreement (sick leave), all periods of leave related to maternity shall be leaves of absence without pay.

13/8/7 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.

13/8/8 (BC, AS, SPS, T) The Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves without pay (including Military Leave under Article XIII, Section 10):

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

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

13/8/9 Employees shall be granted a medical leave of absence without pay, up to a maximum of six (6) months, upon verification of a medical doctor that the employee is not able to perform assigned duties. Upon review by the Employer, the leave may be extended. Any extension of the medical leave of absence or application for a medical leave of absence within one (1) year of the employee's return to work shall be at the Employer's discretion. Denials of requests of leaves without pay under this section shall not be arbitrary and capricious.

13/8/10 The Employer agrees to abide by s. 103.10, Wis. Stats., relating to family and medical leaves.

SECTION 9: Holidays

13/9/1 The Employer agrees to provide the following 9 paid holidays per year:

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

13/9/2 To qualify for any paid holiday employees must work or be in pay status on the last scheduled workday immediately preceding or the first scheduled workday immediately following the holiday. In the event an employee is on leave of absence at the request of the Employer, the employee must, in order to qualify for the paid holiday, be in pay status on the last scheduled workday immediately preceding or the first scheduled workday following such leave of absence during which the holiday occurs.

13/9/3 The Employer agrees to provide three and one-half (3 1/2) additional noncumulative personal holidays each year to all employees, plus one (1) additional paid personal holiday, effective January 1, 2004, each calendar year in recognition of Veterans Day. These four and one-half (4 1/2) holidays may be taken at any time during the year including non-Christian holidays provided the days selected by the employee have the prior approval of the appointing authority. Said approval shall be granted if the employee gives the appointing authority or his/her designee fourteen (14) days notice of his/her intent to take a personal holiday for religious reasons.

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

13/9/3A The Employer agrees to prorate legal holidays and annual leave based upon the hours in pay status up to full time. Effective January 1, 1994, proration of legal holidays for part-time employees shall be as follows:

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

B. Proration based on actual hours in pay status shall be done at least annually. Additional time earned in excess of the FTE credits which are not used in the calendar year earned shall be carried over to the following calendar year. Credits used but not earned in the calendar year shall be deducted from the following year's credits. At the Employer's discretion, proration may occur at the end of an employee's seasonal/school year employment period and any amounts due deducted from the employee's wages. In lieu of the deduction, the employee may elect to refund the Employer.

Employees hired into part-time positions after the start of a calendar year shall be prorated for remaining holidays in that year based on their FTE. Part-time employees who become full-time during a calendar year shall be prorated for all holidays during their part-time employment through the last full week of part-time employment.

C. Part-time employees shall be eligible for all legal holidays except for those holidays which occur during periods of leave of absence without pay, layoffs or following termination.

However, seasonal and school year employees scheduled off due to seasonal or school year recess periods shall be eligible for holidays occurring during those periods.

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

13/9/4A The Employer agrees that employees required to work on a holiday provided in 13/9/1 above shall be compensated for such holiday by receiving equivalent compensatory time off at a later date, and if a holiday provided in 13/9/1 above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. In addition, full time employees who are required (forced) to work a minimum of four (4) hours beyond their normally scheduled hours shall receive equivalent compensatory time off at a later date for all such hours worked which exceed their regularly scheduled hours.

13/9/4B When such compensatory time off is to be granted, it shall be taken in accordance with the vacation scheduling provision. The appointing authority may permit such time to be anticipated. Such compensatory time shall lapse if not used in the same calendar year. If such compensatory time off is taken in accordance with the vacation scheduling provisions of Section 6 of this Article, then 13/6/8 is applicable to such scheduled compensatory time off.

13/9/4C When the Employer decides to reconcile the paid leave balances of an employee who is or has been on s. 230. 36 and who has no time available to cover the use of legal holidays which were not earned because of the 230. 36 leave, the employee may be allowed to anticipate and use up to forty (40) hours of the following year's annual leave to cover the unearned legal holidays.

13/9/5 Holiday Premium Pay

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

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

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

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

D. Employees who are scheduled to work on Monday following a Sunday holiday shall receive their regular rate of pay for the hours worked and shall receive equivalent compensatory time off as provided under 13/9/4.

13/9/6 Holiday premium payments provided under this section, at the rate of time and one-half the employee's regular rate, shall be made in compensatory time off or cash payment, or combination thereof, at the discretion of the appointing authority.

13/9/7 (T) In work units where staffing patterns are different from those of a normal work day and where legal holidays are not included in a vacation or holiday scheduling agreement and the Employer has determined that work by bargaining unit employees is required on a holiday, the parties agree that seniority is one of the factors to be considered in scheduling of work.

In areas where holiday scheduling practices are in place, language in this section does not require changes.

Within the basic framework provided in this section, the implementation and provisions of scheduling of employees on holidays is a subject of local negotiations as provided in 11/2/8.

SECTION 10: Military Service

13/10/1A Annual Training

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

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

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

13/10/1B Active Military Service

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

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

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

13/10/1C Except as provided in 13/10/1B, whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave without pay as provided under s. 230.32, Wis. Stats., and the applicable federal statutes. The employee shall also be granted a military leave without pay as provided under applicable federal statutes for duly authorized inactive duty training, such as weekend drills.

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

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

13/10/2 The actual number of workdays granted an employee as military leave shall correspond to the number of workdays he/she is absent from his/her work station. The period of authorized leave shall be determined by the starting and ending dates of the training period as specified on the military pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

13/10/3 Public Emergencies - The Employer agrees to provide employees who have permanent status and who are members of the Wisconsin National Guard or the Wisconsin State Guard, or any other reserve component of the military forces of the United States or the State of Wisconsin now or hereafter organized or constituted under federal or state law, who are called into State active duty service to meet situations arising from war, riot, great public emergency or are called into service to prepare for anticipated emergencies the right to elect to receive pay from the State pursuant to

s. 20.465(1)(c), Wis. Stats., in an amount equal to his/her base State salary for such period of State active duty in lieu of the service pay, including allowances, the employee would normally receive as a member of the National or State Guard.

13/10/4 The Employer agrees that leave provided under this section is in addition to all other leaves granted or authorized by this Agreement. For the purpose of determining seniority, pay or pay advancement, the status of the employee shall be considered uninterrupted by such attendance.

13/10/5 The Employer agrees that employees who are called for a pre-induction physical for the military service shall be granted a leave of absence with pay for the time actually and necessarily spent in response to such a cal

13/10/6 Differential pay, sick leave, and annual leave for employees activated into certain federal service.

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

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

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

3. The employee has received a military leave of absence under 13/10/1B, under 13/10/1C, under s. 230.35(3), Wis. Stats., or under rules promulgated by OSER.

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

C. 1. Except as provided in paragraph 2., following, beginning on the day in which an employee is activated to serve on military duty in the U.S. armed forces or to serve in the U.S. public health service, the employee shall receive the pay and benefits authorized under A. or B., above, for a period of not more than 179 days. If an employee is eligible to receive pay and benefits for military service under s. 230.35 (3)(a), Wis. Stats. or under 13/10/1/A. or B. of this Agreement, the employee shall become eligible to receive the pay and benefits authorized under A. or B., above, only after receiving the pay and benefits for military service under s. 230.35 (3)(a), Wis. Stats., or 13/10/1/A. or B.

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

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

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

13/10/7 If an employee who is eligible to receive the pay and benefits authorized under 13/10/6 was activated to serve, or is serving, on military duty in the U.S. armed forces or in the U.S. public health service during the period that begins on January 1, 2003, and ends on the day before the effective date of this Agreement, the employee shall receive the pay and benefits authorized under 13/10/6 for any service on military duty in the U.S. armed forces or in the U.S. public health service during that period.

SECTION 11: Jury Duty and Witness Status

13/11/1 The Employer agrees to provide an employee who is summoned for grand jury or petit jury duty leave with pay at the base pay of the employee. Base pay of the employee is the employee's pay rate excluding any overtime or supplemental pay. Jury duty includes that period of time which the summoned employee is required to spend in the jury selection process. However, when the employee is not impaneled for actual duty and only on call, the employee shall report back to work unless authorized by the appointing authority to be absent from his/her work assignment. When an employee is impaneled and dismissed with four (4) or less remaining hours on his or her shift, upon contacting his or her supervisor, the employee will not be required to return to work and will be continued in jury duty pay status for the remainder of his or her shift.

13/11/2 The Employer shall grant time off without loss of pay to an employee who is directed by the Employer to appear as a witness in an action which arises out of the employee's employment.

13/11/3 Second or third shift employees called for jury duty will be temporarily transferred to a first shift for the period of jury duty. When a second or third shift employee who has been called for jury duty is temporarily transferred to a first shift, the Employer may change the schedule of another employee on the same or a different shift capable of performing the work to cover the regular shift of the employee called for jury duty. With the approval of the Employer, the employee may trade shifts to accommodate jury duty. Reverse order of seniority may be a consideration in determining shift changes. Such a change of schedule shall not result in the payment of overtime to either employee.

SECTION 12: Voting Time

13/12/1 An employee who is eligible to vote but is unable to vote during non working hours may be granted time off with pay for not to exceed three (3) consecutive hours upon written application to his/her appointing authority at least two (2) workdays prior to the election date. Such application shall state the need and the amount of reasonable time off required to exercise this right. If granted, the appointing authority may designate the time of day that the employee shall be allowed the time off.

13/12/2 Election Officials

Employees who are appointed as Election Officials for public elections under the authority of the municipal clerk may serve without loss of pay for scheduled work hours on a public primary or general election day. Employees must submit to the supervisor a written request to be absent to serve as an Election Official at least seven (7) calendar days in advance of the election and must provide written verification from the municipal clerk of their appointment as an Election Official.

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

SECTION 13: Retirement

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

13/13/2 For the duration of this Agreement, the Employer shall contribute on behalf of the employee five percent (5%) of the employee's earnings paid by the State.

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

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

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

SECTION 14: Meals While on Duty

13/14/1 Where facilities are available and in operation, the Employer will provide meals without charge to employees who are required, as a condition of employment, to take meals in the performance of assigned duties or responsibilities.

13/14/2 All of the following conditions must be met to be eligible for meals:

A. The employee works a straight eight (8) hour or longer shift without an unpaid lunch period.

B. Meals eaten while on duty must be taken at the employee's assigned work post.

C. Meals are delivered to the employee's assigned work post or would have been if so requested and food service facilities are in operation at the location and at the time the meal is consumed.

13/14/3 Where full or part maintenance such as laundry, meals, lodging or quarters is furnished for the employee or his/her family, the employee shall be charged for the value of the allowance as established by the ~~Secretary~~Director of the ~~Department~~Office of State Employment Relations based upon recommendations made by the employing agencies prior to the implementation of such charges. Implementation of such increased charges shall take effect thirty (30) calendar days after the Secretary's approval.

13/14/4 At institutions where facilities are available and in operation at the time of the meal break, the Employer will provide meals without charge to employees held over to work four (4) or more hours overtime.

13/14/5 Officers who escort inmates to the University of Wisconsin Hospital for medical appointments will be allowed the option of eating bag lunches provided at the U.W. Hospital or to eat at restaurants utilizing the drive through service on the way home from the hospital appointment. Oakhill staff are excluded due to mileage requirements.

In order to avoid creation of overtime, officers will make every effort to stay within normal trip timelines. [Historical Note: This language was moved from old Negotiating Note 32, which was deleted.]

SECTION 15: Hazardous Employment Status

13/15/1 The Employer agrees to continue in effect the present provisions and administration of s. 230.36~~(1), (2) and (3)~~(1m) and (2m), Wis. Stats., which pertain to Employer payments to employees who suffer an injury while performing service for the Employer and incidental to his/her employment, except that Transportation Customer Representative Field Examiners shall be covered employees while:

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

B. during investigations relating to possible violations of the law.

In addition, when an employee is responding to or going to the scene of a disturbance while in work status or on the Employer's premises, or when engaged in crowd control, self-defense and riot training activities, they shall be covered employees. It is expressly understood that bargaining unit employees not specifically listed in s. 230.36, Wis. Stats., who work at institutions, including employees

of the Veterans Home - King and administrative support employees who work in the Department of Corrections field offices are eligible for the benefits under this provision. A Correctional Officer or Youth Counselor who is injured as a result of an act of a visitor while attempting to maintain or enforce the institution's security regulations shall be eligible for coverage under the provisions of this section. Food Safety Inspectors, Meat Safety Inspectors, Agrichemical Specialists, Weights and Measures Inspectors, and Animal Health Inspectors in the Department of Agriculture, Trade and Consumer Protection, and Flammable and Combustible Liquid Product Inspectors in the Department of Commerce shall be covered by provisions of this section when injured by actions of operators or employees of a facility while performing their official duties at that work site. Child Care Counselors and Teacher Assistants at the Department of Public Instruction School for the Deaf and School for the Visually Handicapped shall be covered by provisions of this section when injured by actions of a student(s) while performing their official duties at that work site. Eligibility of all other employees shall be as provided under s. 230.36, Wis. Stats. For the purposes of this section the provisions of s. 230.36(4), Wis. Stats., concerning appeals to the State Personnel Commission, shall not be applicable. The president of the local union shall be sent a copy of every injury report filed by an employee within seventy-two (72) hours after its completion.

13/15/2 Application for benefits under s. 230.36, Wis. Stats., shall be made by the employee or his/her representative to the appointing authority within fourteen (14) calendar days from the date of injury on forms provided by the Employer. While medical verification is required for final approval of a claim, failure by the physician to provide verification within the fourteen (14) days shall not be the basis for denial. In extenuating circumstances, the time limit for application for benefits may be waived. The application shall contain sufficient factual information to indicate the nature and extent of the injury or illness, the circumstances surrounding its occurrence and the qualifying duties on which the application is based.

13/15/3 Within fourteen (14) calendar days after receipt of the claim, the appointing authority shall notify the employee and the president of the local union of his/her decision to authorize or deny the claim.

13/15/4 If an employee's claim for benefits under this section is denied by the appointing authority, the employee may, within thirty (30) calendar days, file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement.

13/15/5 Approved payments under this section shall continue from the date of inability to work until the date the employee returns to work or until the employee's status is changed to Worker's Compensation, disability retirement, new assignment or other appropriate status. When the appointing authority takes action to change the employee's status the employee may file an appeal at the Second Step of the grievance procedure provided under Article IV of this Agreement. Employees on approved leave under this section shall be entitled to full base pay plus any unit-wide pay increases and personal holidays.

13/15/6 Employees on approved leave with pay under this section shall earn vacation and sick leave credits for the time spent on approved leave with pay for a maximum period of six (6) months unless extended by the Employer. Employees shall be denied legal holiday credits for holidays which occur during the period of absence.

13/15/6A Employees on s. 230.36 leave who are unable to use earned personal holidays, compensatory time, annual leave, or legal holiday credits due to being off on s. 230.36 leave, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

13/15/7 Concurrent benefits--except for payments specifically authorized under Chapter 102, Wis. Stats., pertaining to Worker's Compensation--under no circumstances shall an employee receive more than his/her basic rate of pay for the job in which he/she was performing at the time of injury.

13/15/8 Employees on leave with pay shall submit to such physical and/or medical examinations as may be required by the Employer to determine the extent of or continuation of disability and inability to work. Such examination(s) shall be at the expense of the Employer and performed by physicians selected by the Employer. A complete report indicating the nature and extent of disability and prognosis for a reasonable return to duty and an estimated date of such return shall be submitted to the Employer. Refusal by the employee to submit to examinations ordered by the Employer or medical treatment ordered by the examining physician shall constitute grounds for disciplinary action. Based upon the information provided by the medical reports, the Employer shall determine the extent to which leave with pay shall be granted or take action to terminate employment. Upon return to full work status, an employee's benefits under this section shall cease, providing his/her attending physician has released him/her from further medical treatment. In the event that the employee is able to return to full work status but further medical treatment is required for the sustained injury, benefits shall continue to be granted to cover the treatment time, providing the attending physician has made a prior determination that such treatment is necessary for full recovery. When an employee suffers further aggravation of an

injury for which benefits have ended, he/she may, upon recommendation of his/her attending physician, have such benefits resume for the period of treatment recommended, provided such aggravation meets the qualifying provisions of s. 230.36, Wis. Stats.

SECTION 16: Travel and Lodging

13/16/1 In this section the following definitions shall apply:

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

"Work Site" shall mean any location designated by the Employer other than the employee's assigned headquarters at which the employee performs his/her assigned duties. The provisions of s. 40.65, Wis. Stats., as an employee benefit will be continued for all eligible protective status employees covered by these agreements. [Historical Note: This language was moved from old Negotiating Note 23, which was deleted.]

13/16/2 The Employer agrees to continue in effect the provisions of s. 16.53(12) and 20.916, Wis. Stats., relating to the reimbursement of state employees for expenses incurred while traveling on state business. Employees covered by this Agreement shall receive any additional increases in reimbursement rates that the Employer may obtain under s. 16.53(12) and 20.916, Wis. Stats.

13/16/3 **Automobile Expense Reimbursement -** Travel reimbursement from home to a work site or to a pickup point:

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

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

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

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

13/16/4 Rate of reimbursement

A. Automobile:

The Employer agrees to reimburse any employee who is authorized and required to use his/her personal automobile in his/her work for the state at a rate of ~~thirty-two~~forty-two and one-half cents ($0.~~3~~425) per mile.

B. Motorcycle:

Employees shall be reimbursed for the use of privately owned motorcycles on state business. The rate for reimbursement shall be ~~sixteen~~twenty-one and two-tenths cents ($0.~~16~~212) per mile, beginning on the effective date of the Agreement, subject to the following conditions:

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

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

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

4. The additional reimbursement rates authorized under 13/17/5 or 13/17/6 shall not apply to the use of motorcycles.

C. Airplane

The Employer agrees to reimburse any employee who is authorized and required to use a private airplane in his/her work for the state at the rate of ~~thirty-two~~forty-two and one-half cents ($0.~~3~~425) per mile.

13/16/5 An additional reimbursement at the rate of one cent ($.01) per mile shall be paid to any employee for the use of his/her personal automobile when used for any or all of the following reasons: as an emergency vehicle or under conditions which may cause excessive wear or depreciation (including pulling trailers; carrying two or more passengers; carrying tools, equipment or supplies) or which require the installation of special equipment. In addition, when an employee is authorized to use his/her vehicle on a construction project (including a pit, quarry, or to a bituminous mixing or concrete mixing site and survey work), or in woods or fields where trails, roads or portions thereof are not open to the public and not paved, the employee will be reimbursed at the rate of four cents ($.04) per mile for such actual miles driven under these conditions, in addition to the rates listed above to which the employee may be eligible. The total amount which will be reimbursed under this section shall not exceed five cents ($.05) per mile.

13/16/6 Reasonable charges for taxis and air limousines, including taxi tips at a maximum rate of 15% of the charge, are reimbursable when other modes of travel are not available or practical. Employees are required to obtain receipts where the cost of a one-way fare will exceed twenty-five ($25) dollars.

13/16/7 When an assigned pool or state-owned automobile is available and the employee is given the option to utilize his/her personal automobile, the mileage allowance shall be at a rate equal to the approximate cost of operation of state cars, including depreciation.

If an employee, because of certified medical reasons, is not able to utilize a state vehicle, he/she shall be permitted to use his/her personal vehicle at the rate provided under 13/17/4. (See Negotiating Note No. 1)

13/16/7/A Annual state owned vehicle automobile or truck assignments for highway construction (D.O.T.) shall be made wherever possible prior to April 1 of each year. Employees assigned such vehicles shall retain such vehicles for the duration of the annual construction season (April 1 - March 31) while assigned to the field, unless mutually agreed otherwise. Employees not assigned a state-owned automobile or truck shall not be required to accept a subsequently available state-owned automobile or truck during the remainder of that annual construction season while assigned to the field, unless mutually agreed otherwise. [Historical Note: This language was moved from old Negotiating Note 46, which was deleted.]

13/16/8 Meals - Employees shall be reimbursed for all actual, reasonable, and necessary amounts expended for their own meals incurred in the performance of their official duties. The performance of the employee's official duties must be at a point more than fifteen (15) miles from his/her assigned headquarters. However, exceptions to the fifteen (15) mile requirement may be granted by the agency heads or their designee(s). Employees shall be reimbursed without receipts for meals, according to the following schedule.

A. As of July 1, 2001:

Breakfast --	$ 8.00
Lunch --	$ 9.00
Dinner --	$17.00

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

B. As of July 1, 2001:

Breakfast -- $10.00

Lunch -- $10.00

Dinner -- $20.00

13/16/9 The maximum allowable tip is fifteen percent (15%) of the meal claim. To be eligible for the noon meal reimbursement, agencies require that an employee leave his/her assigned headquarters station prior to 10:30 a.m. and return after 2:30 p.m.. For an employee whose scheduled hours of work are such that his/her workday would be completed prior to 2:30 p.m. (e.g. 5:00 a.m. to 1:45 p.m.), the above structure is inappropriate. For employees in travel status who work other than a 7:45 a.m.- 4:30 p.m. work schedule, a sliding corridor of four (4) hours will be used to determine eligibility for reimbursement for the noon meal. If an employee were to start at a time earlier than 7:45 a.m., the 10:30 a.m. to 2:30 p.m. time block would be moved back correspondingly. For example, an employee who starts at 6:45 a.m. would have to be away from his/her headquarters station from 9:30 a.m. to 1:30 p.m. to be eligible for the noon meal reimbursement, provided all other requirements are met. Exceptions to the provisions in this paragraph may be made at the sole discretion of the Employer.

Those employees in the Professional Social Services bargaining unit who are working on a flextime schedule are only eligible for the noon meal reimbursement if they leave their headquarters station prior to 10:30 a.m. and return after 2:30 p.m., unless mutually agreed otherwise.

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

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

13/16/10 As of the effective date of this Agreement, employees shall be paid a flat rate of four dollars ($4.00) for each bag meal.

All of the above amounts include tax and tip.

13/16/11 Requests for reimbursement for amounts in excess of the above schedule must be accompanied by a receipt and full explanation of the reasonableness of such expense.

13/16/12 Lodging - Employees shall be reimbursed for their actual, reasonable and necessary expenses for lodging incurred in the performance of their official duties. Receipts are required for all lodging. An explanation of reasonableness is necessary where the lodging is in excess of the amount set forth below.

As of July 1, 2001 - $72.00 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.

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

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

13/16/14 Parking - Reasonable and necessary parking charges incurred in the performance of an employee's duties are reimbursable whether the employee is using his/her own personal car or an assigned car. This is based on the assumption that the employee is removed from his/her assigned headquarters.

13/16/15 Miscellaneous - Travel Expenses - While the use of credit cards is encouraged, travel expenses shall be advanced to employees upon request when estimated monthly expenses exceed fifty dollars ($50). Such advance shall not exceed eighty percent (80%) of the estimated expenses.

13/16/16 One personal call home per day is reimbursable up to five dollars ($5.00) each for the following conditions:

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

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

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

SECTION 17: Administration of Worker's Compensation Benefits

13/17/1 In the administration of the Worker's Compensation Act as set forth in Chapter 102, Wis. Stats., the Employer shall make an initial determination as to whether the injury was job related; and if so, the Employer may authorize payment for temporary disability as specified in the Worker's Compensation Act.

13/17/2 In the event the Employer makes an initial determination that an injury or disease is job related and authorizes payment for temporary total disability as specified in the Worker's Compensation Act or until the Department of Administration makes a decision, whichever is first, the Employer shall continue to pay its share of Health Insurance premium as provided in Article XIII, Section 1 for the period of the temporary total disability.

13/17/3 In the event the Employer denies the employee's claim of worker compensable injury or disease, and the employee's claim is later sustained, the Employer will reimburse the employee its proportionate share of the premium payment per Article XIII, Section 1, if the employee had continued paying the full cost of the Health Insurance premium payment during the period of worker's compensation claim pendency.

13/17/4 Employees on Worker's Compensation benefits who are unable to use earned personal holiday, compensatory time, annual leave, or legal holiday credits due to being on Worker's Compensation benefits, and had such credits canceled at the end of the year, shall have such credits restored for use in the first six (6) months following their return to work.

SECTION 18: Standby/On Call

13/18/1 (BC, AS, SPS, T) **Standby** When the Employer requires that an employee must be available for work and be able to report in less than one (1) hour, the employee shall be compensated on the basis of a fee of eighteen dollars ($18.00) for each on call eight (8) hour period, or portion thereof, for which the employee is in standby status. The Employer shall make a reasonable effort to notify those affected employees of their release from standby status.

13/18/2 **On Call:** When the Employer requires that an employee respond to contact by either a beeper, pager or cell phone while off duty, the employee shall receive one (1) hour of compensatory time credit or pay for each calendar day where such response is required. In no case shall an employee receive both standby pay and on call compensatory time during the same offwork time period.

Bargaining Note: This section is inapplicable to Social Workers in the Milwaukee Child Protections Services Program, Department of Corrections Clinical Service staff employees, and Probation and Parole Agents, who are otherwise covered under the provisions of Article VI, Section 16 and Memorandum of Understanding Nos. 1~~7~~3 and 1~~8~~4.

SECTION 19: Hostage Leave

13/19/1 For purposes of this section, when the Employer determines that an employee has been held against his/her will for a period of time by a person or persons and during this time the person or persons holding the employee attempts to obtain a pledge from the Employer to submit to certain terms and/or conditions prior to releasing the employee, then the employee will be considered to have been held hostage.

13/19/2 An employee who alleges that he/she has suffered an injury as a result of being taken hostage, and whose injury is not covered under section 13/16/1 or 13/18/1 of this Agreement, shall receive an examination by a Doctor of Psychiatry (MD) who is authorized to provide services under one of the State of Wisconsin's approved health insurance programs. If the diagnosis by the psychiatrist supports the employee's claim, the employee shall be eligible for the following Employer-provided benefits:

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

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

13/19/3 If the psychiatrist determines that the employee is not fit to return to work within the forty-five (45) calendar days provided under subsection B above, or the employee needs continued treatment or counseling as provided under 13/20/1 above, all benefits provided under this section shall cease and the Employer shall place the employee on Worker's Compensation as provided under Article XIII, Section 8 of this Agreement. The employee shall continue to be covered by Worker's Compensation until the psychiatrist determines the employee is fit to return to work. When the psychiatrist determines the employee is fit to return to work, the employee shall be returned to his/her original position or one of like or similar nature, as determined by the Employer.

SECTION 20: Catastrophic Leave

13/20/1 This is a program to allow employees to voluntarily donate (transfer) annual leave, Saturday legal holiday, personal holiday and sabbatical leave time to employees who have been granted unpaid leaves of absence due to catastrophic need for which no eligible paid leave benefits or replacement income are available. It is understood that these transfers are a conditional benefit and not a right of potential recipients.

13/20/2 Catastrophic illness or injury is defined as an illness or injury which is expected to incapacitate the employee and which creates a financial hardship. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member.

13/20/3 A joint committee composed of equal representation of Union and Employer representatives will be designated to establish and/or modify guidelines, policies, and processes for application, approval, review of denials and confidentiality of requests or donations by potential recipients and donors. One representative from each certified parent union with an Agreement containing a Catastrophic Leave provision, one classified non-represented employee, and designated Employer representatives will comprise a joint committee.

13/20/4 Transfers may occur among covered employees in the same agency. Transfers between covered employees in different agencies may occur with the affected agencies approval. Covered employees for purposes of this provision means any classified state employee having access to a Catastrophic Leave Program.

13/20/5 The local union shall establish an approval committee, comprised of no more than three (3) union representatives and one (1) management liaison. Leave requests must be approved by the local union committee having jurisdiction over the applicant. Consistent with the provisions of this section, the committee shall have final decision making authority. Applicants may request a review of denials before this committee.

13/20/6 Donations shall be from within the same employing unit first and may be expanded to the agency level with agency approval. Donations shall be on an hour for hour basis and used in order of receipt.

13/20/7 The local union approval committee will notify the Employer of approved recipients and donors. The Employer will transfer donated leave from donor to recipient leave accounts. Every effort shall be made to maintain the confidentiality of the donor(s) and recipient(s) upon request.

13/20/8 To be an eligible recipient, an employee:

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

B. Must be on approved unpaid leave of absence.

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

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

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

F. Must not be receiving other salary replacement benefits.

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

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

I. Must remain a state employee.

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

13/20/9 To be an eligible donor, an employee:

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

B. Cannot donate a combination of more than twenty-four (24) hours of accrued personal holiday, Saturday legal holiday, sabbatical leave and/or anticipated annual leave in any calendar year (Prorated based on FTE).

C. Must remain a state employee.

13/20/10 An applicant may consult with their Union representative by telephone for assistance with completing application materials for the Catastrophic Leave Program. Special requests for personal meetings or other arrangements based on an employee's disability may be considered.

13/20/11 It is understood that nothing in this Section shall require either the Union or the Employer to take any action determined to be illegal or in conflict with other provisions of this Agreement.

13/20/12 It is understood that the provisions of this section are not subject to the appeal provisions of Article IV of this Agreement.

SECTION 21: Employee Funded Reimbursement Account

13/21/1 The Employer agrees to offer bargaining unit employees the opportunity to participate in the Employee-funded Reimbursement Account program as administered under the provisions of Chapter 40, Wis. Stats.

SECTION 22: Calls at Home

13/22/1 For FLSA non-exempt employees, if the Employer contacts the employee at home about job-related business, the employee shall be credited with work time for all such calls. In no case shall the employee receive less than a single one-half (1/2) hour credit per day for such calls under this section. For purposes of this section, examples of job-related business calls include:

A. Calls regarding specific patient treatment procedures,

B. Questions regarding operation of equipment,

C. Clarification of instructions,

D. Repair procedures.

Examples of non-job-related business calls include:

A. Calls made to call an employee back to work,

B. Availability for overtime,

C. Scheduling changes.

Bargaining Note: This section is inapplicable to Probation and Parole Agents, who are otherwise covered under the provisions of Article VI, Section 16 and Memorandum of Understanding No. 1~~8~~4.

SECTION 23: Critical Incidents

13/23/1 When the Employer determines that an extraordinary event has occurred which has the potential for causing significant mental or physical trauma to an employee(s), the appointing authority or designee may initiate treatment and support services provided in 13/20/2 and 13/20/3. It is expected that debriefing of affected employee(s) will occur and that the incident will be reviewed to determine any additional services, which may be necessary. Procedures of this section are not subject to the grievance procedures; however, they are an appropriate topic for labor/management meetings.

SECTION 24: Specialized Disaster Relief Services

13/24/1 Employees covered under this Agreement shall be covered under s. 230.35(1)(g)1 and (3)(e), Wis. Stats., regarding leaves of absence for participating in specialized disaster relief services.

ARTICLE XIV
NO STRIKE OR LOCKOUT

SECTION 1: General

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

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

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

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

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

14/1/3 When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, the Union shall immediately, in writing, order such employees to return to work, provide the Employer with a copy of such order by certified mail within twenty-four (24) hours of receipt of the notification from the Employer, and a responsible officer of the Union shall publicly order the striking employees to discontinue such conduct through the medium of local newspapers and/or local radio. Failure of the Union to take such action shall be considered in determining whether or not the Union caused or authorized, directly, or indirectly, the strike. This clause is not subject to the arbitration provisions of this Agreement but shall be enforced by the ordinary processes of law.

14/1/4 The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout.

SECTION 2: Dispute Resolution

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

ARTICLE XV
GENERAL

SECTION 1: Obligation to Bargain

15/1/1 This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Administrator and the Personnel Board relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2: Partial Invalidity

15/2/1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

SECTION 3: Definition of Probationary Employee

15/3/1 The term “probationary employee” as used in this Agreement relates to all employees serving on a probationary period as defined below. All original and all promotional appointments to permanent, sessional and seasonal positions in the classified service shall be for a probationary period of six (6) months except as specifically provided in s. 230.28, Wis. Stats., and Wisconsin Administrative Code, ER MRS 13, in the cases of trainees, intern classes, reinstatement, transfer, and demotion, or where longer probationary periods are authorized.

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

SECTION 4: Definition of Appointing Authority

15/4/1 For purposes of this Agreement, the appointing authority shall be defined as the person having final decision making authority in any agency.

SECTION 5: Definition of Seasonal Employment

15/5/1 "Seasonal employment" means employment which normally permits attainment of permanent status in class through successive reinstatements and requires the services of an employee on an intermittent and recurring basis for at least six hundred (600) hours each year, during no more than twenty four (24) biweekly payroll periods of any twenty six (26) consecutive full biweekly payroll periods.

ARTICLE XVI

SECTION 1: Termination of Agreement

16/1/1 The terms and conditions of this Agreement shall remain in full force and effect commencing on ~~July 23, 2005~~, and terminating on June 30, ~~2005~~2007, unless the parties mutually agree to extend any or all of the terms. Upon termination, all obligations are automatically canceled except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of this Agreement.

SECTION 2: Negotiations of Future Agreements

16/2/1 During the term of the Agreement, the parties will attempt to agree on a timetable for negotiations which will maximize the probability of reaching agreement on a new contract prior to (insert date).

NEGOTIATING NOTE NO. 1

~~2003-2005~~2005-2007 AGREEMENT

(See ARTICLE XIII, Section 16/7 - Assignment of Cars to Employees)

The Department of Administration will continue to require that assigned cars be driven 1,000 miles/month. However, agencies do have the ability to review usage for unusual circumstances which may occur one month but not in ensuing months.

If an employee on field assignment has that assignment ended and no longer has a need for a car, that car can be assigned to another employee.

NEGOTIATING NOTE NO. 2

~~2003-2005~~2005-2007 AGREEMENT

REST BREAKS

If disputes regarding rest breaks occur in the units represented by WSEU, the procedure developed for Correctional Officers and Youth Counselors shall be used as the model for resolving those disputes. If no agreement is reached, the Union and the employee(s) retain the right to process the issue through the grievance procedure, with the time limits beginning after the sixty (60) day negotiation period.

NEGOTIATING NOTE NO. 3

~~2003-2005~~2005-2007 AGREEMENT

REST BREAKS ULP

Upon agreement on rest periods as a result of the negotiation procedure set forth in the negotiation note, the WSEU shall withdraw the ULP presently pending before the Wisconsin Employment Relations Commission which relates to this issue (Bertrand Case) and will withdraw the grievances filed by all Correctional Officers and Youth Counselors as part or all of those grievances.

The one-half step payment in December of 1981 and 1982 to Correctional Officers and Youth Counselors fully absolves the State of any liability under the grievances, Bertrand arbitration and the ULP for all time from the effective date of the agreements back to the time of the filing of the grievances.

NEGOTIATING NOTE NO. 4
~~2003-2005~~2005-2007 AGREEMENT
HOME-BASED WORK

The Employer will notify WSEU Council 24 of home-based work assignments.

NEGOTIATING NOTE NO. 5
~~2003-2005~~2005-2007 AGREEMENT
OFFICERS AND YOUTH COUNSELORS

Within the institutions in the Departments of Health and Family Services and Corrections which employ Officers and/or Youth Counselors, the local Union and local management shall meet as soon as possible after the effective date of the Agreement to negotiate a solution to the problem of providing rest periods to all Correctional Officers and Youth Counselors. These negotiations shall take place in accordance with the provisions of Article XI, Section 2.

To begin the negotiation procedure, local management shall submit a list of the posts and types of break for each post to the local Union.

In these negotiations, the parties shall consider "Type A" (defined as a rest period for those work stations where an employee could reduce his/her activity while remaining at the station. The employee would either be expected to use his/her sound discretion in choosing an appropriate time for the reduction in his/her activity, or a set time would be established in advance and operational coverage would be increased by other employees during the break period for that particular assignment.) and "Type B" (defined as a rest period for those work stations where relief coverage could be provided within existing staffing levels.) breaks as potential solutions and shall also consider other types and kinds of solutions which may be appropriate for a particular post or institution, as may be mutually agreed to.

In the event disputes remain at the local level forty (40) days after the effective date of the Agreement, a department level meeting with representatives of the Department of Health and Family Services, the Department of Corrections, the ~~Department~~Office of State Employment Relations and Council 24 shall be held within twenty (20) days to resolve any remaining differences. In institutions where agreement is reached, they shall go in effect notwithstanding unresolved issues at other institutions.

Absent agreement, no changes in present practices shall be made at any post in any institution. Following agreement, no changes shall be made in the practice with regard to any post unless there is mutual agreement to change the practice.

Any and all agreements relating to this issue shall be signed by both parties.

NEGOTIATING NOTE NO. 6
~~2003-2005~~2005-2007 AGREEMENT
FLSA COVERAGE

The parties recognize their obligation to abide by the U.S. Department of Labor's requirements relating to the State's coverage by the Fair Labor Standards Act, as amended.

NEGOTIATING NOTE NO. 7
~~2003-2005~~2005-2007 AGREEMENT
AGREEMENT REGARDING OVERTIME FOR DEPARTMENT OF NATURAL RESOURCES TECHNICAL AND BLUE COLLAR EMPLOYEES AND SECURITY & PUBLIC SAFETY EMPLOYEES CLASSIFIED AS RANGER

The Employer agrees to compensate all Technical and Blue Collar employees and employees in the Security & Public Safety unit classified as Ranger at the premium rate of time and one-half for all hours in pay status which are in excess of forty (40) hours per week. The employee shall be given one hour of compensatory time and one-half hour of cash payment for each hour compensated at the premium rate.

Employees who are required to work during a calendar day in which compensatory time is scheduled will have their compensatory time credits restored and replaced by work time on an hour-for-hour basis.

Employees who earn in excess of forty (40) hours of compensatory time credits shall have the option of receiving cash payment for any compensatory time credits earned over forty (40) hours. The requests for cash payment shall be made on time and leave reporting forms and submitted to the appropriate DNR Payroll Office. The use, scheduling and cash-out of compensatory time credits earned shall be consistent with Article VI, Section 4.

The Union recognizes that employees engaged in fire control activities during high hazard periods are subject to flexible scheduling and overtime distribution shall be based on such emergency conditions. Standby will be offered to employees in the work unit who normally perform the anticipated work.

The Employer will provide a portable radio, pager or other electronic communication device for fire control heavy equipment operators and dispatchers who are on standby, unless such devices are unavailable due to repairs.

Management and the Union and the employees agree that all employees covered by this Agreement and this special agreement are not eligible for Unemployment Compensation while on compensatory time off scheduled by the employee.

The provisions of 6/3/7 shall apply to the compensatory time earned pursuant to this note.

NEGOTIATING NOTE NO. 8

~~2003-2005~~2005-2007 AGREEMENT

SPECIAL NEGOTIATIONS FOR SELECTED CLASSES INCLUDED IN THE SECURITY AND PUBLIC SAFETY BARGAINING UNIT IN THE DEPARTMENT OF NATURAL RESOURCES OVERTIME AND HOLIDAY COMPENSATION

A. Conservation Wardens, Environmental Wardens, Safety Specialist Wardens and Special Investigative Wardens shall be granted overtime credits for all hours in pay status beyond eighty (80) hours in each biweekly pay period. Hours in pay status are defined as (1) hours worked during a pay period in accordance with the “Standards and Guidelines for Represented Warden Overtime” established

by the Department of Natural Resources; and (2) paid leave time requested by an employee that has been pre-approved by the employee's supervisor prior to the beginning of a pay period.

Overtime credits shall be granted in the following manner:

1. Hours eighty-one (81) through the eighty-six (86) hours shall be credited on a straight rate, hour-for-hour basis.

2. All hours in excess of eighty-six (86) shall be credited at the premium rate of time and one-half. All premium rate overtime credits shall be converted to straight rate equivalent credits.

3. In each fiscal year, the first sixteen (16) hours of straight rate equivalent overtime credits shall be granted as compensatory time.

4. In each fiscal year, the next four hundred four (404) hours of straight rate equivalent overtime credits earned shall be paid in cash on a biweekly basis. Such payments shall be eligible for payroll deduction at the employee's request.

5. All overtime credits earned after four hundred twenty (420) hours described in subsections A./3 and A./4, above, shall be granted in cash or compensatory time, or a combination thereof, as the Employer may elect.

6. The supervisor of each Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden will prepare a plan to allocate up to three hundred eighty (380) hours of overtime throughout the fiscal year. Forty (40) hours of overtime will remain unallocated for unanticipated needs and movement of personnel to respond to statewide enforcement priorities. This plan will be prepared with the input of the Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden and must address both regional and statewide needs. The Chief Warden [or designee(s)] will give final approval of the plans for each Conservation Warden, Environmental Warden, Safety Specialist Warden and Special Investigative Warden. The plans will not be grievable. The chain of review for disputes on a work plan will initially be the immediate supervisor, and, if unresolved, a review by the Regional Warden will occur. If unresolved by the Regional Warden, the Chief Warden will make the final determination.

B. Overtime hours resulting from complaints or requests which require immediate actions or investigations shall be self-ordered or scheduled according to the "Standards and Guidelines for Represented Warden Overtime" established by the Department of Natural Resources. Any complaints regarding these standards and guidelines may be appealed, in writing, to the Secretary of the Department of Natural Resources, whose decision shall be final.

C. Employees covered by these special negotiations who receive compensation for overtime credit in cash shall receive applicable sick leave credit at the time of payment, or .0625 hour for all compensatory time credit hours which are paid off in cash.

D. Compensatory time credits earned for overtime work pursuant to subsections A./3 and A./5 above; for holiday premium work in accordance with Article XIII, Section 9, Paragraphs 13/9/5 and 13/9/6; and for work on a holiday of four (4) or more hours beyond the normally scheduled hours in accordance with Article XIII, Section 9, Paragraph 13/9/4, that is not used by December 31, shall be carried into the first four (4) months of the new calendar year. At the end of this four (4) month period, sixteen (16) hours of unused compensatory time, or the remaining balance if less than sixteen (16) hours, will be paid in cash the first pay period after May 1. An employee may request to either convert all or a portion of additional unused carried over compensatory time, in excess of the sixteen (16) hours automatically cashed out, to cash payment or continue to carry it as compensatory time. The Employer will take into consideration the employee's wishes in making its decision. The Employer has the discretion, at any time, to cash out the unused compensatory time.

NON-CONTRACTUAL TRANSFER/DEMOTION

An Environmental Warden, Safety Specialist Warden, or Special Investigative Warden who submits a written request to the Chief Warden for a non-contractual transfer or voluntary demotion outside the provisions of Article VII will be considered for such transfer or voluntary demotion prior to consideration of candidates certified in accordance with Wisconsin Civil Service Statutes and Administrative Code. Decisions of the Chief Warden are final and not grievable.

NEGOTIATING NOTE NO. 9
~~2003-2005~~2005-2007 AGREEMENT
EMPLOYEE ASSISTANCE PROGRAMS

All Department Heads

The Department of Employment Relations supports and encourages the establishment of effective department Employee Assistance Programs as provided under Article XI, Section 22, of the Agreement between the State of Wisconsin and the Wisconsin State Employees Union (WSEU).

In this regard, I am encouraging agencies to seek a sufficient number of volunteer resource persons to meet the needs of state agencies. Where multi-shift operations exist, particularly in

potentially high-stress areas, it is my hope that you can select, appoint, and train resource persons in sufficient numbers to have coverage on all shifts.

In exceptional cases where resource persons are not available at the work place for face-to-face consultation and they are contacted by other means about an acute situation, the resource person, in his or her judgment, may decide to volunteer his or her time to personally meet to provide resource referral services. In such instances where persons volunteer their services while not on their assigned work schedule, they should be allowed reasonable access to the workplace.

Your cooperation in this matter will be appreciated.

Sincerely,

Jon E. Litscher, Secretary
Department of Employment Relations

NEGOTIATING NOTE NO. 10
~~2003-2005~~2005-2007 AGREEMENT
TRAINING ASSISTANCE TO DEVELOPMENTALLY DISABLED CENTER EMPLOYEES

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

A. They must be in a position which is included in the job classification(s) which has been identified for layoff as required under 8/3/1 of the Agreement.

B. The employee must acquire other employment (either within or outside of state service) within the notice period required under 8/3/1.

C. Only that number of employees required to meet the number of position reductions identified in the notice provided to the Union under 8/3/1 will receive assistance.

D. Reimbursement will be made, per item C above, on a "first come, first served" basis until the specific number of position vacancies has been achieved. Additional vacancies, due to employee turnover, which occur beyond the pre-identified number of vacancies which has been met will not be reimbursed under the provisions of this Negotiating Note.

The following benefits shall be provided to employees meeting the eligibility requirements as noted above:

A. Where applicable, employees shall receive benefits under s. 20.917, Wis. Stats.

B. The Department shall also provide the following supplemental benefits where provisions of s. 20.917, Wis. Stats., do not apply:

1. All or a portion of one (1) month's rent;

2. All or a portion of a rental security deposit, not to exceed one (1) month's rent;

3. The cost of all or a portion of actual moving expenses, not to exceed one thousand dollars ($1,000); and,

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

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

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

NEGOTIATING NOTE NO. 11

~~2003-2005~~2005-2007 AGREEMENT

BARGAINING TIME

The Employer and the Union agree that the Employer will pay one hundred percent (100%) of the cost of mutually agreed to bargaining time for the ~~2001-2003~~2005-2007 contract negotiations until Labor Day of ~~2001~~2007. From Labor Day until the conclusion of the bargaining session, the Employer and the Union agree to equally share the cost.

The shared cost will apply only to each of the thirty (30) employees of the six (6) bargaining units represented by the Wisconsin State Employees Union. The qualifying shared time will be recorded as time off without loss of pay.

NEGOTIATING NOTE NO. 12
~~2003-2005~~2005-2007 AGREEMENT
NOTICE OF DISCIPLINARY ACTIONS

During negotiations of the 1999-2001 WSEU contract, the Labor and Management bargaining team has become aware of the need to strengthen the communication process between supervisors and employees relative to the manner in which employees are advised of pending disciplinary actions.

It is often the case that supervisors verbally inform an employee that certain discipline will follow a specific act. However, because of the nature of the discipline and the level of management approval required, the time necessary to effect the discipline may be considerable.

In an effort to deal with this problem in a meaningful manner at the local level, we have agreed that supervisors and managers should provide formal notice of disciplinary actions to employees as soon as possible after the decision to discipline is made and announced to the employee. If there should be some unforeseen administrative problems that deter the processing of the official notice, the employee should be advised accordingly. Hopefully this process will relieve some of the anxiety which now exists among employees when they are verbally told a disciplinary action is forthcoming.

NEGOTIATING NOTE NO. 13
~~2003-2005~~2005-2007 AGREEMENT
MEMO - PERFORMANCE EVALUATIONS

DATE: July 19, 1985

TO: Agency Personnel Managers

FROM: Howard Fuller, Secretary
Department of Employment Relations

SUBJECT: Performance Evaluations

The performance evaluation process for employees is a necessary and important component of all well-managed organizations. The State is no exception. I believe strongly in the process and intend to see it develop in the coming years.

To this end certain questions have been raised during the current round of negotiations regarding the content of written performance evaluations. Specifically, concerns have been raised regarding direct references to department work rule violations which are occasionally contained in employees' annual performance evaluations.

Under cover of this memorandum, I am directing State Agencies to advise their supervisors to refrain from quoting specific work rules in written performance evaluations. Since performance evaluations are not discipline, but are part of an employee's permanent record, such evaluations could conceivably be misconstrued as disciplinary actions.

Performance should be discussed directly in the annual evaluations. Examples of good or bad performance can be made, and references to specific deficiencies are acceptable.

In closing, I would like to restate that my concerns lie with specific work rule references being included in the annual evaluations and the need to keep such references out of them. Even if the performance represents a work rule violation, only the description of the unacceptable performance should be included in the evaluation. I would appreciate your cooperation in insuring that this directive is implemented.

NEGOTIATING NOTE NO. 14

~~2003-2005~~2005-2007 AGREEMENT

MEMO - GRIEVANCE RESPONSES

TO: Department Personnel Managers

FROM: Al Hunsicker
Division of Collective Bargaining
Department of Employment Relations

SUBJECT: Grievance Responses

During the course of negotiations, a problem was identified relative to the timely processing of contractual grievances at Steps 1 and 2 under the WSEU contract.

The purpose of this memorandum is to reiterate management's position that all grievances must be processed promptly and within the limits prescribed by the contracts. I recognize that circumstances may arise which make it impossible to meet the time limits. In cases such as these, an extension of the time limit should be requested and handled as follows:

A. Contact the local steward when an extension is needed to arrange for an extension.

B. Management's representative should contact the grievant's supervisor to inform him or her of the extension.

C. The steward will contact the grievant.

It is important that grievances be responded to in a timely manner and that the persons concerned are aware of the status of the grievance in order to resolve differences at the earliest possible time.

cc: WSEU Council 24

NEGOTIATING NOTE NO. 15

~~2003-2005~~2005-2007 AGREEMENT

OFFENDER CLASSIFICATION SPECIALIST PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Offender Classification Specialist:

Offender Classification Specialist (A)	PR 12-06
Offender Classification Specialist (B)	PR 12-07

Concept: This change in class title combines the Offender Classification Specialist-Entry, and Offender Classification Specialist-Objective into the single classification of Offender Classification Specialist.

Pay Structure: Effective the first of day of the pay period following the effective date of the contract, the pay progression structure for the Offender Classification Specialist classification will be as follows: Upon appointment to a position allocated to the classification of Offender Classification Specialist, the employee will be paid on the PR 12-06 pay grid/schedule. After eighteen (18) months time in pay status in classification as an Offender Classification Specialist (A), the employee will be paid on the PR 12-07 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Offender Classification Specialist *Offender Classification Specialist (A) *Offender Classification Specialist (B)	PR 12-06 PR 12-07	Upon appointment 18 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows: Offender Classification Specialist-Entry. If an employee has less than eighteen (18) months in pay status at the Offender Classification Specialist-Entry, the employee will be placed at the (A) pay range assignment (PR 12-06). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of eighteen (18) months in pay status as either Offender Classification Specialist-Entry or Offender Classification Specialist (A) or combination of both.

If an employee has greater than eighteen (18) months in pay status at the Offender Classification Specialist-Entry, the employee will be placed at the (B) pay range assignment (PR 12-07).

Offender Classification Specialist-Objective. All employees at this classification level will be placed at the (B) pay range assignment (PR 12-07).

~~NEGOTIATING NOTE NO. 16~~

~~2003-2005AGREEMENT~~

~~DNR - HEALTH & SAFETY PROBLEMS~~

~~The Department of Natural Resources agrees to discuss and resolve health and safety problems at the local level.~~

~~NEGOTIATING NOTE NO. 17~~

~~2003-2005 AGREEMENT~~

~~MEMO - REIMBURSEMENT OF TRAVEL EXPENSES~~

~~TO: All Agency Heads~~

~~FROM: Jon E. Litscher, Secretary~~

~~Department of Employment Relations~~

~~SUBJECT: Reimbursement of Travel Expenses~~

~~During the recent contract negotiations with the Wisconsin State Employees Union, there were discussions regarding the timely reimbursement of travel expenses. It was the understanding during the negotiations that travel expense reimbursement should be implemented as expeditiously as possible.~~

~~Similarly, if a specific reimbursement expense is in dispute, only that amount should be withheld pending resolution of the dispute. Those amounts not in dispute should continue to be processed in a timely manner.~~

~~I am asking all agencies to do their utmost to comply with this understanding.~~

~~NEGOTIATING NOTE NO. 18~~

~~2003-2005 AGREEMENT~~

~~MEMO - DNR USE OF PESTICIDES~~

~~October 29, 1985 IN REPLY REFER TO: 9500~~

~~TO:~~

~~Dear (to be determined at a later date):~~

~~This memo is in answer to your concerns about the use of pesticides or experimental chemicals by department employees. Russ Dunst, our Toxics Coordinator, looked into this and found there were actually three incidences in which the Department engaged in evaluation of pesticides.~~

~~The Department does cooperate with other agencies and researchers in evaluating "experimental" pesticides or pesticide usage. There are two types of evaluations:~~

~~1. Evaluation of new pesticides, and~~

~~2. Evaluation of new uses for existing pesticides.~~

~~The Department has participated in three new use evaluations in recent years. We do have a policy, however, against new pesticide evaluations.~~

~~The three "new use" evaluations were:~~

~~1. Tydrin: Langlade County Forest, in cooperation with the University of Wisconsin-Madison, 1983 (was actually not a DNR experiment).~~

~~2. Bayleton: Hayward Nursery, 1984-1985 - A copy of this report is attached.~~

~~3. Furadan: Avoca Wildlife Area, cooperation with U.S. Forest Service, 1984-1985 - A copy of that report is attached.~~

~~These pesticides are commonly used in many types of situations, and the evaluations were aimed at expanding the present EPA registration.~~

~~In addition to the above information, we have agreed to release to you the report and recommendations from the Committee on Pesticide Programs. A copy of that is attached. In addition to this, I commit to you that we will be glad to furnish you with any future reports and recommendations from this committee.~~

~~Sincerely,~~

~~C.D. Besadny~~

~~Secretary~~

~~**NEGOTIATING NOTE NO. 19**~~

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

~~**MEMO - DNR IDENTIFICATION OF NON-UNIFORMED PERSONNEL**~~

~~October 29, 1985 IN REPLY REFER TO: 9500~~

~~TO:~~

~~Dear (to be determined):~~

~~This letter addresses your concerns on the identification issue of non-uniformed personnel within the Department of Natural Resources. We have had a standing committee (Manual Code 9122.1) looking at this issue for quite some time.~~

~~Various suggestions and reports have come out of this committee, but unfortunately we have not been able to determine, as yet, an economically feasible and acceptable way of universally identifying our non-uniformed employees. This committee is currently chaired by Linda Bochert of my office.~~

~~Any input from your counsel will be greatly appreciated.~~

~~Sincerely,~~

~~C.D. Besadny~~

~~Secretary~~

NEGOTIATING NOTE NO. ~~20~~16

~~2003-2005~~2005-2007 AGREEMENT

OVERTIME FOR FIRE CRASH RESCUE SPECIALIST CLASSIFICATION

Notwithstanding the overtime provisions contained in Article VI of the Agreement, employees in positions in this classification will be eligible for overtime compensation at the premium rate only after they exceed one hundred six (106) hours in pay status in a biweekly pay period. Such compensation may be paid in either cash or compensatory time off at the Employer's discretion.

NEGOTIATING NOTE NO. ~~21~~17

~~2003-2005~~2005-2007 AGREEMENT

ORDER OF APPLICATION OF TRANSACTIONS INVOLVING PAY ADJUSTMENTS WHICH OCCUR ON THE SAME DATE

Any pay adjustment transactions taken under the provisions of the Agreement shall be implemented in accordance with the present provisions of ER 29.04, Wis. Admin. Code unless otherwise stated in this Agreement.

~~**NEGOTIATING NOTE NO. 22**~~

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

~~The language in 11/12/5A may also be applied to part-time educational leaves of absence~~.

~~**NEGOTIATING NOTE NO. 23**~~

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

~~**DUTY DISABILITY BENEFITS**~~

~~The provisions of s. 40.65, Wis. Stats., as an employee benefit will be continued for all eligible protective status employees covered by these agreements.~~

NEGOTIATING NOTE NO. ~~24~~18

~~2003-2005~~2005-2007 AGREEMENT

VACATION CARRYOVER FOR UNION BARGAINING TEAM

Employee members of the WSEU master bargaining teams who are unable to schedule their vacation due to ongoing negotiations may carryover unused vacation into the first (1st) six (6) months of the ensuing calendar year.

NEGOTIATING NOTE NO. ~~25~~19

~~2003-2005~~2005-2007 AGREEMENT

TIME REPORTING RECORDS - BLUE COLLAR UNIT

Employee time reporting records shall be made available for inspections upon written request from the local union president. If copies of records are requested, reasonable copy fees will be charged.

~~**(Historical note: Negotiating Notes No. 26 and 27 were deleted due to references to Law Enforcement issues.)**~~

NEGOTIATING NOTE NO. ~~28~~20

~~2003-2005~~2005-2007 AGREEMENT

DUTIES OUTSIDE OF POSITION DESCRIPTION

Employees will not be disciplined for refusing to do sign or foreign language interpretation or "formal" classroom training unless explicitly required to do those duties in their position description.

NEGOTIATING NOTE NO. ~~29~~21

~~2003-2005~~2005-2007 AGREEMENT

ANNUAL LEAVE SCHEDULE - FIRE CRASH RESCUE

For employees in the classifications of Fire Crash Rescue Specialist 1-3 at the Department of Military Affairs, the following Annual leave schedule will apply.

Annual leave shall be based upon seniority date at the rate of:

A. One hundred and twenty (120) hours each year for a full year of service during the first five (5) years of service.

B. One hundred and sixty eight (168) hours each year for a full year of service during the next five (5) years of service.

C. One hundred and eighty four (184) hours each year for a full year of service during the next five (5) years of service.

D. Two hundred and sixteen (216) hours each year for a full year of service during the next five (5) years of service.

E. Two hundred and thirty two (232) hours each year for a full year of service during the next five (5) years of service.

F. Two hundred and fifty six (256) hours each year for a full year of service for all succeeding years of service.

The above annual leave schedule is based on a regular, recurring work schedule averaging ninety-six (96) hours per pay period during a calendar year. The Employer will prorate annual leave earnings for employees who are scheduled to work more or less than an average of ninety-six (96) hours per pay period on a regular, recurring basis during a calendar year.

The provisions of this note shall take effect for the calendar year beginning January 1, 2003. No other contractual leave or benefits will be affected by implementation of this negotiating note.

NEGOTIATING NOTE NO. ~~30~~22

~~2003-2005~~2005-2007 AGREEMENT

During the course of negotiating the 1993-95 Agreement, representatives from the Department of Corrections and the Union agreed to a dress and grooming code for all uniformed and non-uniformed correctional officers of the Department of Corrections, including the Wisconsin Resource Center.

~~**NEGOTIATING NOTE NO. 31**~~

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

~~***FOR INFORMATIONAL PURPOSES ONLY*:** The current Officer A, B and Officer-Lead classifications will be changed to Correctional Officer and Correctional Sergeant classifications respectively effective December 29, 2002, or the first pay period following the effective date of the Agreement, whichever is later.~~

~~Employees in positions classified as Correctional Officer or Correctional Sergeant at either the Department of Corrections or the Department of Health and Family Services shall be eligible for transfer between the two agencies consistent with Article VII, Section 3, of the Master Agreement. Transfers pursuant to this negotiating note are subject to any training requirements imposed by DOC or DHFS.~~

~~**NEGOTIATING NOTE NO. 32**~~

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

~~Officers who escort inmates to the University of Wisconsin Hospital for medical appointments will be allowed the option of eating bag lunches provided at the U.W. Hospital or to eat at restaurants utilizing the drive-through service on the way home from the hospital appointment. Oakhill staff are excluded due to mileage requirements.~~

~~In order to avoid creation of overtime, officers will make every effort to stay within normal trip timelines.~~

~~(Note for historical purposes: Negotiating Note No. 33 on State Patrol Inspectors' meal policy was deleted from the 2003-05 Contract.)~~

NEGOTIATING NOTE NO. ~~34~~23

~~2003-2005~~2005-2007 AGREEMENT

EMPLOYMENT AND TRAINING COUNSELOR PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Employment and Training Counselor:

Employment and Training Counselor (A)	PR 12-04
Employment and Training Counselor (B)	PR 12-05
Employment and Training Counselor (C)	PR 12-06

Concept: This change in class title combines the Job Service Counselor 1, Job Service Counselor 2, Job Service Counselor 3, and Job Service Counselor 4 into the single classification of Employment and Training Counselor.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Employment and Training Counselor classification will be as follows:

Upon appointment to a position allocated to the classification of Employment and Training Counselor, the employee will be paid on the PR 12-04 pay grid/schedule. After twelve (12) months in

pay status in classification as an Employment and Training Counselor (A), the employee will be paid on the PR 12-05 pay grid/schedule. After an additional twelve (12) months time in pay status as an Employment and Training Counselor (B) (twelve [12] months at PR 12-04 and twelve [12] months at PR 12-05), the employee will be paid on the PR 12-06 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	**Pay Range**	**Time in Class**
Employment and Training Counselor	PR 12-04	Upon appointment
*Employment and Training Counselor (A)	PR 12-05	12 months at the (A) level**
*Employment and Training Counselor (B)	PR 12-06	12 months at the (B) level**
*Employment and Training Counselor (C)		

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows:

If an employee has less than twelve (12) months in pay status at the Job Service Counselor 1, the employee will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Job Service Counselor 1 or Employment and Training Counselor (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Job Service Counselor 1, the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of twenty-four (24) months in pay status as either a Job Service Counselor 1 or Employment and Training Counselor (B) or combination of both.

If an employee has less than twelve (12) months in pay status at the Job Service Counselor 2, the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of twelve (12) months in pay status as either a Job Service Counselor 2 or Employment and Training Counselor (B) or combination of both.

If the employee has more than twelve (12) months in pay status at the Job Service Counselor 2 or Employment and Training Counselor (B) or a combination of both, the employee will be placed at the (C) pay range assignment (PR 12-06).

Job Service Counselor 3. All employees at this classification level will be placed at the (C) pay range assignment (PR 12-06).

Job Service Counselor 4. All employees at this classification level will be placed at the (C) pay range assignment (PR 12-06).

NEGOTIATING NOTE NO. ~~35~~24
~~2003-2005~~2005-2007 AGREEMENT
LIGHT DUTY

Section 230.36, Wis. Stats.

For a s. 230.36 compensable injury, light duty refers to temporary alternate duties for an employee who is returning to work with medical limitations identified by the employee's attending physician that prevent the employee from performing his/her regular duties.

The Employer will first give consideration to light duty assignments that are as closely related as possible to the employee's normal duties and do not result in a significant impact on co-workers. Other possible options the Employer may consider include:

A. temporary assignment to alternate job duties within classification;

B. temporary creation of a post to be used for light duty accommodations if resources are available;

C. approval of a temporary agreement between two employees to exchange job duties (posts);

D. reallocation of time spent on duties normally assigned.

The Employer agrees not to displace employees with an employee returning to work with light duty limitations.

Local negotiations concerning s. 230.36, Wis. Stats., light duty shall be limited to procedures for implementing light duty pursuant to the options mentioned above.

Upon notification to the union, an employee may be required to submit to physical and/or medical examinations to determine the ability or inability to work light duty. Such examination shall be performed by a physician mutually agreed upon by OSER and Council 24. The costs shall be shared equally by both parties. If a physician cannot be mutually agreed upon within 30 calendar days of notification to the union, such examination will be at the expense of the Employer and performed by a physician selected by the Employer.

Worker's Compensation

Worker's Compensation is administered by the Department of Administration under the provisions of Chapter 102, Wis. Stats. The Department of Administration may delegate this responsibility to an agency (e.g. DOT, UW) but maintains statutory oversight. It is in the best interest of the employee and the Employer to return injured employees to work as soon as they are medically able. Light duty may allow injured workers to temporarily resume partial or alternate duties that accommodate their medical restrictions. Light duty opportunities are subject to the employee's medical restrictions and the Employer's ability to reasonably accommodate them.

Non-Work Related

When requested, employees with non-work related injuries will receive information on available benefits and possible light duty options. At management's discretion, light duty will be provided when available. The decision to deny light duty shall not be arbitrary. Current local agreements and practices concerning light duty will be extended unless mutually agreed otherwise.

~~NEGOTIATING NOTE NO. 36~~

~~2003-2005 AGREEMENT~~

~~NOTICE OF SUSPENSIONS WITH PAY~~

~~The Employer agrees that when a written note of suspension with pay, pending an Employer investigation, is sent to an employee, a copy of the notice will also be provided to the Local Union president or his/her designee.~~

~~NEGOTIATING NOTE NO. 37~~

~~2003-2005 AGREEMENT~~

~~CORRESPONDENCE/MEMORANDUM~~

~~STATE OF WISCONSIN~~

~~DEPARTMENT OF EMPLOYMENT RELATIONS~~

~~DATE: June 18, 1993~~

~~TO: Agency Heads~~

~~FROM: Jon E. Litscher, Secretary~~

~~Department of Employment Relations~~

~~SUBJECT: Layoff~~

~~During the course of the 1993-95 labor contract negotiations with the Wisconsin State Employees Union, prolonged discussion was held concerning the issue of Layoff and the provisions of Article VIII of the WSEU Agreement. The Union's concerns centered primarily around the issues related to timely communication to employees of the Employer's decisions to layoff employees and assistance to employees designated for layoff. To address these concerns while operating within the current language of the Agreement, it is recommended that agencies:~~

~~(1) Provide maximum notice to employees designated to be laid off so as to allow them maximum time to explore alternative employment options. In many cases, this maximum notice may well exceed current labor agreement requirements; and~~

~~(2) Provide for the appointment of an "Agency Coordinator," when thirty (30) or more employees are designated for layoff, to assist those employees in exploring their options; and~~

~~(3) Give serious hiring consideration to qualified employees of other agencies who have been designated in writing as "at-risk" of future layoff or have received notice of layoff, combined with the hiring of individuals from the Civil Service Certification Eligibility List(s).~~

~~Incorporating the above recommendations into your layoff and hiring plans and procedures will help your employees deal with the inherent uncertainties present when facing a layoff.~~

~~cc: Agency Personnel Office~~

~~Agency ER Representatives~~

~~NEGOTIATING NOTE NO. 38~~

~~2003-2005 AGREEMENT~~

~~CORRESPONDENCE/MEMORANDUM~~

~~STATE OF WISCONSIN~~

~~DEPARTMENT OF EMPLOYMENT RELATIONS~~

~~DATE: June 9, 1993~~

~~TO: Agency Heads~~

~~FROM: Jon E. Litscher, Secretary~~

~~Department of Employment Relations~~

~~SUBJECT: Alternative Work Schedules~~

~~During the course of the 1993-95 labor contract negotiations with the Wisconsin State Employees Union, the issue of Alternative Work Schedules was raised by Union Representatives. More specifically, those Representatives indicated that it was their perception that requests for alternative scheduling arrangements were being rejected out-of-hand with little or no discussion between employees, union and supervisors.~~

~~The purpose of this memo is to remind all Employer representatives to review the provisions of Article VI, Section 15 (Alternative Work Patterns) and the intent of that provision. The intent was to reflect the Employer's strong encouragement of Agencies to consider and work toward the development of such working arrangements. Due consideration should be given such requests and out-of-hand rejection should be avoided. Especially important is the serious consideration of such requests and an open and frank discussion with employees and the Union. Keep in mind, also, that implementation of alternative work pattern arrangements is only with the mutual agreement of the Union.~~

~~The Union has also been advised that requests for Alternative Work Schedules that are not approved may be referred to Agency Employment Relations or Personnel Offices to assure such requests were handled in accordance with the intent of Article VI, Section 15.~~

~~cc: Agency Personnel Directors~~

~~Agency Employment Relations Representatives~~

~~NEGOTIATING NOTE NO. 39~~

~~2003-2005 AGREEMENT~~

~~STATE OF WISCONSIN~~

~~DEPARTMENT OF EMPLOYMENT RELATIONS~~

~~June 18, 1993~~

~~Mr. Marty Beil~~

~~Executive Director~~

~~AFSCME Council 24~~

~~Wisconsin State Employees Union~~

~~5 Odana Court~~

~~Madison, WI 53719~~

~~Dear Marty:~~

~~As discussed with Sue Christopher of the Department of Transportation, the Division of Merit Recruitment and Selection would be happy to make our computer-based version of the **Current Employment Opportunities Bulletin** and the **State Employee Promotional and Transfer Bulletin** available to your union, for use restricted to WSEU Council 24.~~

~~Our preference would be to make it available to you through electronic transmission, as we do for state agencies. Each week, we make the bulletins available for downloading to state agencies. Each agency downloads the bulletins via modem.~~

~~Please contact Dr. Dennis Huett of my staff to make arrangements. His telephone number is 266-3634.~~

~~If you have any questions or need more information, please contact me or Dr. Huett.~~

~~Sincerely,~~

~~Robert J. Lavigna~~

~~Administrator~~

~~Division of Merit Recruitment and Selection~~

~~cc: Mr. Joe Pellitteri~~

~~Mr. Glen Blahnik~~

~~Dr. Dennis Huett~~

~~Ms. Sue Christopher~~

~~NEGOTIATING NOTE NO. 40~~

~~2003-2005 AGREEMENT~~

~~If, during the term of the 1995-1997 Agreement, the Employer determines that electronic deposit of dues and/or the electronic transfer of information to the local union is feasible, the Employer will discuss implementation with Council 24.~~

NEGOTIATING NOTE NO. ~~41~~25

~~2003-2005~~2005-2007 AGREEMENT

Dues deduction reports from the University of Wisconsin-Madison payroll system will continue on a monthly basis pending consolidation of the University of Wisconsin payroll functions. Representatives from Council 24 and the University of Wisconsin Central Payroll shall meet for the purpose of determining reporting requirements to meet the needs of the Union.

NEGOTIATING NOTE NO. ~~42~~26

~~2003-2005~~2005-2007 AGREEMENT

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

NEGOTIATING NOTE NO. ~~43~~27

~~2003-2005~~2005-2007 AGREEMENT

September 13, 1993

TO: Marty Beil

FROM: Joe Pellitteri

RE: 1993-1995 Pay Progression Systems (Grids)

In negotiating pay progression systems (grids) under the 1993-1995 contract, it is the Employer's intent to establish pay structures which can continue from one contract to another. Continuance of the grids is, of course, dependent on the State's economic constraints at the time new contracts are being negotiated.

NEGOTIATING NOTE NO. ~~44~~28

~~2003-2005~~2005-2007 AGREEMENT

September 13, 1993

TO: Marty Beil

FROM: Joe Pellitteri

RE: Raised Minimum Rates (RMRs), Hiring Above the Minimum (HAM)

In that seniority pay grids have been negotiated for the 1993-1995 WSEU contract, the Employer will not implement RMRs or approved HAM requests for classifications covered under the contract for the life of the Agreement.

Seniority pay grids are designed to place employees at pay rates commensurate with their seniority.

~~NEGOTIATING NOTE NO. 45~~

~~2003-2005 AGREEMENT~~

~~TRANSFER~~

~~The Department of Employment Relations will issue a memorandum stating that the classification of the position being posted for transfer should have an accurate, up-to-date position description.~~

~~**NEGOTIATING NOTE NO. 46**~~

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

~~Annual state owned vehicle automobile or truck assignments for highway construction (D.O.T.) shall be made wherever possible prior to April 1 of each year. Employees assigned such vehicles shall retain such vehicles for the duration of the annual construction season (April 1 – March 31) while assigned to the field, unless mutually agreed otherwise. Employees not assigned a state-owned automobile or truck shall not be required to accept a subsequently available state-owned automobile or truck during the remainder of that annual construction season while assigned to the field, unless mutually agreed otherwise.~~

NEGOTIATING NOTE NO. 4~~7~~29

~~2003-2005~~2005-2007 AGREEMENT

COUNTERPART PAY RANGE COMPARISON CHART

It is the agreement of the parties to include as an appendix to the WSEU Master Agreement the counterpart pay range comparison chart of the WSEU represented classifications as produced by the Office of State Employment Relations. WSEU Council 24 will be provided with updates.

NEGOTIATING NOTE NO. 4~~8~~30

~~2003-2005~~2005-2007 AGREEMENT

PASSING OF MEDICATION

In the Department of Corrections, the Employer recognizes that while the passing of medication by Correctional Officers and Youth Counselors is an assigned job duty, the knowledge for the performance of this job duty is outside the scope of their profession.

Therefore, the Employer agrees that no discipline, or liability, will be imposed upon any Correctional Officer or Youth Counselor for unintentional errors made during the passing of medication.

The Employer also agrees not to expand the passing of medication to those institutions/centers not currently performing those duties, unless the Employer can demonstrate that there is no other practicable means to distribute medication within those institutions/centers.

NEGOTIATING NOTE NO. ~~49~~31
~~2003-2005~~2005-2007 AGREEMENT
LEADERSHIP INSTITUTE

The Employer and the Union will meet and collaborate to establish a leadership institute. The purpose of this institute is to create a forum for developing leadership skills and an environment to create a process of change and problem solving for those in the public sector. The structure, format and funding will be established through mutual agreement.

NEGOTIATING NOTE NO. ~~50~~32
~~2003-2005~~2005-2007 AGREEMENT

During the course of the 1995-1997 labor contract negotiations, discussion was held concerning the use of VDT/CRT equipment.

It is the mutual intent of the parties to reduce the risk of workers compensation claims and improve overall productivity. The agencies agree to keep a record of all VDT/CRT related workers compensation injuries. Employees are encouraged to take periodic breaks from VDT/CRT use and practice appropriate exercises.

~~NEGOTIATING NOTE NO. 51~~
~~2003-2005 AGREEMENT~~
~~DEPARTMENT OF NATURAL RESOURCES: NATIONAL INCIDENT COMMAND SYSTEM OUT-OF-AGENCY ASSIGNMENT~~

~~The parties agree that within one hundred twenty (120) days of the effective date of the 1995-1997 Agreement, the Department of Natural Resources will convene a meeting with representatives from the Forestry Technician (Fire Control) work force with the intent to discuss and resolve issues raised during the 1995-1997 master negotiations concerning out-of-agency assignment of Department of Natural Resources employees. Up to two (2) Forestry Technicians from each of five (5) affected districts, who have participated in out-of-agency assignment within the last four (4) years, will be selected to attend such meeting. Employee representatives will be selected by mutual agreement~~

~~between the Employer and WSEU. The President and Vice President of Local 1218, along with a Council 24 designated representative, will also attend. Attendance will be without loss of pay and with reimbursement for necessary travel expenses.~~

NEGOTIATING NOTE NO. ~~52~~33

~~2003-2005~~2005-2007 AGREEMENT

DEPARTMENT OF TRANSPORTATION - DIVISION OF MOTOR VEHICLES ONLY

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

NEGOTIATING NOTE NO. ~~53~~34

~~2003-2005~~2005-2007 AGREEMENT

ADD-ON PILOT PROGRAM

During the course of the 1997-99 WSEU negotiations, the parties discussed alternative compensation patterns dealing with responsibilities and other duties as may be assigned to employees. These discussions will continue in the ongoing interim class meetings. The initial focus will be on a few carefully selected classes in which we will use an add-on form of compensation as a pilot. These pilots will be reviewed during the 1999-2001 set of negotiations by the parties.

There is no guarantee that these pilots will continue into the next collective bargaining agreement.

It is understood that because of the joint nature of the decision regarding the application of add-ons, and the fact that it is a pilot program, the Union agrees that actions specific to add-ons and assignments for these affected workers are not grievable, or appealable.

~~**NEGOTIATING NOTE NO. 54**~~

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

~~**DEPARTMENT OF NATURAL RESOURCES: COLD WEATHER PROTECTIVE CLOTHING**~~

~~The parties agree that within ninety (90) days of the effective date of the 1997-99 Agreement, the Department of Natural Resources will convene a joint union-management meeting with representatives of AFSCME Council 24 - WSEU and WSEU Locals 1218 and 1215 to discuss and resolve issues raised during the 1997-99 master negotiations concerning the provision of cold weather protective clothing to Department of Natural Resources employees. Four (4) union-designated employee representatives will attend without loss of pay.~~

~~The Department will provide insulated coveralls and gloves, upon employee request, to protect personal clothing of Forestry Technicians from paint damage when they are required to mark trees during winter months. Such insulated, protective clothing will remain the property of the Employer and is not for personal use of employees.~~

~~(Historical note: Negotiating Note No. 55 was deleted because it addressed only an LE issue.)~~

NEGOTIATING NOTE NO. ~~56~~35

~~2003-2005~~2005-2007 AGREEMENT

Date: July 1, 1999

To: Agency Heads

From: Peter D. Fox, Secretary
Department of Employment Relations

Subject: Harassment in the Work Place

(AS, BC) This is to advise you that new or modified language in the WSEU 1999-2001 Agreement (11/1/5/G., 11/1/6, 11/1/10, 11/1/11, 9/20/1, 9/20/2 and 11/1/9) has been negotiated, addressing the issue of "harassment in the work place", a "hostile work environment" and "violence in the workplace." Many of you may already have programs or offices in place where such issues are routinely addressed. This new language is not intended to supplant any of your existing efforts.

~~**NEGOTIATING NOTE NO. 57**~~

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

~~The Management and the Union bargaining teams encourage OSER and Council 24 to mutually agree to try alternative procedures to improve the arbitration process.~~

NEGOTIATING NOTE NO. ~~58~~36

~~2003-2005~~2005-2007 AGREEMENT

LYME DISEASE PREVENTION

The Employer agrees to reimburse employees who are regularly assigned to field duties which could expose them to the risk of contracting Lyme Disease, the cost of obtaining from their own medical care provider the Lyme Disease vaccination series that is not covered by the employee's present health insurance program. It is understood by the parties that (1) the vaccination is not required or recommended by the Employer; (2) the decision by an employee to obtain the vaccination is strictly voluntary based on the advice of the employee's medical care provider; and (3) the Employer shall have no liability for any side effects the vaccine may have on the employee's health.

NEGOTIATING NOTE NO. ~~59~~37

~~2003-2005~~2005-2007 AGREEMENT

TELECOMMUTING

(AS) The Employer recognizes that telecommuting is a concept that involves formal, scheduled work location alternatives in which an employee may be assigned to work partially at an assigned office and partially at home and that telecommuting alternatives are constantly evolving due to rapidly changing advancements in technology. The Employer and the Union recognize the potential value and benefits of telecommuting and agencies considering telecommuting are encouraged to develop policies where appropriate and feasible after consideration of the Department of Administration's telecommuting guidelines. Implementation of a telecommuting alternative for an employee shall be by mutual agreement between the Employer and the Union.

This negotiating note will sunset on June 30, 2003, unless mutually agreed to extend.

~~**NEGOTIATING NOTE NO. 60**~~

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

~~**POWER PLANT ASSISTANT/OPERATOR ADD-ONS**~~

~~(BC) The Employer and Union recognize that there are recruitment and retention problems in the Power Plant Assistant and Power Plant Operator classification series. To address the most urgent needs, the parties agree that an add-on will be paid to all employees in positions classified as Power Plant Assistant, Power Plant Operator, Power Plant Operator-Senior, and Power Plant Operator-In Charge permanently assigned or temporarily assigned to one of these named facilities for longer than four weeks, as follows:~~

~~UW-Madison Charter Street~~	~~$2.00 per hour~~
~~UW-Milwaukee~~	~~$2.00 per hour~~
~~DOA Capitol Heat & Power~~	~~$1.00 per hour~~

~~These add-ons shall apply to all hours in pay status and are effective the beginning of the pay period following the effective date of this agreement. These add-ons will end when the employee is permanently assigned to a facility that is not granting add-ons or if this add on provision sunsets.~~

~~During the course of the Agreement, the Employer and Union may agree to changes or additions to add-ons for Power Plant Assistants and Power Plant Operators at these and other facilities to address recruitment and retention problems.~~

~~This negotiating note will be reviewed and shall terminate June 25, 2005, unless the collective bargaining agreement is extended by mutual agreement beyond the June 25, 2005, expiration date.~~

NEGOTIATING NOTE NO. ~~61~~<u>38</u>

~~2003-2005~~<u>2005-2007</u> AGREEMENT

CORRECTIONAL OFFICER, CORRECTIONAL SERGEANT, PSYCHIATRIC CARE TECHNICIAN, YOUTH COUNSELOR, YOUTH COUNSELOR AND YOUTH COUNSELOR-ADVANCED PAY ADMINISTRATION

The requirement in Negotiating Note #61 that employees new to one of the listed classification from outside the SPS bargaining unit shall enter at the minimum of the pay range is deleted.

On the first day of the pay period following the effective date of the contract, those employees affected by this requirement on or after May 18th, 2003 shall have their pay adjusted to the appropriate seniority grid point on the May 18th, 2003 – June 30th, 2003 transaction grid.

A lump sum shall be provided equal to the adjusted pay rate minus the pay rate immediately before the adjustment multiplied by the number of hours in pay status from the ate of the personnel transaction for which the requirement was applied to the effective date of the contract.

Effective the first day of the pay period following the effective date of this Agreement, the pay administration for Correctional Officer, Correctional Sergeant, Psychiatric Care Technician, Youth Counselor and Youth Counselor-Advanced will be administered in accordance with pay administration provisions of 12/9 except as follows:

1) After 24 months of time in class all employees in pay schedule/range 05-31 shall make at least $15.105 and employees in pay schedule/range 05-32 shall make at least $16.585. Employees whose base pay exceeds these amounts will receive no other increase, under this provision, after attainment of 24 months time in class.

2) If an employee moves from pay range 31 to pay range 32 after completing 24 months time in class, his or her base pay will be increased by ten percent (10%). If an employee moves from pay range 32 to pay range 31 after completing 24 months time in class, his or her pay would be reduced by ten percent (10%).

3) If an employee moves from pay range 31 to pay range 32 before completing 24 months time in class, his or her base pay will be increased by five percent (5%). If an employee moves from pay range 32 to pay range 31 prior to completing twenty-four (24) months time in class, his or her pay would be reduced by five percent (5%).

In counting the number of hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of time changed to a s. 230.36 claim or Workers Compensation claim.

If the 24 month time in class is attained on the first day of the pay period, the employee's adjustment, if any, will occur on that date.

Time in class shall be defined as any time in pay status in a classification listed in this negotiating note, except that any time in pay status prior to a voluntary break to outside state service or to a classification not listed shall not be counted.

NEGOTIATING NOTE NO. ~~62~~39

~~2003-2005~~2005-2007 AGREEMENT

SOCIAL WORKER - CORRECTIONS PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Social Worker-Corrections:

Social Worker-Corrections (A)	PR 12-04
Social Worker-Corrections (B)	PR 12-05
Social Worker-Corrections (C)	PR 12-07

Concept: This maintains the single classification of Social Worker-Corrections.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, pay progression structure for the Social Worker-Corrections classification will be as follows:

Upon appointment to a position allocated to the classification of Social Worker-Corrections, the employee holding temporary certification/license through the Department of Regulation and Licensing will be paid on the PR 12-04 pay grid/schedule. Once certification/license is received, the employee will be paid on the PR 12-05 pay grid/schedule.

Upon appointment to a position allocated to the classification of Social Worker-Corrections (B), a fully certified/licensed employee will be paid on the PR 12-05 grid/schedule. After eighteen (18) months time in pay status in the classification as a Social Worker-Corrections (B), the employee will be paid on the PR 12-07 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification-Title	Pay Range	Time in Class
Social Worker-Corrections		
*Social Worker-Corrections (A)	PR 12-04	Upon appointment with temporary certification/license

*Social Worker-Corrections (B)	PR 12-05	Upon receipt of full certification/ license or Upon appointment with full certification/license**
*Social Worker-Corrections (C)	PR 12-07	18 months at the (B) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee holds a temporary certification/license through the Department of Regulation and Licensing, the employee will be placed at the (A) pay range assignment (PR 12-04). When an employee is fully certified/licensed through the Department of Regulation and Licensing and the employee provides a copy of the certificate/license to their immediate supervisor, the employee will be moved to the (B) pay range assignment PR 12-05 effective the first day of the pay period following receipt of the copy.

If an employee is fully certified/licensed through the Department of Regulation and Licensing, the employee will be placed at the (B) pay range assignment (PR 12-05). After eighteen (18) months time in pay status in classification as a Social Worker-Corrections (B), the employee will be placed at the (C) pay range assignment (PR 12-07).

Social Worker-Corrections (C). All employees at this classification level will be placed at the (C) pay range assignment (PR 12-07).

NEGOTIATING NOTE NO. ~~63~~40

~~2003-2005~~2005-2007 AGREEMENT

PROBATION AND PAROLE AGENT PAY PROGRESSION

Classification Structure: Effective the first pay period following the effective date of the Agreement, the Employer will implement the classification of Probation and Parole Agent:

Probation and Parole Agent (A) PR 12-04
Probation and Parole Agent (B) PR 12-05
Probation and Parole Agent (C) PR 12-07

Concept: This change in class title combines the Probation and Parole Agent – Entry, Probation and Parole Agent – Objective and Probation and Parole Agent – Senior into the single classification of Probation and Parole Agent.

Pay Structure: Effective the first pay period following the effective date of the Agreement, the pay progression structure for the Probation and Parole Agent classification will be as follows:

Upon appointment to a position allocated to the classification of Probation and Parole Agent, the employee will be paid on the PR 12-04 pay grid/schedule. After eighteen (18) months time in pay status in classification as a Probation and Parole Agent, the employee will be paid on the PR 12-05 pay grid/schedule. After an additional eighteen (18) months time in pay status as a Probation and Parole Agent (eighteen [18] months at PR 12-04 and eighteen [18] months at PR 12-05), the employee will be paid on the PR 12-07 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the contract.

Classification Title	**Pay Range**	**Time in Class**
Probation and Parole Agent		
*Probation and Parole Agent (A)	PR 12-04	Upon Appointment
*Probation and Parole Agent (B)	PR 12-05	18 months at the (A) level**
Probation and Parole Agent (C)	PR 12-07	18 months at the (B) level**

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of time charged to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than eighteen (18) months in pay status at the Probation and Parole Agent, the employee will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of eighteen (18) months in pay status as either a Probation and Parole Agent – Entry or Probation and Parole Agent (A) or combination of both.

If an employee has greater than eighteen (18) months in pay status at the Probation and Parole Agent – Entry (A), the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of eighteen (18) months in pay status as either a Probation and Parole Agent – Objective or Probation and Parole Agent (B) or combination of both.

If an employee has greater than thirty-six (36) months in pay status as a Probation and Parole Agent, the employee will be placed at the (C) pay range assignment (PR 12-07).

Effective April 3, 2005, the following pay range adjustments will be implemented:

Classification Title	**Pay Range**	**Time in Class**
Probation and Parole Agent		
*Probation and Parole Agent (A)	PR 12-05	Upon Appointment
*Probation and Parole Agent (B)	PR 12-06	18 months at the (A) level**
Probation and Parole Agent (C)	PR 12-07	18 months at the (B) level**

NEGOTIATING NOTE NO. ~~64~~41

~~2003-2005~~2005-2007 AGREEMENT

Psychiatric Care Technician 1 Pay

The following will occur with the effective date of the 1999-2001 Agreement:

A. An employee who has served at least two (2) years as a Psychiatric Care Technician 1 but who is ineligible for reclassification to Psychiatric Care Technician 2 will automatically be paid using the appropriate full years of seniority, according to the seniority-based grid for the Psychiatric Care Technician 2 classification.

B. Pay will be set effective the first day of the pay period following the date in which the two (2) years in pay status is attained. In counting time in pay status, the Employer will waive up to sixty (60) days, per occurrence, for time charged to a s. 230.36 claim or a Workers Compensation claim.

C. Pay will continue to be based on the seniority-based grid for Psychiatric Care Technician 2 as long as the employee remains in the Psychiatric Care Technician 1 classification.

NEGOTIATING NOTE NO. ~~65~~42

~~2003-2005~~2005-2007 AGREEMENT

Add-on Pilot for Fire/Crash Rescue Specialists

in the Department of Military Affairs

The employee agrees to implement the following skill based add-on program, effective December 29, 2002, for eligible Fire/Crash Rescue Specialists employed in the Department of Military Affairs:

Skill Category	**Add-on**
State of Wisconsin Certified EMT. Certification must be valid for county in which job is located. Employee must maintain required continuing education and certification to maintain eligibility for add-on.	$.30/hr
DOD Fire Officer Minimum Certification. To be eligible	$.20/h

for this add-on, the employee must have Department of Defense Certifications of Fire Officer I, and Fire Instructor I and HAZMAT Incident Command.	
Red Cross or American Heart Association Certified CPR Instructor. Certification must be valid for county in which job is located. The Base Fire Chief will determine how many instructors are needed at the base. If an additional instructor is needed and the number of applicants for this add-on exceeds the number of instructors needed, the selection shall be based on seniority in classification series, with the most senior employee selected first.	$.20/hr
Department of Defense Certified Specialized Rescue Technician. To be eligible for this add-on, the employee must be a graduate of the United States Air Force/DOD Fire Crash Rescue Course and hold applicable certificates.	$.20/hr
Department of Defense Certified Hazardous Materials Train-the- Trainer. To be eligible for this add-on, the employee must be a graduate of the DOD School at Good Fellow AFB, Texas. The base Fire Chief will determine how many instructors are needed at that base. If an additional instructor is needed and the number of applicants for this add-on exceeds the number of instructors needed, the selection shall be based on seniority in classification series, with the most senior employee selected first.	$.20/hr
Associate Degree in Fire Science. Must be from an accredited school of higher learning within the United States of America.	$.20/hr

ADMINISTRATION PROVISIONS.

All Skill Categories.

Classifications covered by these provisions include Fire/Crash Rescue Specialist 1-Trainee, 1, 2 and 3.

A. The effective date of the add on shall be the beginning of the pay period following receipt by the Fire Chief of proof of eligibility.

B. Any applicable add-on will end immediately if the employee leaves a covered classification or if the employee loses eligibility by failure to maintain certification or obtain required re-certification.

Skill Categories 1 – 5

A. Attainment of eligibility for Skill Categories 1 – 5 shall be without loss of pay, including travel time and at the employer's expense.

B. The employer shall grant the employee's request for attendance at required training necessary to attain or maintain eligibility for skill based all-ons 1- 5. However, the effective date of such leave of absence may be delayed because of certain factors such as the following:

1. Operational needs of the department
2. Number of employees availing or scheduled to avail themselves to attend training
3. Availability of qualified replacements
4. Adequate advanced notice from the employee

C. The employer shall approve or deny the request for training leave within two (2) weeks after the request is received. Any denial shall include written reasons for the denial.

Skill Category 6

Attainment of eligibility for Skill Category 6 shall be administered in accordance with Section 11/12/6 Career Related Training.

NEGOTIATING NOTE NO. ~~66~~43

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EMPLOYMENT AND TRAINING SPECIALIST PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Employment and Training Specialist:

Employment and Training Specialist (A) PR 12-04
Employment and Training Specialist (B) PR 12-05

Concept: This change in class title combines the Job Service Specialist 1, Job Service Specialist 2, and positions within Job Service Specialist 3 that are not assigned lead work or team leader duties into the single classification of Employment and Training Specialist.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Employment and Training Specialist classification will be as follows:

Upon appointment to a position allocated to the classification of Employment and Training Specialist, the employee will be paid on the PR 12-04 pay grid/schedule. After twelve (12) months in pay status in classification as an Employment and Training Specialist (A), the employee will be paid on the PR 12-05 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Employment and Training Specialist		
*Employment and Training Specialist (A)	PR 12-04	Upon appointment
*Employment and Training Specialist (B)	PR 12-05	12 months at the (A) level**

*Payroll System designation for Pay Range reference
**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Job Service Specialist 1, the employee will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employee will be moved to

the (B) pay range assignment after a total of twelve (12) months in pay status as either a Job Service Specialist 1 or Employment and Training Specialist (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Job Service Specialist 1, the employee will be placed at the (B) pay range assignment (PR 12-05).

Job Service Specialist 2. All employees at this classification level will be placed at the (B) pay range assignment (PR 12-05).

Job Service Specialist 3. All employees except lead workers and team leaders will be placed at the (B) pay range assignments (PR 12-05).

NEGOTIATING NOTE NO. ~~67~~44

~~2003-2005~~2005-2007 AGREEMENT

LABOR MARKET ANALYST PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Labor Market Analyst:

Labor Market Analyst (A)	PR 12-04
Labor Market Analyst (B)	PR 12-05
Labor Market Analyst (C)	PR 12-06

Concept: This change in class title combines the Labor Market Analyst 1, Labor Market Analyst 2, Labor Market Analyst 3, and Labor Market Analyst 4 into the single classification of Labor Market Analyst.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Labor Market Analyst classification will be as follows:

Upon appointment to a position allocated to the classification of Labor Market Analyst, the employee will be paid on the PR 12-04 pay grid/schedule. After twelve (12) months in pay status in classification as a Labor Market Analyst, the employee will be paid on the PR 12-05 pay grid/schedule. After an additional twelve (12) months time in pay status as a Labor Market Analyst (twelve [12] months at PR 12-04 and twelve [12] months at PR 12-05), the employee will be paid on the PR 12-06 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Labor Market Analyst		
*Labor Market Analyst (A)	PR 12-04	Upon appointment
*Labor Market Analyst (B)	PR 12-05	12 months at the (A) level**
*Labor Market Analyst (C)	PR 12-06	12 months at the (B) level**

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Labor Market Analyst 1, the employee will be placed at the (A) pay range assignment (PR 12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Labor Market Analyst 1 or Labor Market Analyst (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Labor Market Analyst 1, the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of twenty-four (24) months in pay status as either a Labor Market Analyst 1 or Labor Market Analyst (B) or combination of both.

If an employee has less than twelve (12) months in pay status at the Labor Market Analyst 2, the employee will be placed at the (B) pay range assignment (PR 12-05). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment after a total of twelve (12) months in pay status as either a Labor Market Analyst 2 or Labor Market Analyst (B) or combination of both.

If the employee has more than twelve (12) months in pay status at the Labor Market Analyst 2, the employee will be placed at the (C) pay range assignment (PR 12-06).

Labor Market Analyst 3. All employees at this classification level will be placed at the (C) pay range assignment (PR 12-06).

Labor Market Analyst 4. All employees at this classification level will be placed at the (C) pay range assignment (PR 12-06).

NEGOTIATING NOTE NO. ~~68~~45

~~2003-2005~~2005-2007 AGREEMENT

APPRENTICESHIP TRAINING REPRESENTATIVE PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Apprenticeship Training Representative:

Apprenticeship Training Representative (A) PR 12-05
Apprenticeship Training Representative (B) PR 12-06
Apprenticeship Training Representative (C) PR 12-07

Concept: This change in class title combines the Industry and Labor Training Coordinator 1 and Industry and Labor Training Coordinator 2 into the single classification of Apprenticeship Training Representative.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Apprenticeship Training Representative classification will be as follows:

Upon appointment to a position allocated to the classification of Apprenticeship Training Representative, the employee will be paid on the PR 12-05 pay grid/schedule. After twelve (12) months in pay status in classification as an Apprenticeship Training Representative (A), the employee will be paid on the PR 12-06 pay grid/schedule. After an additional twelve (12) months time in pay status as an Apprenticeship Training Representative (B) (twelve [12] months at PR 12-05 and twelve [12] months at PR 12-06), the employee will be paid on the PR 12-07 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Apprenticeship Training Representative		
*Apprenticeship Training Representative (A)	PR 12-05	Upon appointment
*Apprenticeship Training Representative (B)	PR 12-06	12 months at the (A) level**
*Apprenticeship Training Representative (C)	PR 12-07	12 months at the (B) level**

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Industry and Labor Training Coordinator 1, the employee will be placed at the (A) pay range assignment (PR 12-05). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either an Industry and Labor Training Coordinator 1 or Apprenticeship Training Representative (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Industry and Labor Training Coordinator 1, the employee will be placed at the (B) pay range assignment (PR 12-06). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment (PR 12-07) after a total of twenty-four (24) months in pay status as either a Industry and Labor Training Coordinator 1 or Apprenticeship Training Representative (B) or combination of both.

If an employee has less than twelve (12) months in pay status at the Industry and Labor Training Coordinator 2, the employee will be placed at the (B) pay range assignment (PR 12-06). If placed at the (B) pay range assignment, the employee will be moved to the (C) pay range assignment (PR 12-07) after a total of twelve (12) months in pay status as either an Industry and Labor Training Coordinator 2 or Apprenticeship Training Representative (B) or combination of both.

If the employee has more than twelve (12) months in pay status at the Industry and Labor Training Coordinator 2, the employee will be placed at the (C) pay range assignment (PR 12-07).
and Labor Training Coordinator 2, the employee will be placed at the (C) pay range assignment (PR 12-07).

NEGOTIATING NOTE NO. ~~69~~46

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VOCATIONAL REHABILITATION COUNSELOR PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Vocational Rehabilitation Counselor:

Vocational Rehabilitation Counselor (A)	PR 12-07
Vocational Rehabilitation Counselor (B)	PR 12-08

Concept: This change in class title combines the Vocational Rehabilitation Counselor and Vocational Rehabilitation Counselor-Senior into the single classification of Vocational Rehabilitation Counselor.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Vocational Rehabilitation Counselor classification will be as follows:

An employee classified as a Vocational Rehabilitation Counselor-In Training who becomes a licensed Counselor as determined by the Department of Regulations and Licensing will be allocated to Vocational Rehabilitation Counselor and will be placed at the (A) pay range assignment (PR 12-07). The allocation will be effective the beginning of the pay period following Employer's receipt of written confirmation of licensure to practice as a counselor.

Upon appointment to a position allocated to the classification of Vocational Rehabilitation Counselor, a licensed employee will be paid on the PR 12-07 pay grid/schedule. After twelve (12) months in pay status in classification as a Vocational Rehabilitation Counselor (A), the employee will be paid on the PR 12-08 pay grid/schedule. The employee's pay on each of the grids/schedules shall be in accordance with the provisions of the Agreement.

Classification Title	Pay Range	Time in Class
Vocational Rehabilitation Counselor		
*Vocational Rehabilitation Counselor (A)	PR 12-07	Upon appointment**
*Vocational Rehabilitation Counselor (B)	PR 12-08	12 months at the (A) level**

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim. **Implementation of these provisions shall be as follows:** If the employee has greater than twelve (12) months in pay status at the Vocational Rehabilitation Counselor, the employee will be placed at the (B) pay range assignment (PR 12-08).

If the employee has less than twelve (12) months in pay status at the Vocational Rehabilitation Counselor, the employee will be placed at the (A) pay range assignment (PR 12-07). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Vocational Rehabilitation Counselor or Vocational Rehabilitation Counselor (A) or a combination of both.

Vocational Rehabilitation Counselor-Senior. All employees at this classification level will be placed at the (B) pay range assignment (PR 12-08).

NEGOTIATING NOTE NO. ~~70~~47

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(PSS)

Recognizing the caseload nature of Professional Social Services duties, the Employer will take into account allowable steward activities. The Union will make a good faith effort to evenly distribute steward work. This provision does not obligate the Employer to reduce caseload.

NEGOTIATING NOTE NO. ~~71~~48

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Movement under this provision precedes other transfers under Article 7/1/1 of the Agreement.

When a permanent vacancy occurs in a probation/parole agent position, all permanent agents within both the same work unit and city will be electronically notified. Permanent agents who have been employed for at least six (6) months within both the same work unit and city as the vacancy shall have the right to transfer based upon seniority. Interested agents will have five (5) full working days to respond in writing.

Pursuant to 7/5/1 B, employees are limited to one (1) transfer every six (6) months, under either this provision or 7/1/1.

NEGOTIATING NOTE NO. ~~72~~49

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PSYCHOLOGICAL SERVICES ASSISTANT PAY PROGRESSION

Classification Structure: Effective June 27, 2004, the Employer will implement the classification of Psychological Services Assistant:

Psychological Services Assistant (A)	PR 12-05
Psychological Services Assistant (B)	PR 12-06

Concept: This change in class title combines the Psychological Services Associate-Entry and Psychological Services Associate-Objective into the single classification of Psychological Services Assistant.

Pay Structure: Effective June 27, 2004, the pay progression structure for the Psychological Services Assistant classification will be as follows:

Upon appointment to a position allocated to the classification of Psychological Services Assistant, the employee will be paid on the PR 12-05 pay schedule. Once the employee has twelve (12) months in pay status as a Psychological Services Assistant (A), the employee will be paid on the PR 12-06 pay schedule. The employee's pay on each of the schedules will be set in accordance with the provisions of the Agreement.

Classification-Title	Pay Range	Time in Class
Psychological Services Assistant		
Psychological Services Assistant (A)*	PR 12-05	Upon appointment
Psychological Services Assistant (B)*	PR 12-06	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Psychological Services Associate – Entry, the employee will be placed at the (A) pay range assignment (12-05). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Psychological Services Associate – Entry or Psychological Services Assistant (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Psychological Services Associate – Entry, the employee will be placed at the (B) pay range assignment (12-06).

Psychological Services Associate – Objective. All employees at this classification level will be placed at the (B) pay range assignment (12-06).

NEGOTIATING NOTE NO. ~~73~~50

~~2003-2005~~2005-2007 AGREEMENT

PSYCHOLOGICAL ASSOCIATE PAY PROGRESSION

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Psychological Associate:

Psychological Associate (A)	PR 12-08
Psychological Associate (B)	PR 12-09

Concept: This change in class title combines the Psychologist, Psychologist-Doctorate, Psychologist-Senior and Psychologist-Senior Doctorate into the single classification of Psychological Associate.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, the pay progression structure for the Psychological Associate classification will be as follows:

Upon appointment to a position allocated to the classification of Psychological Associate, the employee will be paid on the PR 12-08 pay schedule. Once the employee has twelve (12) months in pay status as a Psychological Associate (A), the employee will be paid on the PR 12-09 pay schedule. The employee's pay on each of the schedules will be set in accordance with the provisions of the Agreement.

Classification-Title	Pay Range	Time in Class
Psychological Associate		
Psychological Associate (A)*	PR 12-08	Upon appointment
Psychological Associate (B)*	PR 12-09	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If a non-licensed employee has less than twelve (12) months in pay status at the Psychologist, the employee will be placed at the (A) pay range assignment (12-08). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Psychologist or Psychological Associate (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Psychologist, the employee will be placed at the (B) pay range assignment (12-09).

If an employee has less than twelve (12) months in pay status at the Psychologist-Doctorate, the employee will be placed at the (A) pay range assignment (12-08). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Psychologist-Doctorate or Psychological Associate (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Psychologist-Doctorate, the employee will be placed at the (B) pay range assignment (12-09).

Psychologist Senior. All employees at this classification level will be placed at the (B) pay range assignment (12-09).

Psychologist-Senior Doctorate. All employees at this classification level will be placed at the (B) pay range assignment (12-09).

If an employee has greater than twelve (12) months in pay status in any combination of the classifications mentioned above, the employee will be placed at the (B) pay range assignment (12-09).

Effective June 27, 2004, an employee classified as Psychological Associate who becomes a licensed Psychologist as determined by the Department of Regulation and Licensing will be reallocated to the Psychologist-Licensed classification and placed at the (12-10) pay range assignment. The reallocation will be effective at the beginning of the pay period following written confirmation of licensure.

NEGOTIATING NOTE NO. ~~74~~51

~~2003-2005~~2005-2007 AGREEMENT

RECREATION LEADER PAY PROGRESSION

Classification Structure: Effective April 3, 2005, the Employer will implement the classification of Recreation Leader:

Recreation Leader (A)	PR 12-04
Recreation Leader (B)	PR 12-05

Concept: This change in class title combines the Recreation Leader-Entry and Recreation Leader-Objective into the single classification of Recreation Leader.

Pay Structure: Effective April 3, 2005, the pay progression structure for the Recreation Leader classification will be as follows:

Upon appointment to a position allocated to the classification of Recreation Leader, the employee will be paid on the PR 12-04 pay schedule. Once the employee has twelve (12) months in pay status as a Recreation Leader (A), the employee will be paid on the PR 12-05 pay schedule. The employee's pay on each of the schedules will be set in accordance with the provisions of the Agreement.

Classification-Title	Pay Range	Time in Class
Recreation Leader		
Recreation Leader (A)*	PR 12-04	Upon appointment
Recreation Leader (B)*	PR 12-05	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Recreation Leader-Entry, the employee will be placed at the (A) pay range assignment (12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Recreation Leader-Entry or Recreation Leader (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Recreation Leader-Objective, the employee will be placed at the (B) pay range assignment (12-05).

Recreation Leader-Objective. All employees at this classification level will be placed at the (B) pay range assignment (12-05).

NEGOTIATING NOTE NO. ~~75~~52

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REHABILITATION CASE MANAGER PAY PROGRESSION

Classification Structure: Effective June 27, 2004, the Employer will implement the classification of Rehabilitation Case Manager:

Rehabilitation Case Manager (A)	PR 12-05
Rehabilitation Case Manager (B)	PR 12-06

Concept: This change in class title combines the Rehabilitation Case Manager-Objective and Rehabilitation Case Manager-Senior into the single classification of Rehabilitation Case Manager.

Pay Structure: Effective June 27, 2004, the pay progression structure for the Rehabilitation Case Manager classification will be as follows:

Upon appointment to a position allocated to the classification of Rehabilitation Case Manager, the employee will be paid on the PR 12-05 pay schedule. Once the employee has twelve (12) months in pay status as a Rehabilitation Case Manager (A), the employee will be paid on the PR 12-06 pay schedule. The employee's pay on each of the schedules will be set in accordance with the provisions of the Agreement.

Classification-Title	Pay Range	Time in Class
Rehabilitation Case Manager		
Rehabilitation Case Manager (A)*	PR 12-05	Upon appointment
Rehabilitation Case Manager (B)*	PR 12-06	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Rehabilitation Case Manager-Objective, the employee will be placed at the (A) pay range assignment (12-05). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either a Rehabilitation Case Manager-Objective or Rehabilitation Case Manager (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Rehabilitation Case Manager-Objective, the employee will be placed at the (B) pay range assignment (12-06).

Rehabilitation Case Manager-Senior. All employees at this classification level will be placed at the (B) pay range assignment (12-06).

NEGOTIATING NOTE NO. ~~76~~53

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OMBUDSMAN SERVICES SPECIALIST PAY PROGRESSION

Classification Structure: Effective December 26, 2004, the Employer will implement the classification of Ombudsman Services Specialist:

Ombudsman Services Specialist (A)	PR 12-05
Ombudsman Services Specialist (B)	PR 12-07

Concept: This change in class title combines the Ombudsman Services Specialist-Entry and Ombudsman Services Specialist-Objective into the single classification of Ombudsman Services Specialist.

Pay Structure: Effective December 26, 2004, the pay progression structure for the Ombudsman Services Specialist classification will be as follows:

Upon appointment to a position allocated to the classification of Ombudsman Services Specialist, the employee will be paid on the PR 12-05 pay schedule. Once the employee has twelve (12) months in pay status as an Ombudsman Services Specialist (A), the employee will be paid on the PR 12-07 pay schedule. The employee's pay on each of the schedules will be set in accordance with the provisions of the Agreement.

Classification-Title	**Pay Range**	**Time in Class**
Ombudsman Services Specialist		
Ombudsman Services Specialist (A)*	PR 12-05	Upon appointment
Ombudsman Services Specialist (B)*	PR 12-07	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Ombudsman Services Specialist – Entry, the employee will be placed at the (A) pay range assignment (12-05). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either an Ombudsman Services Specialist – Entry or Ombudsman Services Specialist (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Ombudsman Services Specialist – Entry, the employee will be placed at the (B) pay range assignment (12-07).

Ombudsman Services Specialist – Objective. All employees at this classification level will be placed at the (B) pay range assignment (12-07).

NEGOTIATING NOTE NO. ~~77~~54

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MEDIGAP INSURANCE SPECIALIST

Classification Structure: Effective the first day of the pay period following the effective date of the Agreement, the Employer will implement the classification of Medigap Insurance Specialist:

Medigap Insurance Specialist (A)	PR 12-04
Medigap Insurance Specialist (B)	PR 12-05

Concept: This change in class title combines the Medigap Insurance Specialist-Entry and Medigap Insurance Specialist-Objective into the single classification of Medigap Insurance Specialist.

Pay Structure: Effective the first day of the pay period following the effective date of the Agreement, pay progression structure for the Medigap Insurance Specialist classification will be as follows:

Upon appointment to a position allocated to the classification of Medigap Insurance Specialist, the employee will be paid on the PR 12-04 pay schedule. Once the employee has twelve (12) months in pay status as a Medigap Insurance Specialist (A), the employee will be paid on the PR 12-05 pay schedule.

Classification-Title	Pay Range	Time in Class
Medigap Insurance Specialist		
Medigap Insurance Specialist (A)*	PR 12-04	Upon appointment
Medigap Insurance Specialist (B)*	PR 12-05	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a s. 230.36 claim or Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) month in pay status at the Medigap Insurance Specialist – Entry, the employee will be placed at the (A) pay range assignment (12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months time in pay status as either an Medigap Insurance Specialist – Entry, or Medigap Insurance Specialist (A), or combination of both.

If the employee has greater than twelve (12) months in pay status at the Medigap Insurance Specialist – Entry, the employee will be placed at the (B) pay range assignment (12-05).

Medigap Insurance Specialist – Objective. All employees at this classification level will be placed at the (B) pay range assignment (12-05).

NEGOTIATING NOTE NO. ~~78~~55

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EXPERIENTIAL RECREATION SPECIALIST PAY PROGRESSION

Classification Structure: Effective April 3, 2005, the Employer will implement the classification of Experiential Recreation Specialist:

Experiential Recreation Specialist (A)	PR 12-04
Experiential Recreation Specialist (B)	PR 12-05

Concept: This change in class title combines the Experiential Recreation Specialist-Entry and Experiential Recreation Specialist-Objective into the single classification of Experiential Recreation Specialist.

Pay Structure: Effective April 3, 2005, the pay progression structure for the Experiential Recreation Specialist classification will be as follows:

Upon appointment to a position allocated to the classification of Experiential Recreation Specialist, the employee will be paid on the PR 12-04 pay schedule. Once the employee has twelve (12)

months in pay status as an Experiential Recreation Specialist (A), the employee will be paid on the PR 12-05 pay schedule. The employee's pay on each of the schedules will be set in accordance with the provisions of the Agreement.

Classification-Title	**Pay Range**	**Time in Class**
Experiential Recreation Specialist		
Experiential Recreation Specialist (A)*	PR 12-04	Upon appointment
Experiential Recreation Specialist (B)*	PR 12-05	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows: If an employee has less than twelve (12) months in pay status at the Experiential Recreation Specialist – Entry, the employee will be placed at the (A) pay range assignment (12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either an Experiential Recreation Specialist – Entry or Experiential Recreation Specialist (A) or combination of both.

If the employee has greater than twelve (12) months in pay status at the Experiential Recreation Specialist – Entry, the employee will be placed at the (B) pay range assignment (12-05).

Experiential Recreation Specialist – Objective. All employees at this classification level will be placed at the (B) pay range assignment (12-05).

NEGOTIATING NOTE NO. ~~79~~56

~~2003-2005~~2005-2007 AGREEMENT

Permissive transfers under this negotiating note, between Probation and Parole Agents (C) and Social Worker-Corrections (C), are subject to the Employer's discretion, and if allowed, shall be without loss of pay under the following conditions:

Social Worker-Corrections must have four (4) years in classification, serve a one (1) year permissive probationary period, and successfully complete agent basic training.

Probation and Parole Agents must have four (4) years in classification, hold social worker certification, and serve a six (6) month permissive probationary period.

NEGOTIATING NOTE NO. ~~80~~57

~~2003-2005~~2005-2007 AGREEMENT

FOR ADMINISTRATIVE SUPPORT, BLUE COLLAR, SECURITY & PUBLIC SAFETY, AND TECHNICAL UNITS

Additional Vacation and Additional Personal Holiday Carryover

Employees who earn additional paid annual leave of absence (vacation) credits according to the schedule specified in Article 13, Section 6, Paragraph 2A, shall be permitted to carry over any of the unused calendar year 2005 additional vacation credits into calendar year 2006. Also, employees shall be allowed to carry over into calendar year 2006 any unused additional personal holidays, provided under 13/9/3 in recognition of Veteran's Day, for calendar years 2004 and 2005. Such additional vacation credits and additional personal holidays must be used prior to December 31, 2006.

NEGOTIATING NOTE NO. ~~81~~58

~~2003-2005~~2005-2007 AGREEMENT

SECURITY AND PUBLIC SAFETY BASE PAY RATE ADJUSTMENT

Effective the first day of the pay period following the effective date of the Agreement, employees who meet all of the following four conditions AND on that date are in a position allocated to a classification listed in Negotiating Note #61 shall have their base pay rate adjusted (prospective only)

to the appropriate grid point on the April 6, 2003 – June 30, 2003 transaction grid in the May 17, 2003 – June 30, 2003 Agreement:

1. were in a position on May 18, 2003, allocated to a classification that was moved from pay range 05-30 to 05-31 on that date;

2. have not experienced a subsequent personnel transaction that placed the employee at or above the appropriate grid point on the April 6, 2003 – June 30, 2003;

3. have completed twenty-four (24) months time in class in the affected collapsed classification(s); and

4. effective the date of this Agreement are still below the appropriate grid point per the April 6, 2003 – June 30, 2003 transaction grid.

NEGOTIATING NOTE NO. ~~82~~59

~~2003-2005~~2005-2007 AGREEMENT

ADMINISTRATIVE SUPPORT UNIT PAY PROGRESSION

Classification Structure: Effective the same date as the implementation of the Administrative Support Unit Survey, the Employer will implement the ~~the~~ following classification structure:

A.	Academic Department Specialist (A)	PR 02-11
	Academic Department Specialist (B)	PR 02-12
B.	Real Estate Program Associate (A)	PR 02-10
	Real Estate Program Associate (B)	PR 02-11
C.	Academic Department Associate (A)	PR 02-10
	Academic Department Associate (B)	PR 02-11
	Consumer Complaint Program Associate (A)	PR 02-10
	Consumer Complaint Program Associate (B)	PR 02-11
	Disability Program Associate (A)	PR 02-10
	Disability Program Associate (B)	PR 02-11
	License/Permit Program Associate (A)	PR 02-10
	License/Permit Program Associate (B)	PR 02-11
	Operations Program Associate (A)	PR 02-10
	Operations Program Associate (B)	PR 02-11
	University Services Program Associate (A)	PR 02-10

	University Services Program Associate (B)	PR 02-11
	Vocational Rehabilitation Program Associate (A)	PR 02-10
	Vocational Rehabilitation Program Associate (B)	PR 02-11
D.	Disability Associate (A)	PR 02-09
	Disability Associate (B)	PR 02-10
	Investigative Associate (A)	PR 02-09
	Investigative Associate (B)	PR 02-10

Concept: This change is a result of the Administrative Support Unit Survey implementation. Positions reallocated to these classifications had been allocated to Program Assistant 1 – 4 and Secretary 1 & 2 prior to survey implementation.

Pay Structure: Effective upon implementation of the Administrative Support Unit Survey, the pay progression structure for the above classifications will be as follows:

Upon appointment to a position allocated to a classification listed in **A.**, above, the employee will be paid on PR 02-11. After twelve (12) months in pay status at the (A) level of that classification, the employee will be moved to PR 02-12.

Upon appointment to a position allocated to a classification listed in **B.**, above, the employee will be paid on PR 02-10. After eighteen (18) months in pay status at the (A) level, the employee will be moved to PR 02-11.

Upon appointment to a position allocated to a classification listed in **C.**, above, the employee will be paid on PR 02-10. After twelve (12) months in pay status at the (A) level of that classification, the employee will be moved to PR 02-11.

Upon appointment to a position allocated to a classification listed in **D.**, above, the employee will be paid on PR 02-09. After twelve (12) months in pay status in classification at the (A) level of that classification, the employee will be paid on the PR 02-10 pay schedule.

An employee is not eligible to move to level (B) if on a concentrated performance evaluation program in accordance with 4/13/1A of this Agreement at the appropriate time for such a movement. Such an employee will be moved to level (B) the first day of the pay period following the successful completion of the concentrated performance evaluation program. The employee will receive a lump sum equal to the increase due to the movement to level (B) multiplied by the number of hours in pay status from the date the employee would have been moved had there been no concentrated performance

evaluation program and the date of the actual movement. No employee will receive the movement or the lump sum unless the concentrated performance evaluation program is successfully completed.

The employee's pay for each transaction described above shall be adjusted the first day of the pay period following the attainment of the required number of months associated with that classification in accordance with the applicable pay administration provisions of the Agreement. If attained on the first day of the pay period, the adjustment will occur on that date.

Classification Title	Pay Range	Time in Class
List A		
Academic Department Specialist (A)	02-11	Upon Appointment
Academic Department Specialist (B)	02-12	12 months at the (A) level*
List B		
Real Estate Program Associate (A)	02-10	Upon Appointment
Real Estate Program Associate (B)	02-11	18 months at the (A) level*
List C		
Academic Department Associate (A)	02-10	Upon Appointment
Academic Department Associate (B)	02-11	12 months at the (A) level*
Consumer Complaint Program Associate (A)	02-10	Upon Appointment
Consumer Complaint Program Associate (B)	02-11	12 months at the (A) level*
Disability Program Associate (A)	02-10	Upon Appointment
Disability Program Associate (B)	02-11	12 months at the (A) level*
License/Permit Program Associate (A)	02-10	Upon Appointment
License/ Permit Program Associate (B)	02-11	12 months at the (A) level*
Operations Program Associate (A)	02-10	Upon Appointment

Operations Program Associate (B)	02-11	12 months at the (A) level*
University Services Program Associate (A)	02-10	Upon Appointment
University Services Program Associate (B)	02-11	12 months at the (A) level*
Vocational Rehabilitation Program Associate (A)	02-10	Upon Appointment
Vocational Rehabilitation Program Associate (B)	02-11	12 months at the (A) level*
List D	02-09	Upon Appointment
Disability Associate (A)	02-10	12 months at the (A) level*
Disability Associate (B)	02-09	Upon Appointment
Investigative Associate (A)	02-10	12 months at the (A) level*
Investigative Associate (B)		

*Beginning of the pay period following completion of the designated time frame.

Implementation of these provisions shall be as follows:

Initial placement of employees from Program Assistant 1 – 4 and Secretary 1 – 2 will be to level (B) of the classification determined in accordance with the Administrative Support Unit Survey, except that an employee will be placed at level (A) if:

1. The employee is in the first six months of employment as a classified state employee; or

2. The employee is placed on a concentrated performance evaluation program in accordance with 4/13/1A of this Agreement.

If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after being in pay status for the required number of months associated with that classification in the employee's position at the time of implementation, including any time in a position allocated to the same classification after implementation, if applicable.

An employee on a concentrated performance evaluation program in accordance with 4/13/1A of this Agreement at the time of implementation will be moved to level (B) upon reaching the **later** of:

1. The first day of the pay period following the successful completion of concentrated performance evaluation program; or

2. Being in pay status for the required number of months in the employee's current position and time in a subsequent position in the same classification.

If 1., above applies, the employee will receive a lump sum equal to the increase due to the movement to level (B) multiplied by the number of hours in pay status from the date of implementation to the date of the actual movement. No employee will receive the movement or the lump sum unless the concentrated performance evaluation program is successfully completed.

Counting time in pay status: In counting the number of hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

~~NEGOTIATING NOTE NO. 83~~

~~2003-2005 AGREEMENT~~

~~TECHNICAL UNIT TRANSFER RIGHTS OF LE MAY CENTER TECHNICIANS~~

~~Employees classified as Le May Center Technicians effective with the DNR Equipment Operator Survey on June 27, 2004, will have a one time opportunity to transfer to vacancies in their previous classification for eighteen (18) months following the implementation of the survey. The transfer right is limited to employees who, prior to June 27, 2004, held positions classified as one of the following: Maintenance Mechanic Forestry Equipment Technician, Automotive Equipment Technician.~~

NEGOTIATING NOTE NO. 60

2005-2007 AGREEMENT

Cadet Specialist Pay Progression

Classification Structure: Effective the first day of the pay period following the effective date of the contract, the Employer will implement the classification of the Cadet Specialist:

Cadet Specialist (A)	PR 12-04
Cadet Specialist (B)	PR 12-05

Concept: This change in class title combines the Experiential Recreation Specialist (A) and Experiential Recreation Specialist (B) into the single classification of Cadet Specialist for those employed at the Challenge Academy.

Pay Structure: Effective the first day of the pay period following the effective date of the contract, the pay progression structure for the Cadet Specialist classification will be as follows:

Upon appointment to a position allocated to the classification of Cadet Specialist, the employee will be paid on the PR 12-04 pay schedule. After twelve (12) months time in pay status in classification as an Cadet Specialist, the employee will be paid on the PR 12-05 pay schedule. The employee's pay on each of the schedules shall be in accordance with the provisions of the contract.

Classification Title	**Pay Range**	**Time in Class**
Cadet Specialist		
*Cadet Specialist (A)	PR 12-04	**Upon appointment**
*Cadet Specialist (B)	PR 12-05	12 months at the (A) level **

*Payroll System designation for Pay Range reference

**Beginning of the Pay Period following completion of designated time frame.

Counting Time in Pay Status. In counting the number of the hours in pay status, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a Workers Compensation claim.

Implementation of these provisions shall be as follows:

If an employee has less than twelve (12) months in pay status as a Cadet Specialist or Experiential Recreation Specialist (A), the employee will be placed at the (A) pay range assignment (12-04). If placed at the (A) pay range assignment, the employee will be moved to the (B) pay range assignment after a total of twelve (12) months in pay status as either Cadet Specialist (A) or Experiential Recreation Specialist (A) or combination of both.

If an employee has greater than twelve (12) months in pay status as a Cadet Specialist (A) or Experiential Recreation Specialist (A), the employee will be placed at the (B) pay range assignment (12-05).

Cadet Specialist (B) or Experiential Recreation Specialist (B). All employees at this classification level will be placed at the (B) pay range assignment (12-05).

Cadet Specialist-Lead. All employees at this classification level will be placed at the PR 12-06.

NEGOTIATING NOTE #61

PSS

OVERTIME COMPENSATION FOR PROBATION AND PAROLE AGENTS

DATE: January 18, 2002

TO: Martin Beil, Executive Director
AFSCME Council 24

FROM: William J. Grosshans, Administrator
Division of Community Corrections
Eurial K. Jordan, Administrator
Division of Juvenile Corrections

SUBJECT: Overtime Compensation for Probation and Parole Agents

The parties agree that the following practices and procedures will be followed regarding overtime compensation for Probation and Parole Agents employed by the Department of Corrections. In the event this MOU interferes with the efficient and effective operation of the Department, the parties agree to meet to discuss and resolve any issues or concerns. If the parties cannot reach an agreement on such issues, management reserves the right to rescind this practice thirty days after this meeting.

Effective the pay period commencing February 10, 2002, Probation and Parole Agents who accrue overtime for hours in pay status in excess of forty (40) hours per week may receive compensation at the premium rate of time and one-half in cash or compensatory time or combination there of as the employee may elect.

Employees who choose compensatory time shall be able to use the compensatory time credits throughout the calendar year they are earned. The employee can carry such credits into the

first four (4) months of the new calendar year. Compensatory time not used in those first four (4) months will be converted to cash payment on May 1 of the new calendar year. No payments for accrued compensatory time will be made prior to that date.

There will be no retroactive effect on any compensatory time credits earned prior to February 10, 2002, and employees may not request conversion of compensatory time credits earned prior to February 10, 2002 into cash. These credits will he converted to cash payment in accordance with 6/4/1 of the contract.

FOR **THE EMPLOYER:**

_____

William J. Grosshans Date
Administrator for
Division of Community Corrections

_____

Eurial K. Jordan Date
Administrator
Division of Juvenile Corrections

FOR **THE UNION:**

_____

Martin Beil Date
Executive Director for
AFSCME Council 24

NEGOTIATING NOTE NO. 62
TECHNICAL

During the course of negotiations for the 2005-07 master Agreement between the State and the Wisconsin State Employees Union, the parties discussed the training necessary for Animal Research Technicians (ARTs) to obtain AALAS certification.

The parties agree that it is in the best interest of all involved to provide applicable AALAS certification training on the worksite, whenever possible. UW-Madison agrees that when the applicable AALAS certification training is made available on the UW-Madison campus, employees will be allowed to attend training sessions without loss of pay. There may be a limit on the number of ARTs that can attend any session because of operational need. In addition, the Employer agrees to allow ARTs to take the AALAS certification exam without loss of pay.

NEGOTIATING NOTE NO. 63
PAY RECALCULATION FOR SPECIFIC ENGINEERING TECHNICIANS RECLASSIFICATIONS PRIOR TO THE 2005-2007 AGREEMENT

Employees who are in positions reallocated from Engineering Specialist Transportation-Journey (ESTJ) into the Engineering Technician Transportation (ETT) series as a result of the July 13, 2003 WERC Unit Clarification and were subsequently reclassified to a higher level in the ETT series using pay on reinstatement provisions shall have their base pay rate recalculated as follows:

1. The employee's WSEU grid rate as of July 13, 2003;
2. Plus $2.00 per hour;
3. Plus any add-on received by the employee immediately prior to the reallocation, as part of the previous bargaining units agreement;
4. Minus any salary increase the employee received as a result of the subsequent reclassification;
5. Minus the employee's base pay rate on July 13, 2003;
6. Plus the employee's current base pay rate.

The recalculation is effective the first pay period following the effective date of the Agreement, prior to any other pay adjustments effective on that date.

Ongoing Administration

Employees in positions reallocated from ESTJ into the ETT series as a result of the WERC clarification and subsequently reclassified on or after the first day of the pay period following the effective date of the agreement will have the pay upon reclassification calculated as follows:

1. The employee's WSEU grid rate as of July 13, 2003;
2. Plus $2.00 per hour;

3. Plus any add-on received by the employee immediately prior to the reallocation, as part of the previous bargaining units agreement;

4. Minus the employee's base pay rate on July 13, 2003;

5. Plus the employee's base pay rate immediately prior to the reclassification.

NEGOTIATING NOTE NO. 64
2005-2007 AGREEMENT
FOR PROFESSIONAL SOCIAL SERVICES UNIT
Additional Vacation Carryover

Effective January 1, 2005, employees in the PSS bargaining unit on the effective date of the Agreement will earn additional paid annual leave of absence (vacation) credits in accordance with the schedule specified in Article 13, Section 6, Paragraph 2A based on hours in pay status. Employees who earn additional paid annual leave credits based on 2005 calendar year hours in pay status shall be permitted to carry over any of the unused calendar years 2005 and 2006 additional vacation credits into calendar years 2006 and 2007. Such additional vacation credits and additional personal holidays must be used on or before December 31, 2007.

MEMORANDUM OF UNDERSTANDING NO. 1

~~2003-2005~~2005-2007 AGREEMENT

(AS, BC, PSS) The Employer agrees to republish and distribute the report referenced in 9/16/1. The report will be accompanied by a letter from the ~~Secretary~~Director of the ~~Department~~Office of State Employment Relations supporting and encouraging agencies to address ergonomic conditions and assist employees who experience problems relating to these issues. Both the Employer and the Union wish to emphasize their continued commitment to ergonomically sound workplace conditions.

~~MEMORANDUM OF UNDERSTANDING NO. 2~~

~~2003-2005 AGREEMENT~~

~~During the course of negotiating the 1999-2001 Agreement, there were discussions regarding the mutual goal of the Union and the Employer of minimizing disputes over the intent of contractual terms or provisions; therefore, the parties agree to the creation of a joint committee to seek ways to accomplish said objective. Some examples of mutual activities which may be pursued by the parties could include the dissemination of joint bulletins for the purpose of interpreting the various provisions of the Agreement; joint training on the interpretation of newly adopted changes in the Agreement; joint interpretation of arbitration decisions, and so forth. The Joint Committee will be composed of an equal number of representatives from Council 24, AFSCME, and the State of Wisconsin. The Joint Committee will meet during the term of the Agreement and decide on matters of mutual interest which will serve to minimize such disputes and will disseminate information or training accordingly. Employees who are appointed by Council 24 as representatives of this committee will serve without loss of pay. Each of the parties will be responsible for their representatives' travel and expenses.~~

~~This committee will consider clarifying contractual language and interpretations of arbitrations with respect to overtime. The committee will research the issue and disseminate a joint bulletin clarifying the overtime provisions by February 1, 1996.~~

MEMORANDUM OF UNDERSTANDING NO. ~~3~~2

~~2003-2005~~2005-2007 AGREEMENT

The Employer and the Union agree that it is in the interests of the parties to review the use of Sick Leave and research Sick Leave Incentive Programs and other alternatives with the intent to promote the reduction of the use of sick leave.

The parties agree to establish a Joint Study Committee to review the use of sick leave, research sick leave incentive programs and other alternatives which would promote the reduction of the use of sick leave. The Joint Committee will be composed of an equal number of representatives from Council 24, AFSCME, and the State of Wisconsin. The Joint Committee will meet during the term of the Agreement and provide its report to the parties by no later than December 15, 2000. Employees who are appointed by Council 24 as representatives to this committee will serve without loss of pay. Each of the parties will be responsible for their representatives' travel and expenses.

MEMORANDUM OF UNDERSTANDING NO. ~~4~~3

~~2003-2005~~2005-2007 AGREEMENT

METHOD TO IMPROVE COMMUNICATIONS BETWEEN REGIONAL MANAGERIAL STAFF AND PROBATION/PAROLE AGENTS:

The parties agree that communications between probation/parole agents and managerial staff are encouraged within the regional level. The parties agree to attempt to resolve the issues via tele-conferencing, whenever possible. If this does not produce satisfactory results, a meeting may be scheduled between the parties to review the issues. The regional managerial staff are encourage to resolve agent concerns at the local level.

MEMORANDUM OF UNDERSTANDING NO. ~~5~~4

~~2003-2005~~2005-2007 AGREEMENT

Correctional Sergeant and Youth Counselor Advanced Demotion

Employees classified as Correctional Sergeant or Youth Counselor - Advanced shall be allowed to voluntarily demote to a Correctional Officer or Youth Counselor, respectively, by applying for

transfer to those positions under provisions of Article 7/3/1 and shall be considered equally with all other transfer requests. Present provisions of ER MRS 17.04 shall apply.

Upon demotion, employees classified as Correctional Officer or Youth Counselor shall have immediate transfer rights to positions under the provisions of Article 7/1/1.

~~MEMORANDUM OF UNDERSTANDING NO. 6~~

~~2003-2005 AGREEMENT~~

~~**Date:** September 6, 1995~~

~~**To:** Ben H. Mendez, Lieutenant~~

~~Bureau of Support Services~~

~~**From:** William L. Singletary, Administrator~~

~~Wisconsin State Patrol~~

~~**Subject: HEPATITIS B VACCINATIONS FOR POLICE COMMUNICATION OPERATORS**~~

~~In reviewing our policy that defines which employees are deemed to be at risk of exposure to Hepatitis B, we have decided to make the Hepatitis B Vaccination series available to Police Communication Operators (PCO's) on a statewide basis.~~

~~Please organize a program to allow the vaccination series to be administered to those PCO's that wish to participate. As with troopers and inspectors, it will be necessary to maintain a data base to track the program and insure availability of the vaccination series to new employees.~~

~~WLS:bhm~~

~~c: Colonel Hlavacka~~

~~Lt. Colonel Schumacher~~

~~Major Moore~~

~~Captain Young~~

~~District Captains~~

~~District Lieutenants~~

~~Police Communication Supervisors~~

MEMORANDUM OF UNDERSTANDING NO. ~~7~~5

~~2003-2005~~2005-2007 AGREEMENT

During the course of negotiations for the 1999-2001 Agreement with the Wisconsin State Employees Union, concerns were raised pertaining to interpersonal conflicts in the workplace, including favoritism, verbal abuse, and retaliation, and the need to resolve these issues in the best interest of morale and productivity, the Employer agrees to the following: where such problems are perceived, employees may bring these issues to the attention of the appropriate level of management.

It is the intention of this memorandum of understanding that the problems to be addressed in this manner are matters not grievable under other language of this contract. In addition, it is the understanding of the parties that the appropriate level of management will be the lowest level of management that can effectively address the issue.

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

MEMORANDUM OF UNDERSTANDING NO. ~~9~~6

~~2003-2005~~2005-2007 AGREEMENT

MEMORANDUM

Date: May 25, 1995

To: Local Union and Employer Representatives

From: Martin Beil, Executive Director
AFSCME Council 24, WSEU
Jon Litscher, Secretary
Department of Employment Relations

Subject: Consensus/Win-Win Communications at Local Union/Management Meetings

During the course of discussions during the 1995-1997 labor contract negotiations with the Wisconsin State Employees Union, there was agreement between the parties on the concept of implementing the Consensus, or "Win-Win" model of communications at local Union/Management meetings.

It is recognized by the parties that it is in our mutual interest to facilitate a problem-solving methodology when discussing issues at local Union/Management meetings. Therefore, both WSEU and

DER strongly encourage Union and Employer representatives to implement a Consensus or Win-Win methodology when engaging in items of mutual concern in local Union/Management meetings.

MEMORANDUM OF UNDERSTANDING NO. ~~10~~7

~~2003-2005~~2005-2007 AGREEMENT

MEMORANDUM

Date: August 30, 2002

To: Martin Beil, Executive Director
AFSCME Council 24

From: Peter Fox, Secretary
Department of Employment Relations

Subject: Employee Referral Service (ERS)

The Division of Merit, Recruitment & Selection (DMRS) has implemented the Employee Referral Service (ERS) effective February 13, 2002. This service will be advantageous for both employees and managers with vacant positions by assisting laid off or at risk employees in locating vacant positions throughout state service for which they may be qualified and providing managers with another cost effective source of qualified candidates.

It is DER's intent to make the ERS available for use by employees and managers until such time as the current fiscal environment which gave rise to the need for the ERS improves.

MEMORANDUM OF UNDERSTANDING NO. ~~11~~8

~~2003-2005~~2005-2007 AGREEMENT

May 1, 1995

MEMORANDUM

To: Agency Heads
Agency Business and Finance Directors
Agency Human Resources Directors

From: Jon E. Litscher, Secretary
Department of Employment Relations

Subject: Dues Deduction Collections (Article II, Section 2/7)

During the course of negotiations for the 1995-97 Master Agreement with the Wisconsin State Employees Union, the matter of adjustments to mistaken dues deductions was discussed. Specifically, it came to the attention of the Employer that in some cases, where an excessive amount of dues has been erroneously deducted from an individual's wages, agencies have taken it upon themselves to correct the over-deduction by adjusting the deduction in the following pay period. There is generally no correction where an insufficient amount has been deducted.

The provisions of Article II, section 2/7 hold the Employer harmless for errors made in dues deduction, and are intended to prevent the excessive entanglement of the Employer in that process. Therefore, it is the purpose of this memorandum to remind Agency Business and Finance Departments and payroll officers not to unilaterally correct excessive dues amounts collected in error from WSEU-represented employees. The appropriate recourse for an employee who has had an excessive amount of dues deducted is for that employee to contact the Union directly.

Agencies should continue the practice of making no correction, except for future transactions where necessary for insufficient deduction amounts.

cc: Agency Payroll Managers

MEMORANDUM OF UNDERSTANDING NO. ~~12~~9
~~2003-2005~~2005-2007 AGREEMENT

MEMORANDUM

Date: May 23, 1995

To: All WSEU Represented Employees

From: Martin Beil, Executive Director
AFSCME Council 24, WSEU
Jon E. Litscher, Secretary
Department of Employment Relations

Subject: Direct Deposit of Payroll Checks

During the course of discussions during the 1995-97 labor contract negotiations with the Wisconsin State Employees Union, problems with paycheck distribution were identified by both WSEU and Employer representatives. Items of concern identified by the parties include: security against lost or

stolen checks, the considerable increase in the cost of postage and handling in recent years, paychecks which are lost in the mail cause significant delays in the availability of employee funds, the time and expense of canceling and reissuing checks to replace those that were originally lost (including remailing the replacement checks), and the need to maintain detailed records of reissues for reconciliation purposes.

It is recognized by the parties that it is in the best interest of both to minimize unnecessary delays and expenses related to the distribution of payroll checks. Therefore, both WSEU and DER strongly encourage all state employees to set up direct deposit of payroll checks with their financial institution(s).

Direct deposit would virtually eliminate problems that are currently being experienced by both the employees and the agency payroll offices.

MEMORANDUM OF UNDERSTANDING NO. 1~~3~~0
~~2003-2005~~2005-2007 AGREEMENT
LAYOFF

The Employer and the Union agree that retaining career-oriented, permanent employees is in the best interest of the State.

The Employer believes that the State must protect the investment it has made in its work force. To this end, the Employer is committed to the notion that State agencies must maintain the most effective and efficient employees. In view of State budget reductions, the Employer will encourage and adopt innovative techniques that enhance the effectiveness of current civil service procedures. To that end, OSER, DMRS and all State Agencies will use the Employee Referral Service (ERS) as outlined in DER Bulletin MRS-223/CLR/POL-70, dated February 13, 2002, to retain the most qualified employees.

During this biennium, agencies may be required to significantly reduce their budgets, resulting in the potential displacement of permanent employees. In order to protect the State's investment and ensure the quality of State services, the parties agree to the following:

- In those employing units affected by staff reductions, the Employer will review its staffing needs and allocation patterns to retain permanent employees where possible. The Union will make every effort to cooperate with the Employer in the mutual interest of maintaining employment for potentially displaced employees.

- All State agencies will make every effort to accommodate and provide services to qualified permanent employees in layoff status prior to hiring non-state employees.
- OSER has implemented a system which will help achieve the State's "no layoff" goal and will continue to maintain the ERS for the life of this Agreement.
- If operations, functions and employees are moved from one agency to another and as a result, layoffs are generated, the affected employees will have restoration and reinstatement rights as outlined in Article VIII, Layoff Procedure, of this Agreement.
- The Employer will give consideration to accommodate qualified full-time permanent employees who are in layoff status from other employing units and agencies prior to utilization of the hiring process or engaging programs (i.e., Wisconsin Conservation Corps, Badger State Industries, etc).
- The Employer and the Union will work together to secure funding for the purpose of establishing re-training programs focused on displaced state workers.

The above provisions will be in place for the duration of the 2001-2003 collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING NO. 141
~~2003-2005~~2005-2007 AGREEMENT
DEPARTMENT OF CORRECTIONS

The parties agree that during the course of the 2001-2003 labor Agreement, the following practices and procedures will be followed regarding Probation and Parole Agent caseloads:

- By mutual agreement, 215 points* comprise a full caseload and is predicated on a forty (40) hour workweek.
- If a caseload exceeds 215 points*, the supervisor will have five (5) work days to provide relief by considering a number of options, including assigning work to another agent or waiving standards. If the point total cannot be reduced in those five (5) work days, the agent will be allowed to work one (1) hour of overtime per week for every 5.5 points his/her caseload exceeds the 215 point* standard.
- Some limited specialized work units will be excluded from the 215-point caseload maximum. Mutual agreement as to these work units will be worked out between the Secretary of the Department of Corrections, the Regional Chief(s), DOC Employment Relations, AFSCME Council 24 and the local union.

For the Union	For the Employer
Martin Beil	Matthew J. Frank
Executive Director,	Secretary
AFSCME Council 24	Department of Corrections

*Points listed are by mutual agreement and for the sole purpose of implementing this memorandum of understanding.

~~MEMORANDUM OF UNDERSTANDING NO. 15~~

~~2003-2005 AGREEMENT~~

~~The Employer and the Union agree that it is in the interests of the parties to explore the possibility of implementing "Alternative Dispute Resolution" programs.~~

~~The parties agree to establish a Joint Study Committee to review the concepts and applications of alternative dispute resolution programs. The Joint Committee will be composed of an equal number of representatives from Council 24, AFSCME, and the State of Wisconsin. The Joint Committee will meet during the term of the Agreement and provide its report to the parties by no later than December 31, 1998. Employees who are appointed by Council 24 as representatives to this committee will serve without loss of pay. Each of the parties will be responsible for their representatives' travel and expenses.~~

MEMORANDUM OF UNDERSTANDING NO. 1~~6~~2

~~2003-2005~~2005-2007 AGREEMENT

In regards to Probation and Parole Agents in the Department of Corrections, Article 6/2/2 (PSS) and Article 6/2/2 (ALL) shall be interpreted as follows:

The parties agree that Probation and Parole Agents work flexible schedules within a 40-hour work week, allowing adjustment around the beginning and ending times. Work schedules will normally be determined on a weekly basis with schedule approval by the supervisor.

It is understood that compensatory time will be earned only under the following conditions and that an agent's hours will not be reduced to conform to a 40-hour work week.

- Telephone calls received under Article 6/16/2 (PSS) and Article 6/16/3 (PSS) of the labor agreement.
- Employer directed work time outside of the approved work schedule. This is work time specifically directed in advance by a supervisor and includes attendance at court hearings and revocation hearings.
- Employer approved work time outside of the approved work schedule. This is work time (normally approved in advance) where the supervisor determines that the agent cannot flex his/her schedule in order to stay within a 40-hour work week due to workload demands.
- Emergencies that occur during non-work hours. An emergency is defined as an offender related incident that poses a threat to the public safety which, if not immediately addressed, may result in irreparable harm to the community or the offender.

The parties agree to review and discuss this memorandum of understanding as to its workability.

For the Union	For the Employer
Karl Hacker	Michael Sullivan
5/13/96	5/13/96

MEMORANDUM OF UNDERSTANDING NO. 1~~7~~3

~~2003-2005~~2005-2007 AGREEMENT

PSS DHFS

Beepers

In response to the Union's concerns that Social Workers in the Milwaukee Child Protection Services Program, ~~and the Department of Corrections Clinical Service Staff employees,~~ because of the nature of their positions, are required to carry "beepers" during off-duty hours and respond to work-related calls, the Department of Health and Family Services, ~~and the Department of Corrections,~~ through this Memorandum of Understanding agrees that:

A. Those Social Workers ~~and Clinical Service employees,~~ required to respond to contact by beepers or pagers during off-duty hours, shall be informed of this requirement by their supervisor.

B. A Social Worker ~~or Clinical Service employee,~~ required to respond to contact by beeper, or pager, during off-duty hours, shall be entitled to the following compensation:

1. A fee equal to one (1) hour of pay at the employees current hourly rate of pay for each regularly scheduled day of the work week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum of five (5) hours of pay per work week. This payment, or fee, shall not increase the employees hours for the purpose of the calculation of overtime.

2. A fee of twenty-four dollars ($24.00) for each regularly scheduled off day of the week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of forty-eight dollars ($48.00) per calendar week.

The above provisions will be in place for the duration of the ~~2003-2005~~2005-2007 WSEU collective bargaining agreement.

For the Employer,
Department of Health and Family Services

For the Union, Council 24

_____
Kenneth DePrey

_____
Martin Beil

Department of Corrections

_____
Hamdy Ezalarab

MEMORANDUM OF UNDERSTANDING NO. 1~~8~~4
~~2003-2005~~2005-2007 AGREEMENT

During the course of negotiations for the 1997-99 Agreement with the Wisconsin State Employees Union, Local 2748 raised concerns regarding the perception that some Probation and Parole Agents were being required to carry “beepers” during off-duty hours and respond to work-related calls.

In regards to this concern, the Department of Corrections, through this Memorandum of Understanding, would like to clarify the use of beepers and/or pagers by Probation and Parole Agents during off-duty hours.

The Department agrees that Probation and Parole Agents will not routinely be required to respond to contact by beepers or pagers during off-duty hours. Should a supervisor believe that it is necessary for a Probation and Parole Agent to respond to contact by a beeper or pager during off-duty hours, the decision to authorize such a requirement shall be made by the Division Administrator. In the event that a Probation and Parole Agent is required to respond to contact by a beeper or pager during off-duty hours, the agent shall be informed of this requirement in writing.

Once a probation and parole agent is informed in writing of the requirement to respond to contact by beeper or pager during off-duty hours, he/she shall be entitled to the following compensation:

A fee equal to one (1) hour of pay at the employee's current hourly rate of pay for each day of the week (Monday - Friday) that the employee is required to respond to contact by beeper or pager during off-duty hours. This payment shall not increase the employee's hours for the purposes of the calculation of overtime.

A fee of twenty-four dollars ($24.00) for each Saturday and/or Sunday that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of forty-eight dollars ($48.00) for the weekend.

The above provisions shall be in place for the duration of the ~~2003-2005~~2005-2007 collective bargaining agreement.

For the Employer,
Department of Corrections

For the Union, Council 24

_____

Eurial Jordon

_____

Martin Beil

_____

William Grosshans

June 13, 1997

~~MEMORANDUM OF UNDERSTANDING NO. 19~~

~~2003-2005 AGREEMENT~~

~~During the course of negotiating the 1997-1999 Agreement, there were discussions regarding the mutual benefit of the development of an electronic contractual transfer system. Both the Union and the Employer recognized that many factors would affect the development of such a system and that establishing a deadline for implementation was unrealistic. Both parties agreed to recommend that steps be taken when possible toward the development of an electronic transfer system. The recommendations of the Transfer Committee will be incorporated in a letter to Robert Lavigna, Administrator of the Division of Merit Recruitment & Selection. The letter would contain the following language:~~

~~The Transfer Committee of the 1997 State of WI/WSEU bargaining team devoted a great deal of time to the electronic posting of transfer opportunities throughout Wisconsin state civil service. We recognized that technology is not yet standardized among all state agencies and that many other factors would impact the development and use of such a system. Rather than pursuing contract language requiring the development of a system now, the committee unanimously opted to recommend to OSER that steps be taken toward the development of an electronic transfer posting for all civil service transfer opportunities.~~

~~We were particularly impressed with the existing Layoff Referral System, and believe that it could easily be the foundation for electronic transfer postings. Stan Rogers, from the Wisconsin Department of Administration, met with our committee and suggested that a relatively small amount of programming would be needed to expand the Layoff Referral System to include the features we would like the future Electronic Transfer Posting System to contain.~~

~~Due to the short posting periods for transfer eligibility, and the mail service delays experienced by many rural Wisconsinites, the committee would like the future Electronic Transfer Posting System to be an interactive system, which would permit candidates to apply or respond directly from the posting. Building on the current Layoff Referral System's interactive features with participating agencies, we would like each listing to contain a button to click on which would bring up an electronic application form. Candidates should be able to complete their individual information and electronically send it to the sponsoring agency. The sponsoring agency should be able to preselect where transfer responses arrive--a particular Personnel Specialist, or a dedicated electronic mailbox. Additionally, since some transfer postings require submission of a resume, we would like a template to be available with the click of a button for candidates to complete and send electronically.~~

~~Lastly, we would expect the future Electronic Transfer Posting System to be accessible by Email, the Internet and Usenet. Since not all candidates are computer-literate or have access to a connected computer, we would expect the future system to be supplemental to existing agency contractual transfer procedures.~~

~~In summary, we urge you to incorporate the building of an Electronic Transfer System into your business plans as soon as possible. The system should:~~

- ~~Build upon the existing Layoff Referral System structure and procedures~~
- ~~Be interactive with the use of "hot buttons"~~
- ~~Contain user complete & send application forms~~
- ~~Contain user complete & send resume templates~~
- ~~Contain pre-targeted response buttons for easy, accurate applications~~
- ~~Automatic purging of listings at expiration~~
- ~~Remote access for direct uploading of vacancies by sponsoring agency~~
- ~~Accessible by Email, Internet and Usenet~~
- ~~Be complementary to existing agency transfer procedures~~

~~This provision will sunset on June 30, 2005 unless mutually agreed to extend.~~

MEMORANDUM OF UNDERSTANDING NO. ~~21~~15

~~2003-2005~~2005-2007 AGREEMENT

Joint Independent Medical Examiners

During the course of the 1999-2001 contract negotiations, discussions were held concerning the establishment of a system of selecting mutually agreed-upon physicians to perform Independent Medical Examinations for the purpose of resolving conflicting evidence and disputes relating to the medical condition(s) of employees.

It is the mutual interest of the parties that the Office of State Employment Relations and WSEU Council 24 meet and collaborate in an attempt to establish a program and procedures for mutually agreed-upon Independent Medical Examiners and/or Examinations.

MEMORANDUM OF UNDERSTANDING NO. ~~23~~16

~~2003-2005~~2005-2007 AGREEMENT

Parking and Transit

(AS, BC) During the course of the 1999-2001 negotiations, the Union and the Employer attempted to address mutual concerns regarding parking and transit issues. These included, but are not limited to costs to all parties, pollution, inefficient land use and wasted time and resources. It was agreed to encourage the establishment of a Joint Committee to consider parking and transit problems and recommend solutions. The Committee is particularly encouraged to examine existing programs such as the "Commuter Value Pass" at the University of Wisconsin – Milwaukee, the "Transit Pass/Fare Cutter Card" at the University of Wisconsin – Madison, etc. The Committee should include at least one (1) Union representative who works in such a program.

MEMORANDUM OF UNDERSTANDING NO. ~~24~~17

~~2003-2005~~2005-2007 AGREEMENT

(AS, BC) A Joint Committee on Alternative Work Patterns, consisting of three (3) representatives designated by the Union and three (3) by the Employer, shall be established for the purpose of developing resource document(s) to aid in addressing Alternative Work Patterns as provided for in Article 6, Section 15. Members of this committee shall serve without loss of pay or benefits.

MEMORANDUM OF UNDERSTANDING NO. ~~25~~18

~~2003-2005~~2005-2007 AGREEMENT

~~TEMPORARY TRANSACTION~~PAY RATE FOR SELECT VOLUNTARY DEMOTIONS

DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION

The parties agree that during the course of the ~~2003-2005~~2005-2007 Labor Agreement, the Department of Agriculture, Trade and Consumer Protection will continue a pilot program that will allow employees classified as Food Safety Inspector-Objective, ~~and~~ Meat Safety Inspector-Objective, and Multiple Product Grader-Objective, to voluntary demote as follows:

- Voluntary demotion to a different geographic headquarters location.

- Employees classified as a Food Safety Inspector-Objective, Meat Safety Inspector-Objective or Multiple Product Grader-Objective who request and are appointed on a voluntary demotion to a Food Safety Inspector-Entry, Meat Safety Inspector-Entry, or Multiple Product Grader-Entry position will maintain their current rate of pay for one year ~~(temporary transaction rate)~~.
- ~~Employees classified as a Meat Safety Inspector-Objective who request and are appointed on a voluntary demotion to a Food Safety Inspector-Entry position will maintain their current rate of pay for one year (temporary transaction rate).~~

If, at the end of that one year, management determines that the employee has not met the criteria to be ~~reinstated~~reclassified to the objective level ~~of~~from their current Entry level classification, the ~~temporary transaction rate will cease and the~~ employee's base pay will be set ~~at the grid rate that corresponds to the employees grid seniority in their current Entry level classification~~in accordance with 12/9/8.

Exercising the voluntary demotion procedure outlined in this memorandum of understanding does not supersede the provisions of 7/1/1.

The above provisions will be in place for the duration of the 200~~3~~5 - 200~~5~~7 collective bargaining agreement. The parties agree to review this memorandum of understanding during the next contract negotiations and by mutual agreement may extend the provisions outlined above.

MEMORANDUM OF UNDERSTANDING NO. ~~26~~19
~~2003-2005~~2005-2007 AGREEMENT
INJURED WORKERS RE-EMPLOYMENT

It is mutually agreed that it is in the best interest of the State to retain capable, trained employees and to protect the investment it has made in its workforce.

When the Employer determines an employee has a bona fide worker's compensation or s. 230.36 claim, and the employee can no longer perform the essential functions of his/her current position, the Employer, prior to medical termination, in accordance with s. 230.37(2), Wis. Stats., will make a good faith effort to do the following: transfer the employee to a position which requires less arduous duties; demote the employee; place the employee in a part-time position; or as a last resort, dismiss the employee. Prior to dismissal, the Employer will refer the employee to the State Injured Worker Re-employment Program, which will assess the employee's skills and work with the Employer to evaluate reasonable accommodation options that may avoid the medical termination. The referral to the program

may occur at the employee's request when the Employer receives medical verification that the employee may no longer be able to perform the essential functions of the position at the end of healing. The referral shall occur at least sixty (60) days prior to the effective date of the medical termination.

When an employee is notified that medical termination is being considered, the local union president will be notified. Within ten (10) calendar days of this notification (unless mutually agreed to otherwise), at the Union's request, the Employer and the designated union representative will meet to discuss the employee's options.

Prior to medically terminating the employee, the Employer will make a good faith effort to meet or teleconference with the employee to discuss the employee's options. The employee will be offered a designated union representative to be present at the discussion. Inability of the designated union representative to be present shall not unduly delay the discussion.

A grievance filed in response to a medical termination will be covered under 4/2/10 of this Agreement.

If the employee is medically terminated and is referred to the State Injured Worker Re-employment Program by a risk management examiner, the Program will provide information about vocational rehabilitation, including DVR programs, and on employment, including training and possible re-employment for vacant positions that may be suitable for the employee.

If the employee voluntarily accepts a position that results in a reduction in their rate of pay as a result of a s. 230.36 injury, his or her pay shall be set in accordance with section E./2. of Appendix 5 of the Agreement.

MEMORANDUM OF UNDERSTANDING NO. ~~27~~20

~~2003-2005~~2005-2007 AGREEMENT

Security and Public Safety Unit (SPS)

TRANSFERS

Within Department of Corrections institution employing units, Youth Counselors and Correctional Officers who are receiving s. 230.36 benefits, Worker's Compensation or are on an approved medical, paternity or maternity leave shall be considered eligible to transfer pursuant to Article 7/1/1.

Other state agencies may consider SPS employees who are receiving s. 230.36 benefits, Worker's Compensation or are on an approved medical, paternity or maternity leave for transfer on a case-by-case basis.

This provision will sunset on June 30, ~~2003~~2007 unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. ~~28~~21

~~2003-2005~~2005-2007 AGREEMENT

Department of Corrections

(SPS) Within the Department of Corrections, when it is determined that an employee has been wrongfully ordered for overtime, the appropriate remedy shall be as follows, unless otherwise agreed locally:

1) If the employee has not yet been paid, he employee will have the option of choosing cash or compensatory time for the ordered time;

2) If after the employee has been paid, the employee will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent period. Example: If an employee is wrongfully ordered for four (4) hours of overtime, if his/her next overtime opportunity is in excess of four (4) hours, the employee will have the option of cash or compensatory time for four (4) hours of those overtime hours. The remainder of the overtime will be paid as the Employer may elect.

The Employer also agrees that in addition to the choice of the above remedies, the affected employee will be allowed to use his/her accumulated leave time, equal to the hours wrongfully ordered, with five days notice to the Employer. No more than one employee will be allowed off on the same shift on the same day under this MOU.

This memorandum of understanding shall sunset on June 30, ~~2005~~2007, unless mutually agreed to extend.

MEMORANDUM OF UNDERSTANDING NO. ~~29~~22

~~2003-2005~~2005-2007 AGREEMENT

Machinist Apprenticeship

Apprenticeship

Department of Workforce Development

Dear:

We request assistance in developing and implementing an apprenticeship program in the trade of machinist at the University of Wisconsin – Madison for Instrument Makers and Mechanicians. There has been some limited experience with apprenticeships in this area, but we are seeking to create a more permanent joint initiative.

Both the Wisconsin State Employees Union and the University of Wisconsin – Madison are excited about working together to make this program successful. We feel strongly that we can add value to our work force and ultimately benefit the affected employees. Please contact either of us to initiate the process.

Thank you for your cooperation.

Sincerely,

Martin Beil, Executive Director
Wisconsin State Employees Union
Telephone: 836-0024

James Stratton, Director
Classified Personnel
University of Wisconsin – Madison
Telephone: 262-3806

MEMORANDUM OF UNDERSTANDING NO. ~~30~~23

~~2003-2005~~2005-2007 AGREEMENT

Between

AFSCME Council 24, Wisconsin State Employees Union (WSEU) and

the Department of Natural Resources (DNR)

During negotiations on the 1999-2001 WSEU Collective Bargaining Agreement, the WSEU/DNR Negotiating Subcommittee began discussions on the issue of transfer between the

classifications of Environmental Warden, Safety Specialist Warden and Special Investigative Warden and voluntary demotion from these classifications to Conservation Warden.

The parties agree that this issue will continue to be a subject for discussion between representatives of DNR, AFSCME Council 24 and WSEU Local 1215 during the term of the ~~2003-2005~~2005-2007 Agreement. Up to three (3) bargaining unit employees will participate in meetings without loss of pay.

FOR THE EMPLOYER:

_____ _____

James R. Federhart, Date
Employee Relations Manager
Department of Natural Resources

FOR THE UNION:

_____ _____

Karl Hacker, Assistant Director Date
AFSCME Council 24-WSEU

_____ _____

Randal G. Rossing Date
WSEU Security & Public Safety
Bargaining Team Representative

MEMORANDUM OF UNDERSTANDING NO. ~~31~~24

~~2003-2005~~2005-2007 AGREEMENT

Between

AFSCME Council 24, Wisconsin State Employees Union (WSEU) and

the Department of Natural Resources (DNR)

During negotiations on the 1999-2001 WSEU Collective Bargaining Agreement, an issue was raised by the WSEU regarding the DNR's use of limited term employees in the LTE Ranger classification to perform law enforcement duties and the impact of this LTE use on the ability of bargaining unit employees in the Ranger-Operations (formerly Ranger 1) classification to be reclassified to the Ranger-Law Enforcement (formerly Ranger 2) classification.

Beginning in calendar year 2000, the DNR agrees to address this issue by reviewing and implementing increases in their percentage of law enforcement duties assigned to bargaining unit Rangers in order to facilitate their reclassification. These actions will be taken starting in 2000 to the extent practicable depending on commitments already made to the hiring of limited term employees and the willingness of bargaining unit Rangers to work during the hours when the law enforcement need is greatest.

The parties agree that representatives of DNR management and the Union will meet at mutually agreed times as necessary to further discuss this issue Up to three (3) bargaining unit employees will participate in any meetings without loss of pay.

FOR THE EMPLOYER:

_____ _____

James R. Federhart, Date

Employee Relations Manager

Department of Natural Resources

FOR THE UNION:

_____ _____

Martin Beil, Executive Director Date

AFSCME Council 24-WSEU

MEMORANDUM OF UNDERSTANDING NO. ~~32~~25

~~2003-2005~~2005-2007 AGREEMENT

Experiential Recreation Specialists and Youth Counselors

In response to the Union's concern that Experiential Recreation Specialists and Youth Counselors, because of the nature of their positions, are required to camp overnight with youth, the Department of Corrections through this Memorandum of Understanding agrees that:

A. A sleep-time equal to one (1) hour of base pay will be paid for each night that the employee is required to camp overnight with youth.

B. This fee shall not increase the employee's hours for the purpose of the calculation of overtime.

C. This fee is in addition to wages paid for actual work time, including interrupted sleep-time.

MEMORANDUM OF UNDERSTANDING NO. ~~33~~26

~~2003-2005~~2005-2007 AGREEMENT

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

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

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

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

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

Upon the mutual request of the appointing authority and the local Union, the Employer and AFSCME Council 24 staff will provide technical assistance to local employing units by providing training and on-site assistance to Union/Management teams at specific work sites. The Employer and AFSCME Council 24 may also agree to pilot unique solutions not specifically authorized by other language of this contract, to solve workplace problems.

Peter Fox, Secretary	Martin Beil
Department of Employment Relations	AFSCME Council 24

MEMORANDUM OF UNDERSTANDING NO. ~~35~~27
~~2003-2005~~2005-2007 AGREEMENT

Due to the ever-changing technological job environment of AS employees, it is recognized that on-going training to improve and update computer skills and knowledge will provide needed job skills to employees and skilled, competent employees to the Employer.

To accomplish this, the Employer shall make a good faith effort to grant requests for such training consistent with Article XI, Section 12, when requested by AS employees.

MEMORANDUM OF UNDERSTANDING NO. ~~36~~28
~~2003-2005~~2005-2007 AGREEMENT

The grievance process is the formal method the parties have adopted for the resolution of contractual disputes. Pre-Filing was developed in response to Union and Employer concerns that few grievances were resolved at the first-line supervisor level. In most cases, the inclusion of the supervisor in the formal grievance was ineffective in resolving disagreements, created frustrations and was unnecessarily time-consuming. It was agreed that the supervisor should not be by-passed in the process but should be given an informal opportunity to attempt to resolve the problem.

As a result of discussion during the 2001-03 negotiations, the parties agreed to the following clarifications as to how the Pre-Filing process will be handled:

1. The grievance representative will contact the immediate supervisor identifying a potential grievance and discussing whether a potential solution is possible.

2. The supervisor will attempt to resolve the problem. If no resolution can be reached, the supervisor will inform the grievance representative.

3. If the supervisor seeks to resolve the problem, s/he will keep the grievance representative informed of progress and provide a prompt response.

4. The grievance representative may file a Step One grievance anytime during the thirty (30) day time limit.

5. The Employer may hold the grievance in abeyance until the Pre-Filing has been requested.

It is expected that grievance representatives will make a good faith effort to request Pre-Filing prior to filing a grievance and supervisors will make a good faith effort to determine whether a resolution is possible. It is also expected that, in fostering good labor/management relations, any resolutions reached at Pre-Filing will be honored by all parties.

MEMORANDUM OF UNDERSTANDING NO. ~~37~~29
~~2003-2005~~2005-2007 AGREEMENT

The Department of Employee Trust Funds (DETF) is developing 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 when such an account system is developed and implemented, employees covered under the master 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. This agreement serves as verification that the Union wants WSEU employees to have the ability to enroll in this program at its inception.

MEMORANDUM OF UNDERSTANDING NO. 3~~8~~0

~~2003-2005~~2005-2007 AGREEMENT

During the life of the 2001-2003 agreement, the Employer and the Union agree to establish a joint labor/management apprenticeship committee to explore the expansion of apprenticeship programs.

MEMORANDUM OF UNDERSTANDING NO. 3~~9~~1

~~2003-2005~~2005-2007 AGREEMENT

Department of Corrections

Milwaukee Secured Detention Facility

During the course of 2001-2003 contract negotiations, there was a great deal of discussion regarding overtime assigned to the wrong employee at MSDF. The Employer and the Union recognize that errors in overtime can occur despite the most carefully designed overtime system.

When assigning overtime, it is the Employer's responsibility to review the daily schedule, master agreement and local agreement to ensure the correct employee has been assigned to work. When an employee believes he/she has been wrongfully ordered to work overtime, the employee must notify their supervisor so he/she can make a reasonable effort to allow the employee relief from the wrongful order prior to it taking place. If it is determined that an employee has been wrongfully ordered, it is then the Employer's responsibility, when possible, to assign the correct employee. Additionally, an employee who believes he/she is being wrongfully assigned to work overtime shall have a reasonable amount of time to use a state phone to attempt to secure a relief worker. Wrongful order is defined as when the Employer forces an employee to work overtime when the employee was not scheduled or previously assigned to work it. If more than five (5) instances of wrongful orders occur in a particular pay period, the appropriate remedy shall be as follows:

The employee will have the option of choosing cash or compensatory time for the ordered time. If it has been determined that the employee was wrongfully ordered to work after the employee has been paid, the employee will have the option of cash or compensatory time for his/her next overtime opportunity of an equivalent pay period. Additionally, the employee will have the option to receive cash or compensatory time at the base rate for every hour the employee worked the forced overtime. Once there are more than five (5) instances of wrongfully ordered overtime, this provision will apply to all further instances including the first five (5) within a particular pay period.

Grievances generated by the application of this MOU will be processed through the umpire arbitration process and will be handled by an arbitrator who has significant experience with overtime grievances and who is mutually chosen by WSEU and DER.

This Memorandum of Understanding applies only to Correctional Officers and Correctional Sergeants at the Milwaukee Secured Detention Facility and will sunset on June 29, 2005, unless mutually agreed to extend it.

MEMORANDUM OF UNDERSTANDING NO. ~~40~~32
~~2003-2005~~2005-2007 AGREEMENT

The Union agrees that if DOC and DHFS pay every uniformed Correctional Officer, Youth Counselor and SRSTC and WRC Psychiatric Care Technician sixty-five ($65.00) as a lump sum, calendar year payment for black belts and black shoes, the employees must wear black belts and black shoes consistent with the agency's uniform policy. Any such payment will not be made more than once in a calendar year.

MEMORANDUM OF UNDERSTANDING NO. ~~41~~33
~~2003-2005~~2005-2007 AGREEMENT

During the course of the 2001-2003 agreement, the Wisconsin Employment Relations Commission (WERC) issued a decision in the following unit clarification actions involving the Wisconsin State Employees Union (WSEU) AFSCME, the State Engineering Association (SEA), and the State of Wisconsin: Case 11, No. 50909, SE-12, Decision No. 11245-S; and Case 36, No. 50935, SE-13, Decision No. 11667-C.

The parties agree that any employee whose base pay rate would have been reduced as a result of movement from SEA to WSEU due to the above mentioned WERC unit clarification decision, will have the employee's base pay rate adjusted effective the first day of the pay period following the effective date of the Agreement to an amount equal to the employee's gross pay rate on the effective date of the Agreement. Any Temporary Transaction Rate or add-on will be terminated with implementation of the new base pay rate.

This base pay rate applies only to those employees reallocated from the SEA Engineering Specialist – Transportation series to the Engineering Technician – Transportation series on July 13, 2003, as a result of the above mentioned WERC unit clarification decision.

~~[NOTE FOR HISTORICAL PURPOSES: The 2003-05 PSS Contract dropped old MOU No. 42 that discussed a PSS lump sum payment, and renumbered the rest of the MOUs as #42 through 45) . In order to ensure consistency between the PSS contract and the other four units' contract, this contract follows the PSS contract's renumbering.]~~

MEMORANDUM OF UNDERSTANDING NO. ~~42~~34

~~2003-2005~~2005-2007 AGREEMENT

Email Lists

During negotiations for the 2003-05 collective bargaining Agreement, the Union requested that employees' work email addresses be included on the information provided under 2/4/2 and 5/2/1. OSER agrees to explore the feasibility of providing this information on future lists provided under those sections. If it becomes feasible to provide such information in the appropriate format, OSER will make that information available to the Union.

MEMORANDUM OF UNDERSTANDING NO. ~~43~~35

~~2003-2005~~2005-2007 AGREEMENT

Agency State-Wide Employing Unit Layoffs

This memorandum of understanding applies only to those employees in state-wide employing units.

When a position in the bargaining unit held by an employee who is not the least senior employee in the classification is eliminated or involuntarily reduced in FTE, the employee whose position is being eliminated will have one of the following options:

a. Accept the reassignment to the least senior employee's position in the layoff group.

b. Separate from employment with the guarantee that the Employer will not challenge eligibility for unemployment compensation unless the employee, at a later point in time, refuses a reasonable offer of re-employment.

c. If the least senior employee's position is more than forty (40) miles away from the assigned headquarters and the employee does not accept the reassignment, the separation will be considered a layoff and the employee will be afforded the options outlined under 8/5/1.

This Agreement will sunset on June 30, 2005, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING NO. ~~44~~36

~~2003-2005~~2005-2007 AGREEMENT

Contracting Out Procurements Under Ch. 16, Wis. Stats.

~~During the course of negotiations for the 2003-2005 Agreement, concerns were raised by the union regarding contracting out for services under chapter 16 procurement procedures. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state and the University of Wisconsin System comply with relevant statutes, administrative rules, DOA procurement policies, and collective bargaining agreements when contracting for services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services. In an effort to address these concerns, the parties agree to the following:~~

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

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

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

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

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

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

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

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

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

~~e) operational issues created by movement of employees between state service and contract service firms.~~

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

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

MEMORANDUM OF UNDERSTANDING NO. ~~45~~37

~~2003-2005~~2005-2007 AGREEMENT

With Act 33, Laws of 2003, the Employer was required to reduce the number of positions in the civil service. This memorandum identifies an option available to employees who have been formally notified of layoff due to either the reductions in work force initiated under Act 33 or other layoffs executed during the term of this Agreement. This MOU is effective on the effective date of the Agreement and applies only to employees who are formally notified of layoff on or after that date. These provisions do not apply to employees notified as being at risk of layoff.

The following option is available to employees after application of the options available to employees upon notification of layoff identified under Article VIII, Section 5, of the Agreement.

The Employer agrees that prior to filling a vacancy with an individual other than a current state employee or an individual with a restoration right to the vacancy, agencies will select the most senior eligible employee from the list of interested employees, from any other state agency, who have applied for the vacancy on a transfer basis.

An eligible employee is defined as an employee who:

- has received formal written notification of layoff; and
- currently holds a position in any classification assigned to the same pay range as the vacancy, and the current position and the vacancy are in the same bargaining unit; and
- is not on a concentrated performance evaluation program as defined in Article IV, Section 13 of the Agreement and as approved by the department head or his or her designee; and
- is qualified to perform the work after being given the customary orientation provided to newly hired workers in the position.

The employee's pay on transfer will be set in accordance with applicable pay administration language.

Note for Informational Purposes: Employees transferring between agencies under the provisions of this memorandum of understanding may be placed on permissive probation at the discretion of the appointing authority. If an employee is terminated while on permissive probation, the termination will be considered a layoff except that the employee's right of restoration will be to the agency from which s/he transferred.

This memorandum of understanding sunsets on June 30, 2005, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING NO. ~~46~~38

~~2003-2005~~2005-2007 AGREEMENT

RESTORATION FROM LAYOFF

(ASU, BC, SPS, T) This memorandum identifies an option available to employees who have been formally notified of layoff due to either the reductions in work force initiated under Act 33 or other layoffs executed during the term of the Agreement. This MOU is effective on the effective date of the Agreement and applies only to employees who are formally notified of layoff on or after that date.

If an employee is laid off from a less than full time position and is restored to a position with a greater FTE, the employee would retain restoration rights to the same FTE as the position from which the employee was originally laid off for the life of the Agreement.

The employee requesting to retain restoration rights to the same FTE as the position from which the employee was originally laid off must file a "Restoration from Layoff" form (OSER-DMRS-77) with each employing unit to which he/she is interested in being restored. When an employee applies for a position and turns down the offer of employment, he/she forfeits his/her restoration rights.

This Memorandum of Understanding sunsets on June 30, 2004, unless the parties mutually agree to extend.

MEMORANDUM OF UNDERSTANDING NO. ~~47~~39
~~2003-2005~~2005-2007 AGREEMENT
CORRECTIONAL SERGEANT PROMOTION (SPS)

An employee with permanent status in class and satisfactory performance, who promotes from a Correctional Officer or Psychiatric Care Technician position at the Department of Health and Family Services (DHFS) to a Correctional Sergeant position at the Department of Corrections (DOC) or from a Correctional Officer position at DOC to a Correctional Sergeant position at DHFS, is placed on a promotional probation and fails to pass probation due to performance, will have the right to return to a vacancy in their previous classification at the former employing unit. This MOU will sunset at the expiration of the 2003-05 Agreement.

MEMORANDUM OF UNDERSTANDING NO. 4~~8~~0
2003-05 AGREEMENT
CONTRACTING OUT

(T) During the course of negotiations for the 200-305 Agreement, concerns were raised by the Union regarding contracting out for DOT engineering support services provided by WSEU members under Chapter 84. As part of ensuring fiscal responsibility in state government, the state is committed to managing contracts for services in a manner consistent with the best interests of the state as a whole. It is essential that the state comply with relevant statutes, federal regulations, administrative rules, state procurement policies, and the WSEU collective bargaining agreement when contracting for engineering support services. The state wishes to give effect to the letter and intent of those statutes, rules, procedures, and agreements while continuing to streamline procurement procedures so as not to unduly delay the performance of state services.

Over the term of this contract, DOT will coordinate a review of two specific contracts that are for work performed by WSEU and that are identified by the Union. This pilot review will analyze available documentation regarding the procurement process used, scope, term, and cost of the contract, information submitted by the Union that bears on the contract, and other relevant factors. Upon completion, DOT will meet with the Union to discuss the results of its review.

In further effort to address the Union's concerns, the parties agree to establish a DOT advisory group comprised of three DOT management members and three WSEU members for the purpose of advising the DOT Secretary on engineering support services provided under Chapter 84.01(13) Wis. Stats. First, the advisory group will discuss methods to prepare a biennial analysis of the economic and quality efficiencies when providing engineering services. The results of this biennial analysis will be provided to the DOT Secretary and will be used as input for planning and for future decisions for engineering support services. Advisory group members will attend meetings of the group without loss of pay. The advisory group may forward consensus recommendations to the DOT Secretary, by July 1, 2004, on the following issues:

a. preparation of an accurate, economical, efficient and effective analyses;

b. consideration of whether procurement statutes, rules, policies and procedures need to be modified to ensure that the most cost effective way of providing engineering services is being performed without unduly delaying the performance of the engineering services;

c. procedures to ensure labor/management communication regarding contracting for future engineering.

Second, the DOT advisory group will develop a plan to reduce contracting out of engineering support services in an area designated by DOT. Such plan will be implemented during the 2005-2007 biennium.

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

MEMORANDUM OF UNDERSTANDING NO. 4~~9~~1

~~2003-2005~~2005-2007 CONTRACT

ASU SURVEY LAYOFF OPTIONS

(ASU) The Union and the Employer agree that any employee whose classification is reallocated as a result of the ASU Survey shall retain layoff options outlined in 8/5 (transfer in lieu of layoff, bumping,

voluntary demotion in lieu of layoff), 8/6 (restoration), and 8/8 (reinstatement), under Article VIII to all classifications at the same or lower pay range created by the ASU Survey for which the employee is qualified.

Classes under the above provisions will be defined as all classifications at the same or lower pay range created by the ASU Survey for which the employee is qualified.

The Union and the Employer agree that any employee whose classification is reallocated as a result of the ASU Survey shall have transfer eligibility in accordance with 7/2 and 7/3 to all new classifications created by the ASU Survey at the employee's current pay range for which the employee is qualified.

This Memorandum of Understanding will ~~sunset one year after the effective date of the ASU Survey, on June 11, 2006.~~ expire on either Labor Day 2007 or on the effective date of the 2007-2009 Agreement, whichever is earlier.

MEMORANDUM OF UNDERSTANDING NO. 42
2005 - 2007 AGREEMENT
PSS DOC Beepers

(PSS) In response to the Union's concerns that the Department of Corrections' Clinical Service Staff employees as identified in 6/13/4 of the Master Agreement, because of the nature of their positions, are required to carry "beepers" during off-duty hours and respond to work-related calls, the Department of Corrections, through this Memorandum of Understanding agrees that:

A. Those Clinical Service employees, required to respond to contact by beepers or pagers during off-duty hours, shall be informed of this requirement by their supervisor.

B. A Clinical Service employee, required to respond to contact by beeper, or pager, during off-duty hours shall be entitled to the following compensation:

1. A fee equal to one (1) hour of pay at the employee's current hourly rate of pay for each regularly scheduled day of the work week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum of five (5) hours of pay per work week. This payment, or fee, shall not increase the employees hours for the purpose of the calculation of overtime.

2. A fee of seventy-two dollars ($72.00) for each regularly scheduled off day of the week that the employee is required to respond to contact by beeper or pager during off-duty hours with a maximum fee of one hundred forty-four dollars ($144.00) per calendar week.

The above provisions will be in place for the duration of the 2005-07 WSEU collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING NO. 43

Regional Labor/Management Meetings

ASU Staff in the Division of Community Corrections

The parties agree that communications between Administrative Support staff and management staff will be encouraged at the regional level for the purpose of resolving local issues. The parties will explore the use of telecommunication whenever possible. The frequency and agenda of union-management meetings shall be determined by the parties. Such meetings will be held within each region and may be waived by mutual agreement. Employees will be in pay status not to exceed 8 hours per meeting and 3 bargaining unit members per region may attend.

MEMORANDUM OF UNDERSTANDING NO. 44

SPS

(SPS) Due to the elimination of provision 5/1/3 of the 2003-05 Agreement, employees in the SPS bargaining unit will no longer have their seniority date reset following return to SPS after a break in service. Those employees who reinstated under the previous 5/1/3 provision and had their seniority reset will have an opportunity to receive an SPS seniority adjustment such that their SPS seniority is now calculated in accordance with 5/1/3 in the 2005-07 Agreement.

Effective the first day of the pay period following the effective date of the Agreement, employees who previously reinstated to SPS and were thereby affected by provision 5/1/3 of the Agreement shall have the opportunity to self identify to receive the seniority adjustment. To receive any prospective pay and/or leave adjustments effective June 11, 2006, the employees are required to self identify by sending written notification to their Agency Payroll office before May 28, 2006. For employees who self identify on or after May 28, 2006, the effective date of any resulting pay and/or leave adjustments (prospectively only) will be the first day of the pay period following receipt of this notification in the payroll office.

MEMORANDUM OF UNDERSTANDING #45
PSS

The parties enter into this memorandum recognizing that it is in their mutual interest to create and maintain a strong relationship of cooperation between labor and management. The parties further agree that in order for a cooperative labor management relationship to exist, both parties must mutually recognize each others' interests including management's interest in getting the State's work done and the Union's interest to represent its members. With this intent, the parties enter into the following understanding:

1. Both parties agree to operate under principles of good faith when operating under the provisions of the collective bargaining agreement that relate to union activity.

2. As soon as feasible after the effective date of the collective bargaining agreement, the parties agree to meet to discuss how to implement Negotiating Note #47

3. In the event questions arise as to the application of the collective bargaining agreement as it relates to union activity and/or the implementation of NN #47he parties agree to meet at least quarterly on these issues with representatives designated by Council 24, OSER and the relevant Agency(s).

~~Appendix 1~~						
~~PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT PAY SCHEDULE~~						
~~Effective the first day of the pay period following the effective date of the agreement~~						
	~~Range~~	~~Minimum~~	~~Maximum~~	~~Within Range Pay Step~~	~~Range Adjustment~~	
	~~7~~	~~$9.917~~	~~$15.812~~	~~$0.298~~	~~$0.800~~	
	~~8~~	~~$10.694~~	~~$16.635~~	~~$0.321~~	~~$0.870~~	
	~~9~~	~~$11.559~~	~~$17.648~~	~~$0.347~~	~~$0.940~~	
	~~10~~	~~$12.494~~	~~$19.083~~	~~$0.375~~	~~$1.020~~	
	~~11~~	~~$13.510~~	~~$20.636~~	~~$0.406~~	~~$1.080~~	
	~~12~~	~~$14.612~~	~~$22.323~~	~~$0.439~~	~~$1.160~~	
	~~13~~	~~$15.802~~	~~$24.145~~	~~$0.475~~	~~$1.240~~	
	~~14~~	~~$17.089~~	~~$26.116~~	~~$0.513~~	~~$1.300~~	
	~~15~~	~~$18.480~~	~~$28.254~~	~~$0.555~~	~~$1.410~~	

~~**Appendix 1**~~

~~**PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY PAY SCHEDULE**~~

~~**Effective the first day of the pay period following the effective date of the agreement**~~

~~**Range**~~	~~**Minimum**~~	~~**Maximum**~~	~~**Within Range Pay Step**~~	~~**Range Adjustment**~~
~~**7**~~	~~**$9.521**~~	~~**$16.286**~~	~~**$0.286**~~	~~**$1.200**~~
~~**8**~~	~~**$10.266**~~	~~**$17.553**~~	~~**$0.308**~~	~~**$1.250**~~
~~**9**~~	~~**$11.095**~~	~~**$18.962**~~	~~**$0.333**~~	~~**$1.300**~~
~~**10**~~	~~**$11.994**~~	~~**$20.490**~~	~~**$0.360**~~	~~**$1.350**~~
~~**11**~~	~~**$12.968**~~	~~**$22.146**~~	~~**$0.390**~~	~~**$1.400**~~
~~**12**~~	~~**$14.025**~~	~~**$23.943**~~	~~**$0.421**~~	~~**$1.450**~~
~~**13**~~	~~**$15.167**~~	~~**$25.884**~~	~~**$0.456**~~	~~**$1.500**~~
~~**14**~~	~~**$16.404**~~	~~**$27.987**~~	~~**$0.493**~~	~~**$1.550**~~
~~**15**~~	~~**$17.746**~~	~~**$30.269**~~	~~**$0.533**~~	~~**$1.600**~~
~~**16**~~	~~**$18.981**~~	~~**$32.368**~~	~~**$0.570**~~	~~**$1.650**~~
~~**31**~~	~~**$13.042**~~	~~**$22.272**~~	~~**$0.392**~~	~~**(1) 1.400**~~
~~**32**~~	~~**$13.689**~~	~~**$23.372**~~	~~**$0.411**~~	~~**(1) 1.450**~~

~~**(1) Movements between 05-31 and 05-32 will be in accordance with Negotiating Note 61**~~

~~**Appendix 1**~~

~~**PAY SCHEDULE 06: TECHNICAL PAY SCHEDULE**~~

~~**Effective the first day of the pay period following the effective date of the agreement**~~

~~**Range**~~	~~**Minimum**~~	~~**Maximum**~~	~~**Within Range Pay Step**~~	~~**Range Adjustment**~~
~~**5**~~	~~**$9.127**~~	~~**$13.691**~~	~~**$0.274**~~	~~**$0.340**~~
~~**6**~~	~~**$9.493**~~	~~**$14.240**~~	~~**$0.285**~~	~~**$0.500**~~
~~**7**~~	~~**$9.894**~~	~~**$14.841**~~	~~**$0.297**~~	~~**$0.670**~~
~~**8**~~	~~**$10.413**~~	~~**$15.620**~~	~~**$0.313**~~	~~**$0.840**~~
~~**9**~~	~~**$10.621**~~	~~**$15.932**~~	~~**$0.319**~~	~~**$1.010**~~
~~**10**~~	~~**$11.488**~~	~~**$17.232**~~	~~**$0.345**~~	~~**$1.050**~~
~~**11**~~	~~**$12.431**~~	~~**$18.647**~~	~~**$0.373**~~	~~**$1.400**~~
~~**12**~~	~~**$13.451**~~	~~**$20.177**~~	~~**$0.404**~~	~~**$1.600**~~
~~**13**~~	~~**$14.555**~~	~~**$21.833**~~	~~**$0.437**~~	~~**$1.700**~~
~~**14**~~	~~**$15.750**~~	~~**$23.625**~~	~~**$0.473**~~	~~**$1.900**~~
~~**15**~~	~~**$17.044**~~	~~**$25.566**~~	~~**$0.512**~~	~~**$2.000**~~
~~**16**~~	~~**$18.447**~~	~~**$27.671**~~	~~**$0.554**~~	~~**$2.200**~~
~~**17**~~	~~**$19.965**~~	~~**$29.948**~~	~~**$0.599**~~	~~**$2.250**~~
~~**18**~~	~~**$21.608**~~	~~**$32.412**~~	~~**$0.649**~~	~~**$2.300**~~

Appendix 1

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT PAY SCHEDULE

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

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	$10.116	$16.129	$0.304	$0.800
8	$10.908	$16.968	$0.328	$0.870
9	$11.791	$18.001	$0.354	$0.940
10	$12.744	$19.465	$0.383	$1.020
11	$13.781	$21.049	$0.414	$1.080
12	$14.905	$22.770	$0.448	$1.160
13	$16.119	$24.628	$0.484	$1.240
14	$17.431	$26.639	$0.523	$1.300
15	$18.850	$28.820	$0.566	$1.410

Appendix 1

PAY SCHEDULE 03: COLLAR & NON-BUILDING TRADES SENIORITY BASED TRANSACTION GRID*

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

Grid Point		**7**	**8**	**9**	**10**	11	12	13	14	15
Minimum	**0**	9.975	10.491	11.125	12.024	12.998	14.054	15.197	16.432	17.771
	1	10.104	10.620	11.254	12.153	13.127	14.183	15.326	16.561	17.900
	2	10.153	10.671	11.308	12.212	13.191	14.253	15.401	16.642	17.988
	3	10.253	10.771	11.408	12.312	13.291	14.353	15.501	16.742	18.088
	4	10.352	10.874	11.518	12.431	13.419	14.492	15.651	16.905	18.263
	5	10.401	10.928	11.574	12.490	13.484	14.562	15.728	16.987	18.351
	6	10.775	11.321	11.992	12.944	13.973	15.093	16.299	17.569	18.943
	7	10.985	11.540	12.225	13.196	14.248	15.386	16.618	17.889	19.263
	8	11.331	11.891	12.574	13.523	14.551	15.657	16.884	18.152	19.527
	9	11.484	12.044	12.726	13.682	14.719	15.833	17.070	18.341	19.715
	10	11.636	12.194	12.879	13.839	14.889	16.007	17.258	18.527	19.900
*** Years**	**11**	11.788	12.349	13.029	13.997	15.058	16.184	17.443	18.713	20.085
	12	11.942	12.500	13.183	14.157	15.228	16.356	17.630	18.899	20.272
	13	12.094	12.652	13.334	14.313	15.396	16.532	17.815	19.085	20.458
	14	12.247	12.804	13.488	14.472	15.568	16.707	18.002	19.271	20.645
	15	12.397	12.958	13.641	14.628	15.736	16.881	18.188	19.457	20.830
	16	12.551	13.108	13.793	14.789	15.905	17.056	18.374	19.643	21.017
	17	12.702	13.261	13.946	14.946	16.075	17.232	18.559	19.829	21.202
	18	12.855	13.414	14.097	15.105	16.242	17.407	18.745	20.016	21.389
	19	13.007	13.567	14.251	15.263	16.413	17.583	18.933	20.202	21.575
	20	13.161	13.719	14.401	15.420	16.582	17.757	19.118	20.387	21.761
	21	13.312	13.871	14.554	15.578	16.750	17.931	19.304	20.573	21.947
	22	13.465	14.023	14.707	15.736	16.920	18.107	19.490	20.760	22.134
	23	13.617	14.175	14.859	15.895	17.089	18.280	19.676	20.947	22.319
	24	13.768	14.327	15.011	16.052	17.260	18.454	19.862	21.132	22.505

* This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, Reallocation, based on years of seniority as June 30, 2005

Appendix 1

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY PAY SCHEDULE

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

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	$9.712	$16.612	$0.292	$1.200
8	$10.472	$17.905	$0.315	$1.250
9	$11.317	$19.342	$0.340	$1.300
10	$12.234	$20.900	$0.368	$1.350
11	$13.228	$22.589	$0.397	$1.400
12	$14.306	$24.422	$0.430	$1.450
13	$15.471	$26.402	$0.465	$1.500
14	$16.733	$28.547	$0.502	$1.550
15	$18.101	$30.875	$0.544	$1.600
16	$19.361	$33.016	$0.581	$1.650
31	$13.507	$22.922	$0.406	(1) 1.400
32	$14.167	$24.044	$0.426	(1) 1.450

(1) Movements between 05-31 and 05-32 will be in accordance with Negotiating Note 38

Appendix 1

PAY SCHEDULE 06: TECHNICAL PAY SCHEDULE

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

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
5	$9.310	$13.965	$0.280	$0.340
6	$9.683	$14.525	$0.291	$0.500
7	$10.092	$15.138	$0.303	$0.670
8	$10.622	$15.933	$0.319	$0.840
9	$10.834	$16.251	$0.326	$1.010
10	$11.718	$17.577	$0.352	$1.050
11	$12.680	$19.020	$0.381	$1.400
12	$13.721	$20.581	$0.412	$1.600
13	$14.847	$22.270	$0.446	$1.700
14	$16.065	$24.098	$0.482	$1.900
15	$17.385	$26.078	$0.522	$2.000
16	$18.816	$28.225	$0.565	$2.200
17	$20.365	$30.547	$0.611	$2.250
18	$22.041	$33.061	$0.662	$2.300
19	$23.804	$35.706	$0.715	$2.350

Appendix 1

PAY GRID 06-25 TECHNICAL BARGAINING UNIT (PILOTS)

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

	PR 06-25
2006	$19.363
2005	$19.742
2004	$20.181
2003	$20.620
2002	$21.059
2001	$21.498
2000	$21.937
1999	$22.376
1998	$23.009
1997	$23.448
1996	$23.887
1995	$24.326
1994	$25.265
1993	$26.174
1992	$26.475
1991	$26.774
1990	$27.075
1989	$27.374
1988	$27.592
1987	$27.813
1986	$28.056

* This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation

Appendix 1

PAY SCHEDULE 12: PROFESSIONAL SOCIAL SERVICES PAY SCHEDULE

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

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
27	$9.760	$14.742	$0.293	$1.200
28	$10.524	$15.888	$0.316	$1.250
1	$11.373	$17.162	$0.342	$1.300
2	$12.296	$18.545	$0.369	$1.350
3	$13.294	$20.043	$0.399	$1.400
4	$14.376	$21.666	$0.432	$1.450
5	$15.547	$23.423	$0.467	$1.500
6	$16.816	$25.326	$0.505	$1.550
7	$18.192	$27.391	$0.546	$1.600
8	$19.678	$29.619	$0.591	$1.700
9	$21.274	$32.012	$0.639	$1.800
10	$22.994	$34.594	$0.690	$1.900
11	$24.752	$37.229	$0.743	$2.000
12	$26.640	$40.062	$0.800	$2.100
13	$28.674	$43.113	$0.861	$2.200

Appendix 1

PAY SCHEDULE 05-40, 05-41 WARDEN

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

	05-40	05-41
0	16.998	18.638
1	17.893	19.610
2	18.581	20.358
3	19.270	21.107
4	19.960	21.854
5	20.650	22.603
6	21.338	23.351
7	22.028	24.099
8	22.729	24.846

This pay structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation based on 6/30/05 seniority

~~Appendix 2~~

~~PAY SCHEDULE 03: BLUE COLLAR & NON-BUILDING TRADES SENIORITY BASED TRANSACTION GRID*~~

~~Effective the first day of the pay period following the effective date of the agreement~~

	~~Grid Point~~	~~7~~	~~8~~	~~9~~	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~
~~Minimum~~	~~0~~	**~~9.845~~**	**~~10.361~~**	**~~10.995~~**	**~~11.894~~**	**~~12.868~~**	**~~13.924~~**	**~~15.067~~**	**~~16.302~~**	**~~17.641~~**
	~~1~~	**~~9.894~~**	**~~10.412~~**	**~~11.049~~**	**~~11.953~~**	**~~12.932~~**	**~~13.994~~**	**~~15.142~~**	**~~16.383~~**	**~~17.729~~**
	~~2~~	**~~9.994~~**	**~~10.512~~**	**~~11.149~~**	**~~12.053~~**	**~~13.032~~**	**~~14.094~~**	**~~15.242~~**	**~~16.483~~**	**~~17.829~~**
	~~3~~	**~~10.093~~**	**~~10.615~~**	**~~11.259~~**	**~~12.172~~**	**~~13.160~~**	**~~14.233~~**	**~~15.392~~**	**~~16.646~~**	**~~18.004~~**
	~~4~~	**~~10.142~~**	**~~10.669~~**	**~~11.315~~**	**~~12.231~~**	**~~13.225~~**	**~~14.303~~**	**~~15.469~~**	**~~16.728~~**	**~~18.092~~**
	~~5~~	**~~10.516~~**	**~~11.062~~**	**~~11.733~~**	**~~12.685~~**	**~~13.714~~**	**~~14.834~~**	**~~16.040~~**	**~~17.310~~**	**~~18.684~~**
	~~6~~	**~~10.726~~**	**~~11.281~~**	**~~11.966~~**	**~~12.937~~**	**~~13.989~~**	**~~15.127~~**	**~~16.359~~**	**~~17.630~~**	**~~19.004~~**
	~~7~~	**~~11.072~~**	**~~11.632~~**	**~~12.315~~**	**~~13.264~~**	**~~14.292~~**	**~~15.398~~**	**~~16.625~~**	**~~17.893~~**	**~~19.268~~**
	~~8~~	**~~11.225~~**	**~~11.785~~**	**~~12.467~~**	**~~13.423~~**	**~~14.460~~**	**~~15.574~~**	**~~16.811~~**	**~~18.082~~**	**~~19.456~~**
	~~9~~	**~~11.377~~**	**~~11.935~~**	**~~12.620~~**	**~~13.580~~**	**~~14.630~~**	**~~15.748~~**	**~~16.999~~**	**~~18.268~~**	**~~19.641~~**
	~~10~~	**~~11.529~~**	**~~12.090~~**	**~~12.770~~**	**~~13.738~~**	**~~14.799~~**	**~~15.925~~**	**~~17.184~~**	**~~18.454~~**	**~~19.826~~**
~~* Years~~	~~11~~	**~~11.683~~**	**~~12.241~~**	**~~12.924~~**	**~~13.898~~**	**~~14.969~~**	**~~16.097~~**	**~~17.371~~**	**~~18.640~~**	**~~20.013~~**
	~~12~~	**~~11.835~~**	**~~12.393~~**	**~~13.075~~**	**~~14.054~~**	**~~15.137~~**	**~~16.273~~**	**~~17.556~~**	**~~18.826~~**	**~~20.199~~**
	~~13~~	**~~11.988~~**	**~~12.545~~**	**~~13.229~~**	**~~14.213~~**	**~~15.309~~**	**~~16.448~~**	**~~17.743~~**	**~~19.012~~**	**~~20.386~~**
	~~14~~	**~~12.138~~**	**~~12.699~~**	**~~13.382~~**	**~~14.369~~**	**~~15.477~~**	**~~16.622~~**	**~~17.929~~**	**~~19.198~~**	**~~20.571~~**
	~~15~~	**~~12.292~~**	**~~12.849~~**	**~~13.534~~**	**~~14.530~~**	**~~15.646~~**	**~~16.797~~**	**~~18.115~~**	**~~19.384~~**	**~~20.758~~**
	~~16~~	**~~12.443~~**	**~~13.002~~**	**~~13.687~~**	**~~14.687~~**	**~~15.816~~**	**~~16.973~~**	**~~18.300~~**	**~~19.570~~**	**~~20.943~~**
	~~17~~	**~~12.596~~**	**~~13.155~~**	**~~13.838~~**	**~~14.846~~**	**~~15.983~~**	**~~17.148~~**	**~~18.486~~**	**~~19.757~~**	**~~21.130~~**

	~~18~~	~~**12.748**~~	~~**13.308**~~	~~**13.992**~~	~~**15.004**~~	~~**16.154**~~	~~**17.324**~~	~~**18.674**~~	~~**19.943**~~	~~**21.316**~~
	~~19~~	~~**12.902**~~	~~**13.460**~~	~~**14.142**~~	~~**15.161**~~	~~**16.323**~~	~~**17.498**~~	~~**18.859**~~	~~**20.128**~~	~~**21.502**~~
	~~20~~	~~**13.053**~~	~~**13.612**~~	~~**14.295**~~	~~**15.319**~~	~~**16.491**~~	~~**17.672**~~	~~**19.045**~~	~~**20.314**~~	~~**21.688**~~
	~~21~~	~~**13.206**~~	~~**13.764**~~	~~**14.448**~~	~~**15.477**~~	~~**16.661**~~	~~**17.848**~~	~~**19.231**~~	~~**20.501**~~	~~**21.875**~~
	~~22~~	~~**13.358**~~	~~**13.916**~~	~~**14.600**~~	~~**15.636**~~	~~**16.830**~~	~~**18.021**~~	~~**19.417**~~	~~**20.688**~~	~~**22.060**~~
	~~23~~	~~**13.509**~~	~~**14.068**~~	~~**14.752**~~	~~**15.793**~~	~~**17.001**~~	~~**18.195**~~	~~**19.603**~~	~~**20.873**~~	~~**22.246**~~
	~~24~~	~~**13.662**~~	~~**14.221**~~	~~**14.905**~~	~~**15.950**~~	~~**17.170**~~	~~**18.373**~~	~~**19.789**~~	~~**21.059**~~	~~**22.432**~~

~~Appendix 2~~			
~~Conservation Warden 05-40~~			
~~Effective the first day of the pay period following the effective date of the agreement~~			
	~~0~~	~~16.664~~	
	~~1~~	~~17.542~~	
	~~2~~	~~18.216~~	
	~~3~~	~~18.892~~	
	~~4~~	~~19.568~~	
	~~5~~	~~20.244~~	
	~~6~~	~~20.919~~	
	~~7~~	~~21.596~~	
	~~8~~	~~22.283~~	
~~Placement based on 6/30/04 Seniority~~			
~~This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation.~~			

~~Appendix 2~~			
~~Safety Specialist Warden, Special Investigative Warden, Environmental Warden 05-41~~			
~~Effective the first day of the pay period following the effective date of the agreement~~			
	~~0~~	~~18.272~~	
	~~1~~	~~19.225~~	
	~~2~~	~~19.959~~	
	~~3~~	~~20.693~~	
	~~4~~	~~21.425~~	
	~~5~~	~~22.159~~	
	~~6~~	~~22.893~~	
	~~7~~	~~23.626~~	
	~~8~~	~~24.358~~	
~~Placement based on 6/30/04 Seniority~~			
~~This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation.~~			

Appendix 2

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT PAY SCHEDULE

Effective June 25, 2006 through March 31, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	$10.319	$16.452	$0.310	$0.800
8	$11.127	$17.308	$0.334	$0.870
9	$12.027	$18.362	$0.361	$0.940
10	$12.999	$19.855	$0.390	$1.020
11	$14.057	$21.470	$0.422	$1.080
12	$15.204	$23.226	$0.457	$1.160
13	$16.442	$25.121	$0.494	$1.240
14	$17.780	$27.172	$0.534	$1.300
15	$19.227	$29.397	$0.577	$1.410

Appendix 2

PAY SCHEDULE 03: COLLAR & NON-BUILDING TRADES SENIORITY BASED TRANSACTION GRID*

Effective June 25, 2006 through March 31, 2007

Grid Point		7	8	9	10	11	12	13	14	15
Minimum	**0**	10.107	10.623	11.257	12.156	13.130	14.186	15.329	16.564	17.903
	1	10.239	10.755	11.389	12.288	13.262	14.318	15.461	16.696	18.035
	2	10.368	10.884	11.518	12.417	13.391	14.447	15.590	16.825	18.164
	3	10.417	10.935	11.572	12.476	13.455	14.517	15.665	16.906	18.252
	4	10.517	11.035	11.672	12.576	13.555	14.617	15.765	17.006	18.352
	5	10.616	11.138	11.782	12.695	13.683	14.756	15.915	17.169	18.527
	6	10.665	11.192	11.838	12.754	13.748	14.826	15.992	17.251	18.615
	7	11.039	11.585	12.256	13.208	14.237	15.357	16.563	17.833	19.207
	8	11.249	11.804	12.489	13.460	14.512	15.650	16.882	18.153	19.527
	9	11.595	12.155	12.838	13.787	14.815	15.921	17.148	18.416	19.791
	10	11.748	12.308	12.990	13.946	14.983	16.097	17.334	18.605	19.979
*** Years**	**11**	11.900	12.458	13.143	14.103	15.153	16.271	17.522	18.791	20.164
	12	12.052	12.613	13.293	14.261	15.322	16.448	17.707	18.977	20.349
	13	12.206	12.764	13.447	14.421	15.492	16.620	17.894	19.163	20.536
	14	12.358	12.916	13.598	14.577	15.660	16.796	18.079	19.349	20.722
	15	12.511	13.068	13.752	14.736	15.832	16.971	18.266	19.535	20.909
	16	12.661	13.222	13.905	14.892	16.000	17.145	18.452	19.721	21.094
	17	12.815	13.372	14.057	15.053	16.169	17.320	18.638	19.907	21.281
	18	12.966	13.525	14.210	15.210	16.339	17.496	18.823	20.093	21.466
	19	13.119	13.678	14.361	15.369	16.506	17.671	19.009	20.280	21.653
	20	13.271	13.831	14.515	15.527	16.677	17.847	19.197	20.466	21.839
	21	13.425	13.983	14.665	15.684	16.846	18.021	19.382	20.651	22.025

22	13.576	14.135	14.818	15.842	17.014	18.195	19.568	20.837	22.211
23	13.729	14.287	14.971	16.000	17.184	18.371	19.754	21.024	22.398
24	13.881	14.439	15.123	16.159	17.353	18.544	19.940	21.211	22.583

* This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, Reallocation, based on years of seniority as June 30, 2006

Appendix 2

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY PAY SCHEDULE

Effective June 25, 2006 through March 31, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	$9.907	$16.945	$0.298	$1.200
8	$10.682	$18.264	$0.321	$1.250
9	$11.544	$19.729	$0.347	$1.300
10	$12.479	$21.318	$0.375	$1.350
11	$13.493	$23.041	$0.405	$1.400
12	$14.593	$24.911	$0.438	$1.450
13	$15.781	$26.931	$0.474	$1.500
14	$17.068	$29.118	$0.513	$1.550
15	$18.464	$31.493	$0.554	$1.600
16	$19.749	$33.677	$0.593	$1.650
17	$21.131	$36.034	$0.634	$1.700
31	$13.860	$23.381	$0.416	NA
32	$14.553	$24.525	$0.437	NA

Appendix 2

PAY SCHEDULE 06: TECHNICAL PAY SCHEDULE

Effective June 25, 2006 through March 31, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
5	$9.497	$14.245	$0.285	$0.340
6	$9.877	$14.816	$0.297	$0.500
7	$10.294	$15.441	$0.309	$0.670
8	$10.835	$16.252	$0.326	$0.840
9	$11.051	$16.577	$0.332	$1.010
10	$11.953	$17.929	$0.359	$1.050
11	$12.934	$19.401	$0.389	$1.400
12	$13.996	$20.993	$0.420	$1.600
13	$15.144	$22.716	$0.455	$1.700
14	$16.387	$24.580	$0.492	$1.900
15	$17.733	$26.600	$0.532	$2.000
16	$19.193	$28.790	$0.576	$2.200
17	$20.773	$31.158	$0.624	$2.250
18	$22.482	$33.723	$0.675	$2.300
19	$24.281	$36.420	$0.729	$2.350

Appendix 2

PAY SCHEDULE 12: PROFESSIONAL SOCIAL SERVICES PAY SCHEDULE

Effective June 25, 2006 through March 31, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
27	$9.956	$15.037	$0.299	$1.200
28	$10.735	$16.206	$0.323	$1.250
1	$11.601	$17.506	$0.349	$1.300
2	$12.542	$18.916	$0.377	$1.350
3	$13.560	$20.444	$0.407	$1.400
4	$14.664	$22.100	$0.440	$1.450
5	$15.858	$23.892	$0.476	$1.500
6	$17.153	$25.833	$0.515	$1.550
7	$18.556	$27.939	$0.557	$1.600
8	$20.072	$30.212	$0.603	$1.700
9	$21.700	$32.653	$0.651	$1.800
10	$23.454	$35.286	$0.704	$1.900
11	$25.248	$37.974	$0.758	$2.000
12	$27.173	$40.864	$0.816	$2.100
13	$29.248	$43.976	$0.878	$2.200

~~**Appendix 3**~~

~~**PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY PAY SCHEDULE**~~

~~**Effective the first day of the pay period following the effective date of the agreement**~~

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
7	$9.521	$16.286	$0.286	$1.200
8	$10.266	$17.553	$0.308	$1.250
9	$11.095	$18.962	$0.333	$1.300
10	$11.994	$20.490	$0.360	$1.350
11	$12.968	$22.146	$0.390	$1.400
12	$14.025	$23.943	$0.421	$1.450
13	$15.167	$25.884	$0.456	$1.500
14	$16.404	$27.987	$0.493	$1.550
15	$17.746	$30.269	$0.533	$1.600
16	$18.981	$32.368	$0.570	$1.650
31	$13.242	$22.472	$0.398	(1) 1.400
32	$13.889	$23.572	$0.417	(1) 1.450

~~**(1) Movements between 05-31 and 05-32 will be in accordance with Negotiating Note 61**~~

Appendix 3

PAY SCHEDULE 05-40, 05-41 WARDEN

Effective June 25, 2006 through March 31, 2007			Effective April 1, 2007 through June 30, 2007		
Year	PR 5-40	PR 5-41	Year	PR 5-40	PR 5-41
2006	$19.400	$21.813	2006	$19.837	$22.304
2005	$19.400	$21.813	2005	$19.837	$22.304
2004	$20.030	$22.423	2004	$20.481	$22.928
2003	$20.790	$23.033	2003	$21.258	$23.551
2002	$21.550	$23.644	2002	$22.035	$24.176
2001	$22.310	$24.254	2001	$22.812	$24.800
2000	$23.070	$24.864	2000	$23.589	$25.423
1999	$23.830	$25.474	1999	$24.366	$26.047
1998	$24.590	$26.084	1998	$25.143	$26.671
1997	$25.350	$26.695	1997	$25.920	$27.296
1996	$26.110	$27.305	1996	$26.697	$27.919
1995	$26.500	$27.915	1995	$27.096	$28.543
1994	$26.500	$27.915	1994	$27.096	$28.543
1993	$26.500	$27.915	1993	$27.096	$28.543
1992	$26.500	$27.915	1992	$27.096	$28.543
1991	$26.500	$27.915	1991	$27.096	$28.543
1990	$26.500	$27.915	1990	$27.096	$28.543
1989	$26.500	$27.915	1989	$27.096	$28.543
1988	$26.500	$27.915	1988	$27.096	$28.543
1987	$26.500	$27.915	1987	$27.096	$28.543
1986	$26.500	$27.915	1986	$27.096	$28.543
1985	$26.780	$27.915	1985	$27.383	$28.543
1984	$26.780	$27.915	1984	$27.383	$28.543
1983	$26.780	$27.915	1983	$27.383	$28.543
1982	$26.780	$27.915	1992	$27.383	$28.543
1981	$26.780	$27.915	1981	$27.383	$28.543
1980	$26.780	$27.915	1980	$27.383	$28.543
1979	$27.826	$27.915	1979	$28.452	$28.543
1978	$27.826	$27.915	1978	$28.452	$28.543

1977	$27.826	$27.915	1977	$28.452	$28.543
1976	$27.826	$27.915	1976	$28.452	$28.543
1975	$27.826	$27.915	1975	$28.452	$28.543
1974	$27.826	$27.915	1974	$28.452	$28.543
1973	$27.826	$27.915	1973	$28.452	$28.543
1972	$27.826	$27.915	1973	$28.452	$28.543
1971	$27.826	$27.915	1971	$28.452	$28.543
1970	$27.826	$27.915	1970	$28.452	$28.543

These pay structures are applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation

APPENDIX 3

Structure 2: SPS – Pay Ranges 05-31 and 05-32 ONLY

Starting base pay for all employees is listed in the "Less than 24 Months of Adjusted Continuous Service" columns below. After completion of 24 months of adjusted continuous service, an employee's base pay will be set at the rates listed in the "More than 24 Months of Adjusted Continuous Service" columns except as provided for in Appendix 7 of this Agreement.

	Less than 24 Months of Adjusted Continuous Service			More than 24 Months of Adjusted Continuous Service		
Classification	**Through 6/24/06**	**6/25/06-3/31/07**	**4/1/07-6/30/07**	**Through 6/24/06**	**6/25/06-3/31/07**	**4/1/07 – 6/30/07**
05-31	**$13.507**	**$13.860**	**$14.172**	**$15.408**	**$15.715**	**$16.071**
05-32	**$14.167**	**$14.553**	**$14.881**	**$16.917**	**$17.287**	**$17.676**

Employees entering these classifications with greater than 24 months of adjusted continuous service are placed on "structure rates" in accordance with the pay administration provisions in Appendix 7 of this Agreement. Those rates are contained in the table below.

05-31 6/25/06 – 3/31/07	05-32 6/25/06 – 3/31/07	Year of Adjusted Continuous Service Date	05-31 4/1/07 – 6/30/07	05-32 4/1/07 – 6/30/07
$13.860	$14.553	2005 or later	14.172	14.881
$13.860	$14.553	2004	16.071	17.676
$15.715	$17.287	2003	16.071	17.676
$16.130	$17.743	2002	16.493	18.143
$16.550	$18.205	2001	16.923	18.615
$16.970	$18.667	2000	17.352	19.088
$17.390	$19.129	1999	17.782	19.560
$17.810	$19.591	1998	18.211	20.032
$18.230	$20.053	1997	18.641	20.505
$18.650	$20.515	1996	19.070	20.977
$19.070	$20.977	1995	19.500	21.449
$19.490	$21.439	1994	19.929	21.922
$19.910	$21.901	1993	20.358	22.394
$20.330	$22.363	1992	20.788	22.867
$20.750	$22.825	1991	21.217	23.339
$21.170	$23.287	1990	21.647	23.811
$21.590	$23.749	1989	22.076	24.284
$22.010	$24.211	1988	22.506	24.756
$22.110	$24.321	1987	22.608	24.869
$22.210	$24.431	1986	22.710	24.981
$22.310	$24.541	1985	22.812	25.094

05-31 6/25/06 – 3/31/07	05-32 6/25/06 – 3/31/07	Year of Adjusted Continuous Service Date	05-31 4/1/07 – 6/30/07	05-32 4/1/07 – 6/30/07
$22.410	$24.651	1984	22.915	25.206
$22.510	$24.761	1983	23.017	25.319
$22.610	$24.871	1982	23.119	25.431
$22.710	$24.981	1981	23.221	25.544
$22.810	$25.091	1980	23.324	25.656
$22.910	$25.201	1979	23.426	25.769
$23.010	$25.311	1978	23.528	25.881
$23.110	$25.421	1977	23.630	25.993
$23.210	$25.531	1976	23.733	26.106
$23.310	$25.641	1975	23.835	26.218
$23.410	$25.751	1974	23.937	26.331
$23.510	$25.861	1973	24.039	26.443
$23.610	$25.971	1972	24.142	26.556
$23.710	$26.081	1971	24.244	26.668
$23.810	$26.191	1970	24.346	26.781
$23.910	$26.301	1969	24.448	26.893
$24.010	$26.411	1968	24.551	27.006
$24.110	$26.521	1967	24.653	27.118
$24.210	$26.631	1966	24.755	27.231
$24.310	$26.741	1965 or earlier	24.857	27.343

This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation. For transaction determination, the range maximum from the related pay schedule will be used if needed.

Appendix 3

PAY GRID 06-25 TECHNICAL BARGAINING UNIT (PILOTS)

Effective June 25, 2006 through March 31, 2007

	PR 06-25
2006	$19.751
2005	$20.137
2004	$20.585
2003	$21.033
2002	$21.481
2001	$21.928
2000	$22.376
1999	$22.824
1998	$23.470
1997	$23.917
1996	$24.365
1995	$24.813
1994	$25.771
1993	$26.698
1992	$27.005
1991	$27.310
1990	$27.617
1989	$27.922
1988	$28.144
1987	$28.370
1986	$28.618

* This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation

Appendix 3

PAY GRID 06-25 TECHNICAL BARGAINING UNIT (PILOTS)

Effective April 1, 2007 through June 30, 2007

	PR 06-25
2006	$20.196
2005	$20.591
2004	$21.049
2003	$21.507
2002	$21.965
2001	$22.422
2000	$22.880
1999	$23.338
1998	$23.999
1998	$24.456
1996	$24.914
1995	$25.372
1994	$26.351
1993	$27.299
1992	$27.613
1991	$27.925
1990	$28.239
1989	$28.551
1988	$28.778
1987	$29.009
1986	$29.262

* This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation.

Appendix 3

PAY STRUCTURE 06 TECHNICAL BARGAINING UNIT (LPN and NA)

Effective June 25, 2006 through March 31, 2007

		PR 6-14	PR 6-10	PR 6-11	PR 6-12
		LPN	NA 1	NA 2	NA 3
Min		16.387	11.953	12.934	13.996
	2005	17.250	12.310	13.330	14.500
	2004	17.465	12.480	13.510	14.700
	2003	17.680	12.650	13.690	14.900
	2002	17.895	12.820	13.870	15.100
	2001	18.110	12.990	14.050	15.300
	2000	18.325	13.160	14.230	15.500
	1999	18.540	13.330	14.410	15.700
	1998	18.755	13.500	14.590	15.900
	1997	18.970	13.670	14.770	16.100
	1996	19.185	13.840	14.950	16.300
	1995	19.400	14.010	15.130	16.500
	1994	19.615	14.180	15.310	16.700
	1993	19.830	14.350	15.490	16.900
	1992	20.045	14.520	15.670	17.100
	1991	20.260	14.690	15.850	17.300
	1990	20.475	14.860	16.030	17.500
	1989	20.690	15.030	16.210	17.700
	1988	20.905	15.200	16.390	17.900
	1987	21.120	15.370	16.570	18.100
	1986	21.335	15.540	16.750	18.300
	1985	21.550	15.710	16.930	18.500
	1984	21.765	15.880	17.110	18.700
	1983	21.980	16.050	17.290	18.900
	1982	22.195	16.220	17.470	19.100
	1981	22.410	16.390	17.650	19.300
	1980	22.625	16.560	17.830	19.500
	1979	22.840	16.730	18.010	19.700
	1978	23.055	16.900	18.190	19.900
	1977	23.270	17.070	18.370	20.100

1976	23.485	17.240	18.550	20.300
1975	23.700	17.410	18.730	20.500
1974	23.915	17.580	18.910	20.700
1973	24.130	17.750	19.090	20.900
1972	24.345	17.920	19.270	21.100
1971	24.560	18.090	19.450	21.300
1970	24.775	18.260	19.630	21.500
1969	24.990	18.430	19.810	21.700
1968	25.205	18.600	19.990	21.900
1967	25.420	18.770	20.170	22.100
1966	25.635	18.940	20.350	22.300
1965	25.850	19.110	20.530	22.500
1964	26.065	19.280	20.710	22.500

This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation. For transaction determination the range maximum from the related pay schedule will be used if needed

Appendix 3

PAY STRUCTURE 06 TECHNICAL BARGAINING UNIT (LPN and NA)

Effective April 1, 2007 through June 30, 2007

	PR 6-14	PR 6-10	PR 6-11	PR 6-12
	LPN	NA 1	NA 2	NA 3
Min	16.756	12.222	13.226	14.311
2005	17.639	12.587	13.630	14.827
2004	17.858	12.761	13.814	15.031
2003	18.078	12.935	13.999	15.236
2002	18.298	13.109	14.183	15.440
2001	18.518	13.283	14.367	15.645
2000	18.738	13.457	14.551	15.849
1999	18.958	13.630	14.735	16.054
1998	19.177	13.804	14.919	16.258
1997	19.397	13.978	15.103	16.463
1996	19.617	14.152	15.287	16.667
1995	19.837	14.326	15.471	16.872
1994	20.057	14.500	15.655	17.076
1993	20.277	14.673	15.839	17.281
1992	20.497	14.847	16.023	17.485
1991	20.716	15.021	16.207	17.690
1990	20.936	15.195	16.391	17.894
1989	21.156	15.369	16.575	18.099
1988	21.376	15.542	16.759	18.303
1987	21.596	15.716	16.943	18.508
1986	21.816	15.890	17.127	18.712
1985	22.035	16.064	17.311	18.917
1984	22.255	16.238	17.495	19.121
1983	22.475	16.412	17.680	19.326
1982	22.695	16.585	17.864	19.530
1981	22.915	16.759	18.048	19.735
1980	23.135	16.933	18.232	19.939
1979	23.354	17.107	18.416	20.144
1978	23.574	17.281	18.600	20.348
1977	23.794	17.455	18.784	20.553

1976	24.014	17.628	18.968	20.757
1975	24.234	17.802	19.152	20.962
1974	24.454	17.976	19.336	21.166
1973	24.673	18.150	19.520	21.371
1972	24.893	18.324	19.704	21.575
1971	25.113	18.498	19.888	21.780
1970	25.333	18.671	20.072	21.984
1969	25.553	18.845	20.256	22.189
1968	25.773	19.019	20.440	22.393
1967	25.992	19.193	20.624	22.598
1966	26.212	19.367	20.808	22.802
1965	26.432	19.540	20.992	23.007
1964	26.652	19.714	21.176	23.007

This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation. For transaction determination the range maximum from the related pay schedule will be used if needed

APPENDIX 3

Structure 3 Technical Bargaining Unit, Resident Care Technician

Effective upon implementation of the June 25, 2006 structure

Except as noted below, an employee who completes 24 months in pay status as a Resident Care Technician 1 (RCT) will be paid a base pay rate equivalent to the rate for the appropriate the years of adjusted continuous service date in the RCT 2 structure. Pay will be effective the first day of the pay period following the date in which the 24 months in pay status is attained. In counting time in pay status, sixty (60) days will be waived per occurrence of time charged to a s. 230.36 claim or worker's compensation. Pay will continue to be based on the structure rate for an RCT 2 as long as the employee remains in the RCT 1 classification. At the time such an employee is reclassified to RCT 2, there will be no increase in pay.

An RCT 1 is not eligible to be paid the RCT 2 pay rate, at the appropriate time for such a pay adjustment , if the employee is on a concentrated performance evaluation program in accordance with 4/13/1A of this Agreement. Such an employee will be moved to the RCT 2 pay rate the first day of the pay period following the successful completion of the concentrated performance evaluation program.

This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation. For transaction determination the range maximum from the related pay schedule will be used if needed.

Effective June 25, 2006 through March 31, 2007			Effective April 1, 2007 Through June 30, 2007	
PR 6-10	**PR 6-11**		**PR 6-10**	**PR 6-11**
RCT 1	**RCT 2**		**RCT 1**	**RCT 2**
11.953	12.934	**Min**	12.222	13.226
12.190	13.160	**2005**	12.465	13.457
12.380	13.350	**2004**	12.659	13.651
12.570	13.540	**2003**	12.853	13.845
12.760	13.730	**2002**	13.048	14.039
12.950	13.920	**2001**	13.242	14.234
13.140	14.110	**2000**	13.436	14.428

13.330	14.300	**1999**	13.630	14.622
13.520	14.490	**1998**	13.825	14.817
13.710	14.680	**1997**	14.019	15.011
13.900	14.870	**1996**	14.213	15.205
14.090	15.060	**1995**	14.408	15.399
14.280	15.250	**1994**	14.602	15.594
14.470	15.440	**1993**	14.796	15.788
14.660	15.630	**1992**	14.990	15.982
14.850	15.820	**1991**	15.185	16.176
15.040	16.010	**1990**	15.379	16.371
15.230	16.200	**1989**	15.573	16.565
15.420	16.390	**1988**	15.767	16.759
15.610	16.580	**1987**	15.962	16.954
15.800	16.770	**1986**	16.156	17.148
15.990	16.960	**1985**	16.350	17.342
16.180	17.150	**1984**	16.545	17.536
16.370	17.340	**1983**	16.739	17.731
16.560	17.530	**1982**	16.933	17.925

APPENDIX 3

Structure 3 Technical Bargaining Unit, Resident Care Technician - Continued

Effective June 25, 2006 through March 31, 2007			Effective April 1, 2007 Through June 30, 2007	
PR 6-10 RCT 1	**PR 6-11 RCT 2**		**PR 6-10 RCT 1**	**PR 6-11 RCT 2**
16.750	17.720	**1981**	17.127	18.119
16.940	17.910	**1980**	17.322	18.313
17.130	18.100	**1979**	17.516	18.508
17.320	18.290	**1978**	17.710	18.702
17.510	18.480	**1977**	17.904	18.896
17.700	18.670	**1976**	18.099	19.091
17.890	18.860	**1975**	18.293	19.285
18.080	19.050	**1974**	18.487	19.479
18.270	19.240	**1973**	18.682	19.673
18.460	19.430	**1972**	18.876	19.868
18.650	19.620	**1971**	19.070	20.062
18.840	19.810	**1970**	19.264	20.256
19.030	20.000	**1969**	19.459	20.450
19.220	20.190	**1968**	19.653	20.645
19.410	20.380	**1967**	19.847	20.839
19.600	20.570	**1966**	20.041	21.033
19.790	20.760	**1965**	20.236	21.228

APPENDIX 3

Structure 3: PSS – PROBATION AND PAROLE AGENTS A, B, C AND SOCIAL WORKERS CORRECTIONS A, B, C ONLY

Effective upon implementation of the June 25, 2006 structures

Starting base pay for all employees is listed in the chart below unless otherwise provided for in Appendix 7 of this Agreement. Placement and progression for each group of classifications is as follows below. In addition when counting the number of hours (time) in pay status as required in the provision, the Employer will waive up to sixty (60) days, per occurrence, of the time charged to a s.230.36 claim or Workers Compensation claim.

Social Worker – Corrections (A), (B) and (C): Employees with a temporary certification/license through the Department of Regulation and Licensing (DRL) will be placed at the (A) level, pay range 12-05. When the employee is fully certified/licensed through DRL and the employee provides a copy of the certification/license to his/her immediate supervisor, the employee will be moved to the (B) level effective the first day of the pay period following receipt of the copy. Employees fully certified/licensed through the DRL with less than eighteen (18) months in pay status as a Social Worker – Corrections (B) will be placed at the Social Worker – Corrections (B) level, pay range 12-06. When placed at the (B) level, the employee will be moved to the Social Worker – Corrections (C) level, pay range 12-08, after a total of eighteen (18) months in pay status as Social Worker – Corrections (B). Movement to the (C) level is effective the first day of the pay period following completion of the required time frame.

Probation & Parole Agent (A), (B) and (C): Employees with less than eighteen (18) months in pay status in the Probation & Parole Agent classifications will be placed at the (A) level, pay range 12-05. If placed at the (A) level, the employee will be moved to the (B) level after a total of eighteen (18) months in pay status as a Probation & Parole Agent – Entry or Probation & Parole Agent (A) or combination of both. Employees with greater than 18 months in pay status as a Probation & Parole Agent will be placed at the (B) level (pay range 12-06). When placed at the (B) level, the employee will be moved to the (C) level after a total of eighteen (18) months in pay status as a Probation & Parole Agent – Objective or Probation & Parole Agent (B) or combination of both. Employees with greater than thirty-six (36) months in pay status as a Probation & Parole Agent will be placed at the (C) level, pay range 12-08. All level movements are effective the first day of the pay period following completion of the required time frame.

Note: Negotiating Notes 39 and 40 expire with implementation of this Appendix on June 25, 2006. The progression process described in this Appendix reflects the language and intent of former Negotiating Notes 39 and 40.

Classification	***A Level Structure Rate (12-05) 6/25/06***	***A Level Structure Rate (12-05) 4/1/07***	***B Level Structure Rate (12-06) 6/25/06***	***B Level Structure Rate (12-06) 4/1/07***	***C Level Structure Rates (12-08)***
Social Worker - Corrections	$15.858	$16.215	$17.408	$17.800	Structure rate corresponding to employee's year of adjusted continuous service date (see below).
Probation & Parole Agent	$15.858	$16.215	$17.408	$17.800	Structure rate corresponding to employee's year of adjusted continuous service date (see below).

APPENDIX 3

Structure 3: PSS – PROBATION AND PAROLE AGENTS A, B, C AND SOCIAL WORKERS CORRECTIONS A, B, C ONLY - Continued

6/25/06	*Year of Adjusted Continuous Service Date*	*4/1/07*	*6/25/06*	*Year of Adjusted Continuous Service Date*	*4/1/07*
$20.070	2006 or later	20.522	$25.600	1985	26.176
$20.070	2005	20.522	$25.850	1984	26.432
$20.190	2004	20.645	$26.090	1983	26.678
$20.310	2003	20.767	$26.440	1982	27.035
$20.510	2002	20.972	$26.690	1981	27.291
$20.660	2001	21.125	$26.930	1980	27.536
$20.810	2000	21.279	$27.180	1979	27.792
$21.260	1999	21.739	$27.420	1978	28.037
$21.660	1998	22.148	$27.470	1977	28.089
$22.350	1997	22.853	$27.520	1976	28.140
$22.650	1996	23.160	$27.570	1975	28.191
$22.890	1995	23.406	$27.620	1974	28.242
$23.140	1994	23.661	$27.670	1973	28.293
$23.430	1993	23.958	$27.720	1972	28.344
$23.780	1992	24.316	$27.770	1971	28.395
$24.030	1991	24.571	$27.820	1970	28.446
$24.270	1990	24.817	$27.870	1969	28.498
$24.520	1989	25.072	$27.920	1968	28.549
$24.760	1988	25.318	$27.970	1967	28.600
$25.060	1987	25.624	$28.020	1966	28.651
$25.360	1986	25.931	$28.070	1965 or earlier	28.702

This structure is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification and Reallocation. For transaction determination, the range maximum from the related pay schedule will be used if needed.

~~**Appendix 4**~~

~~**PAY SCHEDULE 6-25 TECHNICAL BARGAINING UNIT (PILOTS)**~~

~~**Effective the first day of the pay period following the effective date of the agreement**~~

	-	~~**06-25**~~	-
	~~**0**~~	~~**19.355**~~	
	~~**1**~~	~~**20.075**~~	
	~~**2**~~	~~**20.696**~~	
	~~**3**~~	~~**21.317**~~	
	~~**4**~~	~~**21.937**~~	
	~~**5**~~	~~**22.558**~~	
	~~**6**~~	~~**23.178**~~	
	~~**7**~~	~~**23.799**~~	
	~~**8**~~	~~**24.420**~~	
	~~**9**~~	~~**25.041**~~	
	~~**10**~~	~~**25.661**~~	

~~*** This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, and Reallocation. Placement based on years of seniority as of June 30, 2004.**~~

Appendix 4

PAY SCHEDULE 02: ADMINISTRATIVE SUPPORT UNIT PAY SCHEDULE

Effective April 1, 2007 through June 30, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
8	$11.378	$17.698	$0.342	$0.870
9	$12.298	$18.776	$0.369	$0.940
10	$13.292	$20.302	$0.399	$1.020
11	$14.374	$21.954	$0.432	$1.080
12	$15.547	$23.749	$0.467	$1.160
13	$16.812	$25.687	$0.505	$1.240
14	$18.181	$27.784	$0.546	$1.300
15	$19.660	$30.059	$0.590	$1.410

Appendix 4

PAY SCHEDULE 03: COLLAR & NON-BUILDING TRADES SENIORITY BASED TRANSACTION GRID*

Effective April 1, 2007 through June 30, 2007

Grid Point		8	9	10	11	12	13	14	15
Minimum	**0**	10.898	11.540	12.451	13.437	14.506	15.663	16.914	18.269
	1	11.031	11.674	12.584	13.570	14.640	15.797	17.047	18.403
	2	11.162	11.804	12.715	13.701	14.770	15.927	17.178	18.533
	3	11.214	11.860	12.775	13.766	14.841	16.003	17.260	18.622
	4	11.316	11.961	12.876	13.867	14.942	16.104	17.361	18.723
	5	11.420	12.072	12.996	13.997	15.083	16.257	17.526	18.901
	6	11.474	12.129	13.056	14.062	15.153	16.335	17.609	18.990
	7	11.872	12.552	13.515	14.557	15.691	16.912	18.199	19.590
	8	12.094	12.788	13.771	14.835	15.988	17.236	18.522	19.914
	9	12.450	13.141	14.102	15.142	16.263	17.504	18.789	20.181
	10	12.604	13.295	14.263	15.313	16.441	17.694	18.980	20.371
*** Years**	**11**	12.756	13.450	14.422	15.485	16.617	17.884	19.168	20.559
	12	12.913	13.602	14.582	15.656	16.796	18.071	19.356	20.746
	13	13.066	13.758	14.743	15.828	16.971	18.260	19.545	20.935
	14	13.220	13.911	14.902	15.998	17.149	18.447	19.734	21.124
	15	13.374	14.066	15.062	16.172	17.325	18.637	19.922	21.313
	16	13.530	14.221	15.221	16.343	17.501	18.825	20.110	21.500
	17	13.682	14.375	15.384	16.514	17.679	19.014	20.298	21.689
	18	13.836	14.530	15.543	16.685	17.857	19.201	20.486	21.877
	19	13.992	14.683	15.704	16.855	18.034	19.389	20.676	22.066

20	14.146	14.838	15.863	17.028	18.212	19.579	20.865	22.255
21	14.301	14.991	16.023	17.199	18.389	19.767	21.052	22.443
22	14.454	15.145	16.182	17.369	18.565	19.955	21.240	22.631
23	14.608	15.301	16.343	17.541	18.743	20.144	21.429	22.820
24	14.762	15.454	16.503	17.712	18.919	20.332	21.618	23.008

* This grid is applicable to the following transactions: Original Appointment, Promotion, Demotion, Transfer, Reinstatement, Restoration, Reclassification, Reallocation, based on years of seniority as June 30, 2006

Appendix 4

PAY SCHEDULE 05: SECURITY & PUBLIC SAFETY PAY SCHEDULE

Effective April 1, 2007 through June 30, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
8	$10.923	$18.675	$0.328	$1.250
9	$11.804	$20.173	$0.355	$1.300
10	$12.760	$21.798	$0.383	$1.350
11	$13.797	$23.560	$0.414	$1.400
12	$14.922	$25.472	$0.448	$1.450
13	$16.137	$27.537	$0.485	$1.500
14	$17.453	$29.774	$0.524	$1.550
15	$18.880	$32.202	$0.567	$1.600
16	$20.194	$34.435	$0.606	$1.650
17	$21.607	$36.846	$0.649	$1.700
31	$14.172	$23.908	$0.426	NA
32	$14.881	$25.077	$0.447	NA

Appendix 4

PAY SCHEDULE 06: TECHNICAL PAY SCHEDULE

Effective April 1, 2007 through June 30, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
8	$11.079	$16.618	$0.333	$0.840
9	$11.300	$16.950	$0.339	$1.010
10	$12.222	$18.333	$0.367	$1.050
11	$13.226	$19.838	$0.397	$1.400
12	$14.311	$21.466	$0.430	$1.600
13	$15.485	$23.228	$0.465	$1.700
14	$16.756	$25.134	$0.503	$1.900
15	$18.132	$27.199	$0.544	$2.000
16	$19.625	$29.438	$0.589	$2.200
17	$21.241	$31.860	$0.638	$2.250
18	$22.988	$34.482	$0.690	$2.300
19	$24.828	$37.240	$0.745	$2.350

Appendix 4

PAY SCHEDULE 12: PROFESSIONAL SOCIAL SERVICES PAY SCHEDULE

Effective April 1, 2007 through June 30, 2007

Range	Minimum	Maximum	Within Range Pay Step	Range Adjustment
1	$11.863	$17.900	$0.356	$1.300
2	$12.825	$19.342	$0.385	$1.350
3	$13.866	$20.904	$0.416	$1.400
4	$14.994	$22.598	$0.450	$1.450
5	$16.215	$24.430	$0.487	$1.500
6	$17.539	$26.415	$0.527	$1.550
7	$18.974	$28.568	$0.570	$1.600
8	$20.524	$30.892	$0.616	$1.700
9	$22.189	$33.388	$0.666	$1.800
10	$23.982	$36.080	$0.720	$1.900
11	$25.817	$38.829	$0.775	$2.000
12	$27.785	$41.784	$0.834	$2.100
13	$29.907	$44.966	$0.898	$2.200

APPENDIX 5

~~2003-2005~~2005-2007 AGREEMENT

BLUE COLLAR PERSONNEL TRANSACTION PAY ADJUSTMENTS

Except as otherwise provided in this Agreement, all personnel transaction pay adjustments for employees moving to, between, or within positions allocated to classifications in ~~any of the WSEU bargaining units~~the Blue Collar bargaining unit will be determined in accordance with the following provisions. The changes to these provisions will be effective the day of the FY ~~2003-2004~~2005-2006 wage adjustments provided in Article XII of this Agreement.

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

1. ~~For pay schedules included in this Agreement, "higher pay range" means the pay range with the grid endpoint rate that has the greater dollar value, when comparing pay ranges not designated as counterparts. (Replaces definition for "higher pay range" in ss. ER 1.02 (13) and ER MRS. 1.02(9), Wis. Adm. Code)~~"Pay range maximum" when comparing maximums pay rates to determine if a classification is in a higher, lower or the same pay range, shall be the grid endpoint rate for any pay range that does not have a designated maximum pay rate, (Supplemental definition).

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

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

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

~~5~~2. "Grid rate" means the rate of pay associated with a grid point in a pay range. (Supplementary definition)

~~6~~3. ~~a.~~ "Grid seniority" means an employee's or former employee's full years of seniority on the date used to determine seniority level for purposes of implementing the most current grid for the applicable pay schedule. (Supplementary definition)

~~b. (SPS) Where an employee is rehired and the date of hire begins the employee's seniority date in accordance with 5/1/3 of this Agreement, the date of rehire will be used to determine the employee's seniority level for purposes of determining the pay adjustments set forth in this Appendix until such time as the next grid is implemented for the applicable bargaining unit.~~

B. PAY ON COMPLETION OF ALL PAY TRANSACTIONS (MINIMUM REQUIREMENT FOR EMPLOYEES OTHER THAN TRAINEES). In general, on completion of any personnel transaction, an employee will receive a base pay rate at least equal to the minimum rate for the class~~ if the employee is serving a probationary period~~. **(BC)** Original appointments involving employees whose adjusted seniority date differs from that of the effective date of the appointment will be paid the greater of the minimum of the appropriate pay range or the grid point that corresponds to the employee's grid seniority.

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

D. PAY ON ALL UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS; AND MOVEMENT BETWEEN LETTERED LEVELS OF THE SAME CLASSIFICATION).

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

1. the grid rate for the new class that corresponds to the employee's grid seniority;
2. the employee's current base pay rate; or
3. if the employee's current base pay rate is greater than the grid endpoint of the old class, the employee's current base pay rate plus the difference between the grid endpoint rate of the new class and the grid endpoint rate of the old class.

E. PAY ON DOWNWARD MOVEMENTS~~ (ASU, BC, SPS, T)~~

1. VOLUNTARY DEMOTIONS OTHER THAN DEMOTION IN LIEU OF LAYOFF. An employee's base pay will be set at the grid rate for the new class that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than or equal to the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the greater of the following rates:

a. the grid endpoint rate,

b. the employee's current pay rate, decreased by $1.00 for each pay range the employee is demoting.

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

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

b. the employee's current base pay rate.

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

F. PAY ON LATERAL MOVEMENTS ~~(ASU, BC, SPS, T)~~

1. TRANSFERS WITHIN THE SAME BARGAINING UNIT; REGRADE ON RECLASSIFICATION OR REALLOCATION TO THE SAME OR COUNTERPART PAY RANGE. An employee's base pay will be set at the greater of the following rates:

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

b. the employee's current base pay rate.

2. TRANSFERS BETWEEN BARGAINING UNITS (EXCEPT THOSE NOTED IN 3., BELOW). An employee's base pay will be set at the grid rate for the new class that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate. If the employee's grid seniority level is less than the lowest seniority level for the new class and the employee previously attained permanent status in class, the employee's base pay will be set at the minimum rate for the new class.

3. TRANSFERS BETWEEN BARGAINING UNITS INVOLVING INVOLUNTARY TRANSFERS, TRANSFERS IN LIEU OF LAYOFF OR TRANSFERS AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1. An employee's base pay will be set at the greater of the following rates:

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

b. the employee's current base pay rate.

If the lateral movement results in the employee retaining his/her current base pay rate, such a rate will remain in effect for a period of two (2) years from the transaction effective date ("temporary transaction rate"). Upon expiration of the temporary transaction period, a personnel transaction that provides a higher base pay rate, or upon movement out of the WSEU bargaining units, whichever occurs earlier, the employee's current pay will be set in accordance with the provisions for transfer under F/2, of this Appendix. Upon termination of the temporary transaction rate for any of the reasons identified above, the adjusted current pay rate will be used when determining the appropriate pay rate for the subsequent personnel transaction, unless otherwise provided in this Appendix.

G. PAY ON REINSTATEMENT. An employee's base pay will be set at the grid rate for the class to which reinstated that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the class, the employee's base pay will be set at the grid endpoint rate. If an employee's grid seniority level is less than the lowest seniority level for the class to which reinstated and the employee previously attained permanent status in class, the employee's base pay will be set at the minimum rate for the class to which reinstated.

H. PAY ON RESTORATION

1. RESTORATION (ALL, INCLUDING RESTORATION UNDER 8/6/2 OR 8/6/3, AND EXCEPT AS PROVIDED UNDER 2, BELOW).

a. Upon restoration to a position at the same pay range and in the same bargaining unit as the class from which restoration rights are derived, an employee's base pay will be set at the greater of the following rates:

(1) the grid rate for the class to which the employee is restored that corresponds to the employee's grid seniority, or

(2) the employee's last rate of pay received in the position from which restoration rights are derived, plus any intervening adjustments under s. ER 29.04(13) or (14), Wis. Adm. Code. The adjustments applied to the employee's last rate of pay received will be those applied to the class from which the restoration rights are derived.

b. Upon restoration to a position at a counterpart pay range from that of the position from which restoration rights are derived, an employee's base pay will be set at the grid rate for the class to which restored that corresponds to the employee's grid seniority. If the employee's grid seniority is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate.

c. Upon restoration to a position at a lower pay range from the position from which restoration rights are derived, an employee's base pay will be set in accordance with the provisions under E/2, of this Appendix, relating to demotions other than those that are voluntary.

2. RESTORATION UPON NON-COMPLETION OF PROBATION UPON PROMOTION WITHIN AN AGENCY UNDER S. ER MRS 14.03(1), WIS. ADM. CODE (PROMOTIONS BETWEEN BARGAINING UNITS ONLY). An employee's base pay will be set at the grid rate for the class, to which restored, that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the new class, the employee's base pay will be set at the grid endpoint rate.

I. PAY ON ACCRETION PURSUANT TO S. 230.15(1), WIS. STATS. An employee's base pay will be set at the grid rate for the class to which accreted that corresponds to the employee's grid seniority. If the employee's grid seniority level is greater than the seniority level corresponding to the grid endpoint for the class, the employee's base pay will be set at the grid endpoint rate.

J. EFFECTIVE DATE OF REGRADE ADJUSTMENTS. Pay adjustments resulting from regrading an employee will be effective in accordance with the policies established by the director of OSER.

K. MULTIPLE PAY ADJUSTMENTS. Multiple pay adjustments that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code.

L. PAY ADJUSTMENTS FOR TRAINEES.

1. General. On completion of any personnel transaction, a trainee will receive a base pay rate not less than the minimum rate for the training program.

2. Regrade on Reallocation (Upward, Downward, Lateral). A trainee will retain the same pay relationship within the training program, based upon qualifications and the specific segments of the training program that have been waived or completed.

3. Upward, Downward or Lateral Movements (Promotion, Demotion or Transfer). A trainee's base pay will be set in accordance with the applicable provisions of this Appendix.

M. ELIMINATION OF "PSICM." All references to "PSICM" in the Agreement and ER 29, Wis. Admin. Code, will be changed to "minimum."

APPENDIX 6

2003-2005<u>2005-2007</u> AGREEMENT

Supplemental Health Insurance Conversion Credits Upon Retirement

Years of Adjusted Continuous Service	Maximum Matching Credits - General	Maximum Matching Credits - Protective
15	780	1170
16	832	1248
17	884	1326
18	936	1404
19	988	1482
20	1040	1560
21	1092	1638
22	1144	1716
23	1196	1794
24	1248	1872
25	1352	1976
26	1456	2080
For each additional year:	Add 104 hours	Add 104 hours

APPENDIX 7

2005-2007 AGREEMENT

PAY ADMINISTRATION FOR THE FOLLOWING CLASSIFICATIONS ONLY:

SPS: CORRECTIONAL OFFICER; CORRECTIONAL SERGEANT; PSYCHIATRIC CARE TECHNICIAN; YOUTH COUNSELOR; YOUTH COUNSELOR ADVANCED, CONSERVATION WARDEN; SAFETY SPECIALIST WARDEN; SPECIAL INVESTIGATIVE WARDEN; ENVIRONMENTAL WARDEN

TECH: LICENSED PRACTICAL NURSE; RESIDENT CARE TECHNICIAN 1 AND 2; NURSING ASSISTANT 1, 2 AND 3; AND AIRCRAFT PILOT

PSS: PROBATION & PAROLE AGENT A, B AND C; SOCIAL WORKER – CORRECTIONS A, B AND C

PERSONNEL TRANSACTION PAY ADJUSTMENTS

Except as otherwise provided in this Agreement, all personnel transaction pay adjustments for employees moving to, between, or within positions allocated to the classifications listed above will be determined in accordance with the following provisions. This appendix is effective upon implementation of the June 25, 2006 structures.

Appendix 7 will be used in conjunction with the provisions and structures found in Appendix 3. The rates of pay related to an employee's "year of adjusted continuous service" are listed in the applicable structure within Appendix 3.

A. MINIMUM PAY ON COMPLETION OF ALL PAY TRANSACTIONS (OTHER THAN TRAINEES). In general, on completion of any personnel transaction, an employee will receive a base pay rate equal to at least the minimum of the pay range.

1. SPS: Minimum Pay for Pay Ranges 05-31 and 05- 32: refer to Appendix 3, Structure 1. Minimum Pay for Pay Ranges 05-40 and 05-41: refer to Appendix 3, Structures 4 and 5.

2. Tech: Minimum Pay for Licensed Practical Nurse, Resident Care Technician 1, or 2, and Nursing Assistant 1, 2 or 3: refer to Appendix 3, Structure 2. Minimum Pay for Aircraft Pilot: refer to Appendix 3, Structure 6.

3. PSS: Minimum Pay for Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C: refer to Appendix 3, Structure 3.

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

C. PAY ON UPWARD MOVEMENTS (PROMOTION; REGRADE ON RECLASSIFICATION TO A HIGHER CLASS OR REALLOCATION TO A HIGHER CLASS). An employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service, with the following exceptions:

1. SPS: Pay ranges 05-31 to 05- 32:

If an employee promotes from pay range 05-31 to 05-32 before completion of 24 months of adjusted continuous service, the employee will be placed at $14.553 per hour prior April 2, 2007 and $14.699 per hour on or after April 2, 2007. After completion of 24 months of adjusted continuous service, the employee will be placed at $17.287 per hour prior April 2, 2007 and $17.460 per hour on or after April 2, 2007.

2. Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

3. PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B, or C:

a. Except as noted in b., below, an employee's base pay will be set at the rate for the level A or B as reflected in Appendix 3, Structure 3.

b. An employee who is in one of these classifications prior to June 25, 2006, will be granted a base pay rate upon progression from level A to level B equal to the greater of (1) the rate for level B as reflected in Appendix 3, Structure 3 or (2) the employee's current base pay rate.

c. Except as noted in d. below, an employee's base pay will be set at the rate for level C that corresponds to the employee's year of adjusted continuous service.

d. An employee who is in one of these classifications prior to June 25, 2006, will be granted a base pay rate upon progression from level B to level C equal to the greater of (1) the rate for level C that corresponds to the employee's year of adjusted continuous service or (2) the employee's current base pay rate.

D. PAY ON DOWNWARD MOVEMENTS

1. VOLUNTARY DEMOTIONS OTHER THAN DEMOTION IN LIEU OF LAYOFF OR AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1. An employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service, with the following exceptions:

SPS: Pay ranges 05-32 to 05-31:

If an employee demotes from pay range 05-32 to 05-31 before completion of 24 months of adjusted continuous service, the employee will be placed at $13.860 per hour prior April 2, 2007 and $13.999 per hour on or after April 2, 2007. After completion of 24 months of adjusted continuous service, the employee will be placed at $15.715 per hour prior April 2, 2007 and $15.875 per hour on or after April 2, 2007.

Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C:

a. For employees at the A or B level, base pay will be set at rate for the level A or B as reflected in Appendix 3, Structure 3.

b. For level C, an employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

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

a. the rate for the new class that corresponds to the employee's year of adjusted continuous service; or

b. the employee's current base pay rate.

SPS: Pay ranges 05-32 to 05-31:

If an employee demotes from pay range 05-32 to 05-31 before completion of 24 months of adjusted continuous service, the employee will be placed at the greater of (1) $13.860 per hour prior April 2, 2007, and $13.999 per hour on or after April 2, 2007, or (2) the current rate of pay. After completion of 24 months of adjusted continuous service, the employee will be placed at the greater of (1) $15.715 per hour prior April 2, 2007, and $15.875 per hour on or after April 2, 2007, or (2) the current rate of pay.

Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid the greater of the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2, or the current rate of pay.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C:

a. For employees at the A or B level, base pay will be set at the greater of (1) the rate for the level A or B as reflected in Appendix 3, Structure 3 or (2) the current rate base pay rate.

b. For level C, an employee's base pay will be set at the greater of (1) the rate for the new class that corresponds to the employee's year of adjusted continuous service or (2) the current base pay rate.

If the downward movement results in the employee retaining his/her current base pay rate, such a rate will remain in effect for a period of two (2) years from the transaction effective date ("temporary transaction rate"). Upon expiration of the temporary transaction period, a personnel transaction that provides a higher base pay rate, or upon the employee's separation from state service or movement out of the WSEU bargaining unit, whichever occurs earlier, the employee's current pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

Upon termination of the temporary transaction rate for any of the reasons identified above, the rate that corresponds to the employee's year of adjusted continuous service will be used when determining the appropriate pay rate for subsequent personnel transactions, unless otherwise provided in this Appendix.

Tech: RCT 1:

Upon termination of the temporary transaction rate, employees base pay will be set at the rate for RCT 1 that corresponds to the employee's year of adjusted continuous service, except that an employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C:

Upon termination of the temporary transaction rate for any of the reasons identified above while at level A or B, the rate for the level A or B as reflected in Appendix 3, Structure 3 will be used when determining the appropriate pay rate for subsequent personnel transactions.

a. Upon termination of the temporary transaction rate for any of the reasons identified above while at level C, the rate that corresponds to the employee's year of adjusted continuous service will be used when determining the appropriate pay rate for subsequent personnel transactions.

E. PAY ON LATERAL MOVEMENTS

1. VOLUNTARY TRANSFERS OTHER THAN TRANSFERS IN LIEU OF LAYOFF OR AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1. An employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

SPS: Pay ranges 05-31 and 05-32:

a. Lateral movement within pay ranges 05-31 and 05-32: An employee's base pay will be set at the employee's current base pay rate.

b. Lateral movement to pay range 05-31 or 05-32 from any other pay range: An employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C:

a. Except as noted in c., below, for employees at the A or B level, base pay will be set at the rate for the level A or B as reflected in Appendix 3, Structure 3.

b. Except as noted in c., below, for employees at the C level, an employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

c. For employees moving to the another position in the same classification or between these classifications who stay at the same lettered level, pay will be set at the employee's current base pay rate.

2. OTHER LATERAL MOVEMENTS (INVOLUNTARY TRANSFERS, TRANSFERS IN LIEU OF LAYOFF OR TRANSFERS AFTER BEING DESIGNATED AS AT RISK OF LAYOFF UNDER 8/2/1). An employee's base pay will be set at the greater of the following rates:

a. the rate for the new class that corresponds to the employee's year of adjusted continuous service; or

b. the employee's current base pay rate.

Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid the greater of the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2, or the current rate of pay.

If the lateral movement results in the employee retaining his/her current base pay rate, such a rate will remain in effect for a period of two (2) years from the transaction effective date ("temporary transaction rate"). Upon expiration of the temporary transaction period, a personnel transaction that provides a higher base pay rate, or upon the employee's separation from state service or movement out of the WSEU bargaining unit, whichever occurs earlier, the employee's current pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

Upon termination of the temporary transaction rate for any of the reasons identified above, the rate that corresponds to the employee's year of adjusted continuous service will be used when determining the appropriate pay rate for subsequent personnel transactions, unless otherwise provided in this Appendix.

Tech: RCT 1:

Upon termination of the temporary transaction rate, employees base pay will be set at the rate for RCT 1 that corresponds to the employee's year of adjusted continuous service, except that an employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B, or C:

a. Upon termination of the temporary transaction rate for any of the reasons identified above while at level A or B, the rate for the level A or B as reflected in Appendix 3, Structure 3 will be used when determining the appropriate pay rate for subsequent personnel transactions.

b. Upon termination of the temporary transaction rate for any of the reasons identified above while at level C, the rate that corresponds to the employee's year of adjusted continuous service will be used when determining the appropriate pay rate for subsequent personnel transactions.

F. ON REINSTATEMENT. An employee's base pay will be set at the rate for the class to which reinstated that corresponds to the employee's year of adjusted continuous service.

Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C:

a. For employees at the A or B level, base pay will be set at the rate for the level A or B as reflected in Appendix 3, Structure 3.

b. For employees at the C level, an employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

G. PAY ON RESTORATION. An employee's base pay will be set at the rate for the class to which restored that corresponds to the employee's year of adjusted continuous service.

Tech: RCT 1:

An employee with 24 months or more as an RCT 1 will be paid at the rate for the RCT 2 that corresponds to the employee's year of adjusted continuous service per the provisions of Appendix 3, Structure 2.

PSS: Probation and Parole Agent A, B or C and Social Worker – Corrections A, B or C:

a. For employees at the A or B level, base pay will be set at the rate for the level A or B as reflected in Appendix 3, Structure 3.

b. For employees at the C level, an employee's base pay will be set at the rate for the new class that corresponds to the employee's year of adjusted continuous service.

Note: When calculating pay on restoration from a leave of absence, an employee's base pay will be set at the rate for the class to which restored that corresponds to the employee's year of adjusted continuous service or current base pay (including intervening increases while on leave), whichever is higher.

H. PAY ON ACCRETION PURSUANT TO S. 230.15(1), WIS. STATS. An employee's base pay will be set at the rate for the class to which accreted that corresponds to the employee's year of adjusted continuous service.

I. EFFECTIVE DATE OF REGRADE ADJUSTMENTS. Pay adjustments resulting from regrading an employee will be effective in accordance with the policies established by the director of OSER.

J. MULTIPLE PAY ADJUSTMENTS. Multiple pay adjustments that have the same effective date will be processed in accordance with s. ER 29.04, Wis. Adm. Code.

K. PAY ADJUSTMENTS FOR TRAINEES.

1. General. On completion of any personnel transaction, a trainee will receive a base pay rate not less than the minimum rate for the training program. Upon completion of the trainee program, an employee's base pay will be set in accordance with the provisions of this Appendix.

2. Regrade on Reallocation (Upward, Downward, Lateral). A trainee will retain the same pay relationship within the training program, based upon qualifications and the specific segments of the training program that have been waived or completed.

3. Upward, Downward or Lateral Movements (Promotion, Demotion or Transfer). A trainee's base pay will be set in accordance with the applicable provisions of this Appendix.

L. **ELIMINATION OF "PSICM."** All references to "PSICM" in the Agreement and ER 29, Wis. Admin. Code, will be changed to "minimum."

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~~Fred Nelson~~

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William Pollard

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~~Greg Schaub~~

~~Department of Transportation~~

Richard Schneiter

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Ann Smith

Department of Workforce Development

Chris Wolle

Department of Workforce Development

Barry Wanner

Department of Commerce

Susan Townsend

Department of Revenue

UNION BARGAINING TEAM

Officers and Staff

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Marty Beil, Executive Director
Karl Hacker, Assistant Director
Gary Lonzo, Field Representative

Administrative Support

Carol Beals, Chair, Local 1622
~~Daniel Duchrow, Chair, Local 1~~
~~Sharon Haberkorn, Local 48~~
~~Cecilia Lewandowski, Local 82~~
Shelley Fox, Local 1218
Donald Martiniak, Local 68
Gary Mitchell, Local 2412
Simone Morrison, Local 91

Blue Collar

Vernon Seay, Chair, Local 1
Jack Connell, Local 1914
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Harry Sorenson, Local 1218

~~Homer Walker Jr., Local 555~~

~~Kenneth Weaver, Local 758~~

~~Gerry Zastrow, Local 584~~

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